



CITY OF TSHWANE METROPOLITAN MUNICIPALITY

TENDER NUMBER:

GFS 07-2024.25

TENDER DESCRIPTION:	Tender for the appointment of service providers/contractors to perform delivery of final demands, disconnections, reconnections and inspections of electricity and water services for the City of Tshwane as and when required for a period of three (3) years.
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NAME OF BIDDER:

CSD NUMBER:

VENDOR NUMBER (WHERE APPLICABLE)

Prepared by:
City of Tshwane Metropolitan Municipality
Tshwane House
320 Madiba Street
Pretoria CBD
0002
Tel: 012 358 9999

BID CLOSING DATE

26 May 2025

Only bidders registered on the central supplier database (CSD) and with a CSD number will be considered for this tender, as this is a requirement from the National Treasury.

“Note: Bidders are required to submit electronic copies of the bid either by memory stick/USB flash drive/CD/DVD together with the hard copy of the Bid/Proposals”



CITY OF TSHWANE METROPOLITAN MUNICIPALITY

**DEPARTMENT: GROUP FINANCIAL SERVICES: REVENUE MANAGEMENT
DIVISION**

Bids are hereby invited from suppliers for the following bid:

Bid number	Description	Department	Contact person	Compulsory briefing session	Closing date
GFS 07-2024.25	Tender for the appointment of service providers/contractors to perform delivery of final demands, disconnections, reconnections and inspections of electricity and water services for the City of Tshwane as and when required for a period of three (3) years	Group Financial Services: Revenue Management Division	Lesiba Thupudi (lesibath@tshwane.gov.za or 012 358 7054/2024)	Not applicable	26 May 2025 at 10:00

The document is downloadable on the City of Tshwane website (www.tshwane.gov.za) and on the E-tender portal (www.etenders.gov.za).

Each tender shall be enclosed in a sealed envelope that bears the correct identification details and shall be placed in the tender box located at:

“Note: Bidders are required to submit electronic copies of the bid either by memory stick/USB flash drive/CD/DVD together with the hard copy of the Bid/Proposals”

**Tshwane House
320 Madiba Street
Pretoria CBD
0002**

Documents must be deposited in the bid box not later than **10:00 on 26 May 2024**.

Bidders must contact the following officials for any enquiries:

- Technical enquiries: Lesiba Thupudi (012 358 7054/2040 or lesibath@tshwane.gov.za)
- Supply chain enquiries: Ipfi Davhana (012 358 2994 or ipfid@tshwane.gov.za)

Bids will remain valid for a period of 90 days after the closing date.

Bids received after the closing date and time will not be considered. The City of Tshwane does not bind itself to accept the lowest or any other bid in whole or in part.

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VERY IMPORTANT NOTICE ON DISQUALIFICATIONS

A bid that does not comply with the peremptory requirements stated hereunder will be regarded as not being an “acceptable bid”, and such a bid will be rejected. An “acceptable bid” means any bid which, in all respects, complies with the conditions of the bid and the specifications as set out in the bid documents, including the conditions as specified in the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and related legislation as published in *Government Gazette 22549*, dated 10 August 2001, in terms of which provision is made for this policy.

1. If any pages have been removed from the bid document and have therefore not been submitted or if a copy of the original bid document has been submitted.
2. If the bid document is completed using a pencil or Tippex corrections were made, or any other colour ink. Only black ink must be used to complete the bid document.
3. The bidder attempts to influence or has in fact influenced the evaluation and/or awarding of the contract.
4. The bid has been submitted after the relevant closing date and time.
5. If any bidder who, during the last five years, has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
6. The accounting officer must ensure that, irrespective of the procurement process followed, no award may be given to a person –
 - (a) who is in the service of the state;
 - i. if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or
 - ii. who is an advisor or consultant contracted to the municipality in respect of a contract that would cause a conflict of interest.
7. Bid offers will be rejected if the bidder or any of his/her directors are listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004) as a person prohibited from doing business with the public sector.
8. Bid offers will be rejected if the bidder has abused the City of Tshwane supply chain management system.
9. Failure to complete and sign the certificate of independent determination or disclosure of wrong information.
10. Duly Signed and completed MBD forms (MBD 1, 4, 5, 8 and 9) The person signing the bid documentation must be authorised to sign on behalf of the bidder. Where the signatory is not a Director / Member / Owner / Shareholder of the company, an official letter of authorization or delegation of authority should be submitted with the bid document.
11. All MBD documents fully completed (i.e. no blank spaces) and fully signed? By the authorized personnel.
12. False or incorrect declarations on any of the MBD documents will result in the rejection of the bidder.

- 13 It is the responsibility of the bidder to disclose in MBD4 any interest in any other related companies or business whether they are bidding for this contract. Failure to disclose this interest will result in the rejection of the bid.
- 14 Joint Ventures (JV) – (Only applicable when the bidder tender as a joint venture)
- i. Where the bidder bid as a Joint Ventures (JV), the required or relevant documents under administrative requirements must be provided/submitted for all JV parties. (These include MBD4, MBD5, MBD8, MBD 9, CSD and/ or SARS pin, Confirmation that the bidder's municipal rates and taxes are up to date.)
 - ii. In addition to the above the bidder must submit a Joint Venture (JV) agreement signed by the relevant parties.
 - iii. It is a condition of this bid that the successful bidder will continue with same Joint Venture (JV) for the duration of the contract, unless prior approval is obtained from City of Tshwane.
 - iv. JV agreement must be complete, relevant and signed by all parties.

Failure to comply with the above will lead to immediate disqualification.

Bidder

CERTIFICATE OF AUTHORITY FOR SIGNATORY

Status of concern submitting tender (delete whichever is not applicable):

COMPANY/PARTNERSHIP/ONE-PERSON BUSINESS/CLOSE CORPORATION/JOINT VENTURE

A. COMPANY

If the bidder is a company, a certified copy of the resolution of the board of directors that is personally signed by the chairperson of the board, authorising the person who signs this bid to do so and to sign any contract resulting from this bid, and any other documents and correspondence in connection with this bid or contract on behalf of the company, must be submitted with this bid.

An example is shown below:

By resolution of the board of directors on 20.....,
Mr/Ms has been duly
authorised to sign all documents in connection with
Bid Number

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS

DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1.

2.

B. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Residential address	Signature
.....
.....
.....

We, the undersigned partners in the business trading as, hereby authorise to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid or contract on our behalf.

.....
Signature	Signature	Signature

.....
Date	Date	Date

C. ONE-PERSON BUSINESS

I, the undersigned,, hereby confirm that I am the sole owner of the business trading as

.....
Signature	Date

D. CLOSE CORPORATION

In the case of a close corporation submitting a bid, a certified copy of the founding statement of such corporation shall be included with the bid with a resolution by its members, authorising a member or other official of the corporation to sign the documents and correspondence in connection with this bid or contract on behalf of the company.

An example is shown below:

By resolution of the members at the meeting on 20..... at
....., Mr/Ms, whose
signature appears below, has been duly authorised to sign all documents in
connection with Bid Number

SIGNED ON BEHALF OF THE CLOSE CORPORATION:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1.

 2.

E. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this bid offer in joint venture and hereby authorise Mr/Ms , authorised signatory of the company..... , acting in the capacity of the lead partner, to sign all documents in connection with the bid offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:

SPECIFICATION OR TERMS OF REFERENCE

GROUP FINANCIAL SERVICES: REVENUE MANAGEMENT DIVISION

GFS 07 -2024/25

TENDER FOR THE APPOINTMENT OF SERVICE PROVIDERS/CONTRACTORS TO PERFORM DELIVERY OF FINAL DEMANDS, DISCONNECTIONS, RECONNECTIONS AND INSPECTIONS OF ELECTRICITY AND WATER SERVICES FOR THE CITY OF TSHWANE AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS.

1. BACKGROUND

The Group Financial Services department is responsible for the management and implementation Credit Control actions within its area of its jurisdiction. The Group Financial Services department has internal staff that are competent to perform various activities from design, implementation, and management of Credit Control activities.

The Group Financial Services department does not have sufficient internal capacity to perform delivery of final demands, electricity actions (disconnections, reconnections, and inspections) and water service (restrictions/ disconnections, normalization/ reconnection, and inspection).

It is a fact that both the Group Financial Services and the Credit Control Management Section do not have adequate number of personnel to implement credit control actions to ensure maximum revenue collection.

2. PROJECT SCOPE

This tender seeks to appoint Service Providers to:

- Perform disconnection, reconnection and inspections of electricity supply for a period of 3 (three) years, on as and when required basis.
- Perform restrictions/ disconnections, normalizations/ reconnections and inspections of water services for a period of 3 (three) years, on as and when required basis.
- Perform to perform audit and quality control for electricity and water services for a period of 3 (three) years, on as and when required basis.

2.1 EXTENT OF THE WORKS

LIST OF TERMS AND ABBREVIATION

CAN – Cut Action Notice

CCC- Credit Control Contractor

CoT- City of Tshwane Municipality

FD- Final Demand notice

ICI- Inspection of Illegal Consumption of electricity/water

RIP-E- Remove Installation Permanently - Electricity
RIP-W- Remove Installation Permanently – Water (Businesses only)

QC – Quality Control

WR – Water Restriction

WD – Water Disconnection

2.2 DEFINITIONS AND INTERPRETATIONS

In the Tender (Contract as hereinafter defined) the following words and expressions have the meanings hereby assigned to them except where the context otherwise requires.

"CONSUMER" means the residents who make use of the Municipality's electricity supply, water, sewerage, solid waste removal, rates payer or city cleansing services including the person who has received or deemed to have received the benefits of the same and includes "customer".

"CUSTOMER" means consumers and / or debtors (including premises) with whom a legal relationship is (was) established by either formal agreement for delivery of municipal services (water, electricity, solid waste removal, rates, city cleansing or any other services) by the municipality, or against whom the municipality has a rightful claim and includes the debtor as defined in the Credit Control and Debt Collection By-laws.

"EMPLOYER" means the legally constituted party described as the "Employer" in the Form of Agreement of this document and includes the Employer's representatives, executors, administrators, trustees, judicial managers, or liquidators. In this tender employer shall be the City of Tshwane Metropolitan Municipality (City of Tshwane).

"PROJECT MANAGER" means Project Manager that has been appointed by the Employer to act as Project Manager for the service or work offered in this tender.

"PROJECT MANAGER'S REPRESENTATIVE" means the person delegated to represent the Project Manager.

"CONTRACTOR" means the person, firm or company whose tender has been accepted by Employer and includes the Contractor's representatives, executors, administrators, trustees, judicial managers or liquidators. In this tender the contractor shall be the successful tenderer.

"SERVICE OR WORK" means the service or work described in the (Scope of Work) Specification and/or Schedules. It shall include all modified, extra or additional work and obligations to be performed, services to be provided, all plant and materials to be provided and work to be done by the Contractor in terms of this Contract agreement.

"TRANSACTION" means one item (elementary unit or combined) of field work performed or to be performed by CCC and the OMC.

"COMPLETED FIELD ACTION" means an item of the works that has been executed.

"NEGLECTED FIELD ACTION" means an item of field work that must be performed in terms of the flow processes defined in Section 5 but was neglected (not done nor completed).

"EQUIPMENT" means all appliances or things of whatsoever nature required in or about the service or work but do not include plant, materials or other things intended to form or forming part of the permanent work.

"TEMPORARY WORKS" means all non-permanent works of every kind required in or about the service or work.

"SITE" means the point/place where the works are going to be executed in terms of the specification and the conditions contract.

"MONTH" means one calendar month.

"DAY" means working day inclusive of holidays and non- working days for the employer.

"APPROVED" means approval given in writing by the Project Manager or an authorised CoT representative.

SINGULAR AND PLURAL: Words indicating singular shall imply plural and vice versa unless the context of the sentence indicates otherwise.

"GENDER" words indicating female shall imply male unless the context indicates otherwise.

"CREDIT CONTROL" is the limiting of further consumption of services to consumers/debtors/accounts in arrears and the limited services will only be restored or normalised after due payment has been received by Finance department.

"CITY" means City of Tshwane.

2.3 THE SCOPE OF WORK TO BE DONE BY THE CREDIT CONTROL CONTRACTORS (CCC) FOR THE ELECTRICITY SERVICES CONSISTS OF:

Delivery of a Final Demand letter (FD) - refers to the delivery of a letter of demand issued against an account in arrears payable by customer within 14 days from the date of issue.

Disconnection of Electricity service (CAN): means a disconnection of electricity where the circuit breaker is completely removed inside a stubby/meterbox by the contractor for credit control purposes.

Illegal Consumption Inspection for Electricity (ICI-E): means the inspection of an electricity connection for illegal consumption after a credit control cut action.

Removal of Installation Permanently (RIP-E): means the Removal of Installation Permanently of the electricity connection, the circuit breaker is removed and a piece of conductor/cable is removed after tampering is found after a previous credit control cut action.

Reconnection of electricity connection (RECON-E): means re-installation of circuit breaker and/or cable/conductor for the restoration of the supply of electricity for credit control purposes.

Auditing: means auditing field work performed by CCC to verify if actions complied with the technical specification for each action type.

Quality Control: means carrying out field inspection to confirm the outcome of the credit control action as reported by the service provider.

Court Hours: hours spent in court by a CCC electrician for witness purposes on cases in the municipal court or other courts.

Assisting with compilation of docket: CCC is required to provide evidence collected during the execution of field action.

Visit Fees: a fee payable to the CCC for visiting a site where a credit control action was impossible to execute due to reasons beyond his/her control.

2.4 THE SCOPE OF WORK TO BE DONE BY THE CREDIT CONTROL CONTRACTORS (CCC) FOR THE WATER SERVICES CONSISTS OF:

Delivery of a Final Demand letter (FD) - refers to the delivery of a letter of demand issued against an account in arrears payable by customer within 14 days from the date of issue.

Restriction (WR): Installation of a water restriction device on a water meter to reduce the water flow rate

Disconnection (WD): Installation of a water disconnection device on a water meter to close the water supply completely.

Normalisation (RECON WR R): Removal of water restriction device on water meter to supply full water flow rate.

Reconnection (RECON WD): Removal of water restriction/ water disconnection device on the water meter to supply full water flow rate.

Inspection (ICI-W): To inspect the water meter to determine illegal water consumption/re-normalisation of water supply by the consumer after a credit control action was done.

Auditing: means auditing field work performed by CCC to verify if actions complied with the technical specification for each action type.

Quality Control: means carrying out field inspection to confirm the outcome of the credit control action as reported by the service provider.

Court Hours: hours spent in court by a CCC technician for witness purposes on cases in the municipal court or other courts.

Assisting with compilation of docket: CCC is required to provide evidence collected during the execution of field action.

Visit Fees: a fee payable to the CCC for visiting a site where a credit control action was impossible to execute due to reasons beyond his/her control.

2.5 THE SCOPE OF WORK TO BE DONE BY THE CREDIT CONTROL CONTRACTORS (CCC) FOR THE AUDIT AND QUALITY CONTROL CONSISTS OF:

Auditing field work performed by CCC to verify if actions complied with the technical specification for each action type.

Quality control field work performed by CCC to confirm the outcome of the credit control actions performed by service providers.

Court Hours: hours spent in court by a CCC technician for witness purposes on cases in the municipal court or other courts.

Assisting with compilation of docket: CCC is required to provide evidence collected during the execution of field action.

Visit Fees: a fee payable to the CCC for visiting a site where a credit control action was impossible to execute due to reasons beyond his/her control.

MARGINAL HEADINGS OR NOTES: *Where there is contradiction or difference in meaning or interpretation between the marginal headings or notes and the content of the contract, the content of the contract shall take precedence over the marginal heading or notes.*

2.3 TASKS OR PROJECTS TO BE EXECUTED

The contractor shall as and when required by the employer perform any one or more of the items as described in the specifications.

The contractor provides the works in accordance with the scope given to him by the employer. The contractor must procure at own cost the necessary computer hardware and software to ensure effective and efficient execution of the scope of work.

The contractor must also ensure that the computer infrastructure in their office is able to link to the computer infrastructure of the City of Tshwane in order to monitor the jobs allocated to the contractor (Technician\Plumber) remotely.

The contractor must take the following into account:

After the contract had been awarded to the one or alternative contractors, and the need to use a contractor by the employer arises,

The employer will evaluate the work to be done, the time it will take to complete the work as well as the cost.

The cost is calculated from the specific rates of each item referred to in the contract data.

In cases where the contractor is over-capacitated by current work already allocated to him, he must inform the employer of his reason not to accept the work allocated. The following is done: The contractor and the employer decide on the best possible date and time for the said project to commence based on the urgency and the type of project. In this situation, clause Z4 in the contract data must be noted and/or applied.

The work must be done according to specification and within the time prescribed in the purchase order. Payment is only certified for work done according to specification(s).

The employer may charge the contractor penalty fee(s), should the contractor not provide the works and by the completion date.

During the contract period which is also the period of work allocation to the contractor by the employer, the contractor complies with all the conditions of contract and applicable policies of the CoT.

The contractor may be expected, depending on the urgency of the work, to start the work immediately after the appointment letter has been issued or after the agreement has been signed. That is not exercised by derogation to conditions of contract.

The type of work that will be done under this contract is delivery of final demands notices, disconnections, reconnections, audit and Inspections of Electricity and Water services in the City of Tshwane.

Payment will be done on completion of the specific works and on conditions stated in the contract data.

HANDHELD DEVICES, MOBILE PRINTER, JOB CARD, STICKER ROLL, DATA

HANDHELD DEVICES

The tenderer shall provide a handheld device which will be used to receive the jobs and report on the outcomes of the jobs allocated and to capture photos and GPS (co-ordinates for all credit control actions).

The handheld device must come complete with travel charger and car charger.

The handheld devices remain the property of the service provider.

The liability for safekeeping of the handheld devices in working condition shall reside with the tenderer throughout the period of the tender.

MOBILE PRINTER

The tenderer shall provide a mobile printer that is compatible with the handheld device and which will be used to print the sticker to affix to the job cards for all credit control actions.

The mobile printer must have Bluetooth capability and complete with travel charger and car charger.

STICKER PAPER ROLL

The Service provider shall provide sticker paper rolls on which to print customers and job details as received with the jobs from the City.

DATA

The Service provider shall provide mobile data bundles to their field personnel monthly for the period of the tender, which must be sufficient to receive jobs and to disseminate feedback including photos, GPS and all related communications.

CERTIFICATION OF FIELD WORKERS

There are specific activities which would require only certified persons to perform them, and such certification shall be issued by the CoT.

The following activities will require to be performed by certified person:

- CAN – disconnection of electricity services
- CAN RECON – reconnection of electricity services
- RIP – removal of installation permanently
- RIP RECON – reconnection of electricity services following a RIP
- WR - Water restriction
- WD – Water disconnection
- RECON WR – Water normalization
- RECON WD – Water reconnection

No person will be allowed to work on the network without the necessary certificates for the above activities.

The procedure which the contractor must follow to obtain certification is given below:

An application must be made, in writing, to the relevant section/depot.

In the application it must be stipulated if the Contractor/Sub-contractor want to:

Be tested or do the training which includes testing.

The application for training for electricity services must be sent to the Electricity Credit Control Section.

The application for training for water services must be sent by the Water Credit Control Section.

If the Contractor/Sub-contractor need only be tested, a test date must be organized with the relevant representatives.

Both the theoretical and practical test must be passed before the certificate will be issued. The Contractor/Sub-contractor must provide his own equipment, material and tools for the practical test.

If the Contractor/Sub-contractor requests to do the course, the course date and the invoice will be provided to the Contractor/ Sub-contractor by the Credit Control Section. Both the theoretical and practical tests must be passed before the certificate will be issued.

If the Contractor/Sub-contractor requests to do the course, the course date and the invoice will be provided to the Contractor/ Sub-contractor by the Water and Sanitation Division. Both the theoretical and practical tests must be passed before the certificate will be issued.

The certificate will be issued by the Energy and Electricity Division and a copy will be sent to the section involved after the invoice has been paid. The certificate must always be available when requested.

ADMINISTRATIVE ARRANGEMENTS

The administrative tasks and conditions as set out in the audit trail policy of the EED must be carried out by each contractor. If the Contractor does not abide by these conditions, his/her contract may be suspended. A warning letter must be issued to that effect in terms of clause Z3 of the conditions of contract. The following submissions shall form part of the contractor's report:

The contractor will be requested to report on progress on site as required by the project manager.

The contractor must submit a signed "Approved Appointment Form with Approved Unit Rates" together with the invoice where applicable.

The contractor shall be required to produce a Certificate of Compliance for the work completed which requires such certification by law.

An appointment letter is a document stating that the contractor has been appointed for a specific tender. The document shall further state:

- The duration of the tender, i.e. starting and completion dates,
- Payment rates of the part of the tender for which the contractor has been appointed,

The reply period,

Contract manager and other matters that may be relevant for the project at the time of the appointment.

The employer may at any time require any and all information about the contractor's employees. If any irregularity is found, the employer may order the removal of such employee from the tender and such person shall have no involvement with the contractor under the awarded contract from the next day after the notification has been served and in future.

The employee may be re-appointed provided that the employer agrees and that whatever information that was not available, is available and acceptable.

The contractor must comply with all the applicable CoT's procurement policies.

EQUITY POLICY:

The contractor must comply with all the Divisional employment equity policy(s).

If any non-conformity whatsoever to the Divisional policies has been suspected, the employer (CoT) has the right to launch an investigation. In the event of non-compliance, the CoT reserves the right to take the necessary disciplinary actions against the contractor including terminating the contract.

NON- CONFORMANCES

The appointed tenderers shall not:

- Take bribery from customers of the CoT
- Perform illegal connections/disconnections/reconnections or illegal restrictions/normalisations
- Perform any unauthorized work on CoT network

PENALTIES

The following actions will be taken by CoT if the above irregularities are performed by the tenderers:

- A formal investigation will be conducted
- If the tenderer is found guilty a warning will be issued
- If the tenderer continues with the irregularities after the warning was issued then contract will be terminated.

LOCATION OF THE WORKS

Access to site is on the date stated in the contract data. The contractor shall be required to work within the Jurisdictional area of City of Tshwane.

Offices and office infrastructure:

- Successful tenderers shall have offices fully equipped with communications infrastructure that includes, a working landline, and fax line and internet services.
- Successful tenderers shall have offices fully equipped with a computer and printer with copying capability.

Hidden and other services within the site

- When the task is allocated to the contractor, specific information about the site will be provided to him as when it is required by the Project Engineer.

1.1 STANDARD SPECIFICATIONS

The following are tables listing specifications:

Table 1

CITY OF TSHWANE INSTALLATION SPECIFICATIONS FOR DISCONNECTION, RECONNECTION, AND INSPECTION OF ELECTRICITY CONNECTIONS	
SPECIFICATION REGISTER	
Document no.	Description
CTMME-IS-	Delivery of the Final Demand (FD)
CTMME-IS-	Execution of the First level cut (CAN-1)
CTMME-IS-	Execution of the Second level cut (CAN-2)
CTMME-IS-	Execution of the Third level cut (RIP-E)

1.1.1 PARTICULAR SPECIFICATIONS AND ADDITIONS TO THE STANDARD SPECIFICATIONS

1.1.1.1 Technical Procedure: Delivery of the Final Demand (FD)

1.1.1.1.1 Procedure:

- Job cards will be made available through handheld devices.
- The Credit Control Contractor (CCC) must verify the address as per job instruction.
- The CCC must complete the appropriate space which describes the environmental circumstances by ticking the appropriate tick box.
- The CCC must write their full name and time of execution of work.
- The CCC must note any additional observations under comments
- The CCC must record the Water meter number and reading.
- The CCC must record the Electricity meter number and reading.
- Reflect the water meter number and reading on the technician's Job Card.
- The final demand job card should be left with an individual at the applicable address or at the address in such a way that it should be visible to the consumer.
- The consumer must sign for acceptance of the warning in the case of Business customers.
- All required field details, environmental details and outcome of the job must be captured as per job card and methodology in the handheld device.
- Photos of, but not limited to, the installation, before and after and how the job card was delivered must be included when completing the job card, where applicable, regardless of the outcome of the job.

1.1.1.2 **APPENDIX A1/1: Technical Specifications for Electricity Disconnection and Reconnection (Level II) CAN-2**

1.1.1.2.1 **Installation type 1**

1.1.1.2.1.1 **Type 1 Description**

Overhead (415V; 3 phase; open conductors on top of pole) single-phase connection

- (a) Pole connection, 2-3 loose wires with CB on pole
- (b) Pole to roof, bundle conductor (single overhead cable)
- (c) Pole connection, bundle conductor (single overhead cable) with CB only on pole
- (d) Porcelain fuse (press in and turn types)

1.1.1.2.1.2 **Disconnection methodology**

(NOTE THAT THE DISCONNECTION METHODOLOGY FROM 1(a) to 1(e) EXACTLY SIMILAR)

- Identify job location (according to address on job card)
- Identify meter number if access is possible
- Record meter reading and complete job card
- Make sure to utilize the necessary safety equipment
- Identify the correct CB/Porcelain fuse on pole.
- Test to ensure tester is in working order
- Switch off and test
- Disconnect supply cable from CB/Porcelain fuse tape and strap tail against supply cable
- Remove wire (jumper) on live side off CB/Porcelain fuse (soldering connections should be left intact)
- Remove CB/Porcelain fuse and mark
- Tag installation (Service wire)
- All required field details, environmental details and outcome of the job must be captured as per job card and methodology in the handheld device.
- Photos of, but not limited to, the installation, status before and after and how the job card was delivered must be included when completing the job card, where applicable, regardless of the outcome of the job.
- Leave the job card hard copy on site or with the customer and include photo as evidence.
- Close the job to indicate whether the job was successful or unsuccessful indicating reason if unsuccessful.
- Take CB/Porcelain fuse back to office.

1.1.1.2.1.3 Reconnection methodology

(NOTE THAT THE RECONNECTION METHODOLOGY FROM 1 (a) TO 1 (e) IS EXACTLY SIMILAR)

- Identify job location
- Identify meter number if access is possible
- Record meter reading
- Make sure to utilize the necessary safety equipment
- Re-install CB and live wire (jumper)
- Test on the live side
- Remove tape and secure load side wire
- Switch on CB
- Test on load side
- Remove tag
- Check visually if meter is turning
- Secure installation

1.1.1.2.2 Installation type 2

1.1.1.2.2.1 Type description

Overhead (415V; 3 phase; open conductors on top of pole) 3 phase connection

- (a) Pole connection, 4 – 5 loose wires with 3 CB on pole.
- (b) Pole connection bundle conductor (single overhead cable) with 3 CB's on pole and 3 CB's in meter box
- (c) Pole connection bundle conductor (single overhead cable) with 3 CB's on pole
- (d) Porcelain fuse x 3 (press and turn types)

1.1.1.2.2.2 Disconnection methodology

(NOTE THAT THE DISCONNECTION METHODOLOGY FROM 2(a) to 2(e) EXACTLY SIMILAR)

- Identify job location (according to address on job card)
- Identify meter numbers if access is possible
- Record meter readings and complete job card
- Make sure to utilize the necessary safety equipment
- Identify the correct CB's/Porcelain fuses on pole
- Test to ensure tester is in working order
- Switch off and test
- Do not remove neutral wire
- Disconnect supply cable from CB's/Porcelain fuses, tape and strap tails against supply cable
- Remove wires (jumper) on live side off CB's /Porcelain fuses(x3) (soldering connections should be left intact)
- Remove CB's/Porcelain fuses (x3), or porcelain fuses and mark CB's/Porcelain fuses (x3)
- Tag installation (Service wire)
- All required field details, environmental details and outcome of the job must be captured as per job card and methodology in the handheld device.
- Photos of, but not limited to, the installation, status before and after and how the

job card was delivered must be included when completing the job card, where applicable, regardless of the outcome of the job.

- Leave the job card hard copy on site or with the customer and include photo as evidence.
- Close the job to indicate whether the job was successful or unsuccessful indicating reason if unsuccessful.
- Take CB's/Porcelain fuses (x3) back to office

1.1.1.2.2.3 Reconnection methodology

(NOTE THAT THE RECONNECTION METHODOLOGY FROM 2(a) to 2(e) EXACTLY SIMILAR)

- Identify job location
- Identify meter numbers if access is possible
- Record meter readings
- Make sure to utilize the necessary safety equipment
- Re-install CB's (x3) and live wires (Jumper)
- Test on the live side
- Remove tape and secure load side wires
- Switch on CB's (x3)
- Test on load side
- Remove tag
- Check visually if meters are turning
- Secure installation

1.1.1.2.3 Installation type 3

1.1.1.2.3.1 Type description

Underground cable to meter and/or pillar box (open conductors) on top of pole (single phase connection)

- (a) Underground cable from pole to meter box with CB on pole and in meter box
- (b) Underground cable from pole to meter box with CB on pole
- (c) Porcelain fuse (press in and turn types)

1.1.1.2.3.2 Disconnection methodology

(NOTE THAT THE DISCONNECTION METHODOLOGY FROM 3 (a) TO 3 (e) IS EXACTLY SIMILAR)

- Identify job location (according to address on job card)
- Identify meter number
- Make sure to utilize the necessary safety equipment
- Record meter reading and complete job card
- Identify the correct CB/Porcelain fuse on pole and switch off
- Test to ensure tester is in working order
- Switch off, test
- Disconnect supply cable from CB, tape and strap tails against supply cable
- Remove wire (jumper) on live side of CB (soldering connections should be left

- intact)
- Tag installation (service wire)
- Remove CB and mark
- All required field details, environmental details and outcome of the job must be captured as per job card and methodology in the handheld device.
- Photos of, but not limited to, the installation, status before and after and how the job card was delivered must be included when completing the job card, where applicable, regardless of the outcome of the job.
- Leave the job card hard copy on site or with the customer and include photo as evidence.
- Close the job to indicate whether the job was successful or unsuccessful indicating reason if unsuccessful.
- Take CB back to office

1.1.1.2.3.3 Reconnection methodology

(NOTE THAT THE RECONNECTION METHODOLOGY FROM 3 (a) TO 3 (e) IS EXACTLY SIMILAR)

- Identify job location
- Identify meter number if access is possible
- Record meter reading
- Make sure to utilize the necessary safety equipment
- Re-install CB, live wire (jumper)
- Test on the live side
- Remove tape and secure load side wire
- Switch on CB
- Test on load side
- Remove tag
- Check visually if meter is turning
- Secure installation

1.1.1.2.4 Installation type 4

1.1.1.2.4.1 Type description

Underground cable (415v; 3 phase; open conductors on top of pole) three phase connection

- (a) Underground cable from pole to meter box with three CB's on pole and in meter box
- (b) Underground cable from pole to meter box with three CB's on pole
- (c) Porcelain fuse x 3 (press and turn types)

1.1.1.2.4.2 Disconnection methodology

(NOTE THAT THE DISCONNECTION METHODOLOGY FROM 4 (a) TO 4 (e) IS EXACTLY SIMILAR)

- Identify job location (according to address on job card)
- Identify meter numbers if access is possible
- Record meter readings and complete job card
- Make sure to utilize the necessary safety equipment
- Identify the correct CB's /Porcelain fuses (x3) on pole
- Test to ensure tester is in working order
- Switch off and test

- Disconnect supply cable from CB's/Porcelain fuses, tape and strap tails against supply cable
- Remove wires (jumper) on live side of CB's/Porcelain fuses (soldering connections should be left intact)
- Never remove neutral wire
- Tag service wires for identification purposes
- Remove CB's/Porcelain fuses (x3)
- Mark CB's/Porcelain fuses (x3)
- All required field details, environmental details and outcome of the job must be captured as per job card and methodology in the handheld device.
- Photos of, but not limited to, the installation, status before and after and how the job card was delivered must be included when completing the job card, where applicable, regardless of the outcome of the job.
- Leave the job card hard copy on site or with the customer and include photo as evidence.
- Close the job to indicate whether the job was successful or unsuccessful indicating reason if unsuccessful.
- Take job card and CB's/Porcelain fuses (x3) back to office

1.1.1.2.4.3 Reconnection methodology

(NOTE THAT THE RECONNECTION METHODOLOGY FROM 3 (a) TO 3 (e) IS EXACTLY SIMILAR)

- Identify job location
- Identify meter numbers if access is possible
- Record meter readings
- Make sure to utilize the necessary safety equipment
- Re-install CB's, live wires (jumper), and secure the live wires
- Test on the live side
- Remove tape and secure load side wires
- Switch on CB's
- Test on load side
- Remove tag
- Check visually if meters are turning
- Secure installation

1.1.1.2.5 Installation type 5

1.1.1.2.5.1 Type description

Underground Cable Three Phase Underground Reticulation

- (a) Meter box outside premises 2 – 16 way boxes with CB's next to or same as meters
- (b) Meter box outside premises 2 – 10 way box with CB's on bus bar side
- (c) Meter box outside premises 2 way box (duet) with CB on consumer side and isolator on FC side

1.1.1.2.5.2 Disconnection methodology

Installation Type 5(a) (Three Phase)

Three phase – Do not remove the neutral at all

- Identify job location (according to address on job card)
- Identify meter numbers as marked on box or on job card
- Record meter readings and complete job card
- Make sure to utilize the necessary safety equipment
- Test to ensure tester is in working order.
- Switch off and test
- Disconnect wires live side.
- Bend live wires back to bus bar side
- Disconnect wires on load side of CB's (x3), cut against meters and remove
- Tag installation
- Remove CB's (x3) and mark
- All required field details, environmental details and outcome of the job must be captured as per job card and methodology in the handheld device.
- Photos of, but not limited to, the installation, status before and after and how the job card was delivered must be included when completing the job card, where applicable, regardless of the outcome of the job.
- Leave the job card hard copy on site or with the customer and include photo as evidence.
- Close the job to indicate whether the job was successful or unsuccessful indicating reason if unsuccessful.
- Take CB's (x3) and removed wires (x3) back to office

1.1.1.2.5.3 Reconnection methodology

Installation Type 5 (a) (Three Phase)

- Identify job location
- Identify meter numbers
- Record meter readings
- Make sure to utilize the necessary safety equipment
- Re-install CB's, remove tape and secure the live wires (jumper)
- Install wires between load side of CB's and meters
- Seal meters
- Test on the live side
- Remove tag
- Switch on CB's
- Test on load side
- Check visually if meters are turning
- Secure installation

1.1.1.2.5.4 Disconnection methodology:

Installation Type 5(b) (Three Phase)

NB!! Three phase – Do not remove the neutral at all

- Identify job location (according to address on job card)
- Identify meter numbers as marked on box or on job card
- Record meter readings and complete job card
- Make sure to utilize the necessary safety equipment
- Test to ensure tester is in working order.
- Switch off and test
- Disconnect wires live side and tape
- Disconnect wires on load side of CB's (x3), cut against meters and remove
- Remove CB's (x3) and mark
- Tag service wires
- All required field details, environmental details and outcome of the job must be captured as per job card and methodology in the handheld device.
- Photos of, but not limited to, the installation, status before and after and how the job card was delivered must be included when completing the job card, where applicable, regardless of the outcome of the job.
- Leave the job card hard copy on site or with the customer and include photo as evidence.
- Close the job to indicate whether the job was successful or unsuccessful indicating reason if unsuccessful.
- Take CB's (x3) and removed wires (x3) back to office

1.1.1.2.5.5 Reconnection methodology:

Installation Type 5 (b) (Three Phase)

- Identify job location
- Identify meter numbers
- Record meter readings
- Make sure to utilize the necessary safety equipment
- Re-install CB's, remove tape and secure the live wires (jumper)
- Install wires between load side of CB's and meters
- Seal meters
- Test on the live side
- Remove tag
- Switch on CB's
- Test on load side
- Check visually if meters are turning
- Secure installation

1.1.1.2.5.6 Disconnection methodology

Installation Type 5 (c) (Three Phase) – Do not remove the neutral at all.

- Identify job location (according to address on job card)
- Identify meter numbers as marked on box or on job card
- Record meter readings and complete job card
- Make sure to utilize the necessary safety equipment

- Test to ensure tester is in working order
- **If CB's on meter side are installed:**
 - Switch off CB's on meter side and test
 - Switch off isolators/CB on FC side and test
 - Disconnect wires between isolators/CB's on FC side and CB's (x3) on meter side and remove
 - Disconnect wires on load side of CB's and cut against meters and remove
 - Remove CB's (x3) and mark
- **If no CB's on meter side are installed:**
 - Switch off isolators/CB's (x3) on FC side and test
 - Disconnect wires on isolators/CB's (x3) on FC side and cut against meters and remove
 - Tag installation (service wire)
 - Leave the job card where consumer can find it
 - Take isolators/CB's (x3) and removed wires back to the office

1.1.1.2.5.7 Reconnection methodology

Installation Type 5 (c) (Three Phase)

- Identify job location
- Identify meter numbers
- Record meter readings
- Make sure to utilize the necessary safety equipment
- **If CB's on meter side are installed:**
 - Re-install CB's (x3) and wires between isolators/CB's FC side
 - Re-install wires on load side of CB's to meters
 - Seal meters
 - Switch on isolators/CB's (x3) on FC side and test on live side of CB's
 - Switch on CB's and test on load side
- **If no CB's on meter side are installed:**
 - Re-install wires from FC side to isolators/CB's (x3) to meters
 - Seal meters
 - Switch on isolators/CB's (x3) on FC side and test on isolators/CB's (x3) load side
- Check visually if meters are turning
- Remove tag
- Secure installation
- Report reconnection time to THE CITY

1.1.1.2.6 Installation type 6

1.1.1.2.6.1 Type description Underground Cable Single Phase

- (a) Meter box: 2 – 16 way boxes with CB's next to or same as meters
- (b) Meter box: 6 –10 way box with CB's on bus bar side
- (c) Meter box: 2 way box with CB on consumer side and isolate on consumption side

1.1.1.2.6.2 Disconnection methodology

Installation Type 6 (a) (Single Phase)

- Identify job location (according to address on job card)
- Identify meter number as marked on box or on job card
- Record meter reading and complete job card
- Make sure to utilize the necessary safety equipment
- Test to ensure tester is in working order.
- Switch off and test
- Disconnect wire live side.
- Bend live wire back to bus bar side
- Disconnect wire on dead end of CB cut against meter and remove
- Tag installation
- Remove CB and mark
- All required field details, environmental details and outcome of the job must be captured as per job card and methodology in the handheld device.
- Photos of, but not limited to, the installation , status before and after and how the job card was delivered must be included when completing the job card, where applicable, regardless of the outcome of the job.
- Leave the job card hard copy on site or with the customer and include photo as evidence.
- Close the job to indicate whether the job was successful or unsuccessful indicating reason if unsuccessful.
- Take job card, CB and removed wire back to office

1.1.1.2.6.3 Reconnection methodology

Installation Type 6 (a) (Single Phase)

- Identify job location
- Identify meter number
- Record meter reading
- Make sure to utilize the necessary safety equipment
- Re-install CB, remove tape and secure the live wire (jumper)
- Install wire between load side of CB and meter
- Seal meter
- Test on the live side
- Remove tag
- Switch on CB
- Test on load side
- Check visually if meter is turning
- Secure installation

1.1.1.2.6.4 Disconnection methodology

Installation Type 6 (b) (Single Phase)

- Identify job location (according to address on job card)
- Identify meter number as marked on box or on job card
- Record meter reading and complete job card

- Make sure to utilize the necessary safety equipment
- Test to ensure tester is in working order.
- Switch off and test
- Disconnect wire live side and tape
- Disconnect wire on load side of CB, cut against meter and remove
- Remove CB and mark
- Tag service wire
- All required field details, environmental details and outcome of the job must be captured as per job card and methodology in the handheld device.
- Photos of, but not limited to, the installation, status before and after and how the job card was delivered must be included when completing the job card, where applicable, regardless of the outcome of the job.
- Leave the job card hard copy on site or with the customer and include photo as evidence.
- Close the job to indicate whether the job was successful or unsuccessful indicating reason if unsuccessful.
- Take CB and removed wire back to office

1.1.1.2.6.5 Reconnection methodology:

Installation Type 6 (b) (Single Phase)

- Identify job location
- Identify meter number
- Record meter reading
- Make sure to utilize the necessary safety equipment
- Re-install CB, remove tape and secure the live wire (jumper)
- Install wire between load side of CB and meter
- Seal meter
- Test on the live side
- Remove tag
- Switch on CB
- Test on load side
- Check visually if meter is turning
- Secure installation

1.1.1.2.6.6 Disconnection methodology

Installation Type 6 (c) (Single Phase)

- Identify job location (according to address on job card)
- Identify meter number as marked on box or on job card
- Record meter reading and complete job card
- Make sure to utilize the necessary safety equipment
- Test to ensure tester is in working order
- **If CB on meter side is installed:**
 - Switch off CB meter side and test
 - Switch off isolator/CB, FC side and test
 - Disconnect wire between isolator/CB FC side and CB on meter side and remove
 - Disconnect wire on load side of CB and cut against meter and remove

- Remove CB and mark
- **If no CB on meter sides is installed:**
 - Switch off isolator/CB FC side and test
 - Disconnect wire on isolator/CB FC side and cut against meter and remove
 - Tag installation (service wire)
 - All required field details, environmental details and outcome of the job must be captured as per job card and methodology in the handheld device.
 - Photos of, but not limited to, the installation , status before and after and how the job card was delivered must be included when completing the job card, where applicable, regardless of the outcome of the job.
 - Leave the job card hard copy on site or with the customer and include photo as evidence.
 - Close the job to indicate whether the job was successful or unsuccessful indicating reason if unsuccessful.
 - Take isolator/CB and removed wire back to the office

1.1.1.2.6.7 Reconnection methodology

Installation Type 6 (c) (Single Phase)

- Identify job location
- Identify meter number
- Record meter reading
- Make sure to utilize the necessary safety equipment
- **If CB on meter side is installed:**
 - Re-install CB and wire between isolator/CB FC side
 - Re-install wire on load side of CB to meter
 - Seal meter
 - Switch on isolator/CB on FC side and test on live side of CB
 - Switch on CB and test on load side
- **If no CB on meter side is installed:**
 - Re-install wire from FC side to isolator/CB to meter
 - Seal meter
 - Switch on isolator/CB on FC side and test on isolator/CB load side
- Check visually if meter is turning
- Remove tag
- Secure installation

1.1.1.2.7 Installation type 7

1.1.1.2.7.1 Type description

- (a) Meter box with CB's on consumer side (5.6LT) and isolator on FC side
- (b) Meter box with porcelain fuses (pull out type)

1.1.1.2.7.2 Disconnection methodology

Installation Type 7(a), (Single and 3 Phase)

- Identify job location
- Find meter box and identify meter number
- Identify CB for correct meter
- Record meter reading and complete job card

- Make sure to utilize the necessary safety equipment
- Test to ensure tester is in working order
- Switch off isolator on FC side and CB on meter side
- Disconnect wire between isolator on FC side and CB on meter side and remove
- Disconnect wire from CB, cut against meter and remove
- Remove CB and mark
- Tag installation
- All required field details, environmental details and outcome of the job must be captured as per job card and methodology in the handheld device.
- Photos of, but not limited to, the installation, status before and after and how the job card was delivered must be included when completing the job card, where applicable, regardless of the outcome of the job.
- Leave the job card hard copy on site or with the customer and include photo as evidence.
- Close the job to indicate whether the job was successful or unsuccessful indicating reason if unsuccessful.
- Take CB and removed wire back to office

1.1.1.2.7.3 Reconnection methodology

Installation Type 7 (a), (Single and 3 Phase)

- Identify job location
- Identify meter number
- Record meter reading
- Make sure to utilize the necessary safety equipment
- Re-install CB and wire between isolator FC side and CB on meter side
- Re-install wire on load side of CB and meter
- Seal meter
- Switch on isolator
- Test on the live side
- Switch on CB
- Test on load side
- Check visually if meter is turning
- Remove tag
- Secure installation

1.1.1.2.7.4 Disconnection methodology

Installation Type 7 (b)

In the case of porcelain fuses the following will apply:

- Identify job location
- Find meter box and identify meter number
- Identify the porcelain fuse
- Record meter reading and complete job card
- Make sure to utilize the necessary safety equipment
- Test to ensure tester is in working order
- Remove fuse holder
- Disconnect wires from fuse carrier
- Cut live side wire against bus bar and remove
- Cut load side wire against meter and remove

- Take fuse carrier and fuse holder and removed wires back to office
- Tag installation

1.1.1.2.7.5 Reconnection methodology

Installation Type 7 (b)

- Identify job location
- Find meter box and Identify meter number
- Record meter reading and complete job card
- Make sure to utilize the necessary safety equipment.
- Install CB.
- Install live side wire between CB and bus bar.
- Install load side wire between CB and meter.
- Seal meter
- Test on live side
- Switch on CB
- Test on load side
- Check visually if meter is turning
- Remove tag
- Secure installation

1.1.1.3 APPENDIX A1/3: Technical Specifications for Electricity Disconnection and Reconnection (CAN-F)

1.1.1.3.1 Installation type 1

1.1.1.3.1.1 Type description

*Meter box with CB's/Fuses on consumer side (5.6LT) and isolator/ Fuse on FC side
Disconnection Methodology: Single & 3 Phases*

- Identify job location (according to address on job card)
- Identify meter number inside meter box
- Record meter reading and time on card
- Make sure to utilize the necessary safety equipment
- Test if the tester is in working condition
- Open 5.6LT side of box and switch off the CB or pull fuse.
- Open the FC side and switch off the isolator (Single/ Double/ Private) or fuse.
- Test if correct wire was switched off correctly.
- Disconnect live wire and cap (where applicable).
- Disconnect consumer wire and cap (where applicable).
- Remove the Isolator (Single/ Double/ Private) or fuse. FC side
- Tag installation for identification purposes
- Close FC side
- Close 5.6LT side
- Secure meter box
- All required field details, environmental details and outcome of the job must be captured as per job card and methodology in the handheld device.
- Photos of, but not limited to, the installation, status before and after and how the job card was delivered must be included when completing the job card, where applicable, regardless of the outcome of the job.
- Leave the job card hard copy on site or with the customer and include photo

as evidence.

- Close the job to indicate whether the job was successful or unsuccessful indicating reason if unsuccessful.

1.1.1.3.1.2 Reconnection Methodology: Single & 3 Phases

- Identify job location
- Identify meter number inside meter box if access is possible
- Record meter reading and time
- Make sure to utilize the necessary safety equipment
- Test if the tester is in working condition
- Identify correct live wire
- Replace Isolator (Single/ Double/ Private). FC side
- Remove Caps (where applicable).
- Reconnect live wire
- Reconnect consumer wire between CB/Isolator and meter.
- Remove the tag
- Switch isolator (FC side) on, then CB/Isolator (5.6LT side) and test.
- Seal the meter
- Clean installation
- Secure meter box
- All required field details, environmental details and outcome of the job must be captured as per job card and methodology in the handheld device.
- Photos of, but not limited to, the installation , status before and after and how the job card was delivered must be included when completing the job card, where applicable, regardless of the outcome of the job.
- Leave the job card hard copy on site or with the customer and include photo as evidence.
- Close the job to indicate whether the job was successful or unsuccessful indicating reason if unsuccessful.

1.1.1.3.2 Installation type 2

1.1.1.3.2.1 Type description

Meter box with CB's/porcelain fuses and meter combined

1.1.1.3.2.2 Disconnection Methodology: Single & 3 Phases

- Identify job location (according to address on job card)
- Identify meter number inside meter box
- Record meter reading and time on card
- Make sure to utilize the necessary safety equipment
- Test if the tester is in working condition
- Open distribution box and switch off the CB or Isolator or pull fuse.
- Test if correct wire was switched off correctly.
- Disconnect live wire and cap (where applicable).
- Disconnect consumer wire and cap (where applicable).
- Remove the CB/Isolator or fuse.
- Tag installation for identification purposes
- Close distribution box.
- Secure distribution box
- All required field details, environmental details and outcome of the job must be captured as per job card and methodology in the handheld device.

- Photos of, but not limited to, the installation , status before and after and how the job card was delivered must be included when completing the job card, where applicable, regardless of the outcome of the job.
- Leave the job card hard copy on site or with the customer and include photo as evidence.
- Close the job to indicate whether the job was successful or unsuccessful indicating reason if unsuccessful.

1.1.1.3.2.3 Reconnection Methodology: Single & 3 Phases

- Identify job location.
- Identify meter number inside meter box if access is possible
- Record meter reading and time
- Make sure to utilize the necessary safety equipment
- Test if the tester is in working condition
- Identify correct live wire
- Install COT approved CB
- Remove Caps (where applicable).
- Reconnect live wire
- Reconnect consumer wire between CB/Isolator and meter.
- Remove the tag
- Switch isolator/CB on and test.
- Seal the meter
- Clean installation
- Secure distribution box
- All required field details, environmental details and outcome of the job must be captured as per job card and methodology in the handheld device.
- Photos of, but not limited to, the installation , status before and after and how the job card was delivered must be included when completing the job card, where applicable, regardless of the outcome of the job.
- Leave the job card hard copy on site or with the customer and include photo as evidence.
- Close the job to indicate whether the job was successful or unsuccessful indicating reason if unsuccessful.

1.1.1.3.3 Installation type 3

1.1.1.3.3.1 Type description

Meter box floor with Isolator/FC/LT separate

1.1.1.3.3.2 Disconnection Methodology: Single & 3 Phases

- Identify job location (according to address on job card)
- Identify meter number inside meter box
- Record meter reading and time on card
- Make sure to utilize the necessary safety equipment
- Test if the tester is in working condition
- Open 5.6LT side of box and switch off the CB or Isolator or pull fuse.
- Open the FC side and switch off the isolator/CB.
- Test if correct wire was switched off correctly.
- Disconnect live wire and cap (where applicable).
- Disconnect consumer wire and cap (where applicable).
- Remove the CB, Isolator or fuse.

- Tag installation for identification purposes
- Close FC side
- Close 5.6LT side
- Secure meter box
- All required field details, environmental details and outcome of the job must be captured as per job card and methodology in the handheld device.
- Photos of, but not limited to, the installation , status before and after and how the job card was delivered must be included when completing the job card, where applicable, regardless of the outcome of the job.
- Leave the job card hard copy on site or with the customer and include photo as evidence.
- Close the job to indicate whether the job was successful or unsuccessful indicating reason if unsuccessful.

1.1.1.3.3.3 Reconnection Methodology: Single & 3 Phases

- Identify job location.
- Identify meter number inside meter box if access is possible
- Record meter reading and time
- Make sure to utilize the necessary safety equipment
- Test if the tester is in working condition
- Identify correct live wire
- Install COT approved CB.
- Remove Caps (where applicable).
- Reconnect live wire
- Reconnect consumer wire between CB/Isolator and meter.
- Remove the tag
- Switch isolator/CB (FC side) on, then CB/Isolator (5.6LT side) and test.
- Seal the meter
- Clean installation
- Secure meter box
- All required field details, environmental details and outcome of the job must be captured as per job card and methodology in the handheld device.
- Photos of, but not limited to, the installation , status before and after and how the job card was delivered must be included when completing the job card, where applicable, regardless of the outcome of the job.
- Leave the job card hard copy on site or with the customer and include photo as evidence.
- Close the job to indicate whether the job was successful or unsuccessful indicating reason if unsuccessful.

Important Notes:

- In the case of a 3 phase connection never remove the neutral
- Check phase rotation as marked
- Approved CB's must in all cases replace fuses.
- If the installation has only isolators, replace with same Isolator.

1.1.1.4 APPENDIX A1/4: TECHNICAL SPECIFICATIONS FOR REMOVAL OF INSTALLATION PERMANENTLY (RIP)

1.1.1.4.1 Type description: Overhead supply from pole to house roof:

1.1.1.4.1.1 Disconnection

- Identify job location (according to address on card)
- Identify meter number if access is possible
- Record meter reading and complete job card
- Make sure to utilize the necessary safety equipment
- Identify the correct CB/Porcelain fuse on pole.
- Test to ensure tester is in working order
- Switch-off CB on pole
- Disconnect live wire (jumper) and remove
- Disconnect dead wire
- Disconnect earth and neutral wires
- Bend wires back and secure against supply cable
- Tag installation (Service wire)
 - All required field details, environmental details and outcome of the job must be captured as per job card and methodology in the handheld device.
 - Photos of, but not limited to, the installation, status before and after and how the job card was delivered must be included when completing the job card, where applicable, regardless of the outcome of the job.
 - Leave the job card hard copy on site or with the customer and include photo as evidence.
 - Close the job to indicate whether the job was successful or unsuccessful indicating reason if unsuccessful.
- Take CB/ Porcelain fuse back to office

1.1.1.4.1.2 Reconnection

- Install CB on pole
- Connect earth to overheads with U-bolt (Crossby)
- Connect neutral to overheads with U-bolt (Crossby)
- Connect wire on load side of CB
- Install live wire between CB and overheads with U-bolt (Crossby)
- Switch on CB
- Test on load side
- Check visually if meter is turning
- Cable marker for place and stand
- Remove tag
- Check installation

1.1.1.4.2 Type description: UNDERGROUND CABLE SUPPLY FROM POLE TO HOUSE (METER BOX OUTSIDE OR ON BOUNDARY):

1.1.1.4.2.1 Disconnection

- Identify job location (according to address on card)
- Identify meter number if access is possible
- Record meter reading and complete job card
- Make sure to utilize the necessary safety equipment
- Identify the correct CB/Porcelain fuse on pole.
- Test to ensure tester is in working order
- Switch-off CB on pole
- Disconnect dead wire

- Disconnect neutral and earth wires
- Disconnect live wire (jumper) and remove
- Remove circuit breaker
- Cut cable \pm 1 meter from ground and remove
- Cap cable
- Leave rip tag on cable end
 - All required field details, environmental details and outcome of the job must be captured as per job card and methodology in the handheld device.
 - Photos of, but not limited to, the installation, status before and after and how the job card was delivered must be included when completing the job card, where applicable, regardless of the outcome of the job.
 - Leave the job card hard copy on site or with the customer and include photo as evidence.
 - Close the job to indicate whether the job was successful or unsuccessful indicating reason if unsuccessful.
- Mark cable and CB/ Porcelain fuse
- Take cable and CB/ Porcelain fuse back to office

1.1.1.4.2.2 Reconnection

- Install CB on pole
- Remove cable cap.
- Joint cable long enough to be reconnected
- Connect earth wire with U-bolt (Crossby)
- Connect neutral wire with U-bolt (Crossby)
- Connect wire on load side of CB
- Install live wire between CB and overheads with U-bolt (Crossby)
- Perform a meggar test on the reconnected wires.
- Switch on CB
- Test on load side
- Check visually if meter is turning
- Cable marker for area and stand
- Remove tag
- Check installation

1.1.1.4.3 Type description: UNDERGROUND RETICULATION:

1.1.1.4.3.1 Disconnection

- Identify job location(according to address on card)
- Identify meter number
- Record meter reading and complete job card
- Make sure to utilize the necessary safety equipment
- Remove cubical cover
- Identify the correct CB
- Locate cable marker to ensure correct address (more than one meter per box)
- Test to ensure tester is in working order
- Switch-off CB in meter box
- Disconnect live wire on CB, tape and push back to bus bar side
- Disconnect supply cable from meter and earth bar
- Cut cable beneath termination point, remove and mark

- Remove CB and mark
- Cap cable
- Mark cable with aluminium plate
- Leave rip tag on cable end
 - All required field details, environmental details and outcome of the job must be captured as per job card and methodology in the handheld device.
 - Photos of, but not limited to, the installation , status before and after and how the job card was delivered must be included when completing the job card, where applicable, regardless of the outcome of the job.
 - Leave the job card hard copy on site or with the customer and include photo as evidence.
 - Close the job to indicate whether the job was successful or unsuccessful indicating reason if unsuccessful.
- Take job card, cable and CB back to office

1.1.1.4.3.2 Reconnection

- Secure area with danger tape
- Remove cubical cover
- Open cable trench
- Remove cable cap
- Joint cable long enough to be reconnected
- Fit gland and shroud
- Install CB and wire between meter and CB
- Connect earth on earth bar
- Connect cable on meter
- Seal meter
- Reconnect live wire on CB
- Remove tag
- Perform a megger test to ensure wires connected correctly
- Fill cables in trench
- Check installation

1.1.1.5 APPENDIX A1/5: TECHNICAL SPECIFICATIONS FOR REMOVAL OF INSTALLATION PERMANENTLY ON PREPAID INSTALLATIONS (RIP_PREPAID)

1.1.1.5.1 Type description: OVERHEAD SUPPLY FROM POLE

1.1.1.5.1.1 Disconnection:

- Identify job location(according to address on card)
- Identify meter number if access is possible
- Remove meter and capture number on job card
- Make sure to utilize the necessary safety equipment
- Test to ensure tester is in working order
- Switch-off installation
- Remove illegal connecting wires / CB's or fuses
- Disconnect earth and neutral wires and cap wires an bundle conductor
- Remove aerial wire/bundle conductor to house and cap

Note: If no access, cut aerial wire / bundle conductor on earth boundary or as further down possible

- Take care not to cause any damages during the disconnection action
- Remove pre-payment meter
- Tag installation at aerial wire / bundle conductor hinged point
- Complete job card
 - All required field details, environmental details and outcome of the job must be captured as per job card and methodology in the handheld device.
 - Photos of, but not limited to, the installation, status before and after and how the job card was delivered must be included when completing the job card, where applicable, regardless of the outcome of the job.
 - Leave the job card hard copy on site or with the customer and include photo as evidence.
 - Close the job to indicate whether the job was successful or unsuccessful indicating reason if unsuccessful.
- Return aerial wire/bundle conductor, meter and other components to store

1.1.1.5.1.2 Reconnection:

- Identify job location
- Make sure to utilize the necessary safety equipment
- Re-install meter box if necessary
- Re-install pre-payment meter
- Re-install CB and air duct with two (2) leads
- Re-install live, earth and neutral wires with u-bolt (crossby)
- Switch on CB
- Test on load side
- Commission meter (ensure the correct voltage outgoing)
- Secure installation
- Leave completed reconnection card on site.

1.1.1.5.2 Type description: UNDERGROUND CABLE SUPPLY FROM POLE TO HOUSE (METER BOX OUTSIDE OR ON BOUNDARY)

1.1.1.5.2.1 Disconnection:

- Identify job location (according to address on card)
- Identify meter number if access is possible
- Record meter reading
- Make sure to utilize the necessary safety equipment
- Test to ensure tester is in working order
- Switch-off installation
- Remove illegal connecting wires / CB's or fuses and pre-payment meter and record number on job card
- Disconnect neutral and earth wires
- Cut cable +/- 1 meter from ground and remove
- Cap cable
- Leave RIP tag on cable end
- Complete job card
 - All required field details, environmental details and outcome of the job must be captured as per job card and methodology in the handheld device.
 - Photos of, but not limited to, the installation, status before and after and how

the job card was delivered must be included when completing the job card, where applicable, regardless of the outcome of the job.

- Leave the job card hard copy on site or with the customer and include photo as evidence.
- Close the job to indicate whether the job was successful or unsuccessful indicating reason if unsuccessful.
- Mark cable
- Return job card, cable and other removed components to office

1.1.1.5.2.2 Reconnection:

- Install CB at pole or pre-payment meter
- Install pre-payment meter
- Remove cable cap.
- Join cable long enough to be reconnected
- Connect earth wire with U-bolt (Crossby)
- Connect neutral wire with U-bolt (Crossby)
- Connect wire on load side of CB
- Install live wire between CB and overheads with U-bolt (Crossby)
- Switch on CB
- Test on load side
- Commission pre-payment meter
- Cable marker for house and stand
- Remove tag
- Check installation and complete job card with meter number

1.1.1.5.3 Type description: UNDERGROUND RETICULATION

1.1.1.5.3.1 Disconnection:

- Identify job location (according to address on card)
- Identify meter number
- Record meter reading
- Make sure to utilize the necessary safety equipment
- Secure area with danger tape
- Remove cubical cover
- Locate cable marker to ensure correct address
(more than one meter per box)
- Test to ensure tester is in working order
- Switch-off installation
- Disconnect supply cable from meter and earth bar (where applicable)
- Open a trench to remove minimum 1.5 meters of the identified cable
- Cap cable
- Mark cable with aluminium plate
- Fill the trench
- Remove pre-payment meter

Note: Report to THE CITY if paving should be replaced due to trenching

Leave rip tag at hinged point

Complete job card

- Leave the consumer card on site where consumer will find it

- Return job card, cable and other removed components to office

1.1.1.5.3.2 Reconnection:

- Secure area with danger tape
- Remove cubical cover
- Open cable trench
- Remove cable cap
- Join cable long enough to be reconnected
- Fit gland and shroud
- Place meter
- Install CB and wire between meter and CB (where applicable)
- Connect earth on earth bar
- Connect live and neutral on meter (where applicable)
- Seal meter
- Reconnect live wire on CB (where applicable)
- Remove tag
- Fill cable trench
- Commission pre-payment meter and complete job card and record meter number
- Secure installation

**Note: Report to THE CITY if paving should be replaced due to trenching
This procedure will be possible if the underground cable has a communication lead inside the cable**

1.1.1.6 APPENDIX A1/6: TECHNICAL SPECIFICATION FOR THE WORK DONE BY CONTRACTORS FOR RIP-BOX INSTALLATION

1.1.1.6.1 Scope

This document describes the procedure for Removal of Installation Permanently (RIP) by utilizing a box fitted with isolators. This procedure will be known as "RIP Box Installation".

1.1.1.6.2 Background

In certain circumstance it would not be feasible to execute a RIP action due to technical constraints. COT resolved that in certain scenarios (detail in this document) to use of a RIP box will be the preferred technical intervention rather than a normal RIP action.

The RIP boxes will be manufactured in only two configuration i.e. four (4) and six (6) isolator sizes.

1.1.1.6.3 Requirements

1.1.1.6.3.1 Installation Specification

- Remove all old CB's and illegal wiring
- Replace old CB's with new CB's in DU
- New 16 mm wire from CB to RIP box (red, black) in DU
- Wire protruding through box hole where male and female bushes are fitted.
- Wire through galvanized piping to dwelling
- Wire to run in pipe fitted with nipple, lock nut and copper bush

- Mark each isolator with stand number visible with a permanent label
- Installation must be left in a safe and secure condition

1.1.1.6.3.2 Installation Methodology

The CCC will deliver COT notices to inform the consumers that the power will be disrupted for the indicated period at least two to three days before the intended installation.

On completion of the said installation, the job cards must be completed by the technician and the following information must be recorded:

- all meter numbers supplied by the RIP box
- street number per meter number if available in the DU
- Meter reading (only conventional meters)
- Indicate all pre-payment meters
- Tick if illegal wires were removed
- Record the number of circuit breakers installed / removed

The completed job card (no portion must be left at the consumer) must be returned to the OCC. All the circuit breakers removed from the DU must be returned to OCC. The normal stock reconciliation process will be performed on the returned stock.

The OCC will be responsible to supply the required number of new circuit breakers to the CCC's in order to normalize the DU. Normal stock control principles will apply on the new stock utilized.

The consumers must not be disconnected after the installation of the RIP boxes. The order must be signed off by the CCC indicating that quality control was performed according to the accepted criteria as indicated in the document.

After receipt of the completed job card from the stores, THE CITY will flag the different meter numbers, as indicated on each job card, on the SAP system to indicate that the said meters were connected through a RIP box. This process will be completed within 48 working hours from the time the completed job card was received by the THE CITY supervisor.

An OCC Technical Specialist or COT representative must visit each installation completed by the CCC as per the returned job card. If all the installations are approved by either OCC or COT on a specific job card, the CCC will be able to invoice for that installations. Each installation found not to comply with the workmanship standard as described in this document, the CCC will rectify the non-conformities without additional cost to either OCC or COT. If unacceptable workmanship standards necessitate a 2nd inspection then the cost will be for the account of the CCC.

After the box installation was signed off by the relevant parties, the account is ready to be disconnected. THE CITY will present the account to COT through the normal verification process. If verified for disconnection a job card (RIP action) will be printed for the designated CCC. The action will be treated in the same manner as for other RIP action types.

1.1.1.6.3.3 Data capturing

Data of RIP boxes installed will be captured on the management information by the OCC. The following data will be captured:

- Account detail of the account responsible for the RIP box installation
- Number of meters
- Number of RIP box configuration installed.
- RIP box serial number(s)

- Date of installation
- Date inspected
- Date of flagging on SAP
- Detail of other accounts in the RIP box(s)
- Prepayment meter information must be forward to COT

1.1.1.6.3.4 Installation Quality

An RIP box installation will be deemed of acceptable quality if the installations comply with the following criteria:

- RIP boxes can be mounted either within or outside a distribution unit depending on the size of the distribution unit.
- On each installation the boxes must be fitted securely by either welded to the outside or fastened inside the distribution unit (DU).
- If the box (s) is welded on the outside of the DU, each box must be welded all the way on the base (no spot welding or silicon will be aloud). If two boxes are mounted next to each other, they must be welded together (no spot welding will be aloud). The welding area must be cleaned thoroughly and painted with an appropriate primer (with rust inhibitor) followed by a final coat of paint in similar colour of the box.
- If the box (s) is fastened inside the DU, bolt and nut must be used (self-taper screws are not acceptable). No RIP box must be mounted on a wooden surface.
- The existing CB's and wiring must be replaced with new 80 Amp CB's (and back plates) and wiring (from the load side to the RIP box) on each installation (CCC to supply the said CB's and wire free of charge).
- The galvanized pipes must be long enough so that tampering is virtually impossible.
- After rewiring of the DU all lose pieces of wire and other debris must be removed from the installation.
- The holes in the box for the protruding wires must be fitted with male and female bushes to protect the wires.
- Each stand number must be clearly indicated underneath each isolator (masking tape with written numbers is not acceptable).
- No cable joint are allowed in the galvanized pipes

1.1.1.6.3.5 Quality Control Procedures – ELECTRICITY SERVICE (QC)

For every reconnection/disconnection that was carried out, the CCC shall be required to visit the applicable premise, locate the meter and perform the following tasks:

- Verify that the physical address and meter serial number corresponds to the instruction details on the technician card.
- Ensure that the located meter actually supplies the address indicated on the technician card.
- Record the meter reading and other relevant information on the technical card.
- Check if correct device has been installed.
- Test the supply to a premise to determine whether the supply is disconnected.
- Check to ensure that the security mechanism/device(s) securing the restriction/disconnection devise are intact?
- Determine if the meter installation has illegally been reconnected or tampered with.
- Record and collect all necessary and relevant information that may be required for

prosecution purposes

- Collect any additional information that may be required by the Principle Project Manager or his representative.
- Take pictures of the installation that will have a date and time stamp.
- Leave top section of technician card on site.
- Return completed technician card and relevant information (i.e. photos) to the CITY.

The information required above must be submitted to the Principle Project Manager or his representative as and when required.

1.1.1.6.3.6 Risks

COT (Electricity) must approve the installation of the RIP boxes in distribution units (inside and outside of DU). Furthermore, network owners should also be notified that RIP boxes will be installed in distribution units on their network and that no keys will be available to them or their representative for these boxes. They will be notified of the procedure to gain access to these boxes.

1.1.1.7 APPENDIX A2: TECHNICAL SPECIFICATION FOR THE WORK DONE BY CONTRACTORS FOR THE CUT-OFF (CCC) (WATER)

1.1.1.7.1 TYPES OF WATER SERVICE CONNECTIONS USED IN THE COT ARE MAINLY:

- a) Elevated meter above ground with galvanised steel pipe elbows on both sides of the meter taking the pipe to its underground level with the stop valve upstream of the water meter all positioned at the stand boundary.
- b) Water meter underground with access via a ground level meter box lid at the stand boundary.
- c) The water meter on the consumer's side or the side of a boundary wall and the stop valve on the stand boundary.
- d) Elevated plastic bodied meter above ground complete and fitted in pre-plumbed plastic box.

Steel or HDPE piping are used for the underground work and galvanised steel for the above ground work. The general arrangement is shown and specified in the STANDARD SPECIFICATION FOR MUNICIPAL CIVIL ENGINEERING WORKS: SERIES 4: WATER RETICULATION AND WATER MAINS.

All work executed must comply with the above specification or its amendments when applicable.

- **Note:** Only plumber's hemp or PTFE tape is to be used on all screw threads when installing or removing water-regulating devices.

1.1.1.7.2 ILLEGAL CONSUMPTION INSPECTION PROCEDURES - WATER SERVICE (ICI-W)

For every restriction/disconnection that was carried out, the CCC shall be required to visit the applicable site, locate the water meter and perform the following tasks:

- Verify that the physical address and water meter serial number corresponds to the instruction details on the technician card.
- Ensure that the located water meter actually supplies the address indicated on the technician card.
- Record the meter reading and other relevant information on the technical card.
- Check if correct device has been installed.
- Test the water supply to a premise to determine whether the supply is restricted (in case of residential sites) by confirming the water flow rate (measure flow rate) or test to ensure that the water supply is disconnected by confirming that there is no water flow within the water meter installation.
- Check to ensure that the security mechanism/device(s) securing the restriction/disconnection device are intact?
- Determine if the water service has illegally been reconnected or tampered with.
- Record and collect all necessary and relevant information that may be required for prosecution purposes
- Collect any additional information that may be required by the Principle Project Manager or his representative.
- Leave top section of technician card at premises.
- Return completed technician card and relevant information (i.e. photos) to THE

CITY.

The information required above must be submitted to the Principle Project Manager or his representative as and when required.

Where tampering and or bypassing is suspected the CCC is to inform the Principle Engineer, or his representative or site supervisor or contractor within a specified time, which will inspect the water service to confirm bypassing and or tampering.

1.1.1.7.3 INSTALLATION OF WATER REGULATOR DEVICES TO RESIDENTIAL PROPERTIES: FIRST RESTRICTION - LEVEL 1 (WR-1)

For every restriction and reconnection undertaken, the CCC shall be required to visit the applicable premise, locate the water meter and perform the following tasks:

- Verify that the physical address and water meter serial number corresponds to the instruction details on the technician card.
- Ensure that the located water meter actually supplies the address indicated on the technician card with water.
- The CCC must endeavor to identify any illegal water connection(s) before the restriction. If any illegal connections are found the information must be marked on the technician card and returned to THE CITY. This information must be in turn given to the Principle Project Manager or his representative.

In the event of no illegal connection the CCC is to proceed with the restriction of the installation described below for types 1 -2 installations.

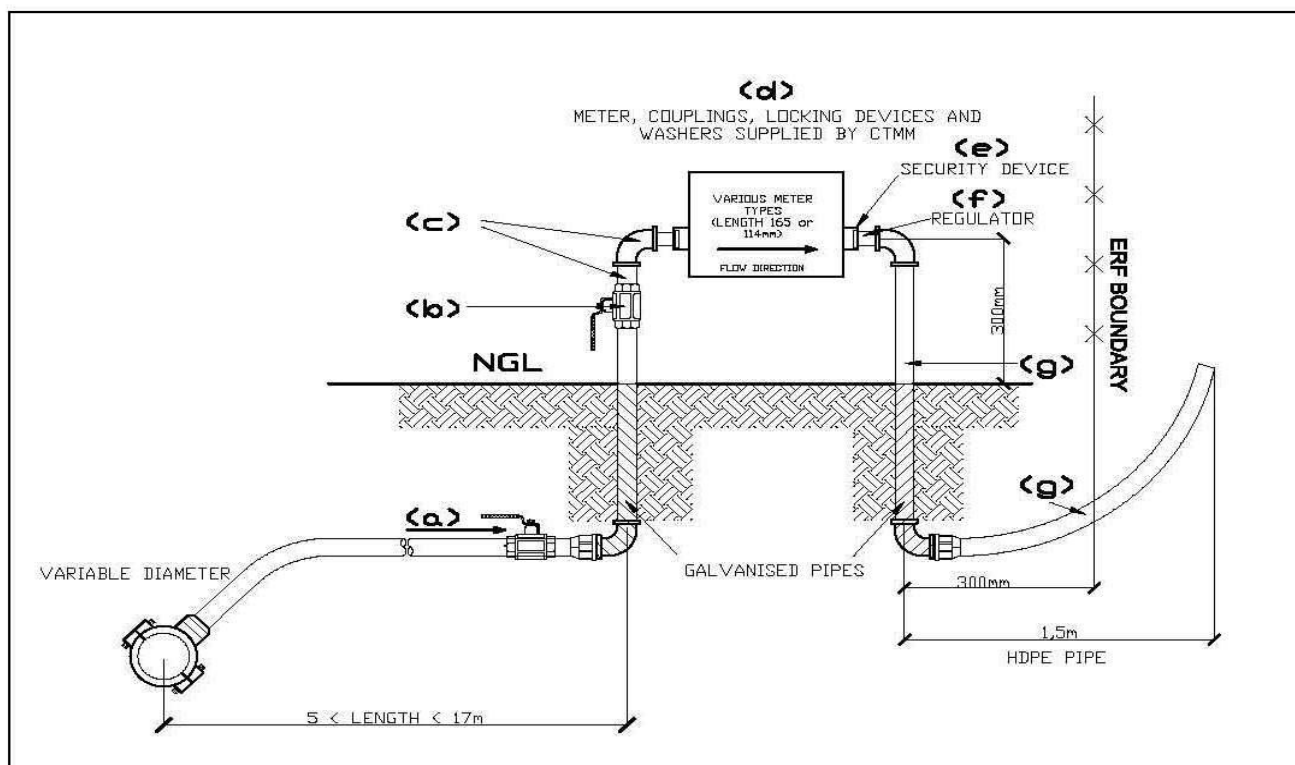
The procedure for the restrictions and re-connections described below includes, so far as can be determined, the steps that must be performed by the CCC when installing a typical water-regulator device. This procedure is linked to the type of device used and may therefore change from time to time, depending on the type of device used or on instruction from the Principle Project Manager or his representative.

1.1.1.7.4 INSTALLATION TYPE 1(EPS): ABOVE GROUND WATER CONNECTIONS (EXPOSED PIPE SYSTEM)

1.1.1.7.4.1 DESCRIPTION

The water connection for this type of installation comprises an elevated domestic water meter above ground with galvanised steel pipe elbows on both sides of the meter taking the pipe to its underground level, with a shut-off valve upstream of the water meter all positioned at the stand boundary.

1.1.1.7.4.2 TYPICAL DETAIL DRAWING OF INSTALLATION



Components a – g:

- a) Upstream water feed
- b) Shut-off valve (Ball valve)
- c) Galvanized pipes and fittings
- d) Water meter
- e) Security device
- f) Regulator
- g) Water supply to premises/house

1.1.1.7.4.3 RESTRICTION PROCEDURE

1.1.1.7.4.3.1 For every water service restriction undertaken the CCC shall be required to undertake one or all of the following:

- 1.1.1.7.4.3.1.1 Close the water supply to the premises at the valve (stopcock or ball valve) upstream of the water meter. If there is no valve directly upstream of the water meter, install ball valve in the upstream elbow using hemp or PTFE tape on the screw thread.
- 1.1.1.7.4.3.1.2 Loosen the meter coupling (Tailpiece) downstream of the water meter
- 1.1.1.7.4.3.1.3 Install a regulator by placing the device between coupling and meter.
- 1.1.1.7.4.3.1.4 Fit sealing washer to the meter coupling face and connect to meter by using special spanner, tools or key supplied.
- 1.1.1.7.4.3.1.5 Test the water flow to ensure that the regulator is functioning correctly by opening the upstream valve before reconnecting the meter to the

- downstream pipe. Open the upstream valve and check if water is flowing through in the specified manner. If not, replace regulator device with another and repeat the test. Mark the defective regulator clearly and place in separate container and return it to the store.
- 1.1.1.7.4.3.1.6 Install the security device to prevent unauthorized access to regulator.
 - 1.1.1.7.4.3.1.7 Ensure that the face of the water meter and dials at all times face upwards towards the installer, not to the side or facing the ground. Make sure that the water flow through the meter is in the correct direction – meter dials must register positive flow.
 - 1.1.1.7.4.3.1.8 Open valve upstream of meter and test to ensure that there is water flow and that the flow is restricted in accordance to flow specifications.
 - 1.1.1.7.4.3.1.9 Test shall be conducted at a tap on the correct premises closest to the installation if property is accessible if not, to test at the meter.
 - 1.1.1.7.4.3.1.10 Check for leaks at the installation before departing from the premises.
 - 1.1.1.7.4.3.1.11 Mark the installation, with unique identification e.g spray paint, tag etc. of the CCC.
 - 1.1.1.7.4.3.1.12 All required field details, environmental details and outcome of the job must be captured as per job card and methodology in the handheld device.
 - 1.1.1.7.4.3.1.13 Photos of, but not limited to, the installation , status before and after and how the job card was delivered must be included when completing the job card, where applicable, regardless of the outcome of the job.
 - 1.1.1.7.4.3.1.14 Leave the job card hard copy on site or with the customer and include photo as evidence.
 - 1.1.1.7.4.3.1.15 Close the job to indicate whether the job was successful or unsuccessful indicating reason if unsuccessful.

1.1.1.7.4.4 RECONNECTION PROCEDURE

- 1.1.1.7.4.4.1 For every water service re-connection undertaken the CCC shall be required to undertake one or all of the following:
- 1.1.1.7.4.4.2 Close-off the water supply to the premises at the valve (stopcock or ball valve) upstream of the water meter.
- 1.1.1.7.4.4.3 Loosen the meter coupling downstream of the water meter.
- 1.1.1.7.4.4.4 Remove the flow regulator device from between coupling and meter.
- 1.1.1.7.4.4.5 Remove the security device from the coupling by using special spanner or key supplied.
- 1.1.1.7.4.4.6 Refit sealing washer onto the water meter coupling.
- 1.1.1.7.4.4.7 Fit and secure meter coupling to meter.
- 1.1.1.7.4.4.8 Ensure that the face of the water meter and dials at all times face upwards towards the installer, not to the side or facing the ground. Make sure that the water flow through the meter is in the correct direction – meter dials must register positive flow.
- 1.1.1.7.4.4.9 Open valve upstream of the meter.
- 1.1.1.7.4.4.10 Test to ensure that there is water flow and that the flow is normalized, if property is accessible and if not, to test at the meter.
- 1.1.1.7.4.4.11 Test shall be conducted at a tap on the correct premises closest to the installation if property is accessible if not, to test at the meter.
- 1.1.1.7.4.4.12 Check for leaks at the installation before departing from the premises.
- 1.1.1.7.4.4.13 All required field details, environmental details and outcome of the job must be captured as per job card and methodology in the handheld

device.

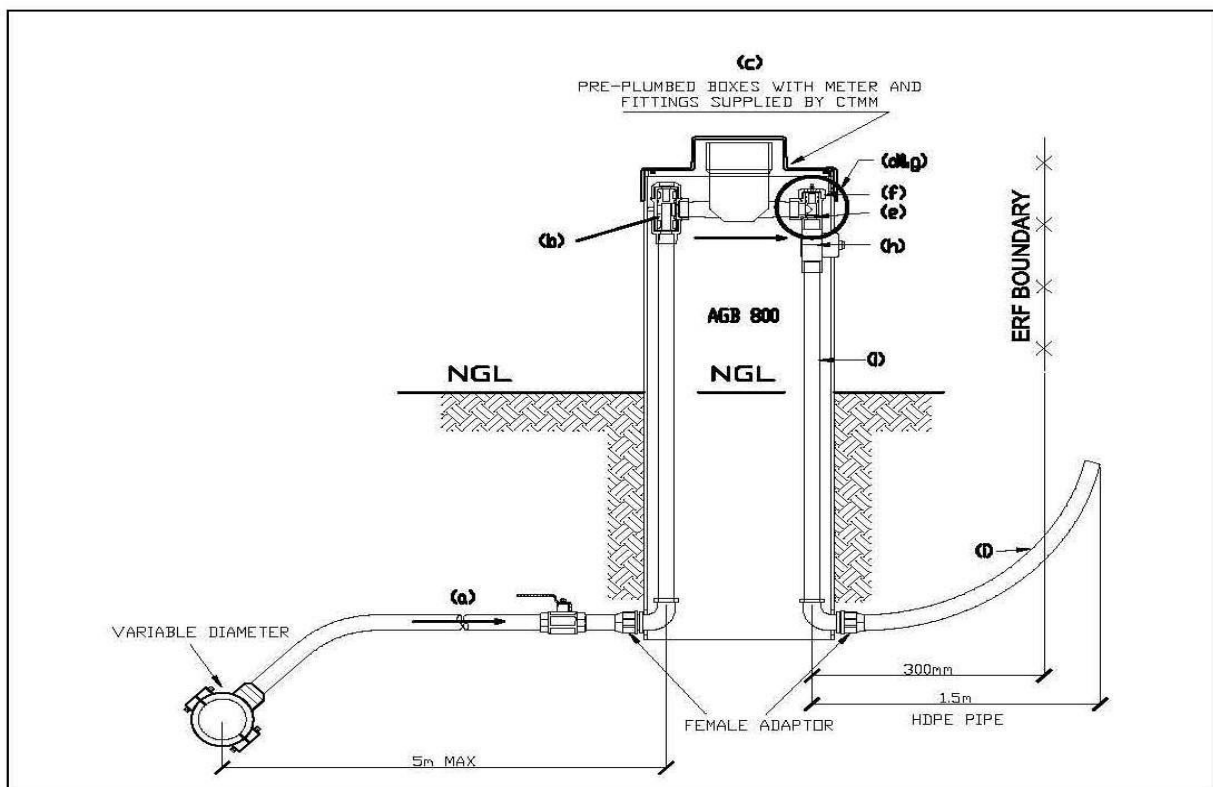
- 1.1.1.7.4.4.14 Photos of, but not limited to, the installation , status before and after and how the job card was delivered must be included when completing the job card, where applicable, regardless of the outcome of the job.
- 1.1.1.7.4.4.15 Leave the job card hard copy on site or with the customer and include photo as evidence.
- 1.1.1.7.4.4.16 Close the job to indicate whether the job was successful or unsuccessful indicating reason if unsuccessful.
- 1.1.1.7.4.4.17 Return all devices/components removed from the installation

1.1.1.7.5 INSTALLATION TYPE 2 (AGB): ABOVE GROUND WATER CONNECTIONS IN A PLASTIC BOX

1.1.1.7.5.1 DESCRIPTION

The water connection for this type of installation comprises pre-plumbed plastic pipes, fittings and meter all fusion welded inside a white plastic meter box. The meter has a blue/black lid which is secured to the meter box body with black pins. Meter box is fitted with push-fit inlet and outlet fittings, suitable for 20mm HDPE pipe. Two thirds of the box is installed below ground level, the inlet and out let pipes of the meter box are connected to the municipal communication pipe and the premises supply pipe respectively. The meter box is normally positioned at the stand boundary.

1.1.1.7.5.2 TYPICAL DETAIL DRAWING OF INSTALLATION



Components a – i:

- a) Upstream water feed
- b) Municipal shut-off valve
- c) Water meter

- d) Regulator assembly
- e) Flow regulator device
- f) Chamber securing nut
- g) Security device
- h) Consumer shut-off valve
- i) Water supply to premises/house

1.1.1.7.5.3 RESTRICTION PROCEDURE

1.1.1.7.5.3.1 For every water service restriction undertaken the CCC shall be required to undertake one or all of the following:

- 1.1.1.7.5.3.1.1 Open the meter box by removing the meter lid using the correct tools that will be supplied by the OCC. Close the water supply to at the internal valve upstream of the water meter.
- 1.1.1.7.5.3.1.2 Remove the sealing wire from the assembly that will holds the regulator.
- 1.1.1.7.5.3.1.3 Remove the chamber that holds the regulator.
- 1.1.1.7.5.3.1.4 Install the correct issued flow control regulator in the correct manner regarding the direction of flow. Ensure that the regulator is seated correctly. Fasten the assembled components by hand, but do not replace sealing wire.
- 1.1.1.7.5.3.1.5 Locate an internal tap on the property and open. Open the upstream valve and check if water is flowing through at an internal pipe. If not, replace regulator device with another and repeat the test. Mark the defect valve clearly and place in separate container and return it to the store.
- 1.1.1.7.5.3.1.6 Install a new length of sealing wire and crimp into place using your supplied crimping tool or install specified seal/locking device to prevent unauthorized access to regulator housing assembly.
- 1.1.1.7.5.3.1.7 Test to ensure that there is water flow and that the flow is restricted in accordance to flow specification.
- 1.1.1.7.5.3.1.8 Test shall be conducted at a tap on the correct premises closest to the installation, if property is accessible.
- 1.1.1.7.5.3.1.9 Check for leaks at the installation before departing.
- 1.1.1.7.5.3.1.10 Mark the installation, with unique identification e.g tag etc. of the CCC.
- 1.1.1.7.5.3.1.11 All required field details, environmental details and outcome of the job must be captured as per job card and methodology in the handheld device.
- 1.1.1.7.5.3.1.12 Photos of, but not limited to, the water meter installation , status before and after and how the job card was delivered must be included when completing the job card, where applicable, regardless of the outcome of the job.
- 1.1.1.7.5.3.1.13 Leave the job card hard copy on site or with the customer and include photo as evidence.
- 1.1.1.7.5.3.1.14 Close the job to indicate whether the job was successful or unsuccessful indicating reason if unsuccessful.

1.1.1.7.5.4 RECONNECTION PROCEDURE

1.1.1.7.5.4.1 For every water service re-connection undertaken the CCC shall be required to undertake one or all of the following:

- 1.1.1.7.5.4.1.1 Open the meter box by removing the meter lid using the correct tools that will be supplied by the OCC. Close the water supply to the premises at the internal valve upstream of the water meter.
- 1.1.1.7.5.4.1.2 Remove the sealing wire or any other type seal/locking device that was used to secure the regulator assembly.
- 1.1.1.7.5.4.1.3 Remove the housing nut and regulator from the regulator assembly.
- 1.1.1.7.5.4.1.4 Re-fit regulator housing into chamber and secure with cover nut.
- 1.1.1.7.5.4.1.5 Test water supply to ensure that the flow is normalized, if property is accessible.
- 1.1.1.7.5.4.1.6 Test shall be conducted at a tap on the correct premises closest to the installation, if access is available.
- 1.1.1.7.5.4.1.7 Check for leaks at the installation before departing.
- 1.1.1.7.5.4.1.8 Insert the colour coded lid locking pin (normally Black) indicating that the installation is not restricted.
- 1.1.1.7.5.4.1.9 All required field details, environmental details and outcome of the job must be captured as per job card and methodology in the handheld device.
- 1.1.1.7.5.4.1.10 Photos of, but not limited to, the installation , status before and after and how the job card was delivered must be included when completing the job card, where applicable, regardless of the outcome of the job.
- 1.1.1.7.5.4.1.11 Leave the job card hard copy on site or with the customer and include photo as evidence.
- 1.1.1.7.5.4.1.12 Close the job to indicate whether the job was successful or unsuccessful indicating reason if unsuccessful.
- 1.1.1.7.5.4.1.13 Return all devices/components removed from the installation

1.1.1.7.5.5 RECONNECTION PROCEDURE

- 1.1.1.7.5.5.1 For every water service re-connection undertaken the CCC shall be required to undertake one or all of the following:
- 1.1.1.7.5.5.2
- 1.1.1.7.5.5.3 Close-off the water supply to the premises at the valve (stopcock or ball valve) upstream of the water meter.
- 1.1.1.7.5.5.4 Loosen the meter coupling downstream of the water meter.
- 1.1.1.7.5.5.5 Remove the flow regulator device from between coupling and meter.
- 1.1.1.7.5.5.6 Remove the security device from the coupling by using special spanner or key supplied.
- 1.1.1.7.5.5.7 Refit sealing washer onto the water meter coupling.
- 1.1.1.7.5.5.8 Fit and secure meter coupling to meter.
- 1.1.1.7.5.5.9 Ensure that the face of the water meter and dials at all times face upwards towards the installer, not to the side or facing the ground. Make sure that the water flow through the meter is in the correct direction – meter dials must register positive flow.
- 1.1.1.7.5.5.10 Test to ensure that there is water flow and that the flow is normalized.
- 1.1.1.7.5.5.11 Test shall be conducted at a tap on the correct premises closest to the installation if property is accessible or if not, to test at the meter.
- 1.1.1.7.5.5.12 Check for leaks at the installation before departing from the premises.

- 1.1.1.7.5.5.13 All required field details, environmental details and outcome of the job must be captured as per job card and methodology in the handheld device.
- 1.1.1.7.5.5.14 Photos of, but not limited to, the installation , status before and after and how the job card was delivered must be included when completing the job card, where applicable, regardless of the outcome of the job.
- 1.1.1.7.5.5.15 Leave the job card hard copy on site or with the customer and include photo as evidence.
- 1.1.1.7.5.5.16 Close the job to indicate whether the job was successful or unsuccessful indicating reason if unsuccessful.
- 1.1.1.7.5.5.17 Return all devices/components removed from the installation

1.1.1.7.6 INSTALLATION OF WATER DISCONNECTION DEVICES TO PREMISES OTHER THAN RESIDENTIAL: LEVEL 1 (WD-1)

- 1.1.1.7.6.1 The CCC shall in all instances for every disconnection and reconnection undertaken, be required to visit the applicable premise, locate the water meter and perform the following tasks:
 - Verify that the physical address and water meter serial number corresponds to the instruction details on the technician card.
 - Ensure that the located water meter actually supplies the address indicated on the technician card with water.
 - The CCC must endeavour to identify any illegal water connection(s) on the premises before the disconnection. If any illegal connections are found the information must be marked on the technician card and returned to THE CITY. This information must be in turn given to the Principle Project Manager or his representative.
 - In the event of no illegal connection the CCC is to proceed with the disconnection/reconnection as follows:

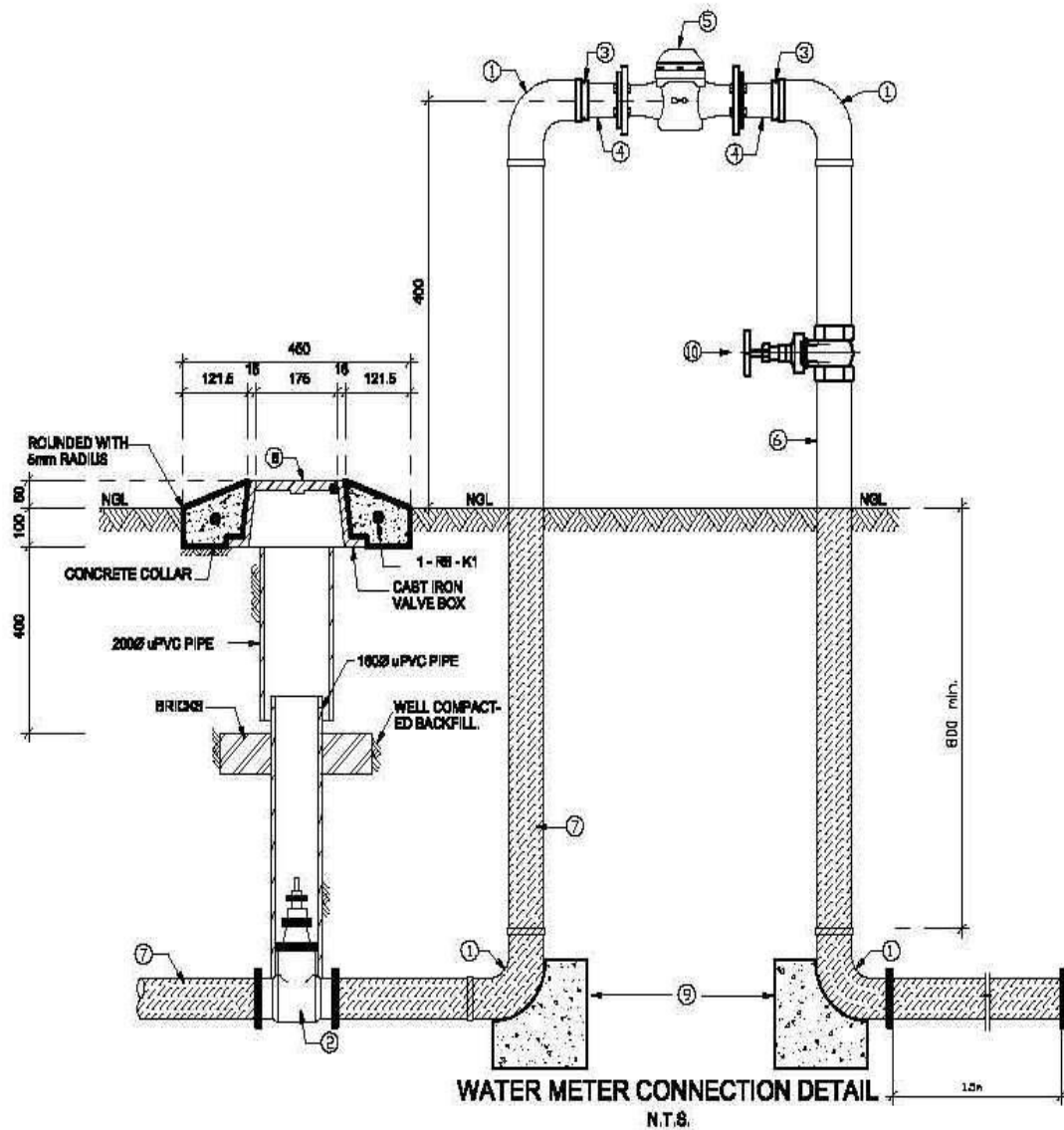
1.1.1.7.6.2 DESCRIPTION

The water connection for this type of installation comprises an elevated water meter above ground with galvanised steel pipes and fittings on both sides of the meter. The installations vary in configuration and pipe diameters that range anything from 15mm to approximately 150mm. The pipe diameter may in some very exceptional cases pipe be larger than 150mm. The shut-off valve for the larger installations is situated upstream of the water meter below ground level in a valve box/chamber and can vary from a ball valve, stop cock to a sleuth gate assembly, depending on the size and nature of installation.

1.1.1.7.6.3 TYPICAL DETAIL DRAWING OF INSTALLATION

Components:

- **Residential** - Refer to drawings paragraphs 3.4.2, 3.5.2 and 3.6.2
- **Commercial/Industrial/business** - Refer to drawing below:



No.	ITEM DESCRIPTION	WATER CONNECTION SIZES			
		500 (Meter)	800 (Meter)	1000 (Meter)	1500 (Meter)
①	ELBOWS, GALV.	800	1000	1500	2000
②	VALVE	RSV 800	RSV 1000	RSV 1500	RSV 2000
③	REDUCING BUSH	80-600	100-800	150-1000	200-1500
④	NIPPLE	500	800	1000	2000
⑤	WATER METER	500	800	1000	1500
⑥	PIPE, GALV.	800	1000	1500	2000
⑦	"DENSOTAPE" WRAPPING	YES	YES	YES	YES
⑧	CONCRETE VALVE BOX	YES	YES	YES	YES
⑨	ANCHOR BLOCKS	YES	YES	YES	YES
⑩	WHEEL VALVE	800	1000	1500	2000

1.1.1.7.6.4 DISCONNECTION PROCEDURE

1.1.1.7.6.4.1 In all instances the CCC shall use the approved appropriate locking device supplied by the COT to shut-off the water supply.

- 1.1.1.7.6.4.2 Under no circumstance are any of the installation's components to be removed unless otherwise instructed by the Principle Engineer.
- 1.1.1.7.6.4.3 This procedure is linked to the type of device used and may therefore from time to time change depending on the type of device or upon instruction from the Principle Project Manager or his representative.
- 1.1.1.7.6.4.4 The procedure for a Level 1 Water Disconnection shall be executed as follows:
- 1.1.1.7.6.4.5
- 1.1.1.7.6.4.6 Close the water supply to the premises at the stop cock/gate/ball/R.S.V. valve.
- 1.1.1.7.6.4.7 Place a locking mechanism/device on the valve, and lock the mechanism in place.
- 1.1.1.7.6.4.8 Test the water flow to ensure that the water flow is disconnected.
- 1.1.1.7.6.4.9 Test shall be conducted at a tap on the correct premises closest to the installation if property is accessible or if not, to test at the meter.
- 1.1.1.7.6.4.10 Check for leaks at the installation before departing from the premises.
- 1.1.1.7.6.4.11 Mark the installation, with unique identification e.g. spray paint, tag etc. of the CCC.
- 1.1.1.7.6.4.12 Bag all components removed from installation (i.e. stop cock handle, nuts etc...) and tag with address particulars.
- 1.1.1.7.6.4.13 Complete the technician card on the device and close the job taking all the evidence photos.

1.1.1.7.6.5 RECONNECTION PROCEDURE

- 1.1.1.7.6.5.1 For every water service re-connection undertaken the CCC shall be required to undertake one or all of the following:
- 1.1.1.7.6.5.1.1 Remove the locking mechanism from the stop cock/gate/ball/R.S.V valve.
- 1.1.1.7.6.5.1.2 Replace components removed from installation that were bagged and tagged for the particular address.
- 1.1.1.7.6.5.1.3 Open up valve and test the water flow to ensure that the flow is normalised.
- 1.1.1.7.6.5.1.4 Check to ensure that installation does not have any water leaks and to rectify leaks before departure.
- 1.1.1.7.6.5.1.5 Test shall be conducted at a tap on the correct premises closest to the installation if property is accessible or if not, to test at the meter.
- 1.1.1.7.6.5.1.6 Leave reconnection slip of technician card at premises.
- 1.1.1.7.6.5.1.7 Return all devices/components that were removed from the installation.

1.1.1.7.6.6 RECONNECTION PROCEDURE

- 1.1.1.7.6.6.1 For every water service re-connection undertaken the CCC shall be required to undertake one or all of the following:
- 1.1.1.7.6.6.1.1 Remove the meter coupling (tailpiece) downstream of the water meter; water meter is to remain in place.
- 1.1.1.7.6.6.1.2 Remove the blank flange between meter and downstream coupling.
- 1.1.1.7.6.6.1.3 Reconnect downstream coupling and pipework to meter (ensure seals

- between meter and coupling are in place).
- 1.1.1.7.6.6.1.4 Secure nuts and bolts.
- 1.1.1.7.6.6.1.5 Open valve and check to ensure that installation does not have any water leaks and to rectify any leaks before departure.
- 1.1.1.7.6.6.1.6 Test the water flow to ensure that the flow is disconnected.
- 1.1.1.7.6.6.1.7 Test shall be conducted at a tap on the correct premises closest to the installation if property is accessible or if not, to test at the meter.
- 1.1.1.7.6.6.1.8 Mark the installation, with unique identification e.g. spray paint, tag etc. of the CCC.
- 1.1.1.7.6.6.1.9 Complete the technician card and sign the work off.
- 1.1.1.7.6.6.1.10 Return all devices/components that were removed from the installation to the City.
- 1.1.1.7.6.6.1.11
- 1.1.1.7.6.6.1.12 Backfill, compact and level trenches to the adjacent surfaces immediately after the removal of the pipe work. Finishing and tidying of area following the backfilling of the trench will form an essential part of the action.
- 1.1.1.7.6.6.1.13 Complete technician card and leave appropriate section of card at premises.
- 1.1.1.7.6.6.1.14 Return the water meter to the COT Operations and Maintenance Depot at 11 Johannes Ramokhoase St, Pretoria.
- 1.1.1.7.6.6.1.15 Return pipes and fittings that were removed from the installation to the City.

- 1.1.1.7.6.6.2 Backfill, compact and level trenches to the adjacent surfaces immediately after the installation of the new communication pipe and meter. Finishing and tidying of area following the backfilling of the trench will form an essential part of the action.
- 1.1.1.7.6.6.3 Test the installation for leaks before departing from the premises to ensure that there are no water leaks emanating from the water connection infrastructure where the new water meter was installed. Should there be signs of water leakage to rectify same before departure.
- 1.1.1.7.6.6.4 Complete technician card and leave reconnection slip-of card at premises.
- 1.1.1.7.6.6.5 Return completed technician card to THE CITY.
- 1.1.1.7.6.6.6 All excavation, compaction and backfilling of trenches shall comply with the Specifications set out in the Standard Specifications for Civil Engineering Works: Series 2, Earthworks Section 202: Trenching.
- 1.1.1.7.6.6.7 The above-mentioned descriptions are not necessarily complete and shall not limit the Works to be carried out by the CCC under this contract

1.1.1.7.6.7 Quality Control Procedures - WATER SERVICE (QC)

- 1.1.1.7.6.7.1 For every restriction/disconnection that was carried out, the CCC shall be required to, locate the water meter installation and perform the following tasks:
 - 1.1.1.7.6.7.1.1 Verify that the physical address and water meter serial number corresponds to the instruction details on the technician card.

- 1.1.1.7.6.7.1.2 Ensure that the located water meter actually supplies the address indicated on the technician card.
- 1.1.1.7.6.7.1.3 Record the meter reading and other relevant information on the technical card.
- 1.1.1.7.6.7.1.4 Check if correct device has been installed.
- 1.1.1.7.6.7.1.5 Test the water supply to determine whether the supply is restricted by confirming the water flow rate (measure flow rate) or test to ensure that the water supply is disconnected.
- 1.1.1.7.6.7.1.6 Check to ensure that the security mechanism/device(s) securing the restriction/disconnection device are intact?
- 1.1.1.7.6.7.1.7 Determine if the water service has illegally been reconnected or tampered with.
- 1.1.1.7.6.7.1.8 Record and collect all necessary and relevant information that may be required for prosecution purposes.
- 1.1.1.7.6.7.1.9 Collect any additional information that may be required by the Principle Project Manager or his representative.
- 1.1.1.7.6.7.1.10 Take pictures of the installation that will have a date and time stamp.
- 1.1.1.7.6.7.1.11
- 1.1.1.7.6.7.1.12 The information required above must be submitted to the Principle Project Manager or his representative as and when required.
- 1.1.1.7.6.7.1.13
- 1.1.1.7.6.7.1.14 Where tampering and or bypassing is suspected the CCC is to inform the Principle Engineer, or his representative or site supervisor or contractor within a specified time, which will inspect the water service to confirm bypassing and or tampering.

When the excavations of trenches have been accurately executed, notice shall be given by the CCC to the Principle Project Manager or his representative to enable an inspection of the trench to be carried out without undue delay. Pipe laying shall not commence until the Principle Project Manager or his representative has approved the trench.

- Tree roots shall not be cut where this could be detrimental to the tree. Where trenches cross lawn area, the grass shall be removed in squares, kept well watered and carefully replaced. The tendered prices shall include the cost of such work.

All excavation, compaction and backfilling of trenches shall comply with the Specifications set out in the Standard Specifications for **Civil Engineering Works: Series 2, Earthworks Section 202: Trenching** and the Specifications set out in the Project Specifications.

1.1.1.8 HANDHELD UNIT

This device shall be an Android version 4.14 or latest capable to do the following:

- Take pictures with real time data
- Take GPS (Global position system) coordinates
- Interface with credit control management system via open secured protocol
- Update real time data from the field via wireless communication and hard wire communication

1.1.2 SOCIO ECONOMIC PLAN

3.2.3.1 Tenderer shall provide an economic plan which will include the job creation plan; the job creation plan must accommodate interns and labourers.

3.2.3.2 The Tenderer shall provide details of all training to be provided, through on-site,

accredited training and formal training for employees at all levels to ensure they enhance their competence, and able to provide the required operation and maintenance skills across the various plant process streams. This shall also include SHEQ training.

3.2.3.3 The Tenderer shall also detail the capacity building and skills transfer initiatives to be implemented with the Employer's key management and counterpart staff such that they can take over and manage the facilities on contract completion, in a seamless and sustainable manner.

C3.3 MANAGEMENT

C3.3.1 APPLICABLE SANS 1921 STANDARDS

The following parts of SANS 1921 (Construction and management requirements for construction works) and associated specifications are applicable:

SANS 1921-1:	General engineering and construction works
SANS 1921-2:	Accommodation of traffic on public roads occupied by the contractor
SANS 1921-4:	Third party management support in works contracts
SANS 1921-5:	Earthworks activities, which are to be performed by hand
SANS 1921-6:	HIV / AIDS awareness

C3.3.2 MANAGEMENT MEETINGS

Provide particulars of times, days, location, attendance requirements, etc. as required and state requirements for representatives with the necessary delegated authority in respect of aspects such as planning, change management, health and safety.

C3.3.3 FORMS FOR CONTRACT ADMINISTRATION

State requirements, if any, for use of standard forms for contract administration purposes and include examples of such forms in the annexes.

C3.3.4 ELECTRONIC PAYMENTS

State details required / procedures to obtain electronic payments, as relevant.

C3.3.5 DAILY RECORDS

- 3.3.5.1. CCC will be required to complete day sheets, job cards and statistics on work performed and submit the documents to the CoT.
- 3.3.5.2. CCC shall be required to keep the following:
 - 3.3.5.2.1 A daily field workers register including areas of work allocation
 - 3.3.5.2.2 A daily vehicle registers.

C3.3.6 BONDS AND GUARANTEES

If requested, submit for the Employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the Conditions of Contract identified in the Contract Data.

C3.3.7 PAYMENT CERTIFICATES

3.3.7.1 All invoices shall be accompanied by supporting documentation validating the work invoiced. The supporting documentation shall include but will not be limited to:

- 3.3.7.1.1 Statistics report of transactions in accordance with the categories of the bill of quantities.

- 3.3.7.1.2 Quality control report including photos with a date and time stamp.
- 3.3.7.1.3 Payment statement showing current amount payable and outstanding invoiced payments.

C3.3.8 PERMITS

CCC field workers shall be required to at all-time be in possession of a green bar coded South African identity document and an official CoT identity card. All vehicles used in the execution of field work must be clearly marked with a CoT contractor signage.

C3.3.9 PROOF OF COMPLIANCE WITH THE LAW

State specific documents or methods which compliance with any legislation is to be verified, as necessary.

C3.3.10 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.

C3.3.11 RISK AND INSURANCE

- 3.3.11.1 The amount of the minimum limit of indemnity for insurance in respect of loss of or damage to property and liability for bodily injury to or death of a person a person (not employee of the contractor) due to activity in connection with this contract for any one event is R10m.
- 3.3.11.2 The amount of the minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the contractor arising out of and in the cause of their employment in connection with this contract is as set out in COIDA (WCA) as well as group life insurance for at least three times the employee's total earnings.
- 3.3.11.3 The employer provides these insurances from the insurance table:
 - 3.3.11.3.1 Insurance against loss or damage to the works, plant and materials
 - 3.3.11.3.2 Cover/indemnity is R12m excluding escalation.
 - 3.3.11.3.3 The deductibles are:
 - 3.3.11.3.3.1 Theft or any attempt thereto- R3 500 for any one loss
 - 3.3.11.3.3.2 Building, civil and earthworks per stand or per house – R 3 500 aggregating to R50 000 for any one loss.
 - 3.3.11.3.3.3 For any other work not relating to a stand or house is R20 000 for any one loss.
- 3.3.11.4 Insurance against:
 - 3.3.11.4.1 Liability for loss of or damage to property (except the works, plant and materials and equipment) and liability for bodily injury to or death of a person (not an employee of the contractor) caused by activity in connection with this contract.
 - 3.3.11.4.2 Cover/Indemnity is R10mil.
 - 3.3.11.4.2.1 The deductibles are R10 000.

C3.3.12 TRAINING

- 3.3.12.1 The successful tenderers shall make all suitable field personnel available for training and re-training upon appointment and thereafter as and when required.
- 3.3.12.2 The minimum qualification for Final Demand delivery field workers shall be NQF level 2 (Grade 10) or equivalent.
- 3.3.12.3 The minimum qualification for level 2 (CAN) disconnection and Removal of

- Installation Permanently (RIP) and reconnections field workers shall be a qualified electrician (trade test).
- 3.3.12.4 The minimum qualification for ICI and Audit field workers shall be a qualified electrician (trade test) electrical engineering.
- 3.3.12.5 Competent personnel to do credit control technical field actions is as per Tshwane relevant courses.
- 3.3.12.6 Training for all the relevant courses will be provided by CoT.
- 3.3.12.7 The minimum qualification for WR, WD and RIP-W field workers shall be qualified plumber (trade test).
- 3.3.12.8 The minimum qualification for ICI and Audit field workers shall be a qualified plumber (trade test).
- 3.3.12.9 *Electricians (Artisan) – Qualified*
- 3.3.12.9.1 A certified Electrician is a person with the following qualifications:
- 3.3.12.9.1.1 Successful completion of a Trade Test
- 3.3.12.9.1.2 A code B or C1 national driver's license
- 3.3.12.10 *Artisan Assistants*
- 3.3.12.10.1 An artisan is a person with the following qualifications:
- 3.3.12.10.1.1 N2/N3 electrical engineering or Grade 10 or above
- 3.3.12.10.1.2 Completed Apprenticeship
- 3.3.12.10.1.3 A code B or C1 national driver's license
- 3.3.12.11 *Plumber– Qualified*
- 3.3.12.11.1 A certified plumber is a person with the following qualifications:
- 3.3.12.11.1.1 N2/N3 civil engineering
- 3.3.12.11.1.2 Completed Apprenticeship
- 3.3.12.11.1.3 Professional Drivers permit
- 3.3.12.11.1.4 Successful completion of a Trade Test
- 3.3.12.11.1.5 A code B or C1 national driver's license
- 3.3.12.12 *Artisan (Plumber) Assistants*
- 3.3.12.12.1 An artisan is a person with the following qualifications:
- 3.3.12.12.1.1 N2/N3 civil engineering or Grade 10 or above
- 3.3.12.12.1.2 Completed Apprenticeship
- 3.3.12.12.1.3 A code B or C1 national driver's license
- 3.3.12.13 *Final Demand Field Worker is a person with the following qualifications:*
- 3.3.12.13.1 Grade 10 or above
- 3.3.12.14 *Safety Officer*
- 3.3.12.14.1 A safety officer is a person with the following qualifications:
- 3.3.12.14.1.1 Grade 12 certificate or above
- 3.3.12.14.1.2 SAMTRAC or Safety Management Diploma
- 3.3.12.14.1.3 SHEQ management courses
- 3.3.12.14.1.4 1-2 years working experience as a safety officer
- 3.3.12.14.1.5 Professional registration with relevant registration body
- 3.3.12.15 *Project Manager (Electrical)*
- 3.3.12.15.1 A Project Manager (Electrical) is a person with the following qualifications:
- 3.3.12.15.1.1 B-Eng/B-Tech/ND Electrical Engineering or equivalent, or
- 3.3.12.15.1.2 NnD Electrical Engineering plus Trade Certificate

3.3.12.15.1.3 With a code B or C1 national driver's license

3.3.12.16 Project Manager (Water)

3.3.12.16.1 A Project Manager (Water) is a person with the following qualifications:

3.3.12.16.1.1 B-Eng/B-Tech/ND Civil Engineering or equivalent, or

3.3.12.16.1.2 NnD Civil Engineering plus Trade Certificate

3.3.12.16.1.3 With a code B or C1 national driver's license

C3.4.1 CONDITIONS OF AWARD OF TENDER

3.4.1.1 The Group Financial Services Department, on awarding the contract to the successful contractors, will appoint a maximum of eighteen service providers/contractors for credit control on electricity and water services actions on electricity services and water services for City of Tshwane as and when required for a period of three (3) years.

3.4.1.1.1 Electricity Services: A maximum of 10 (Ten) tenderers shall be appointed. The minimum qualification shall be qualified electrician (trade test) electrical engineering for the technical part.

3.4.1.1.2 Water Services: A maximum of 5 (Five) tenderers for Water and Sanitation Division. The minimum qualification shall be qualified plumber (trade test) for the technical work.

3.4.1.1.3 Electricity Services Quality Control: A maximum of 2 (Two) tenderers shall be appointed. The minimum qualification shall be qualified electrician (trade test) electrical engineering for the technical work.

3.4.1.1.4 Water Services Quality Control: A maximum of 1 (One) tenderers shall be appointed. The minimum qualification shall be qualified plumber (trade test) for the technical work.

3.4.1.2 The successful tenderer(s) must not be an owner / owners of a private metering company or a metering company. The successful tenderer(s) must not have shares in a private metering company or metering company. The successful tenderer(s) must not be in a joint venture with a private metering company or metering company and/or must not have any business relations with any private metering company or any metering company. The tenderer must declare on a letter that they do not own or are not part of a private metering company or metering company.

3.4.1.3 The tenderer accepts to comply with all the requirements for labour intensive work per specific project performed under the resulting contract in terms of EPWP requirements.

3.4.1.4 Omitting a rate in any of the items in the schedule of rates will result in the tender being disqualified.

3.4.1.5 Re – writing over a rate/entry in the schedule of rates will result in the tender being disqualified.

3.4.1.6 Correcting an entry in the schedule of rates in a manner not prescribed in the conditions of tender WILL lead to the tender being disqualified.

3.4.1.7 The schedules of rates must be completed in full, if not the tender will be disqualified.

4. STAGES OF EVALUATION

This bid will be evaluated in Four (4) evaluation stages namely:

- **Stage 1:** Administrative Compliance
- **Stage 2:** Mandatory Requirements
- **Stage 3:** Functionality Criteria
- **Stage 4:** Preference Points System

Stage 1: Administrative compliance

All the bids will be evaluated against the administrative responsiveness requirements as set out in the list of returnable documents.

Compulsory Returnable Documentation (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)
a) To enable The City to verify the bidder's tax compliance status, the bidder must provide; <ul style="list-style-type: none"> • A copy of their Tax Clearance Certificate (TCS); or • Indicate their tax compliance status PIN. 		TCS must be in the same business name as the bidding company. TCS must be valid. Tax status must be compliant before the award.
b) A copy of their Central Supplier Database (CSD) registration; or indicate their Master Registration Number / CSD Number;		CSD must be valid. Tax status must be compliant before the award.
c) Confirmation that the bidding company's rates and taxes are up to date: Original or copy of Municipal Account Statement of the Bidder (bidding company) not older than 3 months and account must not be in arrears for more than ninety (90) days; or ,signed lease agreement or In case of bidders located in informal settlement, rural areas or areas where they are not required to pay Rates and Taxes a letter from the local councillor confirming they are operating in that area		Was a Municipal Account Statement or landlord letter provided for the bidding company? The name and / or addresses of the bidder's statement correspond with CIPC document? Are all payment(s) up to date (i.e. not in arrears for more than 90 days?
d) In addition to the above, confirmation that all the bidding company's owners / members / directors / major shareholders rates and taxes are up to date: • Original or copy of Municipal Account Statement of all the South African based owners / members / directors / major shareholders not older than 3 months and the account/s may not be in arrears for more than ninety (90) days; or a signed lease		Was a Municipal Account Statement(s) or landlord letter(s) provided for ALL the bidding company's (SA based) directors? The names and/or addresses of all directors on statement correspond with CIPC document? Are all payments up to date (i.e. not in arrears for more than 90 days?

Compulsory Returnable Documentation (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)
agreement of owners / members / directors / major shareholders or In case of bidders located in informal settlement, rural areas or areas where they are not required to pay Rates and Taxes a letter from the local councillor confirming they are residing in that area		
<p>e) Duly Signed and completed MBD forms (MBD 1, 4, 5, 8 and 9) The person signing the bid documentation must be authorized to sign on behalf of the bidder. Where the signatory is not a Director / Member / Owner / Shareholder of the company, an official letter of authorization or delegation of authority should be submitted with the bid document.</p> <p>NB: Bidders must ensure that the directors, trustees, managers, principal shareholders, or stakeholders of this company, declare any interest in any other related companies or business, whether or not they are bidding for this contract. <u>See Question 3.14 of MBD 4. Failure to declare interest will result in a disqualification</u></p>		<p>All documents fully completed (i.e. no blank spaces)? All documents fully signed? Signature authorized (any director / member / trustee as indicated on the CIPC document, alternatively a delegation of authority would be required? Documents completed in black ink (i.e. no "Tippex" corrections, no pencil, no other color ink, or non-submission of the above, will be considered)?</p>
<p>f) Financial Statements for the most recent three (3) years or financial statements from date of existence for companies less than three years old.</p> <p>NB: The bidder must submit signed audited annual financial statements for the most recent three years, or if established for a shorter period, submit audited annual financial statements from date of establishment.</p> <p>If the bidder is not required by law to prepare signed annual financial statements for auditing purposes, then the bidder must submit proof that the bidder is not required by law to prepare audited financial statements.</p>		<p>Applicable for tenders above R10m in conjunction with MBD 5)</p> <p>Are Audited financial statements provided (Audited financials must be signed by auditor)? Or</p>
<p>g) Joint Ventures (JV) – (Only applicable when the bidder tenders as a joint venture) Where the bidder bids as a joint venture (JV), the required or relevant documents as per (a) to (f) above must be provided for all JV parties. In addition</p>		<p>If applicable. JV agreement provided? JV agreement complete and relevant? Agreement signed by all parties? All required documents as per (i.e. a to e) must be provided for all partners of the JV.</p>

Compulsory Returnable Documentation (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)
<p>to the above the bidder must submit a Joint Venture (JV) agreement signed by the relevant parties.</p> <p>NB: It is a condition of this bid that the successful bidder will continue with the same Joint Venture (JV) for the duration of the contract unless prior approval is obtained from the City.</p>		
<p>h) Bidder attended a compulsory briefing session where applicable</p>		<p>A compulsory briefing register must be signed by the bidder.</p> <p>Bidders will be disqualified should they fail to attend compulsory briefing session</p>
<p>i) Pricing schedule (All items must be quoted for in pricing schedule and if not, all items are quoted the bidder will be disqualified). Unless the tender is awarded per item or per section where the bidder only quoted the items or sections, they are interested in.</p>		<p>Incomplete pricing schedule results in totals being incomparable. Bidder must be disqualified.</p> <p>Bidder will be disqualified should they make corrections on the price schedule without attaching a signature thereto.</p> <p>Bidder will be disqualified should they use tippex/ correction ink, on the price schedule.</p>

STAGE 2: MANDATORY REQUIREMENTS

The following information must be provided per section:

SECTION 1: Electricity Services disconnection, reconnections, audit and inspections

- The tender must have public liability insurance with a minimum of R10 million.
- Project managers shall have a National Diploma qualification or higher in Electrical Engineering plus a trade certificate. CV with relevant certified Electricity qualification must be submitted.
- x Light Vehicle Bakkies (Owner registration or lease agreement)
- 1 x Cherry Picker Truck (Owner registration or lease agreement)
- **Safety Officer with Occupational Certificate: Safety, Health and Quality Practitioner (Occupational Health and Safety Practitioner) recognised by SAQA (South African Qualifications Authority).**

SECTION 2: Water Services restrictions/disconnections, reconnections, audit and inspections

- The tender must have public liability insurance with a minimum of R10 million.
- Project managers shall have a National Diploma qualification or higher in Civil engineering/ water services plus trade certificate. CV with relevant certified with relevant Civil engineering/ water services qualifications must be submitted.
- x Light Vehicle Bakkies (Owner registration or lease agreement)
- 1 x Cherry Picker Truck (Owner registration or lease agreement)
- Safety Officer with Occupational Certificate: Safety, Health and Quality Practitioner (Occupational Health and Safety Practitioner) recognised by SAQA (South African Qualifications Authority).

SECTION 3: Electricity Services Quality Control

- The tender must have public liability insurance with a minimum of R10 million.
- Project managers shall have a National Diploma qualification or higher in Electrical Engineering plus a trade certificate. CV with relevant certified Electricity qualification must be submitted.
- x Light Vehicle Bakkies (Owner registration or lease agreement)
- 1 x Cherry Picker Truck (Owner registration or lease agreement)
- Safety Officer with Occupational Certificate: Safety, Health and Quality Practitioner (Occupational Health and Safety Practitioner) recognised by SAQA (South African Qualifications Authority).

SECTION 4: Water Services Quality Control

- The tender must have public liability insurance with a minimum of R10 million.
- Project managers shall have a National Diploma qualification or higher in Civil engineering/ water services plus trade certificate. CV with relevant certified with relevant Civil engineering/ water services qualifications must be submitted.
- x Light Vehicle Bakkies (Owner registration or lease agreement)
- 1 x Cherry Picker Truck (Owner registration or lease agreement)
- Safety Officer with Occupational Certificate: Safety, Health and Quality Practitioner (Occupational Health and Safety Practitioner) recognised by SAQA (South African Qualifications Authority).

Failure to submit the above will result in the bid being disqualified and will not be evaluated further.

STAGE 3: FUNCTIONALITY CRITERIA

SECTION 1: FUNCTIONALITY FOR ELECTRICITY SERVICES WILL BE ASSESSED AS FOLLOWS:

Only tenderers who obtain a minimum of 70 points in respect of the following criteria will be considered for the next stage of evaluation. Bidders that do not achieve a minimum 70 points out of 100 points will not be evaluated further.

CRITERIA	SUB-CRITERIA	SCALE	WEIGHT	HIGH POSSIBLE SCORE
Relevant experience in Credit Control Electricity services or similar work in relation to the scope of work. Please provide a signed reference letter relevant to the contract/service and in the company letterhead with contact numbers.	1 Years 2-3 Years 4-5 Years 6 Years or more	1 3 4 5	7	35
Team member(s) shall have experience in credit control electricity services or similar work in relation to the scope of work. Submission of CV with relevant electricity qualifications.	1 team (1 electrician + 1 assistant) 3 team (3 electricians + 3 assistants) 4 teams (4 electricians + 4 assistants) 5 teams (5 electricians + 5 assistants) or more	1 2 3 4 5	6	30
Number of handheld devices and mobile printers. Submission of handheld device photo, IME number and photo of the printer.	1 Device set (1 Handheld device + 1 printer) 3 Devices set (3 Handheld devices + 3 printers) 4 Devices set (4 Handheld devices + 4 printers) 5 Devices set (5 Handheld devices + 5 printers) or more	1 2 3 4 5	7	35
HIGHEST POSSIBLE SCORE				100

SECTION 2: FUNCTIONALITY FOR WATER SERVICES WILL BE ASSESSED AS FOLLOWS

Only tenderers who obtain a minimum of 70 points in respect of the following criteria will be considered for the next stage of evaluation. Bidders that do not achieve a minimum 70 points out of 100 points will not be evaluated further.

CRITERIA	SUB-CRITERIA	SCALE	WEIGHT	HIGH POSSIBLE SCORE
Relevant experience in credit control water services or similar work in relation to the scope of work. Please provide a signed reference letter relevant to the contract/service and in the company letterhead with contact numbers.	1 Years 2-3 Years 4-5 Years 6 Years or more	1 3 4 5	7	35
Team member(s) shall have experience in credit control water services or similar work in relation to the scope of work. Submission of CV with relevant civil engineering/ water services qualifications	1 team (1 Plumber + 1 assistant) 3 teams (3 Plumbers + 3 assistants) 4 teams (4 Plumbers + 4 assistants) 5 teams (5 Plumbers + 5 assistants) or more	1 3 4 5	6	30
Number of handheld devices and mobile printers. Submission of handheld device photo, IME number and photo of the printer.	1 Device set (1 Handheld device + 1 printer) 3 Devices set (3 Handheld devices + 3 printers) 4 Devices set (4 Handheld devices + 4 printers) 5 Devices set (5 Handheld devices + 5 printers) or more	1 2 3 4 5	7	35
HIGHEST POSSIBLE SCORE				100

**SECTION 3: FUNCTIONALITY FOR QUALITY CONTROL (ELECTRICITY SERVICES)
WILL BE ASSESSED AS FOLLOWS:**

Only tenderers who obtain a minimum of 70 points in respect of the following criteria will be considered for the next stage of evaluation. Bidders that do not achieve a minimum 70 points out of 100 points will not be evaluated further.

CRITERIA	SUB-CRITERIA	SCALE	WEIGHT	HIGH POSSIBLE SCORE
Relevant experience in credit control electricity services or similar work in relation to the scope of work. Please provide a signed reference letter relevant to the contract/service and in the company letterhead with contact numbers.	1 Years 2-3 Years 4-5 Years 6 Years or more	1 3 4 5	7	35
Team member(s) shall have experience in credit control electricity services or similar work in relation to the scope of work. Submission of CV with relevant electricity qualifications.	1 team (1 electrician + 1 assistant) 3 team (3 electricians + 3 assistants) 4 teams (4 electricians + 4 assistants) 5 teams (5 electricians + 5 assistants) 6 teams (6 electricians + 6 or more assistants)	1 2 3 4 5	6	30
Number of handheld devices and mobile printers. Submission of handheld device photo, IME number and photo of the printer.	1 Device set (1 Handheld device + 1 printer) 3 Devices set (3 Handheld devices + 3 printers) 4 Devices set (4 Handheld devices + 4 printers) 5 Devices set (5 Handheld devices + 5 printers)	1 3 4 5	7	35
HIGHEST POSSIBLE SCORE				100

SECTION 4: FOR QUALITY CONTROL (WATER SERVICES) WILL BE ASSESSED AS FOLLOWS:

Only tenderers who obtain a minimum of 70 points in respect of the following criteria will be considered for the next stage of evaluation. Bidders that do not achieve a minimum 70 points out of 100 points will not be evaluated further.

CRITERIA	SUB-CRITERIA	SCALE	WEIGHT	HIGH POSSIBLE SCORE
Relevant experience in credit control water services or similar work in relation to the scope of work. Please provide a signed reference letter relevant to the contract/service and in the company letterhead with contact numbers.	1 Years 2-3 Years 4-5 Years 6 Years or more	1 3 4 5	7	35
Team member(s) shall have experience in credit control water services or similar work in relation to the scope of work. Submission of CV with relevant civil engineering/ water services qualifications	1 team (1 Plumber + 1 assistant) 3 teams (3 Plumbers + 3 assistants) 4 teams (4 Plumbers + 4 assistants) 5 teams (5 Plumbers + 5 assistants) or more	1 3 4 5	6	30
Number of handheld devices and mobile printers. Submission of handheld device photo, IME number and photo of the printer.	1 Device set (1 Handheld device + 1 printer) 3 Devices set (3 Handheld devices + 3 printers) 4 Devices set (4 Handheld devices + 4 printers) 5 Devices set (5 Handheld devices + 5 printers) or more	1 3 4 5	7	35
HIGHEST POSSIBLE SCORE				100

STAGE 4: PREFERENTIAL PROCUREMENT SYSTEM

The preferential point system used will be the 90/10 points system in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) Regulations 2022.

- 90 points for price
- 10 points for Specific goals

SPECIFIC GOALS

- Bidders are required to submit supporting documents for their bids to claim the specific goal points.
- Non-compliance with specific goals will not lead to disqualification but bidders will not be allocated specific goal points. Bidders will score points out of 90 for price only and zero (0) points out of 10 for specific goals.
- Cot shall act against any bidder or person when it detects that the specific goals were claimed or obtained on a fraudulent basis.

The specific goal for this bid is outlined below:

Specific goals	90/10 preference point system	Proof of specific goals to be submitted
BB-BEE score of companies <ul style="list-style-type: none">• Level 1• Level 2• Level 3• Level 4• Level 5• Level 6• Level 7• Level 8• Non-compliant	<ul style="list-style-type: none">• 4 Points• 3.5 Points• 3 Points• 2.5 Points• 2 Points• 1.5 Points• 1 Point• 0.5 Points 0 Points	Valid Certified copy of BBBEE certificate. Sworn Affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate.
EME and/ or QSE	1 Point	Valid Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate
At least 51% of Women-owned companies	1 Point	Certified copy of Identity Document/s and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
At least 51% owned companies by People with disability	1 Point	Medical Certificate with doctor's details (Practice Number, Physical Address, and contact numbers) and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
At least 51% owned companies by Youth	1 Point	Certified copy of Identity Document/s and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
Local Economic Participation		Municipal Account statement/Lease agreement.

Specific goals	90/10 preference point system	Proof of specific goals to be submitted
<ul style="list-style-type: none"> City of Tshwane Gauteng National 	2 Points 1 Point 1 Point	

5. PRICING SCHEDULE

General

- 1.1 This section provides the tenderer with guidelines and requirements with regard to the completion of the Price Schedule. The Schedule has to be completed in black ink and the tenderer is referred to the Tender Specifications in regard to the correction of errors.
- 1.2 The Price Schedule shall be read with all the documents which form part of this Contract.
- 1.3 The following words shall have the meanings hereby assigned to them:
- Unit: The unit of measurement for each item of work in terms of the Specifications and the Project Specifications.
- Quantity: The number of units of work for each item.
- Rate: The payment per unit of work at which the tenderer tenders to do the work.
- Amount: The product of the quantity and the rate tendered for an item.
- Lump sum: An amount tendered for an item, the extent of which is described in the Price Schedule, the Specification and the Scope of Work, but the quantity of work of which is not measured in any units.

1. Units of Measurements

The units of measurement described in the Price Schedule are metric units.

Abbreviations used in the of Quantities are as follows:

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1000kg)
m ²	=	square metre	no.	=	number
m ² .pass	=	square metre pass	sum	=	lump sum
ha	=	hectare	MN	=	meganewton
m ³	=	cubic metre	MN.m	=	meganewton-metre
m ³ .km	=	cubic metre-kilometre	PC sum	=	Prime Cost sum
l	=	litre	Prov sum	=	Provisional sum
kl	=	kilolitre	%	=	Per cent
MPa	=	megaspascal	kW	=	kilowatt

Notes:

1. A maximum of 18 Service Providers shall be appointed across the 4 sections. It should be noted that the tender will be awarded in sections. A tenderer will only be appointed in one of the below sections:
 - Section 1 – Electricity services: a maximum of 10 Service Providers shall be appointed.
 - Section 2 – Water services: a maximum of 5 Service Providers shall be appointed.
 - Section 3 – Electricity Quality Control: a maximum 2 Service Providers shall be appointed.
 - Section 4 – Water services Quality Control: a maximum 1 Service Providers shall be appointed.
2. The tenderer who tendered for section 1, 2, 3 and 4 will only be recommended to the section where such tenderer has scored the highest points.
3. The tenderer that qualifies for section 1 cannot be appointed for section 3 and tenderer that qualify for section 2 cannot be appointed for section 4 or vice-versa.
4. Tenderers are expected to indicate their preferred section of appointment on the below table (mark with an X).

Section 1: Electricity Services	Section 2: Water Services	Section 3: Electricity Services Quality Control	Section 4: Water Services Quality Control

5. The Allocation of work will be based on the principles that have been developed by the City of Tshwane on the Credit Control online system.

Section 1.: Field work: Electrical work by Credit Control Contractors (CCCs)			
ITEM NO	DESCRIPTION	UNIT	UNIT RATE (R)
1.1	Final Demand (T)- Successful delivery of final demand for township customer	Each	
1.2	Final Demand (SH)- Successful delivery of final demand for small holding customer	Each	
1.3	Final Demand (NON RES & COM)- Successful delivery of final demand non-residential or commercial customer	Each	
1.4	CAN (RES 1-Ph) (T)- Credit or prepaid meter on residential customers	Each	
1.5	CAN (RES 1-Ph) (SH)- Credit or prepaid meter on residential customers	Each	
1.6	CAN (RES 3-Ph) (T)- 3 Phase Credit or prepaid meter on residential customers	Each	
1.7	CAN (RES 3-Ph) (SH)- 3 Phase Credit or prepaid meter on residential customers	Each	
1.8	CAN (NON-RES & COM 3-Ph) - Credit or prepaid meter for business, industrial, government or embassies	Each	
1.9	RIP (RES 1-Ph) (T) - Single Phase RIP disconnection on residential customers		
1.9.1	Remove Circuit Breaker or Wire	Each	
1.9.2	Remove cable	Each	
1.9.3	Remove electricity meter	Each	
1.10	RIP (RES 1-Ph) (SH) - Single Phase RIP disconnection on residential customers		
1.10.1	Remove Circuit Breaker or Wire	Each	
1.10.2	Remove cable	Each	
1.10.3	Remove electricity meter	Each	
1.11	RIP (RES 3-Ph) (T)- 3 Phase RIP disconnection on residential customers		
1.11.1	Remove Circuit Breaker or Wire	Each	
1.11.2	Remove cable	Each	
1.11.3	Remove electricity meter	Each	
1.12	RIP (RES 3-Ph) (SH)- 3 Phase RIP disconnection on residential customers		
1.12.1	Remove Circuit Breaker or Wire	Each	
1.12.2	Remove cable	Each	
1.12.3	Remove electricity meter	Each	
1.13	RIP (NON-RES & COM 3-Ph)- RIP disconnection for business, industrial, government or embassies		
1.13.1	Remove Circuit Breaker or Wire	Each	
1.13.2	Remove cable	Each	
1.13.3	Remove electricity meter	Each	
1.14	RECON-CAN (RES) (T)- Electricity reconnections on residential customers where CAN disconnection has been performed	Each	
1.15	RECON-CAN (RES) (SH)- Electricity reconnections on residential customers where CAN disconnection has been performed	Each	
1.16	RECON CAN (RES 3-Ph) (T)- 3 Phase Credit or prepaid meter reconnection on residential customers	Each	
1.17	RECON CAN (RES 3-Ph) (SH)- 3 Phase Credit or prepaid meter reconnection on residential customers	Each	
1.18	RECON-CAN (NON-RES & COM 3-Ph) - Electricity reconnection on business, industrial, government or embassies where CAN disconnection was done	Each	
1.19	RECON-RIP (RES 1-Ph) (T) - Electricity re-connection for residential customers after a RIP disconnection was done		
1.19.1	Replace Circuit Breaker	Each	
1.19.2	Replace cable	Each	

Section 1.: Field work: Electrical work by Credit Control Contractors (CCCs)			
ITEM NO	DESCRIPTION	UNIT	UNIT RATE (R)
1.19.3	Replace electricity meter	Each	
1.20	RECON-RIP (RES 1-Ph) (SH)- Electricity re-connection for residential customers after a RIP disconnection was done		
1.20.1	Replace Circuit Breaker	Each	
1.20.2	Replace cable	Each	
1.20.3	Replace electricity meter	Each	
1.21	RECON-RIP (RES 3-Ph) (T)- Electricity re-connection for residential customers after a RIP disconnection was done		
1.21.1	Replace Circuit Breaker	Each	
1.21.2	Replace cable	Each	
1.21.3	Replace electricity meter	Each	
1.22	RECON-RIP (RES 3-Ph) (SH)- Electricity re-connection for residential customers after a RIP disconnection was done		
1.22.1	Replace Circuit Breaker	Each	
1.22.2	Replace cable	Each	
1.22.3	Replace electricity meter	Each	
1.23	Audit (T) - Audit on Credit or prepaid type electricity meter for township customer	Each	
1.24	Audit (SH) - Audit on Credit or prepaid type electricity meter for small holding customer	Each	
1.25	Audit (NON RES & COM) - Audit on Credit or prepaid type electricity meter for non-residential and commercial customer	Each	
1.26	ICI-E-CAN (T) - Inspection and report of electrical service after a CAN disconnection performed for township customer	Each	
1.27	ICI-E-CAN (SH) - Inspection and report of electrical service after a CAN disconnection performed for small holding customer	Each	
1.28	ICI-E-CAN (NON RES & COM) - Inspection and report of electrical service after a CAN disconnection performed for non-residential and commercial customer	Each	
1.29	ICI-E-RIP (T)- Inspection and report of electrical service after a RIP was performed for township customer	Each	
1.30	ICI-E-RIP (SH)- Inspection and report of electrical service after a RIP was performed for a small holding customer	Each	
1.31	ICI-E-RIP (NON RES & COM)- Inspection and report of electrical service after a RIP was performed for non-residential or commercial customer	Each	
1.32	Visit Fee (T) - Amount claimable for visits to sites in townships where the credit control action could not be executed successfully due to factors outside the control of the CCC for a residential customer	Each	
1.33	Visit Fee (SH)- Amount claimable for visits to sites in townships where the credit control action could not be executed successfully due to factors outside the control of the CCC for a small holding customer	Each	
1.34	Visit Fee (NON-RES & COM)- Amount claimable for visits to sites in townships where the credit control action could not be executed successfully due to factors outside the control of the CCC	Each	
1.35	STATUS VERIFICATION (CAN/RECON-CAN & RIP/ RECON-RIP) – (T) Amount claimable for verifying & reporting on the status for CAN/Recon CAN and RIP/ Recon RIP actions on site for a township customer.	Each	
1.36	STATUS VERIFICATION (CAN/RECON-CAN & RIP/ RECON-RIP) – (SH) - Amount claimable for verifying & reporting on the status for CAN/Recon CAN and RIP/ Recon RIP actions on site for a small holding customer.	Each	
1.37	STATUS VERIFICATION (CAN/RECON-CAN & RIP/ RECON-RIP) – (NON-RES & COM) - Amount claimable for verifying &	Each	

Section 1.: Field work: Electrical work by Credit Control Contractors (CCCs)			
ITEM NO	DESCRIPTION	UNIT	UNIT RATE (R)
	reporting on the status for CAN/Recon CAN and RIP/ Recon RIP actions on site for a non-residential or commercial customer.		
1.38	Docket compilation fee - Time spent compiling or providing details for purpose of docket compilation, per hour	Hour	
1.39	Court Hours - Hourly charge for CCC contractor spending time in court on cases relevant to this contract	Hour	
1.40	OHS File - Compilation and implementation of OHS plan	Each	
1.41	OHS file update – Update file as and when required	Each	
1.42	Safety Officer	Month	
1.43	Operations infrastructure provision	Month	
Sub-Total (Exclusive of VAT)			
VAT (15%)			
Total (Inclusive of VAT)			

Section 2.: Field work: Water work by Credit Control Contractors (CCCs)			
ITEM NO	DESCRIPTION	UNIT	UNIT RATE (R)
2.1	Final Demand (T) - Successful delivery of final demand for township customer	Each	
2.2	Final Demand (SH) - Successful delivery of final demand for small holding customer	Each	
2.3	Final Demand (NON RES & COM) - Successful delivery of final demand for non-residential or commercial customer	Each	
2.4	WR R AGB (T) – Water restriction on Above Ground Box system for township customer	Each	
2.5	WR R AGB (SH) – Water restriction on Above Ground Box system for small holding customer	Each	
2.6	WR R AGB (NON RES & COM) – Water restriction on Above Ground Box system for non-residential or commercial customer	Each	
2.7	WR R EPS (T) - Water restriction on Elevated Pipe System	Each	
2.8	WR R EPS (SH) - Water restriction on Elevated Pipe System	Each	
2.9	WR R EPS (NON RES & COM) - Water restriction on Elevated Pipe System	Each	
2.10	WD AGB (T) – Water disconnection on Above Ground Box system	Each	
2.11	WD AGB (SH) – Water disconnection on Above Ground Box system	Each	
2.12	WD AGB (NON RES & COM) – Water disconnection on Above Ground Box system	Each	
2.13	WD EPS (15mm) (T) – Water disconnection 15mm Elevated Pipe System	Each	
2.14	WD EPS (15mm) (SH) – Water disconnection 15mm Elevated Pipe System	Each	
2.15	WD EPS (15mm) (NON RES & COM) – Water disconnection 15mm Elevated Pipe System	Each	
2.16	WD EPS (20mm – 40mm) (T) – Water disconnection on meters with nominal diameter size from 20mm to 40mm	Each	
2.17	WD EPS (20mm – 40mm) (SH) – Water disconnection on meters with nominal diameter size from 20mm to 40mm	Each	
2.18	WD EPS (20mm – 40mm) (NON RES & COM) – Water disconnection on meters with nominal diameter size from 20mm to 40mm	Each	
2.19	WD EPS (50mm+) (T) – Water disconnection on meters with	Each	

Section 2.: Field work: Water work by Credit Control Contractors (CCCs)			
ITEM NO	DESCRIPTION	UNIT	UNIT RATE (R)
	nominal diameter size from 50mm and more		
2.20	WD EPS (50mm+) (SH) – Water disconnection on meters with nominal diameter size from 50mm and more	Each	
2.21	WD EPS (50mm+) (NON RES & COM) – Water disconnection on meters with nominal diameter size from 50mm and more	Each	
2.22	Recon WR R EPS 15mm (T) – Reconnection (normalisation) of water meters on 15 mm Elevated Pipe System	Each	
2.23	Recon WR R EPS 15mm (SH) – Reconnection (normalisation) of water meters on 15 mm Elevated Pipe System	Each	
2.24	Recon WR R EPS 15mm (NON RES & COM) – Reconnection (normalisation) of water meters on 15 mm Elevated Pipe System	Each	
2.25	Recon WR R AGB (T) – Reconnection (normalisation) of water meters	Each	
2.26	Recon WR R AGB (SH) – Reconnection (normalisation) of water meters	Each	
2.27	Recon WR R AGB (NON RES & COM) – Reconnection (normalisation) of water meters	Each	
2.28	Recon WD AGB (T) – Reconnection of disconnected water meters	Each	
2.29	Recon WD AGB (SH) – Reconnection of disconnected water meters	Each	
2.30	Recon WD AGB (NON RES & COM) – Reconnection of disconnected water meters	Each	
2.31	Recon WD EPS (15mm) (T) – Reconnection of disconnected water meters with a nominal size of 15mm	Each	
2.32	Recon WD EPS (15mm) (SH) – Reconnection of disconnected water meters with a nominal size of 15mm	Each	
2.33	Recon WD EPS (15mm) (NON RES & COM) – Reconnection of disconnected water meters with a nominal size of 15mm	Each	
2.34	Recon WD EPS (20mm – 40mm) (T) - Reconnection of disconnected water meters with a nominal size of 20mm to 40mm	Each	
2.35	Recon WD EPS (20mm – 40mm) (SH) - Reconnection of disconnected water meters with a nominal size of 20mm to 40mm	Each	
2.36	Recon WD EPS (20mm – 40mm) (NON RES & COM) - Reconnection of disconnected water meters with a nominal size of 20mm to 40mm	Each	
2.37	Recon WD EPS (50mm+) (T) - Reconnection of disconnected water meters with a nominal size of 50mm and more	Each	
2.38	Recon WD EPS (50mm+) (Small Holdings) - Reconnection of disconnected water meters with a nominal size of 50mm and more in a small holding (Plot)	Each	
2.39	Recon WD EPS (50mm+) (NON RES & COM) - Reconnection of disconnected water meters with a nominal size of 50mm and more	Each	
2.40	STATUS VERIFICATION (RECON-WR; RECON-WD)– (T) Amount claimable for verifying & reporting on the status for RECON-WR, RECON-WD and actions on site for a township customer.	Each	
2.41	STATUS VERIFICATION (RECON-WR; RECON-WD)– (SH) - Amount claimable for verifying & reporting on the status for RECON-WR, RECON-WD actions on site for a small holding customer.	Each	
2.42	STATUS VERIFICATION (RECON-WR; RECON-WD)– (NON-RES & COM) - Amount	Each	

Section 2.: Field work: Water work by Credit Control Contractors (CCCs)			
ITEM NO	DESCRIPTION	UNIT	UNIT RATE (R)
	claimable for verifying & reporting on the status for RECON-WR, RECON-WD actions on site for a non-residential or commercial customer.		
2.43	Audit (T) - Audit on water restrictions and water disconnections or when restriction device is malfunctioning for a township customer	Each	
2.44	Audit (SH) - Audit on water restrictions and water disconnections or when restriction device is malfunctioning for a small holding customer	Each	
2.45	Audit (NON-RES & COM) - Audit on water restrictions and water disconnections or when restriction device is malfunctioning for a non-residential or commercial customer	Each	
2.46	ICI-W (T) - Inspection and report of illegal consumption after a water restriction or disconnection was performed for a township customer	Each	
2.47	ICI-W (SH) - Inspection and report of illegal consumption after a water restriction or disconnection was performed for a small holding customer	Each	
2.48	ICI-W (NON-RES & COM) - Inspection and report of illegal consumption after a water restriction or disconnection was performed for a non-residential or commercial customer	Each	
2.49	Visit Fee (T) - Amount claimable for visits to sites in townships where the credit control action could not be executed successfully due to factors outside the control of the CCC for a township customer	Each	
2.50	Visit Fee (SH) - Amount claimable for visits to sites in townships where the credit control action could not be executed successfully due to factors outside the control of the CCC for a small holding customer	Each	
2.51	Visit Fee (NON-RES & COM) - Amount claimable for visits to sites in townships where the credit control action could not be executed successfully due to factors outside the control of the CCC for non-residential or commercial customer	Each	
2.52	Docket compilation fee - Time spent compiling or providing details for purpose of docket compilation, per hour	Hour	
2.53	Court Hours - Hourly charge for CCC contractor spending time in court on cases relevant to this contract	Hour	
2.54	OHS File - Compilation and implementation of OHS plan	Each	
2.55	OHS file update – Update file as and when required	Each	
2.56	Safety Officer	Month	
2.57	Operations infrastructure provision	Month	
Sub-Total (Exclusive of VAT)			
VAT (15%)			
Total (Inclusive of VAT)			

Section 3: Field work: Electricity Quality Control work by Credit Control Contractors (CCCs)			
ITEM NO	DESCRIPTION	UNIT	UNIT RATE (R)
3.1	QC (FD –(T)) - Quality Control after Notice delivery	Each	
3.2	QC (FD –(SH)) - Quality Control after Notice delivery	Each	
3.3	QC (FD –(NON-RES & COM)) - Quality Control after Notice delivery	Each	
3.4	QC (CAN – (T)) - Quality Control electricity CAN disconnection	Each	
3.5	QC (CAN – (SH)) - Quality Control electricity CAN disconnection	Each	
3.6	QC (CAN – (NON-RES & COM)) - Quality Control electricity CAN disconnection	Each	
3.7	QC (CAN RECON – (T)) - Quality Control electricity CAN reconnection	Each	
3.8	QC (CAN RECON – (SH)) - Quality Control electricity CAN reconnection	Each	
3.9	QC (CAN RECON – (NON-RES & COM)) - Quality Control electricity CAN reconnection	Each	
3.10	QC (RIP – (T)) - Quality Control on electricity Removal of infrastructure permanently disconnection	Each	
3.11	QC (RIP – (SH)) - Quality Control on electricity Removal of infrastructure permanently disconnection	Each	
3.12	QC (RIP – (NON-RES & COM)) - Quality Control on electricity Removal of infrastructure permanently disconnection	Each	
3.13	QC (RECON-RIP – (T)) - Quality Control after electricity re-connection of supply after Removal of infrastructure permanently	Each	
3.14	QC (RECON-RIP – (SH)) - Quality Control after electricity re-connection of supply after Removal of infrastructure permanently	Each	
3.15	QC (RECON-RIP – (NON-RES & COM)) - Quality Control after electricity re-connection of supply after Removal of infrastructure permanently	Each	
3.16	Audit (T)– Audit to verify if customer address on the system is similar to what is on-site	Each	
3.17	Audit (SH)– Audit to verify if customer address on the system is similar to what is on-site	Each	
3.18	Audit (NON-RES & COM)– Audit to verify if customer address on the system is similar to what is on-site	Each	
3.19	Visit Fee (T)- Amount claimable for visits to sites in townships where the credit control action could not be executed successfully due to factors outside the control of the CCC.	Each	
3.20	Visit Fee (SH)- Amount claimable for visits to sites in townships where the credit control action could not be executed successfully due to factors outside the control of the CCC.	Each	
3.21	Visit Fee (NON-RES & COM)- Amount claimable for visits to sites in townships where the credit control action could not be executed successfully due to factors outside the control of the CCC.	Each	
3.22	Docket compilation - Time spent compiling or providing details for purpose of docket compilation, per hour	Hour	
3.23	Court Hours- Hourly charge for CCC contractor spending time in court on cases relevant to this contract.	Hour	
3.24	OHS File - Compilation and implementation of OHS plan	Each	
3.25	OHS file update – Update file as and when required	Each	
3.26	Safety Officer	Month	
3.27	Operations infrastructure provision	Month	
Sub-Total (Exclusive of VAT)			
VAT (15%)			
Total (Inclusive of VAT)			

Section 4: Field work: Water Quality Control work by Credit Control Contractors (CCCs)			
ITEM NO	DESCRIPTION	UNIT	UNIT RATE (R)
4.1	QC (FD –(T)) - Quality Control after Notice delivery	Each	
4.2	QC (FD –(SH)) - Quality Control after Notice delivery	Each	
4.3	QC (FD –(NON-RES & COM)) - Quality Control after Notice delivery	Each	
4.4	QC (WR – (T)) – Quality Control after water restriction.	Each	
4.5	QC (WR – (SH)) – Quality Control after water restriction.	Each	
4.6	QC (WR – (NON-RES & COM)) – Quality Control after water restriction.	Each	
4.7	QC (WD – (T)) – Quality control after Water disconnection of water services	Each	
4.8	QC (WD – (SH)) – Quality control after Water disconnection of water services	Each	
4.9	QC (WD – (NON-RES & COM)) – Quality control after Water disconnection of water services	Each	
4.10	QC (W RIP – (T)) - Quality Control after Removal of infrastructure permanently of water services	Each	
4.11	QC (W RIP – (SH)) - Quality Control after Removal of infrastructure permanently of water services	Each	
4.12	QC (W RIP – (NON-RES & COM)) - Quality Control after Removal of infrastructure permanently of water services	Each	
4.13	QC (Recon WR – (T)) - Quality Control after reconnection (normalisation) of restricted water services	Each	
4.14	QC (Recon WR – (SH)) - Quality Control after reconnection (normalisation) of restricted water services	Each	
4.15	QC (Recon WR – (NON-RES & COM)) - Quality Control after reconnection (normalisation) of restricted water services	Each	
4.16	QC (Recon WD –(T)) - Quality Control after reconnection (normalisation) of disconnected water services	Each	
4.17	QC (Recon WD –(SH)) - Quality Control after reconnection (normalisation) of disconnected water services	Each	
4.18	QC (Recon WD –(NON-RES & COM)) - Quality Control after reconnection (normalisation) of disconnected water services	Each	
4.19	QC (Recon RIP W – (T)) – Quality control after RIP reconnection of water services	Each	
4.20	QC (Recon RIP W – (SH)) – Quality control after RIP reconnection of water services	Each	
4.21	QC (Recon RIP W – (NON-RES & COM)) – Quality control after RIP reconnection of water services	Each	
4.22	Audit (T) – Audit to verify if customer address on the system is similar to what is on-site	Each	
4.23	Audit (SH) – Audit to verify if customer address on the system is similar to what is on-site	Each	
4.24	Audit (NON-RES & COM) – Audit to verify if customer address on the system is similar to what is on-site	Each	
4.25	Visit Fee (T) - Amount claimable for visits to sites in townships where the credit control action could not be executed successfully due to factors outside the control of the CCC.	Each	
4.26	Visit Fee (SH) - Amount claimable for visits to sites in townships where the credit control action could not be executed successfully due to factors outside the control of the CCC.	Each	
4.27	Visit Fee (NON-RES & COM) - Amount claimable for visits to sites in townships where the credit control action could not be executed successfully due to factors outside the control of the CCC.	Each	
4.28	Docket compilation - Time spent compiling or providing details for purpose of docket compilation, per hour	Hour	
4.29	Court Hours - Hourly charge for CCC contractor spending time in court on cases relevant to this contract.	Hour	
4.30	OHS File - Compilation and implementation of OHS plan	Each	
4.31	OHS file update – Update file as and when required	Each	
4.32	Safety Officer	Month	
4.33	Operations infrastructure provision	Month	

Sub-Total (Exclusive of VAT)	
VAT (15%)	
Total (Inclusive of VAT)	

Note: The City shall pay the service provider per unit rate subject to successful credit control action with payment reflected in the customer account during the specific month period of activity.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person Authorized to sign Tender:

FULL NAME (IN BLOCK LETTERS):

6. AWARD

This tender will be awarded to eighteen services providers as follows:

Section	Number of Service Providers to be Appointed
Section 1 Electricity Services	10 Service Providers
Section 2 Water Services	5 Service Providers
Section 3 Electricity Services Quality Control	2 Service Providers
Section 4 Water Services Quality Control	1 Service Provider

7. ALLOCATION OF WORK

The Allocation of work will be based on the principles that have been developed by the City of Tshwane on the Credit Control online system.

8. TYPE OF AGREEMENT REQUIRED

A Service Level Agreement completed and signed after the appointment before commencement of work

9. VALIDITY PERIOD

The validity period for the tender after closure is 90 days. CoT shall have right and power to extend any tender validity period beyond any initial validity period set and subsequent extensions. SCM shall ensure that an extension of validity is requested in writing from all bidders before the validity expiry date. Extension of validity shall be finalised while the quotations/bids are still valid.

10. MARKET ANALYSIS

The City of Tshwane reserves the right to conduct market analysis. Should the city exercise this option, where a bidder offers a price that is deemed not to be viable to supply goods or services as required, written confirmation will be made with the bidder to seek confirmation of whether the bidder will be able to deliver on the price, if a bidder confirms that they cannot, the bidder will be disqualified on the basis of being non-responsive. If they confirm that they can deliver, a tight contract to mitigate the risk of non-performance will be entered into with the service provider. Further action on failures by the service provider to deliver will be handled in terms of the contract including performance warnings and listing on the database of restricted suppliers.

The City further reserves the right to negotiate a market related price with a bidder scoring the highest points. If the bidder does not agree to a market-related price, the city reserves the right to negotiate a market-related price with the bidder scoring the second highest points, if the bidder scoring the second highest points does not agree to a market-related price, the City will negotiate a market-related price with the tenderer scoring the third highest points. If a market-related price is not agreed, the City reserves the right to cancel the tender.

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CITY OF TSHWANE MUNICIPALITY					
BID NUMBER:	GFS 07-2024.25	CLOSING DATE:	26 May 2025	CLOSING TIME:	10:00
DESCRIPTION	Tender for the appointment of service providers/contractors to perform delivery of final demands, disconnections, reconnections and inspections of electricity and water services for the City of Tshwane as and when required for a period of three (3) years				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED
IN THE BID BOX SITUATED AT (*STREET ADDRESS*)

Tshwane House					
Supply Chain Management					
320 Madiba Street					
Pretoria CBD					
0002					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Supply Chain Management	DEPARTMENT	Group Financial Services
CONTACT PERSON	Ipfi Davhana	CONTACT PERSON	Lesiba Thupudi
TELEPHONE NUMBER	012 358 2994	TELEPHONE NUMBER	012 358 7054/2040
EMAIL ADDRESS	ipfid@tshwane.gov.za	EMAIL ADDRESS	lesibath@tshwane.gov.za

PART B

TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

PRICING SCHEDULE: FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder.....	Bid Number
Closing Time	Closing Date

OFFER TO BE VALID FOR DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	--

- Required by:
- At:
.....
- Brand and Model
- Country of Origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
*Delivery: Firm/Not firm
- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

* Delete if not applicable

PRICING SCHEDULE: NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder	Bid number
Closing Time	Closing Date

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
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- Required by:
- At:
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- Delivery: *Firm/Not firm
- ** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
- * Delete if not applicable

PRICE ADJUSTMENTS

A. NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V) Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated.....	Index..... Dated.....	Index..... Dated.....
Index..... Dated.....	Index..... Dated.....	Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

B. PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

ADJUSTMENT PERIODS	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE
1 st Adjustment	After 12 calendar months
2 nd Adjustment	After 24 calendar months

NB: Unless prior approval has been obtained from Supply Chain Management, no adjustment in contract prices will be made

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 3.1 Full Name of bidder or his or her representative:
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, shareholder²)
 - 3.4 Company Registration Number:
 - 3.5 Tax Reference Number:
 - 3.6 VAT Registration Number:
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars.

¹ MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

² Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

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

3.9.1 If yes, furnish particulars.

.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.10.1 If yes, furnish particulars.

.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars.

.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars.

.....

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.

.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars:

.....

4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number

.....

Signature

.....

Date

.....

Capacity

.....

Name of Bidder

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

1 Are you by law required to prepare annual financial statements for auditing? ***YES / NO**

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? ***YES / NO**

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days. ***YES / NO**

2.2 If yes, provide particulars.

.....

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? ***YES / NO**

3.1 If yes, furnish particulars

.....

4.1 Will any portion of goods or services be sourced from outside ***YES / NO**

the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

**I, THE UNDERSIGNED (NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM
IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **90/10** preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

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

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

- (a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} + \frac{\mathbf{Pt - P_{max}}}{\mathbf{P_{max}}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} + \frac{\mathbf{Pt - P_{max}}}{\mathbf{P_{max}}} \right)
 \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

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

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

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

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

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

Specific goals	90/10 preference point system	Number of points claimed (90/10 system) (To be completed by the tenderer)
BB-BEE score of companies <ul style="list-style-type: none"> • Level 1 • Level 2 • Level 3 • Level 4 • Level 5 • Level 6 • Level 7 • Level 8 • Non-compliant 	<ul style="list-style-type: none"> • 4 Points • 3.5 Points • 3 Points • 2.5 Points • 2 Points • 1.5 Points • 1 Point • 0.5 Points • 0 Points 	
EME and/ or QSE	1 Point	
At least 51% of Women-owned companies	1 Point	
At least 51% owned companies by People with disability	1 Point	
At least 51% owned companies by Youth	1 Point	
Local Economic Participation <ul style="list-style-type: none"> • City of Tshwane • Gauteng • National 	2 Points 1 Point 1 Point	

N.B For points to be allocated as per above the tenderers will be required to submit proof of documentation as evidence for claims made. Any tenderer that does not submit evidence as stated in the bid document to claim applicable points will be allocated zero points.

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:
.....

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One-person business/sole propriety
 - ☐ Close corporation
 - ☐ Public Company
 - ☐ Personal Liability Company
 - ☐ (Pty) Limited
 - ☐ Non-Profit Company
 - ☐ State Owned Company
- [TICK APPLICABLE BOX]

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

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

.....
SIGNATURE(S) OF TENDERER(S)

CONTRACT FORM: RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number **GFS 07-2024.25** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

CONTRACT FORM: RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as accept your bid under reference number dated..... for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1
2

DATE:

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM
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.**

.....
Signature

.....
Date

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid: **GFS 07-2024.25**

TENDER FOR THE APPOINTMENT OF SERVICE PROVIDERS/CONTRACTORS TO PERFORM DELIVERY OF FINAL DEMANDS, DISCONNECTIONS, RECONNECTIONS AND INSPECTIONS OF ELECTRICITY AND WATER SERVICES FOR THE CITY OF TSHWANE AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

(Bid Number and Description)

in response to the invitation for the bid made by:

CITY OF TSHWANE MUNICIPALITY

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

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

³ Joint venture or consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature Date

.....
Position Name of Bidder

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 “Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

- 1.14 “GCC” means the General Conditions of Contract.
- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

1. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid.
Where applicable a non-refundable fee for documents may be charged.

	3.2	With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
4. Standards	4.1	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
5. Use of contract documents and information inspection.	5.1	The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
	5.2	The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
	5.3	Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
	5.4	The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
6. Patent rights	6.1	The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
7. Performance security	7.1	Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
	7.2	The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
	7.3	The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: <ul style="list-style-type: none"> (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or (b) a cashier's or certified cheque
	7.4	The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
8. Inspections, tests and analyses	8.1	All pre-bidding testing will be for the account of the bidder.

- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance	11.1	The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
12. Transportation	12.1	Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
13. Incidental services, services	13.1	<p>The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
	13.2	Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
14. Spare parts	14.1	<p>As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:</p> <ul style="list-style-type: none"> (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and (b) in the event of termination of production of the spare parts: <ul style="list-style-type: none"> (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
15. Warranty	15.1	The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
	15.2	This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the

final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
 - 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
 - 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
 - 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
 - 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
 - 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract**
- 18.1 No variation in or modification of the terms of the contract shall be made **amendments** except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
 - 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22. Penalties**
- 22.1 Subject to GCC Clause 25, 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, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
- 23. Termination for default**
- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated

fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all

		reasonable alternative means for performance not prevented by the force majeure event.
26. Termination for insolvency	26.1	The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
27. Settlement of Disputes	27.1	If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
	27.2	If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
	27.3	Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
	27.4	Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
	27.5	Notwithstanding any reference to mediation and/or court proceedings herein, <ul style="list-style-type: none"> (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier.
28. Limitation of liability	28.1	Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6; <p>the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and</p> <p>the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.</p>
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties**
- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme**
- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation
- 34. Prohibition of Restrictive practices**
- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)

SERVICE-LEVEL AGREEMENT

ENTERED INTO BETWEEN

THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY

AND

Registration number: _____

Doc2 Version 1 3 March 2022

SERVICE-LEVEL AGREEMENT

ENTERED INTO BETWEEN

THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY

A municipality, as described in Section 2 of the Local Government: Municipal Systems Act, 2000 and as contemplated in Section 155 of the Constitution of the Republic of South Africa, 1996 as a category A municipality, or the Assignee, if applicable, herein represented by Mr Johann Mettler in his/her capacity as City Manager duly authorised thereto under and by virtue of a resolution passed on 26 January 2012, and who by his/her signature hereto warrants that he/she is properly authorised to sign this Agreement.

(Herein referred to as the “**CITY**”)

AND

Registration number: _____

Herein represented by _____ in his/her capacity as _____ is duly authorised thereto under and by virtue of a resolution of the board passed on _____, a copy of which is annexed as Annexure A, and who by his/her signature hereto warrants that he/she is properly authorised to sign this agreement.

(Herein referred to as the “**SERVICE PROVIDER**”)

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ANNEXURE A: BOARD RESOLUTION

ANNEXURE B: SCOPE OF WORK AND DELIVERABLES

ANNEXURE C: PAYMENT TERMS

RECORDAL:

WHEREAS the City requires various services to be provided or carried out and delivered at the service areas;

AND WHEREAS the City wishes to appoint the service provider;

AND WHEREAS the service provider wishes to provide such services;

AND WHEREAS the service provider has indicated that it has the necessary expertise, skills and capabilities to provide the service;

NOW THEREFORE, the parties have agreed to enter into this agreement, in terms of which the service provider shall provide the services in the service areas and/or delivery area, and provide maintenance and support thereof to the City in accordance with the terms and subject to the conditions of this agreement.

1. DEFINITIONS

Unless otherwise expressly stated, or if the context requires otherwise, the following words and expressions, when used in this agreement, including in this introduction, shall bear the following meanings ascribed to them:

- 1.1 **“Agreement”** means this service-level agreement and shall include any annexures, schedules, attachments, appendices and/or any addenda hereto or incorporated herein by reference, as amended from time to time;
- 1.2 **“Business day”** means any day from Monday to Friday, excluding public holidays, as defined in the Public Holidays Act, 1994 (Act 36 of 1994), as amended from time to time;
- 1.3 **“Business week”** means five consecutive business days, excluding public holidays as defined in the Public Holidays Act, 1994;
- 1.4 **“City”** means the City of Tshwane Metropolitan Municipality, a metropolitan municipality established in terms of Section 12 of the Local Government: Municipal Structures Act, 1998 (Act 117 of 1998);
- 1.5 **“Contact persons”** means persons identified by the parties as persons who are responsible for the execution of the agreement and whose names are set out in Clause 35 below and who can be substituted in writing from time to time;
- 1.6 **“Contract price”** means the amount reflected as the contract price in Clause 9 below;
- 1.7 **“Contract period”** means the contract period as reflected in Clause 6 below;
- 1.8 **“Effective date”**, notwithstanding the signature date, means _____;
- 1.9 **“Intellectual property”** means patents, designs, know-how, copyright, trademarks and all rights having an equivalent or similar effect which may exist anywhere in the world, introduced and required by either party to give effect to

their obligations under this agreement, owned in whole or in part by, or licenced to either party before the commencement date or developed after the commencement date, and includes all further additions and improvements to the intellectual property, otherwise pursuant to this agreement;

- 1.10 **“Month”** means a calendar month;
- 1.11 **“Parties”** means the City of Tshwane and the service provider and “party” means either of these, as the context requires;
- 1.12 **“Services”** means services to be provided by the service provider to the City as detailed in Clause 8 below;
- 1.13 **“Service provider”** means _____, a company duly incorporated in accordance with the company laws of the Republic of South Africa with company registration number: _____;
- 1.14 **“Signature date”** means the date of signature of this agreement by the party signing last;
- 1.15 **“Subcontract”** means any contract, agreement or proposed contract between the service provider and any third party whereby that third party agrees to provide to the service provider the services or any part thereof;
- 1.16 **“Subcontractor”** means the third party with whom the service provider enters into a subcontract;
- 1.17 **“Tax invoice”** means the document, as required by Section 20 of the Value-added Tax Act, 1991 (Act 89 of 1991), as amended from time to time;
- 1.18 **“VAT”** means value-added tax, as defined in terms of the Value-added Tax Act, 1991.

2. INTERPRETATION

- 2.1 Headings and subheadings are inserted for information purposes only and shall not be used in the interpretation of this agreement.
- 2.2 Unless the context clearly indicates a contrary intention, any word that connotes –
 - 2.2.1 any singular shall be deemed to include a reference to the plural and *vice versa*;
 - 2.2.2 any one gender shall be deemed to include a reference to any other gender; and
 - 2.2.3 a natural person shall be deemed to include a reference to a legal or juristic person.

- 2.3 The expiry or termination of this agreement shall not affect provisions of this agreement, which expressly provide that they will operate after any such expiry or termination of this agreement. Provisions of necessity shall continue to have been effective after such expiry or termination of this agreement, notwithstanding that the clauses themselves do not expressly provide for this.
- 2.4 The rule of interpretation that a written agreement shall be interpreted against the party responsible for the drafting or preparation of that agreement shall not apply.
- 2.5 Where figures are referred to in numerals and in words and there is any conflict between the two, the words shall prevail.
- 2.6 Any reference to any legislation is a reference to such legislation as at the signature date and as amended or re-enacted from time to time.
- 2.7 If any provision in a definition is a substantive provision that confers any rights or imposing any obligations on any party, then, notwithstanding that it is only in this interpretation clause, effect shall be given to it as if it were a substantive provision in this agreement.

3. APPOINTMENT

The City hereby appoints the service provider, who accepts such appointment, to provide the services in accordance with the terms and subject to the conditions of this agreement.

4. PURPOSE OF THE AGREEMENT

- 4.1 The purpose of this agreement is to –
- 4.1.1 formalise and regulate the working relationship between the parties;
 - 4.1.2 set out the roles and responsibilities of the parties; and
 - 4.1.3 define process and procedures to be followed by the parties.

5. RELATIONSHIP

Nothing in this agreement shall constitute or be deemed to constitute a partnership or joint venture between the parties. Furthermore, the service provider acknowledges and agrees that its status under this agreement is that of an independent service provider and its status shall in no way be deemed to be that of an agent or employee of the City for any purpose whatsoever. The service provider shall have no authority or power to bind the City or to contract in the name of the City or create a liability against the City in any way or for any purpose.

6. DURATION

This agreement shall commence on the effective date and shall subsist for _____ years, unless terminated earlier, pursuant to Clause 32 below.

7. CONTACT PERSON

- 7.1 The work to be performed by the service provider hereunder will be supervised by City's contact person referred to in Clause 35 below.
- 7.2 The parties shall notify each other in writing from time to time of the details of the nominated contact person.
- 7.3 The contact persons shall liaise and update each other on the progress of the services rendered and shall endeavour to resolve and remedy any problems or disputes that may arise in relation to the services.
- 7.4 Either party may substitute a contact person at its discretion, provided that each party shall give the other party reasonable notice of such substitution and will provide replacement employees of equivalent ability.
- 7.5 Without derogating from the foregoing, should either party replace a contact person for any reason whatsoever, it shall ensure, to the greatest extent possible in the circumstances, that the suitable period of handover and overlap takes place, at its cost, between the new and the incumbent contact person.

8. SCOPE OF GENERAL SERVICES

The service provider shall, for the duration of this agreement, provide the services set out in the scope of work and in accordance with the deliverables and milestones attached hereto as Annexure B, including but not limited to the maintenance and support services, as provided for in Clause 20 below.

9. PRICE AND PAYMENT

- 9.1 The City shall pay to the service provider the contract price in the sum of R_____ (_____ rand), payable in accordance with the terms of the appointment letter, attached hereto as Annexure C, and subject to deliverables.
- 9.2 All payments under this agreement shall be made by electronic fund transfer or other forms of payment as the parties may agree upon from time to time, upon receipt of valid and undisputed tax invoices and month-end statements together with the supporting documentation from the service provider, once the undisputed tax invoices or such portion of the tax invoices which are undisputed become due and payable.
- 9.3 All amounts and other sums payable in terms of this agreement and schedules hereto will be stipulated exclusive of VAT, unless expressly stated otherwise.

- 9.4 Unless otherwise provided in the schedules, valid tax invoices shall be submitted together with a month-end statement. Payment against such month-end statement shall be made by the City within 30 (thirty) days after the date of receipt by the City of the service provider's statement together with the relevant valid and undisputed tax invoice(s) and supporting documentation, but in any event no later than 90 (ninety) days of receipt of such statement.
- 9.5 Where the payment of any valid and undisputed tax invoice, or any part of the said tax invoice which is not in dispute, is not made by the due date, the service provider shall be entitled to charge interest on the outstanding amount, at the service provider's prime rate of interest in force, for the period from the due date of payment until the outstanding amount is fully paid.
- 9.6 There shall be no interest levied on a tax invoice that is in dispute between the parties.
- 9.7 The City shall pay the amount reflected on a tax invoice once the City's contact person has verified that the services set out in a schedule have been rendered and the tax invoice amount has been approved by the City.
- 9.8 All tax invoices shall be addressed to the City's contact person.
- 9.9 All payments shall be transferred by the City to the service provider electronically into the service provider's bank account, the details of which are as follows:
- Bank: _____
Account type: _____
Account number: _____
Branch number: _____
- 9.10 Failure to comply with the clauses above may result in late payment of the total amount of an invoice by the service provider to the City. The City shall not be liable for any costs or damages suffered by the service provider as a result of such late payment.

10. PRICE RESTRUCTURING

- 10.1 The service provider shall be subject to a price review every year.
- 10.2 The City shall embark on a benchmarking exercise every 12 (twelve) months where the City shall benchmark the service provider's contract price against the prevailing market rates.
- 10.3 In the event that it emerges that the service provider's charges regarding the contract price and other charges under this agreement are materially higher than the reasonable benchmark ascertained by the City or that the City can acquire similar services of a like quality from another supplier at a total delivered cost that is lower than the total delivered cost of the services acquired hereunder from the service provider, the City shall have the right to notify the service provider of such total delivered cost and the service provider shall have an opportunity to adjust the contract price and any other charges hereunder, on

such a basis as to result in the same total delivered cost to the City, within 30 (thirty) calendar days of such notice.

10.4 If the service provider fails to do so or cannot legally do so, the City may –

10.4.1 acquire the services from such other supplier in which case the obligations, including, but not limited to, any purchase and sale requirements and/or commitments, if any, of the City and the service provider hereunder shall be reduced accordingly;

10.4.2 terminate this agreement without any penalty, liability or further obligation; or

10.4.3 continue under this agreement.

10.5 Within 30 (thirty) calendar days of a notice by the City or at any time the City so requests, the service provider shall certify in writing to the City that it is in compliance with this clause and shall provide all information that the City reasonably requests in order to verify such compliance.

11. SERVICE LEVELS

11.1 The service provider recognises that the City has entered into this agreement relying specifically on the service provider's representations regarding service levels including, *inter alia* –

11.1.1 capacity allocations in accordance with the service to be provided; and

11.1.2 all work to be performed and services rendered under this agreement shall comply with industry norms and best practice acceptable within the services industry and shall be executed by the service provider to the total satisfaction of the City.

11.2 The service provider shall provide suitably qualified and trained employees to provide the services to the City in terms of this agreement, and shall allocate, in its discretion, employee resources in accordance with the technical skill and knowledge required, provided that any exercise of such discretion by the service provider shall not negatively impact the provision of the services by the service provider to the City. The service provider shall also allocate employees with the technical skill and knowledge on-site at the City at all times during normal working hours, if the City so requires.

11.3 Among others, the service provider shall comply with and provide the services as set out in Clause 8 above.

12. WITHHOLDING OF PERFORMANCE

The service provider may not, under any circumstances, including, without limitation, non-payment by the City, withhold any services from the City during the currency of this agreement, unless it validly terminates this agreement, in terms of Clause 32 below.

13. PENALTY

- 13.1 Should the service provider fail to comply with its obligations in terms of this agreement, the City may –
- 13.1.1 exercise its rights in terms of Clause 31 below; or
 - 13.1.2 impose a penalty on the service provider.
- 13.2 An election of any of the above by the City shall not mean that the City has waived any other rights which the City might have in law.
- 13.3 Should the City choose to impose a penalty on the service provider, the City shall provide the service provider with a written notice requiring the service provider to remedy the default within 7 (seven) days from the date of delivery of the notice.
- 13.4 Should the service provider fail to remedy the default within 7 (seven) days after receiving the notice, the City shall be entitled, without prejudice to any alternative or additional right of action or remedy available to the City and without further notice, to impose a penalty, which penalty shall be a deduction of 10% of the monthly contract price for the contract period. For the avoidance of doubt, the penalty amount shall be 10% of the monies due for payment to the service provider monthly, in terms of Clause 9 above.
- 13.5 Should there be a dispute as to whether the failure to deliver was caused by the City or was the service provider's fault, such dispute shall be dealt with in accordance with Clause 33 below.

14. ACCESS

- 14.1 The City shall allow the service provider reasonable access to its premises, provided that –
- 14.1.1 access is related to the services to be provided by the service provider; and
 - 14.1.2 the service provider adheres to all rules, regulations and instructions applicable at the City's premises.
- 14.2 The service provider is required to notify the City every month of employees who are to provide services at the service areas and/or delivery areas.
- 14.3 The City shall grant the service provider and/or its employees, referred in Clause 14.2 above, access to its premises to perform its obligations in terms of this agreement.
- 14.4 The service provider and its employees shall at all times, when entering the premises and/or service areas and/or delivery areas of the City, comply with all rules, laws, regulations and policies of the City.

15. ORDERS OF GOODS

- 15.1 The service provider's contact person shall advise the City in writing of the goods required to enable the service provider to render the services. On the order form, the service provider shall set out the quantity, description of goods and the anticipated date of delivery of the goods ("delivery date").
- 15.2 The City shall confirm the order in writing and authorise the service provider to order the goods necessary for the provision of the service.
- 15.3 All orders for goods ordered under Clause 15 shall be for the separate account of the City, the cost of which shall be invoiced to the City by the service provider upon confirmation of the order, in terms of Clause 15.2 above. The City shall not be obliged to order the goods from the service provider and shall be entitled to use any company that it deems most suitable for the provision of the goods.

16. DELIVERY OF GOODS

- 16.1 The service provider shall deliver the goods on the delivery date.
- 16.2 Should the service provider be unable to deliver the goods on the delivery date, the service provider shall inform the City of its inability to deliver the goods, the reason therefor, and shall provide the City with a reasonable alternative delivery date, which, in any event, shall not be more than 14 (fourteen) days from the original delivery date.
- 16.3 In the event that the service provider is unable to deliver the goods on the delivery date 3 (three) times in a period of 6 (six) months, the City shall be entitled to terminate this agreement by giving the service provider one (1) month's written notice to terminate.
- 16.4 Upon delivery of the goods by the service provider, the City's contact person shall sign the delivery document provided by the service provider as acknowledgement of receipt of the goods. Such acknowledgement of receipt shall not constitute an acceptance –
 - 16.4.1 that the goods were received in good condition;
 - 16.4.2 that the goods were free of any defects;
 - 16.4.3 that the goods were fit for the purpose for which they were purchased; and/or
 - 16.4.4 of any terms and conditions of the delivery document.
- 16.5 In the event that the City notifies the service provider, within 5 (five) business days, that the goods delivered are not in accordance with the order, the City shall be entitled to return the goods to the service provider at the service provider's cost and the service provider shall deliver the replacement goods ordered within 5 (five) business days of taking delivery of the defective goods.

17. DEFECTIVE GOODS OR LATENT PRODUCTS

- 17.1 The service provider shall verify whether the goods received are in order and without any defects.
- 17.2 In the event that the City realises that the goods have any defect, including (but not limited to) manufacture and/or latent defects, the City shall inform the service provider in writing within 5 (five) days of becoming aware of the defect ("Notice of Defect").
- 17.3 Upon receipt of the Notice of Defect, the service provider shall immediately deliver replacement goods to the City within 14 (fourteen) business days of receiving the Notice of Defect, referred to in Clause 17.2 above, and replace the defective goods.
- 17.4 The cost of returning and replacing the defective goods shall be borne by the service provider.
- 17.5 The service provider shall be responsible for the replacement amount of any parts of the goods that are to be replaced in terms of this agreement.

18. AMENDMENT OR CANCELLATION OF PURCHASE ORDER

The City is entitled to cancel an order, reschedule delivery of the goods or change the delivery area and delivery date on 14 (fourteen) days' written notice to the service provider.

19. INSPECTION

- 19.1 The City may, at any time, inspect the goods and/or service levels of the service provider in terms of this agreement.
- 19.2 If the City is, at any time, dissatisfied with the service levels, the City shall, within 7 (seven) days, notify the service provider in writing of the failure or default.
- 19.3 The service provider shall immediately upon receipt of written demand by the City remedy such failure or default, within 7 (seven) business days from the date of receipt of the notice, free of charge.
- 19.4 Should the service provider fail to remedy the failure or default referred to above, the City shall have the right to impose penalties as provided for in Clause 12 above or invoke the provisions of clauses and/or Clause 31 below.
 - 19.4.1 To enable the City to determine whether the goods and/or services rendered in terms of this agreement are being complied with, the service provider shall –
 - 19.4.1.1 provide the City with such information as it may reasonably require;
 - 19.4.1.2 allow the City to inspect and take copies of any records of the service provider relating to the goods and/or services, including all hardware, software, data, information, visuals,

procedures, event logs, transaction logs, audit trails, books, records, contracts and correspondence; or

- 19.4.1.3 allow the City or its authorised representatives to conduct interviews with any of the service provider's employees, subject to reasonable notice being given to the service provider.

19.5 Service provider to provide reasonable assistance

19.5.1 Where any information is required for inspection in terms of this clause and the information is kept in a computer, the service provider shall give the City reasonable assistance required to facilitate inspection and obtain copies of the information in a visible and legible form or to inspect and check the operation of any computer and any associated apparatus or material that is or has been in use in connection with the keeping of the information.

19.5.2 Any information required to be provided to the City, pursuant to Clause 19, shall be provided by the service provider, as the case may be in such form (including a form otherwise than in writing) as the City may reasonably specify.

19.5.3 The cost of any inspection contemplated in terms of Clause 19 shall be for the account of the City unless any material irregularity or failure on the part of the service provider is determined by the City in the course of such inspection.

19.6 The inspection contemplated in this agreement will be conducted –

19.6.1 during normal business hours; and

19.6.2 where the circumstances justify it, on reasonable notice to the service provider, with the minimum interference in the provision of the services and the service provider's other operations.

20. MAINTENANCE AND SUPPORT

The essential and critical elements of the maintenance and support to be provided by the service provider to the City shall be detailed in the scope of work attached hereto as Annexure B.

21. TRAINING

If required, the service provider shall, after delivery and installation of the goods, and as part of maintenance and support, ensure that the City's nominated employees, from time to time, receive the required and necessary training relating to the nature, purpose and appropriate use of the goods.

22. SERVICE PROVIDER'S WARRANTIES AND INDEMNITIES

22.1 Service warranties

22.1.1 The service provider warrants that, in relation to each service provided in terms of this agreement, –

- 22.1.1.1 it has full capacity and authority to enter into and perform this agreement, and that this agreement is executed by duly authorised representatives of the service provider;
- 22.1.1.2 it possesses or has access to the requisite knowledge, skill and experience to provide the services in an expert manner;
- 22.1.1.3 it will discharge its obligations under this agreement and any annexure, appendix or schedule hereto with all due skill, care and diligence;
- 22.1.1.4 all work performed and services rendered under this agreement shall comply with prevailing practice, standards and specifications within the industry;
- 22.1.1.5 it will be solely responsible for the payment of remuneration and associated benefits, if any, of its personnel and for withholding and remitting income tax for its personnel in conformance with any applicable laws and regulations;
- 22.1.1.6 the use or possession by the City of any materials will not subject the City to any claim for infringement of any intellectual property rights of any third party;
- 22.1.1.7 it will, with promptness and diligence, and in a skilful manner and in accordance with the practices and professional standards of operations, perform services and/or deliver goods;
- 22.1.1.8 its services and/or goods will, in all aspects, comply with industry norms and best practice to the satisfaction of the City with regard to materials and workmanship;
- 22.1.1.9 it will use and adopt any standards, processes and procedures required under this agreement;
- 22.1.1.10 it shall employ suitably qualified and trained employees to provide the services and/or goods to the City and it shall allocate employees in accordance with the technical skills and knowledge required;
- 22.1.1.11 the goods and/or services will be free from any defects in material and workmanship;
- 22.1.1.12 it will maintain and cause to be maintained the highest standard of workmanship and care in undertaking the services and/or processing the goods;

- 22.1.1.13 it will maintain and cause to be maintained the highest standard of care and diligence in providing the services, maintenance and support;
- 22.1.1.14 it will ensure that all applicable laws are observed;
- 22.1.1.15 without derogating from the generality of the foregoing, it will strictly adhere to any or all laws, regulations and accepted procedures with regard to health, hygiene and the maintaining of the environment in the manufacture, packaging, labelling, identification, storage and transportation of the goods; and
- 22.1.1.16 it guarantees that the goods shall be in good working condition for the warranty and/or maintenance period of the goods, and that the service provider shall be responsible for the costs of repair of the goods should the goods require to be repaired to their normal use.

22.2 Indemnity

22.2.1 The service provider hereby indemnifies the City against any claim which may be brought against the City by the service provider's personnel or a third party arising from the execution of this agreement or which arises against the City as a result of the service provider's breach of any of the provisions of this agreement. This is provided that the City notifies the service provider in writing within a reasonable time, and, in any event, no less than 14 (fourteen) business days of the City becoming aware of any such claim to enable the service provider to take steps to contest it. The City shall provide the service provider with such reasonable assistance as may be necessary to enable the service provider to defend the claim to the extent only that it is in a position to render such assistance. The service provider may, within 5 (five) business days of receipt of written notice from the City aforesaid, elect in writing to contest such a claim in the name of the City and shall be entitled to control the proceedings in regard thereto. This is provided that the service provider indemnifies the City against all and any costs (including attorney and own client costs) which may be incurred by or awarded against the City as a consequence of the defence of the claim.

23. SERVICE PROVIDER'S PERSONNEL

23.1 Liability for criminal acts of employees

The service provider shall be liable to the City for any loss that the City or any third party may suffer as a result of any theft, fraud or other criminal act of any employee of the service provider which arises within the course and scope of such employee's employment with the service provider.

23.2 Character of employees

23.2.1 Due to the confidential nature of certain aspects of the services and the position of trust which the service provider's employees will fulfil, the service provider hereby undertakes to use its best commercial endeavours to ensure that it only assigns to the City employees who are fit and proper persons, who display the highest standards of personal integrity and honesty, and who have not, to their knowledge, been convicted of any crime.

23.2.2 The service provider shall, at its own cost, conduct all reasonable background checks into its employees before using them to provide the services in terms of this agreement.

23.3 The City shall conduct all reasonable background checks into the service provider's employees from time to time, where it deems it necessary to do so.

24. STATUTORY AND EMPLOYMENT ISSUES

24.1 The service provider shall comply with all employment legislation

24.1.1 The service provider warrants that it has full knowledge of all relevant statutory, collective and other stipulations applicable to the relationship with its personnel and its relationship with the City. This includes, but is not limited to, the Labour Relations Act, 1995 (Act 66 of 1995), the Basic Conditions of Employment Act, 1977 (Act 75 of 1997), the Employment Equity Act, 1998 (Act 55 of 1998) and any other applicable employment legislation currently in force.

24.1.2 The service provider warrants further that it is not and will not in future be in contravention of any of the provisions of any such legislation and in the event of such contravention, the service provider shall immediately take all steps to remedy such contravention. If the City advises the service provider of any contravention of such legislation in writing, the service provider shall, within 10 (ten) days after receipt of such notice, take all steps necessary to remedy such contravention and shall keep the City informed regarding the steps taken and the implementation and result thereof.

24.2 No employment

The service provider warrants that none of its personnel shall be regarded as employees of the City. The service provider shall assist to defend and bear all costs in the event that the City is required to defend a claim, whether civil or employment related, instituted against it by the service provider's personnel should the City defend the matter. The service provider hereby indemnifies the City against all and any costs (including attorney and own client costs) which may be incurred by or awarded against the City as a consequence of the defence of the claim.

24.3 Occupational Health and Safety Act, 1993

The service provider shall be responsible for ensuring compliance with all the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993)

and it indemnifies the City against any claim which may arise in respect of such act by its personnel against the City.

25. SUBCONTRACTING

- 25.1 The service provider may not subcontract the whole of or any portion of the services in terms of this agreement to any third party without the prior consent of the City.
- 25.2 In the event the service provider wishes to subcontract the whole of or any portion of the services in terms of this agreement, it shall apply to the City in writing for consent to do so.
- 25.3 In its application, the service provider shall give the name of the subcontractor, the subcontractor's obligations, the proposed date of commencement of the subcontract, which shall include the fees payable to the subcontractor, and a report of the background security check on the subcontractor's suitability, financial and otherwise.
- 25.4 The City may, in its sole and absolute discretion, refuse consent to subcontract. In the event the City approves the subcontracting of the whole of or any portion of the services in terms of this agreement, –
 - 25.4.1 the service provider shall ensure that the subcontractor's BBBEE level is equal or better than that of the service provider, its price is competitive and it has the capacity to provide the service;
 - 25.4.2 such subcontracting shall not absolve the service provider from the responsibility of achieving the service levels or complying with its obligations in terms of this agreement, and the service provider hereby indemnifies and holds the City harmless against any loss, harm or damage which the City may suffer as a result of such subcontracting;
 - 25.4.3 the service provider shall, at all times, remain the sole point of contact for the City in respect of the acquisition of services by the City; and
 - 25.4.4 no such subcontracting shall have any effect on the contract price and charges payable by the City to the service provider in terms of this agreement.

26. CONFIDENTIALITY

- 26.1 The service provider acknowledges that all information relating to the City's confidential business and technical information, data, documents or other information necessary or useful for the carrying on by the City of its business which shall include, but shall not be limited to, operating procedures, quality control procedures, approximate operation personnel requirements, descriptions, trade names and trademarks, know how, techniques, technology, information relating to clients, customers, suppliers and relevant authorities, copyright, trade secrets and all goodwill relating to the business and any other intellectual property rights, technical data and documents in whole or in part, used by the City in respect of its business ("confidential information") shall

remain confidential and shall not be made known unless the City has given written consent to do so.

- 26.2 The information provided by the City in the context of this agreement is confidential information and the service provider shall take all reasonable measures to keep the information confidential and will only use the information for the purpose for which it was provided.
- 26.3 The service provider undertakes to not disclose any such confidential information. However, there will be no obligation of confidentiality or restriction on use where –
 - 26.3.1 the information is publicly available, or becomes publicly available otherwise than by action of the receiving party;
 - 26.3.2 the information was already known to the receiving party (as evidenced by its written records) prior to its receipt under this or any previous agreement between the parties or their affiliates; or
 - 26.3.3 the information was received from a third party not in breach of an obligation of confidentiality.

27. INTELLECTUAL PROPERTY RIGHTS

- 27.1 All intellectual property rights of the contractor and/or third party vest in the contractor and/or third party, as appropriate.
- 27.2 All rights in the City name and logo remain the absolute property of the City.
- 27.3 The contractor warrants that no aspect of the services provided in terms thereof will infringe any patent, design, copyright, trademark, trade secret or other proprietary right of any third party.
- 27.4 The contractor shall promptly notify the City, in writing, of any infringement or apparent or threatened infringement or any circumstances which may potentially give rise to an infringement, or any actions, claims or demands in relation to any intellectual property rights.
- 27.5 In the event the City becomes aware of any such infringement, the contractor shall, at its cost, defend the City against any claim that the services infringe any such third party intellectual property rights, provided that the City gives notice to the contractor of such claim and the contractor controls the defence thereof. The contractor further indemnifies the City against, and undertakes that it will pay all costs, damages and attorney fees, if any, finally awarded against the City in any action which is attributable to such claim and will reimburse the City with all costs reasonably incurred by the City in connection with any such action.
- 27.6 Should any claim be made against the City by any third party in terms of Clause 27.1 above, the City shall give the contractor written notice thereof within 3 (three) days of becoming aware of such claim to enable the contractor to take steps to contest it.

27.7 Should any third party succeed in its claim for the infringement of any third party proprietary rights, the contractor shall, at its discretion and within 30 (thirty) days of the services having been found to infringe, at its own cost, –

27.7.1 obtain for the City the right to continue using the subject of infringement or the parts thereof which constitute the infringement;

27.7.2 replace the subject of infringement or the parts thereof which constitute the infringement with another product or service which does not infringe and which is materially similar to the subject of infringement;

27.7.3 alter the subject of infringement in such a way as to render it non-infringing while still in all respects operating in substantially the same manner as the subject of infringement; or

27.7.4 withdraw the subject of infringement.

28. FORCE MAJEURE

28.1 For the purposes hereof, “*force majeure*” shall mean civil strife, riots, insurrection, sabotage, national emergency, acts of war of public enemy, rationing of supplies, flood, storm, fire or any other like forces of nature beyond the reasonable control of the party claiming *force majeure* and comprehended in the terms thereof.

28.2 If *force majeure* causes delays in or failure or partial failure of performance by a party of all or any of its obligations hereunder, this agreement shall be suspended for the period agreed in writing between the parties.

28.3 In the event of circumstances arising which the other party believes that it constitutes a *force majeure* (“the affected party”), such affected party shall send, within 5 (five) days from the interrupting circumstances, a written notice of the interrupting circumstances specifying the nature and date of commencement of the interrupting event to the other party. The parties shall agree, in writing, to suspend the implementation of this agreement for a specific period (“agreed period”).

28.4 In the event that both parties reasonably believe that the affected party shall be unable to continue to perform its obligations after the agreed period, either party shall be entitled to terminate this agreement without further notice to the other party.

28.5 The party whose performance is interrupted by the interrupting circumstances shall be entitled, provided that such party shall have given notice to that effect with a written notice of the interrupting circumstances as provided above, to extend the period of this agreement by a period equal to the time that its performance is so prevented.

29. CESSION

The service provider shall not be entitled to cede, assign or transfer in any other way and/or alienate its rights and obligations in terms of this agreement without the prior written consent of the City.

30. CHANGE OF CONTROL OR CIRCUMSTANCE

- 30.1 The service provider shall notify the City in writing of any change in the service provider's shareholding or membership or any change in the service provider's subsidiary companies or holding or its affiliates (such change shall be considered a material change in the constitution and identity of the service provider). The City may terminate this agreement upon becoming aware of such material change.
- 30.2 The parties agree that should there be a change, as envisaged in Clause 30.1 above, the service provider will no longer exist and a new third party or entity shall have been constituted. In this regard, such third party shall not be entitled to inherit any of the service provider's rights and obligations in terms of this agreement, which will only be transferred to the new entity in writing by the City following the City's satisfaction and approval in writing of such new entity.
- 30.3 The service provider shall further notify the City of any material changes or circumstance which might have led the City to appoint the service provider to provide the goods and/or services. In the event that any material change or circumstance occurs and the service provider fails to inform the City of such a change or circumstance, the service provider shall be deemed to have breached a material term of this agreement and the City shall be entitled to cancel the agreement on 1 (one) month's prior notice.

31. BREACH

- 31.1 Subject to Clause 30.3 above, should either party commit a breach of any term of this agreement ("the defaulting party") then the affected party ("aggrieved party") shall be entitled to inform the defaulting party in writing to remedy such failure or default within 5 (five) business days. Should the defaulting party fail to remedy the breach within 5 (five) business days after receipt of the notice, the aggrieved party shall be entitled, without prejudice to any of its rights under this agreement or law, to –
- 31.1.1 immediately terminate this agreement without giving written notice and claim damages (which shall include legal costs on an attorney or client scale);
- 31.1.2 request specific performance and claim damages (which shall include legal costs on an attorney or client scale); or
- 31.1.3 impose penalties as provided for in Clause 13 above.

32. EARLY TERMINATION

The City shall have the right to terminate this agreement by giving 30 (thirty) days' notice in writing to the service provider of its intention to terminate the agreement.

33. DISPUTES

33.1 Save for Clause 31 above or any other clause in this agreement which provides for its own remedy, should any dispute arise between the parties in respect of or pursuant to this agreement, including, without limiting the generality of the foregoing, any dispute relating to –

33.1.1 the interpretation of the agreement;

33.1.2 the performance of any of the terms of the agreement;

33.1.3 any of the parties' rights and obligations;

33.1.4 any procedure to be followed;

33.1.5 the termination or cancellation or breach of this agreement; or

33.1.6 the rectification or repudiation of this agreement,

any party may give the other party written notice of such dispute, in which event the provisions below shall apply.

33.2 Within 7 (seven) days of the declaration of such dispute, the parties' representatives or their nominated persons shall meet in the spirit of goodwill and endeavour to resolve the dispute, failing which (and without prejudice to any other alternative dispute resolution to which the parties may agree, either prior to or concurrently with arbitration) the provisions of Clause 33 shall apply.

33.3 If the parties are unable to resolve the dispute within 14 (fourteen) days of the notice of the dispute (or such longer period as they may have agreed to in writing), then either party may, on written notice to the other party, require that the dispute be submitted to and decided by arbitration, in terms of the Arbitration Act, 1965 (Act 42 of 1965).

33.4 The arbitration shall be held under the provisions of the Arbitration Act, 1965 provided that the arbitration shall be –

33.4.1 at any place which the parties agree, in writing, to be mutually convenient; and

33.4.2 in accordance with such formalities and/or procedures as may be settled by the arbitrator and may be held in an informal and summary manner, on the basis that it shall not be necessary to observe or carry out the usual formalities of procedure, pleadings and/or discovery or respect rules of evidence.

33.5 If the arbitration is –

33.5.1 a legal matter, then the arbitrator shall be a practising advocate or a practising attorney of no less than 10 (ten) years' standing;

- 33.5.2 an accounting matter, then the arbitrator shall be a practising chartered accountant of no less than 10 (ten) years' standing; and
- 33.5.3 any other matter, then the arbitrator shall be any independent person agreed upon between the parties.
- 33.6 Should the parties fail to agree on an arbitrator within 14 (fourteen) days after the arbitration has been demanded, then the arbitrator shall be nominated at the request of either of the parties, by the president for the time being of the Law Society of the Northern Provinces.
- 33.7 Should the parties fail to agree whether the dispute is of a legal, accounting or other nature within 7 (seven) days after the arbitration has been demanded, it shall be deemed to be a dispute of a legal nature.
- 33.8 The arbitrator may –
 - 33.8.1 investigate or cause to be investigated any matter, fact or thing which he/she considers necessary or desirable in connection with the dispute and, for that purpose, shall have the widest powers of investigating all documents and records of any party that have a bearing on the dispute;
 - 33.8.2 interview and question under oath the parties or any of their representatives;
 - 33.8.3 decide the dispute according to what he/she considers just and equitable in the circumstances; and
 - 33.8.4 make such award, including an award for specific performance, damages or otherwise, as he/she in his/her discretion may deem fit and appropriate. The arbitration shall be held as quickly as possible after it is requested, with a view to it being completed within 30 (thirty) days after it has been so requested.
- 33.9 The arbitrator's decision and award shall be in writing with reasons and shall be subject to appeal by either party.
- 33.10 Subject to the provisions of Clause 33.9 above, the arbitrator's award may, on application by either party to a court of competent jurisdiction and after due notice is given to the other party, be made an order of court.
- 33.11 Notwithstanding the provisions of Clauses 33.1, 33.2, 33.3, 33.4, 33.5, 33.6 and 33.7 above, in the event of either party having a claim against the other party for a liquidated amount or an amount which arises from a liquid document, or for an interdict or other urgent relief, then the other party having such a claim shall be entitled to institute action therefor in a court of law rather than in terms of the above clauses, notwithstanding the fact that the other party may dispute the claim.

- 33.12 The provisions of Clause 33 are severable from the rest of this agreement and shall remain in effect even where this agreement is terminated or cancelled for any reason.

34. LAWS AND JURISDICTION

- 34.1 This agreement shall be governed by and interpreted according to the law of the Republic of South Africa.
- 34.2 Each party submits to the exclusive jurisdiction of the South African courts in respect of any matter arising from or in connection with this agreement, including its termination. Each party further consents to the jurisdiction of the High Court of South Africa (North Gauteng High Court (in Pretoria)).

35. NOTICES AND COMMUNICATION

- 35.1 The Parties choose, as their respective *domicilium citandi et executandi* (hereinafter referred to as the "*domicilium*") and for the delivery of any notices arising out of the agreement or its termination or cancellation, whether in respect of court process, notices or other documents or communication of whatsoever nature (including the exercise of any option), the address, as set out below.

35.1.1 The City:

2nd Floor, Block D
Tshwane House
320 Madiba Street
Pretoria CBD
0001

Attention: _____
Telephone: _____
Fax: 086 214 9544
Email: _____

35.1.2 The service provider:

Attention: _____
Telephone: _____
Fax: _____
Email: _____

- 35.2 Each party shall be entitled, from time to time, by written notice to the other party, to vary its *domicilium* to any other address, which is not a post office box or *poste restante*.

- 35.3 Any notice given and any payment made by any party to another party (hereinafter referred to as “the addressee”) which –
- 35.3.1 is delivered by hand during normal business hours of the addressee at the addressee’s *domicilium*, shall be deemed, until the contrary is proved by the addressee, to have been received by the addressee at the time of delivery;
 - 35.3.2 is posted by prepaid registered post to the addressee at the addressee’s *domicilium* shall be deemed, until the contrary is proved by the addressee, to have been received on the 7th (seventh) day after the date of posting; or
 - 35.3.3 is sent by email or facsimile machine shall be deemed, until the contrary is proven by the addressee, to have been received within 1 (one) hour of transmission where it is transmitted during business hours of the receiving instrument and at noon on the following business day (excluding Saturdays) where it is transmitted outside such business hours.
- 35.4 Any notice or communication required or permitted in terms of this agreement shall be valid and effective only if in writing, but it shall be competent to give notice by facsimile.
- 35.5 Notwithstanding anything to the contrary in this agreement, a notice or communication actually received by one party shall be an adequate notice or communication notwithstanding that it was not sent to or delivered at the chosen *domicilium citandi et executandi*.

36. GENERAL AND MISCELLANEOUS

36.1 Sole record of agreement

This agreement constitutes the sole record of the agreement between the parties with regard to the subject matter hereof. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.

36.2 No amendment except in writing

No addition to, variation of or agreed cancellation of this agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties. Any alleged waiver of this requirement must itself be reduced to writing and signed by the relevant party to be of any effect.

36.3 Waivers

No relaxation or indulgence which any party may grant to any other shall constitute a waiver of the rights of that party and shall not preclude that party from exercising any rights which may have arisen in the past or which might arise in future.

36.4 **Survival of obligations**

Any provision of this agreement which contemplates performance or observance subsequent to any termination or expiration of this agreement shall survive any termination or expiration of this agreement and continue in full force and effect.

36.5 **Approvals and consents**

An approval or consent given by a party under this agreement shall only be valid if in writing and shall not relieve the other party from the responsibility of complying with the requirements of this agreement nor shall it be construed as a waiver of any rights under this agreement, except as and to the extent otherwise expressly provided in such approval or consent, or elsewhere in this agreement. Any alleged waiver of the requirement that the approval or consent must be in writing must itself be reduced to writing and signed by the relevant party to be of any effect.

37. **EXECUTION**

37.1 This agreement may be executed in several counterparts, which shall each be deemed an original, but all of which shall constitute one and the same instrument. A facsimile shall constitute a valid counterpart for all purposes hereunder.

37.2 The signatories to this agreement, by their signature, warrant their authority to enter into this agreement and the capacity of their principal, if signing in a representative capacity, to enter into this agreement.

Signed at on this day of 20.....

Witnesses:

1.

2.

For and on behalf of **the City of
Tshwane Metropolitan
Municipality**
(duly represented by Mr Johann
Mettler)

Signed at on this day of 20.....

Witnesses:

1.
2.

For and on behalf of

(duly represented by

_____)

ANNEXURE A

RESOLUTION OF THE BOARD

Resolution by the board of directors of _____
(the "company") made at a meeting held at _____ on
_____ 20__.

NOTED: THAT _____ intends to enter into an agreement with the City of Tshwane Metropolitan Municipality in terms of which the company shall provide various services (the "agreement") on the terms and subject to the conditions of the agreement to which this resolution is attached as Annexure A.

RESOLVED:

THAT the company approves and enters into the agreement on the terms and subject to the conditions of the agreement to which this resolution is attached.

THAT _____ in his/her capacity as a _____ of the company, be and is hereby authorised to negotiate, settle and sign the agreement attached hereto, and to sign all documentation and do all things necessary to give effect to the aforesaid resolutions on behalf of the company.

Read and confirmed

CHAIRPERSON/COMPANY SECRETARY

ANNEXURE B

SCOPE OF WORK AND DELIVERABLES

ANNEXURE C
PAYMENT TERMS