



CLUSTER
Technical Services Department

UNIT
Energy Management Directorate

DEPARTMENT
HV Operations

PROCUREMENT DOCUMENT
PROFESSIONAL SERVICES

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

Contract No: 31566-5E

Contract Title: Professional services for the refurbishment and construction of various 275 kV and 132 kV overhead power lines and related substation assets

CLARIFICATION MEETING AND QUERIES

Clarification Meeting: No Clarification Meeting

Queries can be addressed to: Musawakhe Hlatshwayo
The Employer's Agent's: Tel: 031-322-1062
Representative: eMail: musawakhe.hlatshwayo@durban.gov.za. All email queries must be submitted by 11 September 2025 and consolidated questions and answers to be uploaded on a website by 18 September 2025.

TENDER SUBMISSION

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

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

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

Closing Date/ Time: Friday, 26 September 2025 at 11h00

FACSIMILE, eMAIL, or POSTED TENDERS WILL NOT BE ACCEPTED

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

Issued by:

ETHEKWINI MUNICIPALITY

Deputy Head: [HV Operations](#)

Date of Issue: [22/08/2025](#)

Document Version : 14/03/2023(a)

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

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PART T1: TENDERING PROCEDURES

T1.1.1: TENDER NOTICE AND INVITATION TO TENDER

Tenders are hereby invited for Professional Services to **provide engineering, design and project management services for the refurbishment and construction of 275 kV and 132 kV overhead power lines and related substation assets.**

| Subject | Description | Tender Data Ref. |
|------------------------------------|---|-------------------------|
| Employer | The Employer is the eThekweni Municipality as represented by: Deputy Head: HV Operations | F.1.1.1 |
| Tender Documents | Documents can only be obtained in electronic format, issued by the eThekweni Municipality. Documentation can be downloaded from the National Treasury's eTenders website or the eThekweni Municipality's Website . The <u>entire document</u> should be printed (on A4 paper) and suitably bound by the tenderer. | F.1.2 |
| Clarification Meeting | Not Applicable | F.2.7 |
| Seek Clarification | Queries relating to these documents are to be addressed to the Employer's Agent's Representative whose contact details are: Musawakhe Hlatshwayo Tel: 031-322-1062 eMail: musawakhe.hlatshwayo@durban.gov.za. All email queries must be submitted by 11 September 2025 and consolidated questions and answers to be uploaded on a website by 18 September 2025. | F.2.8 |
| Submitting a Tender Offer | Tender offers shall be delivered to: The Tender Box in the foyer of the Municipal Building 166 KE Masinga Road, Durban Bidders are required to also make an electronic submission via SSS. Bidders must ensure that the hard copy and electronic submission are the same, failing which the submission will be deemed invalid. Bidders are responsible for resolving all access rights and submission queries before the tender closing date. SSS Queries Contact: Lindo Dlamini: Tel: 031-3227133/031-3227153 email: supplier.selfservice@durban.gov.za | F.2.13 |
| Closing Time | Tender offers shall be delivered on or before Friday, 26 September 2025 at or before 11h00 . | F.2.15 |
| Evaluation of Tender Offers | The 80/20 Price Preference Point System, as specified in the PPPFA Regulations 2022 will be applied in the evaluation of tenders. Refer to Clause F.3.11 of the Tender Data for the Specific Goal(S) for the awarding of Preference Points, and other related evaluation requirements. | F.3.11 |

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

PART T1: TENDERING PROCEDURES

T1.2: TENDER DATA

T1.2.1 STANDARD CONDITIONS OF TENDER

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

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

T1.2.2 TENDER DATA

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

F.1: GENERAL

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

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

- 1) This procurement document.
- 2) The "Standard Professional Services Contract – 3rd Edition July 2009" published by the Construction Industry Development Board (CIDB). This document is obtainable separately, and Tenderers shall obtain their own copies.
- 3) In addition, Tenderers are advised, in their own interest, to obtain their own copies of the following acts, regulations, and standards referred to in this document as they are essential for the Tenderer to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies, and the participation of targeted enterprise and labour.
 - The Employer's current (as at advertising date) Supply Chain Management Policy.
 - The Preferential Procurement Policy Framework Act No 5 of 2000, and the Preferential Procurement Policy Framework Act Regulations (2022).
 - The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations (2014).
 - The Construction Industry Development Board Standard for Uniformity in Construction Procurement (July 2015).
 - Any other eThekweni Policy documents referenced in the Tender Documents.

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

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

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

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

Musawakhe Hlatshwayo

Tel: 031-322-1062

eMail: musawakhe.hlatshwayo@durban.gov.za. All email queries must be submitted by 11 September 2025 and consolidated questions and answers to be uploaded on a website by 18 September 2025.

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

F.2: TENDERER'S OBLIGATIONS

F.2.1 Eligibility: General

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

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

SCM Policy (CI.14(4)) requires suppliers/ service providers/ contractors to be registered on the **eThekweni Municipality Central Supplier Database**.

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

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

The following are to be noted regarding registration on the **eThekwini Municipality Central Supplier Database**:

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

F.2.2.2 The cost of the tender documents: Replace this paragraph with the following:

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

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

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

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

F.2.7 Clarification meeting:
Not Applicable

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

F.2.12 Alternative tender offers: No alternative tender offers will be considered.

F.2.13 Submitting a tender offer: Submissions must be submitted on official submission documentation issued (in electronic format) by the eThekwini Municipality. The entire downloaded document should be printed on white A4 paper (single-sided) and suitably bound by the tenderer.

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

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

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

- Contract No. : **31566-5E**
- Contract Title : **Professional services for the refurbishment and construction of various 275 kV and 132 kV overhead power lines and related substation assets**

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

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

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

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

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

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

- Date : **Friday, 26 September 2025**
- Time : **11h00**

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

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

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

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

Tax Clearance

Refer also to returnable form in T2.2.3: "Tax Compliance Status PIN/ Tax Clearance Certificate".

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

Failure to comply will make the tender non-responsive.

Central Supplier Database (CSD)

Refer also to returnable form in T2.2.12: "Eligibility: CSD Registration Report".

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

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

F.3: THE EMPLOYER'S UNDERTAKINGS

F.3.1.1 Respond to requests from the tenderer: Replace the words "five working days" with "three working days".

F.3.2 Issue addenda: Add the following paragraph: "Addenda will be published, in electronic format, on the same platform(s) as the Tender Notification (refer to F.1.2).

F.3.4 Opening of Tender Submissions: Tenders will be opened immediately after the closing time for tenders. The public reading of tenders will take place in the SCM Boardroom, 6th Floor, Engineering Unit Building, 166 KE Masinga Road, Durban.

F.3.11 Evaluation of Tender Offers:

Eligibility

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

Functionality

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

The functionality Criteria, Sub-Criteria, Points per Criteria/ Sub-Criteria, Returnable Documentation and Schedules, Method of Evaluation, and Prompts for Judgement are as specified in T1.2.3: "Additional Conditions of Tender".

Preference Point System

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

Price Points

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

Preference Points

Refer to T2.2.6: "MBD 6.1: Preference Points Claim".

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

- **Ownership Goal**

Goal Weighting: 40%

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

| Ownership Categories | Criteria | 80/20 | 90/10 |
|-----------------------------|--|-------|-------|
| Gender: Female (w2) | Equals 0% | 0 | n/a |
| | Between 0% and 51% | 3 | n/a |
| | Greater or equal to 51% and less than 100% | 4 | n/a |
| | Equals 100% | 6 | n/a |
| Disability: (w3) | Equals 0% | 0 | n/a |
| | Between 0% and 51% | 0.5 | n/a |
| | Greater or equal to 51% and less than 100% | 1 | n/a |
| | Equals 100% | 2 | n/a |
| Maximum Goal Points: | | 8 | n/a |

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

- W2 =75%, w3=25% (where: w2 + w3 = 100%)

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

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

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

Goal Weighting: 40%

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

| Location | 80/20 | 90/10 |
|-----------------------------|-------|-------|
| Not in South Africa | 0 | n/a |
| South Africa | 4 | n/a |
| Kwa Zulu Natal | 6 | n/a |
| eThekwin Municipality | 8 | n/a |
| Maximum Goal Points: | 8 | n/a |

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

- CSD report

- **RDP Goal: The promotion SMMEs owned by >51% Black – Contracts > R5m**
Goal Weighting: 20%

The tendering entity's **Commitment to Sub-Contracting** (to Sub-Contractors conforming to the specified ownership demographics) the **percentage works**, as specified below, is to be used in the determination of the tenderer's claim for **Preference Points** for this Specific Goal.

| Contract Participation Goal | 80/20 | 90/10 |
|------------------------------------|--------------|--------------|
| Sub-contracting 0% | 0 | n/a |
| Sub-contracting <25% | 2 | n/a |
| Sub-contracting 25% | 3 | n/a |
| Sub-contracting ≥25% and <50% | 4 | n/a |
| Maximum Goal Points: | 4 | n/a |

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

- Contract Participation Goal Plan (% work to be allocated)

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

- The tenderer submits a **valid Tax Clearance Certificate OR Tax Compliance Status PIN**, issued by the TCS System of the South African Revenue Services, or has made arrangements to meet outstanding tax obligations.
- The tenderer or any of its directors/shareholders is **not listed on the Register of Tender Defaulters** in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
- The tenderer has not:
 - Abused the Employer's Supply Chain Management System; or
 - Failed to perform on any previous contract and has been given a written notice to this effect.
- The tenderer has completed the **Compulsory Enterprise Questionnaire** and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process.

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

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

T1.2.3 ADDITIONAL CONDITIONS OF TENDER

T1.2.3.1 Appeals

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

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

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

Clause 44 of the Supply Chain Management Regulations states that the Municipality or Municipal Entity may not make any award to a person:

- (a) Who is in the service of the State;
- (b) If that person is not a natural person, of which a director, manager, principal shareholder or stakeholder is a person in the service of the state; or
- (c) Who is an advisor or consultant contracted with the municipality or a municipal entity.

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

T1.2.3.3 Code of Conduct and Local Labour

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

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

T1.2.3.5 Functionality Specification

1. The minimum number of evaluation points for Functionality is **70**.
2. The minimum threshold per functionality criteria applies as follows:
 - a) Experience of the Tenderer 20 points minimum.
 - b) Key personnel 35 points minimum.
 - c) Methodology 15 points minimum.
3. The tenderer not meeting the minimum thresholds stated above (in number 2) shall be deemed nonresponsive.
4. The Functionality criteria and maximum score in respect of each of the criteria are as follows:

| Functionality criteria | Sub criteria | Points | Evaluation Schedule(s) |
|---|------------------------------|--------|--|
| Experience of Tenderer | Tower Refurbishment Projects | 15 | Details of Tenderer's Experience |
| | Line Construction Projects | 15 | |
| Experience of Key Resources in executing work of similar nature | Senior Project Engineer | 20 | Submission of a CV, Qualification Certificate, and Professional Registration Certificate for Key Personnel |
| | Project Engineer | 14 | |
| | Site Representative 1 | 10 | Submission of a CV and Qualification Certificate |
| | Site Representative 2 | 10 | |
| Methodology | Tower Refurbishment Projects | 8 | Details of Methodology Including Programme, Risk management and Approach |
| | Line Construction Projects | 8 | |
| The maximum possible score for Functionality (M _s) | | 100 | |

- Each evaluation criteria will be assessed in terms of five indicators – no response, poor, satisfactory, good and very good. Scores of 0, 40, 70, 90 or 100 will be allocated to no response, poor, satisfactory, good, and very good, respectively.
- The prompts for judgment and the associated scores used in the evaluation of Functionality shall be as follows:

| Level | Score | Prompt for judgement |
|-------|-------|---|
| 0 | 0 | Failed to address the question / issue |
| 1 | 40 | Less than acceptable – response / answer / solution lacks convincing evidence of skill / experience sought or medium risk that relevant skills will not be available. |
| 2 | 70 | Acceptable response / answer / solution to the particular aspect of the requirements and evidence given of skill / experience sought |
| 3 | 90 | Above acceptable – response / answer / solution demonstrating real understanding of requirements and evidence of ability to meet it. |
| 4 | 100 | Excellent – response / answer / solution gives real confidence that the tenderer will add real value. |

Note: For Tenderer's experience criterion "SUCCESSFULLY COMPLETED" implies:

- A project that has been completed to specification and within the permitted timeframes taking into consideration operational constraints.
- For Tower Refurbishment: a project involving the line condition assessment, compiling technical specifications, assisting the Client with the tendering process, project management, monitoring and inspections of 275 kV and/or 132 kV overhead line refurbishment projects and 50% of the projects involving double circuit towers where one circuit is alive during the refurbishment work. If a portion of the project was executed (for example as a sub-contractor), only that portion of the project value for the specific lines would be considered in the total value.
- For Line Construction: a project involving the line condition assessment, compiling technical specifications, performing line designs, assisting the Client with the tendering process, project management, monitoring and inspections of 275 kV and/or 132 kV overhead line construction projects and 50% of the projects (upgrade, rebuild, deviation) involving existing lines with double circuit towers where one circuit is alive during the construction work. If a portion of the project was executed (for example as a sub-contractor), only that portion of the project value for the specific lines would be considered in the total value.

The tenderer must submit certificates of completion / signed letters from the respective Client/s confirming completion of the said project. Failure to submit this information will result in the project not being considered as part of the evaluation.

| Level | pts | Criterion: Tenderer's Experience Line Refurbishment |
|-------|-----|---|
| 0 | 0 | No Submission or Submission of no substance / irrelevant information provided. |
| 1 | 40 | To have successfully completed 1 to 3 <u>projects</u> of a similar nature within the past 10 years. |
| 2 | 70 | To have successfully completed 4 to 6 <u>projects</u> of a similar nature within the past 10 years. |
| 3 | 90 | To have successfully completed 7 to 9 <u>projects</u> of a similar nature within the past 10 years. |
| 4 | 100 | To have successfully completed 10+ <u>projects</u> of a similar nature within the past 10 years. |

| Level | pts | Criterion: Tenderer's Experience Line Construction |
|-------|-----|---|
| 0 | 0 | No Submission or Submission of no substance / irrelevant information provided. |
| 1 | 40 | To have successfully completed 1 to 3 <u>projects</u> of a similar nature within the past 10 years. |
| 2 | 70 | To have successfully completed 4 to 6 <u>projects</u> of a similar nature within the past 10 years. |
| 3 | 90 | To have successfully completed 7 to 9 <u>projects</u> of a similar nature within the past 10 years. |
| 4 | 100 | To have successfully completed 10+ <u>projects</u> of a similar nature within the past 10 years. |

| Experience of Key Resources in executing work of similar nature | | | | | | | | |
|---|--|--|--|-------------------|-------------------|-------------------|--------------------|--------------|
| Job Title | Minimum Qualification Required | Professional Registration Required | Number of Years' Relevant Experience on projects of a similar nature | | | | | Total Points |
| | | | Level 0 0 pts | Level 1 40 pts | Level 2 70 pts | Level 3 90 pts | Level 4 100 pts | |
| Senior Project Engineer | BSc Eng or BEng in Electrical | Pr. Eng | No Submission | ≤ 5 | > 5 ≤ 7 | > 7 ≤ 10 | > 10 | 20 |
| Project Engineer | BSc Eng or BEng in Electrical/Mechanical/ Civil | Pr. Eng | No Submission | ≤ 3 | > 3 ≤ 6 | > 6 ≤ 8 | > 8 | 14 |
| Site Representative | National Diploma in Electrical/Mechanical/ Civil | Candidate and Eligible for Pr. Techni registration | No Submission | ≤ 3 | > 3 ≤ 5 | > 5 ≤ 7 | > 7 | 10 |
| | N2 or NCV in Electrical/Mechanical/ Civil | Trade Test | No Submission | ≤ 4 | > 4 ≤ 6 | > 6 ≤ 8 | > 8 | 10 |
| <p>Note 1: "experience" implies experience on projects of a similar nature with respect to the Scope</p> <p>Note 2: "accredited degree / diploma" implies a minimum 3-year qualification within the built environment, from a registered University or Institute of Technology.</p> | | | | | | | | |

| Level | Pts | Criterion: Approach / Methodology |
|-------|-----|--|
| 0 | 0 | No response/ no documents submitted |
| 1 | 40 | The technical approach and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project. The programme is poor and has missed critical aspects |
| 2 | 70 | <p>The approach is tailored to address the specific project objectives and methodology. The approach does adequately deal with the critical characteristics of the project.</p> <p>The project plan and manner in which risk is to be managed etc is tailored to the key aspects of the programme.</p> <p>The programme is adequate.</p> |
| 3 | 90 | <p>The approach is tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution.</p> <p>The project plan and approach to managing risk etc is tailored to the critical characteristics of the project.</p> <p>The programme is good and has allowed for all critical aspects</p> |
| 4 | 100 | <p>Besides meeting the "good" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the- art approaches.</p> <p>The programme is well thought out and makes allowance for all the key risk areas.</p> <p>The approach paper details ways to improve the project outcomes and the quality of the outputs</p> |

Only information sent with the original tender document at the tender closing date will be used for quality scoring of the Tenderer, Engineers and Site Representative's experience. Additional information after the tender closing date will not be considered.

Technical Assessment of Key Personnel:

The top ranked compliant Tenderers may be required to attend a compulsory technical assessment during the adjudication. The assessment shall take the form of an oral and/or written test for the key personnel offered, and tower climbing for the Site Representatives. The Tenderer shall be notified of the date and time and venue. The assessment must be attended by the relevant key personnel offered and to be assigned to this contract. The results of the assessment shall be used for the scoring together with the information in the schedules.

PART T2: RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

T2.1.1 General

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

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

T2.1.2 Returnable Schedules, Forms and Certificates

Entity Specific

| | | |
|---------|--|----|
| T2.2.1 | Compulsory Enterprise Questionnaire | 16 |
| T2.2.2 | Certificate of Attendance at Clarification Meeting | 18 |
| T2.2.3 | Tax Compliance Status PIN / Tax Clearance Certificate | 19 |
| T2.2.4 | MBD 4: Declaration of Interest | 20 |
| T2.2.5 | MBD 5: Declaration for Procurement Above R10 Million | 22 |
| T2.2.6 | MBD 6.1: Preference Points Claim Form ITO the Preferential Regulations | 23 |
| T2.2.7 | MBD 8: Declaration of Bidder's Past SCM Practices | 26 |
| T2.2.8 | MBD 9: Certificate of Independent Bid Determination | 28 |
| T2.2.9 | Joint Venture Agreements (if applicable) | 31 |
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Technical or Functionality Evaluation

| | | |
|---------|--|----|
| T2.2.13 | Experience of Tenderer | 35 |
| T2.2.14 | Experience of Key Personnel | 38 |
| T2.2.15 | Approach Paper / Methodology / Programme | 45 |

T2.2 RETURNABLE SCHEDULES, FORMS, AND CERTIFICATES

The returnable schedules, forms, and certificates, as listed in T2.1.2, can be found on pages [16](#) to [34](#).

NOTE

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

T2.2.1 **COMPULSORY ENTERPRISE QUESTIONNAIRE**

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

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

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

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

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

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

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

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

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

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

This is to certify that:

(tenderer name):

of (address):

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

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

Particulars of person(s) attending the meeting:

Name:

Name:

Signature:

Signature:

Capacity:

Capacity:

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

Name:

Signature:

Date:

T2.2.3 TAX COMPLIANCE STATUS PIN / TAX CLEARANCE CERTIFICATE

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

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

Separate Tax Clearance Certificates / TCS PINs are required for each entity in a Joint Venture.

The TCS PIN(s) are to be entered under item 3.4 on form **T2.1.2.1: Compulsory Enterprise Questionnaire**.

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

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

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.4 MBD 4: DECLARATION OF INTEREST

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

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

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

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

3.1 Name of enterprise

Name of enterprise’s representative

3.2 ID Number of enterprise’s representative

3.3 Position enterprise’s representative occupies in the enterprise

3.4 Company Registration number

3.5 Tax Reference number

3.6 VAT registration number

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

3.8 Are you presently in the service of the state?

If yes, furnish particulars:

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

If yes, furnish particulars:

| |
|-----------------------------------|
| Complete T2.1.2.1 Item 1.1 |
| Complete T2.1.2.1 Item 1.2 |
| Complete T2.1.2.1 Item 1.3 |
| Complete T2.1.2.1 Item 1.4 |
| Complete T2.1.2.1 Item 3.1 or 3.2 |
| Complete T2.1.2.1 Item 3.3 |
| Complete T2.1.2.1 Item 1.7 |

Circle Applicable

YES

NO

YES

NO

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

YES

NO

If yes, furnish particulars:

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

YES

NO

If yes, furnish particulars:

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

YES

NO

If yes, furnish particulars:

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

YES

NO

If yes, furnish particulars:

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

YES

NO

If yes, furnish particulars:

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

**T2.2.5 MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION
(ALL APPLICABLE TAXES INCLUDED)**

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.6 MBD 6.1: PREFERENCE POINTS CLAIM
In terms of THE PREFERENTIAL PROCUREMENT REGULATIONS (2022)

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

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

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

1.0 GENERAL CONDITIONS

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

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

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

1.3 Preference Points for this tender shall be awarded for:

- **Price and Specific Goals:** Either 80 or 90 (price) and 20 or 10 (specific goals), in terms of 1.2 above.
- The total Preference Points, for Price and Specific Goals, is 100.

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

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

2.0 DEFINITIONS

2.1 **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation.

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

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

2.4 **“tender for income-generating contracts”** means a written offer in the form determined by Municipality in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the Municipality and a third party that produces revenue for the Municipality, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions.

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

3.0 FORMULA FOR CALCULATION OF PREFERENCE PRICE POINTS

3.1 PROCUREMENT OF GOODS AND SERVICES

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

80 / 20 Points System

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

Where:

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

4.0 POINTS AWARDED FOR SPECIFIC GOALS

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

TABLE 1: Specific Goals for the tender and maximum points for each goal are indicated per the table below.

Tenderers are to indicate their points claim for each of the Specific Goals in the shaded blocks.

| The Specific Goals to be allocated points in terms of this tender | Maximum Number of points ALLOCATED (80/20 system) | Maximum Number of points ALLOCATED (90/10 system) | Number of points CLAIMED (80/20 system) | Number of points CLAIMED (90/10 system) |
|---|---|---|---|---|
| Ownership Gender: Female | 6 | n/a | | n/a |
| Ownership Goal: Disability | 2 | n/a | | n/a |
| RDP Goal: The promotion of South African owned enterprises. | 8 | n/a | | n/a |
| RDP Goal: The promotion of SMMEs owned by PPG (contracts >R5m) | 4 | n/a | | n/a |
| Total CLAIMED Points (20 Maximum) | | | | n/a |

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

I acknowledge that:

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.7 MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

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

| Circle Applicable | |
|-------------------|----|
| YES | NO |

- 4.1.1 If YES, provide particulars.

.....

.....

- 4.2 Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?

The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.

| | |
|-----|----|
| YES | NO |
|-----|----|

- 4.2.1 If YES, provide particulars.

.....

.....

- 4.3 Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?

| | |
|-----|----|
| YES | NO |
|-----|----|

- 4.3.1 If YES, provide particulars.

.....

.....

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

YES

NO

4.4.1 If YES, provide particulars.

.....

.....

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

YES

NO

4.5.1 If YES, provide particulars.

.....

.....

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

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

NAME (Block Capitals):

Date

.....

SIGNATURE:

.....

.....

T2.2.8 **MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

NOTES

- ¹ Includes price quotations, advertised competitive bids, limited bids and proposals.
- ² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.
- ³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:

(Name of Bidder)

that:

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.9 JOINT VENTURES AGREEMENTS

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

T2.2.10 RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

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

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.11 DECLARATION OF MUNICIPAL FEES

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

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

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

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

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

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

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

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.12 CSD REGISTRATION REPORT


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

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

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

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

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.13 EXPERIENCE OF TENDERER

Refer to T1.2.3.5: "Functionality Specification" for Functionality Points evaluation prompts.

GENERAL

1. The experience of the tendering entity or joint venture partners in the case of an unincorporated joint venture or consortium, as opposed to the key staff members / experts, in projects of similar type and scale over the last ten years will be evaluated. Tenderers must provide details of their knowledge of the local area and previous experience with key local stakeholders.
2. For the purpose of tender evaluation, projects of similar type and size/ scale:
 - a) Tower Refurbishment:
 - Towers are self-supporting steel lattice double circuit type. Line route length varies from 2 000 m upwards. Servitude width is typically 45 m for 275 kV line and 35 m for 132 kV line. Tower mass ranges typically from 3 tons upwards, (steel member surface area is typically 35 m² per ton).
 - Towers exposed to marine and industrial pollution over 25 years since the previous maintenance.
 - Refurbishment of towers done with one circuit Alive. Scope of work includes steel replacement, foundation repairs and rebuild, earthing improvement, cleaning using hand, mechanical and grit-blasting methods, painting, jumper connection refurbishment, earth wire bonding, replacement of accessories. Some towers not previously painted and some previously painted.
 - Quality control and sign-off documents at every stage of the refurbishment process, i.e. cleaning, stripe coat, prime-coat, intermediate-coat, final coat. Concrete mixing for foundation repairs, etc.
 - b) Line Construction (upgrade/ reconductor/ rebuild/ deviation of an existing line or construction of a new line):
 - Towers are self-supporting steel lattice double circuit type. Line route length varies from 2 000 m upwards. Servitude width is typically 45 m for 275 kV line and 35 m for 132 kV line. Tower mass ranges typically from 3 tons upwards, (steel member surface area is typically 35 m² per ton).
 - Towers exposed to marine and industrial pollution.
 - For upgrade/ rebuild/ deviation, one circuit is live at all times. New towers are built close to existing towers so that conductors remain within the servitudes even under high wind conditions.
 - Quality control and sign-off documents at every major stage of the construction process.
- 3) Only experience claimed for work where the Tenderer was the Principal Consultant will be considered.
- 4) Where experience is claimed from joint venture work or where the tenderer's role was a Sub-Consultant, this may be considered subject to the Tenderer having physically carried out the work and can prove that he/she managed quality control and finances (a letter from the Principal Consultant will suffice).
- 5) Ambiguous, vague or unclear statements made in the Tenderer's schedule of experience will not be considered.
- 6) Any work not completed by the tendering entity (i.e. by a third party) must be clearly indicated.
- 7) Tenderers should sufficiently describe their experience and attach this to this schedule. Tenderers to provide details of project scope of work on a separate sheet attached to this schedule. All relevant information must be set out in a logical and concise manner and failure to do so may prejudice the assessment of the Tenderer's experience. Proof of participation/ case studies and contact details of clients of the relevant projects must also be provided. Each project shall be detailed consisting of a maximum of three pages and shall include:
 - a) title of the project with brief description;
 - b) the client's contact details;
 - c) the name of the main contractor and sub-contractor (if any);
 - d) project value.
 - e) full technical details of the project;
 - f) commencement date and duration of the project;
 - g) duties of Consulting Firm (line condition assessments, design, compile technical specifications and tender documents, project management, monitoring and inspection of the works);
 - h) titles of documentation, specifications and reports prepared by the Consulting Firm;

- i) challenges and constraints and how these were overcome;
 - j) completion certificate of contractor's works signed by Consulting Firm;
- 8) It is a strict requirement that the tenderer submit proof of completion of the projects, by attaching copies of the appointment letters and the Certificate of Completion of Works. Certificates may also be those signed off by the tenderer, in the role of Consultant/ Agent for the Client, for refurbishment/ construction work done by Contractor/s. Failure to comply with this requirement will lead to the conclusion that the tenderer was not involved in the project and no points will be awarded for experience claimed for the specific project/s.
- 9) The onus is on the tenderer to ensure that the contact details provided for the referees are correct as failure to do so may prejudice the assessment of the tenderer's experience.
- 10) Separate sheets must be completed for each project.

QUALITY ASSURANCE MINIMUM REQUIREMENTS

- 1) The Tenderer must have successfully completed at least four 275 kV and/or 132 kV overhead power line refurbishment projects within the past ten (10) years, where each project involved the condition assessment of the line and towers, review and update of technical specifications for the refurbishment of towers (cleaning, painting, replacement of steel members and fasteners, replacement of tower accessories, foundation repairs and rebuild), compilation of the tender documents and involvement in the tendering process such as evaluation of tenders, management of the refurbishment contracts, monitoring and inspection of the refurbishments works, and signing of completion certificates.
- 2) The Tenderer must have successfully completed at least four 275 kV and/or 132 kV overhead power line construction projects within the past ten (10) years, where each involved the condition assessment of the existing lines or assessment of line route for new lines, review and update of technical specifications for the construction projects, compilation of the tender documents and involvement in the tendering process such as evaluation of tenders, management of the OHTL contracts, monitoring and inspection of the construction works. The construction projects may be upgrade/ reconductor/ rebuild/ deviation of an existing line or construction of a new line. Each project must contain at least the construction of tower/s, installation of insulator assemblies and stringing of conductors.
- 3) The Tenderer, or in the case of a JV at least one of the partners of the JV, must be registered as member of an accredited professional body for Consulting Engineers, such as Consulting Engineers of South Africa or equivalent. A copy of membership confirmation must be submitted with the Bid.

Tenderers should very briefly describe their experience in this regard and attach it to this schedule. Proof of participation/case studies and contact details of clients of the relevant projects must also be provided.

The description should be put in tabular form with the following headings:

Project Reference List- 275 kV and/or 132 kV overhead power line refurbishment projects

| Employer, contact person and telephone number | Description of event | Detail of work undertaken, nature of work & value | Date undertaken |
|--|-----------------------------|--|------------------------|
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| | | | |

Project Reference List- 275 kV and/or 132 kV overhead power line construction projects

| Employer, contact person and telephone number, where available | Description of event | Detail of work undertaken, nature of work & value | Date undertaken |
|--|----------------------|---|-----------------|
| | | | |
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The scoring of the tenderer's experience will be as follows:

| Level | Points | Criterion: Tenderer's Experience |
|-------|--------|---|
| 0 | 0 | No Submission or Submission of no substance / irrelevant information provided |
| 1 | 40 | To have successfully completed 1 to 3 <u>projects</u> of a similar nature within the past 10 years. |
| 2 | 70 | To have successfully completed 4 to 6 <u>projects</u> of a similar nature within the past 10 years. |
| 3 | 90 | To have successfully completed 7 to 9 <u>projects</u> of a similar nature within the past 10 years. |
| 4 | 100 | To have successfully completed 10+ <u>projects</u> of a similar nature within the past 10 years. |

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.14 EXPERIENCE OF KEY PERSONNEL

Refer to T1.2.3.5: "Functionality Specification" for Functionality Points evaluation prompts (if applicable).

1. General Requirements:

- 1.1 Tenderer shall provide personnel in relation to the scope of work for this project covering all items required to complete the technical evaluation.
- 1.2 The assign personnel shall include a minimum of two Engineers and two Site Representative. For the purpose of evaluation and scoring, two Engineers and two Site Representative will be used. For a score to be awarded both Engineers and Site Representative shall meet the necessary requirements.
- 1.3 Tenderer shall submit relevant CVs of the Engineers and Site Representative to be used on this contract. CVs shall include relevant qualification, registration and training certificates and experience on overhead power line projects. The CVs shall not exceed 2 pages each.
- 1.4 Each project detailing the experience of the respective key personnel shall be a maximum of four pages attached to this schedule and shall include:
 - a) full technical details of the project;
 - b) commencement date, duration of the project and project value;
 - c) the client's contact details;
 - d) roles and responsibilities of the Engineer;
 - e) roles and responsibilities of the Site Representative. Proof of experience and certificate for working at heights shall be submitted since the Site Representative is required to climb towers for close-up inspections; and
 - f) titles of documentation, specifications and reports prepared by the Engineer and/ or Site Representatives. Bidders should include at least one such report.
- 1.5 The number of additional Engineers and Site Representatives (beyond the minimum) to be designated to this contract shall be agreed by both TE and the successful Consultant.

2. Quality Assurance Minimum Requirements

For quality assurance, each Key Personnel must satisfy the compulsory requirements listed in the table below:

| Key Personnel Category | Compulsory/ Minimum Requirements |
|-------------------------------|---|
| Senior Project Engineer | Accredited B.Sc. Eng. or B.Eng. in Electrical and registration with ECSA as Pr. Engineer and up to five (5) years of "specified experience" as defined in the Criterion Table for Key Personnel-Engineers. |
| Project Engineer | Accredited B.Sc. Eng. or B.Eng. in Electrical/ Mechanical/ Civil and registration with ECSA as Pr. Engineer and up to three (3) years of "specified experience", as defined in the Criterion Table for Key Personnel-Engineers. |
| Site Representative | Accredited National Diploma in Electrical/ Mechanical/ Civil Engineering and up to four (4) years of specified experience, as defined in the Criterion Table for Key Personnel. Or N2 or NCV Level 4 in Electrical/ Mechanical/ Civil Engineering, trade tested, and up to five (5) years of specified experience, as defined in the Criterion Table for Key Personnel. |

3. Personnel Schedule

The evaluation of Experience of Key Personnel shall be based on the key personnel listed in the table below:

| Category | Full Name and Surname |
|-----------------------------|-----------------------|
| (1) Senior Project Engineer | |
| (2) Project Engineer | |
| (3) Site Representative 1 | |
| (4) Site Representative 2 | |

Note:

Failure to fill the details completely and sign this returnable schedule may prejudice the assessment of the Tenderer's experience.

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 his/her personal knowledge and are to the best of his/her belief both true and correct.

DETAILS OF SENIOR PROJECT ENGINEER

The relevant person listed under key personnel above shall complete all the required information below and sign the declaration at the end of this form.

| | |
|--|--|
| Full Name and Surname | |
| ID/ Passport No. | |
| Name of Tertiary Institute Attended | |
| Relevant Qualification Obtained (and year) | |
| Name of Professional Institution Registered with | |
| Professional Registration No. | |

CV of the Senior Project Engineer of **not more than 2 pages each** should be attached to this schedule: Each CV should be structured under the following headings:

| Personal particulars | Qualifications | Skills | Name of current employer and position in enterprise | Outline of recent assignments / experience that has a bearing on the scope of work |
|---|----------------|--------|---|--|
| | | | | |
| | | | | |
| | | | | |
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| | | | | |
| | | | | |
| | | | | |
| Total number of years of relevant experience | | | | |

Declaration by Key Personnel I, the undersigned, declare that all the information provided above and contained in my CV is a true reflection of myself, my qualifications and my experience.

NAME : (Block Capitals)

SIGNATURE : DATE:

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise, confirms that the contents attached hereto relative to the above are within his/her personal knowledge and are to the best of his/her belief both true and correct.

NAME :(Block Capitals) POSITION:

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

Enterprise Name :

DETAILS OF PROJECT ENGINEER

The relevant person listed under key personnel above shall complete all the required information below and sign the declaration at the end of this form.

| | |
|--|--|
| Full Name and Surname | |
| ID/ Passport No. | |
| Name of Tertiary Institute Attended | |
| Relevant Qualification Obtained (and year) | |
| Name of Professional Institution Registered with | |
| Professional Registration No. | |

CV of the Project Engineer of **not more than 2 pages each** should be attached to this schedule: Each CV should be structured under the following headings:

| Personal particulars | Qualifications | Skills | Name of current employer and position in enterprise | Outline of recent assignments / experience that has a bearing on the scope of work |
|---|----------------|--------|---|--|
| | | | | |
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| | | | | |
| Total number of years of relevant experience | | | | |

Declaration by Key Personnel I, the undersigned, declare that all the information provided above and contained in my CV is a true reflection of myself, my qualifications and my experience.

NAME : (Block Capitals)

SIGNATURE : DATE:

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise, confirms that the contents attached hereto relative to the above are within his/her personal knowledge and are to the best of his/her belief both true and correct.

NAME :(Block Capitals) POSITION:

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

Enterprise Name :

DETAILS OF SITE REPRESENTATIVE 1

The relevant person listed under key personnel above shall complete all the required information below and sign the declaration at the end of this form.

| | |
|--|--|
| Full Name and Surname | |
| ID/ Passport No. | |
| Name of Tertiary Institute Attended | |
| Relevant Qualification Obtained (and year) | |

CV of the Site Representative of **not more than 2 pages each** must be attached to this schedule: Each CV should be structured under the following headings:

| Personal particulars | Qualifications | Skills | Name of current employer and position in enterprise | Outline of recent assignments / experience that has a bearing on the scope of work |
|---|----------------|--------|---|--|
| | | | | |
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| | | | | |
| Total number of years of relevant experience | | | | |

Declaration by Key Personnel I, the undersigned, declare that all the information provided above and contained in my CV is a true reflection of myself, my qualifications and my experience.

NAME : (Block Capitals)

SIGNATURE : DATE:

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise, confirms that the contents attached hereto relative to the above are within his/her personal knowledge and are to the best of his/her belief both true and correct.

NAME :(Block Capitals) POSITION:

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

Enterprise Name :

DETAILS OF SITE REPRESENTATIVE 2

The relevant person listed under key personnel above shall complete all the required information below and sign the declaration at the end of this form.

| | |
|--|--|
| Full Name and Surname | |
| ID/ Passport No. | |
| Name of College Attended | |
| Relevant Qualification Obtained (and year) | |

CV of the Site Representative of **not more than 2 pages each** should be attached to this schedule: Each CV should be structured under the following headings:

| Personal particulars | Qualifications | Skills | Name of current employer and position in enterprise | Outline of recent assignments / experience that has a bearing on the scope of work |
|---|----------------|--------|---|--|
| | | | | |
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| | | | | |
| | | | | |
| Total number of years of relevant experience | | | | |

Declaration by Key Personnel I, the undersigned, declare that all the information provided above and contained in my CV is a true reflection of myself, my qualifications and my experience.

NAME : (Block Capitals)

SIGNATURE : DATE:

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise, confirms that the contents attached hereto relative to the above are within his/her personal knowledge and are to the best of his/her belief both true and correct.

NAME :(Block Capitals) POSITION:

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

Enterprise Name :

The scoring of the experience of key staff will be as follows:

| Experience of Key Resources in executing work of similar nature | | | | | | | | |
|---|--|-------------------------------------|--|-------------------|-------------------|-------------------|--------------------|--------------|
| Job Title | Minimum Qualification Required | Professional Registration Required | Number of Years' Relevant Experience on projects of a similar nature | | | | | Total Points |
| | | | Level 0 0 pts | Level 1 40 pts | Level 2 70 pts | Level 3 90 pts | Level 4 100 pts | |
| Senior Project Engineer | BSc Eng or BEng in Electrical | Pr. Eng | No Submission | ≤ 5 | > 5 ≤ 7 | > 7 ≤ 10 | > 10 | 20 |
| Project Engineer | BSc Eng or BEng in Electrical/Mechanical/Civil | Pr. Eng | No Submission | ≤ 3 | > 3 ≤ 6 | > 6 ≤ 8 | > 8 | 14 |
| Site Representative | NDip in Electrical/Mechanical/Civil | Candidate and Eligible for Pr. Tech | No Submission | ≤ 3 | > 3 ≤ 5 | > 5 ≤ 7 | > 7 | 10 |
| | Or N2 or NCV in Electrical/Mechanical/Civil | Trade Test | No Submission | ≤ 4 | > 4 ≤ 6 | > 6 ≤ 8 | > 8 | 10 |

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.15 APPROACH PAPER / METHODOLOGY / PROGRAMME

The approach and methodology must respond to the scope of work and adequately cover all activities in chronological order. The tenderer's submission shall include, but not be limited to, the following:

- 1) Scope of Work.
- 2) Process Diagram.
- 3) Resource Allocations and Management.
- 4) Site inspections.
- 5) Line Designs and compilation of technical specifications.
- 6) Safety, Health, Environmental Considerations.
- 7) Risk management, including Operational Considerations.
- 8) Regulatory compliance requirements associated with the relevant activities.
- 9) Tender Documentation and Evaluation of Bids.
- 10) Communication and stakeholder engagement.
- 11) Contractor Appointment and Management.
- 12) Monitoring of Work and Quality Control.
- 13) Close-out.

| Item | Description | Required | Submitted with Bid |
|------|---|----------|--------------------|
| 1 | Approach and methodology for 275 kV and/or 132 kV double circuit self-supporting steel lattice tower refurbishment with one circuit kept energised during refurbishment works to maintain supply. <u>Example of typical line to compile approach and methodology:</u> Line has at least 10 towers. Tower mass ranges typically from 3 tons upwards, (steel member surface area is typically 35 m ² per ton). Towers exposed to marine and industrial pollution over 25 years. Towers require steel replacement, foundation repairs and rebuild, earthing improvement, cleaning using hand, mechanical and grit-blasting methods, painting, jumper connection refurbishment, dead-end eye refurbishment, earthwire bonding, replacement of accessories. Some towers not previously painted and some previously painted. | Yes | |
| 2 | Approach and methodology for 275 kV and/or 132 kV double circuit self-supporting steel lattice line rebuild/ new line construction <u>Example of typical lines for approach and methodology:</u> Parameters for 275 kV line: Servitude= 45 m wide. Standard span length 360 m and maximum single span can be 600 m. Phase conductor is twin AAAC Yew, spacing 380 mm. Earth wire is Elm equivalent OPGW. Line route length is at least 5 km. Circuit spacing is 10 to 12 m. Parameters for 132 kV line: Servitude= 30 to 35 m wide. Standard span length 360 m and maximum single span can be 600 m. Phase conductor is twin AAAC Elm. Earth wire is Oak equivalent OPGW. Line route length is at least 3 km. Circuit spacing is 6 to 9 m. | Yes | |
| 2.1 | Line rebuild requiring some towers to be replaced and replace single with twin phase conductors. One circuit kept energised during construction works to maintain supply. | Yes | |
| 2.2 | New line construction | Yes | |

Approach and methodology must be attached to the tender document

NAME :(Block Capitals) POSITION:

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

Enterprise Name :

Refer to T1.2.3.5: "Functionality Specification" for Functionality Points evaluation prompts (if applicable).

Tenderers must explain their understanding of the objectives of the assignment and the Employer's stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The approach paper should explain the methodologies to be adopted, and should also include a project plan and programme which outlines processes, procedures and associated resources, indicates how risks will be managed and identifies what contribution can be made regarding value management.

Tenderers must attach their approach papers to this page. The approach paper should not be longer than 6 pages.

The scoring of the approach paper will be as follows:

| Criterion : Approach / Methodology | | |
|------------------------------------|---------|---|
| Level 0 | 0 pts | No response/ no documents submitted |
| Level 1 | 40 pts | The technical approach and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project. The programme is poor and has missed critical aspects |
| Level 2 | 70 pts | The approach is tailored to address the specific project objectives and methodology. The approach does adequately deal with the critical characteristics of the project. The project plan and manner in which risk is to be managed etc is tailored to the key aspects of the programme. The programme is adequate. |
| Level 3 | 90 pts | The approach is tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The project plan and approach to managing risk etc is tailored to the critical characteristics of the project. The programme is good and has allowed for all critical aspects |
| Level 4 | 100 pts | Besides meeting the "good" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the- art approaches. The programme is well thought out and makes allowance for all the key risk areas. The approach paper details ways to improve the project outcomes and the quality of the outputs |

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

NAME (Block Capitals):

Date

SIGNATURE:

PART C1 : AGREEMENTS AND CONTRACT DATA

C1.1 : FORM OF OFFER AND ACCEPTANCE

C1.1.1 : OFFER

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

Contract No: **31566-5E**

Contract Title: **Professional services for the refurbishment and construction of various 275 kV and 132 kV overhead power lines and related substation assets**

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

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

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

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

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

For the Tenderer:

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

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

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

Capacity (of Signatory) :

Address :
:

Witness:

Signature :

Name(in capitals) : :

Date :

Notes:

*** Indicates what information is mandatory.**

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

C1.1 : FORM OF OFFER AND ACCEPTANCE

C1.1.2 : FORM OF ACCEPTANCE

This Form will be completed by the Employer

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

The terms of the contract are contained in:

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

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

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

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

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

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

Name (*of signatory in capitals*) :

Capacity (*of Signatory*) :

Name of Employer (*organisation*) :

Address :

:

Witness:

Signature : **Date** :

Name(*in capitals*) : :

C1.1 : FORM OF OFFER AND ACCEPTANCE

C1.1.3 : SCHEDULE OF DEVIATIONS

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

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

FOR THE TENDERER

FOR THE EMPLOYER

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

C1.2 : CONTRACT DATA

C1.2.1 CONDITIONS OF CONTRACT

C1.2.1.1 GENERAL CONDITIONS OF CONTRACT

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

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

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

C1.2.2 CONTRACT DATA

C1.2.2.1 DATA TO BE PROVIDED BY THE EMPLOYER

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

3.4 & The authorised and designated representative of the Employer is: **Thokozani Kunene**

4.3.2 The contact details of the authorised and designated representative are:

- Telephone : **031 322 1060**
- Fax : **031 311 1111**
- e-mail : **Tholozani.kunene@durban.gov.za**

The address for the Receipt of communications is: **Electricity Unit, 1 Jeft Taylor Crescent, Durban, 4001**

1 The Project is : **31566-5E**
: **Professional services for the refurbishment and construction of various 275 kV and 132 kV overhead power lines and related substation assets**

1 Period of Performance: 36 Months

1 Start Date : **14 days from date of letter of award.**

3.4.1 Communications by e-mail **is** permitted.

3.5 The location for the performance of the Project is : **eThekweni Municipality (Electricity) are of supply**

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

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

3.12 The penalty per Day payable is : **R 1000.00** subject to a maximum amount of **R 1 000 000.00**.

3.15.1 The programme shall be submitted within **30 Days** of the award of the Contract.

3.15.2 The Service Provider shall update the programme at intervals not exceeding **6 weeks**.

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

3.16.2 The indices are those contained in **Table A of P0141 Consumer Price Index** for "CPI for services" Published by Statistics South Africa.

- 4.3.1(d) The Service Provider is not required to assist in the obtaining of approvals, licenses and permits from the state, regional and municipal authorities having jurisdiction over the Project.
- 5.4.1 The Service Provider is required to provide Professional indemnity in an amount of : **R 5 000 000.00**.
- 5.4.1 The Service Provider is required to provide Professional indemnity in an amount as set out in the Professional Indemnity Schedule.
1. Insurance against : **Damages caused by Service Provider's Negligence and Mistakes**
 Cover is : **R 5 000 000.00**
 Period of cover : **Period of performance**
- 5.5 The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:
1. Sub-contracting any portion of the works;
 2. Appointment of sub-consultants, such as but not limited to Specialists.
 3. Appointment of Engineers and Site Representative Technicians not listed by name in the Personnel Schedule.
 4. Any other action that may be specified in the Contract Data.
- 7.2 The Service Provider is required to provide personnel in accordance with the provisions of clause 7.2 and to complete the Personnel Schedule.
- 8.1 The Service Provider is to commence the performance of the Services within **14 Days** of date that the Contract becomes effective.
- 8.2.1 The Contract is concluded when : **the period of performance has been reached**.
- 8.4.3(c) The period of suspension under clause 8.5 is not to exceed **3 months**.
- 9.1 Copyright of documents prepared for the Project shall be vested with the **Employer**.
- 11.1 A Service Provider may subcontract any work which he has the skill and competency to perform.
- 12.1 Interim settlement of disputes is to be by **Mediation**.
- 12.2/3 Final settlement is by **Arbitration**.
- 12.2.1 In the event that the parties fail to agree on a mediator, the mediator is nominated by : **South African Association of Mediators**.
- 12.4.1 In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by: **Association of Arbitrators Southern Africa**.
- .
- 13.1.3 All parties in a joint venture or consortium shall carry a minimum professional indemnity insurance of **R 2 500 000.00**.

- 13.4 Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within **2 months** from the date of termination or completion of the Contract.
- 13.5.1 The provisions of 13.5 do not apply to the Contract.
- 13.6 The provisions of 13.6 do not apply to the Contract.
- 15 The interest rate will be prime interest rate of the Employers bank at the time that the amount is due.

C1.2.3 ADDITIONAL CONDITIONS OF CONTRACT

The additional conditions of contract are:

C1.2.3.1 PERFORMANCE MONITORING OF SERVICE PROVIDERS

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

C1.2.3.2 RETENTION

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

C1.2.3.3 EMPOWERMENT INITIATIVE

It is a condition of contract that the Professional Service Provider must allow for a minimum of 30% of the contract value (excluding PC Sum and Fixed Cost allowances) to be subcontracted to persons who are >51% Black owned. Proof of payment to the subcontractors will be required to verify that the minimum has been achieved.

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

C1.2.3.4 ETHEKWINI ELECTRICITY SAFETY RULES AND OPERATING REGULATIONS

The Service Provider's assigned Engineers, Site Representative and other technical resources shall successfully complete the Employer's Safety Rules and Operating Regulations training course. The cost for this training shall be for the Service Provider's account.

C1.2.2.2 DATA TO BE PROVIDED BY THE SERVICE PROVIDER

| Ref / Clause Number | Data |
|---------------------------|--|
| 1 | <p>The Service Provider is:</p> <p>.....</p> <p>Address :</p> <p>.....</p> <p>.....</p> <p>Telephone : Fax :</p> |
| 5.3 | <p>The authorised and designated representative of the Service Provider is:</p> <p>Name :</p> <p>The address for receipt of communications is:</p> <p>Address :</p> <p>.....</p> <p>.....</p> <p>Telephone : Fax :</p> <p>E-Mail :</p> |
| 1 | <p>The Period of Performance is :</p> |
| 5.5 & 7.1.2 | <p>The Key Persons and their jobs / functions in relation to the services are:</p> <p>Name :</p> <p>Specific Duties :</p> <p>Name :</p> <p>Specific Duties :</p> |

PART C2 : PRICING DATA
C2.1 : PRICING INSTRUCTIONS

- C 2.1.1 The Service Provider is required to provide all the services necessary to undertake the project requirements in accordance with the Scope of Work. This includes all things necessary and incidental to providing the Services, including appointment and payment of subcontractors.
- C 2.1.2 The sole basis for the remuneration of the Service Provider to be appointed to proceed with the project shall be:
- C 2.1.2.1 Professional fees in accordance with tender prices in the Pricing Schedule and escalation as shall be indicated in the tender, and reimbursed on a time-spent basis for time-based items for the professional services provided. Tenderers shall provide rates in the Price Schedule and enter the total on the Form of Offer.
- C 2.1.2.2 Disbursements in accordance with the terms of contracts.
- C 2.1.3 For the duration of the project, the Employer shall be responsible for disbursements incurred by the successful Consulting Firm. The reimbursable expense rates shall apply as follows:
- C 2.1.3.1 Travel cost shall be as per the Department of Public Works (DPW) "Travelling Costs" schedule, which is derived from the Department of Transport published tariffs. Alternatively, if the DPW schedule is not available, then the travel cost for all vehicles may be claimed using the Department of Transport published "Tariffs for use of Motor Transport", Category A Table.
- C 2.1.3.2 Sub-contracted and sub-consultant (specialist) services for which there are no rates in the price schedule, such as but not limited to survey services, environmental services, safety agent and other, the rates shall be at cost plus 10%.
- C.2.1.4 It should be noted that the successful Consulting Firm shall have offices in Durban where all the personnel allocated to this project should reside.
Hence no disbursements will be paid to the successful Consulting Firm for travel, subsistence and accommodation of any of the allocated personnel to travel to Durban (and for travel between their offices where there are more than one office) for their normal duties of this contract, except for any specialist resources, who do not have to live in Durban due to the nature of his/her work. However, should any of the personnel be required to conduct work for the Employer outside the eThekweni Municipality area, such travel claim will be reimbursed by the Employer. This work will require pre-approval by the Employer's representative.
- C.2.1.5 This clause shall take precedence over all other clauses with respect to price adjustments. The quoted rates in the Pricing Schedule shall be fixed and firm for the first 12 months, commencing 1 March 2026. Thereafter, the rates shall increase based on the average South African Consumer Price Index (CPI) for the preceding period, plus 2%. The adjusted rates shall then be fixed and firm for the 12-month contractual period. A similar rate adjustment shall be done for the next 12-month contractual period and the consecutive 12-month contractual periods until the contract expires.

C2.2 : PRICING SCHEDULE

| 1 | 2 | 3 | 4 | 5 | 6 |
|--|--|-------------------|----------------|--------------------------------------|-----------------|
| Item | Description for Personnel | Unit of Measure | Estimate Hours | Unit Price (R/Hour) Excl. VAT (R) | Total Price (R) |
| 1.0 | Time-based rates | | | | |
| 1.1 | Senior Project Engineer(s) | hours | 4 500 | | |
| 1.2 | Project Engineer(s) | hours | 4 500 | | |
| 1.3 | Engineering Technologist(s) | hours | 3 500 | | |
| 1.4 | Site Re presentative Technician(s) | hours | 14000 | | |
| 1.5 | Draughts person | hours | 1 500 | | |
| 1.6 | Admin Staff | hours | 2 400 | | |
| 1.7 | Junior Engineer(s) | hours | 6 000 | | |
| 1.8 | Junior Site Representative Technician(s) | hours | 6 000 | | |
| | | | | | |
| 2.0 | Allowance for travelling, printing, additional services and other disbursements | Sum | 1 | 1,000,000.00 | 1,000,000.00 |
| | | | | | |
| 3.0 | Activity-based rates | | | | |
| 3.1 | Assessment of power line structures (single or double circuit) as per Clause C3.3.1.3 | hours (per tower) | 200 | | |
| 3.2 | Assessment of substation outdoor bay support structures as per Clause C3.3.1.3 | hours (per bay) | 100 | | |
| | | | | | |
| 4.0 | Provisional Sum for Specialist Work (such as survey, geotechnical analysis, environmental management and environmental monitoring and other similar specialists work activities) | Prov. Sum | 1 | 2,000,000.00 | 2,000,000.00 |
| TOTAL EXCLUDING VAT | | | | | |
| VAT | | | | | |
| TOTAL INCLUDING VAT (this value to be transferred to the Form of Offer) | | | | | |

NAME :

(Block Capitals)

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

DATE:

PART C3: SCOPE OF WORK

C3.1 BACKGROUND

- 3.1.1 The aim of this enquiry is to appoint Professional Consulting Firm(s) who shall provide professional services required for the engineering, design, project management, monitoring and inspections of eThekweni Electricity's (TE) projects related to the supply, delivery and erection of materials for the refurbishment and construction of various 275 kV and 132 kV overhead transmission lines (OHTL) and substations related assets within the TE area of supply.
- 3.1.2 The Consulting Firm will be required to provide professional services for the existing refurbishment and construction contracts 27636-5E and E.9406D respectively, and those that have to still be established, and thereafter ensure proper close-out of these contracts.
- 3.1.3 The Consulting Firm will be required to provide professional services for the projects for the supply, delivery and erection of materials for the refurbishment and construction of the OHTL.

C3.2 EMPLOYER'S OBJECTIVES

- 3.2.1 The object of this project is to undertake and complete the engineering, project management, supervision and control of the construction and refurbishment of various OHTL and related assets in substations. This programme of work is part of TE's ongoing network development and maintenance programme which are mostly undertaken by external contractors.
- 3.2.1 As part of engineering professional services, the Consulting Firm is required to conduct feasibility studies, designs, condition assessment (including remaining useful life), failure investigations, and technical advice on OHTL and substation related assets.

C3.3 SCOPE OF WORK

3.3.1 Design, Specification, Engineering and Contract Management

- 1) Complete design and engineering of the required work on the OHTL, gantries and high voltage substation busbars and structures.
- 2) Assist in identifying the extent of construction or refurbishment work needed on each section of the designated OHTL, gantries, high voltage substation structures and the requirement for uprating these sections.
- 3) Conduct a detailed condition assessment of the OHTL, gantries, substation structures including foundations and provide a detailed report and recommendation including scope of work, bill of materials and cost estimates to TE.

Note: The above should be conducted by the approved Engineer and/or Site Representative through a close-up climbing inspection. An outage for each section of the network will be provided, one circuit at a time in the case of double circuit structures

- 4) Acquire all necessary details (including drawings) of services in the affected areas.
- 5) Determine a detailed environmental assessment of the access routes, stringing routes and any other areas in which work for the construction or refurbishment will take place.
- 6) Undertake environmental impact studies (assisted by Environmentalist), if required and approved by TE.
- 7) Prepare a detailed EMP (assisted by Environmentalist), for the scope of work to be undertaken.
- 8) Determine the ground conditions (assisted by Specialist Geotechnical Engineers) to quantify the type and extent of tower/structure foundation works for specification and enquiry documents.
- 9) Obtain the necessary approvals from all other statutory bodies if necessary.
- 10) Review and revise the technical specifications as may be necessary. Prepare specifications and tender enquiry documents in quantities suitable for supplying potential contractors with one tender enquiry document and one set of drawings. There may be multiple tender enquiries and hence contracts and contractors under the contracts stated in Section C3.1.

- 11) Technical, contractual and targeted procurement evaluation of tenderers in accordance with the specification and eThekweni Municipality's rules and regulations and subsequent preparation of bid evaluation report.
- 12) The Consulting Firms shall be capable of managing multiple contractors under the contracts stated in Section C3.1.
- 13) Ensure all necessary information is submitted by the contractors following their appointment e.g. surety bonds, health and safety file, organogram, etc.
- 14) On appointment and with the assistance of the contractor/s, prepare a programme of the various construction and refurbishment work. This programme of work shall be maintained for the duration of the contract.
- 15) Project management including the financial and environmental management which shall entail processing and certifying of invoices for approval by TE, recording of quantities invoiced and left to be invoiced on re-measurable items.
- 16) Recording and controlling of quantities utilized on the project and where the original estimated quantities are exhausted, submit recommendation for variation orders to TE.
- 17) Inspection, testing and reporting on material (including factory inspections, witness testing) supplied/to be supplied by successful contractors on each relevant Contract/Enquiry.
- 18) Provide professional advice to the various parties.
- 19) Prior to erection, liaise with TE for inspection of equipment and material.
- 20) Obtain quotations from the contractor(s) for work not specified in the relevant Contract/Enquiry. Quotations shall be accepted/ approved prior to Contractor(s) proceeding with the work.
- 21) Prepare progress reports to TE and successful contractors. The submission duration shall be determined post appointment.
- 22) Co-ordinate and chair monthly progress (site) meetings with all parties involved with this project.
- 23) Assist TE with the preparation of health and safety specifications.
- 24) Review and approve the health and safety plans of contractors.
- 25) Conduct feasibility studies and provide expert advice on proposed new and/or uprating/upgrading high voltage lines and existing lines reconfigurations.
- 26) Conduct preliminary and detailed design for proposed new and/or upgrade to high voltage lines.
- 27) Conduct detailed root-cause failure analysis on existing high voltage equipment and provide expert advice. This should be done by either the Consulting Firm's resources and/or by an independent Specialist.
- 28) Procure and manage relevant specialist services such as but not limited to Health and Safety, environmental services, surveys, geotechnical, etc. as sub-consultants/ subcontractors.
- 29) Conduct quarterly performance assessment of the appointed contractors.
- 30) Train and transfer the necessary OHTL skills to TE Engineers and other technical staff, as may be requested.

3.3.2 Site Representation and Inspections

The Site Representative shall clerk all works including monitoring and checking the Contractors' works as required by the General Contractual Specification. The scope of work includes the following:

- 1) Assess the condition of towers, gantries and substation structures including busbars, hardware components and fittings, structure foundations, nuts, bolts, steel members and anti-climbing devices and provide detailed reports to TE.
- 2) Inspect and report on equipment and material on site in accordance with specifications detailed in the contract document.
- 3) Control, verify and record material (including scrap material) used or removed on the project. The Site Representative shall ensure that all scrap material is returned to TE.

- 4) Monitor and inspect the replacement of nuts, bolts, steel members, anti-climbing devices, etc.
- 5) Monitor and inspect the preparation and construction of foundation for steel lattice towers including the erection of the towers.
- 6) Monitor and inspect the preparation of towers for painting and thereafter the painting of towers.
- 7) Monitor and inspect the stringing/ re-conducting of phase and earth conductors and installation/ replacing of conductor strain and suspension insulators and their ancillary fittings.
- 8) Monitor and inspect the installation of OPGW (including jointing) and the installation of Fibre Optic Cables (FOC) and its ancillary fittings and equipment.
- 9) Monitor and inspect the installation and repairs of substation gantries, busbars and foundations.
- 10) Audit and verify materials quantities and work claimed by contractors while work is in progress including signing of Quality Inspection and Test Plans (QITP) documents. This is essential for invoicing.
- 11) Liaise with various authorities regarding OHTL crossings.
- 12) Liaise between contractors and TE on matters of switching, testing and earthing of the OHTL and substation assets.
- 13) Liaise and facilitate the necessary interaction between various affected individuals, TE, contractor(s) and other professional organizations e.g. Land Surveyors, Environmentalist, Soil Specialist, etc. It is compulsory for the Site Representative to be present at all meetings regarding the contract or as requested by TE or the Engineer.
- 14) Arrange for temporary bypass and interim connections to maintain a safe working environment and electrical supply.
- 15) Arrange for all necessary permits/permission if and when required.
- 16) Maintain a safe working environment under normal and abnormal situations.
- 17) Climb OHTL towers, gantries and substation structures to undertake the necessary work listed above.
- 18) Undertake all necessary tests or ensure that the contractor undertakes all necessary tests on towers, gantries, substation structures, OHTL, OPGW and FOC.
- 19) Provide advice to contractors if required. Provide assistance to Engineers as may be required.
- 20) Manage the site instruction book.
- 21) Provide feedback on the progress of the project to the Engineers.
- 22) Assist with cost estimations and site instructions for additional/ adhoc work.

C3.4 RESOURCE EXPERTISE REQUIRED TO PERFORM THIS WORK

3.4.1 Senior Engineer, Engineers – Design, Specification, Engineering and Contract management

- 1) The Senior Engineer shall have a Bachelor of Science or Bachelor of Engineering in Electrical Engineering and be registered with the Engineering Council of South Africa (ECSA) as a Professional Engineer. Copies of the relevant certificates must be included in the CV of the Engineer. It is the requirement of this contract that the Senior Engineer offered and to be allocated in this project must have completed at least five projects of a similar nature, and have a minimum of up to six years of relevant/ specified experience.
- 2) The Engineer shall have a Bachelor of Science or Bachelor of Engineering in Electrical or Mechanical or Civil Engineering and be registered with the Engineering Council of South Africa (ECSA) as a Professional Engineer. Copies of the relevant certificates must be included in the CV of the Engineer. It is the requirement of this contract that the Engineer offered and to be allocated in this project must have completed at least three projects of a similar nature and have a minimum of up to three years of relevant/ specified experience.
- 3) The Engineers shall have relevant/ specified experience in overhead transmission line and substation structure construction and refurbishment. This includes but is not limited to the following:
 - a) Assess the condition of equipment and the extent of the remedial work required.
 - b) Design (including detail design) and engineering for the necessary OHTL work including PLS-CADD line design and profiling.
 - c) Prepare the technical specifications including various schedules outlining the manner in which the necessary work is to be undertaken. This shall include the review and revision of technical

specifications.

- d) Compile pricing schedules for OHTL and substation structures construction and refurbishment work.
 - e) Project and Contract management of the construction/ refurbishment phase of the project, which includes contractor management, programme, financial and quality management.
- 4) It would be preferable that the Engineers have the following:
- a) An understanding of the Greater Ethekwini Electricity Municipality area, its topography, infrastructure and climate.
 - b) An understanding of TE's high voltage network and operations
 - c) An understanding of the Municipality's bid process
- 5) The Engineers shall have suitable experience with overhead line refurbishment/ upgrade/ reconductor/ rebuild/ deviation on double circuit construction where one of the two circuits shall remain 'live' while work is in progress on the other.
- 6) The Engineers shall have a good practical understanding of the OHS Act and the Construction Regulations.
- 7) A minimum of one Senior Engineer should be available for a minimum of 70 % of the time and one Engineer should be available for a minimum of 70% of the time to service this contract; hence CVs should be submitted accordingly.
- 8) An additional Junior Engineer(s) may be provided to assist the other two Engineers, as and when required. An additional Engineer(s) shall have a Bachelor of Science or Bachelor of Engineering in Electrical or Mechanical or Civil Engineering.
- 9) The Engineering scope of work detailed in Section 3.3.1 shall generally be performed by the Engineer(s). The Senior Engineer shall provide high level support, advice, guidance, expertise, reviews to ensure that all work is scoped, executed, verified and documented without errors and at the expected quality, cost and time. The Senior Engineer may from time-to-time execute work independently or in conjunction with other specialists or the Client where such work may be ad hoc and/or is of a specialist nature.
- 10) At least one of the Engineers shall have experience on specialist work such as OHTL profiling using PLS-CADD, tower strength analysis using PLS-Tower, hence the Engineers can complement each other in the case of such specialist experience.
- 11) It would be preferable that the Engineers have the following:
- d) An understanding of the Greater eThekweni Electricity Municipality area, its topography, infrastructure and climate.
 - e) An understanding of TE's high voltage network and operations
 - f) An understanding of the Municipality's bid process.

3.4.2 Site Representative

- 1) The Site Representative shall have as a minimum either an Accredited National Diploma in either Electrical or Mechanical or Civil Engineering field and up to four (4) years of specified experience, or N2 or NCV Level 4 in Electrical/ Mechanical/ Civil Engineering, trade tested, and up to five (5) years of specified experience. Copies of the relevant certificates must be included in the CV of the Technician.

This includes the following experience and expertise:

- a) Assessment and planning of work to be undertaken. This is essential for refurbishment work on OHTL due to time constraints on the electrical isolation of the circuits.
- b) Inspection and control of material and equipment to comply with specification.
- c) Replacement of nuts, bolts, steel members, anti-climbing devices, etc.
- d) Preparation of steel structures for painting and thereafter the painting of the steel structures.
- e) Preparation and construction of foundations for steel lattice structures including the erection of the structures.
- f) Stringing and reconductoring of phase and earth conductors and installation/ replacement of conductor strain and suspension insulators and their ancillary fittings.
- g) Installation of OPGW (including jointing) and its ancillary fittings and equipment.
- h) Auditing, inspection and verification of work in progress; and
- i) Facilitation and interaction skills.

- 2) The Site Representative shall have suitable experience with overhead line refurbishment on double circuit construction where one of the two circuits shall remain 'live' while work is in progress on the other.
- 3) It would be preferable that the Site Representative have the following:
 - a) An understanding of the Greater eThekweni Municipality Area, its topography, infrastructure and climate; and
 - b) An understanding of TE's OHTL network and operations.
- 4) The site representative shall have a good practical understanding of OHS Act and the Construction regulations.
- 5) Minimum of two Site Representatives who should be available mostly full time will be required in this project and the CVs shall be submitted accordingly.
- 6) An additional Site Representative(s) may be provided to assist the other two, as and when required.

3.4.3 Engineering Technologist

- 1) The Engineering Technologist shall work with the Engineers in Design, Specification, Engineering, and Contract management, and shall assist and where necessary work with the Site Representatives on the Construction Projects.
- 2) The Engineering Technologist shall have a Bachelor of Technology (BTech) in Electrical/ Mechanical/ Civil Engineering and be registered with the Engineering Council of South Africa (ECSA) as a Professional Engineering Technologist. Copies of the relevant certificates must be included in the CV of the Technologist. This contract requires that the Engineering Technologist offered must have completed at least four projects of a similar nature and have a minimum of up to four years of relevant/ specified experience.
- 3) The Engineering Technologist shall have relevant / specified experience in overhead transmission line and substation structure construction and refurbishment. This includes but is not limited to the following:
 - a) Assess the condition of equipment and the extent of the remedial work required.
 - b) Design and engineering for the necessary OHTL work, including PLS-CADD line design and profiling.
 - c) Prepare the technical specifications, including various schedules outlining the manner in which the necessary work is to be undertaken. This shall include the review and revision of technical specifications.
 - d) Stipulate the methods of specifying pricing schedules for OHTL and substation structures construction and refurbishment work.
 - e) Project management of the construction/ refurbishment phase of the project, which includes contractor management, programme, financial, and quality management.
- 4) The Engineering Technologist shall have suitable experience with overhead line refurbishment/ upgrade/ reconductor/ rebuild/ deviation on double circuit construction where one of the two circuits shall remain 'live' while work is in progress on the other.
- 5) The Engineering Technologist shall provide high level support, advice, guidance, expertise, reviews to ensure that all work is scoped, executed, verified, and documented without errors and at the expected quality, cost, and time.
- 6) It would be preferable that the Engineering Technologist have the following:
 - a) An understanding of the Greater eThekweni Electricity Municipality area, its topography, infrastructure and climate.
 - b) An understanding of TE's high voltage network and operations

- c) An understanding of the Municipality's bid process

3.4.4 Draughtsperson

- 1) A Draughtsperson may be required on an adhoc basis for this contract.
- 2) The Draughtsperson shall have a minimum of N3 or Equivalent (Technical Drawing Office Practice) certificate(s) and have acceptable experience in OHTL specification and standards. This includes the following:
 - a) General knowledge of electrical, civil and architectural design standards and specifications.
 - b) In-depth knowledge of relevant statutory requirements.
 - c) In-depth knowledge of application of CAD system.
 - d) Detailed knowledge of draughting standards and requirements
 - e) Ability to convert conceptual design into intelligible drawings.
- 3) The Draughtsperson shall have suitable experience with high voltage network. This includes the following:
 - a) Tower and substation structures steelwork detail drawing, thus knowledge of steel members, and providing CAD services for structure component modes, e.g. landing plate specific designs.
 - b) Tower hardware assembly drawings, knowledge of the components, sizes, manufacturer catalogue data, purpose and sequence of hardware assembly.
 - c) Line route plan drawings, knowledge of x and y coordinate accuracy of tower centre placements within a drawing.
 - d) Line profile drawings, knowledge of cadastral and topographical information; calculating clearances to other structures/features along line route.
 - e) Substation structures and tower foundation drawings in CAD based on various soil types and tower loadings.

C3.5 RESOURCE ALLOCATION AND UTILISATION

- 3.5.1 Efficient and cost effective utilisation of resources shall be implemented.
- 3.5.2 Since the award of this contract is based on competence of the resources as submitted in the bid, and also that it is time-based, it is necessary to ensure that resources with the proper skills and expertise are utilised. Hence only resources acceptable to TE shall work under this contract. This approval shall be provided upon contract award. Any new resource may be subject to an assessment and approval. Should resources of lower qualification, registration, skills and/or expertise be provided than what is provided in the bid, TE reserves the right to request for the appropriate resources to be provided or in the case of Engineer and Site Representative Technicians lower the grading of the resource.
- 3.5.3 Resource allocation and proposed level of utilisation, more so for site personnel who are monitoring site works, shall be submitted to TE for appraisal and acceptance. The level of utilisation for a particular assignment shall be agreed upon.
- 3.5.4 The Engineer shall be responsible for checking of all timesheets, travel, other disbursement and invoices of the Consulting Firm and any of its services providers for additional services, prior to submission to TE. The administration staff shall collate the documents and submit for the payment process.
- 3.5.5 All designs shall be finalised through design reviews and sign-offs by both the Consulting Firm's Professional Engineers and the relevant TE representatives.
- 3.5.6 TE may, from time-to-time, and depending on the nature of the work, request for the Consulting Firm to provide an estimate of the cost of an assignment. The Consulting Firm shall provide advance notice of any expected major deviation from the cost estimate and the reasons therefore. Should it be found that the reasons are not justifiable, the Consulting Firm shall complete the work at its own expense.
- 3.5.7 TE reserves the right to make changes to the scope of work of any assignment and at any time based on various needs, such as but not limited to, changes in operational requirements, changes in funding, etc. The Consulting Firm shall record these user requirement changes. The Consulting Firm will be reimbursed for the cost associated with the effort required for the changes to be made.
- 3.5.8 TE shall not compensate the Consulting Firm where work output is of a poor quality which requires repeat effort or rework.
- 3.5.9 TE shall not compensate the Consulting Firm where there is obvious and unnecessary duplication of resources or effort.

C3.6 ADDITIONAL REQUIREMENTS

3.6.1 Information on OHTL

TE shall provide the successful Consulting Firm with the relevant information regarding the OHTL and substations that is to be refurbished, in hardcopy and/or electronic format whichever is available.

3.6.2 Duration of the Appointment

From the time the letter of appointment is received by the successful Consulting Firm until the surety bond is released at the expiry of the guarantee period of contract 31566(5E).

3.6.3 Meetings

The Senior Project Engineer of the Consulting Firm shall be responsible to co-ordinate and chair the monthly (or more frequent, as required) progress meetings with all parties involved with this project.

3.6.4 Language Medium

All reports and documentation shall be prepared in English.

3.6.5 Professional Responsibility

Although the work may be scrutinised by qualified personnel of TE, this will in no way relieve the Consulting Firm of its professional responsibility for the proper and prompt execution of all duties. The appointment of the successful Consulting Firm for this project shall in no way impede other projects of TE currently in progress at the same time.

3.6.6 Assessment of key personnel

The top ranked compliant Bidder(s), after adjudication of Bidders, may be required to attend a technical assessment with the bid committee or its authorised representative(s). The assessment shall take the form of an oral and/or a written test, and tower climbing for the Site Representative Technicians.

The Bidder shall be notified of the date, time and venue. The assessment must be attended by the relevant members of the Consulting Firm to be assigned to this project (Engineers and Site Representative Technicians). Failure to pass the technical assessment at the 70% level shall result in the disqualification of the key personnel. This result shall be used for the Functionality scoring.

3.6.7 Extension of Contract

TE reserves the right to extend the contract should there be any delays on the relevant contract(s) that the Consulting Firm is required to manage.

3.6.9 Bidders shall note that copyright in any produced, and the patent rights or ownership in any plant, machinery, thing, system or process, designed or devised by the consultant in the course of the consultancy service are vested to eThekweni Municipality. Thus, all documents, design, processes, drawings become the property of eThekweni Municipality, and such wording shall be indicated on the documents as shall be directed by the TE representative.

3.6.10 On appointment, the successful Consulting Firm shall be required to provide professional indemnity insurance.

C3.3 ANNEXURES

- 1. STANDARD CONDITIONS OF TENDER**
- 2. CIDB STANDARD PROFESSIONAL SERVICES OF CONTRACT**

Annex F
(normative)

Standard Conditions of Tender

F.1 General

F.1.1 Actions

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

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

Note:

- 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of inequity that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
- 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

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

STANDARD PROFESSIONAL SERVICES CONTRACT

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Standard Professional Services Contract