



CLUSTER
Trading Services
UNIT

Electricity

DEPARTMENT

Customer Services and Sales

PROCUREMENT DOCUMENT : INFRASTRUCTURE

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

Contract No: 29925-5E

Contract Title: DISCONNECTION, RECONNECTION, AND INSPECTION OF ELECTRICAL SERVICES/METERS WITHIN THE SUPPLY AREA OF ETHEKWINI ELECTRICITY DURING A THIRTY-SIX MONTH PERIOD

Est. CIDB Grade/ Class: 1-4 EP/EB

CLARIFICATION MEETING AND QUERIES

Clarification Meeting: No Clarification Meeting

Meeting Location, Date, Time: Not Applicable

Queries can be addressed to: Name: Mzingisi Hlanganiso

The Employer's Agent's: Tel: 031 311 6530

Representative: eMail: Mzi.Hlanganiso@durban.gov.za

Email queries to be submitted by 31st July 2025. All questions and answers will be consolidated and posted on eTenders/SSS/Municipal website by the 07th of August 2025

TENDER SUBMISSION

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

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

Tenderers are to also make an **electronic submission** via the eThekweni Municipality **JDE System (SSS Module)** (see Tender Data: C.2.13).

JDE Queries
Contact:

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

Closing Date/ Time: FRIDAY, 15 AUGUST 2025 at 11h00

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

Issued by:

ETHEKWINI MUNICIPALITY

Deputy Head: Customer Services and Sales

Date of Issue: 04/07/2025

Document Version 12/05/2025

FOR OFFICIAL USE ONLY

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 the works to Disconnection, Reconnection and Inspection of Electrical services/meters within the supply area of eThekweni Electricity during a thirty-six-month period.

Subject	Description	Tender Data
Employer	The Employer is the eThekweni Municipality as represented by: Deputy Head: Customer Services and Sales	C.1.1.1
Tender Documents	Documentation is to be downloaded from the National Treasury's eTenders website or the eThekweni Municipality Website : <ul style="list-style-type: none"> • https://www.etenders.gov.za/ • https://www.durban.gov.za/pages/business/procurement 	C.1.2
CIDB Eligibility	It is <u>estimated</u> that Tenderers should have a CIDB contractor grading designation of 1-4 EP/EB	C.2.1.2
Clarification Meeting	Not Applicable	C.2.7
Seek Clarification	Queries relating to these documents are to be addressed to the Employer's Agent's Representative whose contact details are: Name: Mzingisi Hlanganiso Tel: 031 311 6530 eMail: Mzi.Hlanganiso@durban.gov.za Email queries to be submitted by 31st July 2025. All questions and answers will be consolidated and posted on eTenders/SSS/Municipal website by the 07th of August 2025	C.1.4
Submitting a Tender Offer	The Tender Offer (hard copy) shall be delivered to: The Tender Box in the foyer of the Municipal Building, 166 KE Masinga Road, Durban An electronic submission , via the eThekweni Municipality JDE System (SSS Module) , is also to be made. Refer to Part T1.1.2 and Tender Data: C.2.13. Notwithstanding the electronic submission , a tender offer will only be deemed valid if the "hard copy" submission has been made.	C.2.13
Closing Time	The Tender Offer (hard copy) shall be delivered, and the electronic submission completed, both on or before Friday, 15 August 2025 , at or before 11h00 .	C.2.15
Evaluation of Tender Offers	The 80/20 Price Preference Point System, as specified in the SCM Policy: Section 52: Preferential Procurement will be applied in the evaluation of tenders. Tender Data: C.3.11: Evaluation of Tender Offers details the awarding of Preference Points, and other related evaluation requirements.	C.3.11

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

Applicable CIDB B.U.I.L.D. Programme Standards	
CIDB Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts	No
CIDB Standard for Developing Skills through Infrastructure Contracts	No

T1.1.2: INFORMATION REGARDING THE ETHEKWINI JDE SYSTEM

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

1) General

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

This JDE System will be used for:

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

2) Registrations

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

National Treasury: Central Supplier Database

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

eThekwini Municipality Supplier Portal

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

eThekwini Municipality JDE System

- Service providers requiring access must send an email to supplier.selfservice@durban.gov.za
The following information is required:
 - Copy of the **Director's ID**.
- On receipt of this email, the SCM Unit will respond with the login credentials and a link to the **JDE System**.

3) Assistance with using the JDE System

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

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

4) Viewing of available tenders

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

5) Tender documentation

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

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

6) Submission of tender offers

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

Tender Offers are to be delivered, in “hard copy” format, to the Delivery Location as stated in the **Tender Data**.

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

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

7) Viewing the Tender opening schedule

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

T1.1.3: NOTES TO TENDERERS

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

eThekwini Supply Chain Management Policy (SCMP)

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

1) Section 14(4): ETM Supplier Database

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

In the event of the Tenderer not being registered on the eThekwini Municipality’s Supplier Portal, the Tenderer must register on the internet at www.durban.gov.za by following these links:

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

The following is to be noted:

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

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

Audited Financial Statements (prepared for auditing) are required to be submitted if the value of the tender offer exceeds R10 million (incl. VAT). See **Returnable Form T2.2.4.: MBD 5** and **Returnable Form T2.2.5: Contracts awarded by Organs of State** in the past 5 years.

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

Tenderers are to include with their submission a listing of any contracts awarded to the Tenderer during the past 5 years, including particulars of any material non-compliance or dispute concerning the execution of the contracts. Tenderers are referred to **Returnable Form T2.2.5.: MBD 5**

4) Section 20(1)(d)(ii), Section 28(1)(c) and Section 29(10): Municipal Fees

Tenderers are to refer to **Returnable Form T2.2.10: Declaration of Municipal Fees** to certify that they have no undisputed commitments for municipal services towards any municipality. Prior to an award, a Tenderer’s municipal rates and taxes cannot be in arrears. Should a Tenderer be in arrears with respect to municipal services and has formalised an agreement with the respective municipality to offset the arrears, the agreement must be in place at time of tender closing.

5) Section 28(2)(d), Section 28(2)(h) and Clause 29(12): Certifications and Registrations

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

The Tenderer’s Tax Compliance Status, CIDB Registration and Status (if required), and B-BBEE Level Status (if required), will be verified using the National Treasury Central Supplier Database (CSD). Tenderers are referred to **Returnable Form T2.2.1.: Compulsory Enterprise Questionnaire**.

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

6) Section 28(2)(e): Joint Ventures (JV)

Each party of a JV must submit separate Tax Compliance Status PINs.

Also, and unless otherwise stated, the requirements for a single entity submission in terms of documentation requirements, will apply to each member of a JV making a submission.

As proof that a JV has been formalised, or that the parties to the JV agree to formalise the JV should they be successful in being recommended for the award of this tender, Tenderers are referred to **Returnable Form T2.2.14: Joint Venture Agreements**.

CIDB

Regulation 25(8)

- 7) It should be noted that this contract is not part of a **Targeted Development Programme (TDP)**. The CIDB provisions in relation to a Contractor's **Potentially Emerging (PE) status** do not apply. Tenderers are referred to **CIDB Inform Practice Note #32: "Application of the Potentially Emerging (PE) Status"**.

B.U.I.L.D. Programme

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

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

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

PART T1: TENDERING PROCEDURES

T1.2: TENDER DATA

T1.2.1 STANDARD CONDITIONS OF TENDER

The conditions of tender are the **Standard Conditions of Tender** as contained in **Annex C** of the CIDB Standard for Uniformity in Construction Procurement as published in Government Gazette No 42622, Board Notice 423 of 8 August 2019, as duplicated below.

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

Annex C

Standard Conditions of Tender

C.1	General	
C.1.1	Actions	
C.1.1.1	The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.	2) <i>Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.</i>
C.1.1.2	The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.	C.1.1.3 The employer shall not seek, and a tenderer shall not submit a tender, without having a firm intention and the capacity to proceed with the contract.
		C.1.2 Tender Documents
		The documents issued by the employer for the purpose of a tender offer are listed in the Tender Data .
		C.1.3 Interpretation
		C.1.3.1 The Tender Data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.
		C.1.3.2 These conditions of tender, the Tender Data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.
	<i>Note:</i> 1) <i>A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.</i>	

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

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

C.1.4 Communication and employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

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

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

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

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

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

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

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

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

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

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

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

C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the Tender Data , as well as the tenderer's name and contact address.	the requirements of these conditions of tender apply equally to the extended deadline.
C.2.13.6 Where a two-envelope system is required in terms of the Tender Data , place and seal the returnable documents listed in the Tender Data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the Tender Data , as well as the tenderer's name and contact address.	C.2.16 Tender offer validity
C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the Tender Data .	C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the Tender Data after the closing time stated in the Tender Data .
C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.	C.2.16.2 If requested by the employer, consider extending the validity period stated in the Tender Data for an agreed additional period with or without any conditions attached to such extension.
C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the Tender Data .	C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).
C.2.14 Information and data to be completed in all respects Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.	C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".
C.2.15 Closing time	C.2.17 Clarification of tender offer after submission
C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the Tender Data not later than the closing time stated in the Tender Data . Accept that proof of posting shall not be accepted as proof of delivery.	Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.
C.2.15.2 Accept that, if the employer extends the closing time stated in the Tender Data for any reason,	<i>Note: Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.</i>
	C.2.18 Provide other material
	C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer,

<p>the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.</p> <p>Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.</p>	<p>notify all tenderers who collected tender documents.</p>
<p>C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.</p>	<p>C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:</p>
<p>C.2.19 Inspections, tests and analysis</p> <p>Provide access during working hours to premises for inspections, tests and analysis as provided for in the Tender Data.</p>	<p>a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;</p> <p>b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or</p> <p>c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.</p>
<p>C.2.20 Submit securities, bonds and policies</p> <p>If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the Contract Data.</p>	<p>C.3.2 Issue Addenda</p> <p>If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.</p>
<p>C.2.21 Check final draft</p> <p>Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.</p>	<p>C.3.3 Return late tender offers</p> <p>Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.</p>
<p>C.2.22 Return of other tender documents</p> <p>If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the Tender Data.</p>	<p>C.3.4 Opening of tender submissions</p>
<p>C.2.23 Certificates</p> <p>Include in the tender submission or provide the employer with any certificates as stated in the Tender Data.</p>	<p>C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the Tender Data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.</p>
<p>C.3 The employer's undertakings</p>	
<p>C.3.1 Respond to requests from the tenderer</p>	
<p>C.3.1.1 Unless otherwise stated in the Tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and</p>	

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

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

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

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

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

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

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

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

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report .

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the **Tender Data**.

C.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the **Contract Data**, require the employer to provide.

C.3.13 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the **Tender Data**; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents and
- c) other revisions agreed between the employer and the successful tenderer.

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

C.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

C.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the **Tender Data** of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

C.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

T1.2.2 TENDER DATA

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

C.1: GENERAL

C.1.1 The employer:

The Employer for this Contract is the **eThekwini Municipality** as represented by:
Deputy Head: **Customer Services and Sales**

C.1.2 Tender documents:

The Tender Documents issued by the Employer comprise:

- 1) This procurement document.
- 2) The **Conditions of Contract** identified in Section C1.2.1.1. Tenderers/ Contractors are required to obtain their own copies.
- 3) The **Specifications** identified in Section C3.3.1. Tenderers/ Contractors are required to obtain their own copies.
- 4) **Drawings**, if applicable, issued separately from this document, or bound in Section C3.4 (as an Annexure).
- 5) In addition, Tenderers are advised, in their own interest, to obtain their own copies of the following acts, regulations, and standards referred to in this document as they are essential for the Tenderer to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies, and the participation of targeted enterprise and labour.
 - The Employer's Supply Chain Management Policy (as at advertising date).
 - The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations (2014).
 - The Construction Industry Development Board Act No 38 of 2000 and the Regulations issued in terms of the Act (July 2013).
 - SANS 1921:2004 – Construction and Management Requirements for Works Contract, Parts 1-3.
 - CIDB Standard for Developing Skills Through Infrastructure Contracts, published in Gazette Notice No. 48491 of 28 April 2023.
 - CIDB Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, published in Gazette Notice No. 36190 of 25 February 2013.
 - Any other eThekwini Policy documents referenced in the Tender Documents.

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

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

C.1.4 Communication and employer's agent:

The Employer's Agent is:

Name: **Nyaniso Mlilo**
Tel: **031 311 9422**
eMail: **Nyaniso.Mlilo@durban.gov.za**

The Employer's Agent's Representative is:

Name: **Mzingisi Hlanganiso**
Tel: **031 311 6530**
eMail: **Mzi.Hlanganiso@durban.gov.za**
Email queries to be submitted by 31st July

2025. All questions and answers will be consolidated and posted on eTenders/SSS/Municipal website by the 07th of August 2025

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

C.1.6 Procurement procedures:

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

- **C.1.6.2: Competitive negotiation procedure**, and
- **C.1.6.3: Proposal procedure using the two-stage system**.

C.1.6.2 Procurement procedures:

The competitive negotiation procedure shall be applied.

C.2: TENDERER'S OBLIGATIONS

C.2.1 Eligibility:

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

C.2.1.1 Eligibility: General

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

- In the event of a Compulsory Clarification Meeting:
 - the Tenderer fails to attend the Compulsory Clarification Meeting, or
 - the Tenderer fails to have **Returnable Document T2.2.2: Certificate of Attendance at Clarification Meeting / Site Inspection** signed by the Employer's Agent or their representative.
- At the time of tender closing, the Tenderer is not registered on the **National Treasury Central Supplier Database (CSD)** and the **eThekwin Municipality Supplier Portal**. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture. Tenderers are to reference **Returnable Document T2.2.1: Compulsory Enterprise Questionnaire** (section 1.5) and **Returnable Document T2.2.12: "CSD Registration Report"**.
- In the case of Joint Venture (JV) submissions, two or more JV entities have common directors/ shareholders or common entities tendering for the same works.
- The following documentation is to be completed in full, signed, and returned with the tender submission. Failure to comply will result in the tender offer being deemed non-responsive:
 - T2.2.1: Compulsory Enterprise Questionnaire.
 - T2.2.5: MBD 4: Declaration of Interest.
 - T2.2.6: MBD 5: Declaration for Procurement Above R10 Million (if applicable).
 - T2.2.8: MBD 8: Declaration of Bidder's Past SCM Practices.

- T2.2.9: MBD 9: Certificate of Independent Bid Determination.
 - T2.2.10: Declaration of Municipal Fees
- (e) The certificates listed in the **Tender Data: C.2.23: Certificates** are to be included with the tender submission. Failure to comply will result in the tender offer being deemed non-responsive. These include:
- T2.2.1: Compulsory Enterprise Questionnaire
 - SARS Tax Compliance Status – PIN Issued.
 - T2.2.6: MBD 6.1: Preference Points Claim
 - B-BBEE Status Level of Contribution Certificate (if applicable).
 - T2.2.12: Central Supplier Database (CSD) Report.
 - T2.2.13: CIDB Registration and Status.

C.2.1.2 Eligibility: CIDB

Tenderers are to reference the provisions of **Tender Data: C.2.23: Certificates** and **Returnable Document: T2.2.13: Verification of CIDB Registration and Status** with respect to CIDB registration.

Only those Tenderers who are registered (as “Active”) with the CIDB (at time of tender closing), in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, for a **1-4 EP/EB** class of construction work, are eligible to have their tenders evaluated.

Joint ventures are eligible to submit tenders provided that:

- (a) Every member of the joint venture is registered (as “Active”) with the CIDB (at time of tender closing),
- (b) The lead partner has a contractor grading designation in the **1-4 EP/EB** class of construction work and has a grading designation of not lower than one level below the required grading designation, and
- (c) The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations (2013) is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **1-4 EP/EB** class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.

C.2.1.3 Eligibility: Tenderer’s Experience

Tenderers are to complete and sign **Returnable Form T2.2.16: Eligibility: Experience of Tenderer**.

Only those Tenderers that can demonstrate experience and submit the associated documentation/information, in works of a similar nature, within the past 10 years, will be eligible to have their tenders evaluated in terms of Clause C.3.11.

- **Table 1:** The **Experience Requirement** is specified on this table.
- **Table 2:** The experience is to be **Similar in Nature** to that specified on this table. Tenderers are to note the exclusions (if any) stated on this table.
- **Table 3:** The **Documentation/ Information** that is required to be included in this submission is specified on this table (which includes the Notes below the table).
- Tenderers may submit experience gained as **Sub-Contractors or Main Contractors**.
- **Guidance** on the completion of the **Experience Submission Form** is provided on the first page of **Returnable Form T2.2.16**.

Tenderers are to indicate the documentation that has been included in the tender submission, in support of each experience submission, in the shaded column on Page 55.

Should there be insufficient evidence for verification of the information submitted for any specific experience submission, that experience submission will be deemed invalid.

Table 1: Experience Requirement

Contract(s), with works of a similar nature, within the past 10 years

Table 2: Works of a Similar Nature

Disconnection, Reconnection, and Inspection of Electrical Services/Meters

- Projects of a similar nature that will be considered will be one, or a combination of, the following types of projects:
 - Inspection, reporting, disconnection and reconnection of electrical services/meters
 - Provision of electrical engineering services infrastructure that includes the inspection, reporting and removal of illegal services.
 - Provision of electrical engineering services infrastructure in electrical engineering works.

Table 3: Documentation / Information Requirements

Note: an "X" in this table indicates that the associated documentation should be provided, if applicable.	Works as Sub-Contractor		Works as Main Contractor	
	Current Contracts	Completed Contracts	Current Contracts	Completed Contracts
Proof of Sub-Contract Agreement See Note 1.	X	X	-	-
Letter of Award OR Form of Offer & Acceptance See Note 2.	-	-	X	X
Most recent Payment Certificate (with Quantities summary), OR Invoice (with Quantities summary). See Note 3.	X	-	X	-
Final Payment Certificate (with Quantities summary), OR Invoice (with Quantities summary). See Note 4.	-	X	-	X
Completion Certificate. See Note 5.	-	-	-	X
Scope of Work See Note 6.	To be indicated on individual experience submission form			

NOTES (for Table 3)

1. To include the names of the parties, the managing entity's name, the effective dates, and the signature(s) page, all pertaining to the agreement.
2. Issued by the Client / Employer.
3. Proof of the most recent payment received from the Main Contractor or Client/ Employer, OR the most recent submitted INVOICE. Whichever of these documents is submitted, a summary breakdown of quantities is to accompany that document.
4. Proof of the final payment received from the Main Contractor or Client/ Employer, OR the most recent submitted INVOICE. Whichever of these documents is submitted, a summary breakdown

of quantities is to accompany that document.

5. Issued by the Client/ Employer.
6. If executed as a Sub-Contractor, the Scope-of-Work should be indicative of only the works carried out by the Sub-Contractor, and not the overall Scope-of-Work of the main contract.
If executed as a Main Contractor, the overall contract Scope-of-Work is to be indicated.

C.2.2.2 The cost of the tender documents:

Replace this paragraph with the following:

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

C.2.6 Acknowledge addenda:

Add the following paragraphs:

“Addenda will be published on the **eThekwini Municipality website** as stated in **Tender Data: C.1.2**. Tenderers are to ensure that this website is consulted for any published addenda pertaining to this tender up to three days before the tender closing time as stated in the **Tender Data**.”

“Acknowledgement of receipt of the addenda will be by the return of the relevant completed, dated, and signed portion of the addenda, to the physical or email address as specified on the addenda.

Failure of the Tenderer to comply with the requirements of the addenda WILL result in the tender submission being made non-responsive.”

C.2.7 Clarification meeting:

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.

C.2.12 Alternative tender offers:

No alternative tender offers will be considered.

C.2.13 Submitting a tender offer:

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

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

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

- Contract No. : 29925-5E
- Contract Title : **DISCONNECTION, RECONNECTION, AND INSPECTION OF ELECTRICAL SERVICES/METERS WITHIN THE SUPPLY AREA OF ETHEKWINI ELECTRICITY DURING A THIRTY-SIX MONTH PERIOD**

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

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

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

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

- Tenderers must ensure that the hard copy and electronic submission are the same, failing which the submission will be deemed invalid.
- Tenderers are responsible for resolving all access rights and submission queries on the JDE System before the tender closing date/ time (**Tender Data: C.2.15**).

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

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

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C.2.15 Closing date and time:

The closing time is:

- **Date : Friday, 15 August 2025**
- **Time : 11h00**

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

C.2.16 Tender offer validity:

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

C.2.23 Certificates:

Refer to **T2.1: “List of Returnable Documents”** for a listing of certificates that must be provided with the tender. All certificates must be valid at the time of tender closing.

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

SARS Tax Compliance Status – PIN Issued

Reference is to be made to **Returnable Document T2.2.1: Compulsory Enterprise Questionnaire**.

B-BBEE Status Level of Contribution Certificate

Tenderers are referred to **Returnable Document T2.2.6: MBD 6.1: Preference Points Claim** for the B-BBEE Certificate requirements.

Central Supplier Database (CSD)

Reference is to be made to **Returnable Document T2.2.12: CSD Registration Report**.

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

The date of the report, as indicated at the top right of each page, should be on or after the date of advertising of this tender.

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

CIDB Registration (if applicable)

Reference is to be made to **Returnable Document T2.2.13: Verification of CIDB Registration and Status**.

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

The date of obtaining the CIDB printout(s) is to be indicated on the printout, and the Tenderer's registration with the CIDB must be reflected as "Active" as at the date of tender closing.

Separate **CIDB Registration printouts** are required for each party to a Joint Venture. The **Joint Venture Grading Designation Calculator** printout should be included when making a submission as a Joint Venture:
(<https://registers.cidb.org.za/PublicContractors/JVGradingDesignationCalc>)

C.3: THE EMPLOYER'S UNDERTAKINGS

C.3.1.1 Respond to requests from the tenderer:

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

C.3.2 Issue addenda:

Add the following paragraph:

"Addenda will be published on the **eThekwini Municipality Website** (refer to **Tender Data: C.1.2**).

C.3.4 Opening of Tender Submissions:

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

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

C.3.9 Arithmetical errors, omissions and discrepancies:

Add the following Clause:

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

C.3.11 Evaluation of Tender Offers:

Functionality

FUNCTIONALITY

FUNCTIONALITY will be evaluated to determine the responsiveness of tenders received. The minimum score for FUNCTIONALITY is **60 points**. Those tenders not achieving the minimum score will be deemed non-responsive.

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

Preference Point System

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

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

The provisions of the SCM Policy: **Section 52.7: The Basket of Preference Goals** shall apply.

Price Points

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

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

80/20 Procurement System

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

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

Preference Points

Reference is to be made to **Returnable Form: T2.2.6: MBD 6.1: Preference Points Claim**.

The Basket of Preference Goals (SCM Policy Section 52.7)

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

• Ownership Goal

Goal Weighting: 50%

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

Ownership Categories	Criteria	80/20
Race: Black	Equals 0%	0
	Between 0% and 51%	4
	Greater or equal to 51% and less than 100%	8
	Equals 100%	10
Maximum Ownership Goal Points:		10

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

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

• RDP Goal: The promotion of South African owned enterprises

Goal Weighting: 30%

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

Location	80/20
Not in South Africa	0
South Africa	2
Kwa Zulu Natal	4
eThekweni Municipality	6
Maximum Goal Points:	6

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

- CSD report

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

Goal Weighting: 20%

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

Municipal Area	80/20
Not within eThekweni Municipality	0
Within eThekweni Municipality	4
Maximum Goal Points:	4

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

- CSD Report

C.3.13 Acceptance of tender offer:

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

- (a) The Tenderer's municipal rates and taxes are not in arrears, or they have made arrangements to meet outstanding municipal fee obligations.
- (b) The Tenderer's tax compliance status has been verified, or they have made arrangements to meet outstanding tax obligations.
- (c) If applicable, the Tenderer is **registered**, and "**Active**", with the **Construction Industry Development Board** in an appropriate contractor grading designation.
- (d) The Tenderer or any of its directors/ shareholders are **not listed on the Register of Tender Defaulters**, in terms of the Prevention and Combating of Corrupt Activities Act of 2004, as a person prohibited from doing business with the public sector.
- (e) The Tenderer has not:
 - i) Abused the Employer's Supply Chain Management System; or
 - ii) Failed to perform on any previous contract and has been given a written notice to this effect.
- (f) The Employer is reasonably satisfied that the Tenderer has in terms of the Construction Regulations (2014), issued in terms of the Occupational Health and Safety Act (1993), the **necessary competencies and resources to carry out the work safely**.

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

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

C.3.15 Complete adjudicator's contract:

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

C.3.17 Copies of contract:

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

T1.2.3 ADDITIONAL CONDITIONS OF TENDER

T1.2.3.1 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:

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

T1.2.3.4 Functionality Specification

Functionality Evaluation is applicable to this tender.

Item	Mandatory Requirements
1	Two (2) electricians deemed competent in Revenue Protection in accordance with the standard operating procedures set by eThekwini Electricity OR Two (2) electricians where at least one (1) electrician deemed competent in Revenue Protection in accordance with standard operating procedures set by eThekwini Electricity. (Refer to Criterion Key Personnel Electrician for more information and the necessary documents required for submission)
2	Four (4) disconnectors deemed competent as Specially Trained Person in Disconnection and Reconnection Level Two in accordance with the standard operating procedures set by eThekwini Electricity OR Four (4) disconnectors where at least two (2) disconnectors deemed competent as Specially Trained Person in Disconnection and Reconnection Level Two in accordance with the standard operating procedures set by eThekwini Electricity. (Refer to Criterion Key Personnel Disconnector for more information and the necessary documents required for submission)
3	Six (6) One Ton Light Duty Vehicles (LDVs) that are equipped with roof racks. (Owned and/or Hired) (Refer to Criterion Vehicles for more information and the necessary documents required for submission)

Functionality Criteria				
Item	Minimum Required	Description of Items and Weightings		Maximum Points Score
Tenderer's Experience	1	1 x project where Tenderer served as the main contractor in electrical engineering works.	100%	10
		1 x project where Tenderer served as sub-contractor in electrical engineering works.	50%	
Key Personnel Electrician	2	2 X Revenue Protection Competent Electrician	100%	30
		1 X Revenue Protection Competent Electrician	50%	
Key Personnel Disconnecter	4	4 X STP in Dis and Rec Level Two	100%	35
		3 X STP in Dis and Rec Level Two	75%	
		2 X STP in Dis and Rec Level Two	50%	
Vehicles	6	6 X One Ton Light Duty Vehicles (All Owned)	100%	25
		6 X One Ton Light Duty Vehicles (at least 1 Owned and Others Hired)	75%	
		6 X One Ton Light Duty Vehicles (All Hired)	50%	
Maximum possible score for Functionality (M _s)				100

The minimum number of evaluation points for Functionality is **60**. Only those tenderers who achieve the minimum number of Functionality evaluation points (or greater) will be eligible to have their tenders further evaluated.

NB: It is mandatory for a Tenderer to achieve a score of no less than 50% on the mandatory requirements outlined in the table above. Even if the Tenderer attains the minimum threshold of 60 points, if they score below 50% on one or more of the mandatory requirements, the Tenderer will be considered non-responsive.

Functionality shall be scored by not less than three evaluators and the scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for Functionality.

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

Criterion: Key Personnel Electrician

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

Two (2) electricians deemed competent in Revenue Protection in accordance with the standard operating procedures set by eThekweni Electricity OR Two (2) electricians where at least one (1) electrician deemed competent in Revenue Protection in accordance with standard operating procedures set by eThekweni Electricity. The electrician who is not competent in Revenue Protection will participate in a training program at the eThekweni Electricity Training Centre to gain the necessary competency.

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

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

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

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

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

The Tenderer is required to submit a certified copy of Competency Certificate (if Applicable), not competency card for the electrician. Please note that any electricians with pending competency will not be considered.

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

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

NAME (Block Capitals):

Date

SIGNATURE:

Criterion: Key Personnel Disconnecter

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

Four (4) disconnectors deemed competent as Specially Trained Person in Disconnection and Reconnection Level Two in accordance with the standard operating procedures set by eThekweni Electricity OR Four disconnectors where at least two (2) disconnectors deemed competent as Specially Trained Person in Disconnection and Reconnection Level Two in accordance with the standard operating procedures set by eThekweni Electricity. The disconnecter who is not competent as Specifically Trained Person in Disconnection and Reconnection Level 2 will participate in a training program at the eThekweni Electricity Training Centre to gain the necessary competency.

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

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

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

The Tenderer is required to submit a completed Sworn Affidavit by Disconnecter and can be found in returnable form T2.2.19.

The Tenderer is required to submit a certified copy of Competency Certificate (if Applicable), not competency card for the disconnecter. Please note that any disconnecter with pending competency will not be considered.

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

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

NAME (Block Capitals):

Date

SIGNATURE:

Criterion: Vehicles

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

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

Six (6) One Ton Light Duty Vehicles (LVDs) that are equipped with roof racks. All vehicles must be registered under the company name or director(s)/member(s) name as per cipc document.

The Tenderer is required to submit a certified copy of the Certificate of Registration in respect of Motor Vehicle (Logbook) if not certified the vehicle will not be considered. The title holder or owner must be the company or director(s)/member(s). These copies must be clear and readable, any vague or unclear copies will not be accepted

2.VEHICLES THAT ARE RENTED OR LEASED

Six (6) One Ton Light Duty Vehicles (LDVs) that are equipped with roof racks. The tenderer is required to submit the letter of intent to lease.

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

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

NAME (Block Capitals):

Date

SIGNATURE:

PART T2: RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

T2.1.1 General

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

The Tenderer is required to complete and sign each and every Schedule and Form listed below to the best of their ability as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer.

Failure of a Tenderer to complete the Schedules and Forms to the satisfaction of the Employer will inevitably prejudice the tender and may lead to rejection on the grounds that the tender is non-responsive.

T2.1.2 Returnable Schedules, Forms and Certificates

Entity Specific

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Technical or Functionality Evaluation

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T2.2.21	Construction Approach, Methodology, and Quality Control	65
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Contract Part: The Tenderer is required to complete following forms:

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C1.2.2.2 Data to be Provided by Contractor	71
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C2.2 Bill of Quantities	80
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T2.2.1 COMPULSORY ENTERPRISE QUESTIONNAIRE

Ref	Description	Tenderer to Complete	
1.1	Name of enterprise		
1.2	Name of enterprise's representative		
1.3	Email address of representative		
1.4	Contact numbers of representative	Tel:	Cell:
1.5	National Treasury Central Supplier Database Registration number	MAAA	
1.6	VAT registration number, if any:		
1.7	CIDB registration number, if any:		
1.8	Department of Labour: Registration number		
1.9	Department of Labour: Letter of Good Standing Certificate number		

2.0 Particulars of sole proprietors and partners in partnerships (attach separate pages if more than 4 partners)			
	Full Name	Identity No.	Personal income tax No. *
2.1			
2.2			
2.3			

3.0 Particulars of companies and close corporations	
3.1	Company registration number, if applicable:
3.2	Close corporation number, if applicable:
3.3	Tax Reference number, if any:
3.4	South African Revenue Service: Tax Compliance Status PIN:

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

Tenderers are to include, at the back of this page, a printout of their SARS "Tax Compliance Status – PIN Issued" certificate.

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

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

NAME (Block Capitals):

Date

SIGNATURE:

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

Reference is to be made to the **Tender Data: C.2.1.1(a) and C.2.7.**

This is to certify that:

(entity name):

of (address):

was represented by the person(s) named below at the Clarification Meeting for Contract 29925-5E held for all Tenderers, the details of which are stated in the **Tender Data: C.2.7.**

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

Particulars of person(s) attending the meeting:

Name:

Name:

Signature:

Signature:

Capacity:

Capacity:

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

Name:

Signature:

Date:

T2.2.3 MBD 4: DECLARATION OF INTEREST

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

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

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

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

3.1 Name of enterprise

Name of enterprise’s representative

3.2 ID Number of enterprise’s representative

3.3 Position enterprise’s representative occupies in the enterprise

3.4 Company Registration number

3.5 Tax Reference number

3.6 VAT registration number

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

3.8 Are you presently in the service of the state?

Circle Applicable

YES

NO

If yes, furnish particulars:

.....

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

YES

NO

If yes, furnish particulars:

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

YES

NO

If yes, furnish particulars:

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

YES

NO

If yes, furnish particulars:

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

YES

NO

If yes, furnish particulars:

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

YES

NO

If yes, furnish particulars:

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

YES

NO

If yes, furnish particulars:

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

**T2.2.4 MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION
(ALL APPLICABLE TAXES INCLUDED)**

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

		Circle Applicable	
		YES	NO
1.0	Are you by law required to prepare annual financial statements for auditing?		
1.1	If YES, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.		
2.0	Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?	YES	NO
2.1	If NO, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.		
2.2	If YES, provide particulars. 		
3.0	Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	YES	NO
3.1	If YES, provide particulars. SEE Returnable Document T2.2.5		
4.0	Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	YES	NO
4.1	If YES, provide particulars. 		

If required by 1.1 above, Tenderers are to include, at the back of this page, 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:

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

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

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

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

NAME (Block Capitals):**Date****SIGNATURE:**

T2.2.6 **MBD 6.1: PREFERENCE POINTS CLAIM**

(SCMP 52.7: Basket of Preference Goals)

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

1.0 **GENERAL CONDITIONS**

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

2.0 **ADJUDICATION USING A POINT SYSTEM**

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

3.0 **POINTS AWARDED FOR PRICE**

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

80/20 Procurement System

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

Where:

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

4.0 POINTS ALLOCATED FOR THE BASKET OF PREFERENCE GOALS

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

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

80/20 Preference Points System The Specific Goals to be allocated points in terms of this tender:	Maximum Number of points ALLOCATED	Tenderer's Number of points CLAIMED
Ownership Goal: Race (black)	10	
RDP Goal: The promotion of South African owned enterprises.	6	
RDP Goal: The promotion of enterprises located in a specific municipal area.	4	
Total CLAIMED Points (maximum 20)	20	

5.0 REMEDIES FOR THE SUBMISSION OF FALSE INFORMATION

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

Tenderers are to include, at the back of this page, the required proof/ documentation in support of their Preference Goal claims.

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.8 **MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

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

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

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

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

- 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.

- 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?

- 4.3.1 If YES, provide particulars.

.....

.....

Circle Applicable	
YES	NO

YES	NO
-----	----

YES	NO
-----	----

- 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:

.....

.....

T2.2.9 **MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

NOTES

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid for: Contract **29925-5E**
DISCONNECTION, RECONNECTION, AND INSPECTION OF ELECTRICAL SERVICES/METERS WITHIN THE SUPPLY AREA OF ETHEKWINI ELECTRICITY DURING A THIRTY-SIX MONTH PERIOD

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

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

I certify, on behalf of:

that:

(continued on next page)

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:

T2.2.10 DECLARATION OF MUNICIPAL FEES

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

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

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

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

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

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

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

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

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

Tenderers are to include, at the back of this page, copies of the above-mentioned account's, agreements signed with the municipality, lease agreements, or official letters.

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.11 CONTRACTOR'S HEALTH AND SAFETY DECLARATION

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

In terms of Clause 5(1)(h) of the OHSA 1993 Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Principal Contractor may only be appointed to perform construction work if the Client is satisfied that the Principal Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHSA 1993 Construction Regulations 2014.

To that effect, a person duly authorised by the Tenderer, must complete and sign the declaration hereafter in detail.

Declaration by Tenderer

- 1 I, the undersigned, hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2014.
- 2 I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
- 3 I propose to achieve compliance with the Regulations by one of the following **(Tenderers are to Circle Applicable - Yes or No)**:

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

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

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

Circle Applicable	
Yes	No
Yes	No
Yes	No

- 4 Details of resources I propose:

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

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

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

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

(i) By whom will training be provided?

(ii) When will training be undertaken?

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

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

Name of proposed subcontractor:

Qualifications or details of competency of the subcontractor:

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

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.12 CSD REGISTRATION REPORT

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


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

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

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

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

Note: the printout will contain more than one page.

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

Tenderers are to include, at the back of this page, a printout of their CSD Registration Report.

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.13 CIDB REGISTRATION AND STATUS

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

The **Tender Data: C.2.1.1: Eligibility**, requires a Tenderer to be registered, as "Active", with the CIDB (at time of tender closing), in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.

The required class of construction work is specified in the **Tender Data: C.2.1.2.**

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

CIDB Registrations can be obtained from the CIDB website at:

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

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

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

Tenderers are to include, at the back of this page, a printout of their CIDB Registration and Status.

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.14 JOINT VENTURES AGREEMENTS

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

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

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

INTENT TO FORM A JOINT VENTURE

Should our submission for CONTRACT: 29925-5E be successful, a Joint Venture will be established by the parties as

Joint Venture Title (name):

Represented by (name):

Tel:

Lead Partner/ Member 1

Entity Name:

Ownership Interest in JV %:

CSD Registration:

CIDB #:

Represented by (name):

Signature:

Partner/ Member 2

Entity Name:

Ownership Interest in JV %:

CSD Registration:

CIDB #:

Represented by (name):

Signature:

Partner/ Member 3

Entity Name:

Ownership Interest in JV %:

CSD Registration:

CIDB #:

Represented by (name):

Signature:

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

T2.2.15 RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

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

Tenderers are to include, at the back of this page, a printout of the addendum issued. (if applicable)

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

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.16 ELIGIBILITY: EXPERIENCE OF TENDERER

Reference is to be made to the **Tender Data: C.2.1.3**.

Only those Tenderers that can demonstrate experience and submit the associated documentation/ information, in works of a similar nature, within the past 10 years, will be eligible to have their tenders evaluated in terms of **Tender Data: C.3.11**.

- The **Eligibility Criteria Requirement** is as stated on **Table 1: “Experience Requirement”**.
- The experience is to be “**Similar in Nature**” to that specified on **Table 2: “Works of a Similar Nature”**. Tenderers are to note the exclusions (if any) stated on this table.
- The **Documentation/ Information** that is required is specified on **Table 3: “Documentation/ Information Requirements”** (which includes the Notes below the table).
- Tenderers may submit experience gained as **Sub-Contractors or Main Contractors**.

It is the responsibility of the Tenderer to ensure that the experience submissions comply with the requirements as stated in the Tender Data: C.2.1.3.

Guidance to Tenderers: Experience Submission Form

Client / Employer Details

- Provide details for whom the works were carried out (works owner).
- Provide **Contact details of the Client or Main Contractor** (if experience was gained as a sub-contractor) is required to be provided.

The contact details may be used by the Employer to verify the information, pertaining to the experience submission. Should the Employer’s reasonable attempts to make contact with the Client or Main Contractor fail (for whatever reason), that specific experience submission may be considered invalid.

Contract Details

- Provide the **Contract Reference Number** and **Contract Title**.
- Indicate if this contract has been completed or is still in progress.
- Provide **Contract Dates**.
- Provide **Contract Values** - Where works are still in progress, provide the value of works that have been completed as detailed on the most recent payment to the Contractor / Sub-Contractor. If the works are complete, provide the Final Value of the sub-contract or Final Contract Price.

Scope of Works

- Indicate the **Works Type(s)** that best describe the works included in the project.
Select the most applicable option (only 1).
- Indicate the **Works Elements(s)** that were included in the project.
Select any elements that were included in the contract.

Joint Ventures

In the event of a Joint Venture (JV) tendering for this contract, experience gained by the separate entities making up the JV may be used as experience, provided that the experience complies with the requirements, as stipulated in **Table 1**, and that the required documentation/ information is provided.

(T2.2.16 is continued on the next page)

Confirmation of submission of Information/ Documentation

The Tenderer is to indicate (by marking with an "X" in the shaded column) the documentation that has been included in this tender submission, in support of each experience submission.

		If submitted, mark with an "X"
SUBMISSION #1	Experience Submission Form (completed and signed)	
	Proof of Sub-Contract Agreement (if experience was gained as a sub-contractor)	
	Letter of Award OR Form of Offer & Acceptance	
	Most recent Payment Certificate (with Quantities summary), OR most recent INVOICE (with Quantities summary)	
	Final Payment Certificate (with Quantities summary), OR most recent INVOICE (with Quantities summary)	
	Completion Certificate	
SUBMISSION #2	Experience Submission Form (completed and signed)	
	Proof of Sub-Contract Agreement (if experience was gained as a sub-contractor)	
	Letter of Award OR Form of Offer & Acceptance	
	Most recent Payment Certificate (with Quantities summary), OR most recent INVOICE (with Quantities summary)	
	Final Payment Certificate (with Quantities summary), OR most recent INVOICE (with Quantities summary)	
	Completion Certificate	
SUBMISSION #3	Experience Submission Form (completed and signed)	
	Proof of Sub-Contract Agreement (if experience was gained as a sub-contractor)	
	Letter of Award OR Form of Offer & Acceptance	
	Most recent Payment Certificate (with Quantities summary), OR most recent INVOICE (with Quantities summary)	
	Final Payment Certificate (with Quantities summary), OR most recent INVOICE (with Quantities summary)	
	Completion Certificate	

Note: Should there be insufficient evidence for verification of the information submitted for any specific experience submission, that experience submission WILL be deemed invalid.

*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: _____

EXPERIENCE SUBMISSION #1Reference is to be made to the **Tender Data: C.2.1.3.**

(Where required, in the shaded areas, clearly mark selection with an "X" or circle applicable)

Experience as a:	Sub-Contractor:		Main Contractor:	
-------------------------	------------------------	--	-------------------------	--

Client/ Employer OR Main Contractor's Details Should the Employer's reasonable attempts to make contact, to verify the information provided, fail (for whatever reason) this experience submission WILL be considered invalid.	Entity Name:														
	Contact Name:														
	Contact Tel:					-					-				
	Contact Cell:					-					-				
	Contact email / other:														
Enter the Client/ Employer's details, OR, if the works was done as a sub-contractor, enter the Main Contractor's Details															

Contract Details	Contract (Reference) Number:														
	Contract Title:														
	Has this Contract been completed?	Y	N	Commencement Date:		d	d	m	m	2	0	y	y		
				Completion Date (if applicable):		d	d	m	m	2	0	y	y		
Tendered Value (Contract Sum) OR Sub-Contract Value:		R	Final Contract Price OR Final Value of Sub-Contract:		R										

Contract Scope-of-Work (Type of Project and Works Elements):

Which Works Type(s) best describe the project?		new road construction		
road widening/upgrades		intersection improvements		
gravel to surfaced road upgrades		access road upgrades		
major parking areas		interim roadways to informal settlements		
OTHER: provide a description of the type of project				

Which Works Element(s) were included in the project?		bulk earthworks		
roadway layer-works		asphalt roadway surfacing		
kerbing/ channelling		sidewalk/ walkway construction		
traffic calming measures		stormwater drainage		
retaining structures		dealing with underground services		
OTHER: List works elements included in project				

Confirmation of documentation submitted is to be recorded on Page 55.

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:

EXPERIENCE SUBMISSION #1Reference is to be made to **Tender Data: C.2.1.3.**

(Where required, in the shaded areas, clearly mark selection with an "X" or circle applicable)

Experience as a:	Sub-Contractor:		Main Contractor:	
-------------------------	------------------------	--	-------------------------	--

Client/ Employer OR Main Contractor's Details Should the Employer's reasonable attempts to make contact, to verify the information provided, fail (for whatever reason) this experience submission WILL be considered invalid.	Entity Name:														
	Contact Name:														
	Contact Tel:					-					-				
	Contact Cell:					-					-				
	Contact email / other:														
Enter the Client/ Employer's details, OR, if the works was done as a sub-contractor, enter the Main Contractor's Details															

Contract Details	Contract (Reference) Number:																						
	Contract Title:																						
	Has this Contract been completed?		Y	N	Commencement Date:		d	d	m	m	2	0	y	y	Completion Date (if applicable):		d	d	m	m	2	0	y
Tendered Value (Contract Sum) OR Sub-Contract Value:		R	Final Contract Price OR Final Value of Sub-Contract:		R																		

Contract Scope-of-Work (Type of Project and Works Elements):

Which Works Type(s) best describe the project?		Pedestrian Bridge	
Stormwater related structure (culverts etc)		Road Bridge and related structures	
Retaining structures		Maintenance and repairs to structures	
OTHER: provide a description of the type of project			

Which Works Element(s) were included in the project?		Reinforced concrete construction.	
Retaining walls (reinforced concrete, masonry, gabion, proprietary block systems etc).		Reinforced concrete repairs (spalling, member replacement, use of specialist products etc).	
Reinforced and prestressed concrete pedestrian and road bridges.		Specialist proprietary product repair systems or approved product applicator for specific specialist proprietary products.	
Reinforced concrete pedestrian bridges.		Structural steel construction and repairs and application of steel protection systems.	
Structural steel pedestrian bridges.			
OTHER: List works elements included in project			

Confirmation of documentation submitted is to be recorded on Page 55.

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:

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

Tenderers are to include, at the back of this page, a completed returnable form T2.2.16 and supporting documents for each project submitted.

[illegible]

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

Date

T2.2.17 PROPOSED ORGANISATION and STAFFING

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

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

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

The tenderer should be aware that the employee categories of Project Manager, Contract Administrator, Electrician Assistant, and General Worker do not fall under the functionality criteria like Electrician and Disconnecter. However, these roles are part of the staffing composition for this contract.

The tenderer must attach his / her organization and staffing proposals to this page. (This is to include both the on-site and off-site staffing resources used for this project)

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.18 KEY PERSONNEL (ELECTRICIAN)

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

The Tenderer shall list below the personnel which he intends to utilize on the Works, including key personnel (Electrician) that form part of the Functionality Evaluation Criteria.

Tenderers are to include, at the back of this page for electricians declared below.

- 1. Updated CV (maximum 2 pages)**
- 2. Certified ID Copy**
- 3. Certified Trade Test for electricians**
- 4. A Sworn Affidavit by Electrician (Confirmation of Employment)**
- 5. Certified Competency Certificate (if applicable)**

Employee Category		Electrician
Minimum Number Required		2
Name	ID Number	Competency

Attach additional pages if more space is required

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

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

SWORN AFFIDAVIT BY AN ELECTRICIAN

I, the undersigned,

Full Name & Surname	
Identity Number	
Competency	
Contact Number	
Address	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I hereby declare my consent to be utilised as a resource for contract number 29925(5E) with the following enterprise and I confirm that I have not given my consent to any other bidder for this contract.
3. I understand and aware that if I submit my name as a resource to any bidder other than the one listed below may result in the termination of my involvement in contract number 29925(5E).
4. I am giving consent to the evaluation panel to contact me should my name appear to two or more bidders so that I can give clarity and I am aware that failure to appear will result in the termination of my involvement in contract number 29925(5E).
5. I am aware of the scope of work to be conducted on this contract and I give consent to eThekweni Electricity officials to conduct verification of my qualifications submitted.
6. I am aware that any false statements or misrepresentation may result in the termination of my involvement in contract number 29925(5E)
7. I know and understand the contents of this affidavit and I have no objection to take prescribed oath and consider the oath binding on my conscience.

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

Deponent Signature_____

Date_____

Commissioner of Oaths

Signature & Stamp

T2.2.19 KEY PERSONNEL (DISCONNECTOR)

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

The Tenderer shall list below the personnel which he intends to utilize on the Works, including key personnel (Disconnecter) that form part of the Functionality Evaluation Criteria.

Tenderers are to include, at the back of this page for disconnectors declared below.

- 1. Updated CV (maximum 2 pages)**
- 2. Certified ID Copy**
- 3. A Sworn Affidavit by Disconnector (Confirmation of Employment)**
- 4. Certified Competency Certificate (if applicable)**

Employee Category		Disconnector Level 2
Minimum Number Required		4
Name	ID Number	Competency

Attach additional pages if more space is required

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

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

SWORN AFFIDAVIT BY A DISCONNECTOR

I, the undersigned,

Full Name & Surname	
Identity Number	
Competency	
Contact Number	
Address	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I hereby declare my consent to be utilised as a resource for contract number 29925(5E) with the following enterprise and I confirm that I have not given my consent to any other bidder for this contract.
3. I understand and aware that if I submit my name as a resource to any bidder other than the one listed below may result in the termination of my involvement in contract number 29925(5E).
4. I am giving consent to the evaluation panel to contact me should my name appear to two or more bidders so that I can give clarity and I am aware that failure to appear will result in the termination of my involvement in contract number 29925(5E).
5. I am aware of the scope of work to be conducted on this contract and I give consent to eThekwinI Electricity officials to conduct verification of my qualifications submitted.
6. I am aware that any false statements or misrepresentation may result in the termination of my involvement in contract number 29925(5E)
7. I know and understand the contents of this affidavit and I have no objection to take prescribed oath and consider the oath binding on my conscience.

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

Deponent Signature_____

Date_____

Commissioner of Oaths

Signature & Stamp

T2.2.20 SECURITY MEASURES

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

Tenderer is advised that work is to be carried out in areas which are subject to sporadic violence, crime, unrest and that if successful shall be willing to perform the functions in these areas without procrastination. Tenderer is required to acquire security services at their own cost. By signing below, the Tenderer acknowledges this requirement and agrees to adhere to it if successful.

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.21 METHODOLOGY AND QUALITY CONTROL

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

Tenderer is required to provide a comprehensive methodology and quality control that clearly demonstrates their understanding of the scope of work. The submitted methodology should address the following subheadings:

1.Scope of Work

Outline the specific tasks and responsibilities involved in the project.

2.Risk Management

Detail the strategies and measures that will be implemented to identify, assess, and mitigate potential risks associated with the project.

3.Health and Safety Management

Describe the protocols and practices that will be put in place to ensure the health and safety of all personnel involved in the project.

4.Communication

Explain the communication plan that will be used to facilitate effective information exchange among all stakeholders throughout the project.

The Tenderer must attach his / her Methodology and Quality Control information to this page.

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.23 VEHICLES

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

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

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

(a) Details of vehicles that are owned by company or director(s)/member(s).

Make, Series Name, Vehicle Category and Description	Registration Number	Year Of Manufacture

Attach additional pages if more space is required

(b) Details of vehicles that will be hired.

Vehicle Category and Description	Quantity	Source

Attach additional pages if more space is required

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.24 CONTRACTOR'S HEALTH AND SAFETY PLAN

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

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

PART C1: AGREEMENT AND CONTRACT DATA

C1.1: FORM OF OFFER AND ACCEPTANCE

C1.1.1: OFFER

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

Contract No: **29925-5E**

Contract Title: **Disconnection, Reconnection and Inspection of Electrical Services/Meters within the Supply Area of eThekweni Electricity During a Thirty-Six Month Period**

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

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

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

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

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

For the Tenderer:

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

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

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

Capacity (of Signatory) :

Address :

:

Telephone :

Witness:

Signature : **Date** :

Name (in capitals) : :

Notes:

*** Indicates what information is mandatory.**

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

C1.1: FORM OF OFFER AND ACCEPTANCE

C1.1.2: FORM OF ACCEPTANCE

This Form will be completed by the Employer

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

The terms of the contract are contained in:

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

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

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

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

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

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

Name (*of signatory in capitals*) :

Capacity (*of Signatory*) :

Name of Employer (*organisation*) :

Address :

:

Witness:

Signature : **Date** :

Name(*in capitals*) : :

C1.1: FORM OF OFFER AND ACCEPTANCE

C1.1.3: SCHEDULE OF DEVIATIONS

This form will be completed by THE EMPLOYER and ONLY THE SUCCESSFUL TENDERER

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

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

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

FOR THE TENDERER

FOR THE EMPLOYER

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

C1.2: CONTRACT DATA

C1.2.1 CONDITIONS OF CONTRACT

C1.2.1.1 GENERAL CONDITIONS OF CONTRACT

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

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

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

C1.2.2 CONTRACT DATA

C1.2.2.1 DATA TO BE PROVIDED BY THE EMPLOYER

1.1.1.13 The **Defects Liability Period**, from the date of the Certificate of Completion, is **1 Year**.

1.1.1.14 The **time for achieving Practical Completion**, from the Commencement Date is **78 Weeks**. The period as stated in 5.3.2, and the 7 days referred to in 5.3.3, are included in the above time for achieving Practical Completion. The special non-working days as stated in 5.8.1 are excluded from the above time for achieving Practical Completion.

1.1.1.15 The Employer is the eThekwin Municipality as represented by: Mr. Leshan Moodliar
Deputy Head: **Customer Services and Sales**

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

1.1.1.16 The **name of the Employer's Agent** is Mr. Mpiyakhe George Mashinini

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

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

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

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

- 4.11.1 To carry out and complete the works, the Contractor shall employ a competent Site Agent and Foreman as part of the key staff. It is a requirement for the Contractor's Site Agent and Foreman to each have a minimum of 3 years relevant experience including experience on projects of a similar nature. The CV's of the Site Agent and the Foreman should be submitted to the Employer's Agent's Representative for acceptance by the Department (reference is made to Cl.5.3.1 of the Contract Data).

Note:

- i) "similar nature" implies projects that were of a value of at least 70% of this tender's value, and had a comparable Scope of Work in terms of technical requirements and operations.
- ii) "experience" implies experience on projects of a similar nature.
- iii) "accredited degree / diploma" implies a minimum 3-year qualification within the built environment, from a registered University or Institute of Technology.

- 5.3.1 The **documentation required** before commencement with Works execution are:

- Health and Safety Plan (refer to Clause 4.3)
- Initial Programme (refer to Clause 5.6)
- Security (refer to Clause 6.2)
- Insurance (refer to Clause 8.6)
- CV(s) of Key Site Staff (refer to Clause 4.11.1)
- CPG Implementation Plan (if applicable)
- If required to be registered, in terms of the Occupational Injuries and Diseases Act (130 of 1993 as amended), the Contractor is to supply proof of being registered and in good standing with the compensation fund by submitting a valid Letter of Good Standing from the Compensation Commissioner. Should the Contractor's Letter of Good Standing be expired, but an application for renewal has been made, the Contractor is to submit the expired Letter of Good Standing AND proof of an application for renewal.

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

- 5.3.3 Add the following paragraph:

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

- 5.8.1 The **non-working days** are Sundays.

- (5.1.1) The **special non-working** days are:

- All statutory holidays as declared by National or Regional Government.
- The year-end break:
 - Commencing on the first working day after 15 December.
 - Work resumes on the first working day after 5 January of the next year.

- 5.8.1 Delete the words "sunset and sunrise" and replace with "17:00 and 07:00".

- 5.12.2.2 **Abnormal Climatic Conditions (Rain Delays)** - The numbers of days per month, on which work is expected not to be possible as a result of rainfall, for which the Contractor shall make provision, is given in the table below. During the execution of the Works, the Employer's Agent's Representative will certify a day lost due to rainfall only if at least 75% of the work force and plant on site could not work during that specific working day.

Extension of time as a result of rainfall shall be calculated monthly being equal to the number days certified by the Employer's Agent's Representative as lost due to rainfall, less the number of days allowed for as in table below, which could result in a negative figure for certain months. The total extension of time for which the Contractor may apply, shall be the cumulative algebraic sum of the monthly extensions. Should the sum thus obtained be negative, the extension of time shall be taken as NIL.

<u>Month</u>	<u>Days Lost</u>	<u>Average Rainfall</u>	<u>Month</u>	<u>Days Lost</u>	<u>Average Rainfall</u>
January	4*	134	July	1	39
February	3	113	August	2	62
March	3	120	September	2	73
April	2	73	October	3	98
May	2	59	November	3	108
June	1	28	December	1*	102
TOTAL	27	1009mm	* = The number of working days lost allows for the annual statutory Construction holiday in December and January of each year.		

5.13.1 The **penalty for delay** in failing to complete the Works is **unit price of the affected BOQ item multiplied by 3**

5.14.1 The **requirements for achieving Practical Completion** will be determined by the Employer's Agent (in consultation with the Contractor) and recorded in the minutes of the first Site Meeting / Handover Meeting. (Refer to 1.1.1.24 for a generic definition.) The requirements are to be regularly reviewed with respect to any variations to the Contract.

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

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

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

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

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

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

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

6.8.2 **Contract Price Adjustment Factor**: The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule (GCC 2015 - page 86) with the following Indices / Descriptions / Coefficients:

- The proportion not subject to adjustment: **x = 0.10**.
- The base month will be the month prior to the month in which tenders close.
- The Index for, **Plant, Materials, and Fuel** shall be based on **2023 = 100**.

- The Index for **Labour** shall be based on **2024 = 100**.

	STATS SA Statistical Release	Table	Description	Coefficient
• "L" is the "Labour Index"	P0141	Table A	Geographic Indices; CPI per Province; Kwa-Zulu Natal	a = 0.28
• "P" is the • "Contractor's Equipment Index"	P0151.1	Table 4	Plant and Equipment	b = 0.28
• "M" is the "Materials Index"	P0151.1	Table 6	Civil Engineering Material (excluding bitumen)	c = 0.38
• "F" is the "Fuel Index"	P0142.1	Table 1	Coke, petroleum, chemical, rubber and plastic products; Coal and petroleum products; Diesel	d = 0.06

6.10.3 **Retention Money:** Delete the word "selected".

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

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

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

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

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

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

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

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

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

Third Party Insurance (Public Liability)

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

Principal's own surrounding Property Insurance

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

Insurance of Works

- Minimum amount for additional removal of debris (no damage): **Nil**

- Minimum amount for temporary storage of materials off site, excluding Contractor's own premises: **Nil**
- Minimum amount for transit of materials to site: **Nil**

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

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

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

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

10.7.1 Failing ad-hoc adjudication, the determination of disputes shall be by arbitration.

10.8.1 Failing ad-hoc adjudication, the determination of disputes shall be by court proceedings.

C1.2.2.2 DATA TO BE PROVIDED BY CONTRACTOR

1.1.1.9 The legal name of Contractor is:

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1.2.1.2 The Physical address of the Contractor is:

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The Postal address of the Contractor is:

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The contact numbers of the Contractor are:

Telephone:

Fax:

The E-Mail address of the Contractor is:

.....

C1.2.3 ADDITIONAL CONDITIONS OF CONTRACT

C1.2.3.1 COMMUNITY LIAISON OFFICER

The Ward Councillor(s) in whose ward(s) work is to be done will, collectively, identify a community liaison officer (CLO) for the project and make the person known to the Contractor within two days of being requested to do so. The Contractor will be required to enter a written contract with the CLO that specifies:

- The hours of work and the wage rate of the CLO (200% of the Civil Engineering Industry minimum wage).
- The duration of the appointment.
- The duties to be undertaken by the CLO which could include:
 - Assisting in all respects relating to the recruitment of local labour.
 - Acting as a source of information for the community and councillors on issues related to the contract.
 - Keeping the Contractor advised on community issues and issues pertaining to local security.
 - Assisting in setting up any meetings or negotiations with affected parties.
 - Keeping a written record of any labour or community issue that may arise.
 - Any other duties that may be required by the Contractor.

Responsibility for the identification of a pool of suitable labour shall rest with the CLO, although the Contractor shall have the right to choose from that pool. The Contractor shall have the right to determine the total number labourers required at any one time and this may vary during the contract.

The Contractor shall have the right to replace labour that is not performing adequately. Should such occasion arise, it must be done in conjunction with the CLO.

Payment: The CLO will be reimbursed from the PC Sum item in the Preliminary & General Section of the Bill of Quantities.

C1.2.3.2 EMPLOYMENT OF LOCAL LABOUR

It is a condition of contract that the contractor will be required to employ local labour as specified in eThekweni Council Policy "The use of CLOs and Local Labour". The contractor will be required to ensure that a minimum of 50% of the labour force is made up of local labour. For the purposes of this contract, "Local labour" will be deemed to be any **persons who reside within various Ward(s)**. The contractor will be required to provide proof of authenticity of local labour. Signed confirmation by the appointed CLO will suffice for this.

No additional costs will be entertained due to this Particular Specification. The contractor will remain responsible for providing proper supervision of all labour and will be responsible for the quality of work produced.

C1.2.3.3 CONTRACTOR PARTICIPATION GOAL (CPG) N/A

Since this contract is an allocation of the 30% CPG for contract 29333 (5E) to contractors who are **>51%** owned by Black People.

C1.2.3.4 FTE (Full Time Equivalent) EMPLOYMENT INFORMATION

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

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

Level 1 Unknown	Level 2 No Schooling	Level 3 Grade 1-3	Level 4 Grade 4	Level 5 Grade 5-6
Level 6 Grade 7-8	Level 7 Grade 9	Level 8 Grade 10-11	Level 9 Grade 12	Level 10 Post Matric
Category A: Employed as Local Labour for this contract only Category B: Temporarily employed by the Contractor Category C: Permanently employed by the Contractor				

- Category of Employment

In addition, the following information is required in respect of each person listed above, on a monthly basis:

- Number of days worked during the month;
- Daily wage rate;
- Number of training days during the month.

The information is to be forwarded in a format acceptable to the Employer's Agent's Representative, but preferably in the form of an emailed EXCEL file (an original file, to be used as a template, will be issued to the Contractor). Contractors without computer facilities will be required to submit a hard copy of the information in a format as agreed to between the Contractor and the Employer's Agent's Representative.

In addition to the tax invoice, to be submitted by the Contractor with his monthly statement, mentioned in Clause 6.10.4 of GCC 2015, the Employer reserves the right to withhold payment until the monthly FTE information has been forwarded to the Employer's Agent's Representative. No additional payment for complying with the above will be made and the Contractor is to make allowance for complying through the time related P & G items (sum) under Part AA: Preliminaries, of the Bill of Quantities.

C1.2.3.5 PERFORMANCE MONITORING OF SERVICE PROVIDERS

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

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

C1.2.3.6 EXCEPTED RISKS (Clause 8.3)

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

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

C1.2.3.7 CIDB B.U.I.L.D. PROGRAMME

a) CIDB Skills Standard

It will be a condition of contract that the Contractor shall, in the performance of the contract, achieve the **Contract Skills Development Goal** (CSDG) established in the below referenced standard:

- CIDB Standard for Developing Skills Through Infrastructure Contracts, published in Gazette Notice No. 48491 of 28 April 2023.

b) CIDB Indirect Targeting Standard

It will be a condition of contract that the Contractor shall, in the performance of the contract, achieve the **Contract Participation Goal** (CPG) relating to the engagement of targeted enterprises as established in the below referenced standard:

- CIDB Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, published in Gazette Notice No. 36190 of 25 February 2013.

C2.1: PRICING ASSUMPTIONS / INSTRUCTIONS

C2.1.1 GENERAL

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

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

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

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

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

C2.1.3 QUANTITIES REFLECTED IN THE SCHEDULE

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

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

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

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

C2.1.5 MONTHLY PAYMENTS

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

C2.1.4 PROVISIONAL SUMS / PRIME COST SUMS

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

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

C2.1.6 PRICING OF THE BILL OF QUANTITIES

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

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

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

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

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

C2.1.7 "RATE ONLY" ITEMS

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

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

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

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

C2.1.8 PRELIMINARY AND GENERAL

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

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

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

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

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

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

C2.2: BILL OF QUANTITIES

The Bill of Quantities follows and comprises of 7 pages. The pages are numbered **BoQ 82 to BoQ 88**

C.2.2.1 BILL OF QUANTITIES

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

Company Stamp					
Item	Description	Unit	Year 1 Unit Price Exc. VAT	Year 2 Unit Price Exc. VAT	Year 3 Unit Price Exc. VAT
1.	Normal Disconnection (Single or Three phase) Price per disconnection and report on a single-phase meter in accordance with the requirements of this enquiry. (See clause 3.3.2.2 of the Standard Specification.)	Each			
2.	Doctored /Hard disconnection at CDU (Single phase) Price per disconnection and report on a single-phase meter in accordance with the requirements of this enquiry. See clause 3.3.2.3 of Standard Specification	Each			
3.	Doctored /Hard disconnection at CDU (Three phase) Price per disconnection and report on a three-phase meter in accordance with the requirements of this enquiry. See clause 3.3.2.3&3.3.2.4a of Standard Specification.	Each			
4.	Hard disconnection at the pole (Single phase) Price per disconnection and report on a single-phase meter in accordance with the requirements of this enquiry. (See clause 3.3.2.4a of Standard Specification.)	Each			

Company Stamp					
5.	Hard disconnection at the pole (Three phase) Price per disconnection and report on a three-phase meter in accordance with the requirements of this enquiry. (See clause 3.3.2.4a of the Standard Specification.)	Each			
6	Unfused CDU/Pole Disconnection Price per disconnection and report on an unfused CDU/pole in accordance with the requirements of this enquiry. (See clause 3.3.2.4b of the Standard Specification.)	Each			
7	Low Voltage Circuit Disconnection Price per disconnection and report on LV circuit disconnection in accordance with the requirements of this enquiry. (See clause 3.3.2.4c of the Standard Specification.)	Each			
8.	Normal Reconnection (Single or Three phase) Price per reconnection and report on a single-phase meter in accordance with the requirements of this enquiry. (See clause 3.3.6.1 of the Standard Specification.)	Each			
9.	Doctored /Hard reconnection at CDU (Single phase) Price per reconnection and report on a single-phase meter in accordance with the requirements of this enquiry. (See clause 3.3.6.1 of the Standard Specification.)	Each			
10.	Doctored /Hard reconnection at CDU (Three phase) Price per reconnection and report on a three-phase meter in accordance with the requirements of this enquiry. (See clause 3.3.6.1 of the Standard Specification.)	Each			
11.	Hard reconnection at the pole (Single phase) Price per reconnection and report on a single-phase meter in accordance with the requirements of this enquiry. (See clause 3.3.6.1 of the Standard Specification.)	Each			

Company Stamp					
12.	Hard reconnection at the pole (Three phase) Price per reconnection and report on a single-phase meter in accordance with the requirements of this enquiry. (See clause 3.3.6.1 of the Standard Specification.)	Each			
13	Unfused CDU/Pole Reconnection Price per reconnection and report on an unfused CDU/pole in accordance with the requirements of this enquiry. (See clause 3.3.6.1 of the Standard Specification.)	Each			
14	Low Voltage Circuit Reconnection Price per reconnection and report on LV circuit disconnection in accordance with the requirements of this enquiry. (See clause 3.3.6.1 of the Standard Specification.)	Each			
15.	Inspection (L2) Price per inspection in accordance with the requirements of this enquiry (see Clause 3.3.2.9 and 3.3.1.14 of the Standard Specification.)	Each			
16.	Special hard Disconnection Price per disconnection in accordance with the requirements of this enquiry (See clause 3.3.1.4 of the Standard Specification).	Each			
17.	Meter/Smart Meter Replacements (Single phase) Price per replacement of a single phase in accordance with the requirements of this enquiry (See Clause 3.3.6.2.1 of the Standard Specification.)	Each			
18.	Meter/Smart Meter Replacements (Three phase) Price per replacement of a single phase in accordance with the requirements of this enquiry (See Clause 3.3.6.2.1 of the Standard Specification.)	Each			

Company Stamp					
19.	Installation of temporary meter room door Price per installation of a temporary cardboard meter room door, using steel nails in accordance with requirements of this enquiry. (See Clause C.3.3.8 of the Standard Specification.)	Each			
20.	Securing of meter room door Price per door secured in accordance with requirements of this enquiry. (See Clause C.3.3.9 of the Standard Specification.)	Each			
21.	Replacement of a fuse base and carrier with similar or circuit breaker. Price per replacement of a fuse base and carrier with a circuit breaker in a meter room / meter box or similar type fuse base and carrier, in the case of a CDU or pole. (See Clause C.3.3.10 of the Standard Specification.)	Each			
22	Installation of a Four-way box Price per installation of a Four-way box in accordance with the requirements of this enquiry. (See clause 3.3.13.4 of the Standard Specification	Each			
23.	SCR Disconnection Price per service cable (SCR) disconnection in accordance with the requirements of this enquiry. (See clause 3.3.2.5 of the Standard Specification.)	Each			
24.	Remove all Gear (RAG) Price per removal of all gear with the requirements of this enquiry (See clause 3.3.2.6 of the Standard Specification.)	Each			
25.	Live / Dead Seal Price per Live seal as per the requirements of this enquiry (See clause 3.3.2.7 of the Standard Specification.)	Each			

Company Stamp					
26.	SCR Reconnection Price per service cable removal (SCR) reconnection in accordance with the requirements of this enquiry (See Clause 3.3.6.3 of the Standard Specification.)	Each			
27.	Split Meter Conversions Price per split meter conversion in accordance with the requirements of this enquiry (See Clause 3.3.6.4 of the Standard Specification.)	Each			
28.	Keypad Meter Replacements (Prepaid meters) Price per replacement of a prepaid meter in accordance with the requirements of this enquiry (See Clause 3.3.6.2.2) of the Standard Specification.)	Each			
29.	Reinstatement of connections Price per reinstatement of a connection in accordance with the requirements of this enquiry (See Clause 3.3.6.5 of the Standard Specification.)	Each			
30.	Credit to Prepaid meter retrofit Price per retrofit of credit to prepaid meter in accordance with the requirements of this enquiry (See Clause 3.3.2.8 of the Standard Specification.)	Each			
31.	Remove Prepaid meter Price per removal of prepaid meter with the requirements of this enquiry (See clause 3.3.2.6 of the Standard Specification.)	Each			
32.	Remove Credit meter Price per removal of prepaid meter with the requirements of this enquiry (See clause 3.3.2.6 of the Standard Specification.)	Each			
33.	Electrician Inspection Price per Electrician Inspection in accordance with the requirements of this enquiry (See Clause 3.3.1.7 of the Standard Specification.)	Each			

Company Stamp					
34.	PLC Meter Changes Price per PLC Meter Change in accordance with the requirements of this enquiry (see Clause 3.3.6.6 of the Standard Specification.)	Each			
35.	Split Meter Changes Price per Split Meter Change in accordance with the requirements of this enquiry (see Clause 3.3.6.7 of the Standard Specification.)	Each			
36.	Removal of Bypass, Tamper Reset, Key Change and/or Change of Mode Price per Removal of Bypass in accordance with the requirements of this enquiry (see Clause 3.3.1.22 of the Standard Specification.)	Each			
37	Level 2 Fixed Team Price per hourly rate of level 2 fixed team in accordance with the requirements of this enquiry. (See clause 3.2.4.1 of the Project Specification)	Hour			
38	Supervisor Team Price per hourly rate of a supervisor team in accordance with the requirements of this enquiry. (See clause 3.2.5 of the Project Specification)	Hour			
39.	Electrician Fixed Team: <ol style="list-style-type: none"> 1. Competent Electrician trained in terms of eThekweni Electricity Codes of Practice and Safety Rules with competency cards 2. General worker 3. Roadworthy vehicles (van) as per clause 10.0 of Standard specifications of the contract Equipment as per tool list in clause C.3.2.17 of Project Specifications of the contract	Hour			
Total					

Total Unit Rate Year 1 + Year 2 + year 3	
Vat	
Total Unit Rate Year (1,2 and 3) + Vat To be carried to the form of offer	

PART C3: SCOPE OF WORK

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C3.1: PROJECT DESCRIPTION AND SCOPE OF CONTRACT

C3.1.1 Description of Works

eThekwini Electricity intends to appoint upto 3 contractors engaging the services of contractors to undertake the disconnection, reconnection and inspection of electrical services/meters in the Central, Southern and Northern Regions of Supply on the basis of a thirty-six-month contract.

Each appointed Contractor shall be required to provide disconnection, reconnection, and inspection crews, as identified in the staff declaration of the Contract.

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

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

C3.2: PROJECT SPECIFICATION

PREAMBLE

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

C3.2.1 GENERAL

C.3.2.2 Competency of Contractor's Staff

It shall be a requirement of this contract that the Contractor's electrician employees to carry out work in terms of this contract are deemed competent

It shall be a requirement of this contract that the contractors specifically trained person employed to carry out work in terms of this contract are deemed competent in terms of eThekweni Electricity Codes of Practice and Safety Rules.

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

The following are requirements for disconnection/reconnection and Inspection Teams;

C.3.2.3 Electrician team

The contractor shall be required to provide **Two (2)** electrician team, as defined below, so that the required hours of service and contractors performance requirements may be maintained. Additional teams may be required on request.

Each electrician team shall consist of the following:

- (a) Two (2) competent Electricians, who shall have been deemed competent by eThekweni Electricity in Revenue Protection
- (b) Two (2) Electrician assistants who shall assist the Electrician.
- (c) 4x4 Vans as approved by the Engineer, with lock-able weather proof canopy, suitable ladder racks and metal truck to carry equipment.
- (d) One set of equipment per electrician as defined in **Clause C.3.2.16** of the Project Specifications of Contract.

C.3.2.4 Disconnection/Reconnection Teams (Specifically Trained Persons Level 2)

The Contractor shall be required to provide a minimum of Five (5) Level 2 disconnection/reconnection teams so that the required hours of service and contractors performance requirements may be maintained. Additional teams may be required on request.

3.2.4.1 Each Specifically Trained Person (Level 2) team shall consist of the following:

- (a) One Specifically Trained Person (Level 2).
- (b) One (1) General Worker to assist the Specifically Trained Person (Level 2).
- (c) A Van as approved by the Engineer, with lock-able weather proof canopy, suitable ladder racks and metal truck to carry equipment and/or as indicated on vehicles declaration of the contract
- (d) One set of equipment as defined in **Clause C.3.2.17** of the Standard specifications of contract.
- (e)

C.3.2.5 Supervision Team

The contractor shall be required to provide a minimum of **One (1)** supervision team, as defined below, such that the required hours of service and contractors' performance requirements may be maintained. Additional teams may be required on request.

Each inspection team shall consist of the following:

- (a) One (1) Specifically Trained Person (Level 2)
- (b) One (1) General Worker to assist the Specifically Trained Person (Level 2).
- (c) A van as approved by the Engineer and as indicated on vehicles declaration of the contract
- (d) Conditions of Contract. One set equipment as defined in **Clause C.3.2.19** of the project specifications

C.3.2.6 Training

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

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

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

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

Contractor staff will be trained to use any device or advanced solution implemented for the processing of disconnections and reconnections.

EThekwini Electricity reserves the right to not accept any of the contractor's personnel who have been allocated to this project, if it is deemed that the person(s) do not have sufficient experience or qualifications. EThekwini Electricity may give reasons for the non-acceptance of any of the contractors' personnel but is not obliged to do so.

It will be the Contractors responsibility to ensure that existing services provided by eThekwini Electricity are not compromised, hence should a Contractor declare an Electrician who is already committed to an existing contract then eThekwini Electricity would not consider that Electrician as being available to execute this contract. eThekwini Electricity is an essential service provider with limited resources and has no intention of redeploying existing resources.

C.3.2.7 Code of Conduct

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

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

All Contractor's staff shall:

- (a) Be suitably dressed as stipulated in **C.3.2.7** of the Project specifications of Contract.
- (b) Wear their personal eThekwini Electricity identification card on their overall or Shirt jacket.
- (c) Approach the relevant Customer in a courteous manner and identify themselves.

- (d) Inform the Customer of their intentions.
- (e) Strive to be Customer Services oriented.

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

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

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

C.3.2.8 Standard Dress Code

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

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

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

C.3.2.9 Contractor's Performance

The contractor shall be required to reconnect electrical services within 3 hours of the instruction being issued to the contractor by the Engineer. If circumstances warrant an extension period, the engineer may sanction this. The Engineer's decision in this regard shall be final and not subject to negotiation. All reconnections are to be completed on the day of issue. Where a reconnection cannot be completed due no access to properties, etc., the contractor shall leave a "calling card" with his/her name and contact telephone number.

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

The contractor staff shall be required to utilise a device provided by the Municipality or an advanced solution which is required to operate on the smart devices that the contractor was requested to purchase for the purpose of processing disconnections and reconnections. The device or advanced solution will be used to process disconnections and reconnections therefore if the device or advanced solution is not used by the contractor staff no disconnections or reconnections will be allocated to the contractor staff.

UTE's and UTL's should only be 20 % of the total work issued. Should this percentage increase remedies of non-performance will be implanted as per clause C.3.2.29.

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

C.3.2.10 Supervision

One Level 2 Disconnecter of the required six level 2 disconnectors shall be declared as the supervisor for this contract.

Bidders shall indicate to the engineer which Level 2 disconnector will function as a supervisor at the inception of the contract. The selection of the supervisor should be based on the background, experience and qualifications of said members of staff.

The supervisor shall undertake the number of required audits and assist Level 1 disconnectors for Pole disconnections and reconnections. They will be further required to undertake investigation for disconnections in error and relay relevant information to the appointed contracts officer. They will be required to undertake general supervision duties as required by the Engineer.

Where, at the discretion of the Head: Electricity, the supervision level falls below that which would be normally expected to ensure standards of workmanship and safety as defined under the technical specification, the contractor shall be instructed to replace the supervisor.

The Contractor shall cause all work to be carried out under the direct supervision of a Designated Person appointed by him in writing in accordance with the Occupational Health and Safety Act (85 of 1993) as amended.

Should the person appointed in terms of the staff declaration of Contract cease to be in charge before the contract has expired, the contractor shall make a further appointment immediately and shall lodge a copy of such new appointment with the Engineer.

C.3.2.11 Audit / Management of Contract

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

C.3.2.12 Control and Safe-keeping of Materials

In the course of execution of projects as envisaged under the scope of this specification, all materials will be provided by eThekweni Electricity and issued to the Contractor as and when required. Liability for collection, safe-keeping, proper and appropriate use and return to Materials Management Department's Springfield Store of such materials shall rest with the Contractor and any shortfall in the quantities utilised, or any damage sustained whilst in the possession of the contractor, shall be for the Contractor account at a full replacement value, plus the handling charge.

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

Each team will be provided with materials float as necessary.

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

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

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

- (a) meters
- (b) cable
- (c) cable jointing kits

- (d) circuit breakers and fuses
- (e) all other requested equipment

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

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

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

C.3.2.13 **Storage and Control of Reclaimed Services/equipment**

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

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

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

C.3.2.14 **Administrative and Storage Facilities**

All bidders must clearly state:

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

As indicated in **Clause C.3.2.12** of the Project specifications of Contract, all materials used will be issued by eThekweni Electricity. Accordingly, and in view of the value of such materials, bids will not be accepted from Contractors who cannot provide adequate storage and safe-keeping facilities for such materials.

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

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

C.3.2.15 **Plant and Equipment**

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

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

C.3.2.16 Electrician

Each Electrician shall be equipped with the following:

- (a) Suitable Geographic Positioning System (GPS) navigation units,
- (b) Pens
- (c) Clip boards
- (d) Fibreglass extension ladder
- (e) Suitable communication equipment (see Clause C.3.2.21 of Project Specifications)
- (f) Safety belt
- (g) Rubber gauntlets
- (h) Hard Hats (per person)
- (i) Multi-meters
- (j) Clamp-on meter (Tongtester)
- (k) Voltage tester similar or equivalent to Duspul
- (l) Fully equipped electrician's tool kit
- (m) Rubber Torch
- (n) All other equipment necessary to undertake the required disconnection /reconnection work.
- (o) Earth Fault Loop Impedance Tester.
- (p) One bolt cutter
- (q) Appropriate PPE (see Clause C.3.2.8)

C.3.2.17 Specifically Trained Person (Level 2) team

Each Specifically Trained Person (Level 2) shall be equipped with the following:

- (a) Pens
- (b) Clip Board
- (c) Suitable communication equipment (see Clause C.3.2.21 of Project Specifications)
- (d) Safety belt
- (e) Fibreglass extension ladder
- (f) Rubber gauntlets
- (g) Voltage tester similar or equivalent to Duspul
- (h) Fully equipped handyman's tool kit
- (i) Rubber Torch
- (j) Safety Goggles
- (k) Hard Hats (per person)
- (l) All other equipment necessary to undertake the required disconnection/ reconnection work.
- (m) One bolt cutter
- (n) A navigator and a map book
- (o) Appropriate PPE (see Clause C.3.2.8)

C.3.2.19 Inspection Teams

Each Inspector team shall be equipped with the following:

- (a) Suitable Geographic Positioning System (GPS) navigation units,
- (b) Pens
- (c) Clip boards
- (d) Torch
- (e) safety belt
- (f) Fibreglass extension ladder
- (g) Suitable communication equipment (see Clause C.3.2.21 of Project

- Specifications)
(h) Appropriate PPE (see Clause C.3.2.8)

C.3.2.20

Communication

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

- (a) Suitable Smart device (e.g. phone, tablet) at the discretion of the engineer. Including disconnection/reconnection, inspection, electrician team and supervisors. All devices are to include mobile charging units, back up batteries and must be equipped with active Bluetooth, SMS, Wi-Fi, email, internet connectivity and GPS navigation facilities.
- (b) The devices referred to in Clause 9.4 (a) with active GPS navigation facilities shall be on contract with the respective service provider for the entire contract period. The provider shall provide proof of these contracts prior to commencement of work on this tender.
- (c) Where the contractor is in possession of a device with similar facilities that have existing contracts. The engineer, in his sole discretion, may allow these devices to be used or insist that they be replaced.

The Engineer will provide one or more contact telephone numbers for the contractor to report on completed work. Contractors who do not report in the relevant information with regards to the daily work will be deemed inefficient. Clause **C.3.2.31** of Project specification of contract will apply in such circumstances.

C.3.2.21

Transport

In view of the importance of providing an efficient and reliable service, it is imperative that the Contractor/s be in possession of vans that are reliable and roadworthy (All disconnectors (Level 2) must have vans in order to perform their duties). The vehicles shall be lock-able weather proof canopy, suitable ladder racks and metal truck to carry equipment.

Bidders shall, at the time of bidding, be in possession of a minimum of one (1) 4X4 vehicle and Three **(3)** Vans with suitable equipment and ladder racks,

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

C.3.2.22

Safety Equipment and Procedures

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

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

The safety kit will consist of the following items:

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

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

All protective clothing shall be provided by the Contractor.

C.3.2.23 Notice of Interruption

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

C.3.2.24 Documentation

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

C.3.2.25 Hours of Service

The Contractor shall ensure that his staff are available six days a week, Monday to Saturday, 07H30 to 19H00, excluding public holidays that fall on these days.

C.3.2.26 Security

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

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

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

NB:

The National Bargaining Council for the Electrical Industry of South Africa does not specify rates for Specifically Trained Persons. For the purpose of this enquiry, contractors are required to substitute the minimum rates applicable to an Elconop 1 and an Elconop 2 for the Specifically Trained Person Level 2, respectively.

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

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

The contractor shall register **ALL** staff, including Supervisors, Electrician, General Workers, Assistants and Drivers, for Workman's Compensation and also with the Unemployment

Insurance Fund (UIF) and the National Bargaining Council for the Electrical Industry of South Africa. The Department of Labour may be contacted on tel. (031) 3361500.

At any time, during the period of this contract, the Engineer may request proof of compliance with Clause C.3.2.28. Should the contractor fail to provide such proof or fails to comply with Clause C.3.2.28, eThekweni Electricity, in its absolute discretion, may forthwith terminate the contract.

C.3.2.28 Remedies for Non-performance

Should eThekweni Electricity be of the opinion that the contractor has failed to carry out any of the obligations in terms of this contract, or if eThekweni Electricity, in its absolute discretion, is in any way dissatisfied with the services rendered, eThekweni Electricity may give the Contractor notice, in writing, of such non-performance and if the situation is not rectified within seven (7) days of such notice eThekweni Electricity may take the necessary steps to termination this Contract

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

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

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

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

C.3.2.30 Cancellation

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

C.3.2.31 Damage to Persons and Property

The Contractor shall indemnify and keep indemnified the eThekweni Municipality against any

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

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

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

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

C.3.2.32 Accidents

In addition to the statutory obligations, the Contractor shall immediately report to the Head: Electricity all accidents and all abnormal situations and occurrences affecting the Works or the execution of this Contract, whether or not such accidents are in respect of damage to the Works, or persons, property or things. If required by the Head: Electricity, the report shall be in writing and shall contain full details of the occurrence. The Head: Electricity shall have the right to make all and any enquiries, either on site of the Works or elsewhere, as to the cause and results of such accidents, situations or occurrences and the Contractor shall give the Senior Manager or his/her representative, full facilities for carrying out of such enquiries.

C.3.2.33 Additional Work

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

C.3.2.34 Accommodation

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

C.3.2.35 Environmental and policy changes

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

PS.6 ELECTRICAL PLANT

PS.6.1 General

Various types of electrical cables including high voltage, low voltage, street lighting and domestic connection cables are affected by the contract. The laying, relocation and jointing of all cables will be carried out by eThekwini Electricity's work gangs, or agents appointed by them, whilst the excavation and backfilling forms part of this contract. Close liaison will therefore be necessary with eThekwini Electricity throughout the contract.

PS.6.2 Street Lighting

The existing lighting will be removed in stages and replaced in the centre median / intersection corners. Relocation will take place during this contract and be executed by eThekwini Electricity or their agents. It is a requirement that the street lighting be operational at all times.

PS.6.3 MV / LV Cables

Certain MV / LV cables are to be replaced within the contract area (see drg xxxxxxxxA0). The actual cable work associated with this relocation and / or replacement of these cables will be carried out by eThekwini Electricity and it is stressed that the **two** week period referred to in Clause PS.2 is the minimum period required to enable eThekwini Electricity to be on site timeously.

PS.6.4 Relocation of Existing Services

Should it be necessary to adjust the line, level and / or position of any service not catered for in the contract to enable the construction to proceed the Contractor shall on no account effect such adjustment himself but shall notify the Engineer who will arrange for the work to be carried out at no cost to the Contractor.

PS.7 TELKOM S.A. LIMITED / NEOTEL PLANT

[No work to Telkom / Neotel Plant is envisaged, but the Tenderers attention is drawn to the fact that Telkom / Neotel copper cables and fibre optic cables are existing in the contract area.]

PS.8 CCTV PLANT

[No work to CCTV Plant is envisaged, but the Tenderers attention is drawn to the fact that CCTV cables and fibre optic cables are existing in the contract area.]

PS.9 MANAGEMENT OF THE ENVIRONMENT

The Contractor shall pay special attention to the following:

PS.9.1 Natural Vegetation

The Contractor shall confine his operation to as small an area of the site as may be practical for the purpose of constructing the works.

Only those trees and shrubs directly affected by the works and such others as the Employer's Agent may direct in writing shall be cut down and stumped. The natural vegetation, grassing and other plants shall not be disturbed other than in areas where it is essential for the execution of the work or where directed by the Engineer.

PS.9.2 Fires

The Contractor shall comply with the statutory and local fire regulations. He shall also take all necessary precautions to prevent any fires. In the event of fire the Contractor shall take active steps to limit and extinguish the fire and shall accept full responsibility for damages and claims resulting from such fires which may have been caused by him or his employees.

PS.9.3 Environmental Management Plan

In addition to the above, all requirements according to the Environmental Management Plan as detailed in **C3.4: Particular Specifications**, will be adhered to.

PS.10 OCCUPATIONAL HEALTH AND SAFETY

PS.10.1 General Statement

When considering the safety on site the Contractor's attention is drawn to the following:

Describe issues relating to OH&S and the Regulations

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the OHS Act 1993 Construction Regulations 2014 issued on 7 February 2014 by the Department of Labour.

For the purpose of this contract the Contractor is required to confirm his status as mandatory and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of Section 37(2) of the Occupational Health and Safety Act.

PS.10.2 Health and Safety Specifications and Plans to be submitted at tender stage

PS.10.2.1 Employer's Health and Safety Specification

The Employer's Health and Safety Specification is included in **C3.4: Particular Specifications**.

PS.10.2.2 Tenderer's Health and Safety Plan

At tender stage only a brief overview of the Tenderer's perception on the safety requirements for this contract will be adequate. This will be attached to **T2.2: Contractor's Health and Safety Plan**.

Only the successful Tenderer shall submit a separate Health and Safety Plan as required in terms

of Regulation 7 of the Occupational Health and Safety Act 1993 Construction Regulations 2014, and referred to in **T2.2: Contractor's Health and Safety Plan**.

The detailed safety plan will take into consideration the **site specific risks as mentioned under PS.10.1** and must cover at least the following:

- (i) A proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 9 to 29;
- (ii) Pro-active identification of potential hazards and unsafe working conditions;
- (iii) Provision of a safe working environment and equipment;
- (iv) Statements of methods to ensure the health and safety of subcontractors, employees and visitors to the site, including safety training in hazards and risk areas (*Regulation 7*);
- (v) Monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations;
- (vi) Details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the construction works in terms of Regulation 8 and other applicable regulations; and
- (vii) Details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2014.

The Contractor's Health and Safety Plan will be subject to approval by the Employer, or amendment if necessary, before commencement of construction work. The Contractor will not be allowed to commence work, or his work will be suspended if he had already commenced work, before he has obtained the Employer's written approval of his Health and Safety Plan.

Time lost due to delayed commencement or suspension of the work as a result of the Contractor's failure to obtain approval for his safety plan, shall not be used as a reason to claim for extension of time or standing time and related costs

A generic plan will not be acceptable.

PS.10.3 Cost of compliance with the OHSA Construction Regulations

The rates and prices tendered by the Contractor shall be deemed to include all costs for conforming to the requirements of the Act, the Construction Regulations and the Employer's Health and Safety Specification as applicable to this contract. Should the Contractor fail to comply with the provisions of the Construction Regulations, he will be liable for penalties as provided in the Construction Regulations and in the Employer's Health and Safety Specification.

Items that may qualify for remuneration will be specified in the Employer's Health and Safety Specification.

PS.12 PERFORMANCE MONITORING OF SERVICE PROVIDERS

The performance of service providers that have been selected to provide assistance in the provision of a municipal service, otherwise than in circumstances where Chapter 8 of the Municipal Systems Act applies, is required, by Section 116 of the Municipal Finance Management Act, to be monitored and reported on (see Cl.53 of the SCM Policy).

Appropriate key performance indicators (KPIs) for the contract must be set by the Municipality as a yardstick for measuring performance.

The following KPIs will be applicable to this contract:

- (a) Completion of Tasks
- (b) Compliance in Standard Operating Procedures
- (c) Safety Incident Rate

PS.13 CIDB BUILD PROGRAMME

a) CIDB Skills Standard

It will be a condition of contract that the Contractor shall, in the performance of the contract, achieve the **Contract Skills Development Goal** (CSDG) established in the below referenced standard:

- CIDB Standard for Developing Skills Through Infrastructure Contracts, published in Gazette Notice No. 48491 of 28 April 2023.

The

b) CIDB Indirect Targeting Standard

It will be a condition of contract that the Contractor shall, in the performance of the contract, achieve the **Contract Participation Goal** (CPG) relating to the engagement of targeted enterprises as established in the below referenced standard:

- CIDB Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, published in Gazette Notice No. 36190 of 25 February 2013.

C3.3: STANDARD SPECIFICATIONS

C.3.3.1 DEFINITIONS

3.3.1.1 Vacant Disconnection

Disconnection orders issued in respect of a connection where there is no registered customer.
NB:- Vacant disconnections to be effected as per 3.3.2.4 (Hard Disconnections) of the Particular specification.

3.3.1.2 Arrears Disconnection

Disconnection orders issued as a result of an account being in arrears.

3.3.1.3 Tampered/reissued disconnection

Disconnection orders issued for premises where the meter/supply has been tampered with / bypassed, or illegally reconnected after a disconnection has been effected.

3.3.1.4 Special Hard Disconnection

A disconnection which shall be performed after hours to identify and label the correct pole/CDU fuse, or alternatively, visit to the premises after hours to make access arrangements.

3.3.1.5 30-Day investigation

An instruction to inspect the connection/meter is issued for premises where no authorised reconnection has taken place 30 days after a vacant, arrears or tampered disconnection has been effected.

3.3.1.6 Fault card investigation

An investigation order is an instruction to inspect and/or replace the meter. In addition to this, the contractor may be required to disconnect any meter that is found to have been tampered with.

3.3.1.7 Electrician Inspection:

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

3.3.1.8 Service Cable Removal Disconnection (SCR)

The removal of the service mains cable between the meter/installation and eThekwin Electricity's reticulation, from the point of supply to the electricity meter.

3.3.1.9 SCR Reconnection

The reinstatement of the service mains and replacement of the electricity meter with a "hanging type" split meter.

3.3.1.10 Meter Replacement

The removal of a meter and the installation of a new one and the sealing thereof. This would require that the supply mains be disconnected before removal of the meter and reconnection of the supply upon installation of the new meter. These are to be performed mainly on Fault Cards not unless instructed by the Engineer.

3.3.1.11 Split Meter Conversion

The removal of a standard latch type prepaid meter and the installation of a “hanging type” Split Meter and customer interface unit. An adaption box shall be installed at the original meter position and two strands of the neutral shall be used as communication wires.

3.3.1.12 Removal of all Gear (R.A.G)

The removal of all electrical apparatus and equipment from service, this includes removing the service cable from the point of supply, meter, circuit breaker/s, fuses, time switches, etc.

3.3.1.13 On site meter calibration test.

The testing of the accuracy of an electricity meter whilst in service, using specialized test equipment supplied by eThekwini Electricity.

3.3.1.14 Site Visit

Where the Contractor was unable to effect an instruction issued to him because a “OFF/ON” was authorised or if the job was cancelled by the relevant officials who gave the job card. Where the meter has been changed already, the contractor shall do an inspection only. The contractor in these cases shall be paid for an Inspection.

3.3.1.15 Illegal Wiring

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

3.3.1.16 UGM / OHM Reinstatement

The contractor will be required to do the reinstatement of the RAGGED house service connection may it be the credit OR the prepaid ragged services.

3.3.1.17 Live Seal

The cutting, insulating and sealing of a live cable which has been tee-jointed to the LV main.

3.3.1.18 Off/On

The switching off and immediate switching on of the electricity supply.

3.3.1.19 Credit to prepaid meter retrofit

The contractor shall be required to remove a single phase credit meter from a meter-box / meter frame, install a split type meter and plug-in type keypad. The keypad plugs into a standard wall socket with no additional wiring required. **This work may be performed by a Specially Trained Person Level 2.**

3.3.1.20 Keypad replacements

Replacing of prepaid/credit meter keypad

3.3.1.21 PLC Meter Replacement

The removal of a PLC meter and the installation of a new one and sealing thereof. This would require that the supply mains be disconnected before removal of the meter and reconnection of the supply and commissioning on the new meter upon installation.

3.3.1.22 Removal of Bypass /Tamper Reset/Key Change/Change of Mode

The contractor will be required to remove the direct connection to the consumer cable from the municipality cable and reconnect the municipality cable to the incoming side of the meter and the consumer cable to the load side of the meter, includes sealing of the meter. Tamper reset by entering the token numbers onto the keypad so that the switch will close, this also includes pairing meter with a keypad. Key Change is achieved by entering the two sets of token numbers onto the keypad so that meter will change from KRN 1 to KRN 2 or vice versa. Change of mode is achieved by entering the token numbers onto the keypad so that meter will change from prepaid to credit or vice versa.

C.3.3.2 METER DISCONNECTION/RECONNECTION AND INSPECTION PROCEDURES

3.3.2.1 Disconnection/reconnection

There are eight basic types of disconnections, the reconnections being the reversal of the disconnection process:

3.3.2.2 Normal Disconnections

These are arrear disconnections.

In the event of the meter being supplied via a circuit breaker, the Disconnecter (Specifically Trained Person - Level 2) is required to switch off the circuit breaker at the meter position and apply a disconnection sticker seal over the circuit breaker in the off position.

In the event of the meter being fed via a fuse, the Specifically Trained Person (Level 2) is required to withdraw the fuse carrier at the meter position, remove the fuse from the carrier, replace the carrier in the base and apply a sticker seal over the fuse carrier and base.

Unless specifically instructed to perform a Hard Disconnection due to difficulties in gaining access to the meter, where the contractor chooses of his/her own accord to do so, the rate of payment shall be that of a Normal Disconnection.

3.3.2.3 Doctored Disconnection

The Disconnecter (Level 2) shall remove the live wire that connects the meter to the circuit breaker. In conjunction with 3.3.2.2 above.

3.3.2.4a Hard Disconnections

The Disconnecter (Specifically Trained Person - Level 2) shall be required to disconnect the supply at the source i.e., remove the fuse at the pole in conjunction with 2.1.1 above.

The Disconnecter (Specifically Trained Person - Level 2) shall be required to disconnect the supply at the source i.e. remove the fuse at the CDU (Customer Distribution Unit) in conjunction with 3.3.2.2 above.

3.3.2.4b Unfused CDU/Pole Disconnections

Electrician shall be required to disconnect the supply at the source i.e., unbolting terminated cable at the rear of CDU/Pole

3.3.2.4c Low Voltage Circuit Disconnections

Electrician shall be required to disconnect the supply at the source i.e., remove fuses of a circuit at the substation

3.3.2.5 SCR Disconnection

A Competent Electrician shall be required to:-

- (a) Isolate the supply at the circuit breaker or fuse.

- (b) Disconnect and remove the service cable at the circuit breaker or fuse and CDU, where applicable.
- (c) Measure, label and return the removed cable to the relevant Revenue Protection Section / Springfield Disposable Cable Yard.

3.3.2.6 Remove all Gear (R.A.G.)

A Competent Electrician shall be required to:-

- (a) Isolate the supply at the pole or ground CDU.
- (b) Cut the cable 1 metre away from base of pole and remove.
- (c) Cut the cable 1 metre away from the base of building structure on which meter is located.
- (d) Remove all associated electrical components.
- (e) Ends of cable in the ground to be sealed with scotch cast joints and buried at a minimum depth of 500mm belowground level.
- (f) Cut away the customers mains in the meter box.
- (g) Reclaim and measure removed cable, and tag it with the relevant disconnection order reference.
- (h) Return all removed cables and equipment to the Energy Control supervisory staff/store.
- (i) As built sketch to be drawn

Only qualified Electricians with sufficient relevant experience will be authorised to perform SCR's (3.3.2.5) and RAGs (3.3.2.6).

In each instance, a visual inspection of the meter shall be conducted and reported on accordingly.

3.3.2.7 LIVE / DEAD SEAL

A Competent Electrician will be required to: -

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

NB, Only qualified Electricians with sufficient experience will be authorised to perform SCR's (3.3.2.5); RAGs (3.3.2.6) and DEAD / LIVE Seal (3.3.2.7).

In each instance, a visual inspection of the meter shall be conducted and reported on accordingly.

3.3.2.8 CREDIT TO PREPAID METER RETROFIT (PLC meter)

The Contractor shall:

- (a) Isolate the electricity supply at the meter.
- (b) Remove existing meter.
- (c) Install a PLC prepaid meter.
- (d) Connect relevant conductors.
- (e) Seal meter terminal cover.
- (f) Re-energizes electricity supply.
- (g) Synchronize the keypad to the meter by plugging it at any socket outlet.
- (h) Advise the customer on how to use this type of system etc.

3.3.2.9 INSPECTION BY SPECIFICALLY TRAINED PERSON

The contractor must do a visual inspection of the electricity connection, meter and seals on the meter. In each case the contractor is required to complete an inspection form and report

on the physical condition of the meter, seals and any irregularity, including any visible evidence of tampering which must be photographed and be submitted with the inspection form.

C.3.3.3 **COLLECTION AND RETURNING OF WORK**

Contractors will be required to report daily, Monday to Friday at 07h30, to the relevant Revenue Protection Division, as directed by the Engineer to collect work for the day and to submit returns for the previous day.

C.3.3.4 **ACTIONING DISCONNECTION ORDERS**

Disconnection orders may only be affected between the hours of 07h30 to 14h00 on any working day but excluding the day before a public holiday, the public holiday and weekends unless otherwise directed by the Engineer. In instances where the contractor is repeatedly unable to disconnect the supply to a premises during the above-mentioned times, the Engineer may instruct the contractor to perform such disconnection after hours or on a weekend or public holiday.

All urgent disconnection orders must be actioned within two hours of the instruction being issued.

C.3.3.5 **THE REPORTING OF COMPLETED DISCONNECTIONS**

Contractors must immediately report, by means of cellular phone, all actioned disconnections to Revenue Protection Division, or alternatively by telephone before 14h00 daily, as specified by the Engineer.

C.3.3.6 **RECONNECTIONS, SPLIT METER CONVERSIONS, METER AND FUSE REPLACEMENT.**

3.3.6.1 **Normal/hard reconnections**

A list of authorised reconnections shall be dispatched to the contractor at regular intervals between 07h30 and 19h00 Monday to Friday, and between 07h30 and 12h30 on Saturdays. The contractor shall be required to dispatch these reconnection orders to his staff timeously. The contractor shall complete all reconnections, within three hours of issue. All reconnections shall be completed on the day of issue. Prior to reconnection, the contractor shall conduct a visual inspection of the meter. Where tampering is evident, the contractor shall advise the Revenue Protection supervisory staff immediately prior to reconnection.

Reconnections issued as "URGENT" shall be effected within one hour of issue.

3.3.6.2 **METER / KEYPAD REPLACEMENTS**

3.3.6.2.1 **Meter/Smart Meter Replacements.**

The contractor shall:-

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

3.3.6.2.2 Keypad Replacements

The contractor shall:

- (a) Isolate the electricity supply at the meter.
- (b) Remove existing keypad.
- (c) Install new keypad.
- (d) Connect all relevant conductors.
- (e) Seal the keypad terminal cover.
- (f) Re-energize electricity supply.

3.3.6.3 SCR RECONNECTIONS

The Contractor shall:

- (a) Ascertain the length of cable required,
- (b) Install the cable and reconnect the service using material as specified.
- (c) Remove the existing meter and install a "hanging type" split meter and customer interface unit in accordance with the relevant codes of practice.
- (d) Conduct an Earth Fault Loop Impedance Test at the meter.

3.3.6.4 Split Meter Conversions

The contractor shall:

- (a) Remove the existing meter and install in its place an adaptor box and the customer interface unit;
- (b) Install a "hanging type" meter box and meter on the service cable;
- (c) Identify two strands of the neutral conductor and connect as communication wires;
- (d) Connect all relevant conductors;
- (e) Energize the meter; and
- (f) Commission and seal the meter.
- (g) Conduct an Earth Fault Loop Impedance Test at the meter.

3.3.6.5 UGM / OHM Reinstatements

The contractor shall:

- (a) Shall join the two ends of a cable by using a scotch cast joint to the CDU / POLE as well as to the consumer terminal,
- (b) Connect all relevant conductors;
- (c) Energize the meter; and
- (d) Commission and seal the meter.
- (e) Conduct an Earth Fault Loop Impedance Test at the meter

NB. Only qualified Electricians with sufficient experience will be authorised to perform the 3 phase meter changes (3.3.6.2.1); SCR Reconnections (3.3.6.3); Split Conversions (3.3.6.4) and UGM / OHM Reinstatements (3.3.6.5).

3.3.6.6 PLC Meter Changes

The contractor shall:-

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

3.3.6.7 Split meter change

The contractor shall:-

- (a) Isolate the electricity supply at the meter

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

C.3.3.7 **SITE CALL**

Where a contractor was unable to gain access to a property or if the property could not be located. A site call letter must be completed and left behind where the contractor was unable to gain access.

NB. Site Calls account for approximately 20 % of the work issued.
Due to no work being performed on a site call, this item has no payment allocated to it.

C.3.3.8 **INSTALLATION OF TEMPORARY METER ROOM DOOR**

Where a meter room door is damaged, removed or missing, the Contractor is required to install a temporary cardboard door which is to be fixed over the opening using steel nails in order to prevent unauthorized access to the meter room. The temporary cardboard doors and steel nails shall be provided by eThekwini Electricity.

C.3.3.9 **SECURING OF METER ROOM DOORS**

Where a meter room door lock is missing, damaged or faulty, the contractor may be required to replace the lock or secure the meter room door using nails or wedges to prevent unauthorized access to the meter room. Where required the meter room locks shall be supplied by eThekwini Electricity. Nails and wedges shall be provided by the contractors and shall include the cost thereof in their bid.

C.3.3.10 **REPLACEMENT OF FUSES**

The contractor may be required to replace a fuse base and carriers on a meter frame or in a meter box with a circuit breaker or, in the case of a CDU or on a pole, with a similar type of fuse base and carrier.

C.3.3.11 **NOTIFICATION OF CUSTOMERS**

Occupiers of premises shall, where possible, be notified that the service is to be disconnected. In the case of arrear disconnection orders, unless proof of payment is provided the service shall be disconnected. The contractor shall allow the customer an opportunity to contact the Revenue Billing Department in respect of any queries regarding the disconnection. In the case of businesses, where any process may be affected by a loss of electricity supply, the contractor shall immediately contact the relevant Revenue Protection Manager for a decision. There will be occasions where the Revenue Protection Manager instructs the Disconnecter perform an "OFF/ON" i.e. Switch the supply to the business off and then immediately on again (for warning purposes), **on these occasions the contractor shall be paid for a disconnection only.**

C.3.3.12 **UNDERGROUND MAINS WORK**

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

C.3.3.13 **CONSUMER SERVICE CABLE CONNECTIONS AND METERING EQUIPMENT**

3.3.13.1 General

The installation and termination of consumer's service cables shall be carried out by the Contractor as directed by the Engineer.

It is intended that the service connections be issued in project form and all in conjunction with reticulation work previously issued.

The vast majority of the service connections intended for issue will be located within the Townships and rural areas by eThekweni Electricity.

3.3.13.2 Meter Boxes

Service cables shall be neatly set and terminated into the base of the meter box using compression glands. The cable end shall be stripped back to reveal the cables. Tails of a sufficient length shall be left to enable easy connection to the kWh meter and protective circuit breaker.

The cable below the meter box shall be protected by PVC or galvanized steel pipe which shall be extended a minimum of 200 mm below natural ground level. The protective pipe shall be fixed to the wall using galvanized saddles, wall plugs and steams at a minimum of three positions.

The Contractor shall also install the kWh meter and protective circuit breaker and carry out all necessary connections (including incoming and outgoing consumer earth connections).

3.3.13.3 Prepayment Meters

Prepayment meters may be installed in formal dwellings that are wired in the conventional manner. The Contractor shall fix the meter in an aerial CDU and the customer interface unit - CIU) adjacent to the distribution board and carry out all necessary final connections including those of the incoming supply cable. Distribution board mains conductors, communication wires and earth will be provided by the consumer.

3.3.13.4 Installation of a 4 Way Box/Small Power Distribution Unit

4 Way Box/Small Power Distribution Units will be installed in both formal and informal dwellings. The Contractor shall fix the unit within the dwelling as follows:

In the case of informal dwellings two basic methods of installation shall be employed. The first method involves mounting the meter in the aerial CDU and the small power distribution unit to an internal face of an external wall using the appropriate technology (wall plugs and screws for brick /block dwellings, threaded rod and large square washers for wattle and daub dwellings, nuts and bolts/pop rivets for corrugated iron dwelling, etc.). Where the aerial service cable pull-on position cannot be made to the dwelling without the possibility of structurally damaging the dwelling , then a service pole shall be used for the pull-on position(refer Section 4.8 eThekweni Electricity's Overhead Lines CODE of Practice).

Note: This method is to be employed only when it has been determined by the Engineer that the 4 way box/small power distribution unit cannot be mounted directly to an internal face of an external wall.

For the second method a unit mounting bracket comprising a mounting plate, cable access pipe and terminal pole clamping bracket shall be installed by the Contractor.

The mounting plate and cable access pipe portion of the bracket shall be installed from within the dwelling, the cable access pipe shall be cut to length, inserted into the pole clamping bracket and fixed, and the whole clamping arrangement secured to the pole approximately 1, 50 m above ground level. The incoming supply cable shall be strapped to the terminal pole, pass through the cable access pipe through to the unit mounting plate.

The cable end shall then be terminated into the rear of the meter using a compression gland and arranged such that no part of the cable is exposed within the dwelling itself. The combined

unit shall then be fixed to the backing plate using threaded screws and nuts. All necessary final connections shall be carried out by the Contractor, including earthing of the cable access pipe/mounting plate assembly.

The Contractor shall terminate the incoming supply cable into the rear of the unit using a compression gland and arranged such that no part of the cable is exposed within the dwelling itself. All necessary final connections shall be carried out by the Contractor.

3.3.13.5 Consumer Service Cables.

Aerial service cables shall be secured to poles or dwelling eye-bolt pull-on positions using a clamping device and tensioned to between 70 and 100 kg depending on the span length.

Where a service cable is installed from the dwelling pull-on position to the meter access hole location, the cable shall be neatly saddled to the exterior wall at 500mm centres and/or fixed to the dwelling eaves. In certain instances, the consumer may provide conduits fixed to the exterior of the dwelling through which the Contractor shall install the service cable.

3.3.13.6 Electrical Connection to the Supply Mains

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

3.3.13.7 Aerial Bundled Conductor (ABC)

Consumer service cable connections shall be made through pole mounted Aerial Consumer Distribution Units.

The Aerial Consumer Distribution Units shall be strapped to the supply main pole with its base at approximately 5,0 m above ground level.

Five 16 mm (square) single core PVC insulated copper conductors installed through two 25 mm LDPE tubing shall connect the circuit breaker line terminals and neutral and earth terminal blocks to the ABC for a 5-Way Aerial Consumer Distributor unit.

Five 25 mm (square) single core PVC insulated copper conductors installed through two 25 mm LDPE tubing shall connect the circuit breaker line terminals and neutral and earth terminal blocks to the ABC for a 9-Way Aerial Consumer Distribution unit. One tap-off connector shall be used for the tee-off connections for the phase conductors and two tap-off connectors shall be used for the tee-off for the neutral conductor.

Band-it strap (or equivalent) shall hold the LDPE tubing in place and shall be located at regular intervals to ensure a neat appearance. Approximate length of the individual conductors is 3, 50 m (13, 50 m total). Separate neutral and earth connections shall be made from the ABC neutral earth conductor. Consumer service cable connections shall be made from the load terminals of the circuit breakers and the neutral and earth terminal blocks.

3.3.13.7 Ground Mounted Consumer Distribution Unit (CDU)

In all instances, this equipment will be existing. The Contractor shall, however, be required on occasion to install an additional fuse way onto the unit. An 80 ampere HRC fuse base shall be fixed in position using threaded screws and nuts.

The fuse base line terminal shall be connected to the CDU bus-bar using a 16 mm (square) single core PVC insulated copper conductor, suitably lugged and bolted at the bus-bar end. The bus-bar and connection shall be suitably taped. The Consumer service cables shall be stripped back to reveal the conductors. Conductor connections shall be made from the fuse base load terminal, neutral and earth terminal blocks. Fuse holders shall be loaded with the required HRC fuse and inserted into the fuse base.

Where access into a CDU is hindered by rubble, sand, etc., or is below ground level, the

contractor shall remove such hindrance or excavate at his own cost.

3.3.13.8 Final Connections to the Electricity Supply Main

The Contractor shall be responsible for completing each installation in total including final connections to the electricity supply main. In this connection it may be necessary to de-energize the electricity mains to carry out certain work that will require an outage time in excess of two hours. In this instance consumers need to be advised 48 hours in advance. The contractor shall be responsible for advising consumers of the impending electricity outage by placing warning boards on electricity poles at the beginning, middle and end of the circuits affected and the removal of such boards on completion of the required work.

3.3.13.9 Meter Documentation and Testing Of Small Power Distribution Unit Earth Leakage Relays and Pre-payment Meters

After installation of the pre-payment meter and Small Power Distribution Unit, and prior to final connection to the electricity supply main, the Contractor shall ensure all meter connections seals and all adhesive notices are in place.

Upon energizing, the following test shall be carried out:

The pre-payment meter shall be checked for correct operation in the appropriate manner, and

The earth leakage units shall be tested for correct operation. It shall be the responsibility of the Contractor to provide his own earth leakage test equipment.

An Earth Fault Loop Impedance Test shall be carried out. The results of the test shall be recorded accordingly on the relevant documentation. If the test results in a higher than the minimum acceptable impedance, the contractor shall notify the Engineer immediately.

C3.3.2 AMENDMENTS TO THE STANDARD SPECIFICATIONS

INTRODUCTION

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

C3.4: PARTICULAR SPECIFICATIONS

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

- C3.4.1 eThekwini Electricity - Underground Cables
- C3.4.2. eThekwini Electricity - Substations
- C3.4.3. eThekwini Electricity - Overhead Lines
- C3.4.4. eThekwini Electricity - Safety Rules
- C3.4.5. eThekwini Electricity - System Operating Regulations

NOTES:

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

