



DEPARTMENT (Cluster)

Technical Services

DIRECTORATE (Unit)

Energy Management

DIVISION

HV Operations

PROCUREMENT DOCUMENT : Infrastructure (SAICE GCC)

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: 33986-5E

Contract Title: Installation of High and Medium Voltage Underground Power Cables During a Thirty-Six Month Period

Estimated CIDB: Grade: 4 Class: EB/EP

CLARIFICATION MEETING AND QUERIES

Clarification Meeting: Compulsory Clarification Meeting

Meeting Location, Date, Time: eThekweni Electricity, 11 Electron Road, Building 10, Springfield, Durban, 4001,
27 October 2025 at 10:00

Queries can be addressed to: Name: Mlondolozzi Sosibo
The Employer's Agent's: Tel: 031-322-1100
Representative: eMail: Mlondolozzi.Sosibo@durban.gov.za.

Email queries to be submitted by 6 November 2025 and consolidated answers to questions to be uploaded 13 November 2025.

TENDER SUBMISSION

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

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

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

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

Closing Date/ Time: Friday, 21 November 2025 at 11h00

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

Issued by:

ETHEKWINI MUNICIPALITY

Deputy Director: HV Operations

Date of Issue: 17/10/2025

Document Version 01/07/2025

FOR OFFICIAL USE ONLY

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

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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 **Installation of High and Medium Voltage Underground Power Cables During a Thirty-Six Month Period**

Subject	Description	Tender Data
Employer	The Employer is the eThekweni Municipality as represented by: Deputy Director: HV Operations	C.1.1.1
Tender Documents	Documentation is to be downloaded from the National Treasury's eTenders website or the eThekweni Municipality Website : https://www.etenders.gov.za/ https://www.durban.gov.za/pages/business/procurement	C.1.2
CIDB Eligibility	It is <u>estimated</u> that Tenderers should have a CIDB contractor grading designation of 4 EB/EP (or higher).	C.2.1.2
Clarification Meeting	eThekweni Electricity, 11 Electron Road, Building 10, Springfield, Durban, 4001, 27 October 2025 at 10:00	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: Mlondolazi Sosibo Tel: 031-322-1100 eMail: Mlondolazi.Sosibo@durban.gov.za.	C.1.4
Email queries to be submitted by 6 November 2025 and consolidated answers to questions to be uploaded 13 November 2025.		
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, 21 November 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

CIDB B.U.I.L.D. Programme Standards		
CIDB Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts		Not Applicable
CIDB Standard for Developing Skills through Infrastructure Contracts		Not Applicable

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
A copy of the **Director's ID** is required:
- On receipt of this email, the Procurement and Supply Chain Management (P&SCM) Directorate will respond with the login credentials and a link to the **JDE System**.

3) Assistance with using the JDE System

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

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

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. The “hard copy” submission will be deemed to be the ruling version.

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

7) **Viewing the Tender opening schedule**

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

T1.1.3: NOTES TO TENDERERS

These “Notes to Tenderers” are intended to provide guidance to Tenderers regarding tendering obligations and requirements.

Compliance requirements are stated in the relevant parts of the Tender Data: T1.2.

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 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 are required to be submitted if the value of the tender offer exceeds R10 million (incl. VAT). See **Returnable Form: MBD 5** and **Returnable Form: Contracts awarded by Organs of State** in the past 5 years.

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

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

4) Section 13.1(b)(vii), 20(1)(d)(ii), 28.2(d), 29.6(a), 38.1(d), and 29.14: Municipal Rates and Taxes (Fees)

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

5) Section 21.2: Tender Validity

Tenders are to remain valid for twelve (12) months after the expiry of the original tender validity period unless the Municipality is notified, in writing, of anything to the contrary.

6) Section 28(2)(d), Section 28(2)(h) and Section use 29(12): Certifications and Registrations

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

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

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

7) Section 28(2)(f), and 52.5.13: Joint Ventures (JV)

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

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

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

8) Section 49.1.2: Complaints and Objections (Appeals)

A non-refundable tariff, as per the approved Council tariffs, is payable by the Complainant to the Municipality. Proof of the payment of the Fee must be attached to the Complaint.

CIDB**Regulation 25(8)**

- 9) It should be noted that this contract is not part of a **Targeted Development Programme (TDP)**. The CIDB provisions in relation to a Contractor's **Potentially Emerging (PE) status** do not apply.

Tenderers are referred to **CIDB Inform Practice Note #32: "Application of the Potentially Emerging (PE) Status"**.

B.U.I.L.D. Programme

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

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

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

PART T1: TENDERING PROCEDURES

T1.2: TENDER DATA

T1.2.1 STANDARD CONDITIONS OF TENDER

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

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

Annex C

Standard Conditions of Tender

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) no acceptable tenders are received; d) there is a material irregularity in the tender process.
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.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the <i>original</i> tender invitation was advertised.
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.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time. C.1.6 Procurement procedures C.1.6.1 General Unless otherwise stated in the Tender Data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders. C.1.6.2 Competitive negotiation procedure C.1.6.2.1 Where the Tender Data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply. C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the Tender Data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.	submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.
C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.	C.2.2 Cost of tendering
C.1.6.3 Proposal procedure using the two stage-system	C.2.2.1 Accept that, unless otherwise stated in the Tender Data , the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.
C.1.6.3.1 Option 1	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.
Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the Tender Data , and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.	C.2.3 Check documents
C.1.6.3.2 Option 2	Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.	C.2.4 Confidentiality and copyright of documents
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.	Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.
C.2 Tenderer's obligations	C.2.5 Reference documents
C.2.1 Eligibility	Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.
C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the Tender Data and the tenderer, or any of his principals, is not under any restriction to do business with employer.	C.2.6 Acknowledge addenda
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 which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to	Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the Tender Data , in order to take the addenda into account.
	C.2.7 Clarification meeting
	Attend, where required, a clarification meeting at which tenderers may familiarize themselves

with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the Tender Data.	C.2.12 Alternative tender offers
C.2.8 Seek clarification Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the Tender Data.	C.2.12.1 Unless otherwise stated in the Tender Data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.
C.2.9 Insurance Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the Contract Data. The tenderer is advised to seek qualified advice regarding insurance.	C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the Tender Data or criteria otherwise acceptable to the employer. C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.
C.2.10 Pricing the tender offer C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the Tender Data. C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices. C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the Contract Data. C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the Tender Data. The conditions of contract identified in the Contract Data may provide for part payment in other currencies.	C.2.13 Submitting a tender offer C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the Contract Data and described in the scope of works, unless stated otherwise in the Tender Data. C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink. C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the Tender Data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
C.2.11 Alterations to documents Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.	C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the Tender Data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
	C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the

employer's address and identification details stated in the <i>Tender Data</i>, as well as the tenderer's name and contact address.	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 <i>Tender Data</i> after the closing time stated in the <i>Tender Data</i>.
C.2.13.6 Where a two-envelope system is required in terms of the <i>Tender Data</i>, place and seal the returnable documents listed in the <i>Tender Data</i> 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 <i>Tender Data</i>, as well as the tenderer's name and contact address.	C.2.16.2 If requested by the employer, consider extending the validity period stated in the <i>Tender Data</i> for an agreed additional period with or without any conditions attached to such extension.
C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the <i>Tender Data</i>.	C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).
C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.	C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".
C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the <i>Tender Data</i>.	C.2.17 Clarification of tender offer after submission 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. <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.2.14 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.2.18 Provide other material
C.2.15 Closing time	C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be
C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the <i>Tender Data</i> not later than the closing time stated in the <i>Tender Data</i>. Accept that proof of posting shall not be accepted as proof of delivery.	
C.2.15.2 Accept that, if the employer extends the closing time stated in the <i>Tender Data</i> for any reason, the requirements of these conditions of tender apply equally to the extended deadline.	
C.2.16 Tender offer validity	

	provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.
C.2.18.2	Dispose of samples of materials provided for evaluation by the employer, where required.
C.2.19	Inspections, tests and analysis Provide access during working hours to premises for inspections, tests and analysis as provided for in the Tender Data .
C.2.20	Submit securities, bonds and policies If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the Contract Data .
C.2.21	Check final draft Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.
C.2.22	Return of other tender documents If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the Tender Data .
C.2.23	Certificates Include in the tender submission or provide the employer with any certificates as stated in the Tender Data .
C.3	The employer's undertakings
C.3.1	Respond to requests from the tenderer
C.3.1.1	Unless otherwise stated in the Tender Data , respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.
C.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:
	a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements; b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.
C.3.2	Issue Addenda If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data . If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data , the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.
C.3.3	Return late tender offers Return tender offers received after the closing time stated in the Tender Data , unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.
C.3.4	Opening of tender submissions
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.
C.3.4.2	Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the Tender Data , the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.
C.3.4.3	Make available the record outlined in C.3.4.2 to all interested persons upon request.

C.3.5 Two-envelope system

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.

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 BBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

C.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

C.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

C.3.8 Test for responsiveness

C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- complies with the requirements of these Conditions of Tender,
- has been properly and fully completed and signed, and
- is responsive to the other requirements of the tender documents.

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:

- detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

C.3.9 Arithmetical errors, omissions and discrepancies

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.

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:

- the gross misplacement of the decimal point in any unit rate;
- omissions made in completing the pricing schedule or bills of quantities; or
- arithmetic errors in:
 - line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - 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:

- 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:

- Open and record tender offers received
- Determine whether or not tender offers are complete
- Determine whether or not tender offers are responsive
- Evaluate tender offers
- Determine if there are any grounds for disqualification
- Determine acceptability of preferred tenderer
- Prepare a tender evaluation report
- 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 Director: **HV Operations**

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) 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.
 - The Preferential Procurement Policy Framework Act No 5 of 2000, and the Preferential Procurement Policy Framework Act Regulations (January 2017).
 - CIDB Standard for Uniformity in Construction Procurement (July 2015).
 - 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: Mlondolazi Sosibo
Tel: 031-322-1100
eMail: Mlondolazi.Sosibo@durban.gov.za.

Email queries to be submitted by 6
November 2025 and consolidated answers
to questions to be uploaded 13 November

2025.

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

C.1.6 Procurement procedures:

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

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

C.2: TENDERER'S OBLIGATIONS

C.2.1 Eligibility:

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

C.2.1.1 Eligibility: General

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

- (a) In the event of a Compulsory Clarification Meeting:
 - i) the Tenderer fails to attend the Compulsory Clarification Meeting, or
 - ii) the Tenderer fails to have **Returnable Document T2.2.2: Certificate of Attendance at Clarification Meeting / Site Inspection** signed by the Employer's Agent or their representative.
- (b) At the time of tender closing, the Tenderer is not registered on the **National Treasury Central Supplier Database (CSD)** and the **eThekweni Municipality Supplier Portal**. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture. Tenderers are to reference **Returnable Document T2.2.1: Compulsory Enterprise Questionnaire** (section 1.5) and **Returnable Document T2.2.12: "CSD Registration Report"**.
- (c) In the case of Joint Venture (JV) submissions, two or more JV entities have common directors/ shareholders or common entities tendering for the same works.
- (d) The following documentation is 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.
 - 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.
- 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 **EB/EP** 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 **EB/EP** 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 **EB/EP** class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.

C.2.2.2 The cost of the tender documents:

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:

**eThekwini Electricity, 11 Electron Road, Building 10, Springfield, Durban, 4001,
27 October 2025 at 10:00**

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. : **33986-5E**
- Contract Title : **Installation of High and Medium Voltage Underground Power Cables 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 (Portable Document Format) document, at a resolution of 300 DPI (dots per inch). The PDF document is to be uploaded via the (Tender specific) upload option on the JDE System (SSS Module). Tenderers are responsible for resolving all access rights and submission queries on the JDE System before the tender closing date/ time (**Tender Data: C.2.15**).

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

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

C.2.15 Closing date and time:

The closing time is:

- **Date** : **Friday, 21 November 2025**
- **Time** : **11h00**

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

C.2.16 Tender offer validity:

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

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:

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

C.3.4 Opening of Tender Submissions:

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

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

C.3.9 Arithmetical errors, omissions and discrepancies:

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:**Eligibility**

Tenders will be checked for compliance with the ELIGIBILITY requirements, as specified in the **Tender Data: C.2.1**. Tenders not in compliance will be deemed non-responsive.

Functionality

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

The functionality Criteria, Sub-Criteria, Points per Criteria/ Sub-Criteria, Returnable Documentation and Schedules, Method of Evaluation, and Prompts for Judgement are as specified in **Part T1.2.3: 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 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: Ps = Points scored for comparative price of bid under consideration
 Pt = Comparative price of bid under consideration
 Pmin = Comparative price of lowest acceptable bid

Preference Points

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

The Basket of Preference Goals (SCM Policy Section 52.7)

The Preference Points (20) 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: 100%

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 (w1)	Equals 0%	0
	Between 0% and 51%	4
	Greater or equal to 51% and less than 100%	7.5
	Equals 100%	10
Gender: Female (w2)	Equals 0%	0
	Between 0% and 51%	3.2
	Greater or equal to 51% and less than 100%	6
	Equals 100%	8
Disabilities (w3)	Equals 0%	0
	Between 0% and 51%	0.8
	Greater or equal to 51% and less than 100%	1.5
	Equals 100%	2

Maximum Ownership Goal Points: 20

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

- w1 = 50%, w2 = 40%, w3 = 10% (where: w1 + w2 + w3 = 100%)

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

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

C.3.13 Acceptance of tender offer:

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

- The Tenderer's municipal rates and taxes are not in arrears, or they have made arrangements to meet outstanding municipal fee obligations.
- The Tenderer's tax compliance status has been verified, or they have made arrangements to meet outstanding tax obligations.

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

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

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

The value of W_2 is 100. The Functionality criteria (and sub criteria if applicable) and maximum score in respect of each of the criteria are as follows:

Functionality Criteria	Sub-criteria	Maximum Points Score	Threshold Limit of Weighting
Tenderer's experience	Details of Tenderer's involvement in projects of 11 kV to 132 kV cable installation with local stakeholders. Tenderers shall highlight their years of experience with work of a similar nature and the number of projects undertaken within the last 10 years in this regard.	30	21
Proposed organisation and staffing	Details of key staff that comprise of the Supervisors and Cable Layers. Details of administrative headquarters, site offices, depots, etc shall also be highlighted with the respective personnel in charge.	10	7
Experience of key staff	Experience of key staff such as the Supervisors and Cable Layers with respect to their qualifications, experience and involvement of projects of a similar nature shall be highlighted as called for in this schedule.	30	21
Plant and equipment owned by tenderer	Details of plant and equipment owned by Tenderer to assist in the execution of tasks as mentioned in the scope of work shall be provided. The condition of the equipment and storage facilities shall also be assessed.	30	21
Maximum possible score for quality (Ms)		100	70

The minimum number of evaluation points for Functionality is **70**. Only those Tenderers who achieve the minimum number of Functionality evaluation points (or greater) will be eligible to have their tenders further evaluated.

Functionality shall be scored by not less than three evaluators and the scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for Functionality. Each evaluation criteria will be assessed in terms of five indicators – no response, poor, satisfactory, good and very good. Scores of 0, 40, 70, 90 or 100 will be allocated to no response, poor, satisfactory, good and very good, respectively;

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

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

Functionality Criteria	Returnable Schedules
Tenderer's Experience	Experience of Tenderer
Project Organogram and Experience of Key Staff	- Proposed Organisation and Staffing - Key Personnel - CV's with Experience of Key Personnel
Plant and Equipment Owned by Tenderer	Plant and Equipment

Unless otherwise stated, evaluation criteria will be adjudicated with respect to the contract specific Scope of Work, as specified in C.3. In this regard the following definitions apply to the evaluation criteria prompts for judgement:

- **“successfully completed”** implies a project has been completed on time and to specification;
- **“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;
- **“experience”** implies experience on projects of a similar nature;
- **“accredited degree / diploma”** implies a minimum 3 year qualification within the built environment, from a registered University or Institute of Technology.

Criterion: Tenderer's Experience	
Note: Projects of a similar nature that will be considered shall be one, or a combination of, new road construction, road widening/upgrade projects, intersection improvements, gravel to surface road upgrades, access road upgrades and major parking areas.	
Level 0	No information provided; OR submission of no substance / irrelevant information provided
Level 1	Tenderer has less than 2 years experience in relation to the scope of work and has not been involved in a minimum of 5 projects of 11 kV to 132 kV cable installation within the past 10 years.
Level 2	Tenderer has relevant 2 years experience in relation to the scope of work and has dealt with at least 5 projects of 11 kV to 132 kV cable installation within the past 10 years.
Level 3	Tenderer has extensive experience (more than 2 years) in relation to the scope of work and has dealt with at least 10 projects of 11 kV to 132 kV cable installation within the past 10 years.
Level 4	Tenderer has outstanding experience (more than 5 years) in relation to the scope of work and has dealt with at least 15 projects of 11 kV to 132 kV cable installation within the past 10 years.

Criterion: Proposed Organisation and Staffing	
The scoring of the proposed organisation and staffing will be as follows:	
Level 0	No information provided; OR submission of no substance / irrelevant information provided
Level 1	The organisation chart is sketchy, the staffing plan is weak in important areas. There is no clarity in allocation of tasks and responsibilities. None of the key staff (Supervisor and Cable Layer) are locally based or cannot provide required key staff.
Level 2	The organisational chart is complete and detailed, the technical level and composition of the staffing arrangements are adequate. Provision has been made for at least one Supervisor and one Cable layer which are locally based.
Level 3	Besides meeting the "satisfactory" rating, staff are well balanced i.e. they show good co-ordination, complimentary skills, clear and defined duties and responsibilities. Provision has been made for a one Supervisor and two Cable Layers. The Supervisor and Cable Layers are locally based.
Level 4	Besides meeting the "good" rating, the proposed team is well integrated and the key staff members have worked together extensively in the past. Provision has been made for one Supervisor and more than 2 Cables Layers. Key staff and establishment are entirely locally based.

Criterion: Experience Of Key Staff						
The scoring of the proposed organisation and staffing will be as follows:						
Job Title	Number of Years' Relevant Experience on projects of a similar nature					Total Points
	Level 0 0 pts	Level 1 40 pts	Level 2 70 pts	Level 3 90 pts	Level 4 100 pts	
Cable Layers	No Submission	≤ 3	$> 3 \leq 7$	$> 7 \leq 10$	> 10	100
Supervisors	No Submission	≤ 3	$> 3 \leq 7$	$> 7 \leq 10$	> 10	100

Criterion: Plant And Equipment Owned by Tenderer	
The scoring for the plant and equipment owned by the bidder will be as follows:	
Level 0	No information provided; OR submission of no substance / irrelevant information provided
Level 1	No equipment or does not meet minimum requirements. No storage facilities.
Level 2	Tenderer meets the minimum requirements. Physical condition of equipment satisfactory and storage facilities are adequate and organised.
Level 3	Tenderer not only meets the minimum requirement, but has a few additional pieces of specialised equipment in relation to the scope of work. The physical condition of the equipment is good and secure storage facilities are above satisfactory and well organised.
Level 4	Extensive schedule of specialised equipment over and above the minimum requirements. Equipment is well maintained and in an excellent physical condition. Ample storage facilities are available with excellent organisation

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

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T2.2.1 COMPULSORY ENTERPRISE QUESTIONNAIRE

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

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

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

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

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

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 33986-5E 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	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. 		

Tenderers are to include, at the back of their tender submission, a printout of their audited annual financial statements.

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

NAME (Block Capitals):

Date

SIGNATURE:

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.6 MBD 6.1: PREFERENCE POINTS CLAIM

(SCMP 52.7: Basket of Preference Goals)

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

1.0 GENERAL CONDITIONS

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

2.0 ADJUDICATION USING A POINT SYSTEM

- 2.1 The bidder obtaining the highest number of total points will be recommended for the award of the contract.
- 2.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 2.3 Points scored will be rounded off to the nearest 2 decimal places.
- 2.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for 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	
Ownership Goal: Gender (female)	8	
Ownership Goal: Disabilities	2	
Total CLAIMED Points (maximum 20)	20	

5.0 REMIDIES FOR THE SUBMISSION OF FALSE INFORMATION

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

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

*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:
- abused the municipal entity's supply chain management system or committed any improper conduct in relation to such system.
 - been convicted for fraud or corruption during the past five years.
 - wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years.
 - 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 **33986-5E**
Installation of High and Medium Voltage Underground Power Cables 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 their tender submission, copies of the above-mentioned account's, agreements signed with the municipality, lease agreements, or official letters.

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.11 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 their tender submission, a printout of their CSD Registration Report.

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.13 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.

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.14 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: **33986-5E** be successful, a Joint Venture will be established by the parties as listed below, as an unincorporated association, with the purposes of securing and executing the Contract, for the benefit of the Members.

Proposed Joint Venture

Joint Venture Title (name):

Represented by (name):

Tel:

Lead Partner/ Member 1

Entity Name:

Ownership Interest in JV %:

CSD Registration:

CIDB #:

Represented by (name):

Signature:

Partner/ Member 2

Entity Name:

Ownership Interest in JV %:

CSD Registration:

CIDB #:

Represented by (name):

Signature:

Partner/ Member 3

Entity Name:

Ownership Interest in JV %:

CSD Registration:

CIDB #:

Represented by (name):

Signature:

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

T2.2.15 RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

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

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

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.16 EXPERIENCE OF TENDERER

Refer to Additional Conditions of Tender: T1.2.3.4 for Functionality Points evaluation prompts.

The following is a statement of works of similar nature (in relation to the scope of works) recently (within the past 10 years) executed by myself / ourselves.

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

[illegible]

Attach additional pages if more space is required

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

NAME (Block Capitals):

Date _____

SIGNATURE:

T2.2.17 PROPOSED ORGANISATION and STAFFING

Refer to Additional Conditions of Tender: T1.2.3.4 for Functionality Points evaluation prompts.

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 must attach their 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

Refer to Additional Conditions of Tender: T1.2.3.4 for Functionality Points evaluation prompts.

The Tenderer shall list below the personnel which he intends to utilize on the Works, including key personnel (Supervisor, Cable Layer, and Foremen) which may have to be brought in from outside if not available locally.

CATEGORY OF EMPLOYEE	NUMBER OF PERSONS	
	KEY PERSONNEL, PART OF THE CONTRACTOR'S ORGANISATION	KEY PERSONNEL TO BE IMPORTED IF NOT AVAILABLE LOCALLY
Supervisor, Site Agent		
Cable Layers, Artisans and other Skilled workers		
General Worker, Unskilled Workers		
Foremen, Quality Control and Safety Personnel		
Technicians, Surveyors, etc		
Plant Operators		
Others:		
..... ...		

Note: CVs of key personnel may be requested during the contract period.

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

NAME (Block Capitals):

Date

SIGNATURE:

[illegible]

T2.2.19 EXPERIENCE OF KEY PERSONNEL

Refer to Additional Conditions of Tender: T1.2.3.4 for Functionality Points evaluation prompts.

The experience of the Cable Layers and Supervisors in relation to the Scope of Work will be evaluated from three different points of view:

- 1) General experience (total duration of professional activity), level of education and training and positions held of each discipline specific team leader.
- 2) The education, training, skills and experience of the Assigned Staff in the specific sector, field, subject, etc which is directly linked to the scope of work.
- 3) The key staff members' / experts' knowledge of issues which the Tenderer considers pertinent to the project e.g. local conditions, affected communities, legislation, techniques etc.

A CV of the contract manager, site agent(s) and general foreman of not more than 2 pages should be attached to this schedule:

Each CV should be structured under the following headings:

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.20 BIDDER'S JOB COMMENCEMENT AND GUARANTEES

(Note: TO BE COMPLETED IN FULL BY BIDDER)

The bidder must complete and submit the following:

1. BIDDER'S GUARANTEE:

Do you guarantee a minimum period of notice of 2 Hours required for each particular job to commence on site?

YES/NO *

2. MINIMUM WAGE RATES:

Do you comply with the minimum wage rates laid down by your Industries?

YES/NO *

3. REGISTRATION:

Are you registered with:

- i) Electrical Industrial Council - Yes/No*
- ii) Electrical Contractors Association - Yes/No*
- iii) Department of Employment and labour –Yes/No*

* Delete that which is not applicable.

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.21 AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

(This is not an invitation for amendments, deviations or alternatives but should the Tenderer desire to make any departures from the provisions of this contract he shall set out his proposals clearly hereunder. The Employer will not consider any amendment, alternative offers or discounts unless forms (a), (b) and (c) have been completed to the satisfaction of the Employer).

I / We herewith propose the amendments, alternatives and discounts as set out in the tables below :

(a) AMENDMENTS

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

Notes:

- (1) Amendments to the General and Special Conditions of Contract are not acceptable;**
- (2) The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.**

(b) ALTERNATIVES

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

Notes:

- (1) Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.**
- (2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.**
- (3) Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.**

(c) DISCOUNTS

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

Notes:

- (1)** *The Tenderer must give full details of the discounts offered in a covering letter attached to his tender, failing which, the offer will be prejudiced.*

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:**

T2.2.22 AGREEMENT WITH SCOPE OF WORK

The Tenderer is required to sign this page as a declaration to indicate that the scope of work of the contract has been read and fully understood. The Tenderer shall indicate whether or not he accepts the conditions as stated in the scope of works and can or cannot provide the services as stipulated in the scope of work.

Should the Tenderer for any reason have an alternate proposal(s) to the contents of the scope of work, this shall be added to the Amendments, Qualification and Alternatives schedule provided it deems added value to eThekweni Electricity. The Tenderer in this case shall not accept the conditions of the scope of work.

Declaration (Please erase clause/s that are not applicable)

I, the undersigned,
(full name of Company /Close Corporation/Partnership/Sole Proprietary/Joint Venture)

do hereby declare that I have fully read and understood the contents of the scope of work in relation to the contract and [ACCEPT / DO NOT ACCEPT] (erase the option not applicable) the conditions thereof.

By accepting the conditions I declare that the technical specification as highlighted by the scope of work can be met in ALL regards with no deviations.

By not accepting the conditions I declare that the technical specification as highlighted by the scope of work cannot be met in any which way/s by methods as stipulated in the scope of work.

I [DO / DO NOT] (erase the option not applicable) have any alternate proposals to the conditions of the scope of work which may allow me to become technically compliant in ALL regards to the contents of the scope of work.

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.23 PLANT and EQUIPMENT

Refer to Additional Conditions of Tender: T1.2.3.4 for Functionality Points evaluation prompts.

Tenderers shall note that a minimum level of plant and equipment will be a pre-requisite for qualification under this bid enquiry as according to the scope of work. Accordingly, all Tenderers shall schedule such assets, clearly identifying the size, capacity, type, etc. Items intended for use under hire agreements or under loan, the hire or loan agreements for such items shall be attached to the bid document. The loan period shall cover the duration of the contract.

The Tenderer shall also provide details of the secure storage facilities, depots and site offices and the details of personnel in charge which is an essential requirement of the contract as per the scope of work.

The Tenderer shall list the plant and equipment owned by him and which he intends to use during the course of the contract using the form below. The minimum requirements of eThekweni Electricity are listed in the table. Failure to meet the minimum requirements will result in the rejection of the bid. The Tenderer shall also indicate any additional specialised equipment that he may own as this will influence the scoring during the evaluation of the bid. The condition of the equipment owned by the Tenderer and secure storage facilities shall also be assessed by the Engineer and will contribute to the evaluation of this schedule. The table below shall be completed and attached to this sheet. Failure to complete this form will result in the rejection of the bid.

Minimum Requirements of Items of Plant Owned by Tenderer

Minimum Requirements of Items of Plant Owned by Tenderer			
Items of Plant and Equipment	eThekweni's Requirement		Tenderer's Offer
Pulling socks	6 in total	2 small	
		2 medium	
		2 large	
Cable rollers	50		
Water pumps (5 kW, 7m suction head, 75 m³/h)	3		
Compressors	2		
Jack hammers	4		
Shoring jacks	12 in total	4 small	
		4 medium	
		4 large	
Tar cutters (400 mm blade diameter)	2		
Adequate road traffic signs	20 in total, of various applicable road signs		
Specialised vehicles for transportation of plant and equipment	1 five tonne truck		
Generators	2		
Flood lights	6		
Flash lights	8		
Additional Equipment owned by bidder: (Attach to this sheet if applicable)			

The Tenderer undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.24 CONTRACTOR'S HEALTH AND SAFETY PLAN

It is a requirement of this contract, that a Health and Safety Plan, in accordance with eThekweni Electricity's Safety Rules, the Occupational Health and Safety Act 1993 and the Construction Regulations as amended, be submitted with this bid. The Health and Safety Plan must provide for the procedures and equipment necessary to undertake the scope of work specified in this bid document, in all aspects.

Failure to provide this Safety Plan, would render the submitted bid, technically non-compliant.

Additional Safety Precautions

- Contractors will be digging to depths greater than 1,5 m, so shoring is essential.
- All excavations will be done in close proximity to high voltage cables.
- Traffic regulations need to be conformed to.
- Suitable barricading is to be put in place when excavating to prevent harm to humans and animals.
- Person signalling to traffic must have been trained.

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: **33986-5E**

Contract Title: **Installation of High and Medium Voltage Underground Power Cables 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.

FOR THE TENDERER**FOR THE EMPLOYER**

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

C1.2: CONTRACT DATA**C1.2.1 CONDITIONS OF CONTRACT****C1.2.1.1 GENERAL CONDITIONS OF CONTRACT**

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

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

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

C1.2.2 CONTRACT DATA**C1.2.2.1 DATA TO BE PROVIDED BY THE EMPLOYER**

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

1 The Project is: 33986-5**Error! Reference source not found.**
Error! Reference source not found.

1 Period of Performance: **36 months**

1 Start Date : **7 days from the date of issue of letter of award.**

1.2.1.2 The address of the Employer is:

Physical: [1 Jelf Taylor Cres \(HQ\), Stamford Hill, Durban, 4025](#)

Postal: [1 Jelf Taylor Cres, Stamford Hill, Durban, 4025](#)

Telephone: [0313119016](#)

Fax: [N/A](#)

E-Mail: Veer.Ramnarain@durban.gov.za

1.1.1.16 The **name of the Employer's Agent** is

1.2.1.2 The address of the Employer' Agent is: [Mlondolozu Sosibo](#)

Physical: [11 Electron Road \(off Umgeni Road\), Building 10, Springfield, Durban, 4001](#)

Postal: [11 Electron Road, Building 10, Springfield, Durban, 4001](#)

Telephone: [031-322-1100](#)

Fax: [N/A](#)

E-Mail: Mlondolozu.Sosibo@durban.gov.za

3.4.1 Communications by e-mail is permitted.

3.5 The location for the performance of the Project is: eThekweni Electricity area of supply.

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

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

- 3.16 The time-based fees shall not be adjusted for inflation.
- 4.3.1(d) The Service Provider is not required to assist in the obtaining of approvals, licenses and permits from the state, regional and municipal authorities having jurisdiction over the Project.
- 5.13.1 The **penalty** per Day payable is: **5% of the work order estimate subject to a maximum amount of 35% of the work order estimate.**
- 5.4.1 The Service Provider is required to provide Professional indemnity in an amount as set out in the Professional Indemnity Schedule.
1. Insurance against : **Third Party**
 Cover is : **R 1 500 000,00**
 Period of cover : **from the date of commencement of the contract until the expiration of the contract period.**
2. Insurance against : **Material Loss or Damage**
 Cover is : **R 500 000,00**
 Period of cover : **from the date of commencement of the contract until the expiration of the contract period.**
- 7.2 The Service Provider is required to provide personnel in accordance with the provisions of clause 7.2 and to complete the Personnel Schedule.
- 8.1 The Service Provider is to commence the performance of the Services within **1 Day** of date that the Contract becomes effective.
- 8.2.1 The Contract is concluded when: **a period of 36 months has passed from the date that the contract became effective.**
- 8.4.3(c) The period of suspension under clause 8.5 is not to exceed **2 months.**
- 9.1 Copyright of documents prepared for the Project shall be vested with the **Employer.**
- 11.1 A Service Provider may subcontract any work which he has the skill and competency to perform.
- 12.1 Interim settlement of disputes is to be by **Mediation.**
- 12.2/3 Final settlement is by **Arbitration.**
- 12.2.1 In the event that the parties fail to agree on a mediator, the mediator is nominated by : **Deputy Head: HV Operations.**
- 12.4.1 In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by: **Head: Electricity Unit.**
- 13.1.3 All parties in a joint venture or consortium shall carry a minimum professional indemnity insurance of **R2 000 000,00.**
- 13.4 Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within **24 months** from the date of termination or completion of the Contract.
- 13.5.1 The provisions of 13.5 do not apply to the Contract.
- 13.6 The provisions of 13.6 do not apply to the Contract.
- 15 The interest rate will be prime interest rate of the Employers bank at the time that the amount is due.

C1.2.2.2 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 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)

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

To achieve the above requirement, the contractor shall subcontract the following items, but not limited to. Refer to the pricing schedule:

- 1.13. Transport and dumping of material not suitable for backfill: tar, rock, concrete, soil, etc.
- 1.17. Bush clearing (including disposal).
- 1.18. Tree cutting/felling and removal of roots for trenching (including disposal).
- 5.1. Supply and transportation of materials to site (including surplus to tip).
- 5.7. Loading, transporting and offloading of concrete cover slabs from EE stores (average distance to site is 30 km) – Slabs free issue from EE (11 kg)

- 6.1 Reinstatement of road surface.
- 6.2 Reinstatement of grass and plants in lawned and planted areas.
- 6.3 Reinstatement of existing kerbing.
- 6.4 Reinstatement of pavements and driveways.
- 6.6 Installation of joint and cable route markers.
- 6.7 Clearing and removal of rubble from site.
8. Use of transport including driver.

It is the responsibility of the contractor to ensure that the subcontracted services meet the minimum specified CPG.

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

C1.2.3.4 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.

C1.2.3.5 SPECIAL CONDITIONS OF CONTRACT

- SCC1 EThekwini Electricity has the right to have any of the Contractor's personnel removed off site without cancelling the contract if, in eThekwini Electricity's opinion, it is warranted.
- SCC2 EThekwini Electricity reserves the right to request disciplinary/corrective action if, and when required.
- SCC3 The Contractor shall operate under the direction and instructions of the Senior Manager: HV Cables or his/her representative or such person(s) as may be appointed by him.
- SCC4 The Contractor shall transport his staff to, and from, site.
- SCC5 The Contractor shall comply with all local and statutory labour laws and agreements.
- SCC6 The Contractor shall similarly ensure that his staff abide by such rules and regulations.
- SCC7 The Contractor shall maintain a high standard of workmanship expected by eThekwini Electricity and shall comply with any quality assurance and quality procedure implemented by eThekwini Electricity.
- SCC8 The Contractor shall provide all safety apparel, safety equipment and cleaning materials.

SCC9 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: HV Cables or his/her representative, full facilities for carrying out of such enquiries.

SCC10 CARE OF WORKS AND RESPONSIBILITY OF TENDERER

The Tenderer shall take every responsibility for the proper maintenance of the Works and, shall, at his own cost, repair and make good any damage, loss or injury from any cause whatsoever to the Works or any part thereof arising from his failure to do so.

SCC11 CARE AND PREVENT DAMAGE

The Tenderer shall be responsible for any claims arising during execution of the Contract whether in favour of eThekweni Municipality or Third Parties, for loss or damage which arises directly or indirectly from his poor workmanship, negligence or negligent omission or as consequence of his method of execution of the Contract.

SCC12 PROTECTION OF WORKS AND INJURY TO PERSONS

The Tenderer shall, at his own expense, take all precautions requisite for the protection of life and property on, and about, and shall indemnify, and keep indemnified, eThekweni Electricity against losses, claims, demands, proceedings, damages, costs, charges and expenses of whatsoever nature, howsoever arising, in respect of injury to, or death or loss of, or damage to, any property or person at any time during the currency of the Contract.

SCC13 COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993

The Contractor, shall, before commencing execution of his duties under this Contract, produce documentary proof that he has complied in all respects with the provisions of the Compensation for Occupational Injuries and Diseases Act. The Contractor undertakes that he will perform all his obligations and comply with all the provisions of the Compensation for Occupational Injuries and diseases Act and more particularly that he will render all returns and pay all assessments for which he is liable in terms of such Act.

SCC14 OCCUPATION HEALTH AND SAFETY ACT, 1993

The Tenderer shall comply with:

- a) The Occupation Health and Safety Act, 1993 and all Regulations made thereunder; and
- b) All eThekweni Electricity Safety Rules and System Operating Regulations.
- c) Health and Safety Specification
- d) Covid 19 Health and Safety Specification.
- e) Baseline Risk Assessment

The Tenderer acknowledges that he is fully aware of the requirement of all the above and undertakes to employ only people who have been duly authorised in terms thereof and who have received sufficient safety training to ensure that they can comply therewith.

The Tenderer undertakes not to do, or not to allow anything to be done which will contravene any of the provisions on the Act, Regulations, Safety Rules and System Operating Regulations.

The Tenderer shall sign an agreement acknowledging the responsibility in terms of the Occupational Health and Safety Act.

The Tenderer shall appoint a person who will liaise with the Senior Manager: HV Cables or his/her representative, on all relevant safety issues.

eThekwini Electricity may, at any stage during the currency of this agreement, be entitled to:

- a) Do safety audits at the Tenderer's work-places and on its employees; and
- b) Refuse any employee access to its premises if such person has been found to commit any unlawful act or unsafe working practice or is found to be not authorised or qualified in terms of the Act.

SCC15 EXECUTION OF WORK

All the Works under this Contract shall be executed to the full satisfaction of the Senior Manager: HV Cables or his/her representative, and shall be carried out in strict accordance with the contract documents.

No alterations or departure from the terms of this contract shall in any way be made without the written order of the Senior Manager: HV Cables or his/her representative.

The decision of the Senior Manager: HV Cables or his/her representative, shall be binding on the Contractor, without appeal, on all matters relating to the quality of workmanship.

SCC16 SECURITY ARRANGEMENTS

The Contractor shall be obliged to abide by all security arrangements and site regulations in force, at any substation he is required to work at. The Contractor shall similarly ensure that his staff abide by such regulations and arrangements. Security guards shall be provided by eThekwini Electricity to guard exposed cables only and not any property owned by the Contractor.

SCC17 APPOINTMENT OF CONTRACTORS

eThekwini Electricity reserves the right to accept up to three (3) technically and contractually compliant bids from independent tenderers for part, or the whole contract and to place orders on the basis of price and availability. Tenderers are required to have at least one team dedicated to undertake duties as specified in the scope of work of this document.

C2.1: PRICING ASSUMPTIONS / INSTRUCTIONS**C 2.1.1 GENERAL**

The Service Provider is required to provide all the services necessary to undertake the project requirements in accordance with the Scope of Work. This includes all things necessary and incidental to providing the Services, including appointment and payment of subcontractors.

C2.1.2 Quantities Reflected in the Pricing Schedule

C2.1.2.1 The quantities given in the Pricing Schedule are estimates only, and subject to re-measuring during the execution of the work. The Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements for it.

C2.1.2.2 The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Pricing Schedule 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.

C2.1.2.3 The validity of the contract will in no way be affected by differences between the quantities in the Pricing Schedule and the quantities finally certified for payment.

C2.1.3 Pricing in the Pricing Schedule

C2.1.3.1 All rates and amounts quoted in the Pricing Schedule 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.

C2.1.3.2 The prices and rates to be inserted by the Tenderer in the Pricing Schedule shall be the full inclusive prices to be paid by the Employer for the work described under the specific 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.

C2.1.3.3 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, or items which already have Prime Cost or Provisional Sums affixed thereto. If the Contractor omits to price any items in the Pricing Schedule then these items will be considered to have a nil rate or price.

C2.1.3.4 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.

C2.1.4 Payment

C2.1.4.1 Notwithstanding the period stated in Clause 14.2 of CIDB Standard Professional Services Contract payment shall be made within 30 days of date of the Engineer's Certificate, which shall be issued within 14 days of a claim for payment being received by the Engineer.

- C2.1.4.2 It is a condition of payment by the Municipality to registered VAT vendors that no payment for goods/services supplied shall be processed unless a tax invoice (complying with the requirements of Section 20 of the Value-Added Tax Act, 1991) is received from the supplier.
- C2.1.4.3 For the purposes of this clause and provisions of Section 20 of the Value-Added Tax Act, 1991, the Contractor shall be deemed to have received a request for tax invoices upon the date that the goods/services have been supplied.
- C2.1.4.4 Payments will be made monthly in arrears, subject to the invoices and verification thereof by the Senior Manager: HV Cables or his/her representative.
- C2.1.5 Contract Price Adjustment**
- C2.1.5.1 Contractors are required to quote rates per Item for Year 1, Year 2 and Year 3 on the Pricing Schedule.
- C2.1.5.2 The price submitted on the pricing schedule shall be fixed and firm for EACH twelve month period of the contract.
- C2.1.6 Notes to Bill of Quantities**
- 2.1.6.1 Measurements for **Excavation (Item 1)**, **Special Backfilling (Item 7.3)** and **Trench Backfilling (Item 7.4)** will be carried out inside the trench, i.e. the volume before excavation or after compaction. As such, prices for **Excavation (Item 1)**, **Special Backfilling (Item 7.3)** and **Trench Backfilling (Item 7.4)** shall cater for the bulking or shrinkage factor. Measurement for **Supply and Transport of Backfill Material (Item 7.1)** which does not include backfilling and compaction to the trench will be carried out per volume of material delivered to site. Price for sieving of excavated soil for backfilling shall include the cost for stockpiling adjacent or in close proximity to trench.
- C2.1.6.1 Measurements for **Excavation (Item 1)**, **Special Backfilling (Item 7.3)** and **Trench Backfilling (Item 7.5)** will be carried out inside the trench. Measurement for **Supply and Transport of Backfill Material (Item 7.1)** which does not include backfilling and compaction to the trench will be carried out per volume of material delivered to site. Price for sieving of excavated soil for backfilling shall include the cost for stockpiling adjacent or in close proximity to trench.
- C2.1.6.2 Saw cutting will be measured per metre of cut, i.e. if both sides of the trench are saw cut for a trench length of one metre, the measurement for saw cutting will be $(1 + 1) = 2$ m. Saw cutting will be carried out subject to approval by the Engineer.
- C2.1.6.3 The classification of material not suitable for backfilling will be subject to approval by the Engineer.
- C2.1.6.4 Close timbering will be measured per metre of close timbering, irrespective of depth, i.e. if both sides of the trench are close timbered for a trench length of one metre, the measurement for close timbering will be $(1 + 1) = 2$ m. This will exclude joint bays.
- C2.1.6.5 Concrete cover slabs shall be collected from Electricity Main Stores, 11 Electron Road, Springfield.
Approximate weight of cover slabs: 11 kg

Approximate size of cover slabs: (1 395 × 309 × 40) mm
(600 × 380 × 38) mm
(600 × 320 × 38) mm
(600 × 230 × 38) mm

C2.1.6.6 Bidders shall not bind eThekweni Electricity to any minimum quantity per order

C2.1.7 Evaluation

For the purpose of evaluation, eThekweni Electricity shall use the average of the quoted prices per Item for Year 1, Year 2 and Year 3 of the Pricing Schedule.

The Tenderer shall calculate the average price for each item and insert this average price in the column for average prices.

The Tenderer shall further calculate the total amount for each item by multiplying the average price by the estimated quantity and insert this amount in the last column of the Pricing Schedule.

The Tenderer shall add ALL the Total Amounts and insert the sum at the end of the Pricing Schedule and calculate the VAT amount. The total inclusive of VAT shall be transferred to the Form of Offer.

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C2.2: BILL OF QUANTITIES

The Bill of Quantities follows and comprises of 15 pages.

C2.2 : PRICING SCHEDULE

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u> <u>Excl VAT (R)</u> <u>Year 1</u>	<u>Unit Price</u> <u>Excl VAT (R)</u> <u>Year 2</u>	<u>Unit Price</u> <u>Excl VAT (R)</u> <u>Year 3</u>	<u>Average Price</u> <u>Excl VAT (R)</u> <u>=(Y1+Y2+Y3)/3</u>	<u>Est.</u> <u>Quantity</u>	<u>Total Amount Excl VAT</u> <u>(R)</u> <u>=(Average Price x Est. Quantity)</u>
1	Excavation							
1.1.	Excavation of sand or soft soil	m ³					1 000	
1.2.	Excavation of hand pickable soil	m ³					2 000	
1.3.	Excavation of material requiring compressor	m ³					1 000	
1.4.	Excavation of any material with mechanical excavator	m ³					2 000	
1.5.	Saw cutting of un-reinforced hardened surface 100-150 mm	m					150	
1.6.	Saw cutting of un-reinforced hardened surface 150-200 mm	m					150	
1.7.	Saw cutting of un-reinforced hardened surface >200 mm	m					150	
1.8.	Saw cutting of reinforced hardened surface 100-150 mm	m					150	
1.9.	Saw cutting of reinforced hardened surface 150-200 mm	m					150	
1.10.	Saw cutting of reinforced hardened surface >200 mm	m					150	

NAME:

(Block Capitals)

SIGNATURE:

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

DATE:

C2.2: PRICING SCHEDULE (Continued)

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u> <u>Excl VAT (R)</u> <u>Year 1</u>	<u>Unit Price</u> <u>Excl VAT (R)</u> <u>Year 2</u>	<u>Unit Price</u> <u>Excl VAT (R)</u> <u>Year 3</u>	<u>Average Price</u> <u>Excl VAT (R)</u> $= (Y1+Y2+Y3)/3$	<u>Est.</u> <u>Quantity</u>	<u>Total Amount Excl VAT</u> <u>(R)</u> $= (\text{Average Price} \times \text{Est. Quantity})$
1	Excavation(Continued)							
1.11.	Removal of stones in a substation yard	m ³					200	
1.12.	Double handling of ANY of the above excavated materials (excluding clearing of walkways adjacent to trench).	m ³					1 000	
1.13.	Transport and dumping of material not suitable for backfill: tar, rock, concrete, soil, etc.	m ³					500	
1.14.	Removal of kerbing	m					500	
1.15.	Removal of concrete cover slabs (11 kg)	each					1 000	
1.16.	Grass and plants removal in lawned areas.	m ²					100	
1.17.	Bush clearing (including disposal)	m ²					500	
1.18.	Tree cutting/felling and removal of roots for trenching (including disposal)	Per tree					150	
1.19.	Close timbering of trench wall (Timber supplied by Contractor)	m					400	
1.20.	Close timbering of trench wall (Timber supplied by EE)	m					400	
1.21.	Guniting of trench wall (20 mm thickness assumed)	m					100	

NAME:

(Block Capitals)

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

DATE:

C2.2: PRICING SCHEDULE (Continued)

Item	Description	Unit	Unit Price Excl VAT (R) Year 1	Unit Price Excl VAT (R) Year 2	Unit Price Excl VAT (R) Year 3	Average Price Excl VAT (R) =(Y1+Y2+Y3)/3	Est. Quantity	Total Amount Excl VAT (R) =(Average Price x Est. Quantity)
2	JOINT BAYS							
	(a) 33 kV: (4 × 2,4 × 1,5) m	each					15	
	(b) 132 kV: (6 × 3 × 1,5) m	each					9	
	Included in the above price: less cable trench width							
	Excavate and backfill in any type of soil							
	Concrete base of 200 mm thickness - including supply							
	Building brick wall both sides of joint							
	Clean soil around joints up to slab level							
	Bell mouths and sump holes to be dug							
	Clean soil to be put in whole joint bay up to slab level							
	Cable to be supported for 1 m into the trench with sand bags with 30:1 cement mix							
	Close timbering on each side of the joint bay							

NAME:

(Block Capitals)

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

DATE:

C2.2: PRICING SCHEDULE (Continued)

Item	Description	Unit	Unit Price Excl VAT (R) Year 1	Unit Price Excl VAT (R) Year 2	Unit Price Excl VAT (R) Year 3	Average Price Excl VAT (R) =(Y1+Y2+Y3)/3	Est. Quantity	Total Amount Excl VAT (R) =(Average Price x Est. Quantity)
3	LAYING OF PIPES IN GROUND (pipes to be supplied by eThekweni Electricity)							
	a) 50 mm HDPE pipes in ground (approx 100 m lengths) no concrete (for optic fibre cable)	m					200	
	b) 6 m × 160 mm dia. PVC pipes in concrete including concrete	m					200	
	c) 6 m × 100 mm dia PVC pipes in concrete including concrete	m					200	
	d) 6 m × 160 mm PVC pipes to lay (not in concrete)	m					200	
	e) 6 m x 110 mm PVC pipes to lay (not in concrete)	m					200	
4	FILLING PIPES WITH BENTONITE							
	(a) Power cable in 160 mm ducts per metre of duct	m					100	
	(b) Power cable in 200 mm ducts per meter of duct	m					100	

NAME:

(Block Capitals)

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

DATE:

C2.2: PRICING SCHEDULE (Continued)

Item	Description	Unit	Unit Price Excl VAT (R) Year 1	Unit Price Excl VAT (R) Year 2	Unit Price Excl VAT (R) Year 3	Average Price Excl VAT (R) =(Y1+Y2+Y3)/3	Est. Quantity	Total Amount Excl VAT (R) =(Average Price x Est. Quantity)
5	LAYING OF POWER CABLES (Cables to be supplied by eThekweni Electricity)							
5.1.	132 kV XLPE Cables							
	a) 2 500 mm ² Al Single core cable ~ 19,5 kg/m	m					90	
	b) 2 000 mm ² Al Single core cable – 17,5 kg/m	m					90	
	c) 1 200 mm ² Al Single core cable – 13,2 kg/m	m					90	
	d) 1 000 mm ² Cu Single core cable - 16,9 kg/m	m					90	
	e) 900 mm ² Cu Single core cable - 15,6 kg/m	m					90	
	f) 800 mm ² CU Single core cable - 14,5 kg/m	m					90	
	g) 630 mm ² AL Single core cable - 8,7 kg/m	m					90	
	h) 500 mm ² CU Single core cable - 10,9 kg/m	m					90	
	i) 300 mm ² CU Single core cable - 8,9 kg/m	m					90	

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C2.2: PRICING SCHEDULE (Continued)

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u> <u>Excl VAT (R)</u> <u>Year 1</u>	<u>Unit Price</u> <u>Excl VAT (R)</u> <u>Year 2</u>	<u>Unit Price</u> <u>Excl VAT (R)</u> <u>Year 3</u>	<u>Average</u> <u>Price</u> <u>Excl VAT (R)</u> <u>=(Y1+Y2+Y3)/3</u>	<u>Est.</u> <u>Quantity</u>	<u>Total Amount Excl VAT</u> <u>(R)</u> <u>=(Average Price x Est. Quantity)</u>
5.2.	132 kV Fluid Filled (FF) Cables							
	a) 500 mm ² , 3 core AL conductor, FF (ductless)	m					90	
	b) 500 mm ² , S/C AL conductor, FF (hollow conductor)	m					90	
	c) 800 mm ² , S/C AL conductor, FF (hollow core)	m					90	
	d) 0.75 inch ² , 3 core AL conductor, FF (ducted)	m					90	
	e) 0.5 inch ² , S/C CU, FF (ductless)	m					90	
	f) 0.55 inch ² , S/C CU conductor, FF (hollow core)	m					90	
	g) 0,5 inch ² , 3 core CU conductor, FF (ducted)	m					90	

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C2.2: PRICING SCHEDULE (Continued)

Item	Description	Unit	Unit Price Excl VAT (R) Year 1	Unit Price Excl VAT (R) Year 2	Unit Price Excl VAT (R) Year 3	Average Price Excl VAT (R) =(Y1+Y2+Y3)/3	Est. Quantity	Total Amount Excl VAT (R) =(Average Price x Est. Quantity)
5.3	33 kV Fluid Filled (FF) Cables							
	a) 0.4 inch ² , 3 core conductor, FF (ductless)	m					50	
	b) 240 mm ² , 3 core AL conductor, FF (ductless)	m					50	
	c) 400 mm ² , 3 core AL conductor, FF (ductless)	m					50	
	d) 0.25 inch ² , AL conductor, FF (ductless)	m					50	
	e) 0.2 inch ² , CU conductor, FF (SWA)	m					50	
	f) 0.5 inch ² , CU conductor, FF (ductless)	m					50	
	g) 120 mm ² , 3 core CU conductor, FF	m					50	
5.4.	33 kV XLPE Cables							
	a) 630 mm ² , S/C, AL conductor	m					50	
	b) 400 mm ² , S/C, AL conductor	m					50	
	c) 240 mm ² , S/C, CU conductor	m					50	

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C2.2: PRICING SCHEDULE (Continued)

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price Excl VAT (R) Year 1</u>	<u>Unit Price Excl VAT (R) Year 2</u>	<u>Unit Price Excl VAT (R) Year 3</u>	<u>Average Price Excl VAT (R) =(Y1+Y2+Y3)/3</u>	<u>Est. Quantity</u>	<u>Total Amount Excl VAT (R)</u> =(Average Price x Est. Quantity)
5.5.	33 kV PILC Cables							
	a) 150 mm ² , 3 core, CU conductor HSL (PILC)	m					50	
	b) 300 mm ² , 3 core, CU conductor HSL (PILC)	m					50	
	c) 150 mm ² , 3 core, CU conductor HSL (DSTA)	m					50	
	d) 185 mm ² , 3 core, CU conductor HSL (DSTA)	m					50	
	e) 240 mm ² , 3 core, AL conductor (S.W.A.)	m					50	
	f) 240 mm ² , 3 core, AL conductor (DSTA)	m					50	
	g) 300 mm ² , S/C, CU conductor	m					50	
	h) 500 mm ² , S/C, AL, conductor	m					50	
	i) 0,35 inch ² , 3 core, CU conductor (DSTA)	m					50	
	j) 800 mm ² , S/C, CU conductor	m					50	

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C2.2: PRICING SCHEDULE (Continued)

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u> <u>Excl VAT (R)</u> <u>Year 1</u>	<u>Unit Price</u> <u>Excl VAT (R)</u> <u>Year 2</u>	<u>Unit Price</u> <u>Excl VAT (R)</u> <u>Year 3</u>	<u>Average Price</u> <u>Excl VAT (R)</u> <u>=(Y1+Y2+Y3)/3</u>	<u>Est.</u> <u>Quantity</u>	<u>Total Amount Excl VAT (R)</u> <u>=(Average Price x Est. Quantity)</u>
5.6.	11 kV PILC Cables							
	a) 630 mm ² , S/C, CU conductor – 9,3 kg/m	m					300	
	b) 240 mm ² , 3 core, AL conductor – 10,4 kg/m	m					300	
	c) 240 mm ² , 3core, CU conductor – 14,9 kg/m	m					300	
	d) 300 mm ² , 3 core, CU conductor – 17,4 kg/m	m					300	
5.7.	11 kV XLPE Cables							
	a) 630 mm ² , S/C, CU conductor – 7,1 kg/m	m					300	
	b) 185 mm ² , S/C, AL conductor – 1,4 kg/m	m					300	
	c) 240 mm ² , 3 core, AL conductor – 10,1 kg/m	m					300	
	d) 300 mm ² , 3 core, AL conductor – 11,4 kg/m	m					300	

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C2.2: PRICING SCHEDULE (Continued)

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price Excl VAT (R) Year 1</u>	<u>Unit Price Excl VAT (R) Year 2</u>	<u>Unit Price Excl VAT (R) Year 3</u>	<u>Avarage Price Excl VAT (R) =(Y1+Y2+Y3)/3</u>	<u>Est. Quantity</u>	<u>Total Amount Excl VAT (R)</u> =(Average Price x Est. Quantity)
5.8.	Pilot Cables							
	a) 19 Pair – 1,7 kg/m	m					1 000	
	b) 37 Pair – 2,5 kg/m	m					1 000	
6	HAULING OF FIBRE OPTIC CABLES							
	a) 12 Wire Fibre Optic Cable	m					1 000	
	b) 24 Wire Fibre Optic Cable	m					1 000	
	c) Placing of Fibre Optic Manholes (including connectors)	each					100	
	d) Hauling in Draw Wire	per					1 000	
	e) Hauling in Ski Rope to Haul in Fibre Optic Cable	per					1 000	
	f) Fitting of straight through couplings on 40 mm pipe	each					100	

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C2.2: PRICING SCHEDULE (Continued)

Item	Description	Unit	Unit Price Excl VAT (R) Year 1	Unit Price Excl VAT (R) Year 2	Unit Price Excl VAT (R) Year 3	Average Price Excl VAT (R) =(Y1+Y2+Y3)/3	Est. Quantity	Total Amount Excl VAT (R) =(Average Price x Est. Quantity)
7	BACKFILLING							
7.1.	SUPPLY AND TRANSPORTATION OF MATERIALS TO SITE (including surplus to tip)							
	a) Fine clean soil for bedding cable	m ³					500	
	b) Crusher stone	m ³					400	
	c) Umgeni sand	m ³					400	
	d) Cement (50 kg bag)	each					500	
7.2	Sieving of existing soil suitable for backfilling through 6 mm ² screen.	m ³					500	
7.3.	SPECIAL BACKFILLING (including supply of all materials and including surplus to tip)							
	a) Weak concrete mix: (30:1 Umgeni sand and cement)	m ³					200	
	b) Concrete mix: 10 MPa (Umgeni sand, cement and crusher stone)	m ³					200	
	c) Concrete mix: 15 MPa (Umgeni sand, cement and crusher stone)	m ³					200	
	d) Cement mix with existing soil at 30:1	m ³					500	
	e) Bidem	m ³					200	

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C2.2: PRICING SCHEDULE (Continued)

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u> <u>Excl VAT (R)</u> <u>Year 1</u>	<u>Unit Price</u> <u>Excl VAT (R)</u> <u>Year 2</u>	<u>Unit Price</u> <u>Excl VAT (R)</u> <u>Year 3</u>	<u>Average Price</u> <u>Excl VAT (R)</u> <u>=(Y1+Y2+Y3)/3</u>	<u>Est.</u> <u>Quantity</u>	<u>Total Amount Excl VAT</u> <u>(R)</u> <u>=(Average Price x Est. Quantity)</u>
7.4.	Sandbags							
	a) Fine clean soil in sandbags (20 kg)	each					200	
	b) 30:1 soil and cement mix in sandbags (20 kg)	each					200	
7.5.	Trench backfilling.	m ³					1000	
7.6.	Loading, transporting and offloading of concrete cover slabs from EE stores (average distance to site is 30 km) – Slabs free issue from EE (11 kg)	each					1000	
7.7.	Laying of concrete cover slabs (11 kg)	each					1000	
7.8.	Laying of danger tape	m					1000	

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8	REINSTATEMENT							
8.1	Reinstatement of road surface							
	a) Reinstatement of Category A road surface (240 mm)	m ²					800	
	b) Reinstatement of Category B road surface (160 mm)	m ²					800	
	c) Reinstatement of Category C road surface (240 mm) (80 mm)	m ²					800	
	d) Reinstatement of Category D road surface (50 mm)	m ²					2 500	
	e) Reinstatement of Category E road surface (25 mm)	m ²					2 500	
8.2.	Reinstatement of grass and plants in lawned and planted areas	m ²					200	
8.3.	Reinstatement of existing kerbing	m					500	
8.4.	Reinstatement of pavements and driveways	m ²					200	
8.5.	Reinstatement of stones in substation yard	m ³					200	
8.6.	Installation of joint and cable route markers.	each					1000	
8.7.	Clearing and removal of rubble from site	m ³					200	

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C2.2: PRICING SCHEDULE (Continued)

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9.	LABOUR RATES (if required by Engineer)							
9.1.	NORMAL RATES							
	(a) Supervisor	Per hour					100	
	(b) Cable Layer	Per hour					100	
	(c) General Worker	Per hour					100	
9.2.	OVERTIME RATES (WEEK DAYS AND SATURDAYS) – Refer to Clause C3.3.3							
	(a) Supervisor	Per hour					100	
	(b) Cable Layer	Per hour					200	
	(c) General Worker	Per hour					200	
9.3.	SUNDAYS AND PUBLIC HOLIDAYS RATES – Refer to Clause C3.3.3							
	(a) Supervisor	Per hour					100	
	(b) Cable Layer	Per hour					200	
	(c) General Worker	Per hour					200	

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C2.2: PRICING SCHEDULE (Continued)

Item	Description	Unit	Unit Price Excl VAT (R) Year 1	Unit Price Excl VAT (R) Year 2	Unit Price Excl VAT (R) Year 3	Avarage Price Excl VAT (R) $\equiv (Y1+Y2+Y3)/3$	Est. Quantity	Total Amount Excl VAT (R) $\equiv (\text{Average Price} \times \text{Est. Quantity})$
10.	USE OF TRANSPORT INCLUDING DRIVER (if required)							
	(a) Truck: One tonne	Per hour					1440	
	Five tonne	Per hour					480	
	Seven tonne	Per hour					480	
	(b) Small van or car	Per hour					1440	
	(c) Crane Truck	Per hour					1440	
TOTAL EXCLUDING VAT (for ALL items, i.e. Item 1 to Item 8)								
VAT								
TOTAL INCLUDING VAT (this value to be transferred to the Form of Offer)								

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PART C3: SCOPE OF WORK

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C3.1 BACKGROUND

An unhealthy cable network generally increases the risk of disruption of electricity supply due to failures. Depending on the location of the failure, the consequences could result in outages to large industrial as well as vast number of residential consumers. The outages then result in great losses with respect to revenue generation for eThekweni Electricity. It is therefore essential to have a healthy cable network to ensure the continuous supply of electricity to all consumers to prevent such occurrences and ensure good customer services.

Successful bidders will be required to provide the necessary resources, skills and expertise required to carry out excavations and installations of underground power cables on the eThekweni Electricity's high and medium voltage network.

C3.2 EMPLOYER'S OBJECTIVES

The contract deals with the installation of high and medium voltage cables including the associated pilot and/or fibre optic ducts as required.

The scope of the contract covers the laying of high and medium voltage cables for:

- Cable fault repairs; and
- Minor existing route diversions.

C3.3 TECHNICAL SPECIFICATION

C3.3.1 Supervision and Competancy

- C3.3.1.1 The Contractor shall cause all the work to be carried out under the general supervision of a Responsible Person appointed by him in writing in accordance with the requirements of the Occupational Health and Safety Act No. 85 of 1993. The Contractor is permitted to appoint more than one Responsible Person, but at least one shall be resident within the area of the eThekweni Municipality.
- C3.3.1.2 Bidders shall indicate their respective supervisory staff complement and list the background, experience and qualifications of said members which must be currently in the permanent employ of the bidder. 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.
- C3.3.1.3 A copy of the letter of appointment and the acceptance thereof shall be lodged with the Senior Manager: HV Cables. NOSA FORM 5.12.01.03, duly completed, is acceptable for this purpose.
- C3.3.1.4 Should the person appointed in terms of Clause C3.3.1.3 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 Head: Electricity.
- C3.3.1.5 Work on the site will not be permitted to commence until the documents called for in Clause C3.3.1.3 have been received by the Head: Electricity.
- C3.3.1.6 The Contractor shall provide the total infrastructure to competently fulfil the requirements of the contract. This would include adequate management and supervision at all levels.

- C3.3.1.7 The Contractor's Supervisor shall have five or more years experience in MV and HV cables installation and must be currently in the permanent employ of the bidder. The Supervisor must be deemed competent in terms of eThekweni Electricity's Codes of Practice and Safety Rules. A second person is also required, who shall be specifically trained as a Cable Layer so that he can witness switching operations and sign permits as the Competent Person.
- C3.3.1.8 It will be the Contractor's responsibility to ensure that existing services provided to eThekweni Electricity are not compromised. Hence should a Contractor declare a Supervisor who is already committed to an existing contract then eThekweni Electricity shall **not** consider that Supervisor as being available to execute this contract. EThekweni Electricity is an essential service provider with limited resources and has no intention of redeploying existing resources.
- C3.3.1.9 With regard to the execution of work, Bidders are required to indicate in the Pricing Schedule the name of the organisation concerned and to satisfy the Engineer by submission of any additional information necessary, that such organisation is competent to carry out the work and must have had considerable experience in the laying of MV and HV cables.

C3.3.2 Plant and Equipment

Bidders shall note that a minimum level of plant and equipment will be a pre-requisite for qualification under this bid enquiry. Accordingly, all Bidders shall schedule such assets, clearly identifying the size, capacity, type, etc. (Refer to Evaluation Schedule: Plant and Equipment Owned by Bidder and Technical Specification). Items intended for use under hire agreements or under loan, the hire or loan agreements for such items shall be attached to the bid document. The loan period shall be cover the duration of the contract.

C3.3.3 Overtime Working at the Request of the Council

In the event of the Engineer requesting the Contractor to work overtime, the Council will reimburse the Contractor the overtime premium rates applicable to the time of day or week, for each employee involved, unless such overtime has been specified in the specification.

These percentages will be of the employee's normal rate, and not include any living out allowances etc. The rates are as follows:

Weekdays and Saturdays = Normal rate $\times$ 1,5

Sundays and Public holidays = Normal rate $\times$ 2,0

Copies of the relevant time and wage sheets must be produced to the Engineer if requested.

C3.3.4 Measuring and Measurements

All measurements for the purpose of payment shall be made jointly by representatives of the Contractor and the Engineer, or any person appointed by him. The Contractor shall be responsible for obtaining the Engineer's signature approving the measurements which were made.

All measurements of trenching shall be to the nearest standard unit for which rates are given in the Pricing Schedule, except that measurements of length shall be to the nearest 200 mm, width and depth shall be measured to the nearest 50 mm. Where the trench is timbered it shall be measured inside the timbers.

Approved trial holes will be paid for at the Pricing Schedule rates except where such trial holes

form part of the final trench, in which case they will be measured in the run, unless it is essential that they are back-filled prior to the installation of the cables.

No allowances shall be made in measuring for breaking away of the trench, sinking of earth or other such movements.

Different types of ground shall be measured separately and paid for at the respective rates specified in the Pricing Schedule.

Payment for cable supplied and laid shall be the length laid in the trench from centre to centre of joints.

C3.3.5 Administration and Storage Facilities

C3.3.5.1 All Bidders must clearly state:

C3.3.5.1.1 Their respective Administrative Headquarters, Branch Offices, etc., with accompanying staffing levels; and

C3.3.5.1.2 Site offices and storage facilities (addresses and telephone numbers required and the name(s) and positions of responsible staff.

C3.3.5.2 All materials used in construction will be issued by the Council. 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.

C3.3.5.3 It will therefore be expected that the successful Contractor(s) have sizeable premises and/or site office(s)/depot(s).

C3.3.5.4 In addition to the requirement of Clause C3.3.5.2, each successful Bidder shall have an administrative centre having secretarial/reception facilities which cater for telephonic and email communication at all times during the working day.

C3.3.6 Standard Dress Code

The Contractor's staff shall be required to comply with standard dress code of two piece red overalls as determined by eThekweni Electricity with company name and telephone number, safety shoes and socks, or an alternative dress code approved by the Engineer, at all times whilst attending to their field duties. It shall be the Contractor's responsibility to provide **two sets** of all necessary safety apparel to each employee to comply with this dress code.

C3.3.7 Control And Safe-Keeping of Materials

C3.3.7.1 In the course of execution of projects as envisaged under the scope of this specification, all materials will be provided by the Council 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 material shall rest with the Contractor and any shortfall in the quantities so utilized, or any damage sustained whilst in the possession of the Contractor, shall be charged to the account of the Contractor at full replacement value, plus a 20% handling charge.

C3.3.7.2 Bidders need note that quantities of materials which cannot be accounted for will result in payment(s) being withheld/delayed and/or where appropriate and at the sole discretion of the Head: Electricity, deductions in the amount of the replacement value, plus a 20% handling charge being debited against such payments.

C3.3.7.3 Materials supplied by the Council and issued to the Contractor shall always remain the

property of the Council, irrespective of whether the Contractor has been charged, and paid for the material or not. In the event of the Contractor being charged for missing material, and subsequently returning the same to the Materials Management Stores, his account will be credited by the value of the average cost of the material. Council issued material shall only be used on Council projects.

C3.3.8 Issue of Work/Projects

C3.3.8.1 Work as envisaged under this bid enquiry will take the form of a number of separate projects of varying size issued throughout the contract period. As such and as it is not possible to specifically state the monetary value, size and frequency of such projects and, furthermore, as it is not possible to schedule such projects in advance, no guarantees can be given of monthly work allocations to the successful Bidder(s).

C3.3.8.2 In view of the limitations imposed by Clause C3.3.8.1 above, issue of work (on a per project basis) to the successful bidder(s), shall be at the sole discretion of the Head: Electricity and no claims shall be entertained regarding the allocation of such work, notwithstanding this, eThekweni Electricity intends to allocate work to the most responsive Bidder in each instance.

C3.3.8.3 Due recognition shall be given to the competency and resources of the Contractor(s) at the time of issue of work and cognisance will be taken of current/existing workloads, target dates and performance levels.

C3.3.9 Limitation on Allocation of Projects

Taking cognisance of the contents of Clauses C3.3.8, a limitation may be placed on the percentage of work issued to a successful Bidder, such limitation being specified at the commencement of the contract period and at a level deemed appropriate by the Head: Electricity. Contractors need therefore agree to accept such a condition and refrain from expecting work allocation in excess of their limitation and capabilities.

C3.3.10 Past Performance

Contractors who have failed to perform satisfactorily over the past three years may be precluded from consideration under this enquiry. In particular, Contractors who have failed to meet project completion dates through their own inabilities, performed work outside the scope of the Department's Codes of Practice notwithstanding obligation to comply therewith, or failed to keep good and proper control of materials, may be disqualified from the adjudication process.

C3.3.11 Construction Industry Development Board (CIDB)

Only those bidders who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a Contractor grading designation equal to or higher than **4EB/4EP** are eligible to submit bids.

C3.3.12 Spare Parts

C3.3.12.1 eThekweni Electricity reserves the right to supply any spare part which may be required by the Contractor in the satisfactory execution of the required scope of work.

C3.3.12.2 Where the Contractor is required to supply the spare part, **a handling fee of 15%** of the cost of the spare part will be payable to the Contractor, provided a copy of the supplier's invoice is submitted with the claim.

- C3.3.12.3 Only manufacturer approved spares will be used. When original equipment manufacturer (OEM) spares are unavailable, re-engineered solutions shall be approved by the Senior Manager: HV Cables.

C3.3.13 Response Time

The Contractor will be expected to have a maximum response time of **two hours** for any work that may arise at any time.

C3.3.14 Appointment of Contractors

Ethekwini Electricity reserves the right to accept up to three (3) technically and contractually compliant bids from independent tenderers for part, or the whole contract and to place orders on the basis of price and availability. Tenderers are required to have at least one team dedicated to undertake duties as specified in the scope of work of this document.

C3.4 GENERAL TECHNICAL

C3.4.1 132 and 33 kV Cable Installation – Route Conditions

The Contractor shall, before trenching commences, familiarise himself with the route and conditions on site.

Where the relevant survey pegs of the route are not apparent, the exact location of the trench shall be approved by the Engineer, or any person appointed by him.

C3.4.2 Sign Boards

The Contractor shall at all times display to the approval of the Engineer sufficient signs at the work site with the name of the Contractor doing the work and a telephone number to which any queries or complaints can be directed. If the work is done outside normal working hours, a relevant telephone number shall be displayed.

C3.4.3 Continuity of Work

Every effort must be made to provide continuity of work and avoid delays. Claims for delays or waiting time will be accepted only if they can be shown to be the Council's responsibility. Work undertaken outside normal working hours will be paid at special rates as stated in the Pricing Schedule.

C3.4.4 Barricading of Excavations

Barricading of all trenches and excavations shall be carried out in accordance with the requirements of the Occupational Health and Safety Act.

C3.4.5 Excavations

- C3.4.5.1 Excavation shall be carried out in accordance with the requirements of the Occupational Health and Safety Act and SABS 10198 Part VII.

- C3.4.5.2 Trenches shall be kept as straight as possible and shall be excavated to an approved formation and in accordance with the dimensions specified by the Engineer.

- C3.4.5.3 The Contractor shall supply and install the shoring timber in accordance with the requirements of the Occupational Health and Safety Act. All trenches shall be close timbered to full depth

with a projection of 200 mm above ground level. Installation shall be at rates given in the Pricing Schedule at per metre run of trench, per side inclusive, irrespective of depth. Trench excavation will be measured and paid for, inside timbers.

- C3.4.5.4 The bottom of each trench shall be firm and of smooth contour.
- C3.4.5.5 Hardened road surfaces shall be machine cut without disturbing the road bond between the adjacent road surface and soil. Where applicable, any associated curbing and channelling shall also be cut if it is not practicable to burrow under the obstruction.
- C3.4.5.6 Where trenches pass from one section to another, and where a change of level is necessary, the bottom of the trench shall rise or fall gradually to the approval of the Engineer.
- C3.4.5.7 The material from each trench shall be placed adjacent to the trench but leave a walkway of 500 mm width on both sides, in such a manner as to prevent nuisance or damage to adjacent hedges, trees, ditches, drains, gateways and other property and shall be stacked so as to avoid undue interference with traffic. Where, owing to certain conditions, this is not possible, the excavated materials shall, with the approval of the Engineer, be removed from the site and returned for refilling the trench on completion of laying. All surplus material and materials not suitable for backfilling shall be disposed of by the Contractor at the rates quoted in the Pricing Schedule.
- C3.4.5.8 In order to facilitate the re-use of excavated material for road foundations and surfacing, the excavated materials shall be separated into hard road material, soil and other material.
- C3.4.5.9 Unless otherwise agreed, provision shall be made during excavation and until interim restoration has been completed, for reasonable access of persons and vehicles to property or places adjacent to any excavations.
- C3.4.5.10 When the excavations of trenches have been accurately executed, notice shall be given by the Contractor to the Engineer to enable an inspection and measuring up of the trench to be carried out without undue delay. Cable laying shall not commence until the Engineer has approved the trench.
- C3.4.5.11 Where necessary, the contractor will be required to clear vegetation or trees on cable routes and sealing end sites as detailed in Clause **C3.4.5.12 to C3.4.5.16** below.
- C3.4.5.12 Where trenches cross lawned areas, the grass shall be removed in squares, kept well watered and carefully replaced.
- C3.4.5.13 Where trenches cross planted areas, the plants shall be removed, stored with soil and roots intact, kept well watered and carefully replaced.
- C3.4.5.14 Where trenches cross the bush, the Contractor shall clear the bush. All cut vegetation and inorganic waste resulting from clearing the bush, irrespective of size or volume shall be gathered and removed from site to eThekweni Municipality dumping site within twenty-four (24) hours.
- C3.4.5.15 Where trees are directly on the cable route shall be cut to ground level and roots removed for trenching. All cut vegetation and inorganic waste resulting from cutting trees, irrespective of size or volume shall be gathered and removed from site to eThekweni Municipality dumping site within twenty-four (24) hours. A tree shall be defined for purposes of this contract as single trunk growth having a diameter (measured one metre above ground level) greater than 100 mm.

- C3.4.5.16 Trees adjacent to the trench shall NOT be cut and the tree roots shall NOT be cut where this could be detrimental to the tree.
- C3.4.5.17 Stone in substation yards shall be removed prior to excavation and placed in a suitable position for re-instatement.
- C3.4.5.18 If, during the course of excavating, obstructions are encountered which necessitate alterations to the trench, or the adoption of a special form of trench, such trenching must receive the prior approval of the Engineer.
- C3.4.5.19 Trial holes are to be excavated by the Contractor as and when requested by the Engineer, or where reasonable doubt exists regarding the proximity of other services.
- C3.4.5.20 The Contractor shall be responsible for obtaining information regarding the positions of electric cables, Telkom cables, water pipes, stormwater pipes and sewers and any other services along the routes to be excavated and he shall be held responsible for damage caused by him to the existing plant and services.

C3.4.6 Joint Bays

The joint bay price (in the Pricing Schedule) shall include the following:

- C3.4.6.1 Excavation and backfilling in any type of soil. This is extra over and above the normal trench which will be measured at the rates applicable to the soil.
- C3.4.6.2 Close timbering on both sides.
- C3.4.6.3 Concrete base - including supply of concrete mix.
- C3.4.6.4 When required, building brick wall on each side of joints and slabs - including supply of brick materials.
- C3.4.6.5 Bell mouth and sump holes.
- C3.4.6.6 The joint bay shall be completely filled with soft soil or sand to the level of the cable including over the joint walls and slabs. Price to include for the supply and placing of sand. This shall be well consolidated before slabbing of the joint bay.
- C3.4.6.7 Where the cables leave the joint bay they shall be supported on sandbags containing a sand and cement weak mix (approx 30:1) back to a distance of 1 m into the trench.
- C3.4.6.8 If considered necessary by the Engineer, the sand shall be "watered in" around the joint boxes.
- C3.4.6.9 If necessary increased joint bay size will be calculated pro-rata on joint bay price.

C3.4.7 Cable laying

Cables shall be laid according to SANS 10198 Part VIII or NRS 079 depending on the voltage level, with the following additional requirements:

- C3.4.7.1 The Contractor shall, before installing the cable, at his own expense familiarise himself with the conditions on site.

- C3.4.7.2 Before any cables are laid, trenches shall be inspected thoroughly to ensure that it is free from all objects likely to damage the cable either during or after cable laying operations.
- C3.4.7.3 The method of laying of cables shall be approved and no cable shall be winch pulled without the use of a dynamometer. The maximum tension on the cables during laying operations must not exceed the figure specified by the manufacturer. A swivel head must be used to avoid any rotation. If necessary, bond pulling techniques must be employed.
- C3.4.7.4 Except where ducts, tunnels or pipes are provided and unless instructed to the contrary by the Engineer, the Contractor shall lay cables direct in ground.
- C3.4.7.5 The depth of laying of cables in the ground shall be specified by the Engineer. Any variations from the specified depth shall have to be approved by the Engineer.
- C3.4.7.6 The Contractor shall maintain an approved means of communication between operators at the winch, pulling eye and the drum end of the cable during laying operations.
- C3.4.7.7 A form approved by the Engineer must be used for the recording details of each cable pull. Details must include approximate pulling speed and pulling load.
- C3.4.7.8 The spacing of cable circuits must be maintained constant.
- C3.4.7.9 All reasonable steps must be taken to maintain the optimum rating of the cable.
- C3.4.7.10 The phase position in a trefoil group must remain constant.
- C3.4.7.11 Where cables are to be laid under or along a railway line, the Contractor shall ensure that this work is carried out in accordance with the Transnet Freight Rail Electrolysis Regulations.
- C3.4.7.12 Where PVC cable pipes are required to be laid by the Contractor, these shall be supplied by eThekweni Electricity and shall be laid and jointed in an approved manner, by the Contractor.
- C3.4.7.13 After the cable pipes have been laid, they shall be thoroughly cleaned internally and the ends sealed in an approved manner.
- C3.4.7.14 The Contractor shall ensure that all cable pipes are sound and free from "rag" before drawing cables therein.
- C3.4.7.15 Where banks of cable pipes exist, the Contractor shall keep a record and advise the Engineer of the particular pipes used for the works. This must be shown on the "as laid" route records/sketches.
- C3.4.7.16 If required by the Engineer the pipes carrying power cables shall be filled with "Bentonite". The price for this shall include for the supply and sealing the ends of the pipes with Denso tape or similar material to the satisfaction of the Engineer.
- C3.4.7.17 Where the cables leave the pipes they shall be supported on sandbags containing a sand-cement weak mix (approx. 30:1) back to a distance of approximately 500 mm into the trench.
- C3.4.7.18 Each length of power cable shall be numbered and after site testing, these numbers shall appear on the test certificate covering the respective length of cable.

C3.4.8 Covering and Backfilling

- C3.4.8.1 Filling in of trenches shall not commence until the Engineer has inspected and approved the cables on site. Such inspection shall not be unreasonably delayed.
- C3.4.8.2 At least 75 mm of fine clean soil shall be placed to form a bed for the cables. Use of existing soil or import soil shall be at the Engineer's discretion.
- C3.4.8.3 Where existing soil is to be used, it shall be sieved through a screen having a mesh not greater than 6 mm².
- C3.4.8.4 Where imported soil is to be used, the Contractor shall supply and deliver the soil to site at a rate indicated on the Pricing Schedule.
- C3.4.8.5 Imported soil for bedding the cable shall be free of ash, sharp stones or any other aggressive soil and shall have a maximum soil thermal resistivity of 1,2 K.m/W. It is the responsibility of the contractor to ensure that the soil supplied meets this requirement. eThekweni Electricity will conduct the soil thermal resistivity test on site to verify that the soil meets this requirement. If soil supplied does not meet this requirement, no payment will be made.
- C3.4.8.6 Payment shall be made against measurements of the fill material in the trench after compaction (i.e. not against delivered uncompacted loads).
- C3.4.8.7 The cables shall be thoroughly inspected prior to covering with imported soil to a compacted level of 75 mm above the top of the cable. Hard wooden rammers are to be used.
- C3.4.8.8 A layer of protective concrete slabs must then be placed centrally over the cables covering all cables. These concrete slabs will be provided by the eThekweni Electricity.
- C3.4.8.9 After the concrete slabs have been laid, the serving of each cable shall be tested according to IEC 60840 prior to filling the trench. The test will be carried out by eThekweni Electricity. Backfilling over the concrete slabs shall be carried out after the serving tests have been completed.
- C3.4.8.10 Power driven mechanical rammers shall be used for reinstatement of the excavated materials, after the first 300 mm of soil have been placed over the concrete slabs, and then after every 300 mm of backfill with a final consolidation using a vibrator-roller.
- C3.4.8.11 The material used for backfilling above the slabs shall be the in situ material excavated from the trench, when such material is of sufficient grade to meet the Engineer's requirements.
- C3.4.8.12 After the trench has been backfilled up to 300 mm below the ground surface, cable danger tape shall be laid directly above the cables. These danger tapes will be provided by the eThekweni Electricity.
- C3.4.8.13 The refilled trench shall be maintained in a thoroughly safe condition by the Contractor, at his own expense, for the duration of the contract, or until permanently re-instated by the authority concerned. The Contractor shall notify the Engineer timeously when damaged tarmac and concrete surfaces can be reinstated and the Engineer will arrange for this to be undertaken.

C3.4.9 Reinstatement

- C3.4.9.1 All surfaces disturbed during installation of the cables shall match as closely as possible the original materials removed both in quality and appearance.
- C3.4.9.2 The Contractor shall reinstate temporarily and maintain the surface of all excavations in existing hardened roads. The temporary reinstatement shall consist of a weak concrete mix.
- C3.4.9.3 The Contractor shall upon request reinstate permanently and maintain the surface of all excavations in existing roads (hardened surfaces). Testing by use of Dynamic Cone Penetrometer (DCP) shall be undertaken to ensure that the required compaction of the trench has been achieved as per Clause C3.4.9.4.
- C3.4.9.4 Each backfill layer of sand, after compaction is tested for compaction using a handheld 8.2kg DCP tester to achieve a minimum test result of 5 blows/ 100mm penetration. The final layer be compacted to a minimum test requirement of 15 to 20 blows per 100mm penetration. SOP for reinstatement shall be provided by the eThekweni upon request.
- C3.4.9.5 The rate for both temporary and permanent road reinstatement shall cover the supply, placing and compaction of materials to form the new layers as required. The Contractor shall undertake the reinstatement at the rates provided in the Pricing Schedule.
- C3.4.9.6 The Contractor shall reinstate all existing kerbs that were disturbed during excavation. The rate shall cover concrete mix and laying of kerbs.
- C3.4.9.7 The Contractor shall reinstate all pavements and driveways that were disturbed during excavation. The rate shall cover supply of materials and construction.
- C3.4.9.8 The Contractor shall carefully replace all grass and plants removed in lawned and planted areas.
- C3.4.9.9 The Contractor shall reinstate stones removed in the substation yard. Any traces of sand shall be sieved out from the stones before re-instatement.
- C3.4.9.10 At the completion of the works, the Contractor shall install cable joint or route markers at specified points along the route of the cable. These markers will be provided by the eThekweni Electricity. There are two types of route markers: Type 1: Concrete posts (2100mm x 175mm x 100mm). Type 2: Concrete slabs (230mm x 230mm x 50mm). The type to be used for each specific project will be approved by the Engineer.
- C3.4.9.11 At the completion of the works, the Contractor shall clear the site and remove all rubble and waste that resulted from the works of this contract. The Contractor shall notify the Engineer to inspect the site once it has been cleared.

C3.4.11 Incidental Work

- C3.4.11.1 The Contractor shall be responsible at his own expense for the removal of accumulated water from whatever cause, so as to prevent any risk of damage to cables, covers and other materials required and shall carry out the necessary pumping and baling.
- C3.4.11.2 All concrete work and brickwork shall be approved before fabrication.
- C3.4.11.3 The removal of obstructions along the route shall be approved and carried out at pre-determined agreed rates.

C3.4.12 Temporary Road Traffic Signs

- C3.4.12.1 The Contractor shall provide, erect and maintain on the site and at all positions on the approaches to the site all road traffic signs necessary for the direction and control of traffic.
- C3.4.12.2 The details of all such signs, which shall conform to the current Road Ordinance and Regulations, must be approved by the Engineer before erection. A departmental publication entitled "Safety in Road Construction" will form part of the bid documents when applicable.
- C3.4.12.3 The signs shall be reflectorised or adequately illuminated at night in a manner approved by the Engineer and kept clean and legible at all times. The Contractor shall reposition, cover or remove signs as required during the progress of the works.
- C3.4.12.4 Labour must be provided for traffic control (stop/go and red flags) when approved by the Engineer and will be paid at labour rates according to the Pricing Schedule.
- C3.4.12.5 The Contractor shall have the following temporary road traffic signs as a minimum;

Sign Name	Road sign (Picture)	Sign Name	Road sign (Picture)
Temporary Left lane ends		One way left	
Temporary right lane ends		No entry	
Temporary sharp curve chevron (triple)		Stop/Go-Ry road sign c/w swlvel stand	
Temporary danger plate/ Delineator plate		Temporary turn right road sign	
Temporary traffic stop control ahead		Temporary turn left road sign	
Temporary road narrows from left side only		Temporary proceed right only	
Temporary road narrows from right side only		Temporary proceed left only	

Temporary “STOP/GO” control ahead.		Temporary keep right	
Temporary roadworks		Temporary keep right	
One way right			

C3.4.12.6 The Contractor shall provide metal stands to erect the signs.

PART C4: ANNEXURES

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

