



## DEPARTMENT (Cluster)

### TECHNICAL SERVICES

## DIRECTORATE (Unit)

### Energy Management

## DIVISION

### MV/LV 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:** 31843-5E

**Contract Title:** House Services – Installation, erection and termination of low voltage underground and overhead electric cables, streetlight circuitry, customer service cables connections and associated equipment during a 36-month period

**Estimated CIDB:** Grade: 3 or Higher Class: EP or EB

## **CLARIFICATION MEETING AND QUERIES**

**Clarification Meeting:** [Compulsory Clarification Meeting](#)

**Meeting Location:** [eThekweni Energy Management Training Centre, 17 Supply Road,](#)

**Date, Time:** [Springfield on 13 October 2025 at 11:00](#)

**Queries can be addressed to:** [Name: Tumo Mpetsane](#)

**The Employer's Agent's:** [Tel: 031-311-9420](#)

**Representative:** [eMail: Tumo.Mpetsane@durban.gov.za](#). All email queries must be submitted by 23 October 2025 and consolidated questions and answers to be uploaded on website by 30 October 2025.

## **TENDER SUBMISSION**

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

**Delivery location:** [The Tender Box in the foyer of the Municipal Building, 166 KE Masinga Road, Durban](#)

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

**JDE Queries  
Contact:**

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

**Closing Date/ Time:** [Friday, 07 November 2025](#) at [11h00](#)

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

**Issued by:**

**ETHEKWINI MUNICIPALITY**

**Deputy Director:** [MV/LV Operations](#)

**Date of Issue:** [03/10/2025](#)

Document Version 01/07/2025

## **FOR OFFICIAL USE ONLY**

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

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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 [House Services – Installation, erection and termination of low voltage underground and overhead electric cables, streetlight circuitry, customer service cables connections and associated equipment during a 36-month period.]

<b>Subject</b>	<b>Description</b>	<b>Tender Data</b>
<b>Employer</b>	The Employer is the eThekweni Municipality as represented by: Deputy <b>Director: MV/LV Operations</b>	C.1.1.1
<b>Tender Documents</b>	Documentation is to be downloaded from the <b>National Treasury's eTenders website</b> or the <b>eThekweni Municipality Website</b> : <ul style="list-style-type: none"> <li>• <a href="https://www.etenders.gov.za/">https://www.etenders.gov.za/</a></li> <li>• <a href="https://www.durban.gov.za/pages/business/procurement">https://www.durban.gov.za/pages/business/procurement</a></li> </ul>	C.1.2
<b>CIDB Eligibility</b>	It is <u>estimated</u> that Tenderers should have a CIDB contractor grading designation of <b>3 or Higher EP or EB</b> (or higher).	C.2.1.2
<b>Clarification Meeting</b>	<b>eThekweni Energy Management Training Centre, 17 Supply Road, Springfield on 13 October 2025 at 11:00</b>	C.2.7
<b>Seek Clarification</b>	Queries relating to these documents are to be addressed to the Employer's Agent's Representative whose contact details are: <b>Name: Tumo Mpetsane</b> <b>Tel: 031-311-9420</b> <b>eMail: Tumo.Mpetsane@durban.gov.za. All email queries must be submitted by 23 October 2025 and consolidated questions and answers to be uploaded on website by 30 October 2025.</b>	C.1.4
<b>Submitting a Tender Offer</b>	The Tender Offer (hard copy) shall be delivered to:  <b>The Tender Box in the foyer of the Municipal Building, 166 KE Masinga Road, Durban</b>  An <b>electronic submission</b> , via the eThekweni Municipality <b>JDE System (SSS Module)</b> , is also to be made. Refer to Part T1.1.2 and Tender Data: C.2.13. Notwithstanding the <b>electronic submission</b> , a tender offer will only be deemed valid if the "hard copy" submission has been made.	C.2.13
<b>Closing Time</b>	The Tender Offer (hard copy) shall be delivered, and the electronic submission completed, both on or before <b>Friday, 07 November 2025</b> , at or before <b>11h00</b> .	C.2.15
<b>Evaluation of Tender Offers</b>	<b>The 80/20</b> Price Preference Point System, as specified in the <b>SCM Policy: Section 52: Preferential Procurement</b> will be applied in the evaluation of tenders. <b>Tender Data: C.3.11: Evaluation of Tender Offers</b> details the awarding of Preference Points, and other related evaluation requirements.	C.3.11

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

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

through Infrastructure Contracts

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

### **3) Assistance with using the JDE System**

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

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

### **4) Viewing of available tenders**

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

## 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](http://www.durban.gov.za) by following these links:

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

The following is to be noted:

- The information for registration as in the possession of the 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**

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



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

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

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

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

#### C.1.5 Cancellation and Re-Invitation of Tenders

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

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

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

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

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

#### C.1.6 Procurement procedures

##### C.1.6.1 General

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

##### C.1.6.2 Competitive negotiation procedure

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

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

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

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

<b>C.2.7 Clarification meeting</b>	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 <b>Tender Data</b> .	necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.
<b>C.2.8 Seek clarification</b>	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 <b>Tender Data</b> .	<b>C.2.12 Alternative tender offers</b>
<b>C.2.9 Insurance</b>	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 <b>Contract Data</b> . The tenderer is advised to seek qualified advice regarding insurance.	C.2.12.1 Unless otherwise stated in the <b>Tender Data</b> , 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.
<b>C.2.10 Pricing the tender offer</b>	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 <b>Tender Data</b> .  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 <b>Contract Data</b> .  C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the <b>Tender Data</b> . The conditions of contract identified in the <b>Contract Data</b> may provide for part payment in other currencies.	C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the <b>Tender Data</b> 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.
<b>C.2.11 Alterations to documents</b>	Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or	<b>C.2.13 Submitting a tender offer</b>
		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 <b>Contract Data</b> and described in the scope of works, unless stated otherwise in the <b>Tender Data</b> .  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 <b>Tender Data</b> , with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.  C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the <b>Tender Data</b> . 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

<p>employer shall hold liable for the purpose of the tender offer.</p>	<p>C.2.15.2 Accept that, if the employer extends the closing time stated in the <b>Tender Data</b> for any reason, the requirements of these conditions of tender apply equally to the extended deadline.</p>
<p>C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the <b>Tender Data</b>, as well as the tenderer's name and contact address.</p>	<p><b>C.2.16 Tender offer validity</b></p>
<p>C.2.13.6 Where a two-envelope system is required in terms of the <b>Tender Data</b>, place and seal the returnable documents listed in the <b>Tender Data</b> in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the <b>Tender Data</b>, as well as the tenderer's name and contact address.</p>	<p>C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the <b>Tender Data</b> after the closing time stated in the <b>Tender Data</b>.</p>
<p>C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the <b>Tender Data</b>.</p>	<p>C.2.16.2 If requested by the employer, consider extending the validity period stated in the <b>Tender Data</b> for an agreed additional period with or without any conditions attached to such extension.</p>
<p>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.</p>	<p>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).</p>
<p>C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the <b>Tender Data</b>.</p>	<p>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".</p>
<p><b>C.2.14 Information and data to be completed in all respects</b></p> <p>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.</p>	<p><b>C.2.17 Clarification of tender offer after submission</b></p> <p>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.</p>
<p><b>C.2.15 Closing time</b></p> <p>C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the <b>Tender Data</b> not later than the closing time stated in the <b>Tender Data</b>. Accept that proof of posting shall not be accepted as proof of delivery.</p>	<p><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></p> <p><b>C.2.18 Provide other material</b></p>

<p><b>C.2.18.1</b> 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.</p> <p>Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.</p>	<p>up to five (5) working days before the tender closing time stated in the <b>Tender Data</b> and notify all tenderers who collected tender documents.</p>
<p><b>C.2.18.2</b> Dispose of samples of materials provided for evaluation by the employer, where required.</p>	<p><b>C.3.1.2</b> Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:</p>
<p><b>C.2.19 Inspections, tests and analysis</b></p> <p>Provide access during working hours to premises for inspections, tests and analysis as provided for in the <b>Tender Data</b>.</p>	<p>a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;</p> <p>b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or</p> <p>c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.</p>
<p><b>C.2.20 Submit securities, bonds and policies</b></p> <p>If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the <b>Contract Data</b>.</p>	<p><b>C.3.2 Issue Addenda</b></p> <p>If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the <b>Tender Data</b>. If, as a result a tenderer applies for an extension to the closing time stated in the <b>Tender Data</b>, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.</p>
<p><b>C.2.21 Check final draft</b></p> <p>Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.</p>	<p><b>C.3.3 Return late tender offers</b></p>
<p><b>C.2.22 Return of other tender documents</b></p> <p>If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the <b>Tender Data</b>.</p>	<p>Return tender offers received after the closing time stated in the <b>Tender Data</b>, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.</p>
<p><b>C.2.23 Certificates</b></p> <p>Include in the tender submission or provide the employer with any certificates as stated in the <b>Tender Data</b>.</p>	<p><b>C.3.4 Opening of tender submissions</b></p>
<p><b>C.3 The employer's undertakings</b></p>	<p><b>C.3.4.1</b> Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the <b>Tender Data</b>. Tender submissions for which</p>
<p><b>C.3.1 Respond to requests from the tenderer</b></p>	
<p><b>C.3.1.1</b> Unless otherwise stated in the <b>Tender Data</b>, respond to a request for clarification received</p>	

	acceptable reasons for withdrawal have been submitted will not be opened.		tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.
C.3.4.2	Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the <b>Tender Data</b> , the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBEE status level and time for completion for the main tender offer only.	<b>C.3.8</b>	<b>Test for responsiveness</b>
C.3.4.3	Make available the record outlined in C.3.4.2 to all interested persons upon request.	C.3.8.1	Determine, after opening and before detailed evaluation, whether each tender offer properly received: <ul style="list-style-type: none"> <li>a) complies with the requirements of these Conditions of Tender,</li> <li>b) has been properly and fully completed and signed, and</li> <li>c) is responsive to the other requirements of the tender documents.</li> </ul>
<b>C.3.5</b>	<b>Two-envelope system</b>	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: <ul style="list-style-type: none"> <li>a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,</li> <li>b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or</li> <li>c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.</li> </ul> <p>Reject a non-responsive tender offer and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.</p>
C.3.5.1	Where stated in the <b>Tender Data</b> that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the <b>Tender Data</b> and announce the name of each tenderer whose technical proposal is opened.	<b>C.3.9</b>	<b>Arithmetical errors, omissions and discrepancies</b>
C.3.5.2	Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the <b>Tender Data</b> , and announce the score obtained for the technical proposals and the total price and any points claimed on BBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.	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.
<b>C.3.6</b>	<b>Non-disclosure</b>	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: <ul style="list-style-type: none"> <li>a) the gross misplacement of the decimal point in any unit rate;</li> <li>b) omissions made in completing the pricing schedule or bills of quantities; or</li> <li>c) arithmetic errors in:</li> </ul>
	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.		
<b>C.3.7</b>	<b>Grounds for rejection and disqualification</b>		
	Determine whether there has been any effort by a tenderer to influence the processing of		



- (i) line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
- (ii) the summation of the prices.

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

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

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

### **C.3.10 Clarification of a tender offer**

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

### **C.3.11 Evaluation of tender offers**

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

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions

establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

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

### **The activities associated with evaluating tender offers are as follows:**

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



<b>C.3.11.1 General</b>	<p>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 <b>Tender Data</b>.</p>	<p>f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.</p>
<b>C.3.12 Insurance provided by the employer</b>	<p>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 <b>Contract Data</b>, require the employer to provide.</p>	<b>C.3.14 Prepare contract documents</b>
<b>C.3.13 Acceptance of tender offer</b>	<p>Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:</p> <ul style="list-style-type: none"> <li>a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;</li> <li>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;</li> <li>c) has the legal capacity to enter into the contract;</li> <li>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;</li> <li>e) complies with the legal requirements, if any, stated in the <b>Tender Data</b>; and</li> </ul>	<p>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:</p> <ul style="list-style-type: none"> <li>a) addenda issued during the tender period,</li> <li>b) inclusion of some of the returnable documents and</li> <li>c) other revisions agreed between the employer and the successful tenderer.</li> </ul> <p>C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.</p>
		<b>C.3.15 Complete adjudicator's contract</b>
		<p>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.</p>
		<b>C.3.16 Registration of the award</b>
		<p>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.</p>
		<b>C.3.17 Provide copies of the contracts</b>
		<p>Provide to the successful tenderer the number of copies stated in the <b>Tender Data</b> of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.</p>
		<b>C.3.18 Provide written reasons for actions taken</b>
		<p>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.</p>

## **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: MV/LV Operations**

#### **C.1.2 Tender documents:**

The Tender Documents issued by the Employer comprise:

- 1) This procurement document.
- 2) The **Conditions of Contract** and associated **Contract Data** are identified in **Section C1.2.1**. Tenderers/ Contractors are required to obtain their own copies.
- 3) The **Specifications** identified in **Section C3.3.1**. Tenderers/ Contractors are required to obtain their own copies.
- 4) **Drawings**, if applicable, issued separately from this document, or bound in **Section C3.4** (as an Annexure).
- 5) In addition, Tenderers are advised, in their own interest, to obtain their own copies of the following acts, regulations, and standards referred to in this document as they are essential for the Tenderer to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies, and the participation of targeted enterprise and labour.
  - The Employer's Supply Chain Management Policy (as at advertising date).
  - The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations (2014).
  - The Construction Industry Development Board Act No 38 of 2000 and the Regulations issued in terms of the Act (July 2013).
  - SANS 1921:2004 – Construction and Management Requirements for Works Contract, Parts 1-3.
  - eThekwini Electricity Code of Practice (COP) for UGM, OHM and Substations.
  - CIDB Standard for Developing Skills Through Infrastructure Contracts, published in Gazette Notice No. 48491 of 28 April 2023.
  - 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: **Thandi Sishi**  
Tel: **031-311-9413**  
eMail: **Thandi.Sishi2@durban.gov.za**

The Employer's Agent's Representative is:

Name: **Tumo Mpetsane**  
Tel: **031-311-9420**  
eMail: **Tumo.Mpetsane@durban.gov.za**. All email queries must be submitted by 23 October 2025 and consolidated questions

and answers to be uploaded on website by  
30 October 2025.

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

#### **C.1.6 Procurement procedures:**

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

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

### **C.2: TENDERER'S OBLIGATIONS**

#### **C.2.1 Eligibility:**

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

##### **C.2.1.1 Eligibility: General**

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

- (a) 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
  - T2.2.2: Certificate of Attendance at Clarification Meeting/ Site Inspection
  - T2.2.3: MBD 4: Declaration of Interest
  - T2.2.4: Contracts Awarded by Organs of State in the past 5 years
  - T2.2.5: MBD 6.1: Preference Points Claim Form (SCM Policy Section 52.7)
  - T2.2.6: MBD 8: Declaration of Bidder's Past SCM Practices
  - T2.2.7: MBD 9: Certificate of Independent Bid Determination
  - T2.2.8: Declaration of Municipal Fees
  - T2.2.9: Contractor's Health and Safety Declaration
  - T2.2.10: CSD Registration Report
  - T2.2.11: CIDB Registration and Status

- T2.2.12: Joint Venture Agreements (if applicable)
  - T2.2.13: Record of Addenda to Tender Documents
  - T2.2.14: Proposed Organisation and Staffing
  - T2.2.15: Key Personnel
  - T2.2.16: Construction Approach, Methodology, and Quality Control
  - T2.2.17: Plant and Equipment
  - T2.2.18: Contractor's Health and Safety Plan
- (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.**
- T2.2.1: SARS Tax Compliance Status - PIN Issued (submitted with the Compulsory Enterprise Questionnaire).
  - 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 **EP or EB** class of construction work, are eligible to have their tenders evaluated.

Joint ventures are eligible to submit tenders provided that:

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

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

Replace this paragraph with the following:

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

#### C.2.6 Acknowledge addenda:

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

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

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

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

**eThekwini Energy Management Training Centre, 17 Supply Road, Springfield on 13 October 2025 at 11:00**

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.2.10.2 Pricing the tender offer:**

The following is to be noted in terms of Tenderers being **VAT Registered**, or being a **Non-VAT Vendor** (ie. not VAT registered).

If the Tenderer is **VAT registered**, the Tenderer's Rates in the Schedule of Prices are to exclude VAT. VAT is to be shown separately on the Schedule of Prices summary page, and on the Form of Offer (Part C1.1.1).

If the Tenderer is a **Non-VAT Vendor**, the Tenderer's Rates in the Schedule of Prices are to include VAT. VAT is not to be shown separately on the Schedule of Prices summary page, or on the Form of Offer (Part C1.1.1). VAT will not be added to, or deducted from, rates or prices submitted from **Non-VAT Vendors**. The tendered priced will be deemed to include all VAT, taxes, and any applicable excise duties.

Tenderers are to refer to Part C2.1: PRICING ASSUMPTIONS / INSTRUCTIONS prior to pricing the 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. : **31843-5E**
- Contract Title : **House Services – Installation, erection and termination of low voltage underground and overhead electric cables, streetlight circuitry, customer service cables connections and associated equipment during a 36-month period**

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

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

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

After completion and signature (using **BLACK INK**), the entire Tender document is to be scanned to a single PDF (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). The copy of the complete bid submission, together with an excel file of their completed Schedule of Prices in Contract Part C2, Pricing Data, C2.2. The excel template of the Schedule of Prices in C2.2 shall be made available on the National Treasury’s eTenders website or the eThekweni Municipality’s. This PDF file and excel template file should be named using the contract number and the Tenderer’s name, eg. “31843-(5E)– Tenderers Name.PDF”. The memory-stick must be labelled with the Tenderer’s name and securely fixed to the paper submission. Tenderers are responsible for resolving all access rights and submission queries on the JDE System before the tender closing date/ time (**Tender Data: C.2.15**).

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

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

#### **C.2.15 Closing date and time:**

The closing time is:

- **Date** : **Friday, 07 November 2025**
- **Time** : **11h00**

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

#### **C.2.16 Tender offer validity:**

In terms of the SCM Policy (CI.21.2) tenders must remain valid for acceptance for a period of twelve (12) months after the expiry of the original validity period, unless the Municipality is notified in writing of anything to the contrary by the tenderer.

#### **C.2.23 Certificates:**

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** which requires the “SARS Tax Compliance Status – PIN Issued” to be included with this returnable



document.

### **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> )

### **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. Notwithstanding the completion of Returnable Document T2.2.6, should no B-BBEE Status Level of Contribution Certificate be returned no points for Preferential Procurement will be deemed to have been claimed. The Amended Construction Sector Code (Government Gazette No.41287) is applicable to the B-BBEE compliance measurement of all entities that fall within the Construction Sector. The requirements for measurement and verification of entities are contained in the "Amended Code Series CSC000: Framework for Measuring Broad Based Black Economic Empowerment in the Construction Sector", as published in Notice 931 of 2017, Government Gazette No.41287 of 01/12/2017.

An EME Contractor with a Total Annual Revenue of less than R3 million may present an affidavit OR a certificate issued by the CIPC OR an authorised B-BBEE verification certificate by a SANAS accredited Verification Agency.

Any B-BBEE Certificate where the entity has been assessed using will not be accepted.

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



#### **C.3.1.1 Respond to requests from the tenderer:**

Replace the words “five working days” with “three working days”.

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

Add the following paragraph:

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

#### **C.3.4 Opening of Tender Submissions:**

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

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

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

Add the following Clause:

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

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

##### **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**

##### **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 **80/20** preference points system, for requirements with a Rand value up to R50,000,000 (all applicable taxes included), will be applied. The Formula used to calculate the **Price Points (max. 90)** will be according to that specified below.

##### **Price Points**

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

##### **80/20 Procurement System**

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

Where:      $P_s$      =     Points scored for comparative price of bid under consideration  
                $P_t$      =     Comparative price of bid under consideration

$P_{min}$  = Comparative price of lowest acceptable bid

### **Preference Points**

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

The Basket of Preference Goals (SCM Policy Section 52.7)

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

The Preference Points 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: 60%

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

<b>Ownership Categories</b>	<b>Criteria</b>	<b>80/20</b>
<b>Race: Black (w1)</b>	Equals 0%	0
	Between 0% and 51%	8
	Greater or equal to 51% and less than 100%	16
	Equals 100%	20
<b>Gender: Female (w2)</b>	Equals 0%	0
	Between 0% and 51%	8
	Greater or equal to 51% and less than 100%	16
	Equals 100%	20
<b>Disabilities (w3)</b>	Equals 0%	0
	Between 0% and 51%	8
	Greater or equal to 51% and less than 100%	16
	Equals 100%	20

**Maximum Ownership Goal Points:** 60

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

- $w1 = 20\%$ ,  $w2=20\%$ ,  $w3=20\%$  (where:  $w1 + w2 + w3 = 60\%$ )

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

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

- **RDP Goal: The promotion of South African owned enterprises**  
Goal Weighting: **40%**

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

<b>Location</b>	<b>80/20</b>
Not in South Africa	0
South Africa	10
Kwa Zulu Natal	20
eThekweni Municipality	40
<b>Maximum Goal Points:</b>	40
<b>Proof of claim as declared on MBD 6.1</b> (1 or more of the following will be used in verifying the Tenderer's status)	
<ul style="list-style-type: none"> <li>• CSD report</li> </ul>	

### 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.
- If applicable, the Tenderer is **registered**, and "**Active**", with the **Construction Industry Development Board** in an appropriate contractor grading designation.
- 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.
- The Tenderer has not:
  - Abused the Employer's Supply Chain Management System; or
  - Failed to perform on any previous contract and has been given a written notice to this effect.
- The Employer is reasonably satisfied that the Tenderer has in terms of the Construction Regulations (2014), issued in terms of the Occupational Health and Safety Act (1993), the **necessary competencies and resources to carry out the work safely**.

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

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

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

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

**C.3.17 Copies of contract:**

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

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

### **T1.2.3.1 Complaints and Objections (Appeals)**

Reference is to be made to Clause 49 of the eThekweni Supply Chain Management Policy.

In terms of Section 49 of the EtheKwini SCM Policy any person aggrieved by decisions taken in the implementation of the SCM System may lodge, within 14 days of notification thereof, a written objection against the decision. The objection with regard to the decision is to be directed to:

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

Any objection will only be processed upon receipt of a non-refundable administration fee of **R1,814.00** (including VAT), as stipulated in the Municipality's current SCM Policy. An objection will only be considered upon receipt of proof of payment of this fee which must be paid into the following bank account as a real-time payment:

EThekweni Metropolitan Municipality  
Nedbank  
Account Number: 110-782-1118  
Reference Number: Use the Contract Number

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

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

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

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

### **T1.2.3.3 Code of Conduct and Local Labour**

The Tenderers shall make themselves familiar with the requirements of the following policies:

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

### **T1.2.3.4 Functionality Specification**

Functionality Evaluation is not applicable to this tender.

## **PART T2: RETURNABLE DOCUMENTS**

### **T2.1 LIST OF RETURNABLE DOCUMENTS**

#### **T2.1.1 General**

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

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

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

#### **T2.1.2 Returnable Schedules, Forms and Certificates**

##### **Entity Specific**

<b>T2.2.1</b>	<b>Compulsory Enterprise Questionnaire .....</b>	<b>28</b>
<b>T2.2.2</b>	<b>Certificate of Attendance at Clarification Meeting/ Site Inspection .....</b>	<b>29</b>
<b>T2.2.3</b>	<b>MBD 4: Declaration of Interest .....</b>	<b>30</b>
<b>T2.2.4</b>	<b>Contracts Awarded by Organs of State in the past 5 years .....</b>	<b>32</b>
<b>T2.2.5</b>	<b>MBD 6.1: Preference Points Claim Form (SCM Policy Section 52.7).....</b>	<b>33</b>
<b>T2.2.6</b>	<b>MBD 8: Declaration of Bidder's Past SCM Practices .....</b>	<b>35</b>
<b>T2.2.7</b>	<b>MBD 9: Certificate of Independent Bid Determination .....</b>	<b>37</b>
<b>T2.2.8</b>	<b>Declaration of Municipal Fees .....</b>	<b>39</b>
<b>T2.2.9</b>	<b>Contractor's Health and Safety Declaration .....</b>	<b>40</b>
<b>T2.2.10</b>	<b>CSD Registration Report.....</b>	<b>42</b>
<b>T2.2.11</b>	<b>CIDB Registration and Status .....</b>	<b>43</b>
<b>T2.2.12</b>	<b>Joint Venture Agreements (if applicable) .....</b>	<b>44</b>
<b>T2.2.13</b>	<b>Record of Addenda to Tender Documents.....</b>	<b>45</b>

##### **Technical Evaluation**

<b>T2.2.17</b>	<b>Proposed Organisation and Staffing .....</b>	<b>46</b>
<b>T2.2.18</b>	<b>Key Personnel .....</b>	<b>47</b>
<b>T2.2.21</b>	<b>Construction Approach, Methodology, and Quality Control .....</b>	<b>48</b>
<b>T2.2.23</b>	<b>Plant and Equipment .....</b>	<b>49</b>
<b>T2.2.24</b>	<b>Contractor's Health and Safety Plan .....</b>	<b>50</b>

**Contract Part:** The Tenderer is required to complete following forms:

<b>C1.1.1</b>	<b>Form of Offer .....</b>	<b>51</b>
<b>C1.2.2.2</b>	<b>Data to be Provided by Contractor .....</b>	<b>57</b>
<b>C2.2</b>	<b>Schedule of Prices .....</b>	<b>61</b>

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

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

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

**Tenderers 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 **31843-5E** 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**<sup>1</sup>.
- 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 CONTRACTS AWARDED BY ORGANS OF STATE IN THE PAST 5 YEARS**

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

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

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

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

**Date**

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

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

(SCMP 52.7: 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 or 90 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.

<b>80/20 Preference Points System</b> The Specific Goals to be allocated points in terms of this tender:	<b>Maximum Number of points ALLOCATED</b>	<b>Tenderer's Number of points CLAIMED</b>
<b>Ownership Goal:</b> Race (black)	4	
<b>Ownership Goal:</b> Gender (female)	4	
<b>Ownership Goal:</b> Disabilities	4	
<b>RDP Goal:</b> The promotion of South African owned enterprises.	8	
<b>Total CLAIMED Points (maximum 20)</b>	<b>20</b>	

#### 5.0 REMEDIES FOR THE SUBMISSION OF FALSE INFORMATION

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

**Tenderers are to include, at the back of 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:**

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

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

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

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

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

Circle Applicable	
YES	NO

- 4.1.1 If YES, provide particulars.

.....

.....

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

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

YES	NO
-----	----

- 4.2.1 If YES, provide particulars.

.....

.....

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

YES	NO
-----	----

- 4.3.1 If YES, provide particulars.

.....

.....



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

YES

NO

4.4.1 If YES, provide particulars.

.....  
 .....

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

YES

NO

4.5.1 If YES, provide particulars.

.....  
 .....

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

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

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

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

### **NOTES**

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

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

### **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid for: Contract **31843-5E**  
House Services – Installation, erection and termination of low voltage underground and overhead electric cables, streetlight circuitry, customer service cables connections and associated equipment during a 36-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 consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices.
  - (b) geographical area where product or service will be rendered (market allocation).
  - (c) methods, factors or formulas used to calculate prices.
  - (d) the intention or decision to submit or not to submit, a bid.
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid.
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

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

Reference is to be made to the **Tender Data: C.2.23 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:**

## **T2.2.9 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 OHS Act 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 OHS Act 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 OHS Act 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 Schedule of Prices to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2014, and that I will be liable for any penalties that may be applied by the Client in terms of the said Regulations (Regulation 33) for failure on the Principal Contractor's part to comply with the provisions of the Act and the Regulations.
- 8 I, the undersigned, agree that failure to complete and execute this declaration to the satisfaction of the Client will mean that this company is unable to comply with the requirements of the OHSA 1993 Construction Regulations (2014) and accept that this tender will be prejudiced and may be rejected at the discretion of the Client.

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

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

## **T2.2.10 CSD REGISTRATION REPORT**

Reference is to be made to **Tender Data: C.2.1.1(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	<input type="text"/>	Have Bank Account	<input type="text"/>
Is supplier active?	<input type="text"/>	Total annual turnover	<input type="text"/>
Supplier type	<input type="text"/>	Financial year start date	<input type="text"/>
Supplier sub-type	<input type="text"/>	Registration date	<input type="text"/>
Legal name	<input type="text"/>	Created by	<input type="text"/>
Trading name	<input type="text"/>	Created date	<input type="text"/>
Identification type	<input type="text"/>	Edit by	<input type="text"/>
Government breakdown	<input type="text"/>	Edit date	<input type="text"/>
Business status	<input type="text"/>	Restricted Supplier	<input type="text"/>
Country of origin	<input type="text"/>	Restriction Last Verification Date	<input type="text"/>
South African company/CC registration number	<input type="text"/>		

**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:**



## T2.2.11 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.

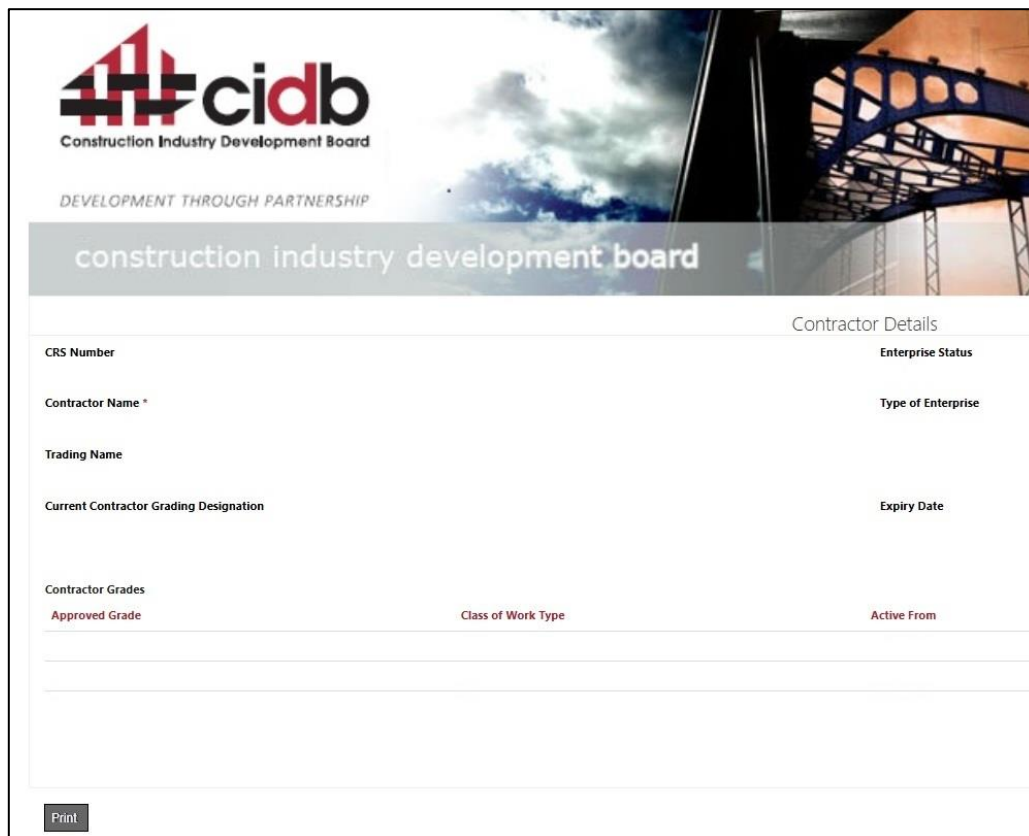
The required class of construction work is specified in the **Tender Data: C.2.1.2**.

**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:**

## **T2.2.1 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: **31843-5E** 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.

## **T2.2.13 RECORD OF ADDENDA TO TENDER DOCUMENTS**

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

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

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

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

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

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

## **T2.2.14 PROPOSED ORGANISATION and STAFFING**

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:**

## T2.2.15 KEY PERSONNEL

The Tenderer shall list below the personnel which he intends to utilize on the Works, including key personnel (Contract's Manager, Site Agent, and Foremen) which may have to be brought in from outside if not available locally.

Ref No.	Technical Details	eThekwini Energy Management's Requirements	Bidder's Offer (Tick box ✓)			
1.	Registered Electrician (s)	Yes	Yes		No	
2.	Will the contractor comply with the eThekwini's Safety Rules?	Yes	Yes		No	
3.	Will the contractor comply with Operating Regulations?	Yes	Yes		No	
4.	Will the contractor be subcontracting core duties of this contract?	No	Yes		No	
5	Will the contractor comply with UGM/OHM/SUBSTATION COP?	Yes	Yes		No	
6.	<b>eThekwini Energy Management Competency of electricians</b>		<b>OHM</b>		<b>UGM</b>	
	Name:		Yes	No	Yes	No
	I.D No.:					
	Name:		Yes	No	Yes	No
	I.D No.:					
	Name:		Yes	No	Yes	No
	I.D No.:					
	Name:		Yes	No	Yes	No
7.	<b>Wireman</b>		<b>License Number</b>			
	Name:					
	I.D No.:					
8.	<b>Key Personnel, Part of Contractor's Organisation</b>		<b>Designation</b>			
	Name:					
	Name:					
	Name:					
	Name:					
9.	Notice period for commencement of work	1 Week				
10.	Guarantee of Workmanship	24 Months				

Attach additional pages if more space is required

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:**

## **T2.2.16 CONSTRUCTION APPROACH, METHODOLOGY, AND QUALITY CONTROL**

### Construction Approach and Methodology

The construction approach and methodology must respond to the Scope of Work and outline the proposed approach to undertake the work showing a detailed programme including health and safety aspects, the use of plant and resources for this Project.

### Quality Control

The quality control statement must discuss what tests and control measures are to be employed on site to attain the specified results and is to cover the program associated activities.

**The Tenderer must attach their Construction Methodology and Quality Control information to this page.**

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

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

## **T2.2.17 PLANT and EQUIPMENT**

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

**(a) Details of major equipment that is owned by me / us and immediately available for this contract.**

DESCRIPTION (type, size, capacity etc)	QUANTITY	YEAR OF MANUFACTURE

***Attach additional pages if more space is required***

**(b) Details of major equipment that will be hired, or acquired for this contract if my / our tender is accepted**

DESCRIPTION (type, size, capacity etc)	QUANTITY	HOW ACQUIRED	
		HIRE/ BUY	SOURCE

***Attach additional pages if more space is required***

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:**



## **T2.2.18 CONTRACTOR'S HEALTH AND SAFETY PLAN**

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

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

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

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

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

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

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

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

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

Contract No: **31843 (5E)**

Contract Title: **House Services – Installation, erection and termination of low voltage underground and overhead electric cables, streetlight circuitry, customer service cables connections and associated equipment during a 36-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 Schedule of Prices
- 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 **General Conditions of Contract for Construction Works (2015 3<sup>rd</sup> Edition)**, (GCC 2015) published by the South African Institution of Civil Engineering. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (Tel: 011-805-5947, Fax: 011-805-5971, E-mail: [civilinfo@saice.org.za](mailto:civilinfo@saice.org.za)).

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

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

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

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

1.1.1.13 The **Defects Liability Period**, from the date of the Certificate of Completion, is **24 Months**.

1.1.1.14 The **time for achieving Practical Completion**, from the Commencement Date is **as agreed with Senior Manager: Construction Planning and Works or his/her duly appointed representative and such agreement shall be within the contract period**. The period as stated in 5.3.2, and the 7 days referred to in 5.3.3, are included in the above time for achieving Practical Completion. The special non-working days as stated in 5.8.1 are excluded from the above time for achieving Practical Completion.

1.1.1.15 The Employer is the eThekweni Municipality as represented by:  
Deputy Director: **MV/LV Operations**

1.2.1.2 The address of the Employer is:  
Physical: **Energy Management Directorate, 1 Jelf Taylor Crescent, Durban, 4001**  
Postal: **Energy Management Directorate, P O Box 147, Durban, 4000**  
Telephone: **031-311-9172**  
Fax: **031-311-9010**  
E-Mail: **[Luntu.Mthethwa@durban.gov.za](mailto:Luntu.Mthethwa@durban.gov.za)**

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

1.2.1.2 The address of the Employer' Agent is:  
Physical: **Energy Management Directorate, 1 Jelf Taylor Crescent, Durban, 4001**  
Postal: **Energy Management Directorate, P O Box 147, Durban, 4000**  
Telephone: **031-311-9413**  
Fax: **031-311-9010**  
E-Mail: **[Thandi.Sishi2@durban.gov.za](mailto:Thandi.Sishi2@durban.gov.za)**

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

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

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

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

- **Health and Safety Plan** (refer to Clause 4.3)
- **Initial Programme** (refer to Clause 5.6)
- **Security** (refer to Clause 6.2)
- **Insurance** (refer to Clause 8.6)

5.3.2 The **time to submit the documentation** required before commencement with Works is **5 Days**.

5.3.3 Add the following paragraph:

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

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

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

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

5.8.1 Delete the words “sunset and sunrise” and replace with “17:00 and 07:00”.

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

5.16.3 The **latent defect liability** period is **24 Months**.

8.6.1.1.2 The **value of Plant and materials** supplied by the Employer to be included in the insurance sum: **R 5,000,000**.

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

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

8.6.1.3 The limit of indemnity for **liability insurance**: **R 10,000,000**.

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

**Third Party Insurance (Public Liability)**

- Minimum amount for any one occurrence, unlimited as to the number of occurrences, for the period of the contract, inclusive of the maintenance period: **R 10,000,000**.
- Consequential loss to be covered by policy: **Yes**

- Liability section of policy to be extended to cover blasting: **Yes.**
- Maximum excess per claim or series of claims arising out of any one occurrence: **R 20,000.**

**Principal's own surrounding Property Insurance**

- Minimum amount for any one occurrence unlimited as to the number of occurrences against any claim for damage which may occur to the Council's own surrounding property: **R 20,000.**
- Maximum first excess: **R 15,000.**

**Insurance of Works**

- Minimum amount for additional removal of debris (no damage): **Nil.**
- Minimum amount for temporary storage of materials off site, excluding Contractor's own premises: **Nil.**
- Minimum amount for transit of materials to site: **R 100,000.**

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

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

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

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

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



## **C1.2.2.2 DATA TO BE PROVIDED BY CONTRACTOR**

1.1.1.9 The legal name of Contractor is:

.....

.....

.....

.....

1.2.1.2 The Physical address of the Contractor is:

.....

.....

.....

.....

The Postal address of the Contractor is:

.....

.....

.....

.....

The contact numbers of the Contractor are:

Telephone: .....

Fax: .....

The E-Mail address of the Contractor is:

.....

### **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 Schedule of Prices.**

#### **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 Project 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)**

**CPG not applicable for this contract, refer C1.2.3.8**

#### **C1.2.3.4 FTE (Full Time Equivalent) EMPLOYMENT INFORMATION**

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

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

<b>Level 1</b> Unknown	<b>Level 2</b> No Schooling	<b>Level 3</b> Grade 1-3	<b>Level 4</b> Grade 4	<b>Level 5</b> Grade 5-6
<b>Level 6</b> Grade 7-8	<b>Level 7</b> Grade 9	<b>Level 8</b> Grade 10-11	<b>Level 9</b> Grade 12	<b>Level 10</b> Post Matric

<b>Category A:</b> Employed as Local Labour for this contract only <b>Category B:</b> Temporarily employed by the Contractor <b>Category C:</b> Permanently employed by the Contractor
--

- Category of Employment

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

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

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

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

#### **C1.2.3.5 PERFORMANCE MONITORING OF SERVICE PROVIDERS**

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

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

#### **C1.2.3.6 EXCEPTED RISKS (Clause 8.3)**

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

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

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

#### a) CIDB Skills Standard

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

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

### **C1.2.3.8 EMPOWERMENT STRATEGIES**

In compliance with empowerment strategy requirements, this contract has been split into Contract 31843- (5E) (CIDB grading of 3EP/3EB and above) and Contract 31851- (5E) (CIDB grading not exceeding 2EP/2EB), with contract 31851- (5E) targeting emerging contractors.

NOTE 1: As part of the empowerment initiative, entities will only be awarded on one contract (31843- (5E) or 31851- (5E)).

NOTE 2: For tracking and monitoring purposes, contract 31843- (5E) and 31851- (5E) will be awarded together.

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

### **C2.1.1 GENERAL**

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

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

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

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

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

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

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Schedule of Prices and in accordance with the General and Special Conditions of Contract, the Specifications and Technical Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.

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

### **C2.1.6 PRICING OF THE SCHEDULE OF PRICES**

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

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

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

All rates and amounts quoted in the Schedule of Prices 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 Schedule of Prices.

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

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

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

## **C2.2: SCHEDULE OF PRICES**

The Schedule of Prices follows and comprises of 18 pages. The pages are numbered 62 to 79. All work to be done in accordance with specifications and Codes of Practice. Prices to include any site clearing, site establishment, transport /carrying of materials and equipment and the use of such specialised tools as may be required.

### **YEAR 1**

#### **SECTION 1 - UGM**

1.1	<b>Trenching &amp; backfilling in normal soil conditions</b>		
	Trenching in normal soil conditions, bedding, laying of marker tape, backfilling and compaction. Rates are to be given per linear metre of trench. All excess rubble to be removed and site returned to an acceptable condition. Items expressed in width x depth.		
Item	Description	Unit	Unit Price Excl. VAT (R)
1.1.1	300 x 500 mm	m	
1.1.2	400 x 800 mm	m	
1.1.3	1000 x 500 mm – Proving Trench	m	
1.1.4	1000 x 800 mm – Proving Trench	m	
1.2	<b>Trenching &amp; backfilling in hard soil conditions</b>		
	Trenching using jackhammer, bedding, laying of marker tape, backfilling and compaction Rates are to be given per linear metre of trench. (Trench depth 650mm or 950mm additional 150mm deep to allow for bedding soil). All excess rubble to be removed and site returned to an acceptable condition. Items expressed in width x depth		
1.2.1	300 x 650 mm	m	
1.2.2	400 x 950 mm	m	
1.2.3	Supply bedding sand/m <sup>3</sup>	m <sup>3</sup>	
1.3	<b>LV cable joints</b>		
	LV cable joints. Rates to be quoted are per a joint, inclusive of all phases.		
1.3.1	2.5 - 25 mm <sup>2</sup>	each	
1.3.2	35 - 95 mm <sup>2</sup>	each	
1.3.3	150 - 240 mm <sup>2</sup>	each	
1.3.4	35 - 95 mm <sup>2</sup> Transition Joint Paper-PVC	each	
1.3.5	150 - 240 mm <sup>2</sup> Transition Joint Paper-PVC	each	
1.4	<b>Installation of LV ground mounted kiosks</b>		
	Install ground mount kiosks, including base/slab and housing.		
1.4.1	6 and 12 Way consumer distribution units including fuse holders installation	each	
1.4.2	LV/Street lighting Switch Pillar	each	
1.4.3	Uprate 6 to 12 way consumer distribution unit including fuse holders installation	each	
1.4.4	Install earth spike and connect to consumer distribution unit	each	
1.5	<b>Installation of cable ducts and erection of cable duct markers</b>		
	Laying of cable ducts including trenching, bedding, backfilling and compaction 800mm below the road surface, per linear metre of duct laid.		
1.5.1	Laying of PVC 110mm -160mm diameter duct	m	

1.6	<b>Laying of LV cables</b>		
	Laying of LV cables inclusive of cable trays. Excluding trenching, backfilling and pulling through ducts.		
1.6.1	LV cable up to 25 mm <sup>2</sup>	m	
1.6.2	LV cable 35 - 95 mm <sup>2</sup>	m	
1.6.3	LV cable 150 - 240 mm <sup>2</sup>	m	
1.6.4	185 - 240 mm <sup>2</sup> Single core LV cable	m	
1.7	<b>Pulling of cables through ducts</b>		
	Pulling of cables through ducts excluding the laying of duct		
1.7.1	LV cable up to 25 mm <sup>2</sup>	m	
1.7.2	LV cable 35 - 95 mm <sup>2</sup>	m	
1.7.3	LV cable 150 - 240 mm <sup>2</sup>	m	
1.7.4	Single core LV cable 185 - 240 mm <sup>2</sup>	m	
1.8	<b>Termination of LV cables in mini substations</b>		
	LV Cable terminations in mini substations, inclusive of all phases.		
1.8.1	4 - 25 mm <sup>2</sup> Stranded / Concentric Cu PVC	each	
1.8.2	16 - 50 mm <sup>2</sup> 4 Core PVC	each	
1.8.3	95 - 150 mm <sup>2</sup> 4 Core PVC	each	
1.8.4	240 mm <sup>2</sup> 4 Core PVC	each	
1.8.5	95 - 150 mm <sup>2</sup> CNE PVC	each	
1.8.6	150 - 240 mm <sup>2</sup> CNE PVC	each	
1.8.7	185 - 240 mm <sup>2</sup> Single core LV cable	each	
1.9	<b>Termination of LV cables in ground mounted CDU's/meter boxes/kiosks</b>		
	Include the installation of circuit breakers or fuses, inclusive of all phases.		
1.9.1	4 - 25 mm <sup>2</sup> Stranded / Concentric Cu PVC	each	
1.9.2	16 - 50 mm <sup>2</sup> 4 Core PVC	each	
1.9.3	95 - 150 mm <sup>2</sup> 4 Core PVC	each	
1.9.4	240 mm <sup>2</sup> 4 Core PVC	each	
1.9.5	95 - 150 mm <sup>2</sup> CNE PVC	each	
1.9.6	150 - 240 mm <sup>2</sup> CNE PVC	each	
1.10	<b>LV Circuits in substations</b>		
	Install LV circuits for substations.		
1.10.1	Install LV frame / board in substation	each	
1.10.2	Install Stripline Board (200A - 800A)	each	
<b>Total for UGM Work</b>		R	

## SECTION 2 – OHM

2.1	<b>Planting of Poles (normal soil conditions)</b>		
	Excavation to specified depth, physically carrying, positioning, setting vertical alignment, backfilling, compaction and all other actions required for the planting of poles, but excluding stays and dressings.		
2.1.1	Wooden/Fibre Glass /Steel 5 - 7m	each	
2.1.2	Wooden/Fibre Glass/Steel 9m	each	
2.1.3	Wooden/Fibre Glass/Steel 10m - 13m	each	
2.1.4	Concrete 9 m circular	each	
2.1.5	Concrete prestressed 9m 4kN - 7kN	each	
2.1.6	Concrete prestressed 9m 17.5kN, 10 - 11 m 8kN	each	
2.2	<b>Planting of Poles (hard ground)</b>		
	Excavation using Jack Hammer. Excavation to specified depth, physically carrying, positioning, setting vertical aligning, backfilling, compaction and all other actions required for the planting of the following poles in accordance with the specification, but excluding stays and dressings.		
2.2.1	Wooden/Fibre Glass/Steel 5 - 7m	each	
2.2.2	Wooden/Fibre Glass/Steel 9m	each	
2.2.3	Wooden & Steel 10m - 13m	each	
2.2.4	Concrete 9 m circular	each	
2.2.5	Concrete prestressed 9m 4kN - 7kN	each	
2.2.6	Concrete prestressed 9m 17.5kN, 10 - 11 m 8kN	each	
2.3	<b>Splices for overhead mains</b>		
	Full tension splices, jointing inclusive of all phases		
2.3.1	Pine /Oak Al conductor (3 conductors)	set	
2.3.2	25 mm <sup>2</sup> LV ABC (2 Cores)	set	
2.3.3	50 - 95 mm <sup>2</sup> LV ABC (4 Cores)	set	
2.4	<b>Reclamation of overhead conductors</b>		
	Rates must allow for the reclaiming of the associated hardware, excluding poles and stays. Prices to include transportation and be priced per kilogram. (R/kg)		
2.4.1	Bare Copper	/kg	
2.4.2	Bare Aluminium	/kg	
2.4.3	ABC	/kg	
2.4.4	Airdac	/kg	
2.5	<b>Reclamation of poles and stays and hardware</b>		
	Reclamation & return to stores of poles and associated hardware. Prices to include transportation.		
2.5.1	Wooden Poles	each	
2.5.2	Concrete Poles/Steel Poles	each	
2.5.3	Fibre Glass poles	each	
2.5.4	Removal of Stays	each	
2.6	<b>Dressing Of Poles On 10, 16 and 25 mm<sup>2</sup> Airdac Routes</b>		
	Dressing of Intermediate service poles, price per dressing. Rates must allow for affixing of pole numbers.		
2.6.1	LDW1	each	
2.6.2	LDC1	each	
2.6.3	LDW2	each	
2.6.4	LDC2	each	



2.7	<b>Dressing of poles LV ABC.</b>		
	Including the use of such specialized tools as may be required. Allow for affixing of pole numbers, all temporary stays that may be necessary but exclude planting of pole, price per dressing.		
2.7.1	LAX 1/25	each	
2.7.2	LAX 2/25	each	
2.7.3	LAX 3/25	each	
2.7.4	T-Off from 25 mm <sup>2</sup> ABC LV Route	each	
2.7.5	LAX 1/50 - 1/95	each	
2.7.6	LAX 2/50 - 2/95	each	
2.7.7	LAX 3/50 - 3/95	each	
2.7.8	T-Off from 50-95 mm <sup>2</sup> ABC LV Route	each	
2.8	<b>Strutting and Staying of Poles</b>		
	Strutting /Staying of poles, including excavation necessary.		
2.8.1	Erection of Stays	each	
2.8.2	Erection of Stays in hard ground	each	
2.8.3	Erection of Struts	each	
2.8.4	Installation of anti-climbing device	/pole	
2.9	<b>Stringing of ABC and Airdac</b>		
	Stringing of ABC cable and Airdac on dressed poles, rates must allow for tensioning as specified. Prices per metre inclusive of all phases.		
2.9.1	Airdac 10 - 25 mm <sup>2</sup>	m	
2.9.2	ABC LV 2 core x 25 mm <sup>2</sup>	m	
2.9.3	ABC LV 4 core x 50 mm <sup>2</sup>	m	
2.9.4	ABC LV 4 core x 95 mm <sup>2</sup>	m	
2.10	<b>Earthing of LV ABC</b>		
	Construction of combined neutral earth points on ABC in accordance with the Specification. Allow for power drivers and such other specialized tools as may be required.		
2.10.1	Earthing of LV ABC Circuits	each	
2.11	<b>Aerial CDU's</b>		
	Install and assembly of aerial consumer distribution units and streetlight feeds including phasing and labelling.		
2.11.1	Split distribution box for 1 split type meter	each	
2.11.2	Split distribution box for 4 split type meters	each	
2.11.3	Split distribution box for 6 split type meters	each	
2.11.4	Remove and replace of existing aerial Cdu's and split distribution box's	each	
2.12	<b>Streetlights</b>		
	Affixing of streetlight on outreach to pole and terminating on fuse or in CDU. Rates must allow for streetlight assembly and fitting to coincide with pole dressing.		
2.12.1	80W HPMV/LED	each	
2.12.2	Photocell box with internal wiring	each	
2.12.3	Install streetlight cable box	each	
2.13	<b>Terminations of LV cables in aerial CDU's</b>		
	Include the installation of circuit breakers or fuses as required in the specification.		
2.13.1	4 - 25 mm <sup>2</sup> Concentric Cu PVC	each	
2.14	<b>Termination of cables onto overhead conductors</b>		

	Includes, raising and securing of cable up pole and the installation of circuit breakers or fuses as required. Inclusive of all phases.		
2.14.1	4 - 25 mm <sup>2</sup> Cu Concentric / Stranded PVC	each	
2.14.2	16 - 50 mm <sup>2</sup> 4 core PVC	each	
2.14.3	95 - 240 mm <sup>2</sup> 4 core PVC	each	
2.14.4	95 - 240 mm <sup>2</sup> CNE PVC	each	
<b>Total for OHM Work</b>		R	

### SECTION 3 – Labour and Transport

3.1	<b>Labour rates</b>		
	Rates to apply for hourly work, authorised by the Senior Manager or his/her representative for work not specified in the document. Such claims are to be agreed upon prior to commencement of project. This is not to be used for calculation of overtime work		
3.1.1	Competent Electrician	hr	
3.1.2	Specially Trained Person	hr	
3.1.3	Cable Layer	hr	
3.1.4	Electrician Assistant	hr	
3.1.5	Labourer	hr	
<b>Total Labour</b>		R	

3.2	<b>Transport</b>		
	Rates to apply for hourly work not specified in the document and is inclusive of relevant staff. To be authorised by the Senior Manager or his/her representative prior to commencement of project.		
3.2.1	Vehicle up to 1 Tonne	hr	
3.2.2	Vehicle up to 3 Tonne	hr	
3.2.3	Vehicle up to 8 Tonne with Crane	hr	
<b>Total Transport</b>		R	

### SECTION 4– House Services

4.1	<b>Consumer Connections</b>		
	Installation of the CIU and RED (split meter) as specified in Code of Practice, Section 4.8. Allow for all such specialized tool as may be required for recording of eThekweni Energy Management consumer documentation as specified. Perform an earth loop impedance test and recording of GPS co-ordinates. All damage to building to be made good.		
4.1.1	Installation of Spilt Pre-payment Meter (Comms wire) in pre-wired formal dwelling (refer 11.4.2.1)	each	
4.1.2	Installation of Spilt Pre-payment Meter (PLC) in pre-wired formal dwelling	each	
4.1.3	Installation of Spilt Pre-payment Meter and SPDU in formal dwelling (refer 11.4.2.2)	each	
4.1.4	Installation of Spilt Pre-payment Meter and SPDU in informal dwelling (refer 11.4.2.3)	each	
4.1.5	Install single phase credit meter and circuit breaker	each	
4.1.6	Install 3phase credit meter and 3phase circuit breaker	each	
4.1.7	Install 3phase Pre-payment meter and 3phase circuit breaker	each	
<b>Total for House Services</b>		R	

## SECTION 5 – Sundry

5.1	<b>Sundry Items</b>		
	To perform the following tasks		
5.1.1	Locate consumer/supply GPS co-ordinate	each	
5.1.2	Tracing of existing cables	each	
5.1.3	Install meter/split meter/PLC meter	each	
5.1.4	Remove meter/split meter/PLC meter	each	
5.1.5	Testing of an existing installation	each	
5.1.6	Perform an earth loop impedance test on an existing connection	each	
5.1.7	Install new Customer Interface Unit suitable for split meter	each	
5.1.8	Warning of LV circuits of a transformer	/circuit	
5.1.9	Saw Cutting per meter *	m	
5.1.10	Directional drilling per meter – 110mm - 160mm pipe *	m	
5.1.11	Re-instatement of paving/tiles/bricks per m <sup>2</sup>	m <sup>2</sup>	
<b>Total for Sundry</b>		R	
<b>Grand Total Year 1</b>		R	

## YEAR 2

### SECTION 1 - UGM

1.1	<b>Trenching &amp; backfilling in normal soil conditions</b>		
	Trenching in normal soil conditions, bedding, laying of marker tape, backfilling and compaction. Rates are to be given per linear metre of trench. All excess rubble to be removed and site returned to an acceptable condition. Items expressed in width x depth.		
Item	Description	Unit	Unit Price Excl. VAT (R)
1.1.1	300 x 500 mm	m	
1.1.2	400 x 800 mm	m	
1.1.3	1000 x 500 mm – Proving Trench	m	
1.1.4	1000 x 800 mm – Proving Trench	m	
1.2	<b>Trenching &amp; backfilling in hard soil conditions</b>		
	Trenching using jackhammer, bedding, laying of marker tape, backfilling and compaction Rates are to be given per linear metre of trench. (Trench depth 650mm or 950mm additional 150mm deep to allow for bedding soil). All excess rubble to be removed and site returned to an acceptable condition. Items expressed in width x depth		
1.2.1	300 x 650 mm	m	
1.2.2	400 x 950 mm	m	
1.2.3	Supply bedding sand/m <sup>3</sup>	m <sup>3</sup>	
1.3	<b>LV cable joints</b>		
	LV cable joints. Rates to be quoted are per a joint, inclusive of all phases.		
1.3.1	2.5 - 25 mm <sup>2</sup>	each	
1.3.2	35 - 95 mm <sup>2</sup>	each	
1.3.3	150 - 240 mm <sup>2</sup>	each	
1.3.4	35 - 95 mm <sup>2</sup> Transition Joint Paper-PVC	each	
1.3.5	150 - 240 mm <sup>2</sup> Transition Joint Paper-PVC	each	
1.4	<b>Installation of LV ground mounted kiosks</b>		
	Install ground mount kiosks, including base/slab and housing.		
1.4.1	6 and 12 Way consumer distribution units including fuse holders installation	each	
1.4.2	LV/Street lighting Switch Pillar	each	
1.4.3	Uprate 6 to 12 way consumer distribution unit including fuse holders installation	each	
1.4.4	Install earth spike and connect to consumer distribution unit	each	
1.5	<b>Installation of cable ducts and erection of cable duct markers</b>		
	Laying of cable ducts including trenching, bedding, backfilling and compaction 800mm below the road surface, per linear metre of duct laid.		
1.5.1	Laying of PVC 110mm -160mm diameter duct	m	
1.6	<b>Laying of LV cables</b>		
	Laying of LV cables inclusive of cable trays. Excluding trenching, backfilling and pulling through ducts.		
1.6.1	LV cable up to 25 mm <sup>2</sup>	m	
1.6.2	LV cable 35 - 95 mm <sup>2</sup>	m	
1.6.3	LV cable 150 - 240 mm <sup>2</sup>	m	
1.6.4	185 - 240 mm <sup>2</sup> Single core LV cable	m	
1.7	<b>Pulling of cables through ducts</b>		

	Pulling of cables through ducts excluding the laying of duct		
1.7.1	LV cable up to 25 mm <sup>2</sup>	m	
1.7.2	LV cable 35 - 95 mm <sup>2</sup>	m	
1.7.3	LV cable 150 - 240 mm <sup>2</sup>	m	
1.7.4	Single core LV cable 185 - 240 mm <sup>2</sup>	m	
1.8	<b>Termination of LV cables in mini substations</b>		
	LV Cable terminations in mini substations, inclusive of all phases.		
1.8.1	4 - 25 mm <sup>2</sup> Stranded / Concentric Cu PVC	each	
1.8.2	16 - 50 mm <sup>2</sup> 4 Core PVC	each	
1.8.3	95 - 150 mm <sup>2</sup> 4 Core PVC	each	
1.8.4	240 mm <sup>2</sup> 4 Core PVC	each	
1.8.5	95 - 150 mm <sup>2</sup> CNE PVC	each	
1.8.6	150 - 240 mm <sup>2</sup> CNE PVC	each	
1.8.7	185 - 240 mm <sup>2</sup> Single core LV cable	each	
1.9	<b>Termination of LV cables in ground mounted CDU's/meter boxes/kiosks</b>		
	Include the installation of circuit breakers or fuses, inclusive of all phases.		
1.9.1	4 - 25 mm <sup>2</sup> Stranded / Concentric Cu PVC	each	
1.9.2	16 - 50 mm <sup>2</sup> 4 Core PVC	each	
1.9.3	95 - 150 mm <sup>2</sup> 4 Core PVC	each	
1.9.4	240 mm <sup>2</sup> 4 Core PVC	each	
1.9.5	95 - 150 mm <sup>2</sup> CNE PVC	each	
1.9.6	150 - 240 mm <sup>2</sup> CNE PVC	each	
1.10	<b>LV Circuits in substations</b>		
	Install LV circuits for substations.		
1.10.1	Install LV frame / board in substation	each	
1.10.2	Install Stripline Board (200A - 800A)	each	
<b>Total for UGM Work</b>		R	

## SECTION 2 – OHM

2.1	<b>Planting of Poles (normal soil conditions)</b>		
	Excavation to specified depth, physically carrying, positioning, setting vertical alignment, backfilling, compaction and all other actions required for the planting of poles, but excluding stays and dressings.		
2.1.1	Wooden/Fibre Glass /Steel 5 - 7m	each	
2.1.2	Wooden/Fibre Glass/Steel 9m	each	
2.1.3	Wooden/Fibre Glass/Steel 10m - 13m	each	
2.1.4	Concrete 9 m circular	each	
2.1.5	Concrete prestressed 9m 4kN - 7kN	each	
2.1.6	Concrete prestressed 9m 17.5kN, 10 - 11 m 8kN	each	
2.2	<b>Planting of Poles (hard ground)</b>		
	Excavation using Jack Hammer. Excavation to specified depth, physically carrying, positioning, setting vertical aligning, backfilling, compaction and all other actions required for the planting of the following poles in accordance with the specification, but excluding stays and dressings.		
2.2.1	Wooden/Fibre Glass/Steel 5 - 7m	each	
2.2.2	Wooden/Fibre Glass/Steel 9m	each	
2.2.3	Wooden & Steel 10m - 13m	each	
2.2.4	Concrete 9 m circular	each	
2.2.5	Concrete prestressed 9m 4kN - 7kN	each	
2.2.6	Concrete prestressed 9m 17.5kN, 10 - 11 m 8kN	each	
2.3	<b>Splices for overhead mains</b>		
	Full tension splices, jointing inclusive of all phases		
2.3.1	Pine /Oak Al conductor (3 conductors)	set	
2.3.2	25 mm <sup>2</sup> LV ABC (2 Cores)	set	
2.3.3	50 - 95 mm <sup>2</sup> LV ABC (4 Cores)	set	
2.4	<b>Reclamation of overhead conductors</b>		
	Rates must allow for the reclaiming of the associated hardware, excluding poles and stays. Prices to include transportation and be priced per kilogram. (R/kg)		
2.4.1	Bare Copper	/kg	
2.4.2	Bare Aluminium	/kg	
2.4.3	ABC	/kg	
2.4.4	Airdac	/kg	
2.5	<b>Reclamation of poles and stays and hardware</b>		
	Reclamation & return to stores of poles and associated hardware. Prices to include transportation.		
2.5.1	Wooden Poles	each	
2.5.2	Concrete Poles/Steel Poles	each	
2.5.3	Fibre Glass poles	each	
2.5.4	Removal of Stays	each	
2.6	<b>Dressing Of Poles On 10, 16 and 25 mm<sup>2</sup> Airdac Routes</b>		
	Dressing of Intermediate service poles, price per dressing. Rates must allow for affixing of pole numbers.		
2.6.1	LDW1	each	
2.6.2	LDC1	each	
2.6.3	LDW2	each	
2.6.4	LDC2	each	

2.7	<b>Dressing of poles LV ABC.</b>		
	Including the use of such specialized tools as may be required. Allow for affixing of pole numbers, all temporary stays that may be necessary but exclude planting of pole, price per dressing.		
2.7.1	LAX 1/25	each	
2.7.2	LAX 2/25	each	
2.7.3	LAX 3/25	each	
2.7.4	T-Off from 25 mm <sup>2</sup> ABC LV Route	each	
2.7.5	LAX 1/50 - 1/95	each	
2.7.6	LAX 2/50 - 2/95	each	
2.7.7	LAX 3/50 - 3/95	each	
2.7.8	T-Off from 50-95 mm <sup>2</sup> ABC LV Route	each	
2.8	<b>Strutting and Staying of Poles</b>		
	Strutting /Staying of poles, including excavation necessary.		
2.8.1	Erection of Stays	each	
2.8.2	Erection of Stays in hard ground	each	
2.8.3	Erection of Struts	each	
2.8.4	Installation of anti-climbing device	/pole	
2.9	<b>Stringing of ABC and Airdac</b>		
	Stringing of ABC cable and Airdac on dressed poles, rates must allow for tensioning as specified. Prices per metre inclusive of all phases.		
2.9.1	Airdac 10 - 25 mm <sup>2</sup>	m	
2.9.2	ABC LV 2 core x 25 mm <sup>2</sup>	m	
2.9.3	ABC LV 4 core x 50 mm <sup>2</sup>	m	
2.9.4	ABC LV 4 core x 95 mm <sup>2</sup>	m	
2.10	<b>Earthing of LV ABC</b>		
	Construction of combined neutral earth points on ABC in accordance with the Specification. Allow for power drivers and such other specialized tools as may be required.		
2.10.1	Earthing of LV ABC Circuits	each	
2.11	<b>Aerial CDU's</b>		
	Install and assembly of aerial consumer distribution units and streetlight feeds including phasing and labelling.		
2.11.1	Split distribution box for 1 split type meter	each	
2.11.2	Split distribution box for 4 split type meters	each	
2.11.3	Split distribution box for 6 split type meters	each	
2.11.4	Remove and replace of existing aerial Cdu's and split distribution box's	each	
2.12	<b>Streetlights</b>		
	Affixing of streetlight on outreach to pole and terminating on fuse or in CDU. Rates must allow for streetlight assembly and fitting to coincide with pole dressing.		
2.12.1	80W HPMV/LED	each	
2.12.2	Photocell box with internal wiring	each	
2.12.3	Install streetlight cable box	each	
2.13	<b>Terminations of LV cables in aerial CDU's</b>		
	Include the installation of circuit breakers or fuses as required in the specification.		
2.13.1	4 - 25 mm <sup>2</sup> Concentric Cu PVC	each	
2.14	<b>Termination of cables onto overhead conductors</b>		

	Includes, raising and securing of cable up pole and the installation of circuit breakers or fuses as required. Inclusive of all phases.		
2.14.1	4 - 25 mm <sup>2</sup> Cu Concentric / Stranded PVC	each	
2.14.2	16 - 50 mm <sup>2</sup> 4 core PVC	each	
2.14.3	95 - 240 mm <sup>2</sup> 4 core PVC	each	
2.14.4	95 - 240 mm <sup>2</sup> CNE PVC	each	
<b>Total for OHM Work</b>		R	

### SECTION 3 – Labour and Transport

3.1	<b>Labour rates</b>		
	Rates to apply for hourly work, authorised by the Senior Manager or his/her representative for work not specified in the document. Such claims are to be agreed upon prior to commencement of project. This is not to be used for calculation of overtime work		
3.1.1	Competent Electrician	hr	
3.1.2	Specially Trained Person	hr	
3.1.3	Cable Layer	hr	
3.1.4	Electrician Assistant	hr	
3.1.5	Labourer	hr	
<b>Total Labour</b>		R	

3.2	<b>Transport</b>		
	Rates to apply for hourly work not specified in the document and is inclusive of relevant staff. To be authorised by the Senior Manager or his/her representative prior to commencement of project.		
3.2.1	Vehicle up to 1 Tonne	hr	
3.2.2	Vehicle up to 3 Tonne	hr	
3.2.3	Vehicle up to 8 Tonne with Crane	hr	
<b>Total Transport</b>		R	

### SECTION 4– House Services

4.1	<b>Consumer Connections</b>		
	Installation of the CIU and RED (split meter) as specified in Code of Practice, Section 4.8. Allow for all such specialized tool as may be required for recording of eThekweni Energy Management consumer documentation as specified. Perform an earth loop impedance test and recording of GPS co-ordinates. All damage to building to be made good.		
4.1.1	Installation of Split Pre-payment Meter (Comms wire) in pre-wired formal dwelling (refer 11.4.2.1)	each	
4.1.2	Installation of Split Pre-payment Meter (PLC) in pre-wired formal dwelling	each	
4.1.3	Installation of Split Pre-payment Meter and SPD in formal dwelling (refer 11.4.2.2)	each	
4.1.4	Installation of Split Pre-payment Meter and SPD in informal dwelling (refer 11.4.2.3)	each	
4.1.5	Install single phase credit meter and circuit breaker	each	
4.1.6	Install 3phase credit meter and 3phase circuit breaker	each	
4.1.7	Install 3phase Pre-payment meter and 3phase circuit breaker	each	
<b>Total for House Services</b>		R	



## SECTION 5 – Sundry

5.1	<b>Sundry Items</b>		
	To perform the following tasks		
5.1.1	Locate consumer/supply GPS co-ordinate	each	
5.1.2	Tracing of existing cables	each	
5.1.3	Install meter/split meter/PLC meter	each	
5.1.4	Remove meter/split meter/PLC meter	each	
5.1.5	Testing of an existing installation	each	
5.1.6	Perform an earth loop impedance test on an existing connection	each	
5.1.7	Install new Customer Interface Unit suitable for split meter	each	
5.1.8	Warning of LV circuits of a transformer	/circuit	
5.1.9	Saw Cutting per meter *	m	
5.1.10	Directional drilling per meter – 110mm - 160mm pipe *	m	
5.1.11	Re-instatement of paving/tiles/bricks per m <sup>2</sup>	m <sup>2</sup>	
<b>Total for Sundry</b>		R	
<b>Grand Total Year 2</b>		R	

### **YEAR 3**

#### **SECTION 1 - UGM**

1.1	<b>Trenching &amp; backfilling in normal soil conditions</b>		
	Trenching in normal soil conditions, bedding, laying of marker tape, backfilling and compaction. Rates are to be given per linear metre of trench. All excess rubble to be removed and site returned to an acceptable condition. Items expressed in width x depth.		
Item	Description	Unit	Unit Price Excl. VAT (R)
1.1.1	300 x 500 mm	m	
1.1.2	400 x 800 mm	m	
1.1.3	1000 x 500 mm – Proving Trench	m	
1.1.4	1000 x 800 mm – Proving Trench	m	
1.2	<b>Trenching &amp; backfilling in hard soil conditions</b>		
	Trenching using jackhammer, bedding, laying of marker tape, backfilling and compaction Rates are to be given per linear metre of trench. (Trench depth 650mm or 950mm additional 150mm deep to allow for bedding soil). All excess rubble to be removed and site returned to an acceptable condition. Items expressed in width x depth		
1.2.1	300 x 650 mm	m	
1.2.2	400 x 950 mm	m	
1.2.3	Supply bedding sand/m <sup>3</sup>	m <sup>3</sup>	
1.3	<b>LV cable joints</b>		
	LV cable joints. Rates to be quoted are per a joint, inclusive of all phases.		
1.3.1	2.5 - 25 mm <sup>2</sup>	each	
1.3.2	35 - 95 mm <sup>2</sup>	each	
1.3.3	150 - 240 mm <sup>2</sup>	each	
1.3.4	35 - 95 mm <sup>2</sup> Transition Joint Paper-PVC	each	
1.3.5	150 - 240 mm <sup>2</sup> Transition Joint Paper-PVC	each	
1.4	<b>Installation of LV ground mounted kiosks</b>		
	Install ground mount kiosks, including base/slab and housing.		
1.4.1	6 and 12 Way consumer distribution units including fuse holders installation	each	
1.4.2	LV/Street lighting Switch Pillar	each	
1.4.3	Uprate 6 to 12 way consumer distribution unit including fuse holders installation	each	
1.4.4	Install earth spike and connect to consumer distribution unit	each	
1.5	<b>Installation of cable ducts and erection of cable duct markers</b>		
	Laying of cable ducts including trenching, bedding, backfilling and compaction 800mm below the road surface, per linear metre of duct laid.		
1.5.1	Laying of PVC 110mm -160mm diameter duct	m	
1.6	<b>Laying of LV cables</b>		
	Laying of LV cables inclusive of cable trays. Excluding trenching, backfilling and pulling through ducts.		
1.6.1	LV cable up to 25 mm <sup>2</sup>	m	
1.6.2	LV cable 35 - 95 mm <sup>2</sup>	m	
1.6.3	LV cable 150 - 240 mm <sup>2</sup>	m	
1.6.4	185 - 240 mm <sup>2</sup> Single core LV cable	m	
1.7	<b>Pulling of cables through ducts</b>		

	Pulling of cables through ducts excluding the laying of duct		
1.7.1	LV cable up to 25 mm <sup>2</sup>	m	
1.7.2	LV cable 35 - 95 mm <sup>2</sup>	m	
1.7.3	LV cable 150 - 240 mm <sup>2</sup>	m	
1.7.4	Single core LV cable 185 - 240 mm <sup>2</sup>	m	
1.8	<b>Termination of LV cables in mini substations</b>		
	LV Cable terminations in mini substations, inclusive of all phases.		
1.8.1	4 - 25 mm <sup>2</sup> Stranded / Concentric Cu PVC	each	
1.8.2	16 - 50 mm <sup>2</sup> 4 Core PVC	each	
1.8.3	95 - 150 mm <sup>2</sup> 4 Core PVC	each	
1.8.4	240 mm <sup>2</sup> 4 Core PVC	each	
1.8.5	95 - 150 mm <sup>2</sup> CNE PVC	each	
1.8.6	150 - 240 mm <sup>2</sup> CNE PVC	each	
1.8.7	185 - 240 mm <sup>2</sup> Single core LV cable	each	
1.9	<b>Termination of LV cables in ground mounted CDU's/meter boxes/kiosks</b>		
	Include the installation of circuit breakers or fuses, inclusive of all phases.		
1.9.1	4 - 25 mm <sup>2</sup> Stranded / Concentric Cu PVC	each	
1.9.2	16 - 50 mm <sup>2</sup> 4 Core PVC	each	
1.9.3	95 - 150 mm <sup>2</sup> 4 Core PVC	each	
1.9.4	240 mm <sup>2</sup> 4 Core PVC	each	
1.9.5	95 - 150 mm <sup>2</sup> CNE PVC	each	
1.9.6	150 - 240 mm <sup>2</sup> CNE PVC	each	
1.10	<b>LV Circuits in substations</b>		
	Install LV circuits for substations.		
1.10.1	Install LV frame / board in substation	each	
1.10.2	Install Stripline Board (200A - 800A)	each	
<b>Total for UGM Work</b>		R	

## SECTION 2 – OHM

2.1	<b>Planting of Poles (normal soil conditions)</b>		
	Excavation to specified depth, physically carrying, positioning, setting vertical alignment, backfilling, compaction and all other actions required for the planting of poles, but excluding stays and dressings.		
2.1.1	Wooden/Fibre Glass /Steel 5 - 7m	each	
2.1.2	Wooden/Fibre Glass/Steel 9m	each	
2.1.3	Wooden/Fibre Glass/Steel 10m - 13m	each	
2.1.4	Concrete 9 m circular	each	
2.1.5	Concrete prestressed 9m 4kN - 7kN	each	
2.1.6	Concrete prestressed 9m 17.5kN, 10 - 11 m 8kN	each	
2.2	<b>Planting of Poles (hard ground)</b>		
	Excavation using Jack Hammer. Excavation to specified depth, physically carrying, positioning, setting vertical aligning, backfilling, compaction and all other actions required for the planting of the following poles in accordance with the specification, but excluding stays and dressings.		
2.2.1	Wooden/Fibre Glass/Steel 5 - 7m	each	
2.2.2	Wooden/Fibre Glass/Steel 9m	each	
2.2.3	Wooden & Steel 10m - 13m	each	
2.2.4	Concrete 9 m circular	each	
2.2.5	Concrete prestressed 9m 4kN - 7kN	each	
2.2.6	Concrete prestressed 9m 17.5kN, 10 - 11 m 8kN	each	
2.3	<b>Splices for overhead mains</b>		
	Full tension splices, jointing inclusive of all phases		
2.3.1	Pine /Oak Al conductor (3 conductors)	set	
2.3.2	25 mm <sup>2</sup> LV ABC (2 Cores)	set	
2.3.3	50 - 95 mm <sup>2</sup> LV ABC (4 Cores)	set	
2.4	<b>Reclamation of overhead conductors</b>		
	Rates must allow for the reclaiming of the associated hardware, excluding poles and stays. Prices to include transportation and be priced per kilogram. (R/kg)		
2.4.1	Bare Copper	/kg	
2.4.2	Bare Aluminium	/kg	
2.4.3	ABC	/kg	
2.4.4	Airdac	/kg	
2.5	<b>Reclamation of poles and stays and hardware</b>		
	Reclamation & return to stores of poles and associated hardware. Prices to include transportation.		
2.5.1	Wooden Poles	each	
2.5.2	Concrete Poles/Steel Poles	each	
2.5.3	Fibre Glass poles	each	
2.5.4	Removal of Stays	each	
2.6	<b>Dressing Of Poles On 10, 16 and 25 mm<sup>2</sup> Airdac Routes</b>		
	Dressing of Intermediate service poles, price per dressing. Rates must allow for affixing of pole numbers.		
2.6.1	LDW1	each	
2.6.2	LDC1	each	
2.6.3	LDW2	each	
2.6.4	LDC2	each	

2.7	<b>Dressing of poles LV ABC.</b>		
	Including the use of such specialized tools as may be required. Allow for affixing of pole numbers, all temporary stays that may be necessary but exclude planting of pole, price per dressing.		
2.7.1	LAX 1/25	each	
2.7.2	LAX 2/25	each	
2.7.3	LAX 3/25	each	
2.7.4	T-Off from 25 mm <sup>2</sup> ABC LV Route	each	
2.7.5	LAX 1/50 - 1/95	each	
2.7.6	LAX 2/50 - 2/95	each	
2.7.7	LAX 3/50 - 3/95	each	
2.7.8	T-Off from 50-95 mm <sup>2</sup> ABC LV Route	each	
2.8	<b>Strutting and Staying of Poles</b>		
	Strutting /Staying of poles, including excavation necessary.		
2.8.1	Erection of Stays	each	
2.8.2	Erection of Stays in hard ground	each	
2.8.3	Erection of Struts	each	
2.8.4	Installation of anti-climbing device	/pole	
2.9	<b>Stringing of ABC and Airdac</b>		
	Stringing of ABC cable and Airdac on dressed poles, rates must allow for tensioning as specified. Prices per metre inclusive of all phases.		
2.9.1	Airdac 10 - 25 mm <sup>2</sup>	m	
2.9.2	ABC LV 2 core x 25 mm <sup>2</sup>	m	
2.9.3	ABC LV 4 core x 50 mm <sup>2</sup>	m	
2.9.4	ABC LV 4 core x 95 mm <sup>2</sup>	m	
2.10	<b>Earthing of LV ABC</b>		
	Construction of combined neutral earth points on ABC in accordance with the Specification. Allow for power drivers and such other specialized tools as may be required.		
2.10.1	Earthing of LV ABC Circuits	each	
2.11	<b>Aerial CDU's</b>		
	Install and assembly of aerial consumer distribution units and streetlight feeds including phasing and labelling.		
2.11.1	Split distribution box for 1 split type meter	each	
2.11.2	Split distribution box for 4 split type meters	each	
2.11.3	Split distribution box for 6 split type meters	each	
2.11.4	Remove and replace of existing aerial Cdu's and split distribution box's	each	
2.12	<b>Streetlights</b>		
	Affixing of streetlight on outreach to pole and terminating on fuse or in CDU. Rates must allow for streetlight assembly and fitting to coincide with pole dressing.		
2.12.1	80W HPMV/LED	each	
2.12.2	Photocell box with internal wiring	each	
2.12.3	Install streetlight cable box	each	
2.13	<b>Terminations of LV cables in aerial CDU's</b>		
	Include the installation of circuit breakers or fuses as required in the specification.		
2.13.1	4 - 25 mm <sup>2</sup> Concentric Cu PVC	each	
2.14	<b>Termination of cables onto overhead conductors</b>		

	Includes, raising and securing of cable up pole and the installation of circuit breakers or fuses as required. Inclusive of all phases.		
2.14.1	4 - 25 mm <sup>2</sup> Cu Concentric / Stranded PVC	each	
2.14.2	16 - 50 mm <sup>2</sup> 4 core PVC	each	
2.14.3	95 - 240 mm <sup>2</sup> 4 core PVC	each	
2.14.4	95 - 240 mm <sup>2</sup> CNE PVC	each	
<b>Total for OHM Work</b>		R	

### SECTION 3 – Labour and Transport

3.1	<b>Labour rates</b>		
	Rates to apply for hourly work, authorised by the Senior Manager or his/her representative for work not specified in the document. Such claims are to be agreed upon prior to commencement of project. This is not to be used for calculation of overtime work		
3.1.1	Competent Electrician	hr	
3.1.2	Specially Trained Person	hr	
3.1.3	Cable Layer	hr	
3.1.4	Electrician Assistant	hr	
3.1.5	Labourer	hr	
<b>Total Labour</b>		R	

3.2	<b>Transport</b>		
	Rates to apply for hourly work not specified in the document and is inclusive of relevant staff. To be authorised by the Senior Manager or his/her representative prior to commencement of project.		
3.2.1	Vehicle up to 1 Tonne	hr	
3.2.2	Vehicle up to 3 Tonne	hr	
3.2.3	Vehicle up to 8 Tonne with Crane	hr	
<b>Total Transport</b>		R	

### SECTION 4– House Services

4.1	<b>Consumer Connections</b>		
	Installation of the CIU and RED (split meter) as specified in Code of Practice, Section 4.8. Allow for all such specialized tool as may be required for recording of eThekweni Energy Management consumer documentation as specified. Perform an earth loop impedance test and recording of GPS co-ordinates. All damage to building to be made good.		
4.1.1	Installation of Spilt Pre-payment Meter (Comms wire) in pre-wired formal dwelling (refer 11.4.2.1)	each	
4.1.2	Installation of Spilt Pre-payment Meter (PLC) in pre-wired formal dwelling	each	
4.1.3	Installation of Spilt Pre-payment Meter and SPD in formal dwelling (refer 11.4.2.2)	each	
4.1.4	Installation of Spilt Pre-payment Meter and SPD in informal dwelling (refer 11.4.2.3)	each	
4.1.5	Install single phase credit meter and circuit breaker	each	
4.1.6	Install 3phase credit meter and 3phase circuit breaker	each	
4.1.7	Install 3phase Pre-payment meter and 3phase circuit breaker	each	
<b>Total for House Services</b>		R	

## SECTION 5 – Sundry

5.1	<b>Sundry Items</b>		
	To perform the following tasks		
5.1.1	Locate consumer/supply GPS co-ordinate	each	
5.1.2	Tracing of existing cables	each	
5.1.3	Install meter/split meter/PLC meter	each	
5.1.4	Remove meter/split meter/PLC meter	each	
5.1.5	Testing of an existing installation	each	
5.1.6	Perform an earth loop impedance test on an existing connection	each	
5.1.7	Install new Customer Interface Unit suitable for split meter	each	
5.1.8	Warning of LV circuits of a transformer	/circuit	
5.1.9	Saw Cutting per meter *	m	
5.1.10	Directional drilling per meter – 110mm - 160mm pipe *	m	
5.1.11	Re-instatement of paving/tiles/bricks per m <sup>2</sup>	m <sup>2</sup>	
<b>Total for Sundry</b>		R	
<b>Grand Total Year 3</b>		R	

GRAND TOTAL (YEAR 1 + YEAR 2 + YEAR 3)	VAT (15%)	TOTAL (INCL. VAT)
R	R	R

## **GRAND TOTAL FOR YEAR 1 + GRAND TOTAL FOR YEAR 2 + GRAND TOTAL FOR YEAR 3, VAT INCLUSIVE TO BE CARRIED TO THE FORM OF OFFER, PAGE 50**

All work to be done in accordance with specifications and Codes of Practice. Prices to include any site clearing, transport/carrying of materials and equipment and the use of specialised tools as may be required. Special notes for items marked \*

**\*Denotes special notes applicable to the clause concerned**

Clause number	
5.1.9	Saw cutting of roadway /pavements and driveways and is per metre per cut, i.e a 6m road crossing would require a double cut (2x6m=12m). Typical cut depth is 100mm- 200mm.
5.1.10	This is the cost for directional drilling and includes any excavations and backfilling removal of rubble required on both sides of drill. The cost should be inclusive of the duct to be installed and any site establishment.

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## **PART C3: SCOPE OF WORK**

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### **C3.1: PROJECT DESCRIPTION AND SCOPE OF CONTRACT**

#### **C3.1.1 Description of Works**

[House Services – installation, erection and termination of low voltage underground and overhead electric cables, streetlight circuitry, customer service cables connections and associated equipment during a 36-month period]

#### **C3.1.2 Description of Site and Access**

[Any site within eThekweni Energy Management's Supply Area's boundary. The extent of the boundary is Tongaat in the north, Magabheni in the south and Mpumalanga in the west, where works shall be required.]

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

##### **Standard for Skills Development**

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

- CIDB Standard for Developing Skills Through Infrastructure Contracts, published in Gazette Notice No. 48491 of 28 April 2023.
- a) The objective of the project is to provide for a minimum level of skills development to develop Contract Skills Development Goal (CSDG) by the main or lead partner contractors.
- b) The successful contractor shall:
  1. Develop the targeted skills requirement as specified for the contract to broaden the current resource availability,
  2. Ensure that at least one apprentice electrician currently not within their current employ completes their Trade test and attends the eThekweni Energy Management training Centre competency courses of which the cost shall be borne by the contractor.
  3. The contractor shall be required to provide annual portfolio of evidence in compliance with the requirements above.

## **C3.2: TECHNICAL SPECIFICATION**

### **PREAMBLE**

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

#### **C 3.2.1. Supervision**

Bidders shall indicate in Schedule on Pg 47 their respective supervisory staff complement and list the background, experience and qualifications of said members of (permanent) staff. Where 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.

#### **C3.2.2 Control and Safe keeping of Materials**

C3.2.2.1 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 utilised, 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.

C3.2.2.2 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 Director: Energy Management, deductions in the amount of the replacement value, plus a 20% handling charge being debited against such payments.

C3.2.2.3 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.

#### **C3.2.3. Issue of Work/Projects**

C3.2.3.1 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).

C3.2.3.2 In view of the limitations imposed by Clause C.3.2.3.1 above, issue of work (on a per project basis) to the successful bidder(s), shall be at the sole discretion of the Director Energy Management and no claims shall be entertained regarding the allocation of such work.

C3.2.3.3 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.

#### **C3.2.4. Plant and Equipment**

C3.2.4.1 Bidders need note that a minimum level of plant and equipment will be a pre-requisite for qualification under this bid enquiry. Accordingly, all bidders must schedule such assets, clearly

identifying the size, capacity, type, etc. (Refer Schedule on Pg 48)

**C3.2.5. Administrative and Storage Facilities**

All bidders must clearly state:

- C3.2.5.1 Their respective Administrative Headquarters, Branch Offices, etc., with accompanying staffing levels;
- C3.2.5.2 Site offices and storage facilities (addresses and telephone numbers required and the name(s) and positions of responsible staff.
- C3.2.5.3 As indicated in Clause C.3.2.5.2 above, 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.
- C3.2.5.4 It will therefore be expected that the successful Contractor(s) have sizeable premises and/or site office(s)/depot(s) and;
- C3.2.5.5 In addition to the requirement of Clause C.3.2.5.4, each successful bidder must have an administrative centre having secretarial/reception facilities which cater for telephonic, email and facsimile communication at all times during the working day.

**C3.2.6. Past Performance**

- C3.2.6.1 Previous experience with the bidder in terms of the execution of work of an identical nature to that described hereinafter, will be taken into account in the adjudication of bids. As such, 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, shall be disqualified from the adjudication process.

**C3.2.7. Limitation on Allocation of Projects**

- C3.2.7.1 Taking cognisance of the contents of Clauses 3.0, 5.0 and 6.0, 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 Director Energy Management. Contractors need therefore agree to accept such a condition and refrain from expecting work allocation in excess of their limitation and capabilities.

**C3.2.8. Invoicing of Projects**

- C3.2.8.1 All bidders must agree to accept the principle of invoicing at intervals as defined hereunder:
- C3.2.8.2 For projects of monetary value less than R 60 000 (labour content as estimated by the Department): once only.
- C3.2.8.3 For projects of duration not exceeding 30 days (from commencement date to estimated completion date): once only; and
- C3.2.8.4 For all other projects exceeding the above criteria: as and when appropriate, restricted to once every month.
- C3.2.8.5 EPWP reporting template must be attached to invoices submitted.

**C3.2.9. Competency of Contractor's Staff**

It shall be a requirement of this contract that the Contractor's electricians employed to carry out work on this contract are as follows:

- a. Deemed competent by eThekweni Energy Management's Training Centre and the **two electricians** to be provided by the Contractor shall be deemed competent on either OHM

- or UGM competencies.
- b. The contractor shall have a **registered wireman** in his/her employ.
  - c. The electricians are required to be in the current employ of the bidder at the time of tender closing.
  - d. Electricians currently committed on any fixed team contract for eThekweni Energy Management shall not be considered for this contract.
  - e. Proof of competency for the electricians submitted shall be in the form of the competency certificate issued by the eThekweni Energy Management Training Centre.
  - f. Proof of employment in the form of an affidavit by the electricians, clearly stating the company of their current employment is required to be provided by the bidder.

Verification of competencies shall be done via eThekweni Energy Management Training Centre database

C3.2.9.1 All low voltage jointing and terminating of underground cables or aerial bundle cable shall only be undertaken by contractor's staff who have been deemed competent in terms of eThekweni Electricity's Codes of Practice. To this end, the contractor shall include in his pricing structure the costs that will be incurred in releasing his staff members for training by eThekweni Energy Management's Training Centre.

C3.2.9.2 The Director: Energy Management requires the said contractor's members to carry out the isolation, testing and earthing of low voltage circuits. To this end, the Contractor shall include in his pricing structure the costs that may be incurred in releasing his/her staff member for training by eThekweni Energy Management's Training Centre should refreshers be required.

In order to isolate, test and earth any low voltage circuit, authority has first to be granted through eThekweni Energy Management's Control Centre. In an effort to achieve this, cell phone/two-way radio communication is essential. It may be necessary that the Contractor obtain through a hire agreement with eThekweni Energy Management, the use of a portable two-way radio and battery charger set.

Approved earthing equipment, green safety discs, danger labels and low voltage work permit books will be provided by eThekweni Energy Management for the duration of the contract and shall be returned on contract termination. All other safety equipment including gauntlets, live testers, safety belts, hard hats, overalls and safety boots or shoes shall be provided by the Contractor.

A deposit must be lodged prior to the issue of the safety equipment. This is refundable on completion of the contract, providing that the safety equipment is kept in a well-maintained condition.

C3.2.9.3 Specifically trained persons are only permitted to perform Dead Work on this contract. All live work must be done by a competent electrician.

C3.2.9.4 It will be the Contractors responsibility to ensure that existing services provided by eThekweni Energy Management are not compromised, hence should a Contractor declare an Electrician who is already committed to an existing fixed team contract then eThekweni Energy Management would not consider that Electrician as being available to execute this contract. eThekweni Energy Management is an essential service provider with limited resources and has no intention of redeploying existing resources.

### **C3.2.10. Disputes and Arbitration**

C3.2.10.1 If either the Employer or the Contractor is dissatisfied with a decision, instruction or order of the Senior Manager: MV/LV Construction Planning and Works as confirmed, reversed or varied in accordance with the Conditions of Contract, either party may (subject to 10.1) refer the matter to arbitration pursuant to 10.2 but such reference shall not relieve the Contractor of his obligation to proceed with the Works in accordance with the decision, instruction or order as so confirmed, reversed or varied nor relieve the Employer of any of his obligations under the Contract.

C3.2.10.2 No question, dispute or difference arising between the Contractor and the Council under the Contract shall be referred to arbitration unless an attempt has been made to settle the same

amicably by reference to a Mediator appointed by agreement between the parties. Such Mediation proceedings shall be held without legal representation and shall be held within 30 days, or such other period that may be agreed upon between the parties, of a request by either of the parties for the appointment of a Mediator.

C3.2.10.3 If at any time any question, dispute or difference shall arise between the Employer and the Contractor in connection with or arising out of the Contract or the carrying out of the Works (whether during the progress of the Works or after their completion and whether before or after the termination, abandonment or breach of the Contract) which cannot be settled amicably by mediation either party shall, as soon as reasonably practicable, but not earlier than three months after a request made to settle the dispute amicably has been made to the other party, give to the other notice in writing of the existence of such question, dispute or difference specifying the nature and the point at issue, and the same shall be either finally settled by arbitration under the terms of the South African Arbitration Act 42 of 1965 or be referred to a court of law. Such notice in terms of this Clause shall have the effect of interrupting prescription.

C3.2.10.4 Performance of the Contract shall continue during the mediation and/or arbitration proceedings unless the Employer shall order the suspension thereof, and if any such suspension shall be ordered the reasonable expenses of the Contractor occasioned by such suspension shall be included in the Contract Price if the Mediators/Arbitrators Court of Law so decide. No payment due or payable by the Employer shall be withheld on account of pending reference to arbitration.

**C3.2.11. Cancellation**

C11.1 If application is made for the liquidation of the CONTRACTOR or if the CONTRACTOR lodges with any Registrar of the Supreme Court an application for the placing of its estate under judicial management, or if it approaches its creditors to make an assignment of its estate for the benefit of its creditors or submits an offer of compromise or scheme of arrangement in terms of the Insolvency or Company Laws of the Republic of South Africa (other than for the purpose of a reconstruction approved by the COUNCIL), the COUNCIL may cancel this AGREEMENT summarily and unilaterally without prejudice to any other rights or claims which it may have against the CONTRACTOR.

**C3.2.12. Sub-Contracting**

The Contractor undertakes and agrees that he will not sub-contract, cede or assign this contract or any part thereof, without the consent of the Senior Manager: MV/LV Construction Planning and Works first having been obtained.

**C3.2.13. Occupational Health and Safety Act**

In terms of the eThekweni Energy Management's Safety Rules and the Occupational Health and Safety Act of 1993 as amended, all bidders are required to submit a Safety Plan with their bid. Bids submitted by bidders having not complied with this request, will be deemed technically non-compliant. It shall be a requirement of this contract that the Contractor's electricians employed to carry out work in terms of in this contract are deemed competent in terms of eThekweni Electricity's Codes of Practice and Safety Rules. The competent electricians to be used to carry out work in terms of this contract must be currently in the employ of the bidder and available to undertake the requirements of the contract.

**C3.2.14. Insurance**

The Contractor shall insure materials in his possession in the joint names of the Council and the Contractor against all damage or loss from whatever cause arising (other than the accepted risks).

**Excepted Risks**

- (a) In the event of any damage, loss or injury occurring as the result of riot (insofar as it is insurable) war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or, as a result of any cause solely due to the use of occupation by the Council or any portion of the works in respect of which a Handing Over certificate has been issued or, as a result of a fault in the Senior Manager: MV/LV

Construction Planning and Works's design or the works (all of which are herein collectively referred to as the "Expected Risks" the Contractor shall not be liable for such damage, loss or injury.

- (b) The period of insurance shall be from the date of commencement of the contract until the expiration of the period. Such insurance shall be effected with an insurer registered in South Africa, and in terms approved by the Deputy City Manager: Treasury and the contractor shall, before commencing the work produce to the Deputy City Manager: Treasury, the policy or proof that such insurance has been effected and the receipts for payment of the current premium

### **C3.2.15. Remedies for Non-performance**

Should ETHEKWINI ENERGY MANAGEMENT be of the opinion that the contractor has failed to carry out any of the obligations in terms of this contract, or if ETHEKWINI ENERGY MANAGEMENT, in its absolute discretion, is in any way dissatisfied with the goods or service rendered, then ETHEKWINI ENERGY MANAGEMENT may give the contractor notice, in writing, of such complaints and, if the situation is not rectified within seven (7) days of such notice, ETHEKWINI ENERGY MANAGEMENT may forthwith cancel this contract. In addition, the Council will be entitled to all remedies as detailed in Government Procurement General Condition of Contract (as applicable).

### **C3.2.16. Contractor to Note and Comply with the Following**

- C3.2.16.1 eThekwini Energy Management has the right to have any of the Contractors personnel removed off site without cancelling the contract if, in eThekwini Energy Management's opinion, it is warranted.
- C3.2.16.2 eThekwini Energy Management reserves the right to request disciplinary/corrective action if, and when required.
- C3.2.16.3 The Contractor shall operate under the direction and instructions of the Manager, or such person(s) as may be appointed by him.
- C3.2.16.4 In order to meet CIDB Skills Standard, the Contractor shall undertake to train and develop an individual currently not in his/her employ for the duration of this contract with the goal of such individual becoming a Trade tested electrician and attending eThekwini Energy Management's competency courses at the Training Centre at the end of the contract period. The contractor shall be required to provide annual portfolio of evidence in compliance with the clause above.
- C3.2.16.5 The Contractor shall transport his staff to, and from, site.
- C3.2.16.6 The Contractor shall comply with all local and statutory labour laws and agreements.
- C3.2.16.7 The Contractor shall similarly ensure that his staff abide by such regulations and agreements.
- C3.2.16.8 The Contractor shall maintain a high standard of workmanship expected by eThekwini Energy Management and shall comply with any quality assurance and quality procedure implemented by eThekwini Energy Management.
- C3.2.16.9 The Contractor shall provide all safety apparel, safety equipment and cleaning materials.
- C3.2.16.10 The Contractor shall comply with the OHS Act of 1993.

### **C3.2.17. Standard Dress Code**

The Contractor's staff shall be required to comply with standard dress code of two piece (jacket and trouser) red arc rated and flame retardant overalls fully complying with the design, manufacturing and testing requirements detailed in clause 6 of SANS 724:2010. The arc thermal performance (ATPV) for the jacket and trouser shall be between **12 cal/cm<sup>2</sup> – 15 cal/cm<sup>2</sup>**. The Material used in the construction of the jacket and trouser shall be tested, inspected and certified

in a Kinetrics or Aitex Laboratory. Marking and labelling shall be as stated in clause 7 of SANS 720:2010, "Marking and Labelling". Provision shall be made for the jacket and trouser to have reflective stripes. The "instruction for use" shall be specified in each jacket and trouser. The service life of the jacket and trouser in terms of its cleaning cycle shall be specified. The supplier shall provide training on the use and care of the jacket and trouser offered. The back of the jacket shall reflect the company name and telephone number. The contractor is required to supply to his staff safety shoes and socks. The jacket, trouser and safety shoes shall, at all times whilst attending to their field duties be worn. It shall be the Contractor's responsibility to provide all necessary clothing to comply with this dress code.

Note: eThekweni Energy Management's SHERQ and training Centre can be contacted for more detailed technical specification or the list of approved suppliers

### **C3.2.18. Site Information**

Areas subject to Sporadic Violence.

The Bidder should be aware that this Contract is to be carried out in areas which are subject to sporadic violence and vehicle hi-jackings, and that the Bidder shall be willing to undertake this work without procrastination. The contractor shall be required to provide security on site should the need arise.



### **C3.3: STANDARD SPECIFICATIONS**

- C3.3.1** The Specifications on which this contract is based are the **eThekwini Electricity's Code of Practice**. This document is obtainable separately, and Tenderers shall obtain their own copies of the applicable Sections.

**1.0** Excavations and Trenching

- 1.1** The Contractor shall, before excavations commences, familiarise himself with the route and conditions on site. The Contractor shall be responsible for obtaining information regarding the positions of electric cables, Telkom's cables, water pipes, storm water pipes, and sewers, along the routes to be excavated and he shall be held responsible for damage caused by him to these existing plant and services.

The work shall be under the general supervision of a responsible person as required in terms of the provisions of General Safety Regulation 11 of the Machinery and Occupational Safety Act.

All trenches and excavations shall be protected with barriers and lamped at night where necessary and conform to the abovementioned Machinery and Occupational Safety Act.

- 1.2** On setting up site and before commencement of construction work the Contractor shall indicate that he has all necessary equipment to carry out the work detailed, and this shall be to the satisfaction of the Senior Manager: MV/LV Construction Planning and Works.

For example:

- (a) timbering
- (b) danger lamps
- (c) barricades
- (d) mechanical rammers
- (e) beaded shovels
- (f) cable rollers, skid plates, jacks etc.
- (g) cable drum jacks

- 1.3** Where the relevant survey pegs of the route are not apparent, the exact location of the trench shall be approved on site.

- 1.4** Power driven mechanical excavators or pole planters may be used for excavation operations provided they are not used in close proximity to other underground services, or any other plant, installation or buildings liable to be damaged by the use of such excavators. Their use along sections of the route must in each case be approved by the Senior Manager: MV/LV Construction Planning and Works. For pole/stay holes, each hole shall be excavated to an approved formation in accordance with the appropriate Codes of Practice, and the minimum depth to which the pole should be buried should not be less than 1,0 m for a 5 m pole, 1,2 m for a 7 m pole, 1,5 m for a 9 m pole and 1,8 m for 10 m and 11 m poles, or otherwise advised by the Senior Manager: MV/LV Construction Planning and Works. Sides shall be timbered where necessary, so as to avoid subsidence or damage to other plants. The price for timbering shall be at the expense of the contractor.



- 1.5 In excavations where the Contractor wishes to use pneumatic or other drilling machines, such machines shall be of an approved type and the Contractor will be required to take such further precautions to safeguard the health of the employees as the Senior Manager: MV/LV Construction Planning and Works or authorised Government Official may direct.
- 1.6 The Contractor shall be responsible for the compliance with any Statutory Regulations relating to the employment of men engaged on rock drilling or other work of a similar nature and also for any fees to be paid in this connection.
- 1.7 Trial holes shall be excavated by the Contractor, where reasonable doubt exists regarding the proximity of existing electric cables and other services.
- 1.8 Trenches shall be kept as straight as possible and shall be excavated to an approved formation and in accordance with the dimensions specified in eThekweni Electricity's Underground Cables Code of Practice, unless otherwise approved by the Senior Manager: MV/LV Construction Planning and Works.
- 1.9 The bottom of each trench shall be firm and of smooth contour. A pathway shall be kept clear along both sides of the trench. Hardened road surfaces shall be machine cut without disturbing the 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.
- 1.10 The excavations shall be so executed that all railways, walls, roads, sewers, drains, pipes, cables, structures and such like, shall be secure against risk of their subsidence or injury to personnel and shall be carried out to the satisfaction of the Authorities concerned.
- 1.11 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 Senior Manager: MV/LV Construction Planning and Works.
- 1.12 If, during the course of excavating, obstructions are encountered which necessitate alterations to the trench/hole, or the adoption of a special form of trench/hole, such excavation must receive the prior approval of the Senior Manager: MV/LV Construction Planning and Works.
- 1.13 The material excavated from each trench/hole shall be placed adjacent to the trench/hole but leaving a walkway 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 Senior Manager: MV/LV Construction Planning and Works, be removed from the site and returned for re-filling the trench/hole on completion of cable laying or pole planting. All surplus material from whatever source shall be disposed of by and at the cost of the Contractor. 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.
- 1.14 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.
- 1.15 Where a contractor wishes to make use of compressors or cutting machinery for the undertaking

of excavations, the prior approval of the Senior Manager: MV/LV Construction Planning and Works must be obtained.

- 1.16 When the excavations of trenches/holes have been accurately executed, notice shall be given by the Contractor to the Senior Manager: MV/LV Construction Planning and Works to enable an inspection and measuring up of the trench/hole to be carried out without undue delay. Cable laying or pole/stay erection shall not commence until the Senior Manager: MV/LV Construction Planning and Works has approved the trench/hole.
- 1.17 Tree roots shall not be cut where this could be detrimental to the tree. Where trenches cross lawned areas, the grass shall be removed in squares, kept wellwatered and carefully replaced. Where trenches cross paved areas, the paving shall be carefully removed and placed adjacent to the trench/hole. The bided prices shall include the cost of such work.
- 2.0 Cable Laying
  - 2.1 General
    - 2.1.1 Bidders must satisfy the Senior Manager: MV/LV Construction Planning and Works that they are competent to lay cables specified and must have had previous experience of cable laying. Only specifically trained persons may supervise cable laying.
    - 2.1.2 The Contractor shall commence cable laying operations by arrangement with the Senior Manager: MV/LV Construction Planning and Works as soon as possible after the arrival of the cable on site.
    - 2.1.3 The Contractor shall take all reasonable steps to ascertain where the cables are liable to be subjected to chemical or other damage or to electrolytic action and shall submit his recommendations to the Senior Manager: MV/LV Construction Planning and Works for approval of any precautionary measures to be taken in such instances.
    - 2.1.4 Unless otherwise approved, the minimum clearance between the power cable to be laid and existing power cables along the routes shall be in accordance with eThekweni Electricity's Underground Cables Code of Practice.
    - 2.1.5 All cable drums shall be returned by the Contractor to the Materials Management Department's Main Electric store, situated in Electron Road, Springfield.
    - 2.1.6 The Contractor shall not excavate continuous cable trenches in excess of 300 m without the prior approval of the Senior Manager: MV/LV Construction Planning and Works.
  - 2.2 Cables laid direct in the ground.
    - 2.2.1 Before any cables are laid, trenches shall be inspected thoroughly to ensure that they are free from all objects likely to damage the cable either during or after cable laying operations.
    - 2.2.2 The method of laying cables shall be approved and in accordance with eThekweni Electricity's Underground Cables Code of Practice.
    - 2.2.3 The Contractor shall lay the cables direct in the ground except where ducts, tunnels or pipes are

provided, and unless instructed to the contrary by the Senior Manager: MV/LV Construction Planning and Works.

2.2.4 The depth at which cables are laid in the ground shall be as stated in eThekweni Electricity's Underground Cables Code of Practice, Section 8.1. Any variations from the specified depth must receive the prior approval of the Senior Manager: MV/LV Construction Planning and Works.

2.2.5 Rollers must be used during the laying of cables and shall not have sharp projecting parts which may damage the cables. They shall be carefully placed in the trench in such a manner as to not readily capsize during cable laying operations.

2.2.6 The Contractor shall ensure that the cables are laid with the correct phase rotation.

### 2.3 Cables Laid in Pipes

2.3.1 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 section 8.2 of eThekweni Electricity's Underground Cables Code of Practice.

2.3.2 Where required by the Senior Manager: MV/LV Construction Planning and Works, cables to be laid under roads or railways shall be laid in cable pipes, ducts or tunnels.

2.3.3 The Contractor shall ensure that all cable pipes are sound and free from "rag" before drawing cables therein.

2.3.4 Where banks of cable pipes exist, the Contractor shall keep a record and advise the Senior Manager: MV/LV Construction Planning and Works of the particular pipes used for cables covered by this specification.

### 3.0 Cable Pipes

3.1 Cable pipes, where required, will be supplied by the Council and laid and jointed in an approved manner by the Contractor.

3.2 After the cable pipes have been laid, they shall be thoroughly cleaned internally and the ends sealed in an approved manner.

### 4.0 Jointing, terminating, live sealing and lead sealing

4.1 If required by the Senior Manager: MV/LV Construction Planning and Works, all the necessary jointing, terminating and live sealing of electric cables shall be done by the Contractor including connections onto existing live LV equipment if required. Jointing, terminating and live sealing of electric cables, shall only be carried out by personnel who are fully trained in the jointing, terminating and live sealing of the type of cables. Bidders shall give details of their proposed jointer's experience and training in jointing and/or terminating and/or live sealing of the required cables.

4.2 Jointing, terminating and live sealing shall be carried out strictly in accordance with the eThekweni Electricity's Underground Cables Code of Practice and Safety Rules.

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- 4.3 The Contractor will carry out all jointing and/or terminating on dead equipment.
- 4.4 Where cables are to be left in the ground and jointed or terminated at a later stage by eThekweni Energy Management or the Contractor, LV cables shall be suitably taped to prevent the ingress of moisture.
- 5.0 Measuring of Excavations
- 5.1 All measurements for the purpose of payment shall be made jointly by representatives of the Contractor and the Senior Manager: MV/LV Construction Planning and Works. The Contractor shall be responsible for obtaining the Senior Manager: MV/LV Construction Planning and Works's signature approving such measurements after the measurements have been made.
- 5.2 All excavations and backfilling, including cable trenches, trail holes, pole holes, stay holds and joint bays, etc. will be paid for at the rates quoted in the Schedule of prices.
- 5.3 No allowance shall be made in measuring for the breaking away of the sides of the trench, sinking of earth or other such movements.
- 6.0 Covering, Back-filling and Reinstatement
- 6.1 Filling in of trenches shall not commence until the Senior Manager: MV/LV Construction Planning and Works has inspected and approved the cables in site. Such inspection shall not be unreasonably delayed.
- 6.2 Where, in the opinion of the Senior Manager: MV/LV Construction Planning and Works, the soil on site is unsuitable for riddling or back-filling, the Contractor shall arrange for the importation of approved material.
- 6.3 All excavations and back-filling (whether for the purpose of cable laying, joint bays, pole holes or trial holes) shall be carried out in accordance with Section 8.3 of the eThekweni Electricity's Underground Cable Code of Practice, and to the satisfaction of the Senior Manager: MV/LV Construction Planning and Works.
- 6.4 The refilled trench shall be maintained by the Contractor at his expense in a thoroughly safe condition for the duration of the contract and until such time as the original surface has been restored.
- 6.5 All damaged tarmac and concrete surfaces will be reinstated by or through Council.
- 6.6 Power driven mechanical rammers shall be used for reinstatement of the excavated materials, unless otherwise agreed by the Senior Manager: MV/LV Construction Planning and Works.
- 7.0 Erection and Termination of Streetlight Poles and Fittings
- 7.1 All poles shall be positioned in accordance with the requirements of the relevant drawing and shall be perpendicular after erection and in line with each other. Poles shall not be cut.
- 7.2 Once erected the Contractor shall number each pole with stick-on numbers supplied, the Contractor being informed of the numbering sequence by the Senior Manager: MV/LV Construction Planning and Works.

- 7.3 The appropriate light fittings and associated arms and fuses shall be mounted on each pole.
- 7.4 All the necessary electrical wiring and terminations on each pole shall be done by the Contractor, including supply cable terminations.
- In the case of steel and concrete poles, the Contractor shall terminate the cable ends by means of "Twist connectors" or similar, mount a fuse base and carrier on the bracket provided in the pole and connect the P.V.C. insulated conductors and earth wire from the light fitting to the fuse and supply cable at the inspection box of the pole.
- Cable that is to be attached to a gum pole shall be protected by a PVC or galvanised steel pipe which is to extend from 200 mm below ground level to 2 000 mm above ground level and secured at frequent intervals to the satisfaction of the Senior Manager: MV/LV Construction Planning and Works.
- 7.5 Power driven mechanical excavators or augers may be used provided that they are not used in close proximity to other underground services, or any other plant, installations or buildings liable to be damaged by the use of such plant.
- 7.6 Each hole shall be excavated to an approved formation and the minimum depth to which the pole shall be buried, shall not be less than 1 000 mm, 1 200 mm, 1 500 mm or 1 800 mm depending on the length of the pole, or otherwise advise by the Senior Manager: MV/LV Construction Planning and Works. The sides shall be timbered where necessary, so as to prevent subsidence or damage to other installations.
- 7.7 The excavations shall be so executed that all sidewalks, walls, roads, sewers, drains, pipes, structures and such like, shall be secure against the risk of their subsidence or injury to personnel and shall be carried out to the satisfaction of the Authorities concerned.
- 7.8 If, during the course of excavating, obstructions are encountered which necessitates alterations to the hole, or the adoption of a special form of hole, such excavation must receive the prior approval of the Senior Manager: MV/LV Construction Planning and Works.
- 7.9 The material excavated from each hole shall be placed adjacent to the hole 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 or general public.
- 7.10 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 the holes.
- 7.11 When the excavations for holes have been accurately executed, notice shall be given by the Contractor to the Senior Manager: MV/LV Construction Planning and Works to enable an inspection and measuring up of the holes to be carried out without undue delay.
- 7.12 All surplus soil must be removed from site by the Contractor.
- 8.0 Installation and Termination of Ground Mounted Consumer Distribution Units (CDU)
- 8.1 All consumer distribution units shall be installed at the positions shown on the appropriate drawings and in the vertical plane.

- 8.2 It will be the responsibility of the Contractor to see that the sites for the CDU's are cleared of undergrowth, level and firmly compacted to receive the foundation bases.
- 8.3 The concrete bases shall be installed such that the base protrudes approximately 200 mm above the ground level.
- 8.4 The termination of underground cables into the consumer distribution units shall be done by the Contractor and in accordance with the relevant Code of Practice. In the case of common neutral and earth (CNE) cable terminations, a separate 35 mm<sup>2</sup> PVC insulated copper conductor shall be connected between the neutral busbar and the earth busbar by the Contractor.
- All the necessary lugs and fittings will be provided by the Council.
- 8.5 If instructed by the Senior Manager: MV/LV Construction Planning and Works, the installation of the service cables from consumer distribution units to individual houses shall be done by the Contractor, at the rates quoted in the Schedule of prices.
- The cable end in the consumer distribution unit shall be terminated into the fuse base, neutral and earth terminal blocks. The other end shall be glanded off into the meter box.
- 8.6 All aluminium cable terminations onto the busbars shall be suitably greased with grease.
- 9.0 Erection and Termination of Low Voltage Aerial Bundled Conductor Systems
- 9.1 The complete aerial bundle conductor system shall be erected, terminated and pre-commission tested by the Contractor and in accordance with eThekweni Electricity's Overhead Line Code of Practice.
- 9.2 Poles and Stays
- 9.2.1 All poles shall be positioned and erected in accordance with the requirements of the relevant drawing. They shall be perpendicular after erection and, unless forming an angle, shall be in line with each other. Poles shall not be cut.
- Once erected, the Contractor shall number each pole using number plates and stick-on numbers supplied, the Contractor being informed of the numbering sequence by the Senior Manager: MV/LV Construction Planning and Works.
- 9.2.2 Power driven mechanical excavators or augers may be used provided that the excavation is not in close proximity to other underground services, or any other plant, installations or buildings liable to be damaged by the use of such plant.
- 9.2.3 Each hole shall be excavated to an approved formation and the depth to which they shall be planted shall not be less than 1 500 mm or 1 800 mm depending on the length of the pole, or otherwise advised by the Senior Manager: MV/LV Construction Planning and Works. The sides shall be timbered where necessary so as to prevent subsidence or damage to other installations.
- 9.2.4 The number and size of stays to be installed at angle and terminal positions are specified. All other stays to be installed shall be in accordance with the relevant drawing.

- 9.2.5 The excavations for poles and stays shall be so executed that all sidewalks, walls, roads, sewers, drains, pipes, structures and such like, shall be secure against the risk of subsidence causing damage. Furthermore, the said excavations shall be so executed to prevent injury to personnel and shall be carried out to the satisfaction of the Authorities concerned.
- 9.2.6 If, during the course of excavating, obstructions are encountered which necessitate alterations to the hole, or the adoption of a special form of hole, such excavation must receive the prior approval of the Senior Manager: MV/LV Construction Planning and Works.
- 9.2.7 The materials excavated from each hole shall be placed adjacent to the hole and 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 or the general public.
- 9.2.8 All surplus soil must be removed from site by the Contractor.
- 9.2.9 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 the holes.
- 9.2.10 When the excavations for holes have been accurately executed, notice shall be given by the Contractor to the Senior Manager: MV/LV Construction Planning and Works to enable an inspection and measuring up of the holes to be carried out without undue delay.
- 9.3 Low Voltage Aerial Bundled Conductor (ABC)
- 9.3.1 All low voltage ABC supplied shall be of the German type, i.e. all the phase and neutral conductors being held equally in tension. Unless otherwise specified, the bundle consists of four 50 mm<sup>2</sup> or 95 mm<sup>2</sup> stranded aluminium conductors of equal breaking tension. Each conductor is separately insulated with black cross-linked polyethylene (XLPE), the four conductors being twisted together in a long lay.
- 9.3.2 The low voltage ABC cores are identified in a specific manner; the neutral conductor has one elevated longitudinal rib with no numerical marking and the phase conductors have no longitudinal ribs but carry the numbers 1, 2 and 3 respectively, spaced at maximum intervals of 100 mm and either indented to a depth of 0,1 mm or embossed thereon.
- 9.4 Fittings for use on Low Voltage Aerial Bundled Conductor
- 9.4.1 The tension and suspension fittings to support the ABC have the technical characteristic as shown in the OHM Code of practice.
- 9.4.2 Mounting brackets to secure the tension and suspension fittings shall be fixed 150 mm from the top of the pole either by drilling the pole or by the use of an approved clamping device. Curved leaded washers shall be used on either side of any hole drilled in the pole.
- 9.5 Ancillary Fittings and Connectors
- 9.5.1 All low voltage tee-off connectors from the main bundle are of the insulation piercing, torque shear head type and are totally waterproof. A double screw or bolted connection contained within the main bundle fitting is permitted for service tee-offs.



- 9.5.2 If it is necessary, ABC may be jointed either in tension or non-tension situations, by use of the appropriate compression fittings and terminating material.
- 9.5.3 Where it is necessary to join the low voltage ABC onto a combined neutral earth cable, or for terminating onto equipment, compression joints shall be used where possible. In the absence of such compression joints and with the prior approval of the Senior Manager: MV/LV Construction Planning and Works, bolted connections may be permitted.
- 9.5.4 Where necessary, the Contractor shall mount on a low voltage ABC pole, a consumer circuit breaker terminal box or aerial consumer distribution unit and carry out the necessary wiring and electrical connection from this equipment to the aerial bundled conductor.
- 9.6 Low Voltage Multiple Earthed Neutral Systems (MEN)
- 9.6.1 All low voltage ABC systems consist of three phase conductors and a combined neutral earth conductor unless otherwise specified. A multiple earthed neutral system shall be employed with low voltage ABC; this system being one which is earthed:
- 9.6.1.1 at or near the star point of the transformer;
- 9.6.1.2 at the remote end of each distributor or branch from that distributor; and
- 9.6.1.3 at other points as specified.
- 9.6.2 Unless otherwise specified, all 400/230 V cables shall be three-core combined neutral earth cables; the outer multi-stranded copper cores being the combined neutral earth. MEN shall again be employed unless otherwise specified.
- 9.6.3 The earthing arrangements for pole mounted and ground mounted transformers shall conform to the requirements laid down in eThekweni Electricity's Overhead Lines Code of Practice and Substation Code of Practice respectively.
- 9.6.4 The positions of other earths on the system shall be as indicated on the relevant drawing supplied. These earths shall consist of a single earth rod with a 35 mm<sup>2</sup> insulated copper conductor to the appropriate equipment.
- 9.6.5 All service connections taken from a MEN system shall consist of a phase connection and separate neutral and earth connections.
- Under no circumstances shall the bonding of the consumer's earthing point to the supply neutral be carried out at the consumer's premises.
- 9.7 Aerial Bundled Conductor (ABC) Termination and Earthing
- 9.7.1 The Contractor shall undertake the necessary termination of the ABC system to the LV electrical supply cable as well as the necessary earthing of the ABC system, at positions shown on the relevant drawing and in accordance with the relevant Code of Practice.
- 9.7.2 Where a cable is attached to a pole, it may be necessary to protect it by a galvanised steel pipe. In this regard, the Contractor will be directed by the Senior Manager: MV/LV Construction



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Planning and Works.

10.0 Erection and Termination of Overhead Lines

10.1 Poles

10.1.1 All poles shall be placed in accordance with the requirements of the relevant drawings and erected in accordance with the eThekweni Electricity's Overhead Line Code of Practice. Poles must be perpendicular after erection and where applicable, in line with each other. Poles shall not be cut. Once erected, the Contractor shall number each pole using number plates and stick-on numbers supplied, the Contractor being informed of the numbering sequence by the Senior Manager: MV/LV Construction Planning and Works.

10.1.2 The equipping of poles with crossarms, insulators, etc. may be carried out before or after the poles are erected, to the satisfaction of the Senior Manager: MV/LV Construction Planning and Works.

10.2 Stays

10.2.1 Stays must be installed where indicated on the appropriate drawing, to the approval of the Senior Manager: MV/LV Construction Planning and Works.

10.2.2 Holes for stays shall be excavated to an approved formation such that the base plate shall be resisted by an undisturbed part of the ground.

10.2.3 All stays, except ground stays, for aerial stay poles, shall be fitted with strain insulators, which shall be "made off" to the approval of the Senior Manager: MV/LV Construction Planning and Works. The price for the erection of ground stays shall include for the fitting of a stay guard where specified. The bottom of the stay guard must be secured to the stay wire to prevent any movement of the stay guard. This will be done by means of a hole in the stay guard and a copper binder. Temporary staying, where necessary, shall be provided by the Contractor and the cost of such temporary stays shall be in accordance with the rates detailed in the Schedule of prices.

10.3 Erection of Conductors

10.3.1 When the Contractor is about to carry out erection of conductors which involve the crossing of roads, other plant or private property, he shall be responsible for advising the appropriate authorities accordingly. In the event of any dispute or damage arising from such work, the Contractor shall advise the Senior Manager: MV/LV Construction Planning and Works immediately.

10.3.2 The configuration and spacing of the conductors shall be in accordance with the appropriate drawings and eThekweni Electricity's Code of Practice for Overhead lines.

10.3.3 The fixing of draw-vices, "come-along" or similar erection clamps shall be such that they do not damage the conductors.

10.3.4 All joints and connections shall be finished in such a manner as to reduce to a minimum the possibility of radio interference.

10.3.5 Mid span tension joints will not be permitted in spans across roads or railways and all other non-tension joints shall be effected by means of line taps or other method to be approved by the Senior Manager: MV/LV Construction Planning and Works.

10.3.6 The Contractor shall be responsible for the erection, pre-tensioning and final tensioning of the conductors in accordance with the pre-tensioning table and sag-tension chart shown in eThekweni Electricity's Overhead Lines Code of Practice. Final sagging shall be carried out using sag methods or by other means to the approval of the Senior Manager: MV/LV Construction Planning and Works.

#### 10.4 Conductor Tensioning

10.4.1 Prior to the tensioning of the conductors, the end of a dynamometer shall be installed within a short distance of the conductor and shall be hung up on the structure where the tensioning is to take place. The reading from this dynamometer shall be used to establish the correct sag or tension to be applied.

It is preferred that the Contractor uses the sag method in preference to a dynamometer, however, it will be necessary for the sags to be checked for more than one span and particularly for a span remote from the pulling end. Records of temperature, sag or tension, equivalent span and span at which the sag was checked shall be kept and four copies submitted on completion of the Contract.

#### 10.5 Earthing

10.5.1 All earthing of equipment (i.e. transformer, auto-recloser, surge diverter, etc.) shall be carried out strictly in accordance with eThekweni Electricity's Overhead Lines Code of Practice.

The Contractor shall install at the base of each pole carrying surge diverters, a minimum of three, 1,8-metre-long earthing spikes, bonded together by means of a length of 40 mm<sup>2</sup> bare copper wire which shall not be connected to the overhead earth conductor (where fitted) until an earth resistance test has been conducted. The earth wire shall be bound to the poles and protected for the first two metres above the ground by means of a length of 20 mm galvanised conduit which shall also be securely fixed to the pole. The pipe shall be buried for a minimum depth of 200 mm. Where additional earthing spikes are necessary to achieve a satisfactory earth resistance, these shall be supplied by the Council and installed by the Contractor at scheduled rates.

The Contractor shall install adjacent to pole or platforms mounted transformers, two separate earths comprising a total of six 1 800 mm long earthing spikes. Where additional earth spikes are required to obtain a satisfactory value of earth resistance, these will be supplied by the Council and installed by the Contractor at scheduled rates. The maximum earth resistance will be specified.

#### 11.0 Consumer Service Cable Connections and Metering Equipment

##### 11.1 General

The installation and termination of consumer's service cables will be carried out by the Contractor as directed by the Senior Manager: MV/LV Construction Planning and Works.

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

reticulation work previously issued.

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

## 11.2 Meter Boxes

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

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

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

## 11.3 Pre-payment Meters

Pre-payment meters may be installed in formal dwellings that are wired in the conventional manner. The Contractor shall fix the Consumer Interface Unit (CIU) to an internal face of an external wall adjacent to the distribution board and carry out all necessary final connections including those of the incoming supply cable. Distribution board mains conductors and earth will be provided by the consumer. The incoming supply cable shall be terminated onto the supply side of the terminal block in the CIU using a compression gland and installed such that no part of the cable is exposed within the dwelling itself as per Code of practice. The Remote energy dispenser (RED) shall be mounted in the service distribution box (SDB) on the pole.

## 11.4 Combined Pre-payment Meter and Small Power Distribution Unit (SPDU)

Combined Pre-payment Meter and Small Power Distribution Units will be installed in both formal and informal dwellings. The Contractor shall fix the unit within the dwelling as follows: -

### 11.4.1

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

#### Note:

This method is to be employed only when it has been determined by the Senior Manager: MV/LV Construction Planning and Works that the combined prepayment meter and small power distribution unit cannot be mounted directly to an internal face of an external wall. For the second method a unit mounting bracket comprising a mounting plate, cable access pipe and terminal pole clamping bracket shall be installed by the Contractor. The mounting plate and cable access pipe portion of the bracket shall be installed from within the dwelling, the cable access pipe passing

through a hole in the dwelling wall made by the Contractor. The cable access pipe shall be cut to length, inserted into the pole clamping bracket and fixed, and the whole clamping arrangement secured to the pole at approximately 1,50 m above ground level.

The incoming supply cable shall be strapped to the terminal pole, pass through the cable access pipe through to the unit mounting plate. The cable end shall then be terminated onto the supply side of the terminal block in the CIU using a compression gland and arranged such that no part of the cable is exposed within the dwelling itself. The combined unit shall then be fixed to the backing plate using threaded screws and nuts. All necessary final connections shall be carried out by the Contractor, including earthing of the cable access pipe/mounting plate assembly.

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

#### 11.4.2 Consumer Connections

Installation of the CIU and RED (split meter) as specified in Code of Practice, Section 4.8.

Allow for all such specialized tool as may be required for recording of eThekwini Energy Management consumer documentation as specified. Perform an earth loop impedance test and recording of GPS co-ordinates. All damage to building to be made good

11.4.2.1 Rates includes: Mounting of CIU and base on wall, connection of CIU to pre-install DB, installations of circuit breaker in SDB. Mounting of RED in SDB, termination of AIRDAC in CIU and RED, test meter, sign off insert fuse docket, making of AIRDAC (Live, neutral, earth and communication wires) to consumer's roof, saddling cable to wall.

11.4.2.2 Rates includes: Mounting of backing board (backing board shall consist of CIU and SPDU) on wall, installations of circuit breaker in SDB, mounting of RED in SDB, termination of AIRDAC (live, neutral, earth and communication wires) in CIU and RED, test meter, sign off, making of AIRDAC to consumer's roof, saddling cable to wall.

11.4.2.3 Rates include: Drill hole in dwelling for "A" frame bracket, installation of "A" frame bracket through wall onto service pole, strap cable along pole from top to the "AL bracket and insert cable through the bracket pipe to protrude inside the dwelling, mounting of backing board (backing board shall consist of CIU and SPDU) on "A"

All meters will be issued and installed in accordance with eThekwini Energy Management's Asset Management Register.

#### 11.5 Consumer Service Cables

The vast majority of consumer service cables shall be of the aerial type. A few, however, will be underground, the installation and termination of which have been dealt with elsewhere in this specification.

Aerial service cables shall be secured to poles or dwelling eyebolt pull-on positions using a clamping device and tensioned to between 70 and 100 kilograms depending on the span length. Where a service cable is installed from the dwelling pull-on position to the meter access hole location, the cable shall be neatly saddled to the exterior wall at 500 mm centres and/or fixed to the dwelling eaves. In certain instances, the consumer may provide conduits fixed to the exterior

of the dwelling through which the Contractor shall install the service cable.

The Contractor shall fix to the dwelling wall or roof truss, service cable securing eyebolts as detailed in the Code of practice

The Contractor shall drill a 25 mm<sup>2</sup> hole through the dwelling wall for cable access and seal the hole with mortar after installation.

Service cables fixed to poles shall be strapped in position at 1000 mm centres.

Where necessary a protective PVC or steel pipe shall be strapped to the pole and through which the service cable shall be installed. The protective pipe shall be installed from 200 mm below ground level to 2 000 mm above ground level. Service cable terminations and the erection of poles are dealt with elsewhere in this specification.

## 11.6 Electrical Connection to the Supply Mains

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

Connections shall be carried out as follows:

### 11.6.1 Aerial Bundled Conductor (ABC)

Consumers service cable connections shall be made either through Consumer Circuit Breaker Terminal Boxes or Aerial Consumer Distribution Units. Both items shall be pole mounted. In the case of the former, it shall be strapped to the supply main pole directly below the ABC and connected to the supply main through tap-off connectors and 16 mm<sup>2</sup> single core PVC insulated copper conductors (3 off) terminating on the circuit breaker line terminals. Consumer service cable connections shall be made from the circuit breaker load terminals and separate neutral and earth connections made directly from the ABC neutral earth conductor.

In the case of Aerial Consumer Distribution Units, the unit shall be strapped to the supply main pole with its base at approximately 5,0 m above ground level. Five 35 mm<sup>2</sup> single core PVC insulated copper conductors installed through two 25 mm<sup>2</sup> conduits shall connect the circuit breaker line terminals and neutral and earth terminal blocks to the ABC. Once again tap-off connectors shall be used for the tee-off connections. Band-it straps (or equivalent) shall hold the conduits in place and shall be located at regular intervals to ensure a neat appearance. Separate neutral and earth connections shall be made from the ABC neutral earth conductor. Consumer service cable connections shall be made from the load terminals of the circuit breakers and the neutral and earth terminal blocks.

### 11.6.2 Ground Mounted Consumer Distribution Unit (CDU)

In all instances, this equipment will be existing. The Contractor will, however, be required on occasion to install an additional fuse way onto the unit. An 80 ampere HRC fuse base shall be fixed in position using threaded screws and nuts. The fuse base line terminal shall be connected to the CDU busbar using a 16 mm<sup>2</sup> single core PVC insulated copper conductor, suitably lugged

and bolted at the busbar end. The busbar and connection shall be suitably taped. Consumer service cables shall be stripped back to reveal the conductors. Conductor connections shall be made from the fuse base load terminal, neutral and earth terminal blocks. Fuse holders shall be loaded with the required HRC fuse and inserted into the fuse base.

#### 11.7 Final Connections to the Electricity Supply Main

The Contractor will be responsible for completing each installation in total including final connections to the electricity supply main. In this connection it may be necessary to de-energize the electricity main to carry out certain work that will require an outage time in excess of two hours. In this instance consumers need be advised 48 hours in advance. The Contractor shall be responsible for advising consumers of the impending electricity outage by placing warning boards on electricity poles at the beginning, middle and end of the circuits affected and the removal of such boards on completion of the required work.

#### 11.8 Meter Documentation and Testing of Small Power Distribution Unit Earth Leakage Relays and Pre-payment Meters

After installation of the pre-payment meter and Small Power Distribution Unit, and prior to final connection to the electricity supply main, the Contractor shall ensure all meter connection seals, and all adhesive notices are in place.

On energizing, the following tests shall be carried out: -

- 11.8.1 the pre-payment meter shall be checked for correct operation by inserting a Card and observing the test sequence; and
- 11.8.2 test the earth leakage relay for correct operation. It will be the responsibility of the Contractor to provide his own earth leakage test equipment.
- 11.8.3 For connection where a Small Power Distribution Unit has been installed, perform an earth loop impedance test and record results in the enclosed COC

In the event of faulty operation in either of the items above, the Clerk of Works shall be contacted to arrange replacement equipment.

If the equipment tests positively, the Contractor shall hand the pre-payment meter Swipe Card and notice relating to the method of obtaining a Voucher to the consumer (both of which are included in the pre-payment meter/small power distribution unit kit).

The "Card" can only be used once and after test, shall be destroyed.

#### 12.0 Testing

- 12.1 The final testing and commissioning of the plant and equipment installed will be undertaken on receipt of advice from the Contractor that the works have been completed in every detail and that the necessary pre-commissioning tests have been witnessed by the Senior Manager: MV/LV Construction Planning and Works or his representative and that the results thereof, are to the satisfaction of the Senior Manager: MV/LV Construction Planning and Works.

The pre-commissioning tests carried out by the Contractor shall ensure that all the appropriate earthing is complete and that all circuits installed are electrically continuous and the insulation resistance readings between phases, and earth, are satisfactory.

The Contractor shall include in his prices for assisting with the pre-commissioning tests that are carried out by eThekweni Energy Management.

13.0 Recording and Circuit Labelling

- 13.1 Approved dimensioned sketches for record purposes, shall be prepared by the Contractor, who shall include in these sketches any information available to him regarding particulars of the depth of the trench, the arrangement of cables, and the position of all obstructions or other services revealed during the course of excavations.

The Contractor shall include in his prices for the provision of approved “as constructed sketches” (As Built drawings) or plans for all construction work carried out (i.e. Distribution Layouts (DL's) and Distribution Applications (DA's)) and for the assistance in providing and positioning the approved labels for all LV cables in order to identify the circuits fed from the various electrical equipment installed (i.e. pole or platform transformers, CDU's, switch pillars, etc.). This is an important aspect of the work and final payment cannot be made until all sketches and labels have been received and approved.

14.0 Incidental Work

- 14.1 The Contractor shall be responsible for the removal of accumulated water from whatever source, so as to prevent any risk of the cables, and other materials to be laid in the trenches, being detrimentally affected. He shall provide all pumps and appliances required and shall carry out the necessary pumping, the cost of which shall be paid for at rates to be agreed.
- 14.2 Where required for the security of the Contract Works or adjacent buildings or structures, timber in trenches or joint bays shall not be withdrawn but shall be left and built in as the Senior Manager: MV/LV Construction Planning and Works may instruct or approve. All timber so left in will be paid for at rates to be agreed.
- 14.3 Removal of major obstructions along the route (overhead and/or underground) shall be approved and carried out at pre-determined agreed rates.
- 14.4 All spoil removed from excavations and not used in the reinstatement shall be neatly spread in the immediate vicinity of the reinstated excavation in a manner that will cause no danger to pedestrians or animals and to the satisfaction of the Senior Manager: MV/LV Construction Planning and Works.
- 15.0 Paint Work
- 15.1 All reference to painting in the Bid Document are to be ignored.
- 16.0 Remove All Gear (Rag)
- 16.1 All RAG's to be done in accordance with the Code of Practice.



- 16.2 Isolate the supply at the pole / ground CDU / substation and cut and remove the supply cable 1 metre from the pole or ground CDU or substation. Also cut and remove the supply cable 1 metre from the base of the building structure on which the meter is installed. Ends of cable in the ground to be taped and buried at a minimum depth of 500mm below ground level. Remove all associated electrical components belonging to eThekweni Energy Management.

ITEM NO	ITEM	DETAILS										
17.	<u>Consumer Distribution Unit Details (Ground and Pole Mounted Types)</u>	<p>400/230 V fused distribution board with fibreglass housing (mounted on a precast concrete base in the case of a ground mounted unit or strapped to a pole in the case of an aerial consumer distribution unit).</p> <p>Incoming cables terminated solid onto insulated busbars mounted at the back of the board (ground mounted unit) or behind an insulated front cover (pole mounted). Services cables terminated into moulded fuses or circuit breakers (phase conductors) and earth and neutral terminal strips.</p>										
18.	<u>Streetlighting Details</u>  (a) <u>Poles</u>  (b) <u>Arms</u>  (c) <u>Luminaires</u>	<p>(i) 5 - 13 m gum/concrete pole</p> <p>(i) 0.5 m 5° galvanised steel arm (ii) 2.0 m 5° galvanised steel arm</p> <p>(i) 80-watt HPMV/LED</p>										
19.1	<u>Low Voltage (600/1 000 V) Aerial Bundled Conductor</u>  (a) ABC Size and Construction  Design, manufacture and testing standards  (b) <u>Pole Size</u>  (c) <u>Stay requirements for the following types:</u>  (i) Intermediate (ii) Angel to 35° (iii) Angel above 35° (iv) Terminal Pole  Stay Size	<p>50 - 95 mm<sup>2</sup> stranded aluminium per core, each conductor separately insulated with XLPE. The complete cable consists of four conductors twisted together in a long lay to form a bundle.</p> <p>SANS 150 German Din 574247/VDE 0274/7.81</p> <p>i) 5 - 13 m gum/concrete pole</p> <table><thead><tr><th><u>No of stays to be used</u></th><th><u>Minimum angle of rake of stay</u></th></tr></thead><tbody><tr><td>0</td><td></td></tr><tr><td>1</td><td>45°</td></tr><tr><td>2</td><td>45°</td></tr><tr><td>1</td><td>45°</td></tr></tbody></table> <p>Seven strands of 4,0 mm diameter galvanised steel wire.</p>	<u>No of stays to be used</u>	<u>Minimum angle of rake of stay</u>	0		1	45°	2	45°	1	45°
<u>No of stays to be used</u>	<u>Minimum angle of rake of stay</u>											
0												
1	45°											
2	45°											
1	45°											



ITEM NO	I T E M	DETAILS
19.2	<p>(d) <u>Pole mounted fittings</u></p> <p>(i) Standard</p> <p>(ii) Strain Clamps</p> <p>(iii) Suspension Clamps</p>	<p>German DIN 57274/VDE 0274 or French standard or any other equivalent standard.</p> <p>Self-adjusting wedge type. Insert is of glass fibre, reinforced plastic or equivalent material with external body hot galvanised or stainless steel.</p> <p>Hot dipped galvanised or stainless steel with weatherproof and age resistant rubber inserts.</p>
19.3	<p><u>Conductor Clearances</u></p> <p>(a) Min. ground clearance over roads in Townships, proclaimed roads outside Townships and railway lines.</p> <p>(b) Min. ground clearance in Townships.</p> <p>(c) Min. ground clearance over Telkom's lines</p> <p>(d) Min. angle of crossing with Telkom's lines</p>	<p>6.3 metres at 12kV</p> <p>5.5 metres</p> <p>0.8 metres at 12 kV</p> <p>45°</p>
20	<p><u>Split Pre-payment Meter and Small Power Distribution Unit</u></p>	<p><u>Split Prepayment Meter</u>, comprises of Customer Interface Unit (CIU) and Remote energy dispenser (RED), incorporating keypad, power indication levels and protective circuit breakers and earth leakage relay.</p> <p><u>Small Power Distribution Unit</u> (integral with Customer Interface Unit (CIU)) incorporating a light and controlling switch, and three 16 ampere switched socket outlets.</p>
21	<p><u>Trenching and Cable Laying Details</u></p>	<p>Refer eThekwini Electricity's Underground Cables Code of Practice.</p>
22	<p><u>Jointing, Terminating, Live Sealing and Lead Sealing Details</u></p>	<p>Refer eThekwini Electricity's Underground Cable Code of Practice.</p>
23	<p><u>Aerial Bundle Conductor Construction Details</u></p>	<p>Refer eThekwini Electricity's Overhead Lines Code of Practice</p>

ITEM NO.	ITEM	DETAILS
24	<u>Substation Installation Details</u>	Refer eThekweni Electricity's Substations Code of Practice.
25	<u>Overhead Mains Details</u>	
	(a) <u>Pole Structure</u>	Refer eThekweni Electricity's Overhead Lines Code of Practice and attached DP drawings
	(b) <u>Type of Conductor to be erected:</u>	Refer eThekweni Electricity's Overhead Lines Code of Practice.
	(c) <u>Overhead Line Construction</u>	Refer eThekweni Electricity's Overhead Lines Code of Practice.

#### **LIST OF DRAWINGS AND CODES OF PRACTICE**

##### **A HOUSE SERVICE CABLE AND PREPAYMENT METER CONNECTIONS**

- General cable and prepayment meter arrangements OHL Sect 4.8, 11.1 to 13. (refer to Code of Practice)
- Eyebolt fixing arrangements OHL Sect 4.8, 9. to 10. (refer to Code of Practice)

##### **B CODES OF PRACTICE AND SAFETY RULES**

- eThekweni Electricity - Underground Cables.
- eThekweni Electricity - Substations.
- eThekweni Electricity - Overhead Lines.
- eThekweni Electricity - Safety Rules.
- Occupational Health and Safety Act No. 85 of 1993

#### **NOTES:**

- The Safety Rules and Codes of Practice form part of the Bid Document.
- Refer Clause 1.15 of Standard Specification regarding Codes of Practice and Safety Rules.
- The drawings as detailed under Section A above, are typical examples only and are for the bidder to get an insight into the type of work that is required and the format/layout of the drawings that would be issued for each job.

### **C3.3.2 AMENDMENTS TO THE STANDARD SPECIFICATIONS**

**No amendments to the standard specifications shall be allowed.**

### **C3.4: PARTICULAR SPECIFICATIONS**

In addition to the Standardized and Project Specifications the following Particular Specifications / Policies shall apply to this contract:

C3.4.1      Part AH - OSHA 1993 Safety Specification  
(26 Pages)

C3.4.2      Standard Environmental Management Plan for Civil Engineering Construction Works  
(24 Pages)

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### **C3.5: CONTRACT AND STANDARD DRAWINGS**

#### **C3.5.1 CONTRACT DRAWINGS / DETAILS**

Refer eThekweni Electricity's OHM/UGM Codes of Practice

#### **C3.5.2 STANDARD DRAWINGS**

The Standard Drawings to which these Standard Engineering Specifications refer are listed below.

A House Service Cable and Prepayment Meter Connections

1. General cable and prepayment meter arrangements OHL Sect 4.8, 11.1 to 13 (refer to Code of Practice)
2. Eyebolt fixing arrangements OHL Sect 4.8, 9. to 10 (refer to Code of Practice)

B Codes of Practice and Safety Rules

1. eThekweni Electricity - Underground Cables.
2. eThekweni Electricity - Substations.
3. eThekweni Electricity - Overhead Lines.

### **C3.6: ANNEXURES**

#### **C3.6.1      There are no Annexures**

## **PART C4: SITE INFORMATION**

### **C4.1 LOCALITY PLAN**

Any site within eThekweni Energy Management's Supply Area's boundary. The extent of the boundary is Tongaat in the north, Magabheni in the south and Mpumalanga in the west, where works shall be required

### **C4.2 CONDITIONS ON SITE**

There is no specific geotechnical information or other site information.

### **C4.3 TEST RESULTS**

There are no specific test results.