



CITY OF TSHWANE METROPOLITAN MUNICIPALITY

TENDER NO: GFS 02 -2021-22

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

CSD NUMBER:

VENDOR NUMBER (WHERE APPLICABLE)

Prepared by:
City of Tshwane
Metropolitan Municipality
175 C de Wet
PRETORIA
0001
Tel: (012) 358 9999

BID CLOSING DATE	01 December 2021
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Only bidders registered on the Central Supplier Database and with CSD Number will be considered for this tender as it is a requirement from National Treasury.



CITY OF
TSHWANE
IGNITING EXCELLENCE
CITY OF TSHWANE

METROPOLITAN MUNICIPALITY

DEPARTMENT: GROUP FINANCIAL SERVICES

BIDS ARE HEREBY INVITED FROM SUPPLIERS FOR THE FOLLOWING BID:

Bid number	Description	Department	Contact person	Pre-Qualification	Compulsory briefing session	Closing date
GFS 02-2021/22	Tender for the appointment of service providers/contractors to perform delivery of final demands, disconnections, reconnections and inspections of electricity and water services for the City of Tshwane as and when required for a period of three (3) years	GROUP FINANCIAL SERVICES	Technical enquiries: Ndivhuwo Lithole NdivhuwoL@TSHWANE.GOV.ZA or 012 358 3474) Supply chain enquiries: Kgomotso Makgale kgomotsomakg@tshwane.gov.za or 012 358 5478)	A tenderer subcontracting a minimum of 30% to either of the EME or QSE as per the condition of a Tender	Venue: 32 Madiba Street, Tshwane House Building, 1 st Floor, Training Centre Date: 9 th November 2021 Time: 10:00	01 December 2021 at 10:00

THE DOCUMENT IS DOWNLOADABLE ON THE TSHWANE WEBSITE (www.tshwane.gov.za) or E-tender PORTAL

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

**Procurement Advice Centre
C De Wet Centre
175 Es'kia Mphahlele Drive (previously DF Malan Drive)
Pretoria West
0183**

Documents must be deposited in the bid box not later than **10:00 on 01 December 2021**

Please note that no compulsory briefing sessions will be held for this tender. Bidders must contact the following officials for any enquiries:

Technical enquiries: Ndivhuwo Lithole (012 358 3474) or NdivhuwoL@TSHWANE.GOV.ZA
Supply chain enquiries: Kgomotso Makgale (012 358 5478) or kgomotsomakg@tshwane.gov.za

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

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

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VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:

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

1. If any pages have been removed from the bid document, and have therefore not been submitted, or a copy of the original bid document has been submitted.
2. If the bid document is completed using a pencil. Only black ink must be used to complete the bid document.
3. The bidder attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract.
4. The bid has been submitted after the relevant closing date and time.
5. If any bidder who during the last five years has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
6. The accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a person –
 - a) who is in the service of the state, or;
 - b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state; or;
 - c) Who is an advisor or consultant contracted with the municipality in respect of contract that would cause a conflict of Interest.
7. Bid offers will be rejected if the bidder or any of his directors is listed on the Register of Bid 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
8. Bid offers will be rejected if the bidder has abused the CoT’s Supply Chain Management System.
9. Failure to complete and sign the certificate of independent determination or disclosing of wrong information.

Failure to submit the above will lead to immediate disqualification

Bidder

CERTIFICATE OF AUTHORITY FOR SIGNATORY

Status of concern submitting tender (delete which ever is not applicable.) COMPANY /PARTNERSHIP /ONE-PERSON BUSINESS / CLOSE CORPORATION/ JOINT VENTURE

A. COMPANIES

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

An example is shown below:

By resolution of the board of Directors on20....., Mr. / Mshas been duly authorized to sign all documents in connection with BID NO.

SIGNED ON BEHALF OF THE COMPANY:

IN HIS CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:.....

WITNESSES: 1.

2.

B. PARTNERSHIP

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

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

We, the undersigned partners in the business trading as,

Hereby authorize to sign this bid as well s any contract resulting from the bid and any other documents and correspondence in connection with this bid / or contract on our behalf.

..... Signature Signature Signature
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..... Date Date Date
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C. ONE-PERSON BUSINESS

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

..... Signature Date
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D. CLOSE CORPORATION

If the case of a close corporation submitting a bid, a certified copy of the founding Statement of such corporation shall be included with the Bid, together with a resolution by its members authorizing a member or other official of the corporation to sign the documents and correspondence in connection with this bid or contract on behalf of the company must be submitted with this Bid.

An example is shown below:

By resolution of the members at the meeting on the200.....at
.....Mr. / Mswhose
signature appear below, has been duly authorized to sign all documents in connection with BID NO.
.....

SIGNED ON BEHALF OF THE CLOSE CORPORATION:.....

IN HIS / HER CAPACITY AS:.....

DATE:

SIGNATURE OF SIGNATORY:.....

WITNESSES: 1.

2.....

E. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by joint ventures.

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

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

GROUP FINANCIAL SERVICES DEPARTMENT

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

BID NUMBER

(GFS 02 -2021/22)

1. PURPOSE

1.1 To appoint Service Providers to:

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

2. BACKGROUND

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

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

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

3. PROJECT SCOPE

3.1 DESCRIPTION OF THE WORKS

3.1.1 OVERVIEW OF THE WORKS

Tender for the appointment of service providers/contractors to perform credit control actions on arrear accounts on electricity and water services for the City of Tshwane as and when required for a period of three (3) years. A maximum of Forty four (44) Service Providers in total will be appointed, a maximum of Twenty five (25) for electricity services, a maximum of Fifteen (15) for water services, a maximum of two (2) for quality control – electricity services and a maximum of two (2) for quality control – water services.

- 3.1.1.1 Tenderers who are registered with the CIDB in a contractor grading designation of minimum 4EP Class of electrical construction work are eligible to submit tenders for delivery of final demands, disconnections, reconnections, audit and inspections of Electrical supply portion of the works.
- 3.1.1.2 Tenderers who are registered with the CIDB in a contractor grading designation of minimum 4CE/GB Class of civil construction work are eligible to submit tenders for delivery of final demands, restrictions/disconnections, reconnections, audit and inspections of Water services portion of the works.
- 3.1.1.3 Tenderers who are registered with the CIDB in a contractor grading designation of minimum 4CE/GB Class of electrical construction work are eligible to submit tenders for Water Services Quality Control.
- 3.1.1.4 Tenderers who are registered with the CIDB in a contractor grading designation of minimum 4EP Class of electrical construction work are eligible to submit tenders for Electricity Services Quality Control.
- 3.1.1.5 Joint ventures are eligible to submit tenders provided that:
 - 3.1.1.5.1 The combined contractors grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor designation determined in accordance with the sum tendered for a minimum of 4EP Class of electrical construction work or 4CE/GB class of construction work are eligible to submit tenders.

3.1.2 EXTENT OF THE WORKS

3.1.2.1 LIST OF TERMS AND ABBREVIATION

- 3.1.2.1.1 CAN – Cut Action Notice
- 3.1.2.1.2 CCC- Credit Control Contractor
- 3.1.2.1.3 CoT- City of Tshwane Municipality
- 3.1.2.1.4 FD- Final Demand notice
- 3.1.2.1.5 ICI- Inspection of Illegal Consumption of electricity/water
- 3.1.2.1.6 RIP-E- Remove Installation Permanently - Electricity.
- 3.1.2.1.7 RIP-W- Remove Installation Permanently – Water (Businesses only)
- 3.1.2.1.8 QC – Quality Control
- 3.1.2.1.9 WR – Water Restriction
- 3.1.2.1.10 WD – Water Disconnection

3.1.2.2 DEFINITIONS AND INTERPRETATIONS

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

- 3.1.2.2.1 **“CONSUMER”** means the residents who make use of the Municipality’s electricity supply, water, sewerage, solid waste removal, rates payer or city cleansing services including the person who has received or deemed to have received the benefits of the same and includes “customer”.
- 3.1.2.2.2 **“CUSTOMER”** means consumers and / or debtors (including premises) with whom a legal relationship is (was) established by either formal agreement for delivery of municipal services (water, electricity, solid waste removal, rates, city cleansing or any other services) by the municipality, or against whom the municipality has a rightful claim and includes the debtor as defined in the Credit Control and Debt Collection By-laws.
- 3.1.2.2.3 **“EMPLOYER”** means the legally constituted party described as the "Employer" in the Form of Agreement of this document and includes the Employer's representatives, executors, administrators, trustees, judicial managers, or liquidators. In this tender employer shall be the City of Tshwane Metropolitan Municipality (City of Tshwane).

- 3.1.2.2.4 **"PROJECT MANAGER"** means Project Manager that has been appointed by the Employer to act as Project Manager for the service or work offered in this tender.
- 3.1.2.2.5 **"PROJECT MANAGER'S REPRESENTATIVE"** means the person delegated to represent the Project Manager.
- 3.1.2.2.6 **"CONTRACTOR"** means the person, firm or company whose tender has been accepted by Employer and includes the Contractor's representatives, executors, administrators, trustees, judicial managers or liquidators. In this tender the contractor shall be the successful tenderer.
- 3.1.2.2.7 **"SERVICE OR WORK"** means the service or work described in the (Scope of Work) Specification and/or Schedules. It shall include all modified, extra or additional work and obligations to be performed, services to be provided, all plant and materials to be provided and work to be done by the Contractor in terms of this Contract agreement.
- 3.1.2.2.8 **"TRANSACTION"** means one item (elementary unit or combined) of field work performed or to be performed by CCC and the OMC.
- 3.1.2.2.9 **"COMPLETED FIELD ACTION"** means an item of the works that has been executed.
- 3.1.2.2.10 **"NEGLECTED FIELD ACTION"** means an item of field work that must be performed in terms of the flow processes defined in Section 5 but was neglected (not done nor completed).
- 3.1.2.2.11 **"EQUIPMENT"** means all appliances or things of whatsoever nature required in or about the service or work but do not include plant, materials or other things intended to form or forming part of the permanent work.
- 3.1.2.2.12 **"TEMPORARY WORKS"** means all non-permanent works of every kind required in or about the service or work.
- 3.1.2.2.13 **"SITE"** means the point/place where the works are going to be executed in terms of the specification and the conditions contract.
- 3.1.2.2.14 **"MONTH"** means one calendar month.
- 3.1.2.2.15 **"DAY"** means working day inclusive of holidays and non- working days for the employer.
- 3.1.2.2.16 **"APPROVED"** means approval given in writing by the Project Manager or an authorised CoT representative.
- 3.1.2.2.17 **SINGULAR AND PLURAL:** Words indicating singular shall imply plural and vice versa unless the context of the sentence indicates otherwise.
- 3.1.2.2.18 **"GENDER"** words indicating female shall imply male unless the context indicates otherwise.
- 3.1.2.2.19 **"CREDIT CONTROL"** is the limiting of further consumption of services to consumers/debtors/accounts in arrears and the limited services will only be restored or normalised after due payment has been received by Finance department.
- 3.1.2.2.20 **"CITY"** means City of Tshwane.

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

- 3.1.2.3.1 Delivery of a Final Demand letter (FD) - refers to the delivery of a letter of demand issued against an account in arrears payable by customer within 14 days from the date of issue.
- 3.1.2.3.2 Disconnection of Electricity service (CAN): means a disconnection of electricity where the circuit breaker is completely removed inside a stubby/meterbox by the contractor for credit control purposes.
- 3.1.2.3.3 Illegal Consumption Inspection for Electricity (ICI-E): means the inspection of an electricity connection for illegal consumption after a credit control cut action.
- 3.1.2.3.4 Removal of Installation Permanently (RIP-E): means the Removal of Installation Permanently of the electricity connection, the circuit breaker is removed and a piece of conductor/cable is removed after tampering is found after a previous credit control cut action.

- 3.1.2.3.5 Reconnection of electricity connection (RECON-E): means re-installation of circuit breaker and/or cable/conductor for the restoration of the supply of electricity for credit control purposes.
- 3.1.2.3.6 Auditing: means auditing field work performed by CCC to verify if actions complied with the technical specification for each action type.
- 3.1.2.3.7 Quality Control: means carrying out field inspection to confirm the outcome of the credit control action as reported by the service provider.
- 3.1.2.3.8 Court Hours: hours spent in court by a CCC electrician for witness purposes on cases in the municipal court or other courts.
- 3.1.2.3.9 Assisting with compilation of docket: CCC is required to provide evidence collected during the execution of field action.
- 3.1.2.3.10 Visit Fees: a fee payable to the CCC for visiting a site where a credit control action was impossible to execute due to reasons beyond his/her control.

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

- 3.1.2.4.1 Delivery of a Final Demand letter (FD) - refers to the delivery of a letter of demand issued against an account in arrears payable by customer within 14 days from the date of issue.
- 3.1.2.4.2 Restriction (WR): Installation of a water restriction device on a water meter to reduce the water flow rate
- 3.1.2.4.3 Disconnection (WD): Installation of a water disconnection device on a water meter to close the water supply completely.
- 3.1.2.4.4 Normalisation (RECON WR R): Removal of water restriction device on water meter to supply full water flow rate.
- 3.1.2.4.5 Reconnection (RECON WD): Removal of water restriction/ water disconnection device on the water meter to supply full water flow rate.
- 3.1.2.4.6 Inspection (ICI-W): To inspect the water meter to determine illegal water consumption/re-normalisation of water supply by the consumer after a credit control action was done.
- 3.1.2.4.7 Auditing: means auditing field work performed by CCC to verify if actions complied with the technical specification for each action type.
- 3.1.2.4.8 Quality Control: means carrying out field inspection to confirm the outcome of the credit control action as reported by the service provider.
- 3.1.2.4.9 Court Hours: hours spent in court by a CCC technician for witness purposes on cases in the municipal court or other courts.
- 3.1.2.4.10 Assisting with compilation of docket: CCC is required to provide evidence collected during the execution of field action.
- 3.1.2.4.11 Visit Fees: a fee payable to the CCC for visiting a site where a credit control action was impossible to execute due to reasons beyond his/her control.

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

- 3.1.2.5.1 Auditing field work performed by CCC to verify if actions complied with the technical specification for each action type.
- 3.1.2.5.2 Quality control field work performed by CCC to confirm the outcome of the credit control actions performed by service providers.
- 3.1.2.5.3 Court Hours: hours spent in court by a CCC technician for witness purposes on cases in the municipal court or other courts.
- 3.1.2.5.4 Assisting with compilation of docket: CCC is required to provide evidence collected during the execution of field action.
- 3.1.2.5.5 Visit Fees: a fee payable to the CCC for visiting a site where a credit control action was impossible to execute due to reasons beyond his/her control.

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

3.1.2.6 TASKS OR PROJECTS TO BE EXECUTED

- 3.1.2.6.1 The contractor shall as and when required by the employer perform any one or more of the items as described in the specifications.
- 3.1.2.6.2 The contractor provides the works in accordance with the scope given to him by the employer. The contractor must procure at own cost the necessary computer hardware and software to ensure effective and efficient execution of the scope of work.
- 3.1.2.6.3 The contractor must also ensure that the computer infrastructure in their office is able to link to the computer infrastructure of the City of Tshwane in order to monitor the jobs allocated to the contractor (Technician\Plumber) remotely.
- 3.1.2.6.4 The contractor must take the following into account:
 - 3.1.2.6.4.1 After the contract had been awarded to the one or alternative contractors, and the need to use a contractor by the employer arises,
 - 3.1.2.6.4.2 The employer will evaluate the work to be done, the time it will take to complete the work as well as the cost.
 - 3.1.2.6.4.3 The cost is calculated from the specific rates of each item referred to in the contract data.
 - 3.1.2.6.4.4 In cases where the contractor is over-capacitated by current work already allocated to him, he must inform the employer of his reason not to accept the work allocated. The following is done:
 - 3.1.2.6.4.5 The contractor and the employer decide on the best possible date and time for the said project to commence based on the urgency and the type of project. In this situation, clause Z4 in the contract data must be noted and/or applied.
 - 3.1.2.6.4.6 The work must be done according to specification and within the time prescribed in the purchase order. Payment is only certified for work done according to specification(s).
 - 3.1.2.6.4.7 The employer may charge the contractor penalty fee(s), should the contractor not provide the works and by the completion date.
 - 3.1.2.6.4.8 During the contract period which is also the period of work allocation to the contractor by the employer, the contractor complies with all the conditions of contract and applicable policies of the CoT.
 - 3.1.2.6.4.9 The contractor may be expected, depending on the urgency of the work, to start the work immediately after the appointment letter has been issued or after the agreement has been signed. That is not exercised by derogation to conditions of contract.
 - 3.1.2.6.4.10 The type of work that will be done under this contract is delivery of final demands notices, disconnections, reconnections, audit and Inspections of Electricity and Water services in the City of Tshwane.
 - 3.1.2.6.4.11 Payment will be done on completion of the specific works and on conditions stated in the contract data.

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

3.1.2.7.1 HANDHELD DEVICES

- 3.1.2.7.2 The tenderer shall provide a handheld device which will be used to receive the jobs and report on the outcomes of the jobs allocated and to capture photos and GPS (co-ordinates for all credit control actions).
- 3.1.2.7.3 The handheld device must come complete with travel charger and car charger.
- 3.1.2.7.4 The handheld devices remain the property of the service provider.

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

3.1.2.7.6 MOBILE PRINTER

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

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

3.1.2.7.7 STICKER PAPER ROLL

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

3.1.2.7.8 DATA

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

3.1.2.8 CERTIFICATION OF FIELD WORKERS

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

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

3.1.2.8.2.1 CAN – disconnection of electricity services

3.1.2.8.2.2 CAN RECON – reconnection of electricity services

3.1.2.8.2.3 RIP – removal of installation permanently

3.1.2.8.2.4 RIP RECON – reconnection of electricity services following a RIP

3.1.2.8.2.5 WR - Water restriction

3.1.2.8.2.6 WD – Water disconnection

3.1.2.8.2.7 RECON WR – Water normalization

3.1.2.8.2.8 RECON WD – Water reconnection

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

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

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

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

3.1.2.8.4.2.1 Be tested or

3.1.2.8.4.2.2 Do the training which includes testing.

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

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

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

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

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

- 3.1.2.8.4.8 If the Contractor/Sub-contractor requests to do the course, the course date and the invoice will be provided to the Contractor/ Sub-contractor by the Water and Sanitation Division. Both the theoretical and practical tests must be passed before the certificate will be issued.
- 3.1.2.8.4.9 The certificate will be issued by the Energy and Electricity Division and a copy will be sent to the section involved after the invoice has been paid. The certificate must always be available when requested.

3.1.2.9 ADMINISTRATIVE ARRANGEMENTS

- 3.1.2.9.1 The administrative tasks and conditions as set out in the audit trail policy of the EED must be carried out by each contractor. If the Contractor does not abide by these conditions, his/her contract may be suspended. A warning letter must be issued to that effect in terms of clause Z3 of the conditions of contract. The following submissions shall form part of the contractor's report:
 - 3.1.2.9.1.1 The contractor will be requested to report on progress on site as required by the project manager.
 - 3.1.2.9.1.2 The contractor must submit a signed "Approved Appointment Form with Approved Unit Rates" together with the invoice where applicable.
 - 3.1.2.9.1.3 The contractor shall be required to produce a Certificate of Compliance for the work completed which requires such certification by law.
- 3.1.2.9.2 An appointment letter is a document stating that the contractor has been appointed for a specific tender. The document shall further state:
 - 3.1.2.9.2.1 The duration of the tender, i.e. starting and completion dates,
 - 3.1.2.9.2.2 Payment rates of the part of the tender for which the contractor has been appointed,
 - 3.1.2.9.2.3 The reply period,
 - 3.1.2.9.2.4 Contract manager and other matters that may be relevant for the project at the time of the appointment.
- 3.1.2.9.3 The employer may at any time require any and all information about the contractor's employees. If any irregularity is found, the employer may order the removal of such employee from the tender and such person shall have no involvement with the contractor under the awarded contract from the next day after the notification has been served and in future.
- 3.1.2.9.4 The employee may be re-appointed provided that the employer agrees and that whatever information that was not available, is available and acceptable.
- 3.1.2.9.5 The contractor must comply with all the applicable CoT's procurement policies.

3.1.2.10 EQUITY POLICY:

- 3.1.2.10.1 The contractor must comply with all the Divisional employment equity policy(s).
- 3.1.2.10.2 If any non-conformity whatsoever to the Divisional policies has been suspected, the employer (CoT) has the right to launch an investigation. In the event of non-compliance, the CoT reserves the right to take the necessary disciplinary actions against the contractor including terminating the contract.

3.1.2.11 NON- CONFORMANCES

- 3.1.2.11.1 The appointed tenderers shall not:
 - 3.1.2.11.1.1 Take bribery from customers of the CoT
 - 3.1.2.11.1.2 Perform illegal connections/disconnections/reconnections or illegal restrictions/normalisations
 - 3.1.2.11.1.3 Perform any unauthorized work on CoT network

3.1.2.12 PENALTIES

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

tenderers:

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

3.1.3 LOCATION OF THE WORKS

- 3.1.3.1 Information about the site at time of tender which may affect the work in this contract
- 3.1.3.2 Access limitations
- 3.1.3.3 Access to site is on the date stated in the contract data. The contractor shall be required to work within the Jurisdictional area of City of Tshwane.
- 3.1.3.4 Offices and office infrastructure
 - 3.1.3.4.1 Successful tenderers shall have offices fully equipped with communications infrastructure that includes, a working landline, and fax line and internet services.
 - 3.1.3.4.2 Successful tenderers shall have offices fully equipped with a computer and printer with copying capability.
- 3.1.3.5 Hidden and other services within the site
 - 3.1.3.5.1** When the task is allocated to the contractor, specific information about the site will be provided to him as when it is required by the Project Engineer.

3.2 STANDARD SPECIFICATIONS

The following are tables listing specifications:

Table 1

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

3.2.1 PARTICULAR SPECIFICATIONS AND ADDITIONS TO THE STANDARD SPECIFICATIONS

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

3.2.1.1.1 Procedure:

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

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

3.2.1.2.1 Installation type 1

3.2.1.2.1.1 Type 1 Description

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

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

3.2.1.2.1.2 Disconnection methodology

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

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

3.2.1.2.1.3 Reconnection methodology

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

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

3.2.1.2.2 Installation type 2

3.2.1.2.2.1 Type description

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

- (a) Pole connection, 4 – 5 loose wires with 3 CB on pole.
- (b) Pole connection bundle conductor (single overhead cable) with 3 CB's on pole and 3

CB's in meter box

- (c) Pole connection bundle conductor (single overhead cable) with 3 CB's on pole
- (d) Porcelain fuse x 3 (press and turn types)

3.2.1.2.2.2 Disconnection methodology

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

- Identify job location (according to address on job card)
- Identify meter numbers if access is possible
- Record meter readings and complete job card
- Make sure to utilize the necessary safety equipment
- Identify the correct CB's/Porcelain fuses on pole
- Test to ensure tester is in working order
- Switch off and test
- Do not remove neutral wire
- Disconnect supply cable from CB's/Porcelain fuses, tape and strap tails against supply cable
- Remove wires (jumper) on live side off CB's /Porcelain fuses(x3) (soldering connections should be left intact)
- Remove CB's/Porcelain fuses (x3), or porcelain fuses and mark CB's/Porcelain fuses (x3)
- Tag installation (Service wire)
- All required field details, environmental details and outcome of the job must be captured as per job card and methodology in the handheld device.
- Photos of, but not limited to, the installation, status before and after and how the job card was delivered must be included when completing the job card, where applicable, regardless of the outcome of the job.
- Leave the job card hard copy on site or with the customer and include photo as evidence.
- Close the job to indicate whether the job was successful or unsuccessful indicating reason if unsuccessful.
- Take CB's/Porcelain fuses (x3) back to office

3.2.1.2.2.3 Reconnection methodology

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

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

3.2.1.2.3 Installation type 3

3.2.1.2.3.1 Type description

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

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

3.2.1.2.3.2 Disconnection methodology

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

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

3.2.1.2.3.3 Reconnection methodology

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

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

- Secure installation

3.2.1.2.4 Installation type 4

3.2.1.2.4.1 Type description

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

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

3.2.1.2.4.2 Disconnection methodology

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

- Identify job location (according to address on job card)
- Identify meter numbers if access is possible
- Record meter readings and complete job card
- Make sure to utilize the necessary safety equipment
- Identify the correct CB's /Porcelain fuses (x3) on pole
- Test to ensure tester is in working order
- Switch off and test
- Disconnect supply cable from CB's/Porcelain fuses, tape and strap tails against supply cable
- Remove wires (jumper) on live side of CB's/Porcelain fuses (soldering connections should be left intact)
- Never remove neutral wire
- Tag service wires for identification purposes
- Remove CB's/Porcelain fuses (x3)
- Mark CB's/Porcelain fuses (x3)
- All required field details, environmental details and outcome of the job must be captured as per job card and methodology in the handheld device.
- Photos of, but not limited to, the installation, status before and after and how the job card was delivered must be included when completing the job card, where applicable, regardless of the outcome of the job.
- Leave the job card hard copy on site or with the customer and include photo as evidence.
- Close the job to indicate whether the job was successful or unsuccessful indicating reason if unsuccessful.
- Take job card and CB's/Porcelain fuses (x3) back to office

3.2.1.2.4.3 Reconnection methodology

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

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

- Switch on CB's
- Test on load side
- Remove tag
- Check visually if meters are turning
- Secure installation

3.2.1.2.5 Installation type 5

3.2.1.2.5.1 Type description

Underground Cable Three Phase Underground Reticulation

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

3.2.1.2.5.2 Disconnection methodology

Installation Type 5(a) (Three Phase)

Three phase – Do not remove the neutral at all

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

3.2.1.2.5.3 Reconnection methodology

Installation Type 5 (a) (Three Phase)

- Identify job location
- Identify meter numbers
- Record meter readings
- Make sure to utilize the necessary safety equipment

- Re-install CB's, remove tape and secure the live wires (jumper)
- Install wires between load side of CB's and meters
- Seal meters
- Test on the live side
- Remove tag
- Switch on CB's
- Test on load side
- Check visually if meters are turning
- Secure installation

3.2.1.2.5.4 Disconnection methodology:

Installation Type 5(b) (Three Phase)

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

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

3.2.1.2.5.5 Reconnection methodology:

Installation Type 5 (b) (Three Phase)

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

- Check visually if meters are turning
- Secure installation

3.2.1.2.5.6 Disconnection methodology

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

- Identify job location (according to address on job card)
- Identify meter numbers as marked on box or on job card
- Record meter readings and complete job card
- Make sure to utilize the necessary safety equipment
- Test to ensure tester is in working order
- **If CB's on meter side are installed:**
 - Switch off CB's on meter side and test
 - Switch off isolators/CB on FC side and test
 - Disconnect wires between isolators/CB's on FC side and CB's (x3) on meter side and remove
 - Disconnect wires on load side of CB's and cut against meters and remove
 - Remove CB's (x3) and mark
- **If no CB's on meter side are installed:**
 - Switch off isolators/CB's (x3) on FC side and test
 - Disconnect wires on isolators/CB's (x3) on FC side and cut against meters and remove
 - Tag installation (service wire)
 - Leave the job card where consumer can find it
 - Take isolators/CB's (x3) and removed wires back to the office

3.2.1.2.5.7 Reconnection methodology

Installation Type 5 (c) (Three Phase)

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

3.2.1.2.6 Installation type 6

3.2.1.2.6.1 Type description Underground Cable Single Phase

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

3.2.1.2.6.2 Disconnection methodology

Installation Type 6 (a) (Single Phase)

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

3.2.1.2.6.3 Reconnection methodology

Installation Type 6 (a) (Single Phase)

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

3.2.1.2.6.4 Disconnection methodology

Installation Type 6 (b) (Single Phase)

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

3.2.1.2.6.5 Reconnection methodology:

Installation Type 6 (b) (Single Phase)

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

3.2.1.2.6.6 Disconnection methodology

Installation Type 6 (c) (Single Phase)

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

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

3.2.1.2.6.7 Reconnection methodology

Installation Type 6 (c) (Single Phase)

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

3.2.1.2.7 Installation type 7

3.2.1.2.7.1 Type description

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

3.2.1.2.7.2 Disconnection methodology

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

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

3.2.1.2.7.3 Reconnection methodology

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

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

3.2.1.2.7.4 Disconnection methodology

Installation Type 7 (b)

In the case of porcelain fuses the following will apply:

- Identify job location
- Find meter box and identify meter number
- Identify the porcelain fuse
- Record meter reading and complete job card

- Make sure to utilize the necessary safety equipment
- Test to ensure tester is in working order
- Remove fuse holder
- Disconnect wires from fuse carrier
- Cut live side wire against bus bar and remove
- Cut load side wire against meter and remove
- Take fuse carrier and fuse holder and removed wires back to office
- Tag installation

3.2.1.2.7.5 Reconnection methodology

Installation Type 7 (b)

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

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

3.2.1.3.1 Installation type 1

3.2.1.3.1.1 Type description

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

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

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

3.2.1.3.1.2 Reconnection Methodology: Single & 3 Phases

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

3.2.1.3.2 Installation type 2

3.2.1.3.2.1 Type description

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

3.2.1.3.2.2 Disconnection Methodology: Single & 3 Phases

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

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

3.2.1.3.2.3 Reconnection Methodology: Single & 3 Phases

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

3.2.1.3.3 Installation type 3

3.2.1.3.3.1 Type description

Meter box floor with Isolator/FC/LT separate

3.2.1.3.3.2 Disconnection Methodology: Single & 3 Phases

- Identify job location (according to address on job card)
- Identify meter number inside meter box
- Record meter reading and time on card
- Make sure to utilize the necessary safety equipment
- Test if the tester is in working condition
- Open 5.6LT side of box and switch off the CB or Isolator or pull fuse.

- Open the FC side and switch off the isolator/CB.
- Test if correct wire was switched off correctly.
- Disconnect live wire and cap (where applicable).
- Disconnect consumer wire and cap (where applicable).
- Remove the CB, Isolator or fuse.
- Tag installation for identification purposes
- Close FC side
- Close 5.6LT side
- Secure meter box
- All required field details, environmental details and outcome of the job must be captured as per job card and methodology in the handheld device.
- Photos of, but not limited to, the installation , status before and after and how the job card was delivered must be included when completing the job card, where applicable, regardless of the outcome of the job.
- Leave the job card hard copy on site or with the customer and include photo as evidence.
- Close the job to indicate whether the job was successful or unsuccessful indicating reason if unsuccessful.

3.2.1.3.3.3 Reconnection Methodology: Single & 3 Phases

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

Important Notes:

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

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

3.2.1.4.1 **Type description: Overhead supply from pole to house roof:**

3.2.1.4.1.1 **Disconnection**

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

3.2.1.4.1.2 **Reconnection**

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

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

3.2.1.4.2.1 **Disconnection**

- Identify job location (according to address on card)
- Identify meter number if access is possible
- Record meter reading and complete job card

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

3.2.1.4.2.2 Reconnection

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

3.2.1.4.3 Type description: UNDERGROUND RETICULATIONL:

3.2.1.4.3.1 Disconnection

- Identify job location(according to address on card)
- Identify meter number
- Record meter reading and complete job card
- Make sure to utilize the necessary safety equipment
- Remove cubical cover
- Identify the correct CB
- Locate cable marker to ensure correct address (more than one meter per box)

- Test to ensure tester is in working order
- Switch-off CB in meter box
- Disconnect live wire on CB, tape and push back to bus bar side
- Disconnect supply cable from meter and earth bar
- Cut cable beneath termination point, remove and mark
- Remove CB and mark
- Cap cable
- Mark cable with aluminium plate
- Leave rip tag on cable end
 - All required field details, environmental details and outcome of the job must be captured as per job card and methodology in the handheld device.
 - Photos of, but not limited to, the installation , status before and after and how the job card was delivered must be included when completing the job card, where applicable, regardless of the outcome of the job.
 - Leave the job card hard copy on site or with the customer and include photo as evidence.
 - Close the job to indicate whether the job was successful or unsuccessful indicating reason if unsuccessful.
- Take job card, cable and CB back to office

3.2.1.4.3.2 Reconnection

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

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

3.2.1.5.1 Type description: OVERHEAD SUPPLY FROM POLE

3.2.1.5.1.1 Disconnection:

- Identify job location(according to address on card)
- Identify meter number if access is possible
- Remove meter and capture number on job card
- Make sure to utilize the necessary safety equipment
- Test to ensure tester is in working order
- Switch-off installation

- Remove illegal connecting wires / CB's or fuses
- Disconnect earth and neutral wires and cap wires an bundle conductor
- Remove aerial wire/bundle conductor to house and cap

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

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

3.2.1.5.1.2 Reconnection:

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

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

3.2.1.5.2.1 Disconnection:

- Identify job location (according to address on card)
- Identify meter number if access is possible
- Record meter reading
- Make sure to utilize the necessary safety equipment
- Test to ensure tester is in working order
- Switch-off installation
- Remove illegal connecting wires / CB's or fuses and pre-payment meter and record number on job card
- Disconnect neural and earth wires
- Cut cable +/- 1 meter from ground and remove
- Cap cable
- Leave RIP tag on cable end

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

3.2.1.5.2.2 Reconnection:

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

3.2.1.5.3 Type description: UNDERGROUND RETICULATION

3.2.1.5.3.1 Disconnection:

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

Note: Report to THE CITY if paving should be replaced due to trenching
Leave rip tag at hinged point
Complete job card

- Leave the consumer card on site where consumer will find it
- Return job card, cable and other removed components to office

3.2.1.5.3.2 Reconnection:

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

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

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

3.2.1.6.1 Scope

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

3.2.1.6.2 Background

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

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

3.2.1.6.3 Requirements

3.2.1.6.3.1 Installation Specification

- Remove all old CB's and illegal wiring
- Replace old CB's with new CB's in DU
- New 16 mm wire from CB to RIP box (red, black) in DU

- Wire protruding through box hole where male and female bushes are fitted.
- Wire through galvanized piping to dwelling
- Wire to run in pipe fitted with nipple, lock nut and copper bush
- Mark each isolator with stand number visible with a permanent label
- Installation must be left in a safe and secure condition

3.2.1.6.3.2 Installation Methodology

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

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

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

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

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

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

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

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

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

3.2.1.6.3.3 Data capturing

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

- Account detail of the account responsible for the RIP box installation

- Number of meters
- Number of RIP box configuration installed.
- RIP box serial number(s)
- Date of installation
- Date inspected
- Date of flagging on SAP
- Detail of other accounts in the RIP box(s)
- Prepayment meter information must be forward to COT

3.2.1.6.3.4 Installation Quality

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

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

3.2.1.6.3.5 Quality Control Procedures – ELECTRICITY SERVICE (QC)

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

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

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

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

3.2.1.6.3.6 Risks

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

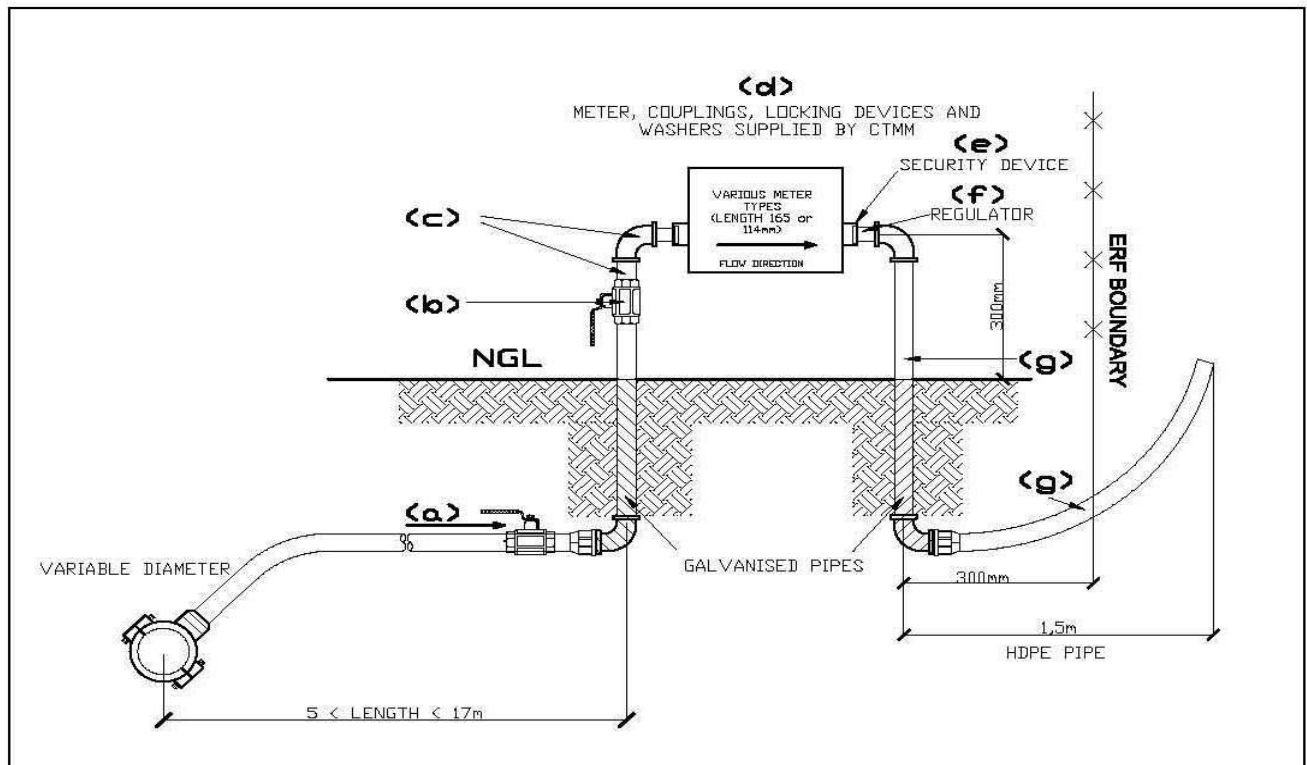
The procedure for the restrictions and re-connections described below includes, so far as can be determined, the steps that must be performed by the CCC when installing a typical water-regulator device. This procedure is linked to the type of device used and may therefore change from time to time, depending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

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

3.2.1.7.4.1 DESCRIPTION

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

3.2.1.7.4.2 TYPICAL DETAIL DRAWING OF INSTALLATION



Components a – g:

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

3.2.1.7.4.3 RESTRICTION PROCEDURE

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

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

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

3.2.1.7.4.4 RECONNECTION PROCEDURE

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

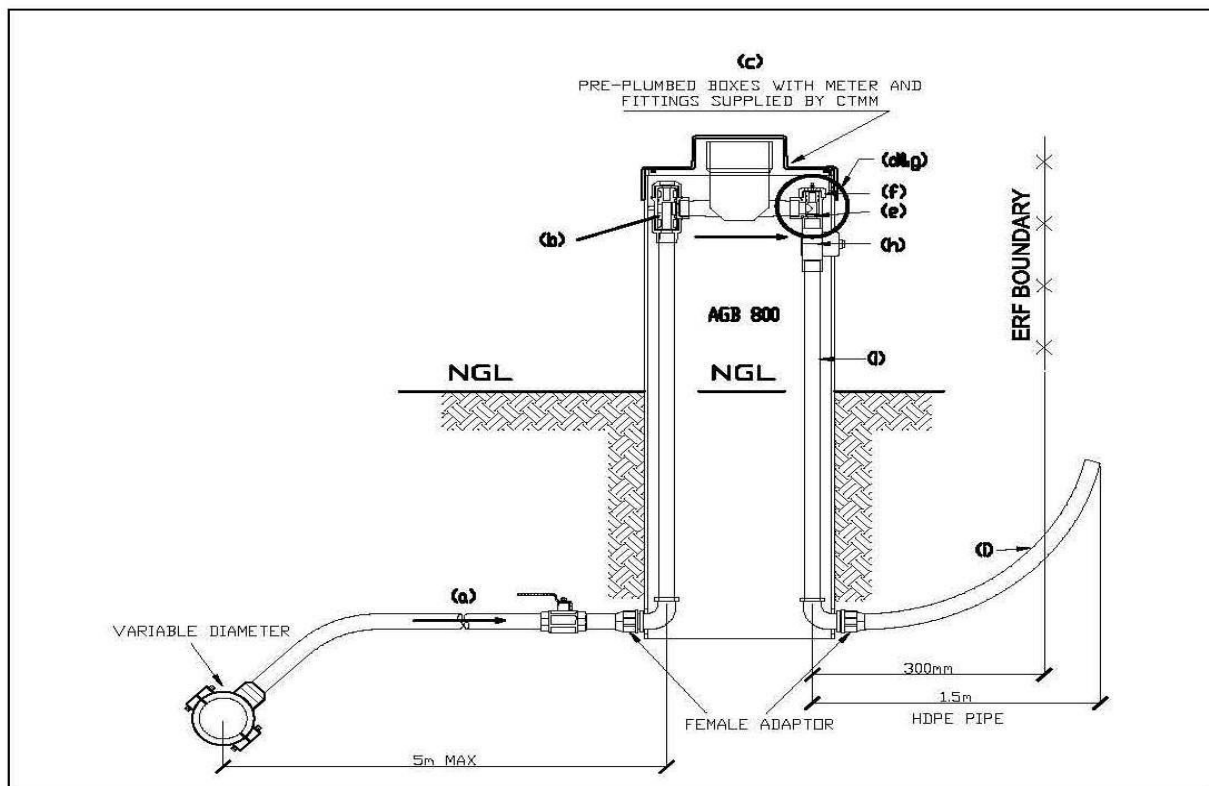
- 3.2.1.7.4.4.14 Photos of, but not limited to, the installation , status before and after and how the job card was delivered must be included when completing the job card, where applicable, regardless of the outcome of the job.
- 3.2.1.7.4.4.15 Leave the job card hard copy on site or with the customer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

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

3.2.1.7.5.1 DESCRIPTION

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

3.2.1.7.5.2 TYPICAL DETAIL DRAWING OF INSTALLATION



Components a – i:

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

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

3.2.1.7.5.3 RESTRICTION PROCEDURE

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

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

3.2.1.7.5.4 RECONNECTION PROCEDURE

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

- 3.2.1.7.5.4.1.1 Open the meter box by removing the meter lid using the correct tools that will be supplied by the OCC. Close the water supply to the premises at the internal valve upstream of the water meter.

- 3.2.1.7.5.4.1.2 Remove the sealing wire or any other type seal/locking device that was used to secure the regulator assembly.
- 3.2.1.7.5.4.1.3 Remove the housing nut and regulator from the regulator assembly.
- 3.2.1.7.5.4.1.4 Re-fit regulator housing into chamber and secure with cover nut.
- 3.2.1.7.5.4.1.5 Test water supply to ensure that the flow is normalized, if property is accessible.
- 3.2.1.7.5.4.1.6 Test shall be conducted at a tap on the correct premises closest to the installation, if access is available.
- 3.2.1.7.5.4.1.7 Check for leaks at the installation before departing.
- 3.2.1.7.5.4.1.8 Insert the colour coded lid locking pin (normally Black) indicating that the installation is not restricted.
- 3.2.1.7.5.4.1.9 All required field details, environmental details and outcome of the job must be captured as per job card and methodology in the handheld device.
- 3.2.1.7.5.4.1.10 Photos of, but not limited to, the installation , status before and after and how the job card was delivered must be included when completing the job card, where applicable, regardless of the outcome of the job.
- 3.2.1.7.5.4.1.11 Leave the job card hard copy on site or with the customer and include photo as evidence.
- 3.2.1.7.5.4.1.12 Close the job to indicate whether the job was successful or unsuccessful indicating reason if unsuccessful.
- 3.2.1.7.5.4.1.13 Return all devices/components removed from the installation

3.2.1.7.5.5 RECONNECTION PROCEDURE

- 3.2.1.7.5.5.1 For every water service re-connection undertaken the CCC shall be required to undertake one or all of the following:
- 3.2.1.7.5.5.2
- 3.2.1.7.5.5.3 Close-off the water supply to the premises at the valve (stopcock or ball valve) upstream of the water meter.
- 3.2.1.7.5.5.4 Loosen the meter coupling downstream of the water meter.
- 3.2.1.7.5.5.5 Remove the flow regulator device from between coupling and meter.
- 3.2.1.7.5.5.6 Remove the security device from the coupling by using special spanner or key supplied.
- 3.2.1.7.5.5.7 Refit sealing washer onto the water meter coupling.
- 3.2.1.7.5.5.8 Fit and secure meter coupling to meter.
- 3.2.1.7.5.5.9 Ensure that the face of the water meter and dials at all times face upwards towards the installer, not to the side or facing the ground. Make sure that the water flow through the meter is in the correct direction – meter dials must register positive flow.
- 3.2.1.7.5.5.10 Test to ensure that there is water flow and that the flow is normalized.
- 3.2.1.7.5.5.11 Test shall be conducted at a tap on the correct premises closest to the installation if property is accessible or if not, to test at the meter.
- 3.2.1.7.5.5.12 Check for leaks at the installation before departing from the premises.
- 3.2.1.7.5.5.13 All required field details, environmental details and outcome of the job must be captured as per job card and methodology in the handheld device.
- 3.2.1.7.5.5.14 Photos of, but not limited to, the installation , status before and after and how the job card was delivered must be included when completing the job card, where applicable, regardless of the outcome of the job.
- 3.2.1.7.5.5.15 Leave the job card hard copy on site or with the customer and include photo as evidence.

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

3.2.1.7.5.5.17 Return all devices/components removed from the installation

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

3.2.1.7.6.1 The CCC shall in all instances for every disconnection and reconnection undertaken, be required to visit the applicable premise, locate the water meter and perform the following tasks:

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

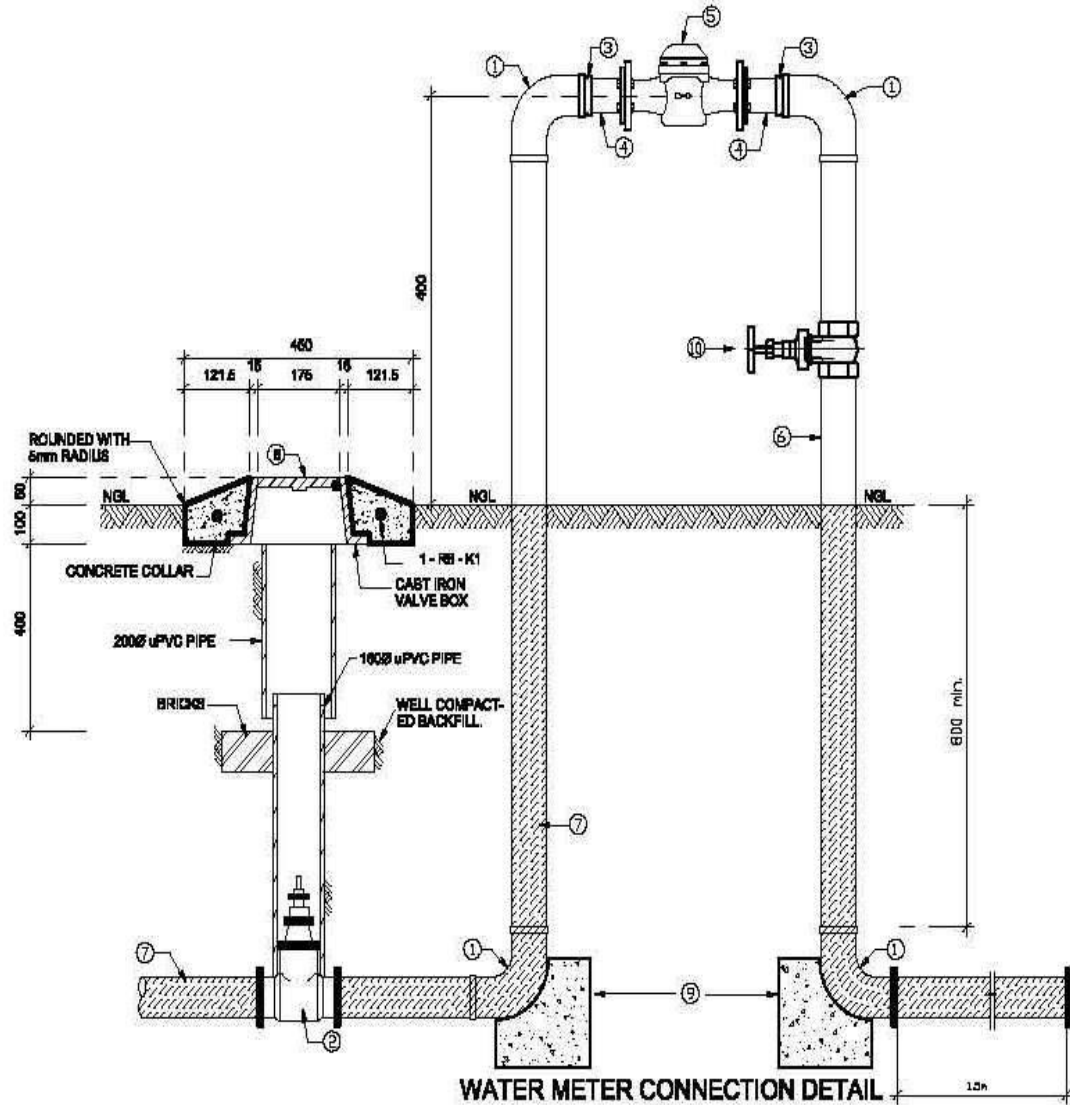
3.2.1.7.6.2 DESCRIPTION

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

3.2.1.7.6.3 TYPICAL DETAIL DRAWING OF INSTALLATION

Components:

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



WATER METER CONNECTION DETAIL
N.T.S.

No.	ITEM DESCRIPTION	WATER CONNECTION SIZES			
		50Ø (Meter)	80Ø (Meter)	100Ø (Meter)	150Ø (Meter)
①	ELBOWS, GALV.	80Ø	100Ø	150Ø	200Ø
②	VALVE	RSV 80Ø	RSV 100Ø	RSV 150Ø	RSV 200Ø
③	REDUCING BUSCH	80-60Ø	100-80Ø	150-100Ø	200-150Ø
④	NIPPLE	50Ø	80Ø	100Ø	200Ø
⑤	WATER METER	50Ø	80Ø	100Ø	150Ø
⑥	PIPE, GALV.	80Ø	100Ø	150Ø	200Ø
⑦	"DENSOTAPE" WRAPPING	YES	YES	YES	YES
⑧	CONCRETE VALVE BOX	YES	YES	YES	YES
⑨	ANCHOR BLOCKS	YES	YES	YES	YES
⑩	WHEEL VALVE	80Ø	100Ø	150Ø	200Ø

3.2.1.7.6.4 DISCONNECTION PROCEDURE

- 3.2.1.7.6.4.1 In all instances the CCC shall use the approved appropriate locking device supplied by the COT to shut-off the water supply.
- 3.2.1.7.6.4.2 Under no circumstance are any of the installation's components to be removed unless otherwise instructed by the Principle Engineer.
- 3.2.1.7.6.4.3 This procedure is linked to the type of device used and may therefore from time to time change depending on the type of device or upon instruction from the Principle Project Manager or his representative.
- 3.2.1.7.6.4.4 The procedure for a Level 1 Water Disconnection shall be executed as follows:
- 3.2.1.7.6.4.5
- 3.2.1.7.6.4.6 Close the water supply to the premises at the stop cock/gate/ball/R.S.V. valve.
- 3.2.1.7.6.4.7 Place a locking mechanism/device on the valve, and lock the mechanism in place.
- 3.2.1.7.6.4.8 Test the water flow to ensure that the water flow is disconnected.
- 3.2.1.7.6.4.9 Test shall be conducted at a tap on the correct premises closest to the installation if property is accessible or if not, to test at the meter.
- 3.2.1.7.6.4.10 Check for leaks at the installation before departing from the premises.
- 3.2.1.7.6.4.11 Mark the installation, with unique identification e.g. spray paint, tag etc. of the CCC.
- 3.2.1.7.6.4.12 Bag all components removed from installation (i.e. stop cock handle, nuts etc...) and tag with address particulars.
- 3.2.1.7.6.4.13 Complete the technician card on the device and close the job taking all the evidence photos.

3.2.1.7.6.5 RECONNECTION PROCEDURE

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

3.2.1.7.6.6 RECONNECTION PROCEDURE

- 3.2.1.7.6.6.1 For every water service re-connection undertaken the CCC shall be required to undertake one or all of the following:
 - 3.2.1.7.6.6.1.1 Remove the meter coupling (tailpiece) downstream of the water meter; water meter is to remain in place.
 - 3.2.1.7.6.6.1.2 Remove the blank flange between meter and downstream coupling.
 - 3.2.1.7.6.6.1.3 Reconnect downstream coupling and pipework to meter (ensure seals between meter and coupling are in place).
 - 3.2.1.7.6.6.1.4 Secure nuts and bolts.

- 3.2.1.7.6.6.1.5 Open valve and check to ensure that installation does not have any water leaks and to rectify any leaks before departure.
- 3.2.1.7.6.6.1.6 Test the water flow to ensure that the flow is disconnected.
- 3.2.1.7.6.6.1.7 Test shall be conducted at a tap on the correct premises closest to the installation if property is accessible or if not, to test at the meter.
- 3.2.1.7.6.6.1.8 Mark the installation, with unique identification e.g. spray paint, tag etc. of the CCC.
- 3.2.1.7.6.6.1.9 Complete the technician card and sign the work off.
- 3.2.1.7.6.6.1.10 Return all devices/components that were removed from the installation to the City.
- 3.2.1.7.6.6.1.11
- 3.2.1.7.6.6.1.12 Backfill, compact and level trenches to the adjacent surfaces immediately after the removal of the pipe work. Finishing and tidying of area following the backfilling of the trench will form an essential part of the action.
- 3.2.1.7.6.6.1.13 Complete technician card and leave appropriate section of card at premises.
- 3.2.1.7.6.6.1.14 Return the water meter to the COT Operations and Maintenance Depot at 11 Johannes Ramokhoase St, Pretoria.
- 3.2.1.7.6.6.1.15 Return pipes and fittings that were removed from the installation to the City.

- 3.2.1.7.6.6.2 Backfill, compact and level trenches to the adjacent surfaces immediately after the installation of the new communication pipe and meter. Finishing and tidying of area following the backfilling of the trench will form an essential part of the action.
- 3.2.1.7.6.6.3 Test the installation for leaks before departing from the premises to ensure that there are no water leaks emanating from the water connection infrastructure where the new water meter was installed. Should there be signs of water leakage to rectify same before departure.
- 3.2.1.7.6.6.4 Complete technician card and leave reconnection slip-of card at premises.
- 3.2.1.7.6.6.5 Return completed technician card to THE CITY.
- 3.2.1.7.6.6.6 All excavation, compaction and backfilling of trenches shall comply with the Specifications set out in the Standard Specifications for Civil Engineering Works: Series 2, Earthworks Section 202: Trenching.

- 3.2.1.7.6.6.7 The above-mentioned descriptions are not necessarily complete and shall not limit the Works to be carried out by the CCC under this contract

3.2.1.7.6.7 Quality Control Procedures - WATER SERVICE (QC)

- 3.2.1.7.6.7.1 For every restriction/disconnection that was carried out, the CCC shall be required to, locate the water meter installation and perform the following tasks:
 - 3.2.1.7.6.7.1.1 Verify that the physical address and water meter serial number corresponds to the instruction details on the technician card.
 - 3.2.1.7.6.7.1.2 Ensure that the located water meter actually supplies the address indicated on the technician card.
 - 3.2.1.7.6.7.1.3 Record the meter reading and other relevant information on the technical card.
 - 3.2.1.7.6.7.1.4 Check if correct device has been installed.

- 3.2.1.7.6.7.1.5 Test the water supply to determine whether the supply is restricted by confirming the water flow rate (measure flow rate) or test to ensure that the water supply is disconnected.
- 3.2.1.7.6.7.1.6 Check to ensure that the security mechanism/device(s) securing the restriction/disconnection device are intact?
- 3.2.1.7.6.7.1.7 Determine if the water service has illegally been reconnected or tampered with.
- 3.2.1.7.6.7.1.8 Record and collect all necessary and relevant information that may be required for prosecution purposes.
- 3.2.1.7.6.7.1.9 Collect any additional information that may be required by the Principle Project Manager or his representative.
- 3.2.1.7.6.7.1.10 Take pictures of the installation that will have a date and time stamp.
- 3.2.1.7.6.7.1.11
- 3.2.1.7.6.7.1.12 The information required above must be submitted to the Principle Project Manager or his representative as and when required.
- 3.2.1.7.6.7.1.13
- 3.2.1.7.6.7.1.14 Where tampering and or bypassing is suspected the CCC is to inform the Principle Engineer, or his representative or site supervisor or contractor within a specified time, which will inspect the water service to confirm bypassing and or tampering.

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

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

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

3.2.1.8 HANDHELD UNIT

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

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

3.2.2 SOCIO ECONOMIC PLAN

- 3.2.3.1 Tenderer shall provide an economic plan which will include the job creation plan; the job creation plan must accommodate interns and labourers.
- 3.2.3.2 The Tenderer shall provide details of all training to be provided, through on-site, accredited training and formal training for employees at all levels to ensure they enhance their competence, and able to provide the required operation and maintenance skills across the various plant process streams. This shall also include SHEQ training.
- 3.2.3.3 The Tenderer shall also detail the capacity building and skills transfer initiatives to be implemented with the Employer's key management and counterpart staff such that they can take over and manage the facilities on contract completion, in a seamless and sustainable manner.

C3.3 MANAGEMENT

C3.3.1 APPLICABLE SANS 1921 STANDARDS

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

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

C3.3.2 MANAGEMENT MEETINGS

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

C3.3.3 FORMS FOR CONTRACT ADMINISTRATION

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

C3.3.4 ELECTRONIC PAYMENTS

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

C3.3.5 DAILY RECORDS

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

C3.3.6 BONDS AND GUARANTEES

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

C3.3.7 PAYMENT CERTIFICATES

- 3.3.7.1 All invoices shall be accompanied by supporting documentation validating the work invoiced. The supporting documentation shall include but will not be limited to:
 - 3.3.7.1.1 Statistics report of transactions in accordance with the categories of the bill of quantities.
 - 3.3.7.1.2 Quality control report including photos with a date and time stamp.
 - 3.3.7.1.3 Payment statement showing current amount payable and outstanding invoiced payments.

C3.3.8 PERMITS

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

C3.3.9 PROOF OF COMPLIANCE WITH THE LAW

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

C3.3.10 INSURANCE PROVIDED BY THE EMPLOYER

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

C3.3.11 RISK AND INSURANCE

3.3.11.1 The amount of the minimum limit of indemnity for insurance in respect of loss of or damage to property and liability for bodily injury to or death of a person (not employee of the contractor) due to activity in connection with this contract for any one event is R10m.

3.3.11.2 The amount of the minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the contractor arising out of and in the cause of their employment in connection with this contract is as set out in COIDA (WCA) as well as group life insurance for at least three times the employee's total earnings.

3.3.11.3 The employer provides these insurances from the insurance table:

3.3.11.3.1 Insurance against loss or damage to the works, plant and materials

3.3.11.3.2 Cover/indemnity is R12m excluding escalation.

3.3.11.3.3 The deductibles are:

3.3.11.3.3.1 Theft or any attempt thereto- R3 500 for any one loss

3.3.11.3.3.2 Building, civil and earthworks per stand or per house – R 3 500 aggregating to R50 000 for any one loss.

3.3.11.3.3.3 For any other work not relating to a stand or house is R20 000 for any one loss.

3.3.11.4 Insurance against:

3.3.11.4.1 Liability for loss of or damage to property (except the works, plant and materials and equipment) and liability for bodily injury to or death of a person (not an employee of the contractor) caused by activity in connection with this contract.

3.3.11.4.2 Cover/Indemnity is R10mil.

3.3.11.4.2.1 The deductibles are R10 000.

C3.3.12 TRAINING

3.3.12.1 The successful tenderers shall make all suitable field personnel available for training and re-training upon appointment and thereafter as and when required.

3.3.12.2 The minimum qualification for Final Demand delivery field workers shall be NQF level 2 (Grade 10) or equivalent.

3.3.12.3 The minimum qualification for level 2 (CAN) disconnection and Removal of Installation Permanently (RIP) and reconnections field workers shall be a qualified electrician (trade test).

3.3.12.4 The minimum qualification for ICI and Audit field workers shall be a qualified electrician (trade test) electrical engineering.

3.3.12.5 Competent personnel to do credit control technical field actions is as per Tshwane relevant courses.

3.3.12.6 Training for all the relevant courses will be provided by CoT.

3.3.12.7 The minimum qualification for WR, WD and RIP-W field workers shall be qualified plumber (trade test).

3.3.12.8 The minimum qualification for ICI and Audit field workers shall be a qualified plumber (trade test).

3.3.12.9 *Electricians (Artisan) – Qualified*

3.3.12.9.1 A certified Electrician is a person with the following qualifications:

3.3.12.9.1.1 Successful completion of a Trade Test

3.3.12.9.1.2 A code B or C1 national driver's license

3.3.12.10 *Artisan Assistants*

- 3.3.12.10.1 An artisan is a person with the following qualifications:
- 3.3.12.10.1.1 N2/N3 electrical engineering or Grade 10 or above
- 3.3.12.10.1.2 Completed Apprenticeship
- 3.3.12.10.1.3 A code B or C1 national driver's license

3.3.12.11 *Plumber– Qualified*

- 3.3.12.11.1 A certified plumber is a person with the following qualifications:
- 3.3.12.11.1.1 N2/N3 civil engineering
- 3.3.12.11.1.2 Completed Apprenticeship
- 3.3.12.11.1.3 Professional Drivers permit
- 3.3.12.11.1.4 Successful completion of a Trade Test
- 3.3.12.11.1.5 A code B or C1 national driver's license

3.3.12.12 *Artisan (Plumber) Assistants*

- 3.3.12.12.1 An artisan is a person with the following qualifications:
- 3.3.12.12.1.1 N2/N3 civil engineering or Grade 10 or above
- 3.3.12.12.1.2 Completed Apprenticeship
- 3.3.12.12.1.3 A code B or C1 national driver's license

3.3.12.13 *Final Demand Field Worker is a person with the following qualifications:*

- 3.3.12.13.1 Grade 10 or above

3.3.12.14 *Safety Officer*

- 3.3.12.14.1 A safety officer is a person with the following qualifications:
- 3.3.12.14.1.1 Grade 12 certificate or above
- 3.3.12.14.1.2 SAMTRAC or Safety Management Diploma
- 3.3.12.14.1.3 SHEQ management courses
- 3.3.12.14.1.4 1-2 years working experience as a safety officer
- 3.3.12.14.1.5 Professional registration with relevant registration body

3.3.12.15 *Project Manager (Electrical)*

- 3.3.12.15.1 A Project Manager (Electrical) is a person with the following qualifications:
- 3.3.12.15.1.1 B-Eng/B-Tech/ND Electrical Engineering or equivalent, or
- 3.3.12.15.1.2 NnD Electrical Engineering plus Trade Certificate
- 3.3.12.15.1.3 With a code B or C1 national driver's license

3.3.12.16 *Project Manager (Water)*

- 3.3.12.16.1 A Project Manager (Water) is a person with the following qualifications:
- 3.3.12.16.1.1 B-Eng/B-Tech/ND Civil Engineering or equivalent, or
- 3.3.12.16.1.2 NnD Civil Engineering plus Trade Certificate
- 3.3.12.16.1.3 With a code B or C1 national driver's license

C3.4 ANNEXES

Attach data sheets, completed returnable schedules, particular specification, drawings, sketches and the like, which are referred to in this document.

C3.4.1 CONDITIONS OF AWARD OF TENDER

- 3.4.1.1 The Group Financial Services Department, on awarding the contract to the successful contractors, will appoint a maximum of forty four service providers/contractors for credit control on electricity and water services actions on electricity services and water services for City of Tshwane as and when required for a period of three (3) years.
- 3.4.1.1.1 Electricity Services: A maximum of 25 (Twenty five) tenderers shall be appointed. The minimum qualification shall be qualified electrician (trade test) electrical engineering for the technical part.
- 3.4.1.1.2 Water Services: A maximum of 15 (Fifteen) tenderers for Water and Sanitation Division. The minimum qualification shall be qualified plumber (trade test) for the technical work.
- 3.4.1.1.3 Electricity Services Quality Control: A maximum of 2 (Two) tenderers shall be appointed. The minimum qualification shall be qualified electrician (trade test) electrical engineering for the technical work.
- 3.4.1.1.4 Water Services Quality Control: A maximum of 2 (Two) tenderers shall be appointed. The minimum qualification shall be qualified plumber (trade test) for the technical work.
- 3.4.1.2 The successful tenderer(s) must not be an owner / owners of a private metering company or a metering company. The successful tenderer(s) must not have shares in a private metering company or metering company. The successful tenderer(s) must not be in a joint venture with a private metering company or metering company and/or must not have any business relations with any private metering company or any metering company. The tenderer must declare on a letter that they do not own or are not part of a private metering company or metering company.
- 3.4.1.3 The tenderer accepts to comply with all the requirements for labour intensive work per specific project performed under the resulting contract in terms of EPWP requirements.
- 3.4.1.4 Omitting a rate in any of the items in the schedule of rates will result in the tender being disqualified.
- 3.4.1.5 Re – writing over a rate/entry in the schedule of rates will result in the tender being disqualified.
- 3.4.1.6 Correcting an entry in the schedule of rates in a manner not prescribed in the conditions of tender WILL lead to the tender being disqualified.
- 3.4.1.7 The schedules of rates must be completed in full, if not the tender will be disqualified.**

C3.4.2 MINIMUM EMPLOYMENT CONDITIONS FOR CONVENTIONAL CONSTRUCTION WORKS

Contractors shall comply with the Basic Conditions of Employment Act (Act No 75 of 1997). As a determination has not been made in terms of the aforesaid Act for the building sector, the minimum employment conditions which will apply to this Contract shall be guided by the Sectoral Determination: Civil Engineering Sector published in the Government Gazette dated 2 March 2001. The following minimum conditions shall apply to this Contract and Contractors shall include such conditions in employment contracts:

3.4.2.1 Employment Contracts

The Contractor shall enter into an employment contract with every one of his/her employees, including short-term contracts i.e. contracts in which employment commencement and employment termination dates are specified. Short-term employment contracts will also apply an employee employed for only one day.

3.4.2.2 Normal working hours

- 3.4.2.2.1** Working hours will be as determined by and reviewed by the City of Tshwane from time to time.

C3.4.3 EMPLOYMENT CONDITIONS FOR LABOUR INTENSIVE WORKS AND CONSTRUCTION

3.4.3.1 The Ministerial Determination, Special Public Works Programme, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No R63 of 25 January 2002, as reproduced below, shall apply to works described in scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

3.4.3.2 This clause contains the standard terms and conditions for workers employed in elementary occupations on a Special Public Works Programme (SPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP.

3.4.4.1 TERMINOLOGY

- “*department*” means any department of the State, implementing agent or contractor.
- “*employer*” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP.
- “*workers*” means any person working in an elementary occupation on a SPWP.
- “*elementary occupation*” means any occupation involving unskilled or semi-skilled work.
- “*management*” means any person employed by a department or implementing agency to administer or execute an SPWP.
- “*task*” means a fixed quantity of work.
- “*task-based work*” means work in which a worker is paid a fixed rate for performing a task.
- “*task-rated worker*” means a worker paid based on the number of tasks completed.
- “*time-rated worker*” means a worker paid based on the length of time worked.

C3.4.4.2 TERMS OF WORK

- Workers on a SPWP are employed on a temporary basis.
- A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.
- Employment on a SPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance ACT 30 of 1966.

C3.4.4.3 NORMAL HOURS OF WORK

- An employer may not set tasks or hours of work that require a worker to work:
 - more than forty hours in any week.
 - on more than five days in any week; and
 - for more than eight hours on any day.
- An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.
- A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

C3.4.4.4 MEAL BREAKS

- A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- An employer and worker may agree on longer meal breaks.
- A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.
- A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

C3.4.4.5 SPECIAL CONDITIONS FOR SECURITY GUARDS

- A security guard may work up to 55 hours per week and up to eleven hours per day.
- A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

C3.4.4.6 DAILY REST PERIOD

- Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

C3.4.4.7 WEEKLY REST PERIOD

- Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work (“emergency work”).

C3.4.4.8 WORK ON SUNDAYS AND PUBLIC HOLIDAYS

- A worker may only work on a Sunday or public holiday to perform emergency or security work.
- Work on Sundays is paid at the ordinary rate of pay.
- A task-rated worker who works on a public holiday must be paid:
 - The worker’s daily task rate, if the worker works for less than four hours.
 - double the worker’s daily task rate, if the worker works for more than four hours.
- A time-rated worker who works on public holiday must be paid:
 - the worker’s daily rate of pay, if the worker works for less than four hours on the public holiday.
 - double the worker’s daily rate of pay, if the worker works of more than four hours on the public holiday.

C3.4.4.9 SICK LEAVE

- Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- A worker who is unable to work on account of illness or injury is entitled to claim one day’s sick leave for every full month that the worker has worked in terms of a contract.
- A worker may accumulate a maximum of twelve days’ sick leave in a year.
- Accumulated sick-leave may not be transferred from one contract to another contract.
- An employer must pay a task-rated worker the worker’s daily task rate for a day’s sick leave.
- An employer must pay a time-rated worker the worker’s daily rate for a day’s sick leave.
- An employer must pay a worker sick pay on the worker’s usual payday.
- Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is:
 - absent from work for more than two consecutive days; or
 - absent from work on more than two occasions in any eight-week period.
- A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Disease Act.

C3.4.4.10 MATERNITY LEAVE

- A worker may take up to four consecutive month's unpaid maternity leave.
- A worker is not entitled to any payment or employment-related benefits during maternity leave.
- A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- A worker may begin maternity leave:
 - four weeks before the expected date of birth; or
 - on an earlier date:
 - if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
 - if agreed to between employer and worker; or
 - on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- A worker, who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.

C3.4.4.11 FAMILY RESPONSIBILITY LEAVE

- Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances:
 - when the employee's child is born;
 - when the employee's child is sick;
 - in the event of a death of:
 - the employee's spouse or life partner;
 - the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

C3.4.4.12 STATEMENT OF CONDITIONS

- An employer must give a worker a statement containing the following details at the start of employment
 - the employer's name and address and the name of the SPWP;
 - the tasks or job that the worker is to perform; and
 - the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
 - the worker's rate of pay and how this is to be calculated;
 - the training that the worker will receive during the SPWP.
- An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- An employer must supply each worker with a copy of these conditions of employment.

C3.4.4.13 KEEPING RECORDS

- Every employer must keep a written record of at least the following:
 - the worker's name and position;
 - in the case of a task-rated worker, the number of tasks completed by the worker;

- in the case of a time-rated worker, the time worked by the worker;
 - payments made to each worker.
- The employer must keep this record for a period of at least three years after the completion of the SPWP.

C3.4.4.14 PAYMENT

- A task-rated worker will only be paid for tasks that have been completed.
- An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
- A time-rated worker will be paid at the end of each month.
 - Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- Payment in cash or by cheque must take place:
 - at the workplace or at a place agreed to by the worker;
 - during the worker’s working hours or within fifteen minutes of the start or finish of work;
 - in a sealed envelope which becomes the property of the worker.
- An employer must give a worker the following information in writing:
 - the period for which payment is made;
 - the numbers of tasks completed or hours worked;
 - the worker’s earnings;
 - any money deducted from the payment;
 - the actual amount paid to the worker.
- If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.
- If a worker’s employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

C3.4.4.15 DEDUCTIONS

- An employer may not deduct money from a worker’s payment unless the deduction is required in terms of a law.
- An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- An employer who deducts money from a worker’s pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
- An employer may not require or allow a worker to:
 - repay any payment except an overpayment previously made by the employer by mistake;
 - state that the worker received a greater amount of money than the employer actually paid to the worker; or
 - pay the employer or any other person for having been employed.

C3.4.4.16 HEALTH AND SAFETY

This section forms an integral part of the tender document and, in particular, shall constitute the Client’s (City of Tshwane.) Occupational Health & Safety Specification, as required by the Construction Regulations, 2014, as promulgated under the Occupational Health and Safety Act

(Act no. 85 of 1993).

This 'Health and Safety Specifications' document is governed by the "Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), hereinafter referred to as 'The Act'. Notwithstanding this, cognizance should be taken of the fact that no single Act or its set of Regulations can be read in isolation. Furthermore, although the definition of Health and Safety Specifications stipulates 'a documented specification of all health and safety requirements pertaining to associated works on a construction site, so as to ensure the health and safety of persons', it is required that the entire scope of the Labour legislation, including the Basic Conditions of Employment Act be considered as part of the legal compliance system. With reference to this specification document this requirement is limited to all health and safety issues pertaining to the site of the project as referred to here-in. Despite the foregoing it is reiterated that environmental management shall receive due attention.

Due to the wide scope and definition of construction work, every construction activity and site will be different, and circumstances and conditions may change even on a daily basis. Therefore, **due caution is to be taken by the Principal Contractor when drafting the Health and Safety Plan based on these Health and Safety Specifications.** Prior to drafting the Health and Safety Plan, and in consideration of the information contained here-in, the contractor shall set up a Risk Assessment Program to identify and determine the scope and details of any risk associated with any hazard at the construction/project site, in order to identify the steps needed to be taken to remove, reduce or control such hazard. This Risk Assessment and the steps identified will be the basis or point of departure for the Health and Safety Plan. The Health and Safety Plan shall include documented '**Methods of Statement**' detailing the key activities to be performed in order to **reduce as far as practicable, the hazards identified in the Risk Assessment.**

- Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- A worker must:
 - work in a way that does not endanger his/her health and safety or that of any other person;
 - obey any health and safety instruction;
 - obey all health and safety rules of the SPWP;
 - use any personal protective equipment or clothing issued by the employer;
 - report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

C3.4.4.16.1 Definition of Terms

- I. **Client**-Means any person for whom construction work is performed and or undertaken (City of Tshwane for the purposes of this project),
- II. **Construction site** -Means a workplace where a construction work is being performed
- III. **Construction supervisor** - Means a competent person responsible for supervising construction activities on a construction site.
- IV. **Competent person** -Means a person who –
 - a) Has in respect of the work or task to be performed the required knowledge, training and experience and where applicable, qualifications, specific to that work or task: Provided that where appropriate qualifications and training are registered in terms of the provision of the National Qualification Framework Act 2000 (Act 67 of 2000), those qualifications and that training must be regarded as the required qualification and training and
 - b) Is familiar with the Act.
- V. **Principal Contractor**-Means an employer, as defined by Section 1 of the OHSACT who performs construction work and is appointed by the client to be in overall control and management of the construction site and works,

- VI. **Agent**-Means a competent person who acts as a representative for a client in this case MIH Projects.
- VII. **Occupational Health and Safety Specification**- Means a documented specification of all Health and Safety requirements pertaining to the associated works on a construction site so as to ensure the health and safety of persons working, visiting, passing, staying and working close to the construction site and or other applicable areas such as the site camp.
- VIII. **Risk**-Means the probability that injury or damage may occur.
- IX. **Hazard**-Means a source of or exposure to danger

C3.4.4.16.2 Introduction

In terms of the Construction Regulation 5 (1) of the OHS ACT, the client is required to compile an Occupational Health and Safety Specification for an intended project. This specification has an objective to ensure that the principal contractor entering into a contract with the client achieves and maintain an acceptable level of Occupational Health and Safety performance and compliance. This document forms an integral part of the contract between the client and the principal contractor. The Principal Contractor and its Contractors shall furthermore implement any reasonable practicable means to ensure compliance to this Occupational Health and Safety Specification and any other applicable legislation on their organization and/or activities performed by or for them. Compliance with this document does not absolve the principal contractor from complying with any other minimum legal requirement and the principal contractor remains responsible for the health and safety of his employees, those of his mandatories as well as any person coming on site or on adjacent properties as far as it relates to the construction activities.

C3.4.4.16.3 The Client`s commitment to Occupational Health and Safety Management

City of Tshwane is committed to responsible occupational health and safety management. This commitment is essential to protect the environment, employees, mandatories, visitors and provide a work environment conducive to health and safety. Principal Contractors and their Contractors shall demonstrate their commitment and concern by:

- Ensuring that decisions and practices affecting occupational health and safety performance are consistent with the issued specification;
- Ensuring adequate resources are made available for the effective implementation of occupational health and safety control and mitigation measures;
- Participating in hazard identification and risk assessments and design safety reviews;
- Communicating occupational health and safety management processes, strategies and control measures with all levels of employees, contractor and/or visitors;
- Ensuring visible leadership at all sites;
- Promoting and enforcing the use of correct types of Personal Protective Equipment (PPE);
- Reporting and investigation of incidents and accidents and ensuring corrective actions are identified and implemented to prevent similar types of incidents reoccurring;
- Participating in Client audits and meetings and ensuring required actions are implemented within reasonable time frames on the site/project;
- Recognizing and commending safe work practices and coaching employees who require guidance;
- Applying and enforcing consequence management from deviations and transgressions of/from compliance to this OHS Specification noted and/or observed, where applicable;

- Carrying out safety observations, implement corrective and preventative actions and giving immediate feedback;
- Encouraging employee participation in the formulation of work instructions and safety rules.

C3.4.4.16.4 Scope

This project specific Occupational Health and Safety Specification will cover and address reasonable and foreseeable, risks, exposures and aspects of Occupational Health and Safety as affected by the activities of the tender for the appointment of service providers/ contractors to perform delivery of final demands, disconnection, reconnection and inspection of electricity supply and water services for the City of Tshwane for a period of 3 years for as and when required.

The specification will provide the requirements that the principal contractor and other contractors will have to comply with in order to reduce the risk associated with the above mentioned contract work and that may lead to incidents causing injury and/or ill health to a level as low as reasonable practicable and possible.

C3.4.4.16.5 Omissions from OHS Specification

Where any omission from the OHS Specification is identified, applicable legal requirements will constitute the minimum standard for compliance to the relevant omission. The responsibility will be on the Principal Contractor to provide assurance to the client (City of Tshwane) on compliance to the applicable legal requirements related to the activity / task / process.

C3.4.4.16.6 Change or Review of Specifications

Whenever the client (City of Tshwane) identifies the need to change or review the OHS Specification, approved changes and revisions will be communicated to the Principal Contractor. A cost analysis on the implementation of the proposed changes / revisions will be calculated through a collaborative process between the Client and the Principal Contractor – where the approved changes and/or revisions has no cost implication for the Principal Contractor the Principal Contractor will be required to accept the approved changes / revisions and ensure implementation within the OHS Plan.

C3.4.4.16.7 Safety Files

C3.4.4.16.7.1 Preparation and Submission of safety file

The Principal Contractor shall prepare a safety file containing the processes / procedures and templates to be applied during the project period for the scope of work. The Principal Contractor will be evaluated during the contract period against the submitted safety file.

At a minimum the safety file shall contain the following documentation and in accordance with the specification:

1. Notification of construction work to the relevant Department of Labour (stamped on each page / no faxed copies);
2. Scope of work to be performed;
3. Public Liability
4. Personnel list (Principal Contractor employees);
5. OH&S Policy and other procedures;
6. Updated copy of the Occupational Health and Safety Act (Act no. 85 of 1993) and its Regulations.
7. Updated copy of the Compensation for Occupational Injuries and Diseases Act (Act no. 130 of 1993) and its Regulations;

8. Proof of valid registration and good standing with the Compensation Commissioner or another licensed Insurer;
9. OHS Plan approved by the Client.
10. Agreement with Mandatory in terms of Section 37(1) &2 of the OHS Act.
11. Approved risk assessments, review and monitoring plans and safe work procedures (method statements);
12. A list of contractors (sub-contractors) including copies of the agreements between the parties and the type of work being done by each contractor;
13. All written designations and appointments for project scope of work (CV and competency copies);
14. Management structure (inclusive of OH&S responsibility & meeting structure);
15. Induction training and site OHS rules;
16. Occupational health and safety training matrix / plan;
17. Arrangements with contractors and/or mandatories;
18. The following registers (as applicable to contract scope of work):
 - Accident and/or incident notifications, investigation & control register;
 - Occupational health and safety representative's inspection register;
 - Construction vehicles and mobile plant inspections;
 - Daily inspections templates of vehicles, plant and other equipment by the operator, driver and/or user;
 - Daily inspections templates of excavations by competent person;
 - Toolbox talks attendance register;
 - Inspection template of electrical installations (including inspection of portable electrical tools, electrical equipment and other electrical appliances) for the office space;
 - Fall protection inspections register;
 - First-aid box content register;
 - Record of first-aid treatment register;
 - Fire equipment inspection and maintenance registers;
 - Record of hazardous chemical substances template kept and used on site;
 - Ladder inspection register;
 - Inspection templates for lifting machines and –tackle (including daily inspections by drivers/operators);
 - Register of issuing and inspection of Personal Protective Equipment;
 - Monthly reporting and recording of statistics templates;
 - Keeping of any other record in terms of applicable legislation falling within the scope of OHS Legislation applicable to the project and the Principal Contractor / Contractor's activities and organization.
 - Emergency preparedness and response programmes inspection register;

C3.4.4.16.7.2 Evaluation and approval of Safety file

The client (City of Tshwane) will conduct an initial evaluation of the Principal Contractor's OHS file for approval purposes to commence work. The Principal Contractor is required to submit the OHS file before /on the 1st October 2018 as agreed with the client during the induction training from the Client. The Client will evaluate the file and give feedback to the Project manager and the Principal contractor. If the file has not been approved, the Principal contractor shall ensure that the outstanding documents are submitted for re-evaluation within 3 working days.

NOTE: The construction work cannot commence until the safety file is approved. The approval letter from the Client must be kept in the OHS file and any letter issued concerning the evaluation of the file. Principal Contractors are required to achieve at least 80% (Eighty Per cent) compliance on the entire safety file documentation to obtain approval by the Client.

C3.4.4.16.7.3 Principal Contractor engagement phase

The Principal Contractor shall commence with the construction work after approval of the safety file. The following processes will be applied to the Principal Contractors on a monthly basis for the duration of the contractual period:

- Monthly Compliance Assessments;
- Site Inspections;
- Progress meetings;
- Contractor`s forum OHS meetings held at City of Tshwane ever second week of the month.

C3.4.4.16.7.4 Project close-out and submission of consolidated Health & Safety File.

On completion of a construction work/ project the Principal Contractor shall submit all documentation required for the consolidated safety file to City of Tshwane as part of the project hand over documentation.

At a minimum, the safety file will contain the following records:

1. Approval letter by City of Tshwane on contents of Health and Safety file including plan;
2. A construction work permit issued by the Department of Labour as contemplated in Construction Regulation 3 of the Construction Regulations 2014 (where applicable).
3. Scope of work performed;
4. OHS Policy and other procedures;
5. Proof of registration and good standing with the Compensation Commissioner or another licensed Insurer;
6. OHS plan approved by the Client including the underpinning risk assessment(s) and method statements;
7. A list of contractors (sub-contractors) including copies of the agreements between the parties and the type of work done by each contractor;(where applicable)
8. Notifications of new projects /extension of scope received;
9. Occupational health and safety committee meeting agenda and minutes;
10. Copies of written designations and appointments (CV and competency copies);
11. Management structure (inclusive of OHS responsibility & meeting structure);
12. Induction training conducted and site OHS rules;
13. Occupational health and safety training provided;
14. Arrangements with contractors and/or mandatories;
15. Description of security measures;
16. All applicable registers:

C3.4.4.16.8 OHS Specification Requirements

C3.4.4.16.8.1 General Requirements of Health and Safety Plan

Construction Regulation 7 (1) stipulates that the principal contractor must provide and demonstrate to the client a suitable sufficiently documented and coherent site specific health and Safety Plan, based on the client`s documented Health and Safety Specification contemplated in Regulation 5(1) (b), which plan must be applied from the date of commencement of and for the duration of the construction and which must be reviewed and updated by the principal contractor as work progresses.

It is expected from the Contractor to include in his safety plan method statements on how to accomplish the requirements relating to the Construction Regulations, 2014 and related incorporated standards and regulations.

Principal Contractors should describe how their safety management systems will work and what control procedures they plan on using to ensure safety on the construction site

The following generic aspects should be covered in the Safety plan:

- What administrative procedures the Principal Contractor envisages to use in the implementation and maintenance of the safety plan with reference to the construction site
- How continuous assessment of the safety plan will be assessed and implemented with respect to construction site
- What control systems the Principal Contractor envisages to implement on site to support his safety program
- How the Principal Contractor will ensure that he adheres to the construction regulations in respect of competent persons for appointments?
- What external resources the Principal Contractor envisages on using to ensure successful implementation and sustainability of the safety plan
- What training to employees the Principal Contractor envisages and how he would go about to execute it
- The Principal Contractor should indicate which competent persons he plans on employing based on the scope of work.

C3.4.4.16.8.2 Outline of Health and Safety Plan

The Principal Contractor's Health and Safety Plan prepared in accordance with this specification shall consist of at least the following sections and sub-sections:

1. Aim and Scope of Plan,
2. Risk Assessment,
 - a. Alternative Forms of Risk Assessment,
 - b. Methodology of Risk Assessment,
 - c. Elements of Risk Assessment,
 - i. Scope of assessment,
 - ii. Risks Identified,
 - iii. Risk Analysis,
 - iv. Risk Evaluation,
 - v. Risk Treatment(safe working procedures)
 - vi. Monitoring and reviewing,
3. Resources,
 - a. Health and Safety Staffing Organogram,
 - b. Employees,
 - c. Subcontractors inclusive of their scope of work and their core resources,
 - d. Training,
 - e. Plant,
 - f. Vehicles,
 - g. Equipment
4. Materials,
 - a. Temporary Materials
 - b. Permanent Materials
5. Categories of Work
6. Implementation of Health and Safety Plan,
 - a. Administrative systems,

- b. Training,
- c. Reporting,
- d. Monitoring,
- e. Inspections,
- 7. Auditing,
 - a. Internal audits,
 - b. Audits by client or Safety agent,
- 8. Emergency procedures and response

C3.4.4.16.8.3 Risk Assessment

C3.4.4.16.8.3.1 General

This section of the specification provides guidelines for the Contractor in preparation of risk assessments in order to ensure compliance with Regulation 9 of the Construction Regulations, 2014. According to SANS 31000:2009, Risk assessment is the overall process of risk identification, risk analysis, and risk evaluation. This section highlights the principles related to the preparation of suitable and sufficient risk assessments. Contractor Staff intending to prepare risk assessments should be trained and suitably experienced in the application envisaged.

A suitable and sufficient risk assessment is an assessment which:

- Accounts for risks that are likely to arise during the construction of the Works,
- Enables the development and implementation of systems to manage the risks,
- Remains valid for a reasonable period of time,
- Provides a basis for training of employees, and
- Improves working procedures and introduce long term controls.

The requirements of the Construction Regulations will not be satisfied by a single risk assessment exercise that holds good for all time. The risk assessment process on the Works is an ongoing process.

The objectives of risk assessments are to:

- Identify the risks that are mostly in need of reduction,
- Identify the various options for achieving such reduction,
- Identify the risks that require careful ongoing management, and
- Identify the nature of the required ongoing attention.

C3.4.4.16.8.3.2 Forms of Risk Assessment

In order to ensure compliance with the Construction Regulations, the Contractor will be required to carry out the following three forms of risk assessment:

C3.4.4.16.8.3.2.1 Activity based risk assessment

The Contractor will be required to carry out activity based risk assessment before the commencement of construction activities on the Works. This risk assessment will form part of the Contractor's Health and Safety Plan. The risks and hazards to which persons, plant, vehicles and facilities may be exposed during the construction of the Works should be identified and evaluated. Measures to reduce or control these risks or hazards should be defined during this assessment. The effectiveness of the measures defined shall be monitored and reviewed from time to time to ensure that it remains relevant and accurate.

C3.4.4.16.8.3.2.2 Issue based risk assessments

The Contractor will be required to carry out separate risk assessments during construction of the Works when methods and procedures are varied, for example when:

- Designs are amended,
- New machines are introduced,
- Systems of work change or operations alter,

- Incidents or near-misses occur, or
- Technological developments invalidate prior risk assessments

C3.4.4.16.8.3.2.3 Continuous risk assessments

The Occupational Health and Safety Act specifically requires that employers shall provide and maintain working environments that are safe and without risk to health. The general awareness of hazards needs to be raised as work ethic to maintain a safe and risk free environment on an ongoing basis. This is achieved by continuous risk assessments, the most important form of risk assessment that takes place as an integral part of day-to-day management. Examples of continuous risk assessments include:

- Regular audits and inspections,
- Maintaining general hazard awareness,
- Pre-work risk assessment

C3.4.4.16.8.3.3 Methodology for the Preparation of Risk Assessments

The Contractor shall in the preparation of risk assessments, follow the following general principles:

- Appoint in writing a suitably competent risk assessor
- The appointed risk assessor shall lead the risk assessment process
- Provide the team with background data, scope of work, potential hazards and underlying causes, and
- Where necessary employ experts for complex risk assessments and aspects of risk assessments that require experiential judgment,
- Institute an ongoing system of identifying aspects of the work that require risk assessment.

C3.4.4.16.8.3.4. Elements of a Risk Assessment

The process of carrying out a risk assessment consists of a number of well-defined steps. These steps improve decision-making by providing a greater understanding of the risks and their impacts. The main steps or elements of the risk assessment process are as follows:

- 1) Consider scope and nature of risks involved, determine purpose and physical and legal bounds of assessment and define risk evaluating criteria,
- 2) Systematically identify risks,
- 3) Analyze risks with regard to causes, likelihood of occurrence and possible consequences against the background of existing controls and its effectiveness,
- 4) Evaluate risks in terms of pre-established criteria to determine need and priority for attention,
- 5) Treat risks through a process of risk elimination, substitution, controlling risk at source, risk mitigation such as training and as far as risk remains, provide personal protective equipment (PPE),
- 6) Monitor and review progress and performance in terms of management system, and
- 7) Communicate and consult.

The above steps are as depicted in Figure 1, below.

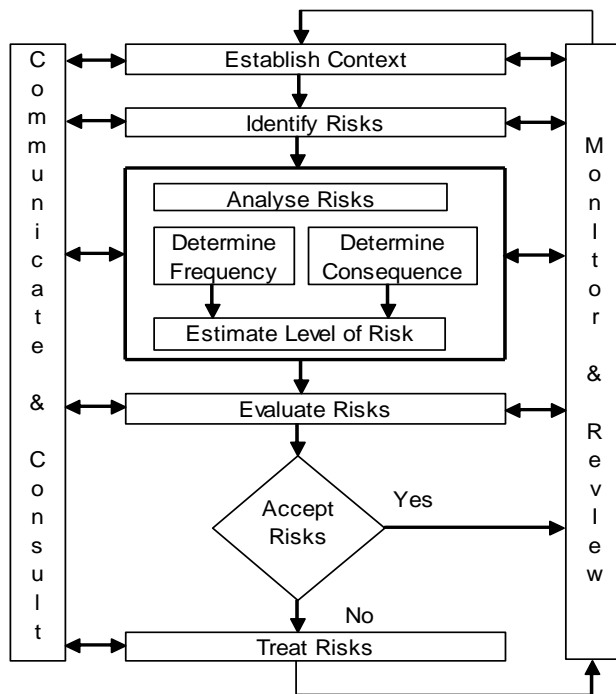


Figure 1: Risk Management Process

The Contractor shall ensure that the risk assessment compiled as part of his Health and Safety Plan contains at least these items.

C3.4.4.16.8.3.4.1 Risk Identification

The Contractor should regard this step of the risk assessment as the most important. Subsequent analysis and evaluation of risks and the development of risk control measures are wasted if the risks or hazards on the Works are not carefully identified.

The Contractor should bear the following principles in mind when identifying the risks:

- i) Systematically address all risks or hazards on the Works,
- ii) Review all aspects of the work, but consider only those that have a potential to cause harm,
- iii) Rank the risks identified in order of importance and then use appropriately advanced techniques to deal with major risks,
- iv) Deal mainly with major risks and don't obscure these with unimportant information, especially minor risks,
- v) Address what actually happens in the workplace during the work activity
- vi) Consider all persons that may be affected,
- vii) Highlight those groups and individuals who may particularly be at risk, and
- viii) Review the adequacy and effectiveness of existing safety controls and measures

C3.4.4.16.8.3.4.2 Risk Analysis

In this step, the Contractor will be required to analyze the risks identified by determining each risks frequency and magnitude or severity of the consequence of the risk or hazard.

The frequency of occurrence of a hazard may be expressed as the number of times that it may occur in year, decade, lifetime, century, or longer period, according to comparative human experience. The magnitude of the likely consequence of a hazard may be expressed in

terms of the degree of incapacitation, number of people or costs involved. The frequency of occurrence of a hazard and the magnitude of its consequence may be compounded as the risk that it poses as shown in the “risk matrix” in Figure 2 below.

The columns in the table represent the likely consequence of the hazard and the rows, the frequency of occurrence. The scales for both quantities represent consistent progressions, able they qualitative. The risks evidently range from low to severe. Note that diagonals in the matrix represent the risks of the identified hazards, taking the effectiveness of controls into consideration. **NB:** For typical risk matrix refer to Baseline Risk Assessment Annexure 2 of this specification, the matrix may be adopted or The Contractor may use an alternative risk matrix provided that it is approved as part of his Health and Safety Plan.

C3.4.4.16.8.3.4.3 Risk Evaluation

In this step the Contractor will be required to compare the risks found during the analysis process with similar risks previously experienced for the purpose of deciding how to treat the risk. A useful systematic approach for this purpose is as follows:

- If the assessed risk exceeds similar risks that have occurred in the past and that are considered to be unacceptable, the assessed risk would require treatment depending upon its magnitude as discussed in Section 4.4.5, or
- If the assessed risk exceeds similar historical risks that are acceptable, treatment of the assessed risk will depend on the extent by which it exceeds the historical risks, or
- If the assessed risk is less than historical risks that are unacceptable, treatment of the assessed risk will depend on the extent by which it is less than the historical risks, or
- If the assessed risk is less than historical risks that are acceptable, the assessed risk would also be acceptable and would not require any treatment.

C3.4.4.16.8.3.4.4. Risk Treatment

The contractor must select one or more options of modifying risks, and implementing those options. The option(s) selected must be covered in the safety plan and be followed as prescribed. Reference can be made to SANS31000:2009 for different risk treatment options. SANS 31000:2009, clause 5.5.3 may be consulted in preparing and implementing risk treatment plans.

C3.4.4.16.8.3.5. Reporting and Recording of Risks

The Principal Contractor shall ensure that the risk assessment process is recorded and included in the Health and Safety Plan. The risk assessment document should be easily accessible to the Contractor’s employees, their representatives, to inspectors, the Client or his Safety Agent. The essential contents of the document should be as follows:

- Objectives and expected outcomes,
- Description of the Works under assessment,
- Summary of context of study
- Composition of risk assessment team, (including qualifications and relevant experience),
- Approach used to systematically identify risks,
- Identified risks (ranked in order of priority),
- Method adopted for assessing frequencies and consequences of risks,
- Consequences (ranked in order of magnitude),
- Identification of individuals and groups who may be affected by major hazards and risk and who may especially be at risk,
- Basis for defining safety standards to be achieved,
- Contractor’s resources devoted to risk assessment,

- Actions proposed to reduce unacceptably high risks,
- Review effectiveness of existing safety measures to control risks, and
- Implementation of program of selected treatments (including controls to manage unacceptably high risks).

C3.4.4.16.8.3.6. Monitoring and Review

The contractor must indicate in the safety plan the monitoring and review plan to be used for the duration of the project. The monitoring and review plan must also indicate frequency and conditions of review.

C3.4.4.16.8.3.7. Communication and Consultation

The Principal Contractor will be required to communicate and consult with internal and external stakeholders during each step of the risk assessment process. Stakeholders will include the Client or Safety Agent, the Engineer and the Contractor's employees and consultants.

C3.4.4.16.8.4. Resources

C3.4.4.16.8.4.1. General

In this section of his Health and Safety Plan, the Contractor will be required to state how he intends to comply with the requirements of the Occupational Health and Safety Act, 85 of 1993 and all its Regulations and related incorporated standards with regards to the resources and facilities intended for use for the duration of the project.

C3.4.4.16.8.4.2. Employees

The Principal Contractor shall provide in his Health and Safety Plan his intended Staffing Organogram for the construction work. The organogram should include all applicable legal appointments and supervisors as contemplated in the Construction Regulations 2014.

Copies of the supervisory staffs' curriculum vitae or portfolio of evidence, proof of competence and their appointment letters should be appended to the Contractor's Health and Safety file.

The Principal Contractor's Health and Safety Plan should in addition cover at least the following aspects:

- The number of unskilled, semi-skilled and skilled (including supervisors, Artisan electricians /plumbers, assistant plumbers/electricians, Operators, Drivers, / Admin /Clerks, ladder inspector, Issuer/Store man and Team Leaders. etc.) employees he intends employing on the Works,
- The health and safety training to be provided to the Contractor's employees,
- The program of the health and safety training,
- Systems for the review of the effectiveness of the training provided, and
- Systems to determine further training requirements throughout the construction period.

Samples of Pro-forma letters of appointments as the contemplated in the Construction Regulations, 2014 are included in Annexure 1 to this specification for use by the Contractor. The Contractor shall ensure that he includes in his Health and Safety Plan the appointment letters for all his inspectors, supervisors, and issuers appointed for the Works.

The Contractor may make other additional legal appointments that are applicable to the project.

C3.4.4.16.8.4.3. Competencies

The Principal Contractor shall appoint competent person to perform duties that require competency.

Following competences will be required but it's not limited to this list, the principal contractor must identify and indicate what additional competencies are required for this project in his health and safety plan.

- Safety officer – SAMTRAC or Safety Management Diploma
- Artisan plumber /electrician – Red Seal

- Assistant Artisan plumber/ electrician – Grade 10
- Drivers – drivers license (Artisan plumber /electrician)
- First aider- basic first aid training
- Fall protection planner – working on heights training
- Risk assessor - risk assessment training
- Health and safety representative – safety rep training

C3.4.4.16.8.4.4. Physical and Psychological Fitness

The Principal contractor shall ensure that all employees are in possession of a valid medical certificate of fitness to work on heights and issued by an occupational health practitioner in the form of Annexure 3 of the Construction regulations.

C3.4.4.16.8.4.5. Subcontractors

The Contractor shall with reference to the use of subcontractors on the Works and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- The steps intended to ensure that his Subcontractors prepare, implement and maintain Health and Safety Plans,
- How health and safety information will be made available to his Subcontractors when changes are brought about to the design,
- How he intends determining that his Subcontractors are registered and in good standing with the compensation fund or with a licensed compensation insurer prior to the commencement of the Works,
- How he intends determining if his Subcontractors have made provision in their tenders for the cost of health and safety measures during the construction of the Works,
- How he intends satisfying himself on the competencies and resources of Subcontractors he intends appointing, and
- How he intends ensuring that his Subcontractors perform risk assessments prior to commencing their respective portions of the Works.

C3.4.4.16.8.5. Fall Protection

The Contractor shall with reference to Section 10: Fall Protection Equipment of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- Compilation of a fall protection plan,
- How the fall protection plan will be implemented and maintained,?
- How employees will be screened and declared medically fit to work in areas where fall protection equipment is needed,
- How the safeguarding of persons, plant, vehicles, equipment and facilities on the construction site is contemplated,?
- Training of staff working at heights and in the use of fall protection equipment,
- How a continuous assessment of the situation will be executed,
- How fall protection equipment will be inspected for safety, and
- How corrective actions will be implemented
- Emergency plans and procedures for treatment of incidents relating to falls from height.

NB: Not applicable for water services

C3.4.4.16.8.6. Excavation work

Principal Contractor is required to adhere to Section 13: Excavation work, of the Construction Regulations, 2014.

The Principal Contractor must discuss the following in detail in his safety plan:

- How will the Principal contractor ensure competent supervision of excavation work
- How will the Principal Contractor establish the stability of ground prior to excavations,
- What steps will the Principal Contractor follow to ensure that bolstering, shoring and bracing is sufficient to ensure the safety of the excavation, and
- What steps will the Contractor follow to ensure the equipment used to safeguard an excavation is sufficient and safe?

NB: This will only be applicable for those conditions which will require excavation.

C3.4.4.16.8.7. Construction vehicles and mobile plant

The Principal Contractor shall with reference to Section 23: Construction vehicles and mobile plant of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- How he intends ensuring that construction vehicles and mobile plant are:
 - Of acceptable design and construction,
 - Maintained and in good working order,
 - Used according to design specifications, and
 - Are protected from falling into excavations, water or areas lower than the working surfaces,
- How he intends ensuring that workers are competent, authorised and physically fit to operate construction vehicles and mobile plant,
- What traffic arrangements and safety precautions will be implemented to ensure safe operation of construction vehicles and mobile plant on the Works,
- How he intends to comply with the National Road Traffic Act 1996,

NB: All vehicle that will be utilized for electricity disconnections, reconnections, inspections, audits and quality control must be designed in such a manner that is suitable to carry step ladders. **The car stickers as per City specifications shall be affixed to the vehicles** all the time when in the field executing jobs for identification.

C3.4.4.16.8.8 Operational Control of the Construction Site

The Client will provide the Contractor with the standard operating procedures and site rules for the network (electrical and water). Any illegal connections done by the contractor's employees and unsafe actions around the network will not be tolerated, the contractor must indicate in his health and safety plan how he intends to deal with such behavior.

C3.4.4.16.8.9. Personal Protective Equipment and Facilities

The Contractor shall comply with Section 2 of the General Safety Regulations, and shall in particular provide all necessary personnel protective equipment for his personnel for the duration of the construction period. Contractor shall without limiting his obligations indicate in his Health and Safety Plan:

- Identify training requirements in the use and maintenance of personal protective equipment,
- The type of personnel safety equipment he will provide taking into consideration the hazards identified,

- How he intends issuing it to his employees, and
- How he will maintain the personal protective equipment issued.

C3.4.4.16.8.10. First Aid, Emergency Equipment and Procedures

The Principal Contractor shall comply with Section 3 of the General Safety Regulations regarding first aid, emergency equipment and procedures. The contractor must indicate in his/her health and safety plan indicate:

- How he intends to ensure competence of first aiders and
- What emergency equipment will be used in case of emergency
- Identify what are the potential emergencies
- How often will the emergency procedures be reviewed and tested

C3.4.4.16.8.11. Ladders

The Principal Contractor shall with reference to Section 13A of the General Safety Regulations and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- How he intends ensuring that ladders used are safe and constructed of materials approved for its intended use, and
- What precaution will be made to ensure the stability of ladders in use?
- How many ladder inspectors will be appointed to ensure maintenance and regular inspections of the ladder?
- How often inspections will be done

NB: only ladders that are SABS approved and suitable for use in live electrical environment must be used. Contractor must also ensure that every user of the ladder must conduct pre use inspection despite the periodic inspection conducted by the ladder inspector

C3.4.4.16.8.12. Tools

The Service provider shall be expected to procure and maintain the suitable tools for the respective work as required for the electricity and water work. The City reserves the right to audit these tools for compliance.

C3.4.4.16.8.13. Car sticker

The City approved car stickers must be affixed to the vehicles all the time when carrying out the jobs for identification. The sticker shall have the unique vehicle number, the tender name and validity period.

C3.4.4.16.8.14. Service Provider Employee ID card

The Service provider shall supply their field workers with employee ID card which must be worn where they will always be visible when they are carrying out duties of this tender. The card must have the following printed on them:

C3.4.4.16.8.14.1 The tender name and number, name of the company, the logo and the contact details

C3.4.4.16.8.14.2 The name of the employee, ID number, position/ designation and their colour passport photo.

C3.4.4.16.8.14.3 The ID card must also show the duration of the tender as validity of the ID card.

C3.4.4.16.8.15. Computer

C3.4.4.16.8.15.1 The contractor must procure at own cost the necessary computer hardware and

software to ensure effective and efficient execution of the scope of work.
C3.4.4.16.8.15.2 The contractor must also ensure that the computer infrastructure in their office is able to link to the computer infrastructure of the City of Tshwane in order to monitor the jobs allocated to the contractor remotely.

C3.4.4.16.8.16. Handheld device

C3.4.4.16.8.16.1 The tenderer shall provide a handheld device which will be used to receive the jobs and report on the outcomes of the jobs allocated and also to capture photos and GPS (co-ordinates for all credit control actions.

C3.4.4.16.8.16.2 The handheld device must come complete with travel charger and car charger.

C3.4.4.16.8.16.3 The handheld devices remain the property of the service provider and must therefore be maintained at functional condition for the remainder of the tender.

C3.4.4.16.8.16.4 The liability for safekeeping of the handheld devices in working condition shall reside with the tenderer throughout the period of the tender.

C3.4.4.16.8.17. Mobile data

The Service provider shall procure recurring data bundles for all their handheld devices sufficient to download the digital job-cards and to send the feedback including photos, readings and findings, among others.

C3.4.4.16.8.18. Mobile printer

C3.4.4.16.8.18.1 Service Providers shall procure mobile printers complete with travel and car chargers that are compatible with and pair-able through Bluetooth with the handheld devices for purposes of printing the stickers for the job card on site.

C3.4.4.16.8.18.2 The stickers will be used to print the details of consumers on whose the credit control action would have been dispatched.

C3.4.4.16.8.19. Job card sticker

The Service provider shall procure the sticker paper rolls on which the consumer details will be printed before the sticker is affixed to the job card and left at the premises of the consumer.

C3.4.4.16.8.20. Personal Protective Equipment (PPE)

The Service provider/ contractor shall comply with Section 2 of the General Safety Regulations, and shall in particular provide all necessary personnel protective equipment for his personnel for the duration of the tender period. Contractor shall without limiting his obligations indicate in his Health and Safety Plan:

- Identify training requirements in the use and maintenance of personal protective equipment,
- The type of personnel safety equipment he will provide taking into consideration the hazards identified,
- How he intends issuing it to his employees, and
- How he will maintain the personal protective equipment issued.

C3.4.4.16.8.21. City's Contractor ID card

The City shall issue the employees of the service provider with contractor ID card that shall be worn together with the employer issued ID card. The City's contractor ID card shall have the name of the tender and validity, contact details, name of the personnel, photo, designation, City's logo and the name of responsible section.

C3.4.4.16.8.21.1 City's ID letter

The City shall issue the employees of the service provider with contractor ID letters that shall be

carried on site when executing jobs after this tender. The City's employee ID letter shall have the name of the tender and validity, contact details, name of the personnel, photo, designation, City's logo and the name of responsible section.

8.12. Implementation of Contractors' Health and Safety Plan

C3.4.4.16.8.12.1. General

The Principal Contractor shall describe in his Health and Safety Plan how he intends implementing his OHS plan.

The Principal Contractor shall indicate the methods he intends using to ensure accurate record keeping of all critical elements identified in his risk assessment and covered in his Health and Safety Plan.

The Principal Contractor shall indicate:

- How internal audits will be carried out,
- How audit findings will be addressed,
- How he would implement the corrective measures and recommendations of internal audits or inputs of employees.
- How he intends to review the safety plans,
- How he would train staff and keep training records

C3.4.4.16.8.12.2. Administrative Requirements

The Principal Contractor shall comply with the administrative requirements of the Occupational Health and Safety Act and Regulations 85 of 1993 and other legal requirements. The Principal contractor's administrative system will without limiting his obligations cover the following:

- Keeping of a safety file on site,
- Maintenance of his Health and Safety plan,
- Procedures to follow for the appointment of competent persons,
- Construction work permits (where applicable)
- Procedures to follow for notifications,
- Injury on duty [IOD] administration,
- Minutes of safety meetings,
- Inspection checklists/registers,
- Safe keeping of checklists/registers, and
- Internal / Client audits documentation.

The Principal Contractor shall in particular ensure that at least one copy of the Occupational Health and Safety Act, 1993 and its Regulations is available on site for every 5 employees employed.

C3.4.4.16.8.12.3. Incident Reporting, Investigation and Recording

The Principal Contractor shall comply with Section 9 of the General Administrative Regulations, 1996 and shall in particular (in accordance with section 12) furnish an inspector with information relating to health and safety on the construction site, when requested to do so.

The Principal Contractor shall report all incidents and or occurrences to the Client, investigate and keep record as contemplated by the Occupational Health and Safety Act 85 of 1993 and Regulations. The contractor must provide the Client with incident management procedure which includes the process to be followed in case of incidents, classification of incidents, documents used and responsible personnel for investigation and keeping of records.

C3.4.4.16.8.12.4. Training

C3.4.4.16.8.12.4.1 General

The Principal Contractor shall train all his employees in accordance with the requirements of section 13 of the Occupational Health and Safety Act, 1993. The Principal Contractor shall ensure that every employee is informed of the following:

- The hazards of any work he has to perform or plant machinery or equipment he is permitted to use, and
- The precautionary measures which should be taken regarding the above.

The Principal Contractor shall, without limiting his obligations, indicate in his Health and Safety Plan how he intends:

- Identifying the training needs of the personnel he intends employing, and
- Implementing the training identified
- What proof of induction training will be carried by his employees

C3.4.4.16.8.12.4.2. General induction Training

- All members of the contractor's management as well as all the people appointed as responsible for Occupational Health and Safety in terms of the OHS Act, Construction Regulations and other Regulations are required to attend a general safety Induction
- All employees of the principal contractor and other contractors must be in possession of proof of Induction Training
- All subsequent and newly appointed employees must also be subjected to the Induction Training as soon as possible after the appointment but prior to start work on site.
- All visitors must undergo an induction training on arrival to site

C3.4.4.16.8.12.4.3. Site Specific Induction Training

The principal contractor will be required to prepare the Task based Induction training based on the risk assessment for the contract work and train all employees who will be involved in the selected task. All employees must have a proof of such training and copies in the Safety File

C3.4.4.16.8.12.4.4. Other Training

- All operators, drivers and users of construction vehicles and mobile plants must be in possession of a valid proof of training and where applicable licenses and proof of competency
- All employees in jobs requiring competence in terms of the OHS Act and Regulations must be in possession of valid proof of training.

C3.4.4.16.8.12.4.5. Awareness and Promotion

The Principal Contractor is required to have a promotion and awareness program in place to create an Occupational Health and Safety culture within employees as well as subcontractors. The following are some of the methods that may be used:

- Toolbox Talks
- Posters

C3.4.4.16.8.13. OHS Committee Meetings

The principal contractor must establish Occupational Health and Safety committees consisting of all designated Occupational Health and Safety Representatives together with a number of management Representatives that are not allowed to exceed the number of Safety Reps on the committee. The members of the Safety Committee must be appointed in writing and the appointment letters must be in the Safety File.

The Principal Contractor shall conduct this meeting on a monthly basis with his employees to ensure safety awareness and shall maintain appropriate records of attendance and meeting content. Such records shall be included in the safety file.

The meetings shall address at least the following:

- Hazardous materials / substances
- Job or work projections
- Safe Work procedures
- Protective clothing / equipment
- Housekeeping
- Safety Representatives inspection reports
- Incident and/or accident investigation reports
- Incident, accident and /or injury statistics
- Audit feedback
- Medical fitness
- General safety topics

The contractor must in his health and safety plan indicate the schedule of the meetings, responsible person to chair and the sitting should comply with requirements of the OHS Act. The Client will hold safety meetings with the contractor management on every 2nd week of the month.

C3.4.4.16.8.14. Evaluation and Monitoring of compliance

C3.4.4.16.8.14.1 Inspections

The Principal Contractor shall be required to inspect each workplace prior to works commencing to ensure that minimum control measures and protective equipment are in place and that by entering the workplace no person will be exposed to any hazard which could affect his health or safety. The Principal Contractor shall without limiting his obligations, indicate the following in his Health and Safety Plan:

- The inspection and monitoring procedures he intends employing to determine the safety of workplaces, and
- Who will be responsible for the different inspections in the workplace

The Principal Contractor shall include in his Health and safety Plan all the checklists he intends using during the inspection and monitoring of the implementation of his Health and Safety Plan.

The Principal Contractor can expect inspections of the works by any of the following parties:

- The Client or Safety Agent,
- Department of Labour Inspector or any authorized person appointed by the Minister as Chief Inspector or his representative.

The Client, Safety Agent or his representative will stop the work at any time under the following conditions:

- If the Contractor is not compliant with his Health and Safety Plan
- Imminent threat to the health and safety of any person on site
- Continuous non-conformance to corrective action requests.
- In the occurrence of section 24 incident

C3.4.4.16.8.14.2. Internal Audits

The Principal Contractor shall conduct periodic site audits as contemplated in section 7.(1.c.vii) of the Construction Regulations 2014

The Principal Contractor will ensure that the same arrangement detailed above be implemented with his Sub Contractors to ensure his compliance with the Construction Regulations. (if applicable)

C3.4.4.16.8.14.3. Audits by Client or Safety Agent

The Client or Safety Agent will carry out periodic audits or follow-up audits, as the case may be, at any time during the construction period provided that:

- i) The audit or follow-up audit are carried out during ordinary working hours, and
- ii) The Client or Safety Agent gives the Contractor at least 1 week' notice of his intention to carry out such audits.

The audits described above only constitutes part compliance by the Client or the Safety Agent with section 5.(1)(o) of the Construction Regulations, 2014.

The Principal Contractor's employees as indicated in the OHS organogram and the Client's project manager must be present during any audit carried out by the Client or his Safety Agent.

C3.4.4.16.8.14.4 COVID 19

Covid-19 occupational health and safety measures in workplaces covid-19 (c19 ohs), 2020 no. R. 2020 Directive by the minister of employment and labour in terms of regulation 10 (8) of the regulations issued by the minister of cooperative governance and traditional affairs in terms of section 27 (2) of the disaster management act, 2002 (act no. 57 of 2002).

The above directive must be implemented and complied with in order to protect the health and safety of workers and members of the public who enter their work places or are exposed to their working activities.

The contractor should indicate in their health and safety plan how he intends to comply with the said directive.

- Appointing a COVID 19 officer
- Conducting hazard identification and risk assessment
- Implementation of workplace controls according to hierarchy of controls
- Identification and provision of necessary PPE
- what training and awareness is required
- necessary signage to be provided
- management of COVID 19 incidents

NB: The Principal contractor premises (offices including workshop area) utilized for the project duration will be audited in line with the requirements of the Occupational Health and Safety Act 85 of 1993 and its Regulations.

**ANNEXURE 1
LEGAL APPOINTMENTS TEMPLATES**

Attention: _____ (**Assistant Construction Manager's Name**)

APPOINTMENT OF THE ASSISTANT CONSTRUCTION MANAGER IN TERMS OF CONSTRUCTION REGULATION 8(2)

I, _____ (**contractor's name**) hereby appoint you _____ (**assistant construction manager's name**) as the assistant manager responsible for (**site address**) to carry out the construction work of _____ (**description of construction work and area of responsibility**).

In terms of this appointment you are required to ensure that all construction work performed under your supervision is carried out as follows:

1. By persons suitably trained and competent to do such work;
2. That all persons are aware and understand the hazards attached to the work being carried out;
3. That the required risk assessments are carried out;
4. That precautionary measures are identified and implemented;
5. That discipline is enforced at the construction site at all times;
6. That all identified statutory requirements are met; and
7. That any other interest in terms of health and safety with respect to the responsible area is met.
8. You will accept the duties of the Construction manager in his absence.

You are required to report any deviations of the above-mentioned instruction to _____ (**construction manager's name**) and in his absence to the contractor's representative.

This appointment is valid from _____ (**date**) to the completion of the stipulated construction work.

You shall submit a written weekly report or any non-compliance with the Construction Regulations 2014.

Contractor's Representative full name Signature Date

.....
Kindly confirm your acceptance of this appointment by completing the following:

I, _____ (**assistant construction manager**) understand the implications of the appointment as detailed above and confirm my acceptance.

Assistant construction Manager Signature Date

Attention: _____ (**Safety Officer's Name**)

APPOINTMENT OF THE CONSTRUCTION HEALTH AND SAFETY OFFICER IN TERMS OF CONSTRUCTION REGULATION 8(5)

I, _____ (**contractor's name**) hereby appoint _____ (**safety officer's name**) as the Construction Health and Safety Officer responsible for _____ (**site address**) to manage all the health and safety issues as required in terms of the Act by establishing a health and safety program with elected health and safety Representatives.

You shall ensure that all the requirements in terms of the Act and in particular in terms of the Construction Regulations, 2014 are met. You shall also ensure that all appointed sub-contractors comply with the requirements as stipulated in the Construction Regulations, 2014.

You shall further ensure that all records, registers and required lists are maintained and shall stop construction work upon identifying any non-compliance by any contractor; this includes stopping any work should the competency of the person carrying out such work be questionable.

This appointment is valid from _____ (**date**) to the completion of the stipulated construction work.

Contractor's Representative full name Signature Date

.....
Kindly confirm your acceptance of this appointment by completing the following:

I, _____ (**construction health and safety officer's name**) understand the implications of the appointment as detailed above and confirm my acceptance.

Construction Health & Safety Officer's full name Signature Date

Attention: _____ (**Construction Vehicle and Mobile Plant Inspector**)

APPOINTMENT OF THE CONSTRUCTION VEHICLE AND MOBILE PLANT INSPECTOR IN TERMS OF CONSTRUCTION REGULATION 23(1) (d)

I, _____ (**contractor's name**) hereby appoint _____ (**construction vehicles and mobile plant inspector's name**) as the construction vehicles and mobile plant inspector responsible for _____ (**site address**) to

inspect on a daily basis all construction vehicles and mobile plant, as per the provided checklist. You shall ensure that when becoming aware of any health and safety hazards in respect to construction vehicles and mobile plant that these hazards are reported in writing to the Construction Health and Safety Officer and Construction supervisor and the necessary precautionary measures are taken and enforced.

You shall further ensure that the requirements of the Construction Regulations, 2014 are at all times met.

This appointment is valid from _____ (**date**) to the completion of the stipulated construction work.

Contractor's Representative full name Signature Date

.....

Kindly confirm your acceptance of this appointment by completing the following:

I,

_____ (**construction vehicles and mobile plant inspector's full name**) understand the implications of the appointment as detailed above and confirm my acceptance.

Construction vehicles and mobile plant Signature Date
Inspector's full name

Attention: _____ (**Sub-Contractor's Name**)

APPOINTMENT OF SUB-CONTRACTOR IN TERMS OF THE CONSTRUCTION REGULATION 7(c)

I, _____ (**contractor's name**) hereby appoint _____ (**sub-contractor's name**) as the sub-contractor responsible for _____ (**site address**) to carry out the construction work of _____ (**description of construction work**).

You shall ensure that you meet all the requirements in terms of the Act and in particular in terms of the section 37(2) agreement and the Construction Regulations, 2014. You shall also ensure that all contractors appointed by yourself and reporting to you comply with the requirements as stipulated in the Construction Regulations, 2003.

You shall also ensure that all the information and specifications to ensure that the construction work is carried out in a safe manner are carried over to all contractors appointed and reporting to you.

You shall further ensure that all records, registers and required lists are maintained and that all persons appointed to carry out tasks as stipulated by these regulations are competent and have the necessary resources to complete their tasks effectively in such a manner that health and safety is

not in any manner compromised.

This appointment is valid from _____ (**date**) to the completion of the stipulated construction work.

You shall submit a written weekly report on all shortfalls that have not been met in terms of these regulations.

Contractor's Representative full name Signature Date

Kindly confirm your acceptance of this appointment by completing the following:

I, (**sub-contractor's name**) understand the implications of the appointment as detailed above and confirm my acceptance.

Sub-Contractor's Representative full name Signature Date

Attention: (**Construction Manger's Name**)

APPOINTMENT OF THE CONSTRUCTION MANAGER IN TERMS OF CONSTRUCTION REGULATION 8(1)

I, _____ (**contractor's name**) hereby appoint _____ (**construction manager's name**) as the Manager responsible for _____ (**site address**) to carry out the construction work of _____ (**description of construction work and area of responsibility**).

In terms of this appointment you are required to ensure that all construction work performed under your supervision is carried out as follows:

1. By persons suitably trained and competent to do such work;
2. That all statutory appointments have been completed;
3. That, where required, health and safety committees are established and that meetings are accordingly held;
4. That all persons are aware and understand the hazards attached to the work being carried out;
5. That the required risk assessments are carried out;
6. That precautionary measures are identified and implemented;
7. That discipline is enforced at the construction site at all times;
8. That all identified statutory requirements are met; and
9. That any other interests in terms of health and safety with respect to the responsible area is met.
10. You will in writing delegate your duties to the Assistant Construction Supervisor while absent from site.

You are required to report any deviations of the above-mentioned instructions to _____ (**contractor's name**).

This appointment is valid from _____ **(date)**
to the completion of the stipulated construction work. You shall submit a written weekly report on all shortfalls that have not been met in terms of these regulations.

Contractor's Representative full name Signature Date

Kindly confirm your acceptance of this appointment by completing the following:

I, _____ **(construction manager)** understand the implications of the appointment as detailed above and confirm my acceptance.

Construction Manager's full name Signature Date

Attention: **(Excavation Work Supervisor's Name)**

APPOINTMENT OF THE EXCAVATION WORK SUPERVISOR IN TERMS OF CONSTRUCTION REGULATION 13 (1)(a)

I, _____ **(contractor's name)**
hereby appoint _____ **(excavation work supervisor's name)** as the excavation work supervisor responsible for _____ **(site address)**

to supervise and carry out all the necessary inspections in terms of all excavation work as per the provided checklist.

You shall ensure that when becoming aware of any health and safety hazards in respect to excavation work that that these hazards are reported in writing to the Construction Health and Safety Officer and Construction supervisor and the necessary precautionary measures are taken and enforced.

You shall further ensure that the requirements of the Construction Regulations are at all times met.

This appointment is valid from _____ **(date)** to the completion of the stipulated construction work.

Contractor's representative full name Signature Date

Kindly confirm your acceptance of this appointment by completing the following:

I, _____ **(excavation work supervisor's full name)** understand the implications of the appointment as detailed above and confirm my acceptance.

Excavation Work Supervisor full name Signature Date

Attention: _____ (**Ladder Inspector's Name**)

APPOINTMENT OF THE LADDER INSPECTOR IN TERMS OF THE GENERAL SAFETY REGULATION 13(A)

I, _____ (**contractor's name**) hereby appoint _____ (**ladder inspector's name**) as the ladder inspector responsible for _____

_____ (**site address**) to manage ladders on site. You should inspect the ladders as per the checklist at least once a week.

You shall ensure that when becoming aware of any health and safety hazards in respect to ladders that these hazards are reported in writing to the Construction Health and Safety Officer and Construction supervisor and the necessary precautionary measures are taken and enforced.

You shall further ensure that the requirements of the Construction Regulations, 2003 are at all times met.

This appointment is valid from _____ (**date**) to the completion of the stipulated construction work.

Contractor's representative full name Signature Date

Kindly confirm your acceptance of this appointment by completing the following:

I, _____ (**ladder inspector's full name**) understand the implications of the appointment as detailed above and confirm my acceptance.

Ladder inspector's full name Signature Date

Attention: _____ (**Risk Assessor's Name**)

APPOINTMENT OF THE CONSTRUCTION SITE RISK ASSESSOR IN TERMS OF CONSTRUCTION REGULATION 9(1)

I, _____ (**contractor's name**) hereby appoint _____ (**risk assessor's name**) as the construction site risk assessor responsible for

_____ (**site address**) to carry out risk assessments prior to the commencement of construction work and any other risk assessment that may be required for the duration of the construction work.

You shall ensure that all risks are identified and analyzed and that safe working procedures are drafted and implemented to reduce, mitigate or controls the hazards that were identified.

You will at least use the risk evaluation program with the provided checklists.

This appointment is valid from _____ (**date**) to the completion of the stipulated construction work.

Contractor's representative full name Signature Date

Kindly confirm your acceptance of this appointment by completing the following:

I, _____ (**construction site risk assessor's name**) understand the implications of the appointment as detailed above and confirm my acceptance.

Construction site Risk Assessor's Signature Date
full name

Attention: _____ (**Stacking and Storage Supervisor's Name**)

APPOINTMENT OF THE STACKING AND STORAGE SUPERVISOR IN TERMS OF CONSTRUCTION REGULATION 28 (a)

I, _____ (**contractor's name**) hereby appoint _____ (**stacking and storage supervisor's name**) as the stacking and storage supervisor responsible for

_____ (**site address**) to manage all stacking and storage on site.

You shall inspect all new stacking and thereafter as often as needed according to the checklist.

You shall ensure that when becoming aware of any health and safety hazards in respect to stacking and storage that these hazards are reported in writing to the Construction Health and Safety Officer and Construction supervisor and the necessary precautionary measures are taken and enforced.

You shall further ensure that the requirements of the Construction Regulations are at all times met.

On identifying any shortfalls or hazards convey such information in writing to the construction

supervisor.

This appointment is valid from _____ **(date)** to the completion of the stipulated construction work.

Contractor's Representative full name Supervisor Date

Kindly confirm your acceptance of this appointment by completing the following:

I, _____ **(stacking and storage supervisor's full name)** understand the implications of the appointment as detailed above and confirm my acceptance.

Stacking and Storage Supervisor's Signature Date

Attention: _____ **(First Aider)**

OCCUPATIONAL HEALTH AND SAFETY ACT (ACT 85 OF 1993), GENERAL SAFETY REGULATIONS 3(4) – FIRST AIDER

I, _____, having been appointed as contemplated in Section 16(2) of the Occupational Health and Safety Act (85 of 1993), hereby appoint you, _____, as First Aider for the _____.

RESPONSIBILITIES

1. Ensure you inspect the contents of the first aid box at least once per month.
2. Ensure all dressing undertaken is recorded on the treatment register.
3. Ensure deviations noted are reported to your supervisor.
4. Ensure the necessary signage is placed to define first aid box placement and responsible first aider's name.

Kindly confirm your acceptance of this appointment and understanding of the duties involved by signing this legal appointment.

Yours faithfully

SECTION 16 (2) APPOINTEE

I accept the appointment as set out above and confirm my understanding of the duties involved.

Signed: _____

Date: _____

**Attention: Safety Representative
OCCUPATIONAL HEALTH AND SAFETY ACT (ACT 85 OF 1993)**

SECTION 17 – HEALTH AND SAFETY REPRESENTATIVE

I, _____, having been appointed as contemplated in Section 16(2) of the Occupational Health and Safety Act (85 of 1993), hereby appoint you, _____, as Health and Safety Representative, as contemplated in Section 17 of the Occupational Health and Safety Act (85 of 1993).

You are hereby appointed from _____ until _____ as a Health and Safety Representative for the following project:

RESPONSIBILITIES

1. Review the effectiveness of the Health and Safety measures within your area of responsibility;
2. Assess the potential hazards to the Health and Safety of the employees at the workplace;
3. Investigate the causes of incidents and all complaints from the employees relating to their Health and Safety;
4. Inspect the workplace and report on such inspection, and the aspects mentioned in (1), (2) and (3) above, to the employer;
5. Participate in the investigations into incidents, in your designated area as contemplated in Section 18 of the Occupational Health and Safety Act (85 of 1993).

Kindly confirm your acceptance of this appointment and understanding of the duties involved by signing this legal appointment.

Yours faithfully

SECTION 16 (2) APPOINTEE

I accept the appointment as set out above and confirm my understanding of the duties involved.

Signed: _____


Date: _____

ANNEXURE 2

Identified Hazards

In terms of Regulation 9 (1) (a) of the Construction Regulations 2003 the following hazards anticipated with the scope of work have been identified.

NOTE: The list of potential hazards is by no means intended to be all inclusive and is not limited to this list, and it remains the responsibility of the Contractor to identify all possible hazards with regards to his scope of work and to put measures in place to mitigate, reduce or control these hazards.

 <p>CITY OF TSHWANE IGNITING EXCELLENCE</p>	City of Tshwane: Revenue Management	
	Baseline Risk Assessment document	

PROJECT INFORMATION:

CONTRACT NR:	LOCATION: City of Tshwane	SCOPE OF WORK: Tender for the appointment of service providers/ contractors to perform delivery of final demands, disconnection, reconnection, quality control and inspection of electricity supply and water services for the City of Tshwane for a period of 3 (three) years for on as and when required basis.
		.

RISK RATING AND ABBREVIATIONS:

Risk Rating	Abbreviations
15-25 EXTREME	O= OCCUPATIONAL
8 - 14HIGH	H = HEALTH
4 – 7MEDIUM	S=SAFETY
1 - 3 LOW	

RISKS CONSEQUENCES AND PROBABILITY:

RISKS		CONSE- QUENCES	PROBABILITY				
			Almost Certain	Likely	Possible	Unlikely	Almost Impossible
			5	4	3	2	1
OHS	Multiple fatalities, or significant irreversible effects to >50 persons Serious, long term environmental impairment of ecosystem function Very serious impact on quality of product/service. Definite loss of customer or discontinuation of contract with service provider	5	25	20	15	10	5
OHS	Single fatality and/or severe irreversible disability to one or more persons Serious medium term environmental effects Serious impact on quality of product / Probable loss of customer or discontinuation of contract with service provider	4	20	16	12	8	4
OHS	Moderate irreversible disability or impairment (<30%) to one or more persons. Moderate, short-term effects but not affecting ecosystem function Moderate impact on quality of product / Possible loss of customer or discontinuation of contract with service provider	3	15	12	9	6	3
OHS	Objective but reversible disability requiring hospitalization Minor effects on biological or physical environment Minor impact on quality of product / Minor impact on relationship with customer or service provider	2	10	8	6	4	2
OHS	No medical treatment required. Limited damage to minimal area of low significance Limited impact on quality of product / Minimal impact on relationship with customer or service provider	1	5	4	3	2	1

1.	Disconnection (CAN/CAN-R/RIP)	<ol style="list-style-type: none"> 1. Identify the connection point 2. Open the meter box/ climb the pole 3. Test if there is power supply. 4. Take photos of meter. 5. Remove CB /Cut cable 6. Test after removing CB 7. Take photos. 	<ul style="list-style-type: none"> • Ladders • Safety harness • Multi-meter, line tester • Hand held device • Mobile printer • Safety harness • Multi-meter • All applicable electrical tools. 	<ul style="list-style-type: none"> • Exposed live wires • Heights • Falling objects • Community intimidation • Bees and snakes 	<ul style="list-style-type: none"> • Electric shock and Electrocutation • Multiple Injuries • Falling • Bee Stings. • Assault and robbery 	O H S	5	3	1 5	<ul style="list-style-type: none"> • Appoint/utilize competent people • Training and induction/ awareness • Applicable PPE (1000V rubber gloves, flame proof over-all, safety harness, hard hat , safety shoes) • Safe working procedures • Conduct toolbox awareness • Develop and implement fall protection plan • Regular inspections of tools and equipment • Appoint ladder inspector • Request metro police escort • Training and Induction /awareness • Applicable PPE
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2.	Reconnection (CAN/CAN-R/RIP)	<ol style="list-style-type: none">1. Identify the connection point.2. Open the meter box/climb the pole.3. Test if there is power supply.4. Take photos.5. Reconnect CB/ Cable.6. Test if there is power supply to the installation after reconnection.6. Take photos.								
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3.	Inspection	<ol style="list-style-type: none"> 1. Identify connection point. 2. Open the meter box. 3. Identify meter. 4. Take photos of meter . 5. Identify if CB was removed. 6. Record meter readings. 	<ul style="list-style-type: none"> • Job card • PPE • COT Keys. • Ladder • Harness • Hand held device • Mobile printer • Job card • COT Identification card. 	<ul style="list-style-type: none"> • Exposed live wires • Heights • Falling objects • Community intimidation • Bees and snakes 	<ul style="list-style-type: none"> • Electric shock and Electrocuti on • Multiple Injuries • Falling • Bee Stings. • Assault and robbery 	O H S	5	3	1 5	<ul style="list-style-type: none"> • Appoint/utilize competent people • Training and induction/ awareness • Applicable PPE (1000V rubber gloves , flame proof over-all , safety harness , hard hat) • Safe working procedures • Develop and implement fall protection plan • Regular inspections of tools and equipment • Appoint ladder inspector • Request metro police escort • Training and Induction /awareness • Applicable PPE
4.	Audit	<ol style="list-style-type: none"> 1. Identify connection object. 2. Confirm meter 3. Take photos. 								

1.	Water Restriction/Disconnection (WR/WD)	<ol style="list-style-type: none"> 1. Locate the water meter 2. Take photos of water meter 3. Close the valve so one can work on the water meter. 4. Install flow Regulator and security device 5. Open the valve to normalize the flow of water 6. Take photos of water meter. 	<ul style="list-style-type: none"> • Special Installation Tool • Security Device • Mobile printer • Hand held device • All applicable normal plumbing tools. 	<ul style="list-style-type: none"> • Damp/Slippery Ground from water meter leaks • Bees and snakes • No use of proper tools • Community Intimidation 	<ul style="list-style-type: none"> • Slip and/ or Falling • Bee Stings. • Multiple Injuries • Assault and robbery 	O H S	3 3 3 3	2 1 3 3	1 5	<ul style="list-style-type: none"> • Appoint/utilize competent people • Training and induction/ awareness • Applicable PPE • Safe working procedures • Regular inspections of tools and equipment • Request metro police escort
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2.	Water Reconnection (WR/WD)	<ol style="list-style-type: none">1. Locate the water meter2. Take photos of water meter3. Close the valve to stop water from coming out so you can work on the water meter.4. Remove flow Regulator and security device5. Open the valve to normalize the flow of water								
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		6. Take photos of water meter.								
3.	Inspection	<ol style="list-style-type: none"> 1. Locate the water meter 2. Check if water meter is still restricted/disconnected or not. 3. Take photos of water meter showing the reading 	<ul style="list-style-type: none"> • Special Installation/Reconnection Tool • Security Device • Mobile printer • Hand held device • All applicable normal plumbing tools 	<ul style="list-style-type: none"> • Damp/Slippery Ground from water meter leaks • Bees and snakes • No use of proper tools • Community Intimidation 	<ul style="list-style-type: none"> • Slip and/ or Falling • Bee Stings. • Multiple Injuries • Assault and robbery 	O H S	3 3 3 3	2 1 3 3	1 5	<ul style="list-style-type: none"> • Appoint/utilize competent people • Training and induction/awareness • Applicable PPE • Safe working procedures • Regular inspections of tools and equipment • Request metro police escort

4.	Audit	<p>1. Locate the water meter</p> <p>2. Confirm water meter details</p> <p>3. Take photos of water meter installation.</p> <p>4. Indicate if status of installation is normal or not. Also advise if there is an illegal connection.</p>								
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5.	Final Demand	<ol style="list-style-type: none"> 1. Locate Address 2. Confirm water meter details 3. Take photos of premise and meter. 4. Complete final demand card. 5. Deliver final demand card. 	<ul style="list-style-type: none"> • Job card • COT Identification card. • Camera • Hand held device • Mobile printer 	<ul style="list-style-type: none"> • Community intimidation. 	<ul style="list-style-type: none"> • Assault and robbery 	O H S	2	3	6	<ul style="list-style-type: none"> • Walk away if threatened.
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**ANNEXURE 3
MANDATORY AGREEMENT (SECTION 37.2)**

ARTICLE OF AGREEMENT IN TERMS OF SECTION 37(2) OF THE
OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 BETWEEN
THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY
(Hereinafter referred to as the "CLIENT")
AND

.....
Herein represented by in
his/her capacity as duly
authorised by virtue of a resolution dated
Attached hereto as Annexure A of the said
(hereinafter referred to as the "CONTRACTOR").

WHEREAS the CONTRACTOR is the mandatory of the CLIENT as contemplated in an agreement in respect of
.....
Contract number

AND WHEREAS section 37 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993, hereinafter referred to as the "ACT"), imposes certain powers and duties upon the CLIENT.

AND WHEREAS the parties have agreed to enter into an agreement in terms of section 37(2) of the ACT.

NOW THEREFORE the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The CONTRACTOR undertakes that all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations will be fully complied with: Provided that should the CLIENT prescribe certain arrangements and procedures, that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.

3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations and the CONTRACTOR expressly absolves the CLIENT from itself being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures as the case may be.

4. The CONTRACTOR agrees that any duly authorised officials of the CLIENT shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with this undertaking as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

5. The CONTRACTOR shall be obliged to report forthwith to the CLIENT any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge as the case may be.

Thus signed at PRETORIA for and on behalf of the CLIENT on this the.....day of..... 20

AS WITNESSES:

1.

2.

SIGNATURE

.....
NAME AND SURNAME

.....
CAPACITY

Thus signed at PRETORIA for and on behalf of the CONTRACTOR on this the

..... day of 20

AS WITNESSES:

1.

2.
SIGNATURE

.....
NAME AND SURNAME

.....
CAPACITY

**ANNEXURE 4
ACKNOWLEDGEMENT OF RECEIPT OHS SPECIFICATION**

Acknowledgement of receipt of OHS Specification:

Name of Designer/Contractor

.....

I, the undersigned, hereby acknowledge that I have obtained copies of OHS Specification and confirm full compliance to the conclusion of project or construction work.

Signed aton this Day of.....20.....

Signature of Designer /Contractor Manager

Date

Signature of Contractor Supervisor

Date

Witness 1

Witness 2

C3.4.4.17 COMPENSATION FOR INJURIES AND DISEASES

- It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- A worker must report any work-related injury or occupational disease to their employer or manager.
- The employer must report the accident or disease to the Compensation Commissioner.
- An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

C3.4.4.18 TERMINATION

- The employer may terminate the employment of a worker for good cause after following a fair procedure.
- A worker will not receive severance pay on termination.
- A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the manager the employer in advance to allow the employer to find a replacement.
- A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available of the balance for the 24-month period.
- A worker who does not attend required training events, without good reason will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

C3.4.4.19 CERTIFICATE OF SERVICE

- On the termination of employment, a worker is entitled to a certificate stating:
 - the worker's full name.

- the name and address of the employer.
- the SPWP on which the worker worked.
- the work performed by the worker.
- any training received by the worker as part of the SPWP.
- the period for which the worker worked on the SPWP.
- any other information agreed on by the employer and worker.

3.4.5 LABOUR INTENSIVE COMPETENCIES OF SUPERVISORY AND MANAGEMENT STAFF

3.4.5.1 Contractors having a CIDB contractor grading designation of 5CE and higher shall only engage supervisory and management staff in labour intensive works who have either completed, or for the period 1 April 2004 to 30 June 2006, are registered for training towards, the skills programme outlined in Table 6.

3.4.5.2 The managing principal of the contractor, namely, a sole proprietor, the senior partner, the managing director or managing member of a close corporation, as relevant, having a contractor grading designation of 1CE, 2CE, 4CE and 4CE/GB shall have personally completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme for the NQF level 2. All other site supervisory staff in the employ of such contractors must have completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme for, the NQF level 2 unit standards or NQF level 4 unit standards.

Table 1: Skills Programme For Supervisory and Management Staff

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader/ supervisor	2	Apply Labour Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Foreman/ supervisor	4	Implement labour intensive Construction Systems and Techniques	This unit standard must be completed, and

		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent/ Manager (i.e. the contractor's most senior representative that is resident on the site.	5	Manage Labour Intensive Construction Processes	Skills Programme against this single unit standard

Details of these skills programmes can be obtained from the CETA ETQA manager (e-mail: Gerard@ceta.co.za, Tel: 011 265 5900)

3.4.6 EMPLOYMENT OF UNSKILLED AND SEMI-SKILLED WORKERS IN LABOUR-INTENSIVE WORKS

3.4.6.1 REQUIREMENTS FOR THE SOURCING AND ENGAGEMENT OF LABOUR

- Unskilled and semi-skilled labour require for the execution of all labour intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.
- The rate pay set for the SPWP is presently R50.00 per task or per day.
- Tasks established by the contractor must such that:
 - the average worker completes 5 tasks per week in 40 hours or less; and
 - the weakest worker completes 5 tasks per week in 55 hours or less.
- The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of the above clause.
- The Contractor shall, through all available community structures, inform the local community of the labour intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:
 - where the head of the household has less than a primary school education;
 - that have less than one full time person earning an income;
 - where subsistence agriculture is the source of income;
 - those who are not in receipt of any social security pension income.
- The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:
 - 60 % women;
 - 20 % youth who are between the ages of 18 and 35; and
 - 2 % on persons with disabilities.

3.4.6.2 REQUIREMENTS FOR THE SOURCING AND ENGAGEMENT OF LABOUR

3.4.6.2.1 Definitions:

- Targeted labour: Unemployment persons who are employed as local labour on the project.
- Contract participation goals
 - There is no specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.
 - The wages and allowances used to calculate the contract participation goal shall, with respect to both time-related and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.
- In terms of the conditions for the engagement of targeted labour (the provisions of clause 3.3.2 of SANS 1914-5), written contracts shall be entered into with targeted labour.
- Variations to SANS 1914-5:
 - The definition for net amount shall be amended as follows: Financial value of the contract upon completion, exclusive of any value added tax or sales tax which the law requires the employer to pay the contractor.
 - The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of formal training provided to targeted labour.

3.4.6.3 REQUIREMENTS FOR THE SOURCING AND ENGAGEMENT OF LABOUR

- The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.
- The cost of the formal training of targeted labour, will be funded by the provincial office of the Department of Labour. This training should take place as close to the project site as practically possible. The contractor, must access this training by informing the relevant provincial office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The employer must be furnished with a copy of this request.
- A copy of this training request made by the contractor to the DOL provincial office must also be faxed to the EPWP Training Director in the Department of Public Works– Cinderella Makunike, Fax Number 012 328 6820 or email cinderella.makunike@dpw.gov.za Tel: 083 677 4026.
- The contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he she is employed for 4 months or more.
- The contractors shall do nothing to dissuade targeted labour from participating in the above mentioned training programmes.
- An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of d) above.
- Proof of compliance with the requirements of a) to f) above must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

4. THE TENDER WILL BE EVALUATED AS FOLLOWS:

STAGE 1: PRE-QUALIFICATION

The following pre-qualification will apply as follow:

A tenderer subcontracting a minimum of 30% to either of the following-

- (i) an EME or QSE which is at least 51% owned by black people;
- (ii) an EME or QSE which is at least 51% owned by black people who are youth;
- (iii) an EME or QSE which is at least 51% owned by black people who are women;
- (iv) an EME or QSE which is at least 51% owned by black people with disabilities;
- (v) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
- (vi) a cooperative which is at least 51% owned by black people;
- (vii) an EME or QSE which is at least 51% owned by black people who are military veterans;
- (viii) an EME or QSE.

STAGE 2: ADMINISTRATIVE COMPLIANCE

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

STAGE 3: SPECIAL DISQUALIFICATION CRITERIA

3.2.2.1 Electricity Services disconnection, reconnections, audit and inspections

Tenderers must have a contractor grading designation with a minimum 4EP Class of electrical construction work.

3.2.2.2 Water Services restrictions/disconnections, reconnections, audit and inspections

Tenderers must have a contractor grading designation with a minimum 4CE/GB Class of civil construction work.

3.2.2.3 Electricity Services Quality Control

Tenderers must have a contractor grading designation with a minimum 4EP Class of electrical construction work.

3.2.2.4 Water Services Quality Control

Tenderers must have a contractor grading designation with a minimum 4CE/GB Class of civil construction work.

3.2.2.5 Joint ventures are eligible to submit tenders provided that:

- 3.2.2.5.1 In the case of a joint venture, at least one company/tenderer must be registered with the CIDB before the closing date of tenders for the grading with a minimum of 4EP Class of electrical construction work and/or 4CE/GB Class of construction work.
- 3.2.2.5.2 The lead partner has a contractor grading designation with a minimum 4EP Class of electrical construction work and/or 4CE/GB class of construction work
- 3.2.2.5.3 The combined contractors grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor designation determined in accordance with the sum tendered for a minimum of 4EP Class of electrical construction work or 4CE/GB class of construction work are eligible to submit tenders.

STAGE 4: FUNCTIONALITY CRITERIA

8.1 FUNCTIONALITY FOR ELECTRICITY SERVICES WILL BE ASSESSED AS FOLLOWS

CRITERIA	SUB-CRITERIA	SCALE	WEIGHT	HIGH POSSIBLE SCORE
Relevant experience in credit control electricity services or similar work in relation to the scope of work? (Provide proof of experience attached letters where service has been done as well contact details and date on official company letterhead)	1 Years 2-3 Years 4-5 Years 6 Years or more	1 3 4 5	7	35
Project manager shall have relevant qualification in electrical engineering. Submission of CV with relevant electricity qualifications.	National N Diploma National Diploma or higher	1 2	5	10
Team member(s) shall have experience in credit control electricity services or similar work in relation to the scope of work. Submission of CV with relevant electricity qualifications.	1 team (1 electrician + 1 assistant) 3 team (3 electricians + 3 assistants) 4 teams (4 electricians + 4 assistants) 5 teams (5 electricians + 5 assistants) or more	1 2 3 4	5	20

Number of handheld devices and mobile printers. Submission of handheld device photo, IME number and photo of the printer.	1 Device set (1 Handheld device + 1 printer)	1	5	20
	3 Devices set (3 Handheld devices + 3 printers)	2		
	4 Devices set (4 Handheld devices + 4 printers)	3		
	5 Devices set (5 Handheld devices + 5 printers) or more	4		
Local Economic Participation (Location of Business) Bidders should submit Rate and Taxes in the name of the business or Director of the company or a lease agreement	Outside Gauteng(within South Africa)	1	5	15
	Gauteng (but outside Tshwane)	2		
	City of Tshwane	3		
HIGHEST POSSIBLE SCORE				100

8.2 FUNCTIONALITY FOR WATER SERVICES WILL BE ASSESSED AS FOLLOWS

CRITERIA	SUB-CRITERIA	SCALE	WEIGHT	HIGH POSSIBLE SCORE
Relevant experience in credit control water services or similar work in relation to the scope of work? (Provide proof of experience attached letters where service has been done as well contact details and date on official company letterhead)	1 Years	1	7	35
	2-3 Years	3		
	4-5 Years	4		
	6 Years or more	5		
Project manager shall have qualification in Civil Engineering. Submission of CV with relevant Civil engineering/ water services qualifications.	National N Diploma	1	5	10
	National Diploma or higher	2		
Team member(s) shall have experience in credit control water	1 team (1 Plumber + 1 assistant)	1	4	20

services or similar work in relation to the scope of work. Submission of CV with relevant civil engineering/ water services qualifications	3 teams (3 Plumbers + 3 assistants)	3		
	4 teams (4 Plumbers + 4 assistants)	4		
	5 teams (5 Plumbers + 5 assistants)	5		
	or more			
Number of handheld devices and mobile printers. Submission of handheld device photo, IME number and photo of the printer.	1 Device set (1 Handheld device + 1 printer)	1	5	20
	3 Devices set (3 Handheld devices + 3 printers)	2		
	4 Devices set (4 Handheld devices + 4 printers)	3		
	5 Devices set (5 Handheld devices + 5 printers) or more	4		
Local Economic Participation (Location of Business) Bidders should submit Rate and Taxes in the name of the business or Director of the company or a lease agreement	Outside Gauteng(within South Africa)	1	5	15
	Gauteng (but outside Tshwane)	2		
	City of Tshwane	3		
HIGHEST POSSIBLE SCORE				100

8.3 FUNCTIONALITY FOR QUALITY CONTROL (ELECTRICITY SERVICES) WILL BE ASSESSED AS FOLLOWS

CRITERIA	SUB-CRITERIA	SCALE	WEIGHT	HIGH POSSIBLE SCORE
Relevant experience in credit control electricity services or similar work in relation to the scope of work? (Provide proof of experience attached letters where service has been done as well contact details and date on official	1 Years	1	7	35
	2-3 Years	3		
	4-5 Years	4		
	6 Years or more	5		

company letterhead)				
Project manager shall have relevant qualification in electrical engineering. Submission of CV with relevant electricity qualifications.	National N Diploma National Diploma or higher	1 2	5	10
Team member(s) shall have experience in credit control electricity services or similar work in relation to the scope of work. Submission of CV with relevant electricity qualifications.	1 team (1 electrician + 1 assistant) 3 team (3 electricians + 3 assistants) 4 teams (4 electricians + 4 assistants) 5 teams (5 electricians + 5 assistants) or more	1 2 3 4	5	20
Number of handheld devices and mobile printers. Submission of handheld device photo, IME number and photo of the printer.	1 Device set (1 Handheld device + 1 printer) 3 Devices set (3 Handheld devices + 3 printers) 4 Devices set (4 Handheld devices + 4 printers) 5 Devices set (5 Handheld devices + 5 printers) or more	1 2 3 4	5	20
Local Economic Participation (Location of Business) Bidders should submit Rate and Taxes in the name of the business or Director of the company or a lease agreement	Outside Gauteng(within South Africa) Gauteng (but outside Tshwane) City of Tshwane	1 2 3	5	15
HIGHEST POSSIBLE SCORE				100

8.4 FUNCTIONALITY FOR QUALITY CONTROL (WATER SERVICES) WILL BE ASSESSED AS FOLLOWS

CRITERIA	SUB-CRITERIA	SCALE	WEIGHT	HIGH POSSIBLE SCORE
Relevant experience in credit control water services or similar work in relation to the scope of work? (Provide proof of experience attached letters where service has been done as well contact details and date on official company letterhead)	1 Years	1	7	35
	2-3 Years	3		
	4-5 Years	4		
	6 Years or more	5		
Project manager shall have qualification in Civil Engineering.. Submission of CV with relevant Civil engineering/ water services qualifications.	National N Diploma	1	5	10
	National Diploma or higher	2		
Team member(s) shall have experience in credit control water services or similar work in relation to the scope of work. Submission of CV with relevant civil engineering/ water services qualifications	1 team (1 Plumber + 1 assistant)	1	4	20
	3 teams (3 Plumbers + 3 assistants)	3		
	4 teams (4 Plumbers + 4 assistants)	4		
	5 teams (5 Plumbers + 5 assistants)	5		
	or more			
Number of handheld devices and mobile printers. Submission of handheld device photo, IME number and photo of the printer.	1 Device set (1 Handheld device + 1 printer)	1	5	20
	3 Devices set (3 Handheld devices + 3 printers)	2		
	4 Devices set (4 Handheld devices + 4 printers)	3		
	5 Devices set (5 Handheld devices + 5 printers) or more	4		

Local Economic Participation (Location of Business)	Outside Gauteng(within South Africa)	1	5	15
Bidders should submit Rate and Taxes in the name of the business or Director of the company or a lease agreement	Gauteng (but outside Tshwane)	2		
	City of Tshwane	3		
HIGHEST POSSIBLE SCORE				100

(a) Bids that do not achieve a minimum score of 70 (out of 100) for functionality will be disqualified and will not be evaluated further

4. SUBCONTRACTING

30% of the work must be sub-contracted to the EME or QSE as per the condition of a tender

5. TYPE OF AGREEMENT REQUIRED

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

STAGE 5: PREFERENTIAL PROCUREMENT SYSTEM

90/10 points system in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) Regulations 2017.

- 90 points for price
- 10 points for B-BBEE status (service provider to submit the certified copy of the B-BBEE level rating certificate).

6. VALIDITY PERIOD

The validity period for the tender after closure is 90 days.

1. General

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

2. Units of Measurements

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

Abbreviations used in the of Quantities are as follows:

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

CORRECTION OF ENTRIES MADE BY TENDERER

Any entry made by the Tenderer in the Price Schedule, forms, etc, which the tenderer desires to change, shall not be erased or painted out. A line shall be drawn through the incorrect entry and the correct entry shall be written above in black ink and the full signature of the Tenderer shall be placed next to the correction.

Notes:

1. A maximum of 44 Service Providers shall be appointed across the 4 sections. It should be noted that the tender will be awarded in sections. A tenderer will only be appointed in one of the below sections:
 - o Section 1 – Electricity services: a maximum of 25 Service Providers shall be appointed.
 - o Section 2 – Water services: a maximum of 15 Service Providers shall be appointed.
 - o Section 3 – Electricity Quality Control: a maximum 2 Service Providers shall be appointed.
 - o Section 4 – Water services Quality Control: a maximum 2 Service Providers shall be appointed.
2. The tenderer who tendered for section 1, 2, 3 and 4 will only be recommended to the section where such tenderer has scored the highest points.
3. The tenderer that qualify for section 1 cannot be appointed for section 3 and tenderer that qualify for section 2 cannot be appointed for section 4 or vice-versa
4. Tenderers are expected to indicate their preferred section of appointment on the below table (mark with an X).

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

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

Section 1.: Field work: Electrical work by Credit Control Contractors (CCCs)			
ITEM NO	DESCRIPTION	UNIT	UNIT RATE (R)
1.1	Final Demand (T)- Successful delivery of final demand for township customer	Each	
1.2	Final Demand (SH)- Successful delivery of final demand for small holding customer	Each	
1.3	Final Demand (NON RES & COM)- Successful delivery of final demand non-residential or commercial customer	Each	
1.4	CAN (RES 1-Ph) (T)- Credit or prepaid meter on residential customers	Each	
1.5	CAN (RES 1-Ph) (SH)- Credit or prepaid meter on residential customers	Each	
1.6	CAN (RES 3-Ph) (T)- 3 Phase Credit or prepaid meter on residential customers	Each	
1.7	CAN (RES 3-Ph) (SH)- 3 Phase Credit or prepaid meter on residential customers	Each	
1.8	CAN (NON-RES & COM 3-Ph) - Credit or prepaid meter for business, industrial, government or embassies	Each	
1.9	RIP (RES 1-Ph) (T) - Single Phase RIP disconnection on residential customers		
1.9.1	Remove Circuit Breaker or Wire	Each	
1.9.2	Remove cable	Each	
1.9.3	Remove electricity meter	Each	
1.10	RIP (RES 1-Ph) (SH) - Single Phase RIP disconnection on residential customers		
1.10.1	Remove Circuit Breaker or Wire	Each	
1.10.2	Remove cable	Each	
1.10.3	Remove electricity meter	Each	
1.11	RIP (RES 3-Ph) (T)- 3 Phase RIP disconnection on residential customers		
1.11.1	Remove Circuit Breaker or Wire	Each	
1.11.2	Remove cable	Each	
1.11.3	Remove electricity meter	Each	
1.12	RIP (RES 3-Ph) (SH)- 3 Phase RIP disconnection on residential customers		
1.12.1	Remove Circuit Breaker or Wire	Each	
1.12.2	Remove cable	Each	

Section 1.: Field work: Electrical work by Credit Control Contractors (CCCs)			
ITEM NO	DESCRIPTION	UNIT	UNIT RATE (R)
1.12.3	Remove electricity meter	Each	
1.13	RIP (NON-RES & COM 3-Ph)- RIP disconnection for business, industrial, government or embassies		
1.13.1	Remove Circuit Breaker or Wire	Each	
1.13.2	Remove cable	Each	
1.13.3	Remove electricity meter	Each	
1.14	RECON-CAN (RES) (T)- Electricity reconnections on residential customers where CAN disconnection has been performed	Each	
1.15	RECON-CAN (RES) (SH)- Electricity reconnections on residential customers where CAN disconnection has been performed	Each	
1.16	RECON CAN (RES 3-Ph) (T)- 3 Phase Credit or prepaid meter reconnection on residential customers	Each	
1.17	RECON CAN (RES 3-Ph) (SH)- 3 Phase Credit or prepaid meter reconnection on residential customers	Each	
1.18	RECON-CAN (NON-RES & COM 3-Ph) - Electricity re-connection on business, industrial, government or embassies where CAN disconnection was done	Each	
1.19	RECON-RIP (RES 1-Ph) (T) - Electricity re-connection for residential customers after a RIP disconnection was done		
1.19.1	Replace Circuit Breaker	Each	
1.19.2	Replace cable	Each	
1.19.3	Replace electricity meter	Each	
1.20	RECON-RIP (RES 1-Ph) (SH)- Electricity re-connection for residential customers after a RIP disconnection was done		
1.20.1	Replace Circuit Breaker	Each	
1.20.2	Replace cable	Each	
1.20.3	Replace electricity meter	Each	
1.21	RECON-RIP (RES 3-Ph) (T)- Electricity re-connection for residential customers after a RIP disconnection was done		
1.21.1	Replace Circuit Breaker	Each	
1.21.2	Replace cable	Each	
1.21.3	Replace electricity meter	Each	
1.22	RECON-RIP (RES 3-Ph) (SH)- Electricity re-connection for		

Section 1.: Field work: Electrical work by Credit Control Contractors (CCCs)			
ITEM NO	DESCRIPTION	UNIT	UNIT RATE (R)
	residential customers after a RIP disconnection was done		
1.22.1	Replace Circuit Breaker	Each	
1.22.2	Replace cable	Each	
1.22.3	Replace electricity meter	Each	
1.23	Audit (T) - Audit on Credit or prepaid type electricity meter for township customer	Each	
1.24	Audit (SH) - Audit on Credit or prepaid type electricity meter for small holding customer	Each	
1.25	Audit (NON RES & COM) - Audit on Credit or prepaid type electricity meter for non-residential and commercial customer	Each	
1.26	ICI-E-CAN (T) - Inspection and report of electrical service after a CAN disconnection performed for township customer	Each	
1.27	ICI-E-CAN (SH) - Inspection and report of electrical service after a CAN disconnection performed for small holding customer	Each	
1.28	ICI-E-CAN (NON RES & COM) - Inspection and report of electrical service after a CAN disconnection performed for non-residential and commercial customer	Each	
1.29	ICI-E-RIP (T) - Inspection and report of electrical service after a RIP was performed for township customer	Each	
1.30	ICI-E-RIP (SH) - Inspection and report of electrical service after a RIP was performed for a small holding customer	Each	
1.31	ICI-E-RIP (NON RES & COM) - Inspection and report of electrical service after a RIP was performed for non-residential or commercial customer	Each	
1.32	Visit Fee (T) - Amount claimable for visits to sites in townships where the credit control action could not be executed successfully due to factors outside the control of the CCC for a residential customer	Each	
1.33	Visit Fee (SH) - Amount claimable for visits to sites in townships where the credit control action could not be executed successfully due to factors outside the control of the CCC for a small holding customer	Each	

Section 1.: Field work: Electrical work by Credit Control Contractors (CCCs)			
ITEM NO	DESCRIPTION	UNIT	UNIT RATE (R)
1.34	Visit Fee (NON-RES & COM)- Amount claimable for visits to sites in townships where the credit control action could not be executed successfully due to factors outside the control of the CCC	Each	
1.35	STATUS VERIFICATION (CAN/RECON-CAN & RIP/ RECON-RIP) – (T) Amount claimable for verifying & reporting on the status for CAN/Recon CAN and RIP/ Recon RIP actions on site for a township customer.	Each	
1.36	STATUS VERIFICATION (CAN/RECON-CAN & RIP/ RECON-RIP) – (SH) - Amount claimable for verifying & reporting on the status for CAN/Recon CAN and RIP/ Recon RIP actions on site for a small holding customer.	Each	
1.37	STATUS VERIFICATION (CAN/RECON-CAN & RIP/ RECON-RIP) – (NON-RES & COM) - Amount claimable for verifying & reporting on the status for CAN/Recon CAN and RIP/ Recon RIP actions on site for a non-residential or commercial customer.	Each	
1.38	Docket compilation fee - Time spent compiling or providing details for purpose of docket compilation, per hour	Hour	
1.39	Court Hours - Hourly charge for CCC contractor spending time in court on cases relevant to this contract	Hour	
1.40	OHS File - Compilation and implementation of OHS plan	Each	
1.41	OHS file update – Update file as and when required	Each	
1.42	Safety Officer	Month	
1.43	Operations infrastructure provision	Month	
Sub-Total (excl. VAT)			
VAT (15%)			
Total (incl. 15% VAT)			

Section 2.: Field work: Water work by Credit Control Contractors (CCCs)			
ITEM NO	DESCRIPTION	UNIT	UNIT RATE (R)
2.1	Final Demand (T)- Successful delivery of final demand for	Each	

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

Section 2.: Field work: Water work by Credit Control Contractors (CCCs)			
ITEM NO	DESCRIPTION	UNIT	UNIT RATE (R)
2.18	WD EPS (20mm – 40mm) (NON RES & COM) – Water disconnection on meters with nominal diameter size from 20mm to 40mm	Each	
2.19	WD EPS (50mm+) (T) – Water disconnection on meters with nominal diameter size from 50mm and more	Each	
2.20	WD EPS (50mm+) (SH) – Water disconnection on meters with nominal diameter size from 50mm and more	Each	
2.21	WD EPS (50mm+) (NON RES & COM) – Water disconnection on meters with nominal diameter size from 50mm and more	Each	
2.22	Recon WR R EPS 15mm (T) – Reconnection (normalisation) of water meters on 15 mm Elevated Pipe System	Each	
2.23	Recon WR R EPS 15mm (SH) – Reconnection (normalisation) of water meters on 15 mm Elevated Pipe System	Each	
2.24	Recon WR R EPS 15mm (NON RES & COM) – Reconnection (normalisation) of water meters on 15 mm Elevated Pipe System	Each	
2.25	Recon WR R AGB (T) – Reconnection (normalisation) of water meters	Each	
2.26	Recon WR R AGB (SH) – Reconnection (normalisation) of water meters	Each	
2.27	Recon WR R AGB (NON RES & COM) – Reconnection (normalisation) of water meters	Each	
2.28	Recon WD AGB (T) – Reconnection of disconnected water meters	Each	
2.29	Recon WD AGB (SH) – Reconnection of disconnected water meters	Each	
2.30	Recon WD AGB (NON RES & COM) – Reconnection of disconnected water meters	Each	
2.31	Recon WD EPS (15mm) (T) – Reconnection of disconnected water meters with a nominal size of 15mm	Each	
2.32	Recon WD EPS (15mm) (SH) – Reconnection of disconnected water meters with a nominal size of 15mm	Each	

Section 2.: Field work: Water work by Credit Control Contractors (CCCs)			
ITEM NO	DESCRIPTION	UNIT	UNIT RATE (R)
2.33	Recon WD EPS (15mm) (NON RES & COM) – Reconnection of disconnected water meters with a nominal size of 15mm	Each	
2.34	Recon WD EPS (20mm – 40mm) (T) - Reconnection of disconnected water meters with a nominal size of 20mm to 40mm	Each	
2.35	Recon WD EPS (20mm – 40mm) (SH) - Reconnection of disconnected water meters with a nominal size of 20mm to 40mm	Each	
2.36	Recon WD EPS (20mm – 40mm) (NON RES & COM) - Reconnection of disconnected water meters with a nominal size of 20mm to 40mm	Each	
2.37	Recon WD EPS (50mm+) (T) - Reconnection of disconnected water meters with a nominal size of 50mm and more	Each	
2.38	Recon WD EPS (50mm+) (Small Holdings) - Reconnection of disconnected water meters with a nominal size of 50mm and more in a small holding (Plot)	Each	
2.39	Recon WD EPS (50mm+) (NON RES & COM) - Reconnection of disconnected water meters with a nominal size of 50mm and more	Each	
2.40	STATUS VERIFICATION (RECON-WR; RECON-WD)– (T) Amount claimable for verifying & reporting on the status for RECON-WR, RECON-WD and actions on site for a township customer.	Each	
2.41	STATUS VERIFICATION (RECON-WR; RECON-WD)– (SH) - Amount claimable for verifying & reporting on the status for RECON-WR, RECON-WD actions on site for a small holding customer.	Each	
2.42	STATUS VERIFICATION (RECON-WR; RECON-WD)– (NON-RES & COM) - Amount claimable for verifying & reporting on the status for RECON-WR,RECON-WD actions on site for a non-residential or commercial customer.	Each	

Section 2.: Field work: Water work by Credit Control Contractors (CCCs)			
ITEM NO	DESCRIPTION	UNIT	UNIT RATE (R)
2.43	Audit (T) - Audit on water restrictions and water disconnections or when restriction device is malfunctioning for a township customer	Each	
2.44	Audit (SH) - Audit on water restrictions and water disconnections or when restriction device is malfunctioning for a small holding customer	Each	
2.45	Audit (NON-RES & COM) - Audit on water restrictions and water disconnections or when restriction device is malfunctioning for a non-residential or commercial customer	Each	
2.46	ICI-W (T) - Inspection and report of illegal consumption after a water restriction or disconnection was performed for a township customer	Each	
2.47	ICI-W (SH) - Inspection and report of illegal consumption after a water restriction or disconnection was performed for a small holding customer	Each	
2.48	ICI-W (NON-RES & COM) - Inspection and report of illegal consumption after a water restriction or disconnection was performed for a non-residential or commercial customer	Each	
2.49	Visit Fee (T) - Amount claimable for visits to sites in townships where the credit control action could not be executed successfully due to factors outside the control of the CCC for a township customer	Each	
2.50	Visit Fee (SH) - Amount claimable for visits to sites in townships where the credit control action could not be executed successfully due to factors outside the control of the CCC for a small holding customer	Each	
2.51	Visit Fee (NON-RES & COM) - Amount claimable for visits to sites in townships where the credit control action could not be executed successfully due to factors outside the control of the CCC for non-residential or commercial customer	Each	
2.52	Docket compilation fee - Time spent compiling or providing details for purpose of docket compilation, per hour	Hour	

Section 2.: Field work: Water work by Credit Control Contractors (CCCs)			
ITEM NO	DESCRIPTION	UNIT	UNIT RATE (R)
2.53	Court Hours - Hourly charge for CCC contractor spending time in court on cases relevant to this contract	Hour	
2.54	OHS File - Compilation and implementation of OHS plan	Each	
2.55	OHS file update – Update file as and when required	Each	
2.56	Safety Officer	Month	
2.57	Operations infrastructure provision	Month	
Sub-Total (excl. VAT)			
VAT (15%)			
Total (incl. 15% VAT)			

Section 3: Field work: Electricity Quality Control work by Credit Control Contractors (CCCs)			
ITEM NO	DESCRIPTION	UNIT	UNIT RATE (R)
3.1	QC (FD –(T)) - Quality Control after Notice delivery	Each	
3.2	QC (FD –(SH)) - Quality Control after Notice delivery	Each	
3.3	QC (FD –(NON-RES & COM)) - Quality Control after Notice delivery	Each	
3.4	QC (CAN – (T)) - Quality Control electricity CAN disconnection	Each	
3.5	QC (CAN – (SH)) - Quality Control electricity CAN disconnection	Each	
3.6	QC (CAN – (NON-RES & COM)) - Quality Control electricity CAN disconnection	Each	
3.7	QC (CAN RECON – (T)) - Quality Control electricity CAN reconnection	Each	
3.8	QC (CAN RECON – (SH)) - Quality Control electricity CAN reconnection	Each	
3.9	QC (CAN RECON – (NON-RES & COM)) - Quality Control electricity CAN reconnection	Each	
3.10	QC (RIP – (T)) - Quality Control on electricity Removal of infrastructure permanently disconnection	Each	
3.11	QC (RIP – (SH)) - Quality Control on electricity Removal of infrastructure permanently disconnection	Each	
3.12	QC (RIP – (NON-RES & COM)) - Quality Control on electricity Removal of infrastructure permanently disconnection	Each	
3.13	QC (RECON-RIP – (T)) - Quality Control after electricity re-connection of supply after Removal of infrastructure permanently	Each	
3.14	QC (RECON-RIP – (SH)) - Quality Control after electricity re-connection of supply after Removal of infrastructure permanently	Each	
3.15	QC (RECON-RIP – (NON-RES & COM)) - Quality Control after electricity re-connection of supply after Removal of infrastructure permanently	Each	
3.16	Audit (T) – Audit to verify if customer address on the system is similar to what is on-site	Each	

Section 3: Field work: Electricity Quality Control work by Credit Control Contractors (CCCs)			
ITEM NO	DESCRIPTION	UNIT	UNIT RATE (R)
3.17	Audit (SH) – Audit to verify if customer address on the system is similar to what is on-site	Each	
3.18	Audit (NON-RES & COM) – Audit to verify if customer address on the system is similar to what is on-site	Each	
3.19	Visit Fee (T) - Amount claimable for visits to sites in townships where the credit control action could not be executed successfully due to factors outside the control of the CCC.	Each	
3.20	Visit Fee (SH) - Amount claimable for visits to sites in townships where the credit control action could not be executed successfully due to factors outside the control of the CCC.	Each	
3.21	Visit Fee (NON-RES & COM) - Amount claimable for visits to sites in townships where the credit control action could not be executed successfully due to factors outside the control of the CCC.	Each	
3.22	Docket compilation - Time spent compiling or providing details for purpose of docket compilation, per hour	Hour	
3.23	Court Hours - Hourly charge for CCC contractor spending time in court on cases relevant to this contract.	Hour	
3.24	OHS File - Compilation and implementation of OHS plan	Each	
3.25	OHS file update – Update file as and when required	Each	
3.26	Safety Officer	Month	
3.27	Operations infrastructure provision	Month	
Sub-Total (excl. VAT)			
VAT (15%)			
Total (incl. 15% VAT)			

Section 4: Field work: Water Quality Control work by Credit Control Contractors (CCCs)			
ITEM NO	DESCRIPTION	UNIT	UNIT RATE (R)
4.1	QC (FD –(T)) - Quality Control after Notice delivery	Each	
4.2	QC (FD –(SH)) - Quality Control after Notice delivery	Each	
4.3	QC (FD –(NON-RES & COM)) - Quality Control after Notice delivery	Each	
4.4	QC (WR – (T)) – Quality Control after water restriction.	Each	
4.5	QC (WR – (SH)) – Quality Control after water restriction.	Each	
4.6	QC (WR – (NON-RES & COM)) – Quality Control after water restriction.	Each	
4.7	QC (WD – (T)) – Quality control after Water disconnection of water services	Each	
4.8	QC (WD – (SH)) – Quality control after Water disconnection of water services	Each	
4.9	QC (WD – (NON-RES & COM)) – Quality control after Water disconnection of water services	Each	
4.10	QC (W RIP – (T)) - Quality Control after Removal of infrastructure permanently of water services	Each	
4.11	QC (W RIP – (SH)) - Quality Control after Removal of infrastructure permanently of water services	Each	
4.12	QC (W RIP – (NON-RES & COM)) - Quality Control after Removal of infrastructure permanently of water services	Each	
4.13	QC (Recon WR – (T))- Quality Control after reconnection (normalisation) of restricted water services	Each	
4.14	QC (Recon WR – (SH))- Quality Control after reconnection (normalisation) of restricted water services	Each	
4.15	QC (Recon WR – (NON-RES & COM))- Quality Control after reconnection (normalisation) of restricted water services	Each	
4.16	QC (Recon WD –(T))- Quality Control after reconnection (normalisation) of disconnected water services	Each	
4.17	QC (Recon WD –(SH))- Quality Control after reconnection (normalisation) of disconnected water services	Each	
4.18	QC (Recon WD –(NON-RES & COM))- Quality Control after reconnection (normalisation) of disconnected water services	Each	
4.19	QC (Recon RIP W – (T)) – Quality control after RIP reconnection of water services	Each	
4.20	QC (Recon RIP W – (SH)) – Quality control after RIP reconnection of water services	Each	

4.21	QC (Recon RIP W – (NON-RES & COM)) – Quality control after RIP reconnection of water services	Each	
4.22	Audit (T) – Audit to verify if customer address on the system is similar to what is on-site	Each	
4.23	Audit (SH) – Audit to verify if customer address on the system is similar to what is on-site	Each	
4.24	Audit (NON-RES & COM) – Audit to verify if customer address on the system is similar to what is on-site	Each	
4.25	Visit Fee (T) - Amount claimable for visits to sites in townships where the credit control action could not be executed successfully due to factors outside the control of the CCC.	Each	
4.26	Visit Fee (SH) - Amount claimable for visits to sites in townships where the credit control action could not be executed successfully due to factors outside the control of the CCC.	Each	
4.27	Visit Fee (NON-RES & COM) - Amount claimable for visits to sites in townships where the credit control action could not be executed successfully due to factors outside the control of the CCC.	Each	
4.28	Docket compilation - Time spent compiling or providing details for purpose of docket compilation, per hour	Hour	
4.29	Court Hours - Hourly charge for CCC contractor spending time in court on cases relevant to this contract.	Hour	
4.30	OHS File - Compilation and implementation of OHS plan	Each	
4.31	OHS file update – Update file as and when required	Each	
4.32	Safety Officer	Month	
4.33	Operations infrastructure provision	Month	
Sub-Total (excl. VAT)			
VAT (15%)			
Total (incl. 15% VAT)			

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

Person Authorized to sign Tender:

FULL NAME (IN BLOCK LETTERS):

SIGNATURE:

DATE:

9. All Municipality Bidding Documents (MBD) FORMS/Form of Contract

10. MARKET ANALYSIS

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

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

MBD1

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CITY OF TSHWANE MUNICIPALITY					
BID NUMBER:	GFS -02 2021/22	CLOSING DATE:	01 December 2021	CLOSING TIME:	10:00
DESCRIPTION	TENDER FOR THE APPOINTMENT OF SERVICE PROVIDERS/CONTRACTORS TO PERFORM DELIVERY OF FINAL DEMANDS, DISCONNECTIONS, RECONNECTIONS AND INSPECTIONS OF ELECTRICITY AND WATER SERVICES FOR THE CITY OF TSHWANE AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Procurement Advice Centre at the entrance of C de Wet Centre					
Supply Chain Management					
175 Es'kia Mphahlele Drive,					
Pretoria West					
GPS coordinates: 25.750151°S, 28.173666°E					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Supply Chain Management	CONTACT PERSON	Ndivhuwo Lithole
CONTACT PERSON	Kgomotso Makgale	TELEPHONE NUMBER	(012) 358 3474
TELEPHONE NUMBER	(012) 358 5478	FACSIMILE NUMBER	n/a
FACSIMILE NUMBER	n/a	E-MAIL ADDRESS	NdivhuwoL@TSHWANE.GOV.ZA
E-MAIL ADDRESS	KgomotsoMAKG@tshwane.gov.za		

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

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

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

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

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

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

- Required by:
- At:
- Brand and Model
- Country of Origin
- Does the offer comply with the specification(s)? *YES/NO

- If not to specification, indicate deviation(s)
- Period required for delivery
*Delivery: Firm/Not firm
- Delivery basis

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

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

*Delete if not applicable

**PRICING SCHEDULE – NON-FIRM PRICES
(PURCHASES)**

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

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

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

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

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

-Required by:

-At:

Brand and model

Country of origin

-Does the offer comply with the specification(s)? *YES/NO

-If not to specification, indicate deviation(s)

-Period required for delivery

-Delivery: *Firm/Not firm

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

*Delete if not applicable

PRICE ADJUSTMENTS

A. NON-FIRM PRICES SUBJECT TO ESCALATION

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

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

Where:

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

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

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

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

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

B. PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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

2. Adjustments for rate variations during the be calculated by monthly exchange your commercial indicated from bank required)

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:		DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE		DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE	
				ZAR=		

of exchange contract period will using the average rates as issued by bank for the periods hereunder: (Proof

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

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

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 3.1 Full Name of bidder or his or her representative:.....
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, hareholder²):.....
 - 3.4 Company Registration Number:
 - 3.5 Tax Reference Number:.....
 - 3.6 VAT Registration Number:
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars.
.....

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

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

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....

.....

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

3.11.1 If yes, furnish particulars

.....

.....

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

3.12.1 If yes, furnish particulars.

.....

.....

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

3.13.1 If yes, furnish particulars.

.....

.....

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

3.14.1 If yes, furnish particulars:

.....

.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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

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

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

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

.....
.....

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

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

2.2 If yes, provide particulars.

.....
.....
.....
.....

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

3.1 If yes, furnish particulars

.....
.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? ***YES / NO**

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2 The value of this bid is estimated **to exceed** R50 000 000 (all applicable taxes included) and therefore the **90/10** preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTION	10
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 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. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) as amended by Act No 46 of 2013;
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** 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;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 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;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 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.
- 3.5 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.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

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

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.

5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

- 6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

- 7.1 B-BBEE Status Level of Contribution: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

8. SUB-CONTRACTING

- 8.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	
-----	--	----	--

8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME.

(Tick applicable box)

YES		NO	
-----	--	----	--

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

9.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider

Other service providers, e.g. transporter, etc.
[TICK APPLICABLE BOX]

9.7 **MUNICIPAL INFORMATION**

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

9.8 Total number of years the company/firm has been in business:.....

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES
1.
2.

..... SIGNATURE(S) OF BIDDERS(S)
DATE:
ADDRESS
.....

CONTRACT FORM - RENDERING OF SERVICES

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

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

- 1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number GFS 02- 2021/22 at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
(i) Bidding documents, viz
- Invitation to bid;
- Tax clearance certificate;
- Pricing schedule(s);
- Filled in task directive/proposal;
- Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
- Declaration of interest;
- Declaration of Bidder's past SCM practices;
- Certificate of Independent Bid Determination;
- Special Conditions of Contract;
(ii) General Conditions of Contract; and
(iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)
CAPACITY
SIGNATURE
NAME OF FIRM
DATE

WITNESSES
1
.....
2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

- 1
-
- 2

DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>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?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury’s website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury’s website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

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

CERTIFICATION

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

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY
BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....
Signature

.....
Date

DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 5 This Municipal Bidding Document must form part of all bids invited.
- 6 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.
- 7 The bid of any bidder may be rejected if that bidder, or any of its directors have:
- a. abused the municipality’s / municipal entity’s supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 8 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

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4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury’s website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

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

CERTIFICATION

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

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY
BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....
Signature

.....
Date

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid: **GFS 02 2021/22**

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

(Bid Number and Description)

in response to the invitation for the bid made by:

CITY OF TSHWANE MUNICIPALITY

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

- (a) has been requested to submit a bid in response to this bid invitation;
- (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

(c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 “Countervailing duties” are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.

- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

1. Application

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

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information inspection.

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of

the Department or an organization acting on behalf of the Department.

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

9. Packing

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

specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of

time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract;
or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not

more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's

country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

**33. National
Industrial
Participation (NIP)
Programme**

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation

**34. Prohibition of
Restrictive practices**

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

SERVICE LEVEL AGREEMENT

entered into between

**THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY
AND**

Registration Number _____

SERVICE LEVEL AGREEMENT

entered into between

THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY

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

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

AND

Registration Number _____

Herein represented by _____ in his/her capacity as _____ duly authorised thereto under and by virtue of a resolution of the Board passed on _____, a copy of which is annexed as “Annexure A”, and who by his/her signature hereto warrants that he/she is properly authorised to sign this Agreement
(Herein referred to as the “**SERVICE PROVIDER**”)

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RECORDAL:

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

AND WHEREAS the City wishes to appoint the service provider;

AND WHEREAS the service provider wishes to provide such services;

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

NOW THEREFORE the Parties have agreed to enter into this Agreement, in terms of which the service provider shall provide the Services in the Service Areas and/or Delivery Area and provide maintenance and support thereof, to the City in accordance with the terms and subject to the conditions of this Agreement:

1 DEFINITIONS

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

- 1.1 **“Agreement”** means this service level agreement and shall include any annexures and/or schedules and/or attachments and/or appendices and/or any addenda hereto or incorporated herein by reference, as amended from time to time;
- 1.2 **“Business Day”** means any day from Monday to Friday excluding Public Holidays as defined in the Public Holidays Act 36 of 1994 (“Public Holidays Act”) as amended from time to time;
- 1.3 **“Business Week”** means five consecutive Business Days, excluding Public Holidays as defined in the Public Holidays Act;

- 1.4 **“City”** means the City of Tshwane Metropolitan Municipality, a metropolitan municipality established in terms of section 12 of the Local Government: Municipal Structures Act 117 of 1998;
- 1.5 **“Contact Persons”** means persons identified by the Parties as persons who are responsible for the execution of the Agreement and whose names are set out in clause 35 below and who can be substituted in writing from time to time;
- 1.6 **“Contract Price”** shall mean the amount reflected as the contract price in clause 9 below;
- 1.7 **“Contract Period”** means the contract period as reflected in clause 0 below;
- 1.8 **“Effective Date”** means notwithstanding the Signature Date, _____;
- 1.9 **“Intellectual Property”** means Patents, Designs, Know-How, Copyright and Trade Marks and all rights having equivalent or similar effect which may exist anywhere in the world, introduced and required by either Party to give effect to their obligations under this Agreement, owned in whole or in part by, or licensed to either Party prior to the Commencement Date or developed after the Commencement Date, and includes all further additions and improvements to the Intellectual Property, otherwise pursuant to this Agreement;
- 1.10 **“Month”** means a calendar month;
- 1.11 **“Parties”** means City and Service Provider and “Party” means either of them as the context requires;
- 1.12 **“Services”** means services to be provided by the Service Provider to the City as detailed in clause 8 below;
- 1.13 **“Service Provider”** means _____, a company duly incorporated in accordance with the company laws of the Republic of South Africa with company registration number _____;

- 1.14 “**Signature Date**” means the date of signature of this Agreement by the Party signing last;
- 1.15 “**Subcontract**” means any contract or agreement or proposed contract between the Service Provider and any third party whereby that third party agrees to provide to the Service Provider the Services or any part thereof;
- 1.16 “**Subcontractor**” means the third party with whom the Service Provider enters into a Subcontract;
- 1.17 “**Tax Invoice**” means the document as required by section 20 of the Value Added Tax Act 89 of 1991, as amended from time to time; and
- 1.18 “**VAT**” means Value Added Tax as defined in terms of the Value Added Tax Act of 1991.

2 INTERPRETATION

- 2.1 Headings and sub-headings are inserted for information purposes only and shall not be used in the interpretation of this Agreement.
- 2.2 Unless the context clearly indicates a contrary intention, any word connoting:
- 2.2.1 any singular shall be deemed to include a reference to the plural and vice versa;
- 2.2.2 any one gender shall be deemed to include a reference to the other two genders; and
- 2.2.3 a natural person shall be deemed to include a reference to a legal or juristic person.
- 2.3 The expiry or termination of this Agreement shall not affect provisions of this Agreement which expressly provide that they will operate after any such expiry or termination of this Agreement. Provisions of necessity shall continue to have been effective after such expiry or termination of this Agreement, notwithstanding that the clauses themselves do not expressly provide for this.

- 2.4 The rule of interpretation that a written agreement shall be interpreted against the party responsible for the drafting or preparation of that Agreement shall not apply.
- 2.5 Where figures are referred to in numerals and in words and there is any conflict between the two, the words shall prevail.
- 2.6 Any reference to any legislation is a reference to such legislation as at the Signature Date and as amended or re-enacted, from time to time.
- 2.7 If any provision in a definition is a substantive provision conferring any rights or imposing any obligations on any party, then notwithstanding that, it is only in this interpretation clause, effect shall be given to it as if it were a substantive provision in this Agreement.

3 APPOINTMENT

The City hereby appoints the Service Provider, who accepts such appointment, to provide the Services in accordance with the terms and subject to the conditions of this Agreement.

4 PURPOSE OF THE AGREEMENT

4.1 The Purpose of this Agreement is to:

4.1.1 formalise and regulate the working relationship between the Parties;

4.1.2 set out the roles and responsibilities of the Parties; and

4.1.3 define process and procedures to be followed by the Parties.

5 RELATIONSHIP

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

6 DURATION

This Agreement shall commence on the Effective Date and shall subsist for _____ years, unless terminated earlier pursuant to clause 32 below.

7 CONTACT PERSON

7.1 The work to be performed by the Service Provider hereunder will be supervised by City's Contact Person referred to in clause 35 below.

7.2 The Parties shall notify each other, in writing from time to time, of the details of their nominated Contact Person.

- 7.3 The Contact Persons shall liaise and update each other on the progress of the Services rendered and shall endeavour to resolve and remedy any problems or disputes that may arise in relation to the Services.
- 7.4 Either Party may substitute a Contact Person at its discretion provided that each Party shall give the other Party reasonable notice of such substitution and will provide replacement employees of equivalent ability.
- 7.5 Without derogating from the foregoing, should either Party replace a Contact Person for any reason whatsoever, it shall ensure, to the greatest extent possible in the circumstances, that the suitable period of handover and overlap takes place, at its cost, between the new and the encumbered Contact Person.

8 SCOPE OF GENERAL SERVICES

The Service Provider shall, for the duration of this Agreement, provide the Services set out in the scope of work and in accordance with the deliverables and milestones attached hereto as Annexure B, including but not limited to the Maintenance and Support services as provided for in clause 20 below.

9 PRICE AND PAYMENT

- 9.1 The City shall pay to the Service Provider the Contract Price in the sum of R _____
(_____
_____rands)

payable in accordance with the terms of the Appointment Letter, attached hereto as Annexure C, and subject to deliverables.

- 9.2 All payments under this Agreement shall be made by electronic fund transfer or other forms of payment as the Parties may agree from time to time, upon receipt of valid and undisputed Tax Invoices and month-end statements together with the supporting documentation from the Service Provider, once the undisputed Tax Invoices or such portion of the Tax Invoices which are undisputed become due and payable.

- 9.3 All amounts and other sums payable in terms of this Agreement and Schedules hereto will be stipulated exclusive of VAT, unless expressly stated otherwise.
- 9.4 Unless otherwise provided in the Schedules, valid Tax Invoices shall be submitted together with a month-end statement. Payment against such month-end statement shall be made by The City within 30 (thirty) days after the date of receipt by The City of the Service Provider's statement together with the relevant valid and undisputed Tax Invoice(s) and supporting documentation, but in any event not later than 90 (ninety) days of receipt of such statement.
- 9.5 Where the payment of any valid and undisputed Tax Invoice, or any part of the said Tax Invoice which is not in dispute, is not made by the due date, the Service Provider shall be entitled to charge interest on the outstanding amount, at the Service Provider's prime rate of interest in force, for the period from the due date of payment until the outstanding amount is fully paid.
- 9.6 There shall be no interest levied on a Tax Invoice that is in dispute between the Parties.
- 9.7 The City shall pay the amount reflected on a Tax Invoice once the City's Contact Person has verified that the Services set out in a schedule have been rendered and the Tax Invoice amount has been approved by the City.
- 9.8 All Tax Invoices shall be addressed to the City' Contact Person.
- 9.9 All payments shall be transferred, by the City to the Service Provider electronically into the Service Provider's bank account, the details of which are set out below:

Bank: _____

Account type: _____

Account No: _____

Branch No: _____

9.10 Failure to comply with the clauses above may result in late payment of the total amount of an invoice by the Service Provider to the City. The City shall not be liable for any costs or damages suffered by the Service Provider as a result of such late payment.

10 PRICE RESTRUCTURING

10.1 The Service Provider shall be subject to a price review every year.

10.2 The City shall embark on a benchmarking exercise every 12 (twelve) months where the City shall benchmark the Service Provider's Contract Price against the prevailing market rates.

10.3 In the event it emerges that the Service Provider's charges in respect of the Contract Price and other charges under this Agreement are materially higher than the reasonable benchmark ascertained by the City or that the City can acquire similar Services of a like quality from another supplier at a total delivered cost that is lower than the total delivered cost of the Services acquired hereunder from the Service Provider, the City shall have the right to notify the Service Provider of such total delivered cost and the Service Provider shall have an opportunity to adjust the Contract Price and any other charges hereunder, on such a basis as to result in the same total delivered cost to the City, within 30 (thirty) calendar days of such notice.

10.4 If the Service Provider fails to do so or cannot legally do so, The City may:

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

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

10.4.3 continue under this Agreement.

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

11 SERVICE LEVELS

11.1 The Service Provider recognises that the City has entered into this Agreement relying specifically on the Service Provider's representations regarding service levels including, *inter alia*:

11.1.1 capacity allocations in accordance with the Service to be provided;

11.1.2 all work to be performed and Services rendered under this Agreement shall comply with industry norms and best practice acceptable within the Services industry and shall be executed by the Service Provider to the total satisfaction of the City.

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

11.3 Amongst others, the Service Provider shall comply with and provide the Services as set out in clause 8 above.

12 WITHHOLDING OF PERFORMANCE

The Service Provider may not under any circumstances, including, without limitation, non-payment by the City, withhold any Services from The City during the currency of this Agreement, unless it validly terminates this Agreement in terms of clause 32 below.

13 PENALTY

13.1 Should the Service Provider fail to comply with its obligations in terms of this Agreement, the City may:

13.1.1 exercise its rights in terms of clause 31 below; alternatively

13.1.2 impose a penalty on the Service Provider.

13.2 An election of any of the above by the City shall not mean that the City has waived any other rights which the City might have in law.

13.3 Should the City elect to impose a penalty on the Service Provider, the City shall provide the Service Provider with a written notice requiring the Service Provider to remedy the default within 7 (seven) days from the date of delivery of the notice.

13.4 Should the Service Provider fail to remedy the default within 7 (seven) days after receiving the notice, then the City shall be entitled, without prejudice to any alternative or additional right of action or remedy available to the City and without further notice, impose a penalty, which penalty shall be a deduction of 10% of the monthly Contract Price for the Contract Period; and for the avoidance of doubt, the penalty amount shall be 10% of the monies due for payment to the Service Provider monthly in terms of clause 9 above.

13.5 Should there be a dispute as to whether the failure to deliver was caused by the City or was the Service Provider's fault such dispute shall be dealt with in accordance to clause 33 below.

14 ACCESS

- 14.1 The City shall allow the Service Provider reasonable access to its premises, provided that:
- 14.1.1 access is related to the Services to be provided by the Service Provider; and
 - 14.1.2 the Service Provider adheres to all rules, regulations and instructions applicable at the City's premises.
- 14.2 The Service Provider is required to notify the City monthly of employees who are to provide Services at the Service Areas and/or Delivery Areas.
- 14.3 The City shall grant the Service Provider and/or its employees, referred in clause 14.2 above, access to its premises to perform its obligations in terms of this Agreement.
- 14.4 The Service Provider and its employees shall at all time when entering the premises and/or Service Areas and/or Delivery Areas of the City comply with all rules, laws, regulations and policies of the City.

15 ORDERS OF GOODS

- 15.1 The Service Provider's Contact Person shall advise the City, in writing, of the Goods required to enable the Service Provider to render the Services. In the order form, the Service Provider shall set out the quantity, description of Goods and the anticipated date of delivery of the Goods ("Delivery Date").
- 15.2 The City shall confirm the order in writing and authorise the Service Provider to order Goods necessary for the provision of the Service.
- 15.3 All orders for Goods ordered under this clause 15 shall be for the separate account of the City, the cost of which shall be invoiced to the City by the Service Provider upon confirmation of the order in terms of clause 15.2 above. The City shall not be obliged to order the Goods from the Service Provider and shall be entitled to utilise any company that it deems most suitable for the provision of the Goods.

16 DELIVERY OF GOODS

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

17 DEFECTIVE GOODS / LATENT PRODUCTS

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

18 AMENDMENT OR CANCELLATION OF PURCHASE ORDER

The City is entitled to cancel an order, reschedule delivery of the Goods or change the Delivery Area and Delivery Date on fourteen (14) days written notice to the Service Provider.

19 INSPECTION

- 19.1 The City may at any time inspect the Goods and/or Services levels of the Service Provider in terms of this Agreement.
- 19.2 If the City is, at any time, dissatisfied with the service levels then the Service Provider shall, within 7 (seven) days, notify the Service Provider in writing of the failure or default.

19.3 The Service Provider shall immediately upon receipt of written demand by the City, remedy such failure or default, within 7 (seven) Business Days from the date of receipt of the notice, free of charge.

19.4 Should the Service Provider fail to remedy the failure or default referred to above then the City shall have the right to impose penalties as provided for in clause 12 above or invoke the provisions of clauses and/or clause 31 below.

19.4.1 To enable the City to determine whether the Goods and/or Services rendered in terms of this Agreement are being complied with the Service Provider shall:

19.4.1.1 provide the City with such information as it may reasonably require;

19.4.1.2 allow the City to inspect and take copies of any records of the Service Provider relating to the Goods and/or Services, including all hardware, software, data, information, visuals, procedures, event logs, transaction logs, audit trails, books, records, contracts and correspondence;

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

19.5 **Service Provider to Provide Reasonable Assistance**

19.5.1 Where any information is required for inspection in terms of this clause and the information is kept in a computer, the Service Provider shall give the City reasonable assistance required to facilitate inspection and obtain copies of the information in a visible and legible form or to inspect and check the operation of any computer and any associated apparatus or

material that is or has been in use in connection with the keeping of the information.

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

19.5.3 The cost of any inspection contemplated in terms of this clause 19 shall be for the account of the City unless any material irregularity or failure on the part of the Service Provider is determined by the City in the course of such inspection. 19.6 The inspection contemplated in this Agreement will be conducted:

19.6.1 during normal business hours;

19.6.2 save where the circumstances justify it, on reasonable notice to the Service Provider; with the minimum interference in the provision of the Services and the Service Provider's other operations.

20 MAINTENANCE AND SUPPORT

The essential and critical elements of the Maintenance and Support to be provided by the Service Provider to the City shall be detailed in the scope of work attached hereto as Annexure B.

21 TRAINING

If required, the Service Provider shall after delivery and installation of the Goods, and as part of Maintenance and Support, ensure that the City's nominated employees, from time to time, receive the required and necessary training relating to the nature, purpose and appropriate use of the Goods.

22 SERVICE PROVIDER'S WARRANTIES AND INDEMNITIES

22.1 Service Warranties

22.1.1 The Service Provider warrants that in relation to each Service provided in terms of this Agreement:

22.1.1.1 it has full capacity and authority to enter into and perform this Agreement, and that this Agreement is executed by duly authorised representatives of the Service Provider;

22.1.1.2 it possesses or has access to the requisite knowledge, skill and experience to provide the Services in an expert manner;

22.1.1.3 it will discharge its obligations under this Agreement and any annexure, appendix or Schedule hereto with all due skill, care and diligence;

22.1.1.4 all work performed and Services rendered under this Agreement shall comply with prevailing practice, standards and specifications within the industry;

22.1.1.5 it will be solely responsible for the payment of remuneration and associated benefits, if any, of its Personnel and for withholding and remitting income tax for its Personnel in conformance with any applicable laws and regulations;

22.1.1.6 the use or possession by The City of any Materials will not subject The City to any claim for infringement of any Intellectual Property Rights of any third party;

22.1.1.7 with promptness and diligence and in a skilful manner and in accordance with the practices and professional

standards of operations while performing Services and/or delivering Goods and/or similar to the Services and/or Goods;

22.1.1.8 which Services and/or Goods will in all aspects comply with industry norms and best practice to the satisfaction of the City with regard to materials and workmanship; ;

22.1.1.9 using and adopting any standards, processes and procedures required under this Agreement;

22.1.1.10 warranting that it shall employ suitably qualified and trained employees to provide the Services and/or Goods to the City and it shall allocate employees in accordance with the technical skill and knowledge required;

22.1.1.11 free from any defects in material and workmanship;

22.1.1.12 maintaining and causing to be maintained the highest standard of workmanship and care in undertaking the Services and/or processing the Goods;

22.1.1.13 maintaining and caused to be maintained the highest standard of care and diligence in providing the Services, maintenance and support;

22.1.1.14 ensuring that all applicable laws are observed;

22.1.1.15 without derogating from the generality of the foregoing, strictly adhering to any or all laws, regulations and accepted procedures with regard to health, hygiene and the maintaining of the environment in the manufacture, packaging, labelling, identification, storage and transportation of the Goods;

22.1.1.16 guaranteeing that the Goods shall be in good working condition for the warranty and/ or maintenance period of the

Goods, and that the Service Provider shall be responsible for the costs of repair of the Goods should the Goods require to be repaired to their normal use.

22.2 Indemnity

22.2.1 The Service Provider hereby indemnifies the City against any claim which may be brought against the City by the Service Provider's personnel or a third party arising from the execution of this Agreement alternatively which arises against the City as a result of the Service Provider's breach of any of the provisions of this Agreement, provided that the City shall notify the Service Provider in writing within a reasonable time, and in any event not less than 14 (fourteen) Business days of the City becoming aware of any such claim to enable the Service Provider to take steps to contest it and shall provide the Service Provider with such reasonable assistance as may be necessary to enable the Service Provider to defend the claim to the extent only that it is in a position to render such assistance. The Service Provider may, within 5 (five) Business

Days of receipt of written notice from the City aforesaid, elect in writing to contest such a claim in the name of the City and shall be entitled to control the proceedings in regard thereto, provided that the Service Provider indemnifies the City against all and any costs (including attorney and own client costs) which may be incurred by or awarded against the City as a consequence of the defence of the claim.

23 SERVICE PROVIDER'S PERSONNEL

23.1 Liability for Criminal Acts of Employees

The Service Provider shall be liable to the City for any loss that the City or any third party may suffer as a result of any theft, fraud or other criminal act of any employee of the Service Provider which arises within the course and scope of

such employees' employment with the Service Provider.

23.2 Character of Employees

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

23.2.2 The Service Provider shall, at its own cost, conduct all reasonable background checks into members of its employees prior to utilizing same to provide the Services in terms of this Agreement.

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

24 STATUTORY AND EMPLOYMENT ISSUES

24.1 The Service Provider shall comply with all employment legislation

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

24.1.2 The Service Provider warrants further that it is not and will not in future be in contravention of any of the provisions of any such legislation and in the event of such contravention, the Service Provider shall immediately

take all steps to remedy such contravention. If the City advises the Service Provider of any contravention of such legislation in writing, the Service Provider shall, within 10 (ten) days after receipt of such notice, take all steps necessary to remedy such contravention and shall keep the City informed regarding the steps taken and the implementation and the result thereof.

24.2 No employment

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

24.3 Occupational Health and Safety Act, 1993

The Service Provider shall be responsible for ensuring compliance with all the provisions of the Occupational Health and Safety Act, 1993 and it indemnifies the City against any claim which may arise in respect of such Act by its personnel against the City.

25 SUB-CONTRACTING

25.1 The Service Provider may not Subcontract the whole of or any portion of the Services in terms of this Agreement to any third party without the prior consent of the City.

25.2 In the event the Service Provider wishes to Subcontract the whole of or any portion of the Services in terms of this Agreement, it shall apply to the City in writing for consent to do so.

- 25.3 In its application, the Service Provider shall give the name of the Subcontractor, the Subcontractor's obligations, the proposed date of commencement of the Subcontract which shall include the fees payable to the Subcontractor, and a report of the background security check on the Subcontractor's suitability, financial and otherwise.
- 25.4 The City may, in its sole and absolute discretion refuse consent to Subcontract. In the event the City approves the Subcontracting of the whole of or any portion of the Services in terms of this Agreement, then:
- 25.4.1 the Service Provider shall ensure that the Subcontractor's BBEE level is equal or better than that of the Service Provider, their price is competitive and they have the capacity to provide the Service;
 - 25.4.2 such Subcontracting shall not absolve the Service Provider from responsibility for achieving the Service Levels or complying with its obligations in terms of this Agreement and the Service Provider hereby indemnifies and holds the City harmless against any loss, harm or damage which the City may suffer as a result of such Subcontracting;
 - 25.4.3 the Service Provider shall at all times remain the sole point of contact for the City in respect of the acquisition of Services by the City; and
 - 25.4.4 no such Subcontracting shall have any effect on the Contract Price and charges payable by the City to the Service Provider in terms of this Agreement.

26 CONFIDENTIALITY

- 26.1 The Service Provider acknowledge that all information relating to the City confidential business and technical information, data, documents or other information necessary or useful for the carrying on by the City of its business which shall include, but shall not be limited to operating procedures, quality control procedures, approximate operation personnel requirements, descriptions and trade names and trademarks, know how, techniques, technology, information

relating to clients, customers, suppliers, relevant authorities, copyright, trade secrets and all goodwill relating to the business and any other intellectual property rights, technical data and documents in whole or in part, used by the City in respect of its business; (“**Confidential Information**”), shall remain confidential and shall not be made known unless the City has given written consent to do so.

26.2 The information provided by the City in the context of this Agreement is Confidential Information and the Service Provider shall take all reasonable measures to keep the information confidential and will only use the information for the purpose for which it was provided.

26.3 The Service Provider undertakes to not disclose any such Confidential Information. However, there will be no obligation of confidentiality or restriction on use where:

26.3.1 the information is publicly available, or becomes publicly available otherwise than by action of the receiving Party; or

26.3.2 the information was already known to the receiving Party (as evidenced by its written records) prior to its receipt under this or any previous agreement between the Parties or their affiliates; or

26.3.3 The information was received from a third Party not in breach of an obligation of confidentiality.

27 INTELLECTUAL PROPERTY RIGHTS

27.1 All Intellectual Property Rights of the Contractor and/or third party vest in the Contractor and/or third party, as appropriate.

27.2 All rights in the City name and logo remain the absolute property of the City.

27.3 The Contractor warrants that no aspect of the Services provided in terms thereof will infringe any Patent, Design, Copyright, Trade Mark or trade secret or other proprietary right of any third party.

- 27.4 The Contractor shall promptly notify the City, in writing, of any infringement or apparent or threatened infringement or any circumstances which may potentially give rise to an infringement, or any actions, claims or demands in relation to any Intellectual Property Rights.
- 27.5 In the event the City becomes aware of any such infringement, the Contractor shall, at its cost, defend the City against any claim that the Services infringe any such third party Intellectual Property Rights, provided that the City gives notice to the Contractor of such claim and the Contractor controls the defence thereof. The Contractor further indemnifies the City against, and undertakes that it will pay all costs, damages and attorney fees, if any, finally awarded against the City in any action which is attributable to such claim and will reimburse the City with all costs reasonably incurred by the City in connection with any such action.
- 27.6 Should any claim be made against the City by any third party in terms of clause 27.1 above, the City shall give the Contractor written notice thereof within 3 (three) days of becoming aware of such claim to enable the Contractor to take steps to contest it.
- 27.7 Should any third party succeed in its claim for the infringement of any third party proprietary rights, the Contractor shall, at its discretion and within 30 (thirty) days of the Services having been found to infringe, at its own cost:
- 27.7.1 obtain for the City the right to continue using the subject of infringement or the parts thereof which constitute the infringement; or
 - 27.7.2 replace the subject of infringement or the parts thereof which constitute the infringement with another product or service which does not infringe and which is materially similar to the subject of infringement; or
 - 27.7.3 alter the subject of infringement in such a way as to render it non-infringing while still in all respects operating in substantially the same manner as the subject of infringement; or
 - 27.7.4 withdraw the subject of infringement.

28 FORCE MAJEURE

- 28.1 For the purposes hereof, Force Majeure shall mean civil strife, riots, insurrection, sabotage, national emergency, acts of war of public enemy, rationing of supplies, flood, storm, fire or any other like forces of nature beyond the reasonable control of the party claiming Force Majeure and comprehended in the terms thereof.
- 28.2 If Force Majeure causes delays in or failure or partial failure of performance by a Party of all or any of its obligations hereunder, this Agreement shall be suspended for the period agreed in writing between the Parties.
- 28.3 In the event of circumstances arising which the other Party believes that it constitutes a Force Majeure (“the Affected Party”) then such Affected Party shall send, within 5 (five) days from the interrupting circumstances, a written notice of the interrupting circumstances specifying the nature and date of commencement of the interrupting event to the other Party. The Parties shall agree, in writing, to suspend the implementation of this Agreement for a specific period (“Agreed Period”).
- 28.4 In the event that both Parties reasonably believe that the Affected Party shall be unable to continue to perform its obligations after the Agreed Period, then either Party shall be entitled to terminate this Agreement without further notice to the other Party.
- 28.5 The Party whose performance is interrupted by the interrupting circumstances shall be entitled, provided that such party shall give notice to that effect with a written notice of the interrupting circumstances as provided above, to extend the period of this Agreement by a period equal to the time that its performance is so prevented.

29 CESSION

The Service Provider shall not be entitled to cede or assign or transfer in any other way

and/or alienate its rights and obligations in terms of this Agreement without the prior written consent of the City.

30 CHANGE OF CONTROL / CIRCUMSTANCE

30.1 The Service Provider shall notify the City, in writing, of any change in the Service Provider's shareholding or membership or any change in the Service Provider's subsidiary companies or holding or its affiliates (such change shall be considered a material change in the constitution and identity of the Service Provider. The City may terminate this Agreement upon becoming aware of such material change.

30.2 The Parties agree that should there be a change as envisaged in clause 30.1 above, the Service Provider will no longer exist and a new third party/entity shall have been constituted. In this regard, such third party shall not be entitled to inherit any of the Service Provider's rights and obligations in terms of this Agreement, which will only be transferred to the new entity in writing by the City following the City's satisfaction and approval in writing of such new entity.

30.3 The Service Provider shall further notify the City of any material changes or circumstance which might have led the City to appoint the Service Provider to Provide the Goods and/or Services. In the event that any material change or circumstance occurs and the Service Provider fails to inform the City of such a change or circumstance, the Service Provider shall be deemed to have breached a material term of this Agreement and the City shall be entitled to cancel the Agreement on 1 (one) month's prior notice.

31 BREACH

31.1 Subject to clause 30.3 above, should either Party commit a breach of any term of this Agreement ("the Defaulting Party") then the affected party ("Aggrieved Party") shall be entitled to inform the Defaulting Party in writing to remedy such failure or default within 5 (five) Business Days and should the Defaulting Party fail to remedy the breach within 5 (five) Business Days after receipt of the notice the so Aggrieved

Party shall be entitled, without prejudice to any of its rights under this Agreement or law to:

- 31.1.1 immediately terminate this Agreement without giving written notice and claim damages (which shall include legal costs on an attorney/client scale); or
- 31.1.2 request specific performance and claim damages (which shall include legal costs on an attorney/client scale); or
- 31.1.3 impose penalties as provided for in clause 13 above.

32 EARLY TERMINATION

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

33 DISPUTES

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

- 33.1.1 the interpretation of the Agreement;
- 33.1.2 the performance of any of the terms of the Agreement;
- 33.1.3 any of the parties' rights and obligations;
- 33.1.4 any procedure to be followed;
- 33.1.5 the termination or cancellation or breach of this Agreement; or
- 33.1.6 the rectification or repudiation of this Agreement; then any Party may give the other Party written notice of such dispute, in which event the provisions below shall apply.

- 33.2 Within 7 (seven) days of the declaration of such dispute, the Parties representatives or their nominated persons shall meet in the spirit of goodwill and endeavour to resolve the dispute, failing which (and without prejudice to any other alternative dispute resolution to which the Parties may agree, either prior to or concurrently with arbitration) the provisions of this clause 33 shall apply.
- 33.3 If the Parties are unable to resolve the dispute within 14 (fourteen) days of the notice of the dispute (or such longer period as they may have agreed to in writing), then either Party may, on written notice to the other Party, require that the dispute be submitted to and decided by arbitration, in terms of the Arbitration Act, 42 of 1965 of South Africa (“the Arbitration Act”).
- 33.4 The arbitration shall be held under the provisions of the Arbitration Act provided that the arbitration shall be:
- 33.4.1 at any place which the Parties agree, in writing, to be mutually convenient.
 - 33.4.2 in accordance with such formalities and/or procedures as may be settled by the arbitrator and may be held in an informal and summary manner, on the basis that it shall not be necessary to observe or carry out the usual formalities of procedure, pleadings and/or discovery or respect rules of evidence.
- 33.5 If the arbitration is:
- 33.5.1 a legal matter, then the arbitrator shall be a practicing advocate or a practicing attorney of not less than 10 (ten) years' standing;
 - 33.5.2 an accounting matter, then the arbitrator shall be a practicing chartered accountant of not less than 10 (ten) years' standing;
 - 33.5.3 any other matter, then the arbitrator shall be any independent person agreed upon between the parties.

- 33.6 Should the Parties fail to agree on an arbitrator within 14 (fourteen) days after the arbitration has been demanded, then the arbitrator shall be nominated at the request of either of the Parties, by the president for the time being of the Law Society of the Northern Provinces.
- 33.7 Should the Parties fail to agree whether the dispute is of a legal, accounting or other nature within seven (7) days after the arbitration has been demanded, then it shall be deemed to be a dispute of a legal nature. 33.8 The arbitrator may:
- 33.8.1 investigate or cause to be investigated any matter, fact or thing which he considers necessary or desirable in connection with the dispute and for that purpose, shall have the widest powers of investigating all documents and records of any party having a bearing on the dispute;
 - 33.8.2 interview and question under oath the parties of any of their representatives;
 - 33.8.3 decide the dispute according to what he considers just and equitable in the circumstances; and
 - 33.8.4 make such award, including an award for specific performance, damages or otherwise, as he in his discretion may deem fit and appropriate. The arbitration shall be held as quickly as possible after it is requested, with a view to it being completed within thirty (30) days after it has been so requested.
- 33.9 The arbitrator's decision and award shall be in writing with reasons and shall be subject to appeal by either Party.
- 33.10 Subject to the provisions of clause 33.9 above, the arbitrators award may, on application by either Party to a court of competent jurisdiction and after due notice is given to the other Party, be made an order of court.
- 33.11 Notwithstanding the provisions of clauses 33.1, 33.2, 33.3, 33.4, 33.5, 33.6 and 33.7 above, in the event of either Party having a claim against the other Party for

a liquidated amount or an amount which arises from a liquid documents, or for an interdict or other urgent relief, then the other Party having such a claim shall be entitled to institute action therefore in a court of law rather than in terms of the above clauses, notwithstanding the fact that the other Party may dispute the claim.

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

34 LAWS AND JURISDICTION

34.1 This Agreement shall be governed by and interpreted according to the Law of the Republic.

34.2 Each Party submits to the exclusive jurisdiction of the South African courts in respect of any matter arising from or in connection with this Agreement including its termination. Each Party further consents to the jurisdiction of the High Court of South Africa (North Gauteng High Court (Pretoria)).

35 NOTICES AND COMMUNICATIONS

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

35.1.1 THE CITY:

Tshwane House
2nd Floor, Block D
320 Madiba Street Pretoria, 0001
Attention: _____
Telephone: _____

Fax: 086 214 9544

Email: _____

35.1.2 **THE SERVICE PROVIDER:**

Attention: _____

Telephone: _____

Fax: _____

Email: _____

35.2 Each Party shall be entitled from time to time, by written notice to the other Party, to vary its *domicilium* to any other address which is not a Post Office Box or a Poste Restante.

35.3 Any notice given and any payment made by any Party to another Party (hereinafter referred to as “the addressee”) which:

35.3.1 is delivered by hand during normal business hours of the addressee at the addressee’s *domicilium*, shall be deemed, until the contrary is proved by the addressee, to have been received by the addressee at the time of delivery;

35.3.2 is posted by prepaid registered post to the addressee at the addressee’s *domicilium* shall be deemed, until the contrary is proved by the addressee, to have been received on the 7th (seventh) day after the date of posting.

35.3.3 is sent by email or facsimile machine shall be deemed, until the contrary is proven by the addressee, to have been received within 1 (one) hour of transmission where it is transmitted during business hours of the

receiving instrument and at noon on the following business day (excluding Saturdays) where it is transmitted outside such business hours.

35.4 Any notice or communication required or permitted in terms of this Agreement shall be valid and effective only if in Writing but it shall be competent to give notice by facsimile.

35.5 Notwithstanding anything to the contrary in this Agreement a notice or communication actually received by one Party shall be an adequate notice or communication notwithstanding that it was not sent to or delivered at the chosen *domicilium citandi et executandi*.

36 GENERAL AND MISCELLANEOUS

36.1 SOLE RECORD OF AGREEMENT

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

36.2 NO AMENDMENT EXCEPT IN WRITING

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

36.3 WAIVERS

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

36.4 SURVIVAL OF OBLIGATIONS

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

36.5 APPROVALS AND CONSENTS

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

37 EXECUTION

- 37.1 This Agreement may be executed in several counterparts, which shall each be deemed an original, but all of which shall constitute one and the same instrument. A facsimile shall constitute a valid counterpart for all purposes hereunder.
- 37.2 The signatories to this Agreement by their signature warrant their authority to enter into this Agreement and the capacity of their principal, if signing in a representative capacity, to enter into this Agreement.

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

Witnesses

1.

2.

For and on behalf of **THE CITY
OF TSHWANE
METROPOLITAN MUNICIPALITY**

(duly represented by **Ms Mmaseabata
Mutlaneng**)

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

Witnesses

1.

2.

For and on behalf of

(duly represented by

_____)

ANNEXURE “A”

RESOLUTION OF THE BOARD

Resolution by the Board of Directors of
_____ (the “Company”) made at a meeting held
at _____ on _____ 20__.

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

RESOLVED:

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

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

Read and Confirmed

Chairman/Company Secretary

ANNEXURE “B”

SCOPE OF WORK AND DELIVERABLES

ANNEXURE “C”

PAYMENT TERMS