



City of Ekurhuleni

ENERGY

CONTRACT NUMBER: A-EE 11-2026

BID DOCUMENT

(IN COMPLIANCE WITH THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022 PUBLISHED IN
GOVERNMENT GAZETTE NO. 47452 OF 04 NOVEMBER 2022)

**APPOINTMENT OF ELECTRICAL ENGINEERING FIRMS FOR THE IMPLEMENTATION AND
MANAGEMENT OF ELECTRICITY METER PROCESSES, TECHNICAL AUDITS, REPAIRS/REPLACEMENTS
AND MAINTENANCE OF ELECTRICITY METERS FROM DATE OF AWARD UNTIL 30 JUNE 2029**

ISSUED BY:	PREPARED BY:	PREPARED FOR:
Department of Finance Tender Office Golden Heights, 141 Victoria Street, (Corner Victoria and F H Odendaal Streets) Germiston 1400 Use entrance at 65 FH Odendaal Street Email: Sduduzo.Sikhakhane@ekurhuleni.gov.za	Department: Energy Division: Revenue Services Energy Corporate Office Trichardt's Road BOKSBURG 1460 Mr. Eleck Valoyi Email: Eleck.Valoyi@ekurhuleni.gov.za	Department: Energy Energy Corporate Office Trichardt's Road BOKSBURG 1460 Mr. T. Thenga Email: Eleck.Valoyi@ekurhuleni.gov.za

NAME OF BIDDING ENTITY (FULL NAME, i.e., Pty (Ltd), Ltd, JV/CONSORTIUM, SOLE PROPRIETOR etc.) :

TELEPHONE NUMBER : _____

EMAIL ADDRESS : _____

FAX NUMBER : _____



**City of
Ekurhuleni**

CONTRACT NUMBER: A-EE 11-2026

APPOINTMENT OF ELECTRICAL ENGINEERING FIRMS FOR THE IMPLEMENTATION AND MANAGEMENT OF ELECTRICITY METER PROCESSES, TECHNICAL AUDITS, REPAIRS/REPLACEMENTS AND MAINTENANCE OF ELECTRICITY METERS FROM DATE OF AWARD UNTIL 30 JUNE 2029

CLOSING DATE:

24 JUNE 2026

10:00

To ensure that your bid is not exposed to invalidation, documents are to be completed in accordance with the conditions and bid rules contained in the bid documents.

Supporting documents must be sealed and externally endorsed, **CONTRACT NUMBER: A-EE 11-2026** and placed in **Bid Box Number ONE (01)**, Ground Floor, Golden Heights, 141 Victoria Street, (Corner Victoria and F H Odendaal Streets) Germiston 1400, Use entrance at 65 FH Odendaal Street, **not later than the closing date and time as advertised, at which hour the bids** will be opened in public in the Ground Floor, at above-mentioned address.

The lowest or any bid will not necessarily be accepted and the COE reserves the right not to consider any bid not suitably endorsed or comprehensively completed as well as the right to accept a bid in whole or part.

The following documents must be completed and signed where applicable and submitted as a complete set:

- | | | | | |
|-----|-------------|------------------------------------------------------------------------------------|---|-------|
| 1. | FORM OF BID | - Declaration | - | WHITE |
| 2. | FORM "A" | - Procurement Form of Bid | - | WHITE |
| 3. | FORM "B" | - Declaration of Interest | - | WHITE |
| 4. | FORM "C" | - Declaration for Procurement above R10 Million | - | WHITE |
| 5. | FORM "D" | - Declaration of Bidder's Past SCM Practices | - | WHITE |
| 6. | FORM "E" | - Certificate of Independent Bid Determination | - | WHITE |
| 7. | FORM "G" | - Declaration for municipal accounts | - | WHITE |
| 8. | FORM "H" | - Declaration for municipal accounts where bids are expected to exceed R10 million | - | WHITE |
| 9. | FORM "I" | - Specification | - | WHITE |
| 10. | FORM "J" | - Variations and Omissions | - | WHITE |
| 11. | FORM "K" | - Schedule of Prices | - | WHITE |
| 12. | FORM "L" | General Conditions of Contract | - | WHITE |
| 13. | FORM "M" | - Special Conditions and Undertakings | - | WHITE |
| 14. | FORM "N" | - Contract form - Rendering of services (Part 1) | - | WHITE |
| 15. | FORM "N" | - Contract form - Rendering of services (Part 2) | - | WHITE |

NOTICE TO BIDDERS

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.

A BID WILL BE REJECTED ON THE FOLLOWING GROUNDS:

1. In the event that bidders are **not compliant** with all applicable legislative requirements, as per CSD. National Treasury in partnership with the Provincial Treasury have developed municipalities and municipal entities with a Central Supplier Database (CSD) for the registration of prospective suppliers in line with Section 14(1) (b) of the Municipal Supply Chain Management Regulations (MSCMR). (Tax compliance will be dealt with in terms of MFMA Circular No. 90)
2. Non-compliance with the Municipal Supply Chain Management Regulations, 2005; i.e. All sections affecting the evaluation of the bid **must be indicated** on the bid document and must be **submitted and completed in full**. All bidder's information **must be accurate and correct**.
3. In the event of a **failure to complete** and **sign in full** the schedule of quantities as required.
4. In the event of there being **scratching out, writing over or painting out** rates or information, affecting the evaluation of the bid, **without initialling** next to the amended rates or information. However, in cases where the total amount (aggregated) has not been affected, the bid will still be acceptable.
5. In the event of the **use of** correction fluid (e.g., tippex), any erasable ink, or any erasable writing instrument (e.g., pencil) on sections affecting the evaluation process of the bid.
6. If the Bid **has not been properly signed** by a person having the authority to do so. (**Refer to Declaration**)
7. If the bidder **attempts to influence** or has in fact **influenced** the evaluation and/or awarding of the contract.
8. If there is any **misrepresentation**, on information, that affects evaluation and / or information or evidence submitted pertaining to specific goals.
9. If the bid has **either** been submitted in the wrong bid box **or** after the relevant closing date and time.
10. Non-submission of municipal account, not older than three months for the bidding entity or signed lease agreement or an Affidavit (in cases where the bidding entity does not own a property).
11. If any municipal rates and taxes or municipal service charges **owed** by the bidder or any of its directors/members to the municipality or municipal entity, or to any other municipality or municipal entity, **are in arrears for three months (if the value of the transaction is expected not to exceed R10 million (VAT included))** (unless if the bidder has attached proof of the payment arrangement of the arrears to the bid document as at the closing date of the submission of bids)
12. If any municipal rates and taxes or municipal service charges **owed** by the bidder or any of its directors/members to the municipality or municipal entity, or to any other municipality or municipal entity, **are in arrears for more than 30 days (if the value of the transaction is expected to exceed R10 million (VAT included))** (unless if the bidder has attached proof of the payment arrangement of the arrears to the bid document as at the closing date of the submission of bids)
13. 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.

14. 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 a contract that would cause a conflict of interest.
15. If the bidder **is not registered** in the required CIDB contractor grading designation (category) or higher, **if required** in this bid documentation.
16. If the bidder or any of its 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.
17. If the bidder **has abused** the COE's Supply Chain Management System **and** action was taken in terms of paragraph 38 of the COE SCM Policy.
18. In the event of **non-submission of three (03) Annual Financial Statements** if the value of the transaction is expected to exceed R10 million (VAT included). In this regard, please note that:
 - 18.1. If a bidder is a registered company required by law to have its annual financial statements audited or independently reviewed in compliance with the requirements of the Companies Act ,Act No.71 of 2008, or any other law, audited or independently reviewed annual financial statements, as the case may be, prepared within six (6) months of the end of the bidders **most recent** financial year **together with** the audited or independently reviewed annual financial statements **for the two immediately preceding financial years**, unless the bidder was only established within the past three (3) years in which case **all** of its annual financial statements must be submitted.
 - 18.2. If a bidder is a registered close corporation, annual financial statements in compliance with the provisions of the Close Corporations Act, Act No. 69 of 1984, prepared within nine (9) months of the end of the bidders **most recent** financial year **together with** the annual financial statements **for the two immediately preceding financial years**, unless the bidder was only established within the past three (3) years in which case **all** of its annual financial statements must be submitted.
 - 18.3. If the bidder only commenced business within the past three years, the bidder **is required to submit** annual financial statements in compliance with the provisions of (18.1) and (18.2) above for each of its financial years since commencing business.
 - 18.4. If a bidder **is not required** by law to have its annual financial statements audited or independently reviewed, or is not a Close Corporation, then non-audited annual financial statements for the periods referred to above **must be submitted**. Further that if no Annual Financial Statements are attached as requested above, the bid will be rejected
19. If the bidder has failed to submit ALL required documents as specified on the bid document.
20. If the following have not been **fully completed** and **signed**:

FORM OF BID	- General Declaration
FORM "B"	- Declaration of Interest
FORM "C"	- Declaration for Procurement above R10 Million (if applicable)
FORM "D"	- Declaration of Bidder's Past SCM Practices
FORM "E"	- Certificate of Independent Bid Determination
FORM "G"	- Declaration for municipal accounts
FORM "H"	- Declaration for municipal accounts where bids are expected to exceed R10 million

NOTE:

1. IN THIS DOCUMENT AND OTHER DOCUMENTS REFERRED TO BUT NOT ATTACHED, THE FOLLOWING WORDS ARE SYNONYMOUS WITH EACH OTHER.

- 1.1. CLIENT, EMPLOYER, CITY OF EKURHULENI (CoE).
- 1.2. BID, TENDER AND VARIATIONS THEREOF
- 1.3. JOINT VENTURE / CONSORTIUM

2. **Very important notice:** Bidders must note that only information filled in at the spaces provided therefore in the bid document will be considered for evaluation purposes unless additional space is required and then only if the location of the additional information in the attachments is properly referred to by page number and section heading. Information supplied anywhere else will be disregarded which **may** lead to the rejection of the bid.
3. **The attachment or inclusion of information not specifically asked for is not desirable and lead to delays in the awarding of bids. This includes Company Profiles and CV's if not specifically requested.**

PLEASE NOTE POSSIBLE AMENDMENTS/ADDENDUM MAY BE ADVERTISED ON THE CoE WEBSITE. IT REMAINS THE RESPONSIBILITY OF THE BIDDER TO CHECK THE COE WEBSITE DAILY AND TO RAISE ANY ENQUIRIES REGARDING THE BID TO THE RELEVANT CONTACT PERSON BEFORE THE CLOSING DATE. NO COMMUNICATION WILL BE ALLOWED AFTER THE CLOSING OF THE BID

THE LIST OF SUCCESSFUL AND UNSUCCESSFUL BIDDERS WILL BE PUBLISHED ON THE CITY'S WEBSITE.

PLEASE NOTE THAT ALL BID DOCUMENTS ARE ALSO AVAILABLE FOR DOWNLOAD ON OUR WEBSITE FOR FREE IN ANY COLOUR PAPER.

PLEASE NOTE EXTENSION OF VALIDITY (IF APPLICABLE) WILL BE ADVERTISED ON THE CoE WEBSITE.

IT REMAINS THE RESPONSIBILITY OF THE BIDDER TO CHECK THE CoE WEBSITE DAILY FOR ANY EXTENSION OF VALIDITY PUBLISHED.

ADVERTISED IN: SOWETAN
PUBLISHING DATE: 22 MAY 2026

CITY OF EKURHULENI

Bids are hereby invited for the following:

ENERGY

Revenue Services

<u>CONTRACT NO.:</u>	<u>DESCRIPTION:</u>	<u>CLOSING DATE:</u>
A-EE 11- 2026	APPOINTMENT OF ELECTRICAL ENGINEERING FIRMS FOR THE IMPLEMENTATION AND MANAGEMENT OF ELECTRICITY METER PROCESSES, TECHNICAL AUDITS, REPAIRS/REPLACEMENTS AND MAINTENANCE OF ELECTRICITY METERS FROM DATE OF AWARD UNTIL 30 JUNE 2029	24 JUNE 2026

Bidders must note that this bid may be awarded to more than one bidder.

Acceptable bids will be evaluated by using a system that awards points on the basis of **90 points** for bid price and a maximum of **10 points** for Specific Goal/s.

Tax compliance will be dealt with in terms of MFMA Circular No. 90

Please note that all bid documents are available for download on our website for free in any colour paper

Bids are to be completed in accordance with the conditions and bid rules contained in the bid documents and supporting documents must be sealed and externally endorsed with the **CONTRACT NUMBER AND DESCRIPTION** and placed in bid **box number ONE (01)**, on the Ground Floor, Golden Heights, 141 Victoria Street, (Corner Victoria and F H Odendaal Streets) Germiston 1400, Use entrance at 65 FH Odendaal street, not later than **10:00 on 24 JUNE 2026**. Bids will be opened immediately thereafter, in public, in the Conference Room, Ground Floor, at above-mentioned address. **All bids shall hold good for 120 days as from the closing date of bids.**

Bids which are not received and/or deposited **in the specified bid box before 10:00** on the closing date for the bid mentioned hereinbefore, **will be marked as late bids and such bids shall in terms of the SCM Policy of the City of Ekurhuleni, not be considered by the Council as valid bids.**

Enquiries must be directed to Mr. Eleck Valoyi at e-mail address Eleck.Valoyi@ekurhuleni.gov.za

Bidder's attention is specifically drawn to the provisions of the bid rules which are included in the bid documents. The lowest or any bid will not necessarily be accepted and the Council reserves the right not to consider any bid **not suitably endorsed or comprehensively completed**, as well as the right to accept a bid in whole or part. **Bids completed in pencil will be regarded as invalid bids. Bids may only be submitted on the documentation provided by the COE.**

TELEFAX OR E-MAIL BIDS ARE NOT ACCEPTABLE

**MR. K. LERUTLA
CITY MANAGER
COE**

MBD 1: PART A: INVITATION TO BID					
YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CITY OF EKURHULENI					
BID NUMBER:	A-EE 11-2026	CLOSING DATE:	22 MAY 2026	CLOSING TIME:	10:00
DESCRIPTION	APPOINTMENT OF ELECTRICAL ENGINEERING FIRMS FOR THE IMPLEMENTATION AND MANAGEMENT OF ELECTRICITY METER PROCESSES, TECHNICAL AUDITS, REPAIRS/REPLACEMENTS AND MAINTENANCE OF ELECTRICITY METERS FROM DATE OF AWARD UNTIL 30 JUNE 2029				
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)					
GOLDEN HEIGHTS					
141 VICTORIA STREET (CORNER VICTORIA AND F H ODENDAAL STREETS) Use entrance at 65 FH Odendaal Street					
GERMISTON					
1400					
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 ORIGINAL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS VERIFICATION CERTIFICATE/ ORIGINAL SWORN AFFIDAVIT OR CERTIFIED COPY OF THE SWORN AFFIDAVIT OR A CERTIFIED COPY THEREOF (FOR EMES& QSEs) OR A CERTIFICATE FROM THE COMPANIES AND INTELLECTUAL PROPERTY COMMISSION (CIPC) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS (if applicable)]					
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	Finance		CONTACT PERSON	Eleck Valoyi.	
CONTACT PERSON	Sduduzo Sikhakhane		TELEPHONE NUMBER	N/A	
TELEPHONE NUMBER	N/A		FACSIMILE NUMBER	N/A	
FACSIMILE NUMBER	N/A		E-MAIL ADDRESS		
E-MAIL ADDRESS	Sduduzo.Sikhakhane@ekurhuleni.gov.za		Eleck.Valoyi@ekurhuleni.gov.za		

MBD 1: PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>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.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>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.</p>

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:

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY

FORM OF BID

CITY OF EKURHULENI

CONTRACT NUMBER: A-EE 11-2026

APPOINTMENT OF ELECTRICAL ENGINEERING FIRMS FOR THE IMPLEMENTATION AND MANAGEMENT OF ELECTRICITY METER PROCESSES, TECHNICAL AUDITS, REPAIRS/REPLACEMENTS AND MAINTENANCE OF ELECTRICITY METERS FROM DATE OF AWARD UNTIL 30 JUNE 2029

GENERAL DECLARATION:

To: The City Manager
CITY OF EKURHULENI
Private bag X1069
GERMISTON
1400

Sir/Madam,

I/We, the undersigned (hereinafter referred to as "the bidder"):

- (a) bid to supply and deliver to the CITY OF EKURHULENI [hereinafter referred to as "the COE"] all or any of the supplies and to render all or any of the articles, goods, materials, services or the like described both in this and the other Schedules to this Contract;*
- (b) agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this bid document, regarding delivery and execution;*
- (c) further agree to be bound by those conditions, set out in, "FORM OF BID AND FORMS A - N", attached hereto, should this bid be accepted in whole or in part;*
- (d) confirm that this bid may only be accepted by the COE by way of a duly authorised Letter of Acceptance;*
- (e) declare that we are fully acquainted with the Bid document and Schedules, and the contents thereof and that we have signed the Bill of Quantities and completed the Returnable Schedules and declarations, attached hereto;*
- (f) declare that all amendments to the bid document have been initialled by the relevant authorised person and that the document constitutes a proper contract between the COE and the bidder;*
- (g) certify that the item/s mentioned in the bid document, qualifies/qualify for the preference(s) shown;*
- (h) acknowledge that the information furnished is true and correct;*
- (i) accept that in the event of the contract being awarded as a result of preference claimed in this bid document, I may be required to furnish documentary proof to the satisfaction of the COE that the claims are correct. If the claims are found to be inflated, the COE may, in addition to any other remedy it may have, recover from me all cost, losses or damages incurred or sustained by the COE as a result of the award of the contract and/or cancel the contract and claim any damages which the COE may suffer by having to make less favourable arrangements after such cancellation;*

- (j) declare that no municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three (3) months; and
- (k) declare that I have not failed to perform satisfactorily during the last five (5) years on a previous contract with the Municipality, Municipal entity or any other organ of state, after written notice was given to me that my performance was unsatisfactory.
- (l) declare that the signatory to the bid document is duly authorised; and
- (m) agree that documentary proof regarding any tendering issue will, when required, be submitted to the satisfaction of the COE.
- (n) declare that the Broad-Based Black Economic Empowerment Certificate submitted herewith is based on true and accurate information and has been obtained from a duly accredited verification agency (or, in the case of an Exempted Micro-Enterprise(EME) and a Qualifying Small Enterprise (QSE) declare that the submitted Original Sworn Affidavit/ Certified copy of the sworn affidavit or a certified copy thereof or a certificate from the Companies and Intellectual Property Commission (CIPC) confirming their annual total revenue is true and correct)
- (o) declare that the following responses to be true and correct:
 Does the bidder have participation in the submission of any other offer for the supplies/services described in the attached documents?
 (Tick applicable box)

YES	NO

If YES, the following information must be supplied:

1. The name(s) of the other Bidder(s) involved
2. The full details of the Bidder(s) participation

(p) declare that all of the information furnished is true and correct

Signed _____ at.....this.....day
of.....
20.....

Name of Authorised Person: _____

Authorised Signature: _____

Name of Bidding Entity: _____

Date: _____

As witness: 1.

PLEASE NOTE:

- *The prices at which bidders are prepared to supply the goods and materials or perform the services must be placed in the column on the Form provided for that purpose.*
- Bidders must sign the Form of Bid as well as Form "K" (Schedule of Prices) attached to this bid document in full and on acceptance of a bid by the COE, the Conditions of Contract, Special Conditions, Specifications, Declarations and Schedule of Prices, attached hereto shall be deemed to be the conditions of Contract between the parties.
- If particulars required in respect of the bid have not been completed the bid will be rejected , except, if only proof of specific goal/s claimed as provided for in Regulation 4 and 5 of The Preferential Procurement Regulations 2022, is not submitted, the bid will not be disqualified but no preference points will be awarded.
- In the event of the use of correction fluid (e.g., tippex), any erasable ink, or any erasable writing instrument (e.g., pencil) the bid will be rejected.

NAME OF BIDDING ENTITY

FORM “A”

CITY OF EKURHULENI

CONTRACT NUMBER: A-EE 11-2026

APPOINTMENT OF ELECTRICAL ENGINEERING FIRMS FOR THE IMPLEMENTATION AND MANAGEMENT OF ELECTRICITY METER PROCESSES, TECHNICAL AUDITS, REPAIRS/REPLACEMENTS AND MAINTENANCE OF ELECTRICITY METERS FROM DATE OF AWARD UNTIL 30 JUNE 2029

PROCUREMENT FORM

ADJUDICATION OF BIDS

Bids are adjudicated in terms of COE Supply Chain Management Policy, and the following framework is provided as a guideline in this regard.

1. Technical adjudication and Minimum Requirement

Bids will be adjudicated in terms of inter alia:

- Compliance with bid conditions
- Technical specifications

If the bid does not comply with the bid conditions or technical specifications, the bid shall be rejected. **See page 3 to 5 examples.**

2. Infrastructure and resources available – Plant and Equipment (owned or leased)

Evaluation of the following in terms of the size, nature and complexity of goods and/or services required:

- **Physical facilities**
- **Plant and equipment available for the contract owned by the bidder**
- **Plant and equipment the bidder intends lease, should the contract be awarded to him.**

3. Size of enterprise

Evaluation of the bid’s position in terms of:

- Previous and expected current annual turnover

4. Staffing profile

Evaluation of the bid’s position in terms of:

- **Staff available for this contract being bided for**
- **Qualifications and experience of key staff to be utilised on this contract.**

5. Previous experience/Capability/Company Experience

Evaluation of the bid’s position in terms of his previous experience. Emphasis will be placed on the following:

- Experience in the relevant technical field
- Experience of contracts of similar size
- Some or all of the references will be contacted to obtain their input.

6. Financial ability to execute the contract

Evaluation of the bid's financial ability to execute the contract. Emphasis will be placed on the following:

- **Proof of Access to Credit or Financing**
- **Bank Statement(s)**
- **Funding Commitments from Development Finance Institutions (DFIs)**

Bidders must demonstrate adequate financial capacity to execute the contract. As proof of financial ability, bidders may submit **ONE (1)** of the following, issued by a registered financial institution, including but not limited to commercial banks, development finance institutions (DFIs), cooperative banks, or registered credit providers. **Bidders must demonstrate access to a minimum financial capacity**

Registered financial institutions include, but are not limited to, South African commercial banks (e.g., Standard Bank, ABSA, FNB, Nedbank, Capitec), development finance institutions (e.g., IDC, SEFA, NEF, DBSA, Land Bank), cooperative banks registered with the Co-operative Banks Development Agency (CBDA), and duly registered credit providers under the National Credit Act. Bidders may submit proof from any legally registered financial institution of their choice.

The City of Ekurhuleni may, prior to award, request updated financial information and re-verify the bidder's financial ability to confirm access to the required funds

7. Central Supplier Database (CSD)

In the event that bidders are not compliant with all applicable legislative requirements, as per CSD. National Treasury in partnership with the Provincial Treasuries have developed municipalities and municipal entities Central Supplier Database (CSD) for the registration of prospective suppliers in line with Section 14(1) (b) of the Municipal Supply Chain Management Regulations (MSCMR). (Tax compliance will be dealt with in terms of MFMA Circular No. 90)

NB:

If the bid does not meet the requirements contained in the COE Supply Chain Management Policy, and the mentioned framework, it shall not be considered an acceptable bid and shall be rejected by the Municipality and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation.

8. Adjudication using a Points System

Acceptable bids will be evaluated using a system that awards points on the basis of bid price and specific goal/s. Failure on the part of a bidder to submit proof of specific goal/s claim will be interpreted to mean that preference points for specific goal/s are not claimed.

For bids with a bid amount equal to or above R2 000 and up to a Rand value of R 50 million (all applicable taxes included) a maximum of 80 points is allocated for price and a maximum of 20 points for specific goal/s points. For bids with a bid amount above R 50 million (all applicable taxes included) a maximum of 90 points is allocated for price and a maximum of 10 points for specific goal/s points.

The Municipality shall award the Contract to the Bidder obtaining the highest number of points for Price and specific goal/s calculated in accordance with the Preferential Procurement Regulations, 2022, unless there are grounds to justify the award to another bidder, in accordance with the provisions of Section 2 (f) of the Preferential Procurement Policy Framework Act, Act No. 5 of 2000.

9. PREFERENTIAL PROCUREMENT REGULATIONS (PPR) 2022 DEFINATION OF PRICE APPLICATION

The price used for evaluation of tenders is the price inclusive of all applicable taxes as per regulation 4(1) and 5(1). All applicable taxes certainly will include Value Added Tax (VAT), where applicable, and any other taxes as may be imposed through legislation. Whatever the nature of the tax, it should be included in the price submitted.

It is emphasized that mandatory registration for VAT is a legislative requirement once enterprises exceed R1 million in sales within a 12-month period. Other enterprises may elect voluntary registration for VAT even if they do not meet the mandatory threshold for registration.

10. Evaluation on Functionality

10.1 Evaluation on Functionality shall be in accordance with the CoE Supply Chain Management Policy as follows:

When functionality will be evaluated the following shall be clearly specified in the invitation to quote/bid:

- Evaluation criteria for measuring functionality
- Weight of each criterion
- Applicable values
- Minimum qualifying score for functionality.
- Respondents that have achieved the minimum qualification score for functionality shall be evaluated further on price and preference points.
- Respondents that did not achieve the minimum qualification score for functionality shall be eliminated from further evaluation.

10.2 Accordingly, where an invitation to submit a tender indicates that the tender will be evaluated on functionality, all acceptable bids submitted shall be firstly evaluated on functionality and, all acceptable bids that achieve the minimum score for functionality, as indicated in the tender invitation, shall be further evaluated in terms of the points system referred to above.

11. Remedies

The City Manager must act in terms of Regulation 9 of the Preferential Procurement Policy Regulations, 2022, in circumstances contemplated in Regulation 9 (1) which is outlined below;

(9)(1) If an organ of state is of the view that a tenderer submitted false information regarding a specific goal/s, it must—

(a) inform the tenderer; accordingly, and

(b) give the tenderer an opportunity to make representations within 14 days as to why the tender may not be disqualified or, if the tender has already been awarded to the tenderer, the contract should not be terminated in whole or in part.

(2) After considering the representations referred to in subregulation (1) (b), the organ of state may, if it concludes that such information is false—

(a) disqualify the tenderer or terminate the contract in whole or in part; and

(b) if applicable, claim damages from the tenderer.

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

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 equal to or above R2 000 and up to R50 million (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 million (all applicable taxes included).
 - an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system;
 - or (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system.
- 1.2 The value of this bid is estimated to exceed R50 million (all applicable taxes included) and therefore the (90/10) system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price; and
 - (b) Specific goal/s.
- 1.3.1 The maximum points for this bid are allocated as follows:
- | | POINTS |
|-------------------------------------------------------------------|---------------|
| 1.3.1.1 PRICE | (90). |
| 1.3.1.2 SPECIFIC GOAL/S | (10). |
| Total points for Price and Specific Goal/s must not exceed | 100 |
- 1.4 Failure on the part of a bidder submit proof of specific goal/s claim will be interpreted to mean that preference points for specific goal/s are not claimed.
- 1.5. 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

- 2.1. **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2. **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;
- 2.3. **“specific goals”** means specific goals as contemplated in section 2(1) (d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in *Government Gazette* No. 16085 dated 23 November 1994;

- 2.4. **“Historically Disadvantaged Individual (HDI)”** means any person, category of persons or community, disadvantaged by unfair discrimination before the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993) came into operation. **(Please Note: Historically Disadvantaged Individuals includes women and persons with disabilities)**
- 2.5. **“Youth”** means an individual between the ages of 18 and 35.
- 2.6. **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.7. **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.8. **“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;
- 2.9. **“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;
- 2.10. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.11. **“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;
- 2.12. **“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;
- 2.13. **“non-firm prices”** means all prices other than “firm” prices;
- 2.14. **“person”** includes a juristic person;
- 2.15. **“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;
- 2.16. **“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;
- 2.17. **“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;
- 2.18. **“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
- 2.19. **“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.
- 2.20. **“Share Certificate”** a physical, written document signed by the Directors of a Company, and serves as legal proof of each Director's shareholding / ownership in the Company.
- 2.21. **Annual turnover: EME (0 – R 10 000 000), QSE (R 10 000 000 – R 50 000 000) and Generic (> R 50 000 000) NB: Indicate which Financial Year was used to determine annual turnover/assess the BBBEE certificate or Sworn Affidavit**

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points may 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 Specific goal/s.
- 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 Specific goal/s, 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:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \mathbf{or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \end{array}$$

Where:

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

4.2 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS FOR TENDERS FOR INCOME-GENERATING CONTRACTS

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ P_s = 80 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right) & \mathbf{or} & P_s = 90 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right) \end{array}$$

Where:

- P_s = Points scored for comparative price of bid under consideration
 P_t = Comparative price of bid under consideration
 P_{\max} = Comparative price of highest acceptable tender.

5. Points awarded for Specific Goal/s

5.1 In terms of Regulation 4 (1) and 5 (1) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the Specific Goal/s in accordance with the table below:

SPECIFIC GOAL REQUIREMENT	EVIDENCE REQUIRED	POINTS ALLOCATED
QSE	Original Sworn Affidavit /Certified Copy of the Sworn Affidavit or Original / Certified Copy of the BBBEE Certificate	3
Enterprise situated within the Ekurhuleni demarcation.	Municipal Account or Lease Agreement or Affidavit – must be in the name of the Enterprise NB: Municipal Account must not be older than 3 months	5
An enterprise which is at least 50% owned by Historically Disadvantaged Individuals	Identity document (certified not older than 6 months)	2
	Company Share Certificate or Directorship Composition from CIPC or a Member's Interest Certificate for a Registered CC	
	Identity document and Original/Certified Medical Certificate (certified not older than 6 months) with the following information: <ul style="list-style-type: none"> a) Name of practitioner, b) Practitioner number, c) Doctor's contact details, d) Details of the condition, e) Date, f) Signature, g) Stamp and h) Patient's name. 	
TOTAL SPECIFIC GOAL POINTS		10

NB: if bidders do not complete information or submit evidence required for the above table they will not be awarded any specific goals points. All evidence MUST be submitted at bid closure and MUST be valid at the close of bid for point's allocation purposes.

5.2 In order to obtain specific goal/s points in terms of the provisions of Regulations 4(2) or 5(2) of the Preferential Procurement Regulations, 2022, the bidder must submit proof of specific goal/s claimed.

5.3 A trust, consortium or joint venture will qualify for points for the specific goals selected as a legal entity, provided that the entity meets the specific goals requirement.

5.4 A trust, consortium or joint venture, will qualify for points 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.(if applicable)

5.5 Tertiary institutions and public entities will be required to submit their proof of specific goal/s claimed.

5.6 A person awarded a contract may not sub-contract more than 30% of the value of the contract to any other enterprise.

6. BID DECLARATION

6.1 Bidders who claim points in respect of specific goal/s must complete the following:

SPECIFIC GOAL	EVIDENCE	POINTS CLAIMED
1.		
2.		
3.		
4.		

7. SPECIFIC GOAL/S CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 **SPECIFIC GOAL/S:** = (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 submitted proof as indicated above)

8 DECLARATION WITH REGARD TO BIDDING ENTITY

8.1 Name of bidding entity;

8.2 VAT registration number:

8.3 Registration number of bidding entity:

8.4 TYPE OF ENTITY

[TICK APPLICABLE BOX]

- Partnership/Joint Venture / Consortium
- One-person business/sole proprietor
- Close corporation
- Company
- Trust
- Other (specify)

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 CLASSIFICATION

[TICK APPLICABLE BOX]

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

8.7 MUNICIPAL INFORMATION

Municipality where business is situated
Consumer Account Number
Stand Number

8.8 TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS AND REGISTRATION DETAILS?

Date of Registration.....;
Date on which bidder commenced business, if different from date of registration.....

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the bidder, certify that the points claimed, based on the specific goal/s indicated in paragraph 7 of the foregoing certificate, qualifies the bidder 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 it is detected that false information regarding the specific goal/s, local production content, or any other matter which will affect or has affected the evaluation of the tender, or where the tender has failed to declare any subcontracting arrangements, 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/ contractor, its shareholders and/or directors, or only the shareholders and/or 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 BIDDER(S)

DATE:

ADDRESS:

.....

GENERAL INFORMATION TO BE SUPPLIED BY THE BIDDER:

INFORMATION OF BIDDING ENTITY

1. Details of Bidding Entity

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER

CODE.....NUMBER.....

CELLPHONE NUMBER

FACSIMILE NUMBER

CODE..... NUMBER.....

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

TCS PIN NUMBER

HAS PROOF OF SPECIFIC GOAL/S CLAIMED BEEN SUBMITTED?

(Tick applicable box)

YES	NO

ARE YOU THE ACCREDITED REPRESENTATIVE?
IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED?
(Tick applicable box)

YES	NO

(IF YES ENCLOSE PROOF)

2. Legal entity: Mark with an **X**.

Sole proprietor	
Partnership	
Close corporation	
Company	
Joint venture/ Consortium	
Trust	
Tertiary Institution	
Public Entity	

3. In the case of a Joint venture/ Consortium, provide details on joint venture/ consortium partners:

Joint venture/Consortium member	Type of entity (as defined above)

4. Income tax reference number: **(COMPULSORY)**
(In the case of a joint venture/consortium, provide for all joint venture/consortium members)

5. VAT registration number **(COMPULSORY)**:
(In the case of a joint venture/consortium, provide for all joint venture/consortium members)

6. Company, close corporation, or trust registration number (**COMPULSORY**):
(In the case of a joint venture, provide for all joint venture members)

7. Details of proprietor, partners, closed corporation members, company directors, or trustees indicating technical qualifications where applicable (Form on the next page).
8. For joint ventures/ consortiums the following must be attached:
- Written authority **of each JV / consortium partner**, for authorized signatory.
 - The joint venture/ consortium agreement.
9. For Trusts the following must be attached
- a. Certified copy of the trust deed;
 - b. Certified copies of the Letters of Authority issued in terms of S6 of the Trust Property Control Act, Act No.57 of 1988
 - c. Certified copy of the resolution of the trustees of the trust authorising the signatory to sign the bid on behalf of the trust

SIGNATURE OF AUTHORIZED PERSON :

DATE :

DETAILS OF BIDDING ENTITY'S BANK

If the bidder is a Joint Venture or partnership, the information requested below is required for each member / partner.

I/We hereby authorize the Employer/Engineer to approach all or any of the following banks for the purposes of obtaining a financial reference:

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO BIDDER
Name of bank	
Contact person	
Branch name	
Branch code	
Street address	
Postal address	
Telephone number	()
Fax number	()
Account number	
Type of account, (i.e. cheque account)	

NAME OF BIDDING ENTITY

JOINT VENTURE/ CONSORTIUM INFORMATION

(Complete only if applicable)

The parties hereto form a Joint Venture/ Consortium for the purpose of jointly bidding and obtaining the award of contract for APPOINTMENT OF ELECTRICAL ENGINEERING FIRMS FOR THE IMPLEMENTATION AND MANAGEMENT OF ELECTRICITY METER PROCESSES, TECHNICAL AUDITS, REPAIRS/REPLACEMENTS AND MAINTENANCE OF ELECTRICITY METERS FROM DATE OF AWARD UNTIL 30 JUNE 2029 and of jointly performing such contract.

The share of the partners in the Joint Venture/ Consortium shall be:

Full Name and address of Lead enterprise

..... %

.....

Full Name and address of 2nd enterprise

..... %

.....

Full Name and address of 3rd enterprise

..... %

.....

The Lead Partner is hereby authorised to incur liabilities, receive instructions, payments, sign all documents in connection with the bid, and to be responsible for the entire execution and administration of the contract for and on behalf of the partners.

The parties hereto shall make available to the Joint Venture/ Consortium the technical advice and benefit of their individual experience and shall, in all other respects, endeavour to share the responsibility and burden of the performance of the Joint Venture/ Consortium.

To this end the parties hereto shall share, in the above proportions, in all risks and obligations arising out of or in connection with the Contract, especially in the provisions of all necessary working capital and guarantees, in profit and loss and personnel.

The Lead Partner shall supply, in its name, the necessary insurance prescribed for the industry and such other insurance as may be prescribed by the COE, for the amount and period as stated in the Contract Data.

The Joint Venture/ Consortium may not be terminated by any of the parties hereto until either:

The contract has been awarded to another bidder

Or

The work undertaken by the Joint Venture/ Consortium under the contract has been completed and all liabilities and claims incurred by and made by the Joint Venture/ Consortium have been settled, the bid is cancelled or the period of validity of bid extended.

No party to the Agreement shall be entitled to sell, assign or in any manner encumber or transfer its interest or any part thereof in the Joint Venture/ Consortium without obtaining the prior written consent of the other party hereto.

The Parties of the Joint Venture/ Consortium shall cooperate on an exclusive basis. No Party shall during the validity period of the bid submit a bid to or enter into a Contract with the COE or any other party for the Project, either alone or in collaboration with a third party.

Authorised Signature Lead Partner.....

Name

Designation

Signed at..... on

Authorised Signature of 2nd Partner.....

Name

Designation

Signed at..... on

Authorised Signature of 3rd Partner.....

Name

Designation

Signed at..... on

(ALL SIGNATORIES SHALL CONFIRM THEIR AUTHORITY BY ATTACHING TO THE LAST PAGE OF THE BID, ORIGINAL OR CERTIFIED COPIES OF DATED AND SIGNED RESOLUTIONS OF THE MEMBERS/DIRECTORS/PARTNERS AS THE CASE MAY BE.)

In the event that there are more than 3 Joint Venture/Consortium partners, additional page/s may be added in order to furnish the requested information and authorised signatures

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

Physical facilities

Description	Address	Area (m ²)

Infrastructure and resources available – Plant and Equipment (owned or leased)

Provide information on plant / equipment that you have available for this project. Attach details if the space provided is not enough.

NB: PLEASE INDICATE QUANTITY ON THE NUMBER OF UNITS COLUMN IN ORDER TO BE EVALUATED

Description: Owned Plant / Equipment	Number of units

Description: Owned Plant / Equipment	Number of units

Description: Hired Plant / Equipment	Number of units

FOR EVALUATION PURPOSE (MUST BE COMPLETED) if applicable

APPLICABLE FOR BIDS BELOW R 10 000 000 (including Vat)

Size of enterprise

What was your turnover in the previous financial year? **R** _____

What is the estimated turnover for your current financial year? **R**

SMME STATUS - (COMPULSORY)

TO BE COMPLETED FOR STATISTICAL PURPOSES ONLY AND WILL NOT BE USED FOR EVALUATION PURPOSES

Provide details on the following.

Sector/Sub-Sector in accordance with the Standard Industrial Classification	
Total Full-time Equivalent of paid Employees	
Total Annual Turnover	
Total Gross Asset Value	
Size or Class (Medium, Small, Very Small, Micro)	

NOTE: If all of the above does not adhere to the definition of a single class, use the total Annual Turnover only to decide on the class.

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY

EQUITY OWNERSHIP – (COMPULSORY)

List all partners, shareholders or members of bidding entity by name, identity number, citizenship, gender, race, HDI status and ownership.
In the case of a Joint Venture, Consortium or Partnership complete an “Equity ownership” for each member.

Name and Surname	Position occupied in Enterprise	Identity number	Citizen-ship	Gender Male / Female	Race	HDI Status (Y/N)	%Owned by HDI's	% Owned by Women		% Owned by Disabled
								Black	White	

PLEASE NOTE

KINDLY ATTACHED COPIES OF IDENTITY DOCUMENTS OF THE ABOVEMENTIONED MEMBERS

CERTIFICATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS EQUITY OWNERSHIP IS CORRECT.

**I ACCEPT THAT THE STATE AND/OR THE COE MAY ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidding Entity

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

Proposed Key Personnel

Provide information on key staff you intend utilising on this contract, should it be awarded to you. (In case of engineering construction projects key staff is defined as staff of foreman level and above)

DESIGNATION	NAME & SURNAME	NATIONALITY	SUMMARY OF			
			QUALIFICATIONS	NQF Level	NUMBER OF YEARS OF EXPERIENCE	EXPERIENCE AND PRESENT OCCUPATION
Accountant						
Audit or QA inspector on prepayment and direct driven conventional meter installations below 150A						
Audit or QA inspector on prepayment and direct driven conventional meter installations below 150A						
Audit or QA inspector on prepayment and direct driven conventional meter installations below 150A						

DESIGNATION	NAME & SURNAME	NATIONALITY	SUMMARY OF			
			QUALIFICATIONS	NQF Level	NUMBER OF YEARS OF EXPERIENCE	EXPERIENCE AND PRESENT OCCUPATION
Audit or QA inspector on prepayment and direct driven conventional meter installations below 150A						
Audit or QA inspector on prepayment and direct driven conventional meter installations below 150A						
Audit or QA inspector on prepayment and direct driven conventional meter installations below 150A						
Audit or QA inspector on prepayment and direct driven conventional meter installations below 150A						
Audit/Quality Assurance inspector on CT and CT-VT driven conventional meter installations above 150A						
Audit/Quality Assurance inspector on CT and CT-VT driven conventional meter installations above						

DESIGNATION	NAME & SURNAME	NATIONALITY	SUMMARY OF			
			QUALIFICATIONS	NQF Level	NUMBER OF YEARS OF EXPERIENCE	EXPERIENCE AND PRESENT OCCUPATION
150A						
Auditor of inaccurate or missing AMR data.						
Data Analyst or Programmer						
GIS Specialist						
Meter Installation Engineer						
Repair Project Engineer						
Metering Specialist (AMR Manager)						
Project Manager (Meter Reading & credit control)						

DESIGNATION	NAME & SURNAME	NATIONALITY	SUMMARY OF			
			QUALIFICATIONS	NQF Level	NUMBER OF YEARS OF EXPERIENCE	EXPERIENCE AND PRESENT OCCUPATION
<u>REQUIRED DOCUMENTS:</u>						
BIDDER MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THE BID:						
Infrastructure and resources available – Plant and Equipment (owned or leased)						
<ul style="list-style-type: none"> - Proof of ownership or lease agreement or letter of intent to lease signed by the lessor for one each of the following: - Proof of ownership of lessor’s vehicles must be submitted - The lease agreement or letter of intent must explicitly list the required Infrastructure and resources available, for one each of the following: - Cherry Picker test certificate 						
<ul style="list-style-type: none"> • Five (5) Light-Duty Vehicles (LDVs) /Bakkies • 1 x 14m outreach cherry picker 						
Financial Ability (Ability to Deliver)						
<ol style="list-style-type: none"> 1. Proof of Access to Credit or Financing A letter/statement from a recognised financial institution confirming that the bidder has access to credit or financing of at least R6 000 000, which may include: <ul style="list-style-type: none"> ○ Overdraft facilities; OR ○ Revolving credit facilities; OR ○ Approved loan facilities; OR ○ Confirmation of available cash reserves. 						
OR						
<ol style="list-style-type: none"> 2. Bank Statement(s) <ul style="list-style-type: none"> ○ A stamped bank statement not older than one (1) month from the tender closing date, showing available funds of at least R6 000 000 						

DESIGNATION	NAME & SURNAME	NATIONALITY	SUMMARY OF			
			QUALIFICATIONS	NQF Level	NUMBER OF YEARS OF EXPERIENCE	EXPERIENCE AND PRESENT OCCUPATION
OR						
<p>3. Funding Commitments from Development Finance Institutions (DFIs) A confirmation or pre-approval letter from SEFA, IDC, NEF, Land Bank, DBSA, or any other registered DFI, indicating funding of at least R6 000 000</p>						
Staffing profile						
Accountant:						
<ul style="list-style-type: none"> • Copy of NQF Level 7 Degree in Accounting • CV demonstrating 3 years' experience in Accounting Field 						
7 x Audit/QA inspectors: Prepayment and direct driven conventional meter installations below 150A						
<ul style="list-style-type: none"> • Copy of a Valid Trade Test Certificate issued by the Department of Employment and Labour or the Department of Higher Education or equivalent accredited institution • Copy of Level One(1) or Two(2)First Aid Training Certificate • CV demonstrating One (1) year experience, in Auditing prepayment and direct driven conventional electricity meters installations below 150A 						
2 x Audit/Quality Assurance inspectors: CT and CT-VT driven conventional meter installations above 150A						
<ul style="list-style-type: none"> • Copy of a National Diploma NQF Level 6 - Electrical Engineering • Copy of Level One(1) or Two(2)First Aid Training Certificate • Copy of Certificate in Operating Regulations for High Voltage Systems (ORHVS) accredited by ESETA. • CV demonstrating Two (2) years' experience in inspection of CT and CT-VT driven conventional electricity meter installations above 150A 						
Auditor: inaccurate or missing AMR data						
<ul style="list-style-type: none"> • Copy of National Diploma NQF Level 6 - Electrical Engineering. • CV demonstrating Two (2) years' relevant experience in AMR, Auditing inaccurate and missing AMR Data. 						

DESIGNATION	NAME & SURNAME	NATIONALITY	SUMMARY OF			
			QUALIFICATIONS	NQF Level	NUMBER OF YEARS OF EXPERIENCE	EXPERIENCE AND PRESENT OCCUPATION
<p>Data Analyst/ Programmer:</p> <ul style="list-style-type: none"> • Copy of B Tech (Information Technology) NQF Level 7 • CV demonstrating Three (3) years' experience in data analysis and programming for Municipal billing systems, databases, reconciliations and Meter Management projects <p>GIS Specialist:</p> <ul style="list-style-type: none"> • Copy of National Diploma NQF Level 6 in Geographic Information Systems/Geoinformation Science. • CV demonstrating Three (3) years' experience in Geographic information system. <p>Meter Installation Engineer:</p> <ul style="list-style-type: none"> • Copy of Bachelors Degree or BTech NQF Level 7 in Electrical Engineering. • Copy of ECSA Registration Certificate as a Professional Engineer or Professional Technologist • CV demonstrating Three (3) years of experience in electricity meter installation projects, including new small power user AMR and prepayment meter installations, as well as meters for electrification projects <p>Repairs Project Engineer:</p> <ul style="list-style-type: none"> • Copy of Bachelors Degree or BTech NQF Level 7 in Electrical Engineering. • Copy of ECSA Registration Certificate as a Professional Engineer or Professional Technologist • CV demonstrating Three (3) years of experience in existing electricity meter repair projects, including maintenance and repair of AMR and prepayment meters <p>Metering Specialist (AMR Manager):</p> <ul style="list-style-type: none"> • Copy of Bachelors Degree or BTech NQF Level 7 in Electrical Engineering. • Copy of ECSA Registration Certificate as a Professional Engineer or Professional Technologist • CV demonstrating Three (3) years of experience in managing the installation and operation of electricity metering systems. Skilled in AMR, AMI, and prepayment 						

DESIGNATION	NAME & SURNAME	NATIONALITY	SUMMARY OF			
			QUALIFICATIONS	NQF Level	NUMBER OF YEARS OF EXPERIENCE	EXPERIENCE AND PRESENT OCCUPATION
<p>systems, including electricity tariff application and billing calculations. Experienced in working with large power users, with a strong ability to detect and analyze technical errors in bulk demand metering systems, including demand and unit readings, profile data, vector diagrams, power and load factor analysis, as well as CT and VT performance</p> <p>1 x Project Manager: (Meter Reading & credit control)</p> <ul style="list-style-type: none"> • Copy of Bachelors Degree or BTech NQF Level 7 in Electrical Engineering. • Copy of ECSA Registration Certificate as a Professional Engineer or Professional Technologist • CV demonstrating Three (3) years of experience in the management of electricity meter-related projects, including electricity meter reading and credit control <p>Please Note:</p> <ul style="list-style-type: none"> - Certified Copy/ies of Passport(s) with valid working permits for foreign nationals must be submitted with the bid. - All foreign qualifications must be SAQA (South African Qualifications Authority) accredited and proof of such SAQA accreditation must be attached for all foreign qualifications submitted with the bid. - All professional Registrations must be in good standing during the period of tender evaluation. - The City of Ekurhuleni reserves the right to verify the submitted documents. <p>Relevant previous Company Experience – Completed Project</p> <ul style="list-style-type: none"> • One (01) Appointment letter and corresponding signed reference letter on the Bidder's Client Letter Head (The appointment letter and corresponding signed reference letter must be from the client which the bidder provided the services to) with Contactable References from the bidder's previous client confirming relevant experience where the bidder has successfully performed both Electricity Meter installation Management AND the Management of AMR Meter Reading Data(not less than 3 000 AMR meters <u>and</u> not less than 50 000 small power users(Prepayment and conventional meters)), for a period of 12 months <p>OR</p> <ul style="list-style-type: none"> • Where the bidder was a sub-contractor they must submit the following : 						

DESIGNATION	NAME & SURNAME	NATIONALITY	SUMMARY OF			
			QUALIFICATIONS	NQF Level	NUMBER OF YEARS OF EXPERIENCE	EXPERIENCE AND PRESENT OCCUPATION
<p>Appointment letter of the principal contractor AND Reference letter from the Principal contractor indicating the number of AMR and small power users meters(not less than 3 000 AMR meters and not less than 50 000 small power users(Prepayment and conventional meters)), for a period of 12 months managed on behalf of the electricity distribution utility and the period during which this occurred. The general location of these meters must also be mentioned e.g. City of Ekurhuleni.</p> <p>NB! Failure to submit the above-mentioned documents will result in disqualification.</p>						

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

Previous Company Experience

Provide the following information on **relevant** previous experience.

Give at least two (2) names and telephone numbers and e-mail address per reference.

Description (of work done)	Value (R, VAT excluded)	Start date	Duration	Completed date.	Reference		
					Name (contact person)	Organisation	Tel no
					Email:		
					Email:		
					Email:		
					Email:		

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

Financial ability to execute the project.

Evaluation of the bid's financial ability to execute the contract. Emphasis will be placed on the following:

- **Proof of Access to Credit or Financing or**
- **Bank Statement(s) or**
- **Funding Commitments from Development Finance Institutions (DFIs)**

Indicate with a **tick** next to the relevant block on the below table, the type of proof submitted for financial ability

Proof of Access to Credit or Financing	
Bank Statement(s)	
Funding Commitments from Development Finance Institutions (DFIs)	

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

FINANCIAL ABILITY CONSENT FORM

By signing this form, you hereby grant consent to authorize the City of Ekurhuleni to verify all documents submitted for the purposes of evaluating financial ability for **Contract Number** [.....], with **Description** [.....].

I, NAME OF BIDDING ENTITY / ACCOUNT HOLDER

[.....], hereby confirm that the information provided is true and correct.

I authorize the **financial institution and/or registered credit provider**, namely **[Bank / Financial Institution / Credit Provider Name]**

[.....], to verify and confirm the information as may be requested by the City of Ekurhuleni for bid evaluation purposes.

I acknowledge and understand that:

- This consent shall remain valid until revoked in writing.
- All information will be processed and handled in compliance with the Protection of Personal Information Act (POPIA) and all other applicable banking and credit legislation.
- This authorization is strictly limited to the verification of the following information:

• Account number:

• Bank Balance / Credit Facility as at:

• Eligible Funds / Approved Credit Amount:

Signature of person authorised to sign bid documents

Name in block letters

Designation

Date

NB: Failure to complete the above requirements will result in disqualification.

OCCUPATIONAL HEALTH AND SAFETY INFORMATION FOR BIDS

THE CONTRACTOR SHALL/MUST SUBMIT THE FOLLOWING TO THE MANAGER OH&S TO OBTAIN A CERTIFICATE OF COMPLIANCE FROM OH&S CITY OF EKURHULENI BEFORE ANY WORK MAY COMMENCE.

1. Proof of Registration with the Compensation Commissioner.
2. Letter of "Good Standing" with Compensation Commissioner.
3. Certified copy of first aid certificate.
4. Physical address where contract is taking place (on Company letterhead).
5. Detailed description of intended work (on Company letterhead).
6. List of all Personal Protective Equipment issued to employees (company letterhead).
7. List of ALL employees on site (on company letterhead).
8. Detailed Health and Safety Plan (on company letterhead).
9. Comprehensive Risk Assessment (Qualification and Contact details of Risk Assessor).
10. Public Liability and Commercial Insurance Certificate.
11. All related statutory appointments.
12. Certificates of relevant Training.

The above list represents the minimum content of a safety file In terms of the Construction Regulations, 2014 (the regulations) as promulgated in Government Gazette No 37307 and Regulation Gazette No 10113 of 7 February 2014.

OHS Act 85 of 1993.

INSURANCE AND INDEMNIFICATION

Without limiting the liability of the Service Provider under this Agreement, the Service Provider shall at its own cost and expense take out insurance in respect of all risks for which it is prudent for the Service Provider to insure against, including any liability it may have as a result of its activities under the Agreement for, liabilities that may arise due to, theft, destruction, death or injury to any person and damage to property.

The Service Provider shall arrange insurance with registered insurers and will produce to COE written confirmation from its brokers/insurers as evidence of the existence of the policies on an annual basis within 30 (thirty) days after date of policy renewals.

The Service Provider shall for the duration of this Agreement be required to maintain in force such sufficient insurance cover for its performance under this Agreement. The level of insurance will be kept under review by the Service Provider on an annual basis, to ensure its adequacy, provided that any variation to the level of such insurance shall be entirely at the discretion of the Service Provider.

Insurance cover will include relevant applicable insurance policies for risk associated with the scope of work such as Public Liability, Contractors All Risk, Professional Indemnity etc and such Insurance will be determined by CoE. Service Provider will present Certificates of Insurance to COE (Risk Management Department) prior to the commencement of the works, but not later than 14 days after having been informed of the acceptance of this bid.

Subject to clause above, if the Service Provider fails to effect adequate insurance under this clause it shall notify COE in writing as soon as it becomes aware of the reduction or inadequate cover. As in when required, the Risk Financing Division may validate the insurance confirmation.

In the event that the Service Provider receives written notice from its insurers advising of the termination of its insurance cover referred to in clause above or if the insurance ceases to be available upon commercially reasonable terms, the Service Provider shall immediately notify COE in writing of such termination and/or unavailability, where after either the Service Provider or/and COE may find a resolution regarding the insurance cover. The Service Provider shall within 30 days ensure placement of the applicable insurance cover in place and furnish the City with confirmation of cover.

The Service Provider must insure Employees against injury at work and further ensure that the Employees are fully covered as is required by the Compensation for Occupational Injuries and Diseases Act 130 of 1993 (the COIDA). Documentary proof of such cover must be made available to CoE upon request.

LIMITATION OF LIABILITY

Neither party exclude or limit liability to the other party for:

- a) Death or personal injury due to negligence; or
- b) Fraud

The Service Provider shall indemnify and keep CoE indemnified from and against liability for damage to any CoE property (whether tangible or intangible) or any other loss, costs or damage suffered by CoE to the extent that it results from any act of or omission by the service provider or its personnel in connection with this agreement.

In no event shall either party be liable to the other for indirect or consequential loss or damage or including indirect or consequential loss of profits, business, revenue, goodwill or anticipated savings of an indirect nature or loss or damage incurred by the other party as a result of third party claims.

Nothing in this Agreement shall exclude or limit the liability of either Party for death or personal injury caused by its negligence, fraud or willful misconduct or any other liability which cannot lawfully be excluded or limited.

Each party shall, at its own cost, maintain adequate insurance to cover its liability for death or personal injury arising out of or in connection with this Agreement and shall provide proof thereof upon request.

Save as provided above, the aggregate liability of either party to the other party in terms of this Agreement whether as result or delict or negligence shall not exceed an amount of fees paid in 12 months preceding the claim.

FORCE MAJEURE

Neither Party shall have any claim against the other Party arising from any failure or delay in the performance of any obligation of either Party under this Agreement caused by an act of *force majeure* such as acts of God, fire, flood, war, strike, lockout, industrial dispute, government action, laws or regulations, riots, terrorism or civil disturbance, defaults, delays or discontinuance on the part of independent contractors, suppliers, or other circumstances or factors beyond the reasonable control of either Party, and to the extent that the performance of obligations of either Party hereunder is delayed by virtue of the foregoing, any period stipulated for any such performance shall be reasonably extended.

Each Party will take all reasonable steps by whatever lawful means that are available, to resume full performance as soon as practicable and will seek agreement to modification of the relevant provisions of this Agreement in order to accommodate the new circumstances caused by the act of *force majeure*. If a Party fails to agree to such modifications proposed by the other Party within 90 (ninety) days of the act of *force majeure* first occurring, either Party may thereafter terminate this Agreement with immediate notice.

It's the responsibility of the Project Manager to ensure and monitor the insurance compliance with regarding to the following:

1. Active and validity of the Insurance Policy throughout the duration of the contract
2. Letter of Good Standing of the supplier

PLEASE REMEMBER:

- (1) IN ORDER TO OBTAIN SPECIFIC GOAL/S POINTS IN TERMS OF THE PROVISIONS OF REGULATIONS 4(2) OR 5(2) OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE BIDDER MUST SUBMIT PROOF OF SPECIFIC GOAL/S CLAIMED.
- (2) TCS PIN NUMBER;
- (3) IN THE CASE OF A JOINT VENTURE/CONSORTIUM, THE TCS PIN NUMBER OF EACH ENTITY CONSTITUTING THE JOINT VENTURE/CONSORTIUM, MUST BE SUBMITTED WITH THE BID DOCUMENT;
- (4) ATTACH ALL REQUIRED DOCUMENTS TO THE LAST PAGE OF YOUR BID DOCUMENT
- (5) DOCUMENTS SUBMITTED MUST BE LEGIBLE
- (6) NO PHOTOCOPIES OF CERTIFIED COPIES WILL BE ALLOWED.

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY

FORM "B"

CITY OF EKURHULENI

CONTRACT NUMBER: A-EE 11-2026

APPOINTMENT OF ELECTRICAL ENGINEERING FIRMS FOR THE IMPLEMENTATION AND MANAGEMENT OF ELECTRICITY METER PROCESSES, TECHNICAL AUDITS, REPAIRS/REPLACEMENTS AND MAINTENANCE OF ELECTRICITY METERS FROM DATE OF AWARD UNTIL 30 JUNE 2029

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 Owner of the Bidding Entity:

3.2 Identity Number if applicable:

3.3 Position occupied in the Company (director, trustee, shareholder²):

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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 or business entity, exercises control and is

actively involved in its management.

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?
(Tick applicable box)

YES	NO

3.8.1 If yes, furnish particulars.
.....

3.9 Have you been in the service of the state for the past twelve months?
(Tick applicable box)

YES	NO

3.9.1 If yes, furnish particulars.....
.....

3.10 Do you have any relationship (close family member, partner or associate?)
with persons in the service of the state who may be involved
with the evaluation and or adjudication of this bid?
(Tick applicable box)

YES	NO

3.10.1 If yes, furnish particulars.
.....
.....

3.11 Are you aware of any relationship (close family member, partner or associate) 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?
(Tick applicable box)

YES	NO

3.11.1 If yes, furnish particulars
.....
.....

3.12 Are any of the company's directors, trustees, managers,
shareholders or stakeholders in service of the state?
(Tick applicable box)

YES	NO

3.12.1 If yes, furnish particulars.
.....
.....

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

(Tick applicable box)

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.

(Tick applicable box)

YES	NO

3.14.1 If yes, furnish particulars:

.....

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

Full Name	Identity Number	Employee Number

CERTIFICATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE AND/OR THE COE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidding Entity

FOR EVALUATION PURPOSE (MUST BE COMPLETED) – if applicable

NAME OF BIDDING ENTITY

FORM “C”

CITY OF EKURHULENI

CONTRACT NUMBER: A-EE 11-2026

APPOINTMENT OF ELECTRICAL ENGINEERING FIRMS FOR THE IMPLEMENTATION AND MANAGEMENT OF ELECTRICITY METER PROCESSES, TECHNICAL AUDITS, REPAIRS/REPLACEMENTS AND MAINTENANCE OF ELECTRICITY METERS FROM DATE OF AWARD UNTIL 30 JUNE 2029

MUST BE COMPLETED FOR THIS BID

Declaration in terms of paragraph 21(1)(d)(ii) of the Supply Chain Management Policy of the CITY OF EKURHULENI (COE), to be completed by ALL bidders in cases where the value of the transaction is expected to exceed R10 million (VAT included).

PLEASE NOTE:

- 1. This bid is estimated to exceed a rand value of R10 million (VAT, escalation and contingencies included). Accordingly -**
 - (1) If a bidder is a registered company required by law to have its annual financial statements audited or independently reviewed in compliance with the requirements of the Companies Act, Act No.71 of 2008, or any other law, audited or independently reviewed annual financial statements, as the case may be, prepared within six (6) months of the end of the bidders most recent financial year together with the audited or independently reviewed annual financial statements for the two immediately preceding financial years must be submitted, (unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted).
 - (2) If a bidder is a registered close corporation, annual financial statements in compliance with the provisions of the Close Corporations Act, Act No. 69 of 1984, prepared within nine (9) months of the end of the bidders most recent financial year together with the annual financial statements for the two immediately preceding financial years must be submitted,(unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted).
 - (3) If the bidder only commenced business within the past three years, the bidder is required to submit annual financial statements in compliance with the provisions of (1) and (2) above for each of its financial years since commencing business.
 - (4) If a bidder is not required by law to have its annual financial statements audited or independently reviewed or is not a Close Corporation, then non-audited annual financial statements for the periods referred to above must be submitted. Further that if no Annual Financial Statements are attached as requested above, the bid will be rejected

PLEASE NOTE further that if no Three (03) Annual Financial Statements are attached, the bid will be rejected

Please indicate by ticking in the applicable BOX.

PLEASE COMPLETE AND INDICATE	YES/NO
Is bidder required by law to prepare financial statements for audit or independent review?	
If yes, are the audited or independently reviewed annual financial statements attached?	
If no, are the unaudited annual financial statements attached?	
Joint Venture/ Consortium / Partnership	YES/NO
Are consolidated joint venture/consortium/partnership annual financial statements attached?	
If not, are annual financial statement for all parties to the consortium/joint venture/partnership attached?	

Failure to comply with the above requirement will render the bid as a non-responsive bid.

Signed at.....this.....day of..... 20...

Name of Duly Authorised Signatory: (Please print)

Authorised Signature:

As witness: 1.....

2.

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY

FORM “D”

CITY OF EKURHULENI

CONTRACT NUMBER: A-EE 11-2026

APPOINTMENT OF ELECTRICAL ENGINEERING FIRMS FOR THE IMPLEMENTATION AND MANAGEMENT OF ELECTRICITY METER PROCESSES, TECHNICAL AUDITS, REPAIRS/REPLACEMENTS AND MAINTENANCE OF ELECTRICITY METERS FROM DATE OF AWARD UNTIL 30 JUNE 2029

DECLARATION OF BIDDER'S P AST 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. wilfully 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	Is the bidder or any of its directors and/or shareholders listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors and/or shareholders 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)? Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Item	Question	Yes	No
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"/>
4.5.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY

FORM “E”

CITY OF EKURHULENI

CONTRACT NUMBER: A-EE 11-2026

APPOINTMENT OF ELECTRICAL ENGINEERING FIRMS FOR THE IMPLEMENTATION AND MANAGEMENT OF ELECTRICITY METER PROCESSES, TECHNICAL AUDITS, REPAIRS/REPLACEMENTS AND MAINTENANCE OF ELECTRICITY METERS FROM DATE OF AWARD UNTIL 30 JUNE 2029

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Form “E” 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 Chain Management 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 Form “E” 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 (Form “E”) 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:

CONTRACT NUMBER: A-EE 11-2026

APPOINTMENT OF ELECTRICAL ENGINEERING FIRMS FOR THE IMPLEMENTATION AND MANAGEMENT OF ELECTRICITY METER PROCESSES, TECHNICAL AUDITS, REPAIRS/REPLACEMENTS AND MAINTENANCE OF ELECTRICITY METERS FROM DATE OF AWARD UNTIL 30 JUNE 2029

(Bid Number and Description)

in response to the invitation for the bid made by:

CITY OF EKURHULENI

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and understood 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 and 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.

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

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.
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

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY

FORM "G"

CITY OF EKURHULENI

CONTRACT NUMBER: A-EE 11-2026

APPOINTMENT OF ELECTRICAL ENGINEERING FIRMS FOR THE IMPLEMENTATION AND MANAGEMENT OF ELECTRICITY METER PROCESSES, TECHNICAL AUDITS, REPAIRS/REPLACEMENTS AND MAINTENANCE OF ELECTRICITY METERS FROM DATE OF AWARD UNTIL 30 JUNE 2029

DECLARATION FOR MUNICIPAL ACCOUNTS

MUST BE COMPLETED FOR THIS BID

Declaration in terms of paragraph 38(1)(d)(i) of the MFMA Supply Chain Management Regulations, irrespective of the contract value of the bid:

NB: Please note that this declaration must be completed by ALL bidders.

- (i). I, the undersigned, hereby declare that the signatory to this tender documents duly authorised and further declare:
- (ii) That at the closing date of the bid, no municipal rates and taxes or municipal service charges owed by **the bidder** to the COE, or to any other municipality or municipal entity, are in arrears for more than three (3) months.
- (iii) That at the closing date of the bid, no municipal rates and taxes or municipal service charges owed by **any of the directors/members** to the COE, or to any other municipality or municipal entity, are in arrears for more than three (3) months.
- (iv). I acknowledge that should it be found that any municipal rates and taxes or municipal charges as set out in (i) above are in arrears for more than three (3) months, the bid will be rejected and the COE may take such remedial action as is required, including the rejection of the bid and/or termination of the contract (unless if the bidder has attached proof of the payment arrangement of the arrears to the bid document as at the closing date of the submission of bids)

Signed at.....this.....day of..... 20...

Name of Duly Authorised Signatory: (Please print).....

Authorised Signature:

As witness: 1.

2.

PLEASE NOTE further that if no municipal rates and taxes or municipal charges are payable by the bidding entity, indicate the reason/s for that in the space below by means of a tick next in the relevant block.

Bidding entities who operate from informal settlements		
Bidding entities who operate from a property owned by a director / member / partner		
Bidding entities who operate from somebody else's property		
Bidding entities who rent premises from a landlord		
Other (Please specify)		

Signed at.....this.....day of..... 20...

Name of Duly Authorised Signatory: (Please print).....

Authorised Signature:

As witness: 1.

2.

NAME OF BIDDING ENTITY

FORM "H"

CITY OF EKURHULENI

CONTRACT NUMBER: A-EE 11-2026

APPOINTMENT OF ELECTRICAL ENGINEERING FIRMS FOR THE IMPLEMENTATION AND MANAGEMENT OF ELECTRICITY METER PROCESSES, TECHNICAL AUDITS, REPAIRS/REPLACEMENTS AND MAINTENANCE OF ELECTRICITY METERS FROM DATE OF AWARD UNTIL 30 JUNE 2029

DECLARATION FOR MUNICIPAL ACCOUNTS WHERE BIDS ARE EXPECTED TO EXCEED R10 MILLION

MUST BE COMPLETED FOR THIS BID

Declaration in terms of paragraph 21(d)(ii) of the Supply Chain Management Regulations, to be completed by ALL bidders in cases where the value of the transaction is expected to exceed R10 million (VAT included).

- (i). I, the undersigned, hereby declare that the signatory to this tender document is duly authorised and further declare:
- (ii). That at the closing date of the bid, the **bidder** had no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.
- (iii). That at the closing date of the bid, any of **the directors/members** had no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.
- (iv). I acknowledge that should it be found that any undisputed commitments for municipal services charges towards a municipality or other service provider in respect of which payment is overdue for more than 30 days, the COE may take such remedial action as is required (unless if the bidder has attached proof of the payment arrangement of the arrears to the bid document as at the closing date of the submission of bids).

Signed at.....this.....day of..... 20...

Name of Duly Authorised Signatory: (Please print).....

Authorised Signature:

As witness: 1.

2.

PLEASE NOTE further that if no municipal rates and taxes or municipal charges are payable by the bidding entity, indicate the reason/s for that in the space below by means of a tick next in the relevant block.

Bidding entities who operate from informal settlements		
Bidding entities who operate from a property owned by a director / member / partner		
Bidding entities who operate from somebody else's property		
Bidding entities who rent premises from a landlord		
Other (Please specify)		

Signed at.....this.....day of..... 20...

Name of Duly Authorised Signatory: (Please print).....

Authorised Signature:

As witness: 1.

2.

NAME OF BIDDING ENTITY

FORM “I”

CITY OF EKURHULENI

CONTRACT NUMBER: A-EE 11-2026

APPOINTMENT OF ELECTRICAL ENGINEERING FIRMS FOR THE IMPLEMENTATION AND MANAGEMENT OF ELECTRICITY METER PROCESSES, TECHNICAL AUDITS, REPAIRS/REPLACEMENTS AND MAINTENANCE OF ELECTRICITY METERS FROM DATE OF AWARD UNTIL 30 JUNE 2029

SPECIFICATION:

SPECIFICATION AS APPROVED BY THE BID SPECIFICATION COMMITTEE IN TERMS OF REGULATION 27 OF THE CoE SUPPLY CHAIN MANAGEMENT POLICY:

This is an extensive and detailed specification. To assist with the interpretation of the various specification components, the document is split into the following parts:

#	SPECIFICATION PART NO	DESCRIPTION
1	PART A	MINIMUM REQUIREMENTS
2	PART B	SCOPE OF CONTRACT
3	PART C	DETAILED DESCRIPTION OF INDIVIDUAL PROCESSES
4	PART D	TIMEFRAMES AND PENALTIES
5	PART E	BILL OF QUANTITIES

ABBREVIATIONS

- AMR - Automated Meter Reading
- ECSA - Engineering Council of South Africa
- GIS - Geographic Information System
- ND (GISC) - National Diploma (Geographic Information Science)
- ORHVS - Operating Regulations for High Voltage Systems

PART A

EVALUATION CRITERIA

EVALUATION ASPECT	MINIMUM REQUIREMENTS		
<p>Infrastructure and resources available –</p> <p>Plant and Equipment (owned or leased)</p>	<ul style="list-style-type: none"> • Five (5) Light Delivery Vehicles (LDVs)/(Bakkie) • 1 x 14m Outreach Cherry Picker 		
<p>Staffing profile</p>	<p>Personnel</p>	<p>Minimum qualification</p>	<p>Experience</p>
	<p>One (1) Accountant</p>	<ul style="list-style-type: none"> • With NQF level 7 Accounting Degree 	<p>Three (3) years in Accounting field</p>
	<p>Seven (7) Audit or QA inspectors on prepayment and direct driven conventional meter installations below 150A</p>	<ul style="list-style-type: none"> • Qualified Electrician with Trade Test Certificate issued by the Department of Employment and Labour or the Department of Higher Education or equivalent accredited institution • Level One(1) or Two(2) first aid training 	<p>One (1) year experience, in Auditing prepayment and direct driven conventional electricity meters installations below 150A</p>
	<p>Two (2) Audit/Quality Assurance inspectors on CT and CT-VT driven conventional meter installations above 150A</p>	<ul style="list-style-type: none"> • National Diploma NQF Level 6 - Electrical Engineering • Level One (1) or Two (2) first aid training • Certificate in Operating Regulations for High Voltage Systems (ORHVS) accredited by ESETA. 	<p>Two (2) years' experience in inspection of CT and CT-VT driven conventional electricity meter installations above 150A</p>
	<p>One (1) Auditor of inaccurate or missing AMR data.</p>	<ul style="list-style-type: none"> • With National Diploma NQF Level 6 - Electrical Engineering. 	<p>Two (2) years' relevant experience in AMR, Auditing inaccurate and missing AMR Data.</p>
	<p>One (1) Data Analyst or Programmer</p>	<ul style="list-style-type: none"> • With B Tech Information Technology (IT) NQF Level 7 	<p>Three (3) years' experience in data analysis and programming for Municipal billing systems, databases, reconciliations and Meter Management projects</p>

EVALUATION ASPECT	MINIMUM REQUIREMENTS		
	One (1) GIS Specialist	<ul style="list-style-type: none"> With National Diploma NQF Level 6 in Geographic Information Systems/Geoinformation Science. 	Three (3) years' experience in Geographic information system.
	One (1) Meter Installation Engineer	<ul style="list-style-type: none"> With Bachelor's Degree or B-Tech NQF Level 7 in Electrical Engineering. Registered with ECSA as an Professional Engineer or Professional Technologist 	Three (3) years of experience in electricity meter installation projects, including new small power user AMR and prepayment meter installations, as well as meters for electrification projects
	One (1) Repair Project Engineer	<ul style="list-style-type: none"> With Bachelor's Degree or B-Tech NQF Level 7 in Electrical Engineering. Registered with Engineering Council of South Africa (ECSA) as a Professional Engineer or Professional Technologist 	Three (3) years of experience in existing electricity meter repair projects, including maintenance and repair of AMR and prepayment meters
	One (1) Metering Specialist (AMR Manager)	<ul style="list-style-type: none"> With Bachelor's Degree or B-Tech in Electrical Engineering. NQF Level 7 Registered with Engineering Council of South Africa (ECSA) as a Professional Engineer or 	Three (3) years of experience in managing the installation and operation of electricity metering systems. Skilled in AMR, AMI, and prepayment systems, including electricity tariff application and billing calculations. Experienced in working with large power users, with a strong ability to detect and analyze technical errors in bulk demand metering systems, including demand and unit readings, profile data, vector

EVALUATION ASPECT	MINIMUM REQUIREMENTS		
		Professional Technologist	diagrams, power and load factor analysis, as well as CT and VT performance
	One (1) Project Manager (Meter Reading & credit control)	<ul style="list-style-type: none"> • With Bachelor's Degree or B-Tech in Electrical Engineering. NQF Level 7 • Registered with Engineering Council of South Africa (ECSA) as a Professional Engineer or Professional Technologist 	Three (3) years of experience in the management of electricity meter-related projects, including electricity meter reading and credit control
Financial Ability (Ability to Deliver)	R6 000 000		
Relevant previous Company Experience – Completed Project	<ul style="list-style-type: none"> • One (01) reference where the bidder has successfully performed both Electricity Meter installation Management AND the Management of AMR Meter Reading Data (not less than 3 000 AMR meters <u>and</u> not less than 50 000 small power users (Prepayment and conventional meters)), for a period of 12 months 		

Bidders that do not meet the minimum requirements will be rejected and not evaluated further.

REQUIRED DOCUMENTS:

BIDDER MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THE BID:

Infrastructure and resources available – Plant and Equipment (owned or leased)

- **Proof of ownership or lease agreement or letter of intent to lease signed by the lessor for one each of the following:**
 - **Proof of ownership of lessor's vehicles must be submitted**
 - **The lease agreement or letter of intent must explicitly list the required Infrastructure and resources available, for one each of the following:**
 - **Cherry Picker test certificate**
- Five (5) Light-Duty Vehicles (LDVs) /Bakkies
 - 1 x 14m outreach cherry picker

Financial Ability (Ability to Deliver)

2. Proof of Access to Credit or Financing

A letter/statement from a recognised financial institution confirming that the bidder has access to credit or financing of at least R6 000 000, which may include:

- Overdraft facilities; **OR**
- Revolving credit facilities; **OR**
- Approved loan facilities; **OR**
- Confirmation of available cash reserves.

OR

3. Bank Statement(s)

- A stamped bank statement not older than one (1) month from the tender closing date, showing available funds of at least R6 000 000

OR

4. Funding Commitments from Development Finance Institutions (DFIs)

A confirmation or pre-approval letter from SEFA, IDC, NEF, Land Bank, DBSA, **or any other registered DFI**, indicating funding of at least R6 000 000

Staffing profile

Accountant:

- Copy of NQF Level 7 Degree in Accounting
- CV demonstrating 3 years' experience in Accounting Field

7 x Audit/QA inspectors: Prepayment and direct driven conventional meter installations below 150A

- Copy of a Valid Trade Test Certificate issued by the Department of Employment and Labour or the Department of Higher Education or equivalent accredited institution
- Copy of Level One(1) or Two(2)First Aid Training Certificate
- CV demonstrating One (1) year experience, in Auditing prepayment and direct driven conventional electricity meters installations below 150A

2 x Audit/Quality Assurance inspectors: CT and CT-VT driven conventional meter installations above 150A

- Copy of a National Diploma NQF Level 6 - Electrical Engineering
- Copy of Level One(1) or Two(2)First Aid Training Certificate
- Copy of Certificate in Operating Regulations for High Voltage Systems (ORHVS) accredited by ESETA.
- CV demonstrating Two (2) years' experience in inspection of CT and CT-VT driven conventional electricity meter installations above 150A

Auditor: inaccurate or missing AMR data

- Copy of National Diploma NQF Level 6 - Electrical Engineering.
- CV demonstrating Two (2) years' relevant experience in AMR, Auditing inaccurate and missing AMR Data.

Data Analyst/ Programmer:

- Copy of B Tech (Information Technology) NQF Level 7
- CV demonstrating Three (3) years' experience in data analysis and programming for Municipal billing systems, databases, reconciliations and Meter Management projects

GIS Specialist:

- Copy of National Diploma NQF Level 6 in Geographic Information Systems/Geoinformation Science.
- CV demonstrating Three (3) years' experience in Geographic information system.

Meter Installation Engineer:

- Copy of Bachelors Degree or BTech NQF Level 7 in Electrical Engineering.
- Copy of ECSA Registration Certificate as a Professional Engineer or Professional Technologist
- CV demonstrating Three (3) years of experience in electricity meter installation projects, including new small power user AMR and prepayment meter installations, as well as meters for electrification projects

Repairs Project Engineer:

- Copy of Bachelors Degree or BTech NQF Level 7 in Electrical Engineering.
- Copy of ECSA Registration Certificate as a Professional Engineer or Professional Technologist
- CV demonstrating Three (3) years of experience in existing electricity meter repair projects, including maintenance and repair of AMR and prepayment meters

Metering Specialist (AMR Manager):

- Copy of Bachelors Degree or BTech NQF Level 7 in Electrical Engineering.
- Copy of ECSA Registration Certificate as a Professional Engineer or Professional Technologist
- CV demonstrating Three (3) years of experience in managing the installation and operation of electricity metering systems. Skilled in AMR, AMI, and prepayment systems, including electricity tariff application and billing calculations. Experienced in working with large power users, with a strong ability to detect

and analyze technical errors in bulk demand metering systems, including demand and unit readings, profile data, vector diagrams, power and load factor analysis, as well as CT and VT performance

1 x Project Manager: (Meter Reading & credit control)

- Copy of Bachelors Degree or BTech NQF Level 7 in Electrical Engineering.
- Copy of ECSA Registration Certificate as a Professional Engineer or Professional Technologist
- CV demonstrating Three (3) years of experience in the management of electricity meter-related projects, including electricity meter reading and credit control

Please Note:

- **Certified Copy/ies of Passport(s) with valid working permits for foreign nationals must be submitted with the bid.**
- **All foreign qualifications must be SAQA (South African Qualifications Authority) accredited and proof of such SAQA accreditation must be attached for all foreign qualifications submitted with the bid.**
- **All professional Registrations must be in good standing during the period of tender evaluation.**
- **The City of Ekurhuleni reserves the right to verify the submitted documents.**

Relevant previous Company Experience – Completed Project

- One (01) Appointment letter and corresponding signed reference letter on the **Bidder's Client Letter Head (The appointment letter and corresponding signed reference letter must be from the client which the bidder provided the services to** with Contactable References from the bidder's previous client confirming relevant experience where the bidder has successfully performed both Electricity Meter installation Management **AND** the Management of AMR Meter Reading Data(not less than 3 000 AMR meters and not less than 50 000 small power users(Prepayment and conventional meters)), for a period of 12 months

OR

- Where the bidder was a sub-contractor they must submit the following :
Appointment letter of the principal contractor AND Reference letter from the Principal contractor indicating the number of AMR and small power users meters(not less than 3 000 AMR meters and not less than 50 000 small power users(Prepayment and conventional meters)), for a period of 12 months managed on behalf of the electricity distribution utility and the period during which this occurred. The general location of these meters must also be mentioned e.g. City of Ekurhuleni.

NB! Failure to submit the above-mentioned documents will result in disqualification.

1. SPECIFIC GOAL REQUIREMENT

Points awarded for Specific Goal/s

In terms of Regulation 4 (1) and 5 (1) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the Specific Goal/s in accordance with the table below:

	SPECIFIC GOAL REQUIREMENT	EVIDENCE REQUIRED	POINTS ALLOCTAED
1	QSE	Original Sworn Affidavit /Certified Copy of the Sworn Affidavit or Original / Certified Copy of the BBBEE Certificate	3
2	Enterprise situated within the Ekurhuleni demarcation.	Municipal Account or Lease Agreement or Affidavit – must be in the name of the Enterprise NB: Municipal Account must not be older than 3 months	5
3	An enterprise which is at least 50% owned by Historically Disadvantaged Individuals	Identity document and Original/Certified Medical Certificate (certified not older than 6 months) with the following information: <ul style="list-style-type: none"> a) Name of practitioner, b) Practitioner number, c) Doctor's contact details, d) Details of the condition, e) Date, f) Signature, g) Stamp and h) Patient's name. (Persons living with disabilities)	2
TOTAL SPECIFIC GOAL POINTS			10

NB: All evidence MUST be submitted at bid closure and MUST be valid at the close of bid for point's allocation purposes.

SERVICE LEVEL AGREEMENT

An SLA will be entered with the successful service provider/s.

PART B

Scope of Work (C3)

PS 1 SCOPE

PS 1.1 GENERAL DESCRIPTION

The City aims to appoint a maximum of 4 Engineering Consulting firm(s) to perform the duty as an Energy Meter Management Consultant (**EMMC**) to manage the CoE electricity meters, meter related materials and AMR meter reading data.

This includes inter alia:

- Effective and efficient management of new meter installations, repairs to and reinstatement of existing meter installations and replacement of meters. This applies to prepayment, CT AMR, CT-VT AMR, direct driven AMR and manual read meters.

- Effective and efficient management of the Automated Meter Reading (AMR) process of small and large power users.
- Effective and efficient management of the Electricity Meter reading process of Conventional meters
- Effective and efficient management of the Credit Control process. This applies to Conventional meters and prepaid meters.
- Smart metering may be introduced during the period this contract is in place and if this occurs the effective and efficient management of smart metering will fall within the scope of the contract.
- Effective and efficient management of meters and materials related to meter installation.
- Effective and efficient management of the process to act on low and no purchases/consumption identified through prepayment vending/ credit meter billing system exception reports.
- Effective and efficient management of the process to act on credit and prepayment metered tampered and illegal connections.
- Effective and efficient management of the appointed CoE Meter Installation Contractors (MIC) that performs work on the electricity meters and electricity meter installations.
- Effective and efficient management of the appointed CoE Meter reading Contractors (MRC) that performs work of reading electricity meters.
- Effective and efficient management of the appointed CoE Meter Disconnection contractors (DC) that perform work of disconnecting electricity meters due to credit control.
- Effective and efficient management of meter installations to housing and electrification projects.
- Monitoring of all meter related ICT systems to ensure correct functioning of these systems and pro-actively identify problems with them.
- In the event that an MIC is not performing as per contractual requirements or whose appointment has lapsed and a MIC is in the process of being reappointed through the Supply Chain Management process the **EMMC** will be required to perform the functions of an MIC on an as and when required basis.
- Effective and efficient management of the appointed CoE Remote Meter Service Provider (RMSP) that performs work on the AMR electricity meter and installations.
- Effective and efficient management of the process to act on errors identified through the BP421 deviation report originating from the meter reading process.
- Effective and efficient management of the appointed CoE Fourth Contravention Cabling Removal Contractor (FCCRC) that removes service connections of customers on their fourth tampering contravention and reinstates the service connections after payment of all

amounts due have been received by CoE. The EMMC will NOT perform any functions on this apart from the management part.

- Monitoring and provide expert technical advice in terms of the Energy balance.

PS 1.2 AREA OF WORK

If Four EMMCs are appointed, these **EMMCs** will operate in only one of the Four areas listed below.

The contractors which the **EMMC** will be managing might not be operating according to the same internal boundaries. Each meter management consultant will manage all electricity meters in their area, regardless of the overlapping of other contracts between areas. For the purpose of this proposal, the exact location of the boundaries is irrelevant, and should not be used as a basis for tendering. The different areas will be as follows:

PS 1.2.1 Area 1 (Eastern)

This area includes all CoE electricity connections in Benoni, springs and Nigel .

PS 1.2.2 Area 2 (Southern)

This area includes all CoE electricity connections in Alberton, and Boksburg.

PS 1.2.3 Area 3 (Northen)

This area includes all CoE electricity connections in Kempton Park and Thembisa.

PS 1.2.4 Area 4 (Western)

This area includes all CoE electricity connections in Germiston and Edenvale

The following provides a summary of the number of and type of electricity meters installed in each depot area:

Kempton Park Depot

Conventional metered connections:	14 696
Electricity: pre-paid metered connections:	27 728
IMMS metered connections:	132
Remote metered connections	2 003

Thembisa Depot

Conventional metered connections:	181
Pre-paid metered connections:	10 333
IMMS metered connections:	26 587
Remote metered connections	389

Edenvale Depot

Conventional metered connections:	3 529
Pre-paid metered connections:	9 496
IMMS metered connections:	9 397
Remote metered connections	906

Germiston Depot

Conventional metered connections:	10 012
Electricity: pre-paid metered connections:	58 702
Remote metered connections	2 890

Alberton Depot

Conventional metered connections:	5 256
Electricity: pre-paid metered connections:	43 643
Remote metered connections	1 410

Boksburg Depot

Conventional metered connections:	6 235
Pre-paid metered connections:	55 070
Remote metered connections	2 215

Benoni Depot

Conventional metered connections:	5 777
Electricity: pre-paid metered connections:	51 779
Remote metered connections	1 279

Brakpan Depot

Conventional metered connections:	1 084
Electricity: pre-paid metered connections:	54 798
Remote metered connections	543

Springs/Nigel Depot

Conventional metered connections:	1 741 (Springs); 590(Nigel)
Electricity: pre-paid metered connections:	28 068 (Springs); 11 846(Nigel)
Remote metered connections	989 (Springs); 319(Nigel)

- Consultants are to provide rates in the pricing schedule provided, bearing in mind that they may manage multiple MIC,MRC.DCC, FCCRCs and RMSP. A consultant may tender for one or all of the areas.
- Bidders must note that this bid will be evaluated and awarded per area, to a maximum of 4 service providers.

The **EMMC** may be responsible for managing more than one MIC,MRC.DCC, FCCRCs and RMSP, each of whom may be respectively responsible for meter installations, replacements, removal and reinstatement of service connections in one or more Depots.

PS 1.3 PERIOD OF CONTRACT

The Contract will be from date of award until 30 June 2029.

It must be noted that to ensure a smooth transition between the existing consultants and the new Consultant(s) CoE reserves the right to extend the contract of the existing consultants to operate concurrently with the new contract until they are satisfied that the standard of service offered by the Consultants is of an acceptable standard. The allocation of work between the existing service providers and the Consultants will be done in such a way so as to ensure that a high standard of service is maintained while the transition between the consultants is carried out.

It must be noted that a maximum transition period of two months will be allowed. Should a successful transition not be completed by the end of the two-month transition period, CoE reserves the right to cancel the contract of the newly appointed bidder(s).

PS 1.4 REQUIREMENTS TO BE MET BY BIDDER(S)

Only consultants having suitably qualified key staff as per the qualifying criteria on their project team for this project will be considered for appointment.

PS 2 INTERPRETATIONS

PS 2.1 DEFINITIONS

For the purpose of this specification, the following definitions shall apply:

Term	:	Definition
Bin number	:	Refers to a unique numbering CoE Finance Stores uses to identify an Item kept as stock.
Consultant or Electricity Meter Management Consultant	:	Means the natural or juristic person or partnership or joint venture whose proposal has been accepted by or on behalf of the CoE and includes the Consultant’s heir, executors, administrators, trustees, judicial managers or liquidators, as the case may be.
The City	:	Means the CoE.
Electrical Bulk meter	:	Means all direct, CT driven AMR credit meters, where electricity is supplied in bulk to a property.

Term	:	Definition
Electrical conventional meter	:	In the context of this document it refers to a credit meter or post-paid meter that records consumption which is subsequently billed to a customer.
Electrical credit meter	:	Refers to an electro-mechanical or an electronic credit meter that records consumption which is subsequently billed to a consumer.
Electrical Engineer	:	Means the Head of Department (Energy) of the CoE or his/her nominee/s.
Electrical Meter Installation and Repair Project Engineer	:	As described in the minimum requirements.
Electrical Meter Repair & Installation Inspectors	:	As described in the minimum requirements.
Electrician	:	Means a qualified electrician (red seal).
EMMC	:	The EMMC refers to the consultant managing electricity meter installations on behalf of the CoE Energy Department
Festive season	:	Period inclusive of the 25 th December up to and including 1 st January
Installation Electrician	:	Means an electrician that is qualified to provide a COC with a test report (both prescribed by Department of Employment and Labour)
Material (Material Store)	:	Means material related to meter installation.
Materials Project Manager	:	Means a suitably experienced material procurement manager with experience in storekeeping and auditing thereof.
DC	:	Disconnection Contractor
MRC	:	Meter Reading Contractor
BG505 data	:	Data extract from Venus containing meter and location data to enable reading by MRC
BG510 data	:	Data file containing meter readings for upload to CITY billing system.
Personal Protective Equipment	:	Personal protective equipment, commonly referred to as "PPE", is equipment worn to minimize exposure to a variety of hazards. Examples of PPE include such items as gloves, foot and eye protection, protective hearing devices (earplugs, muffs) hard hats, respirators and full body suits. It also relates to the equipment used to safely execute the work such and ladders, harnesses etc.
Professional Electrical Engineer	:	Means a Professional Electrical Engineer registered with ECSA
Professional Electrical Engineering Technician	:	Means a Professional Electrical Engineering Technician registered with ECSA
Professional Electrical Engineering Technologist	:	Means a Professional Electrical Engineering Technologist registered with ECSA.
Proposal	:	Means the Consultant's priced offer to the City to render services in terms of the Contract, including all documents forming part of the Contract.

Term	:	Definition
Working Hours	:	Means the City official working hours, which are Administration offices 08h00 to 16h30 Depots 07h00 to 15h30

PS 2.2 ACRONYMS

For the purpose of this specification, the following acronyms are used

Acronym	:	Meaning
AMR	:	Automated Meter Reading
ABD	:	Advanced Billing Determinants
BP421	:	Meter Reading Deviation/Error Report
BPM	:	Business Process Management software (currently Solar Workflow)
BS	:	British Standard Footprint
CIU	:	Customer Interface Unit
CoE	:	City of Ekurhuleni
CT	:	Current Transformer
CTS	:	Cashpower Transfer Specification (Credit Transfer Specification)
EMMC	:	Electricity Meter Management Consultant
EMPD	:	Ekurhuleni Metropolitan Police Department
ERS	:	Electricity Revenue Services
FBE	:	Free Basic Electricity
FCCRC	:	Fourth Contravention Cable Removal Contractor
FD	:	Finance Department
FIFO	:	First in First out
FMMC	:	Finance Meter Management Consultant
GPS	:	Global Positioning System
IMS	:	Intelligent Meter System
IMMS	:	Intelligent meter management system
GIS	:	Geographical Information System
KPI	:	Key Performance Indicator
kVA	:	Kilovolt Ampère
kWh	:	Kilowatt Hour
MDMS	:	Master Data Metering System
MIC	:	Meter Installation Contractor

Acronym	:	Meaning
MMS	:	Maintenance Management System
MRC	:	Meter Reader Contractor
MVA	:	Megavolt Ampère
PDF	:	Portable Document Format
PLC	:	Power Line Carrier
POD	:	Point of Delivery
PPE	:	Personal Protective Equipment
PSD	:	Planning Service Division
QA	:	Quality assessment on the work performed either by the MIC or the EMMC
RF	:	Radio Frequency
RMSP	:	Remote Meter Service Provider
RS	:	Revenue Services
SANAS	:	South African National Accreditation System
SAPS	:	South African Police Services
SETA	:	Services Sector Education and Training Authorities
SLD	:	Single Line Diagram
SOP	:	Standard Operating Procedure
SQL	:	Structured Query Language
STS	:	Standard Transfer Specification
VEE	:	Validation, Editing and Estimation
VT	:	Voltage Transformer
WF	:	Work Flow

Where mention of the following systems, software packages or brand names are made in the document, it shall also mean the replacement systems, packages or brand names in use by the CoE at any specific time during the course of the Contract:

- **BPM** (Business Process Management System) where no BPM process is in place on the BPM system an alternative method of communication and sharing of information shall be used until such time the BPM process is implemented on the BPM system
- **CRM** (Customer Relationship Management)
- **IMMS** (Intelligent Meter Management System)
- **IMS** (Intelligent Metering System)
- **MTN** (Mobile Telecommunications Network)
- **Munsys** (Municipal Infrastructure GIS)
- **Oracle** (Relational Database Management System)
- **Oracle Single View** (Business Intelligent Discoverer)

- **Solar Workflow**(Current Business Process Management System)
- **EMIS** (Engineering Maintenance Information System)
- **Suprima** (Prepayment Vending System)
- **Telkom** (National Telecommunications service provider)
- **Solar Venus** (current Finance Integrated Billing System)

Or any other system implemented/used by CoE

PS 3 MATERIALS

PS 3.1 Materials Management

The City will be responsible for having the following necessary annual tenders in place for the purchasing of materials.

- CT, CT-VT driven demand AMR meters
- Direct driven AMR credit meters (single and three phase)
- Prepayment meters inclusive of Customer Interface Units (CIU) (single and three phase)
- Smart meters (Inclusive of ancillary materials) [Once investigated and approved]
- SANAS accredited laboratory contract to test accuracy of meters inclusive of prepayment meters, smart meters [Once investigated and approved], AMR demand meters and conventional meters
- Meter and Meter installation related Materials such as:
 - Meter seals
 - Current transformers (CT) and Voltage Transformer(VT)
 - Circuit breakers
 - Metering Kiosks (ground and pole mounted)

All materials on contract will be purchased by the Buyer and Controller of Stores (CoE Finance Department) from the appointed suppliers on request from the Energy Department. Materials will then be drawn by the Energy Department through the Department Finance: Stores requisition procurement procedure and method.

The **EMMC** will be responsible for the management of meter and meter related material required by the installation contractors on behalf of the CoE. The appointed **EMMC** will operate and maintain a fully equipped meter store from where meters and meter materials will be received and dispatched as and when required.

The **EMMC** stores will service a group of Depots. In order for the **EMMC** to request stock from Energy the **EMMC** will be expected to complete a requisition form for the stock to be drawn by Energy and collected by the **EMMC** from the Finance Expenditure Stores. Only the Project Director or his/her delegate will be authorised to complete the requisition form and sign as duly authorised person. It will be expected from the **EMMC** to provide Energy with the delegated signatory name with a specimen of his/her signature. No stock request will be honoured by Energy in the absence of the requisition duly completed and signed.

CoE Finance Expenditure Stores has stock item numbers commonly known as a bin number with a clear description of the stock item name. Due to the fact that the **EMMC** will be managing the

meter and meter related material for installations and will always have meters and other materials in their respective stores it is expected from the **EMMC** to align their stores stock items with that of CoE **Bin number/Item number** in order to make it easier for ordering and stock reconciliation purposes.

Example: The stock bin number, meter type and description of the meters booked in at the **EMMC** store must have the same description as contained at the Finance expenditure stores.

E000002600 - Prepayment meter (Complete Unit) Single phase Din Rail (Power Rail) communication via Communication Wire (Pilot Wire)

The above detail of all the **Bin numbers/Item numbers** and the corresponding stock item description of all materials will be provided to the Consultant.

All the meter and meter installation materials kept at the **EMMC** store booked-in history must be registered on the **EMMC** stock database with a date and time stamp – this is to ensure that the First In First Out (FIFO) principle as prescribed in the Municipal Financial Management Act (MFMA) is adhered to at all times.

If the FIFO principle is not exercised by the **EMMC** this will have a negative effect on the City of Ekurhuleni businesses and can constitute in a Qualified Audit. In the absence of a proper reconciliation report the warranty on the meters and related materials will lapse and CoE will be at risk that consumers will suffer and inversely CoE will not be able to claim on warranties. Penalties will be applied to the **EMMC** in the event of the FIFO principle not being applied.

PS 3.1.1 Facilities

The meter store shall be located within the area of appointment and shall be readily accessible to contractors, suppliers and CoE staff during normal business hours. Service providers shall allow for a store facility of 500 m² in size. Successful service provider will be required to submit proof of storage facility within the area of appointment within 14 days of notification of the award.

A high level of security shall be maintained at all times and adequate insurance shall be in place to cover the stock being kept at any time. Proof of the insurance and security measures taken shall be submitted with 14 days of notification of the award and also to be submitted every 6 months or upon request.

PS 3.1.2 Procurement Process

The **EMMC** will manage and maintain adequate stock levels of all meters and related materials in the **EMMC** stores to support the management of the various contracts under his management. This will require forecasting by the **EMMC** to enable the on-time placement of orders and requisitions by the Energy Department to avoid standing time and delays in execution of job requests by the MIC's, RMSP's and FCCRC's.

Materials will be ordered through submission of requests in the prescribed format to the CoE Engineer. The Engineer will prepare the required requisition documentation and arrange for approval. Materials will be available for collection by the **EMMC** at the CoE Finance Store after processing of the requisitions by the CoE Finance Store.

The **EMMC** will reconcile orders with collections and where applicable prepare the necessary approval documentation for CoE to process payments to suppliers.

PS 3.1.3 Dispatching

The **EMMC** will be responsible to strictly control the issuing of meters and meter material to the various MICs, RMSPs and FCCRCs operating in his area as per the FIFO principle described above.

It is required by the Energy Department that meters from stock are pre-allocated to the property/account where the meter is required.

The **EMMC** must for all meters and materials issued, have auditable processes in place to reconcile meters and materials issued with job requests, orders and invoices.

PS 3.1.4 Meters Returned to Stores

The **EMMC** store will be responsible to **control** and **report** on all meters and meter related materials returned by the MICs and FCCRCs. This may include:

- a) **Unused new meters**
Meters to be returned to stock and made available for re-issue. A report to be provided to the Engineer indicating as to the reasons why the meters have not been installed as originally planned.
- b) **Pre-screening of used meters:**
Meters that are returned (due to alleged faultiness or where projects are initiated) should first be pre-screened by the EMMC to ensure possible re-use. This will eliminate the sending off of meters to SANAS Lab.
- c) **Serviceable used meters and appurtenances**
To be inspected, cleaned, calibration certified to comply to SANS 474 by a SANAS approved meter testing facility and returned to stock for re-issue.
- d) **Meters to be scrapped**
Meters to be cleaned, full details recorded and placed in holding store for minimum period of 3 months. After 3 months, a list of meters in a specified format is to be handed over to CoE for scrapping.
- e) **Meters to be tested**
Meters are to be sent by the **EMMC** to a SANAS approved test facility for testing. Test results are to be recorded and forwarded to the requesting Depot. The invoices from the testing facility laboratory must be verified by the **EMMC** and the invoice with a payment certificate must be forwarded to the City for payment. Consultants are to provide rates in the separate schedules provided for this activity.
- f) **Administration**
All paperwork, job cards, Human Settlement electrification meter installation contracts and meter cards that are completed by the MIC, RMSP, FCCRC and the **EMMC** shall after the meter installation be forwarded to the relevant Depot for

archiving purposes. This will apply to all Human Settlement, bulk meter projects and individual meter installation projects.

PS 3.1.5 EMMC Stores Database and Reporting

The **EMMC** shall maintain a stores database with the following minimum functionality:

- Maintain all data relevant to a meter (serial no., make, type, size, digits, factor, reading etc.)
- Tracking of meter and meter related material movement.
- Reporting on stock levels of meters and meter materials.
- Reconciliation of meters and other material issued or returned with job requests, orders and invoices.
- Supply material data to CoE in prescribed formats for importing into CoE systems.
- Supply Job cards and summary thereof in prescribed formats for importing into CoE systems.
- User defined reporting.

The monthly **EMMC** meter report will as a minimum include:

- Month-end stock level per meter type.
- Month and Year to date (YTD) meter movements per meter type.
- Month and YTD figures on meters received from Depots/suppliers.
- Month and YTD figures on scrapped meters.
- Age analysis of meters and meter materials.
- Month and YTD figures on meters that was tested.

The **EMMC** will perform monthly stocktaking to ensure all meters and materials are accounted for.

PS 4 PLANT, EQUIPMENT AND PERSONNEL

PS 4.1 CONNECTION TO CoE SYSTEMS / MMS

The CoE Solar Workflow (as the current BPM) software system will be provided to the EMMC (for the duration of the appointment only) free of charge. In addition, CoE will as far as practical possible identify to the successful bidder where CoE communication network exist and therefore, the consultant offices and stores should be within the area of communication network.

In addition to the requirements to be met by the **EMMC** it is expected of the **EMMC** to provide all electronic information (Photos, Scanned documents i.e. job cards, QA's, and any other reports, maps etc.) to Energy.

The CoE ERP storage will be according to the following headings which is either according to the Tender items or according to the Solar Workflow processes. The headings will be replicated for all the Depot's the **EMMC** is appointed for (i.e. North Eastern Area; Kempton Park Depot, Thembisa Depot, Benoni Depot, Brakpan Depot, Springs Depot, Nigel Depot – South Western Area; Germiston Depot, Alberton Depot, Boksburg Depot, Edenvale Depot) and the Depot relevant data should be uploaded according to the Depot and headings. All documents related to an Erf will be indexed on the ERP system by the relevant Erf number for ease of reference by the Depot.

HEADINGS AS PER CONTRACT DESCRIPTION

*New AMR direct driven credit meter (or smart meter in credit meter mode when implemented) installation 100 Ampere or less (new service connection) {flow chart ERS 1.1} **clear split between the work done by the MIC and work done by the EMMC on an as and when basis.***

*New prepayment meter (or smart meter in prepayment meter mode when implemented) 100 Ampere or less (new service connection) {flow chart ERS 1.2} **clear split between the work done by the MIC and work done by the EMMC on an as and when basis.***

*Repair or replacement of conventional with AMR direct driven credit meters (or smart meters in credit meter mode when implemented) 150 Ampere or less {flow chart ERS 1.3} **clear split between the work done by the MIC and work done by the EMMC on an as and when basis.***

*Retrofitting of a conventional meter with a prepayment meter (or retrofitting of a conventional meter to a smart meter or retrofitting a prepayment meter with a smart meter when implemented) {flow chart ERS1.4} **clear split between the work done by the MIC and work done by the EMMC on an as and when basis.***

*Repair or replacement of a prepayment meter with a prepayment meter {flow chart ERS1.5} **clear split between the work done by the MIC and work done by the EMMC on an as and when basis.***

*Installation of an application for a greater than 100 Ampere but equal to or less than 150 amperes AMR direct driven credit meter connections, new and upgrades {flow chart ERS 2.1} **clear split between the work done by the MIC and work done by the EMMC on an as and when basis.***

Installation of an application for a CT driven low voltage (400 Volt) connection above 150A up to and equal to 300A with a demand meter communicating via modem (new or upgrade) {flow chart ERS 2.2}

Installation of an application for a CT-VT driven medium voltage ($\geq 11\ 000$ Volt) connection with a demand meter above 300A, communicating via modem (new or upgrade) {flow chart ERS 2.3}

Repair and replacement of an AMR direct driven / CT or CT-VT driven low or medium voltage (≥ 11000 volt) demand meter communicating via modem {flow chart ERS 2.4}

CoE Departmental Internal Connections

New Bulk Housing Electrical

Connection Size Alteration

Electrical Meter Testing

BP421 Codes (ERS 3.1)

90 day Non purchase reports prepayment meter (ERS 3.2)

Low purchase reports prepayment meter. (ERS 3.2)

Low consumption reports credit meters direct driven or CT, CT-VT driven (ERS 3.1).

No consumption reports credit meters direct driven or CT, CT-VT driven (ERS 3.1).

Energy Balance

- *Metro Wide*
- *Electricity Depot*
- *Distribution Zone*

Auditing of Connections (Security Townships, Complexes and non-security Townships and also single connection audits).

Auditing of Connections (single connections)

Auditing of AMR CT, CT-VT driven meter connections – in-depth technical inspection

Management of Remote Meter Readings to be billed to consumers and the successful and accurate upload thereof to the CoE Finance billing system (ERS 4.1)

Management of FCCRC contract.

Purchase of pre-printed triplicate books (as and when)

TAMPER/BYPASSED AND ILLEGAL CONNECTIONS.

Prepayment meter and CIU (Keypads)

- *Tampering reports*
- *Tamper detail per stand*
- *Non purchase reports*
- *Non purchase detail per stand*
- *Low purchase reports*
- *Low purchase detail per stand*
- *Illegal connections report*
- *Illegal connection detail per stand*

Conventional / AMR direct driven credit meter, CT, CT-VT driven AMR

- *Tampering reports*
- *Tamper detail per stand*
- *No consumption reports*
- *No consumption detail per stand*
- *Low consumption reports*
- *Low consumption detail per stand*
- *Illegal connections report*
- *Illegal detail per stand.*

METER STOCK

PAID FOR APPLICATIONS:

- *Prepayment meters and CIU (Keypads)*
 - *1 phase Split BS footprint Communication Wire type communication*
 - *1 phase Split BS footprint PLC type communication*
 - *1 phase Split Dinrail (power rail) Communication Wire type communication*
 - *1 phase Split Dinrail (Power rail) PLC type communication*
 - *1 phase Split BS footprint RF type communication*
 - *1 phase Split Dinrail (Power rail) RF type communication*
 - *3 phase Split BS footprint Communication Wire type communication*
 - *3 phase Split BS footprint PLC type communication*
 - *3 phase Split BS footprint RF type communication*

- **Direct driven, CT, CT-VT driven AMR credit meters**
 - *Single-phase, 2-wire, electronic energy demand meters, 100A (20A)*
 - *Poly-phase, 4-wire, electronic energy demand meters, 160A (40)*
 - *Poly-phase, 4-wire, electronic energy demand meters, 5A (10A)*

METER STOCK

DEPARTMENTAL OR CITY PROJECTS

- **Prepayment meters and CIU (Keypads)**
 - *1 phase Split BS footprint Communication Wire type communication*
 - *1 phase Split BS footprint PLC type communication*
 - *1 phase Split Dinrail (power rail) Communication Wire type communication*
 - *1 phase Split Dinrail (Power rail) PLC type communication*
 - *1 phase Split BS footprint RF type communication*
 - *1 phase Split Dinrail (Power rail) RF type communication*
 - *3 phase Split BS footprint Communication Wire type communication*
 - *3 phase Split BS footprint PLC type communication*
 - *3 phase Split BS footprint RF type communication*

- **Direct driven, CT, CT-VT driven AMR credit meters**
 - *Single-phase, 2-wire, electronic energy demand meters, 80A (20A)*
 - *Poly-phase, 4-wire, electronic energy demand meters, 160A (40)*
 - *Poly-phase, 4-wire, electronic energy demand meters, 5A (10A)*

METER STOCK ON REPLACED, RETROFITTED OR FAULTY/DAMAGED METERS. THIS HEADING SHOULD BE SPLIT INTO

1. UNUSABLE METERS TO BE SCRAPPED AND

2. SANAS LABORATORY TESTED, CALIBRATED AND USABLE METERS.

- **Prepayment meters and CIU (Keypads)**
 - *1 phase Split BS footprint Communication Wire type communication*
 - *1 phase Split BS footprint PLC type communication*
 - *1 phase Split BS footprint RF type communication*
 - *1 phase Split Dinrail (power rail) Communication Wire type communication*
 - *1 phase Split Dinrail (Power rail) PLC type communication*

- 1 phase Split Dinrail (Power rail) RF type communication
- 3 phase Split BS footprint Communication Wire type communication
- 3 phase Split BS footprint PLC type communication
- 3 phase Split BS footprint RF type communication

- **Conventional meters direct driven meter**

- Single-phase, 2-wire, electromechanical electricity meters
- Poly-phase, 4-wire, electromechanical electricity meters 20/100A
- Poly-phase, 4 wire, electromechanical electricity meters 20/160A
- Poly-phase, 4-wire, electromechanical electricity meters, 5A(6A)

- **Direct driven, CT, CT-VT driven AMR credit meters**

- Single-phase, 2-wire, electronic energy demand meters, 100A (20A)
- Poly-phase, 4-wire, electronic energy demand meters, 160A (40)
- Poly-phase, 4-wire, electronic energy demand meters, 5A (10A)

MONTHLY REPORT ON INSTALLED METERS

- Prepayment meters
- IMMS meters
- Conventional meters
- Automated meter reading direct driven, CT, CT_VT driven credit meters
- Demand meters not on AMR

KEYS

- **Keys issued to internal EMMC staff and own contractors**

- Key control register for internal **EMMC** staff
- Key control register for CoE appointed contractors

- **Penalties applied to contractors for lost keys:**

- a) Electronic Key
- b) Conventional Key

ID Cards

- **ID Cards issued to internal EMMC staff and own contractors**

- ID Card register for internal **EMMC** staff
- ID Card register for CoE appointed contractors

METER SEALS

- Meter Seal Stock register of each colour on hand at **EMMC**
- Meter Seal register on seals issued to various contractors, internal staff and CoE staff.

SOLAR WORKFLOW HEADINGS (NOT COVERED BY THE ABOVE)

- Capture Unregistered Electricity Meter (if a meter is found onsite that is not registered on billing system)
- Maintenance Electricity Meter (includes GPS coordinates, meter number, Status, type, number of dials, tariff code, factor etc.
- To Be Removed (Electricity) (all meters removed from the billing system)

MONTHLY REPORTS

- *Summary of total jobs received per meter type and application request (i.e. prepayment meter or credit meter; new connection, repair, replace, retrofit etc.), issued to Contractor(s), jobs completed, jobs inspected, jobs outstanding, etc.*
- *As per above an added section should be included especially for Low Cost Housing (Electrification) Projects.*
- *Report on the inspection of jobs completed during the previous month, including a list of the jobs which were inspected and uploaded to the CoE's financial system (to be used by CoE to audit **EMMC**).*
- *Report on the penalties applied to MIC.*
- *Report on MIC budget, including certified payment certificate(s) for the previous month. Include graph with estimated and actual expenditure from start of Contractor's contract.*
- *Report on material management, including stock levels, materials used during month, etc.*
- *Report on the management of meters tested. Include details and summary of test results (accuracy) for meters tested during the previous month.*
- *Monthly consumption report (AMR and conventional credit meter), i.e. summary of consumption per tariff grouping, summary of consumption of indigents, consumption patterns, high/low consumption etc., comparison of sales figures to bulk Eskom*
- *Monthly consumption report for prepayment vending system, i.e. summary of total active meter grouped by Depot, summary of active meter per tariff grouping, electricity units sold grouped by Depot, FBE issued on applicable tariff structure per Depot, total kWh units issued per tariff grouping, average FBE grouped by Depot, average total units issued grouped by Depot, income generated per Depot broken down to tariff charge, Fix Charge, correct % VAT and grouped by vending tariffs. No purchases exceeding 3 months per Depot, blocked meter per Depot and the duration of the meter been blocked; number of blocking and unblocking per month. The aforementioned will be the basis on which prepayment vending will be reported on but it is not limited as additional request for more reports on prepayment vending might be added.*
- *Report on the discovery of un-metered and/or illegal connections and connections not registered on the CoE's financial database. All details should be included for CoE auditing purposes.*
- *Report on the discovery of tampered / by-passed meters identified and meter installations normalised.*
- *Copies of minutes of meetings held with the contractors within the month should also be included.*
- *Report on the BP421 codes analysis, which must include thirty (30) day, sixty (60) day, ninety (90) day and longer outstanding errors, not attended to or not finalised yet. This will also be the KPI detail report to be forwarded to the Energy Department to be acted on.*
- *Report in terms of AMR meters a KPI report on maintenance errors which must be rectified by the RMSP and CoE Energy Department.*
- *Overview of the management of the Remote Metering Service Provider, which shall inter alia include the following:*

- Summary indicating the total accurate meter readings resulting in the successful upload and billing thereof i.e. Energy consumptions and Maximum Demand
- Summary and detailed report (i.e. consumer, address, meter detail) indicating the total meter readings that could not be successfully uploaded and billed, the actions taken to have it rectified and the status of the investigations and action plans.
- Summary of all new Remote meters installed and repaired/replaced
- Summary and detailed report on maintenance log on AMR meters where no billing has been applied, cause of fault, duration that no meter readings has been obtained, corrective measures taken and also if an interim account has been generated and provided to Finance for interim billing.
- Summary of Penalties applied or applicable to RMSP.
 - Monthly report on all bill corrections / back billing reports.

PROVISION OF PERSONNEL AND PROFESSIONAL SERVICES, NAMES AND STRUCTURE

- GIS / Database Technician
- Provision of a Clerk to CoE
- Professional services: Category A
- Professional services: Category B
- Professional services: Category C
- Professional services: Category D
- Electrician

TRAINING CLAIMED ON CONTRACT

- Training provided to internal **EMMC** staff claimed for on the contract.
- Training provided to contractors claimed for on the contract.

STRUCTURE OF EMMC AND FUNCTIONS OF EACH STAFF

- Key staff as per contract
- Supporting staff

MANAGEMENT WITHIN SPECIFIC TIME FRAMES

EMMC to report the timeframes on all contractual management items listed above in terms of

- Overdue
- On time
- Ahead of schedule.

EMMC's must take note that all documentation must still be loaded at the correct activity in the City Business Process System (BPM) Solar Workflow. It must be noted that the publishing of the documentation on the CoE ERP site does not replace the above requirement.

PS 4.2 METER MANAGEMENT SYSTEM

The City of Ekurhuleni will provide access to their own meter management system to the successful service providers. The meter management system will give the following platforms;

- Asset Management System
- Project Management System

- Document and Content Management System

The necessary mobile handheld field devices to download and upload meter installation (new or maintenance) data to the backend system will also be provided to the successful service providers.

The system must be able to perform the following functions and the service provider is responsible to report lack or malfunctions in these functions to the City's ICT department:

- Indicate and check duplication of jobs.
- Generate management reports for time received, time issued, time captured, time duration, meter and meter related materials used for each job card.
- Indicate the time that a job is outstanding and manage escalation of overdue job cards.
- Contain the bill of quantities.
- Generate payment certificates and penalties to be applied to contractors managed by the **EMMC**.
- Generate reports on completed jobs.
- Generate re-issuing of work instructions to contractors on work failed when QA'd
- Generate inspections on all installations and exception reports.
- Meters from stock are pre-allocated to the property/account where the meter is required
- Any other function not specified here but that is necessary to carry out the meter installation related responsibilities assigned through the contract to the **EMMC**.
- Provide a detail report of the data network use of handheld devices.

PS 4.3 STAFF COMPLEMENT

In addition to the minimum staff requirements listed for evaluation purposes, below is the **minimum** core and key staff complement per area which CoE requires for the **EMMC** to have in place for the successful execution of responsibilities assigned to the **EMMC** through the contract. However, the **EMMC** is required to ensure that their staff complement (as indicated in the beginning of this specification) is adequate to efficiently and effectively execute the responsibilities assigned to them through the contract.

- Electrician (3 per depot) (Tamper investigations/ reinstatements, as and when required MIC installations, QA inspections) each with an artisan assistant)
- Materials Project Manager (1x)
- Admin Clerks (General) (2 per depot)
- Data Capturers (2 per depot)

The EMMC is to give consideration to the Local Economic Development & Previously disadvantaged youth whereas local suitably qualified young people be appointed in the abovementioned positions.

The leave arrangements of key staff such as Project Engineers, Project Managers and Inspectors must be approved by the relevant CoE Project Manager/ Engineer. Annual workday's availability of key **EMMC** staff is expected to be not less than 92%.

After 3 written warning notices for non-compliance with the above the Consultant may be deemed to be in breach of Contract, and the appointment may be terminated.

Additional work might require the appointed EMMC to appoint additional staff to the minimum staff complement. This will be discussed with the CoE Engineer or its delegate who will approve the adequacy and quantities to add value to the output and will be paid as per the rates in BOQ.

PS 4.4 TRAINING

It will be expected from the Consultant to make all staff available for training in the methodology and procedures of the CoE prior to the commencement of any work. The training may take place at any specific training centre or Depot within the CoE.

Officials from the CoE will do the initial training at no cost to the Consultant.

The Consultant staff must be available for 2 full days. Notice of the planned training day must be given at least 48 hours before such date. The training by the CoE will not be classified as accredited training.

Should the Consultant staff require more than the above training, it will be provided, but will be for the Consultant account.

The consultant may be required to provide training to the staff of any of the appointed contractors. This may include IT training, Standard operating procedures, operations, management systems, contractors electrical induction program/training, meter installation, meter operation, various meter type functionality, etc.

The consultant may be required to provide training to the new staff of the following **EMMC** and/or CoE staff when this contract ends. This may include IT training, procedures, operations, management systems etc.

PS 4.5 QUALIFICATIONS OF PERSONNEL FOR ACTIVITIES

The Consultant must allow in his rates for suitably qualified and experienced personnel (as listed at the start of this specification), to perform the activities as required.

PS 4.6 ID CARDS AND CLOTHING

All **EMMC** field personnel shall be issued with an identification card by the Energy Department Project Manager. Personnel shall have these ID cards in their possession at all times. Access to private properties will not be possible without approved ID cards.

The **EMMC** Project Director shall have proper control over these cards by means of a register and shall receive these back when the service of any person employed by the Consultant is terminated or at the end of the Contract period. The EMMC shall as part of the monthly report also report on ID cards issued and returned.

The Consultant must provide the **inspectors with neat identifiable uniform PPE to identify them to the general public. The identification on clothing is to be approved by the CoE Engineer.**

The **EMMC** expenses related to the provision of ID cards and PPE shall be included in the rates for fixed charge obligations in the Preliminary and General section of the Schedule of Quantities.

The PPE (clothing) shall be as follows:

Small Power user Inspector

Electric Gloves, foot and eye protection, protective hearing devices (earplugs, muffs) hard hats, respirators and full body suits.

- Flash resistant protective clothing.
- Safety boots
- Flash resistant face shield
- Rubber gloves that provide protection up to 1000 volts (wet & dry conditions)
- Safety Helmet

Large Power user Inspector

Gloves, foot and eye protection, protective hearing devices (earplugs, muffs) hard hats, respirators and full body suits.

- Flash resistant protective clothing.
- Safety boots
- Flash resistant face shield
- Rubber gloves that provide protection up to and above 1000 volts (wet & dry conditions) – normal operation is gear is off.
- Safety Helmet

The PPE It also relates to the equipment used to safely execute the work such and ladders, harnesses etc

The PPE (Equipment) shall be as follows:

Ladders, harnesses, Cherry Picker and Tools.

SPU / LPU Tools

- Electrical protective gloves rated at 1000V
- Electricians Toolbox
- Multimeter
- Clamp Meter
- Digital phase rotation meter
- Rechargeable cordless drill
- 9m ladder to reach pole mounted boxes
- Working on heights certification for ladders and Elevating platforms
- Statutory certification for Operating a Vehicle Mounted Mobile Elevating Platform (for all persons operating Elevating Platforms)
- Brother PT-E110VP Handheld Label Printer or equivalent – for returned meter labelling
- Insulated Side cutters
- Crimper Tool (to cater for 10mm² – 25mm²& 25mm² – 70mm²)
- Line tester (220 -380Volts)
- Insulated Cable cutters
- Insulated Pliers
- Insulated screw drivers
- Rubber gloves that provide protection up to 1000 volts (wet & dry conditions)
- Flash resistant face shield
- Hacksaw
- Combination Spanners (full range)

PS 4.7 GENERAL

Due to multiple meter-related contractors that are managed by the **EMMC**, Energy has taken a decision to assign the controlling of its keys to the **EMMC** in terms of the contractors that are managed by the **EMMC** who will require access to meters. The Consultant must abide to the below CoE Key Control Policy and Procedure as amended, which reads as follows:

- 14.8. **Substation Key Policy:** The following guidelines regulate the custody of substation keys, for which the terminology includes electronic keys/cards and keys to meter boxes, sewage & water pump stations or electrical apparatus/equipment/enclosures and is applicable at all times.
- 14.8.1. No person other than a “**Competent and or an Authorised person**” (“**Competent and or Authorised person**”- in accordance to the Occupational Health and Safety Act and Regulations: Act 85 of 1993) shall be in possession of substation keys, for which the terminology includes electronic keys/cards and keys to meter boxes, sewage & water pump stations or electrical apparatus/equipment/enclosures, at any time.
- 14.8.2. A minimum of 20 (twenty) duplicates of each key type used in an Area will be kept in stock by that Area.
- 14.8.3. All substation keys must be numbered, either by printing or stamping a number in sequence on the keys or by a number, designated by the supplier to the keys.
- 14.8.4. A register shall be kept by the Key Controller of all persons issued with substation keys. The register shall be kept for a minimum period of three years after the return of the keys. The register must contain the following information on the person to whom the keys were issued.
- Contractors appointed by the City.**
- 14.8.4.1. Date of key issue.
- 14.8.4.2. Name and surname.
- 14.8.4.3. Identity number.
- 14.8.4.4. Name of the organization represented by the person receiving the keys.
- 14.8.4.5. Contact telephone number/s.
- 14.8.4.6. The number of keys of each type issued.
- 14.8.4.7. The sequential key number printed, stamped on or designated to eachkey.
- 14.8.4.8. Signature.
- 14.8.4.9. Date of key return (for when it will become applicable).
- 14.8.4.10. Signature of Key Controller on return of keys.
- 14.8.5. When keys are issued to Contractors, the following documentation must be presented to the Key Controller - copies of which must be kept in the Key Register:
- 14.8.5.1. Letter from the organization on their letterhead containing sufficient details to identify the person collecting the keys on behalf of the firm as well as the number of keys per key type required. **Note:** When more than 10 duplicates of

- each key type are required, a minimum notification period of three days applies.
- 14.8.5.2. The person collecting keys must present an identification book or card to verify identity.
 - 14.8.5.3. A copy of the City's letter of appointment requiring the Contactor to perform tasks where access to enclosures is restricted and keys are required.
 - 14.8.5.4. A valid copy of the certificate provided by the City's Occupational Health and Safety Act practitioner verifying that all requirements of the Occupational Health and Safety Act and Regulations: Act 85 of 1993 are met and that an Occupational Health and Safety agreement between The City and the Contractor exists.
 - 14.8.5.5. Proof that the Contractor has attended an Induction Course at Energy Department's Training Centre.
 - 14.8.5.6. A copy of the written authorization by the Chief Area Engineer of the relevant Depot which states that the contractor's employees who will access the enclosures is authorised to do so.

The full policy will be provided to the Consultant/s upon taking up the duties. The policy and procedure can be revised at any time during the course of this tender and the **EMMC** will be expected to comply with any such revisions.

Keys to unlock all electrical installations will be made available to the Consultant free of charge after indemnifying the CoE against any claim resulting from illegal duplication of keys or illegal use of keys by a third party.

If keys are lost, it must be reported to the SAPS, a case number obtained and the information be presented to the CoE. The cost to the **EMMC** for replacing lost electronic keys will be R350.00 per key plus the cost of any reprogramming of protective structures that may be necessary and for normal keys the cost is R150.00 per key.

The **EMMC** will maintain a key control register with regard to keys made available to the **EMMC** and all contractors under the control of the **EMMC**. The **EMMC** will be required to provide copies thereof, on a 6 monthly basis, to the CoE Engineer of the key registers and the original Substation Key Contractors Declarations completed by the contractors for the keys issued to them.

Upon the completion of the contract all keys and copies thereof shall be handed to CoE and a declaration to the effect that **all** the keys have been properly managed by the **EMMC** and returned to CoE shall be forwarded to the CoE.

PART C

PS 5 THE WORKS

PS 5.1 GENERAL NOTES

It must be noted that all work to be carried out by Contractors which are to be managed by the **EMMC**, is related to the meter reading, Meter Disconnection and meter installation only. Work on the network is excluded from this proposal.

Electricity meters are categorised into the following main groupings:

- Credit meters, direct connected;
- Prepayment meters, CTS and STS type and proprietary IMMS direct connected;
- Smart metering (prepayment and credit meters);
- Automated Meter reading (AMR)
 - direct driven, coupled to a modem, read remotely and displayed on an internet website.
 - via current transformers only, in some cases;
 - via current transformers and voltage transformers in some cases, and
 - via current transformers and voltage transformers, coupled to a modem, read remotely and displayed on an internet website.

Some work on electricity meters and electricity meter installations may be executed by City officials and by the City appointed internet metering service provider.

For all credit, prepayment and bulk demand meter inspections done, x- and y-decimal-degree coordinates shall be recorded by GPS and added to the meter information in CoE Management Systems. The accuracy of the GPS to be used shall be within 4 meters of the meter installation. The cost of this item shall be included in the rates where inspections are necessary, and no additional charge will be paid.

For all audits/inspections done, the **EMMC** shall take geo-tagged and time and date stamped photographs of the connections and provide it to the CoE in an electronic format, properly labelled and indexed. The supply of the GPS handheld devices and cameras shall be the responsibility of the **EMMC** who should therefore make sufficient provision in his/her rates under the Preliminary and General Section of the Schedule of Quantities.

PS 5.2 PROJECT MANAGEMENT AND ADMINISTRATION

The CoE Energy department is responsible for the appointment of the following labour intensive Contractors which fall within the scope of this contract and who will be responsible for the physical execution of all meter related work. The effective and efficient management thereof will be the responsibility of the appointed **EMMC** on behalf of the Energy Department in its area:

- Meter Repair & Installation Contractors (Electricity Meters)
- Internet metering service provider for automated meter reading meters (Remote Metering Service Provider, RMSP).
- Fourth Contravention Cabling Removal Contractor (FCCRC)
- Electrification contractors for Human Settlement subsidised properties and Energy Revenue related projects (meter installation part only)
- Meter reading contractor (MRC)
- Meter disconnection Contractors

The CoE currently has annual tenders in place for each of the above contracts. The contracts may however expire before the **EMMC** contract expires, therefore the **EMMC** should take note that there might be a change-over of contractors during the **EMMC** contract period. The quantity of small meter contractors to be managed is currently 5 in the North Eastern Area and 4 in the South Western Area and the quantity of bulk meter contractors to be managed is currently 1 in the North Eastern Area and 1 in the South Western Area. The quantity of potential cable removal contractors

to be managed are currently 5 in the North Eastern Area and 4 in the South Western Area. The quantity of meter reading contractors to be managed are currently 4 for the whole city. The quantity of disconnection contractor to be managed is currently However, these quantities are subject to change.

The CoE will remain responsible for the procurement of these services, with input from the **EMMC**. The **EMMC** shall not be entitled to any additional payment for input provided in this regard and shall therefore make sufficient provision in his/her rates under the Preliminary and General Section of the Schedule of Quantities. Details of the currently employed contractors are available from the relevant departments on request.

The **EMMC** will act as the "Engineer" in terms of the above Energy contracts and will be responsible for the contractors' performance, quality of work, certifying of payments, applying of penalties etc. When necessary, the **EMMC** shall take appropriate action for non-performance as per the relevant contract.

The Consultant will further be required to hold regular individual progress meetings with the contractors, and should invite the relevant Depot officials to attend the meetings. These meetings are to be held at least once a month and will be held at the respective Depot the MIC is performing the work in. Formal minutes of the meetings are to be recorded by the **EMMC** and distributed to the relevant CoE officials, within one calendar week after the meeting and same shall be published on the CoE's ERP site. When the **EMMC** perform the duties as an MIC, the same shall apply in terms of the meetings and Depot official's involvement in the meetings. Any work requiring a clarification/discussion/project meeting will be scheduled on an as and when required basis and do not have to form part of the monthly progress meetings.

PS 5.3 MANAGEMENT OF PROCESSES

It will be expected from the **EMMC** to manage, per depot, a number of processes on behalf of the CoE. These processes have each been mapped into a separate flow chart, indicating the process and the parties responsible for each of the different actions. The **EMMC's** responsibilities are clearly indicated in each flow diagram. (Please refer to Annexure i for the management flow charts the **EMMC** will be responsible to manage, Annexure ii for the work detailed in a Meter Installation Procedure Matrix for MIC document, Annexure iii for the MIC responsibilities in terms of meter installations). Please note that each flow diagram has been labelled uniquely and given a title. Reference will be made to these numbers in the following sections. It must be noted by the Consultant that all the By-laws, Policies and SOP's relating to the processes managed by the **EMMC** are subject to revision at any point of time during the course of this contract and CoE reserves the right to withdraw, amend and replace any such documents during the course of the contract. Any such changes will be duly discussed and provided to the appointed **EMMC**. Following is a clear explanation of the processes and actions to be managed by the **EMMC**:

The EMMC needs to perform the following activities according to the timeframes as indicated in PS 6.

For all the below PS 5.3 Management processes the following pre-inspection activities shall be performed by the MIC, which the **EMMC** shall manage.

The purpose of the pre-inspection is to ensure that the Contractor familiarises themselves on the location where the work needs to be executed, establish consumer contact details and inform the

consumer about the work intentions. The Contractor will record the meter and meter kiosk conditions and relevant information which will be utilised by the ENGINEER to issue the appropriate job card instruction, allocate the correct meter type and meter related materials.

The following points outlines the pre-inspection process:

- The MIC will collect the pre-inspection job card from the Engineer's office.
- The MIC needs to contact the customer to arrange access to the premises to do the meter pre-inspection.
- Inform the consumer, by delivering a notice to the client, on the work intentions and the anticipated date and time when the work will be performed.
- The MIC completes the job card and takes the relevant digital photographs of the meter installation status and the meter box condition:
 - Obtain GPS coordinates in latitude and longitude
 - Update consumer name, surname and contact details where applicable
 - Record the meter box/kiosk condition
 - Record the meter related information (meter serial number, meter type, CB Size, Phases, etc.)
 - Record any additional information required to ensure a successful completion of the work.
- The EMMC shall upload the completed pre-inspection job card and relevant photo evidence onto the CoE's ERP site and a register of the completed and uploaded jobs will be provided to the Engineer on a daily basis (The CoE's ERP site procedures and training will only be made available to the Consultants).

PS 5.3.1 APPLICATION FOR CONNECTIONS LESS THAN 100A – CREDIT/ PREPAID / (SMART METERING WHEN IMPLEMENTED)

Electricity meters are to be installed, retrofitted, repaired or replaced on a daily basis by a Meter Installation Contractors (MIC) under the supervision of the **EMMC**. The **EMMC** will receive the instruction from The City via the CoE BPM system, and will then be responsible to manage and oversee the installation of the meter and updating the meter information to the CoE Billing/Vending system.

As part of this process, the **EMMC** will be responsible for Quality Assessment of the Meter Installation Contractor, i.e. 50% of all repairs or installations completed are to be inspected and verified by the **EMMC**.

The **EMMC** needs to perform and manage the above activities which are described in depth below according to the timeframes as indicated in PS 6.

Generic Introduction to any below installation process.

The Energy Department's Revenue Services will receive, process and manage all applications for this process and once payment has been made by the applicant and meter installation has been approved by Energy Department, the electronic work instruction will be issued to the **EMMC** through CoE's BPM system.

The **EMMC** will be required to use either an AMR direct driven credit meter / prepayment meter from the existing stock that the **EMMC** have in stock at their stores and allocate a correct meter and the required meter seals for the meter installation. A job card will be generated by the **EMMC** and issued to the MIC who will be responsible to record the

meter and seal/s details on the job card. In some instances of a service connection application, the installation of a connection cable and or a metering kiosk will be required; in this instance it will be expected by the **EMMC** to generate a job card from the CoE BPM and other envisaged systems and issue this to the Energy Department's Planning Services Division, Construction section to install the cable and or metering kiosk as per instruction. It will be expected by the **EMMC** to inspect the backfilling and compaction of the trench, cabling termination of the cable and connections made in the metering kiosk. It must also be noted that in some of the Depots the allocation of the prepayment meter to an application will be performed by the Vending section of that particular Depot. In this instance the electronic work instruction will be issued to the **EMMC** for the management of the installation though its BPM system after the meter has been allocated by the Vending section.

The following MIC activities are generic to the following MIC processes which the EMMC must manage with the activities listed under the processes. (PS 5.3.1.1; PS 5.3.1.2; PS 5.3.1.3; PS 5.3.1.4 and PS 5.3.2.1)

AMR Credit meters generic MIC Activities

- The MIC will collect job card and allocated Meter/Circuit Breaker/Seals from ENGINEER or his delegate office.
- The MIC will Plan all job cards as per priority and date (order of priority is: new installations, meter upgrades, repair and replace of faulty meters and retrofits).
- The Contractor needs to contact the customer to make an arrangement to access the premises to do the meter installation.
- The MIC must ensure that the phase rotation on a three phase connection is established before the installation of the three phase meter and must be confirmed to be correct after the installation.
- The MIC must install the meter upright with the bottom of the meter parallel with the bottom of the meter box.
- The meter will be installed as per job card instruction in the meter box on site.
- The MIC will use all the screws required to secure the meter properly.
- The MIC will make sure that the circuit breaker is the correct Amperage and Curve and installed in a secure manner.
- The MIC will use the correct size and colour wires when connecting the meter. The MIC will make sure that all connections are tightened properly.
- The MIC must test the meter installation to verify that the supply is in order and that the meter operates correctly.
- Work started during any day, must be completed and tested the same day.
- On a new metering installation, the supply must be left in the off position (switched off) once the metering installation has been tested, as the Customer Care section of the CoE will switch on the power after a Certificate of Compliance (COC) has been received from the customer's installation electrician.
- Notices and letters must be used to communicate with customers and keep them informed.
- All meters and Circuit Breakers must be marked with the street address and stand number on labelling stickers (no permanent marking pens) as per Labelling Policy.
- All meters must be sealed in accordance to NRS096-1:2007.

- All connection cables (neutral, earth or live) will where applicable be joined by means of a Pratley connector when a tail is created at this point, (not applicable to cables joints).
- All meters must be commissioned by the Contractor to ensure correct functioning in all respects as indicated by meter specification sheet.
- Installation of Modem and commissioning (by RMSP)
- The MIC Contractor is to take before and after digital photographs of all tasks completed.
- The meter installation will be executed in terms of NRS047 and CoE's Standard Procedures.
- The MIC is to refer to the Meter Installation Procedure Matrix for MIC document attached as Annexure ii for procedures not described above.

Prepayment meters generic MIC Activities

- The MIC will collect the job card and the allocated Meter/Circuit/Seals Breaker from ENGINEER or his delegate office.
- A token receipt with 40kWh preloaded units will also be attached to the job card. These 40kWh preloaded units must be loaded by the contractor onto the meter once installed and commissioned prior to leaving the site due to the fact that the consumer will be charged for these 40kWh units.
- Necessary engineering tokens such as power limit, key change and tamper reset will also be printed on the job card.
- Plan all job cards as per priority and date (order of priority is: new installations, meter upgrades, repair and replace of faulty meters and retrofits).
- The MIC needs to contact the customer to make an arrangement to access the premises to do the meter installation.
- Three types of communication methods are being used with prepayment meters that is installed in CoE i.e. Power Line Communication (PLC), communications wire communication (also referred to in layman's terms as Comms Wire or pilot cable Communication) and Radio Frequency (RF).
- The phase rotation on a three phase connection must be established before the installation of the three phase meter and must be confirmed to be correct after the installation.
- Install the prepayment meter upright with the bottom of the meter parallel with the bottom of the meter box.
- The PLC/communication wire/Radio Frequency prepayment meter must be installed as indicated on the job card.
- The contractor must establish, prior to the installation of a communication wire prepayment meter, whether the customer's electrical contractor has installed the communication wire.
- The Customer Interface Unit (CIU or keypad) must be installed inside the house in such a manner that the installation thereof complies with SANS 10142 i.e. the keypad shall not be installed in a Water Closet (WC), bathroom or a kitchen above the stove, kettles or any heating element.
- Use all the screws required to secure the meter and the CIU properly. In the case of a PLC meter the keypad must be plugged into the closest socket outlet to the DB board.
- Make sure that the circuit breaker is the correct Amperage and Curve and installed in a secure manner.

- Use the correct size and colour wires when connecting the meter. Make sure that all connections are tightened properly.
- The contractor must commission the keypad and make sure that applicable engineering tokens printed on the job card are entered into the meter in the correct sequence and then show the owner/developer or responsible person on site how to load the units on the keypad when uploading the token for the subsidised 40kWh units. She/he must give the prepayment card and documentation (prepayment meter instructions, tariff pamphlet and copy of vending points) to the customer. Once the 40kWh preloaded units have been loaded onto the keypad, a digital photo need to be taken of the keypad indicating the successful commissioning of the keypad and units loaded. It is required from the contractor to provide this photo in an electronic format to the ENGINEER or his delegate which will be used as proof of commissioning of the meter installation.
- The contractor must test the meter installation to verify that the supply is in order and that the meter operates correctly.
- Work started during any day, must be completed and tested the same day.
- On a new metering installation, the supply must be left in the off position (switched off) once the metering installation has been tested, as the Customer Care section of the CoE will switch on the power for testing and/or after a COC has been received from the customer's installation electrician.
- Notices and letters must be used to communicate with customers and keep them informed.
- All meters and Circuit Breakers when installed must be marked with the street address and stand number on labelling stickers (no permanent marking pens) as per labelling policy.
- The contractor is required to remove the 3 meter number labels that can be found inside the packaging of the prepayment meter and paste it on the inside of the keypad, on the metering device and on or in close proximity of the circuit breaker (photos in this regard is also required in electronic format).
- All meters must be sealed in accordance to NRS096-1:2007.
- All connection cables (neutral, earth or live) will, where applicable be joined by means of a Pratley connector when a tail is created at this point, (not applicable to cables joints).
- The MIC Contractor is to take before and after digital photographs of all tasks completed.
- The meter installation will be executed in terms of NRS047 and CoE's Standard Procedures.
- The MIC is to refer to the Meter Installation Procedure Matrix for MIC document attached as Annexure ii for procedures not described above.

Generic conclusion to any below installation process

AMR Meters (all Sizes)

After the successful installation of the meter by the MIC and modem by the RMSPP it will be required by the **EMMC** to perform a QA inspection on the meter installation and capture the meter installation details in the CoE metering BPM system, add all the job card information in PDF format to the Metering BPM system and all digital evidence (MIC's and **EMMC** QA inspection photos) and sign off the activity. The **EMMC** will be required to verify that all AMR metering and tariff info are loaded to the RMSPP database and communication between the AMR meter and the RMSPP database is fully functional. All hard copies of the mentioned documents shall be forwarded to the relevant depot. For all meter installation

instructions on AMR direct driven credit meter connections it will be required by the **EMMC** to perform QA's on all installations (100%).

It will be required from the **EMMC** to provide on a fortnightly basis a report to the Energy Department's Engineer with respect to all new or replacing (upgrade/downgrade) of conventional/ AMR direct driven credit meter done and QA'd and passed, if no connections were done or no QA's were performed the **EMMC** should report a zero for this. The format of and the detail required from the report will be provided to the successful consultant. It is expected from the **EMMC** to ensure that all meter data is successfully uploaded on the Finance billing system and to trace the application until successfully uploaded. The **EMMC** will be required to verify that all AMR metering and tariff info are loaded to the RMSP database and communication between the AMR meter and the RMSP database is fully functional.

Prepayment meters (all sizes)

After the successful installation of the meter it will be required by the **EMMC** to perform a QA inspection on the meter installation and capture the meter installation details in the CoE metering BPM system, add all the job card information in PDF format to the CoE Metering BPM system and all digital evidence (MIC's and **EMMC** QA inspection photos) and sign off the activity. All hard copies of the mentioned documents shall be forwarded to the relevant depot. For all new prepayment meter connections it will be required by the **EMMC** to perform 50% QA's on all installations. It will be required from the **EMMC** to provide on a fortnightly basis a report to the Energy Department's Engineer with respect to all new installations done and QA'd and passed, if no connections were done or no QA's were performed the **EMMC** should report a zero for this. The format of and the detail required from the report will be provided to the successful consultant. It is expected from the **EMMC** to ensure that all meter data is successfully uploaded on the Finance billing system and Prepayment meter Vending system and to follow the application until successfully uploaded.

PS 5.3.1.1 NEW AMR DIRECT DRIVEN CREDIT METER (OR SMART METER IN CREDIT METER MODE WHEN IMPLEMENTED) INSTALLATION 100A OR LESS (NEW SERVICE CONNECTION) {FLOW CHART ERS 1.1}

Detail of installation process.

The appointed EMMC will manage the following MIC activities with the above generic relevant activities for installing a new direct driven AMR credit meter with the aforementioned generic activities.

- When the installation is completed, GPS coordinates in latitude and longitude in decimal degrees shall be obtained and recorded on the job card and returned to the ENGINEER or his delegate with the new meter information as follows:
 1. Start reading of new meter.
 2. Number of dials/digits of new meter.
 3. The meter number of the new meter.
 4. The installation date.
 5. Meter seal serial numbers.

6. Meter Rating
7. Circuit Breaker Amperage
8. Proof of labelling of the service connection and the meter as per Labelling policy
9. Modem Serial Number
10. Successful commissioning with RMSP

PS 5.3.1.2 NEW PREPAYMENT METER (or Smart meter IN PREPAYMENT METER MODE when implemented) 100A OR LESS (NEW SERVICE CONNECTION) {FLOW CHART ERS1.2}

Detail of installation process.

The appointed EMMC will manage the following MIC process with the above generic relevant activities for installing a new prepayment meter.

- When the installation is completed, GPS coordinates in latitude and longitude in decimal degrees shall be obtained and recorded on the job card and returned to the ENGINEER or his delegate with the new meter information which is as follows:
 1. Installation date
 2. Meter number
 3. Total units once commissioned
 4. Meter seal Serial Numbers
 5. Circuit Breaker Amperage
 6. Proof of labelling of the service connection and the meter as per Labelling policy

PS 5.3.1.3 REPAIR OR REPLACEMENT OF MANUAL READ OR AMR CREDIT METER WITH AMR DIRECT DRIVEN CREDIT METERS (or Smart meters IN CREDIT METER MODE when implemented) 150A OR LESS {FLOW CHART ERS1.3}

Detail of installation process.

The appointed EMMC will manage the following MIC process with the above generic relevant activities for the repairing or replacement of a manual read credit meter or AMR to an AMR direct driven credit meter.

- Remove the damaged or old meter and install the new meter in the same location or as indicated by the job card.
- On a repair and replacement metering installation, the supply must be switched on once the metering installation has been completed and tested.
- Mark old meter properly and take it back to the ENGINEER or his delegate.
- When the installation is completed, GPS coordinates in latitude and longitude in decimal degrees shall be obtained and recorded on the job card and returned to the ENGINEER or his delegate with the old and new meter information as follows:
 1. Closing reading of old meter.
 2. Number of dials/digits of old meter.
 3. The meter number of the old meter.
 4. Start reading of new meter.
 5. Number of dials/digits of new meter.

6. The meter number of the new meter.
7. The installation date.
8. Meter seal serial numbers.
9. Meter Rating
10. Circuit Breaker Amperage
11. Proof of labelling of the service connection and the meter as per Labelling policy
12. Both CCC meter serial numbers and supplier meter serial number.

PS 5.3.1.4 RETROFITTING OF A CONVENTIONAL METER WITH A PREPAYMENT METER (OR RETROFITTING OF A CONVENTIONAL METER OR A PREPAYMENT METER WITH A SMART METER WHEN IMPLEMENTED IN THE SAME METER OPERATION MODE) {FLOW CHART ERS1.4}

It is also possible that a work instruction for the retrofit of a conventional meter to a prepayment meter will be generated by the Energy Department as a result of the findings of an inspection conducted on an error code received through the BP421 process. This could be an individual retrofit or a bulk project to retrofit multiple conventional meters.

Note:

The process might be changed slightly to accommodate the retrofitting of prepayment meters with smart meters once implemented.

Detail of installation process.

The appointed EMMC will manage the following MIC process with the above generic relevant activities of retrofitting a conventional meter with a prepayment meter.

- Remove the damaged or old meter and install the new prepayment meter in the same location or as indicated by the job card.
- Once the retrofitting of the metering installation is completed, the supply must be switched on once the metering installation has been completed and tested.
- Mark old meter and replaced circuit breakers properly with stand address and take it back to the ENGINEER or his delegate.
- When the installation is completed, GPS coordinates in latitude and longitude in decimal degrees shall be obtained and recorded on the job card and returned to the ENGINEER or his delegate with the old and new meter information as follows:
 1. Closing reading of old meter.
 2. Number of dials/digits of old meter.
 3. The meter number of the old meter.
 4. The meter number of the prepayment meter.
 5. The installation date.
 6. Meter seal serial numbers.
 7. Total units on prepayment once commissioned.
 8. Circuit Breaker Amperage.
 9. The meter number of the new prepayment meter if original meter was faulty.
 10. Proof of labelling of the service connection and the meter as per Labelling policy

PS 5.3.1.5 REPAIR OR REPLACEMENT OF A PREPAYMENT METER WITH A PREPAYMENT METER {FLOW CHART ERS1.5}

It is also possible that a work instruction for the change of a prepayment meter to a prepayment meter will be generated by the Energy Department as a result of the findings of an inspection conducted from a non-purchase / low-purchase report. This could be an individual replacement or a bulk project to replace multiple prepayment meters.

Detail of installation process.

The appointed EMMC will manage the following MIC process with the above generic relevant activities for the repairing of a prepayment meter or replacement of prepayment meter with a prepayment meter.

- Necessary engineering tokens such as power limit, key change and tamper reset will be printed on the job card.
- No token receipt for free kWh units will be issued with the job-card. The contractor is required to establish onsite if there are any remaining units left on the old or damaged prepayment meter or in a manner agreed by the ENGINEER or his delegate and obtain the free kWh issue from the ENGINEER or his delegate.
- Prior to the removal of the damaged or old meter the contractor is required to establish if there is any remaining kWh Units on the old prepayment meter and this needs to be recorded on the job card and a digital photograph taken as proof of the units remaining. The digital photograph is to be attached to the job card and to the document referred to in the next sentence and provided to the ENGINEER or his delegate. The contractor is then required to complete the documentation from the ENGINEER or his delegate to have the units credited and provided to the consumer as a Free Issue. In the event of the prepayment meter being damaged to such an extent that the remaining units cannot be determined on site, the meter needs to be taken to the ENGINEER or his delegate to establish with testing equipment the remaining kWh units. If the Consumer claims that there is remaining units on the meter, the consumer needs to provide proof of purchase and this will be verified and approved by the ENGINEER or his delegate for a free kWh issue. The contractor cannot use his own discretion in this regard. The contractor is required to install the new PLC/communication wire/RF prepayment meter in the same location or as indicated by the job card.
- On a repair of and or replacement of a meter work instruction, the supply must be switched on once the metering installation has been completed and tested.
- When the installation is completed, GPS coordinates in latitude and longitude in decimal degrees shall be obtained and recorded on the job card and returned to the ENGINEER or his delegate with the old and new meter information as follows:
 1. The installation date.
 2. Meter seal serial numbers.
 3. Remaining units on old prepayment meter (if possible)
 4. Total units on new prepayment meter once commissioned.
 5. Proof of labelling of the service connection and the meter as per Labelling policy

PS 5.3.2 APPLICATIONS GREATER THAN 100A AMR DIRECT DRIVEN CREDIT METER CONNECTIONS, ABOVE 150A, CT DRIVEN LOW VOLTAGE (400VOLT) CONNECTION DEMAND METER COMMUNICATING VIA MODEM AND CT-VT DRIVEN MEDIUM VOLTAGE ($\geq 11\ 000$ VOLT) CONNECTIONS WITH DEMAND METER COMMUNICATING VIA MODEM

Larger than 100 Ampere electricity meters are to be installed, repaired or replaced on an as and when required basis by Meter Installation Contractors and CoE's Energy divisions for remotely read (AMR) demand meters under the management and the supervision of the **EMMC**. The **EMMC** will receive the instruction from Energy via the CoE BPM System, and will then be responsible to manage and oversee the installation of the meter and updating the meter information to the CoE BPM system.

As part of this process, the **EMMC** will be responsible for Quality Assessment of the Meter Installation Contractor albeit internally or externally. In this instance 100% of all repairs or installations completed are to be inspected and verified by the **EMMC**.

The **EMMC** needs to perform the above activities according to the timeframes as indicated in PS 6.

Introduction to any of the below AMR installation process.

The CoE Energy Department's Planning Services Division will receive, process and manage all applications for this process and once payment has been made by the applicant and meter installation has been approved, an AMR direct driven credit meter will be issued by either the **EMMC** or the Energy Department. The instruction for the cabling and the meter installation job card will be forwarded electronically to the **EMMC**. The **EMMC** will determine if cabling is required and will generate a job card accordingly to the Planning Services Construction and a job card to the MIC for the meter installation contractor (Internal or External). In almost all of the new and upgrades for this connection size, cabling will be required to be installed. The cabling will be installed by the Planning Services internal staff or appointed cabling contractor. Once installed by the Planning Services Division Construction the **EMMC** will perform Quality Assessment inspection and uploading of the meter (new) and removal of the old meter (upgrade if applicable) This will be performed and issued to the **EMMC** through CoE's BPM system and captured on CoE's BPM system.

PS 5.3.2.1 INSTALLATION OF AN APPLICATION OF A GREATER THAN 100AMPS BUT EQUAL TO OR LESS THAN 150 AMPERE AMR DIRECT DRIVEN CREDIT METER CONNECTIONS, NEW AND UPGRADES COMMUNICATING VIA MODEM {FLOW CHARTERS 2.1}

Detail of installation process.

The appointed **EMMC** will manage the following MIC process with the above generic relevant activities mentioned in PS 5.3.1 for installing a new AMR direct driven credit meter.

- When the installation is completed, GPS coordinates in latitude and longitude in decimal degrees shall be obtained and recorded on the job card and returned to the ENGINEER or his delegate with the old and new meter information as follows:
 1. Start reading of new meter.
 2. Closing reading of old meter (if applicable)
 3. Number of dials/digits of new meter.
 4. Number of dials/digits of old meter (if applicable)
 5. The meter number of the new meter.
 6. The meter number of the old meter (if applicable)
 7. The installation date.
 8. Meter seal serial numbers.
 9. Meter Rating
 10. Circuit Breaker Amperage
 11. Proof of labelling of the service connection and the meter as per Labelling policy

PS 5.3.2.2 INSTALLATION OF AN APPLICATION FOR A CT DRIVEN LOW VOLTAGE (400VOLT) CONNECTION ABOVE 150 AMPERE UP TO AND EQUAL TO 300 AMPERE WITH A DEMAND METER COMMUNICATING VIA MODEM NEW OR UPGRADE) {FLOW CHART ERS 2.2}

Detail of installation process.

The appointed EMMC will manage the process as detailed in the Flow Diagram No. ERS 2.2 for installing a new CT Driven AMR meter and is shown in bold font below.

- Detail of application, installation processes and action to be taken by relevant stakeholders:
- Applicant for an AMR Demand/No Demand meter type service connection applies for connection at Planning Services for any connections above 100 Ampere and at Customer Services for connection equal to or below 100 Ampere.
- The costing, quotation and design of the installation will be done by Planning Services/Customer Services.
- The quotation will include the capacity charges, deposit and connection fee.
- Once the consumer accepts the quotation Planning Services captures the application on CoE's BPM system with the relevant consumer detail and cost associated with the connection and the connection detail, together with the applicable tariff and tariff code detail.
- The capacity charges payable plus connection fee must be paid by applicant at the Finance Income Department and user agreement will be signed.
- A project file is generated with detail drawings by PS, documents and if MV network changes are required then the MV line diagrams will be updated for MV section for switching and Control Centre to take the necessary actions. Part of the project file will be the Job card generated by CoE's BPM system. The project file consists of 4 files. One file for Planning Services Construction (PSC) section, one file for Operations and Maintenance's (O&M) Protection, Test and Metering (PT&M), one file for Operations and Maintenance's (O&M) Medium Voltage section (MV) and one file for Operations and Maintenance's (O&M) Centralised Control Room (CCR)

- In the event where MV network changes are required and electrical plant (Kiosk, Miniature substation etc.) needs to be installed, MV line diagrams will be updated. This is required for the MV section to do the required switching and changes to the network and for the Control Centre to take the necessary actions. The changes to and energising of the MV network will however be treated as a standard MV installation procedure, separate from the service connection installation.
- The wiring of the Current Transformers (CT's), test block and metering protection will be installed and wired by the PSC section.
- **The service connection switch will be left in the off position in order for the applicant's electrician to provide CoE with a copy of the Certificate of Compliance (COC) for the property's electrical installation.** The COC can only be accepted if the property's electrical plant complies with the standard test and that the test certificates have been submitted to the PT&M section.
- **EMMC** will receive the detail of the connection application for an AMR Demand/No Demand meter via the CoE's BPM system. The activity within the BPM system will be the Meter Office activity.
- Energy Department is making use of an Engineering Management Information System (EMIS). The **EMMC** will utilise this system to electronically inform Operations and Maintenance's PT&M section to install the remote CT driven meter, as per BPM job card, after the PCS section has completed the installation up to the metering test block.
- The **EMMC** will be required to attach the BPM system's job card to the EMIS system which will generate a pre-populated job card based on data captured by the **EMMC** which will include the customer details and the applicable tariff code, to PT&M section.
- The PSC Section will inform PT&M section once the CT wiring is complete and test block is installed and the AMR meter is required and can be programmed according to the CT's rating.
- PT&M section will source and install the CT driven AMR meter and the modem and commission the installation. During this process the PT&M section will accompany the RMSP to the installation, to ensure that the meter is programmed according to CoE standard and that the modem is communicating with the RMSP's metering database site. Once the installation has been completed and all the metering aspects have been attended to, the meter information sheet shall be completed and signed off, on site, by the PT&M section and the RMSP.

The RMSP will provide PT&M section with the phasor diagram of the installation and populate RMSP's website with the phasor diagram and customer details within 48 hours of commissioning the installation. If no load is drawn the phasor diagram will be supplied after the final site inspection done by **EMMC** when load is drawn.

PT&M section will capture the installation details on EMIS as well as scan and upload relevant documents to EMIS. The information will automatically be routed to the **EMMC**, Scheduler and Customer Services (**EMMC** will verify that all consumer data and metering data have been uploaded correctly to the RMSP website and billing system (currently Venus) as per commissioning sheet and meter information sheet. The connection size and applicable tariff code will be confirmed during this process.)

The EMMC will download the data from EMIS, captured by PT&M section, and perform a QA on the meter installation to ensure that the CT driven meter is programmed according to CoE standards. In addition it will be confirmed that the modem is communicating with the RMSP's metering database site. Furthermore it will

be required, from the **EMMC**, to ensure that the correct account number, Billing system (Venus) stand number, owner's details, correct tariff codes and the meter number are uploaded on the RMSP database. The **EMMC** will thereafter transfer the commissioning sheet's metering data to the CoE's BPM System, at the Meter Office Activity. The completed BPM system's job card, EMIS completed job card with meter information sheet, commissioning sheet, QA results, photos, verified account and meter details and phasor diagram will be uploaded to the RMSP database and be viewable on the website.

- If any MV network were altered, the Centralised Control Room (CCR) will be notified via CoE's business tool and ensure that the necessary line diagrams are updated and that the plant comply to the standard test and that tests are performed on the MV cables and switchgear to energise the plant. The Low Voltage to the connection will remain off as the applicant's electrician's needs to provide the COC for the property's electrical installation.
- The PS Engineer will be notified of the successful installation via the CoE's BPM system for verification that all inspections have been performed on the installation and that it complies to the original design.
- The Planning section will be notified through CoE's BPM system to obtain the COC from the applicant's electrical contractor prior to final switch on.
- The Finance Department will be notified via the CoE's BPM system of the meters as per tariff structure that is required to be loaded to billing system (currently Venus) and that by verifying the process it will upload the meter to the billing system (currently Venus).
- The BPM system will inform the assets contractor to upload the plant as an CoE asset in the register.
- The **EMMC** will carry out a revisit inspection on the installation, once the installation has taken load. The **EMMC** will ensure that the meter data is registered correctly on the RMSP database. The meter data must be downloaded and the meter setup and phasor diagram information be uploaded to EMIS and routed to PT&M section, Scheduler and Customer Services for filing.

It must be noted that during the course of the contract the processes might be altered or reviewed by The City. The appointed **EMMC** will be notified of any such changes.

PS 5.3.2.3 INSTALLATION OF AN APPLICATION FOR A CT-VT DRIVEN MEDIUM VOLTAGE ($\geq 11\ 000$ VOLT) CONNECTION WITH A DEMAND METER COMMUNICATING VIA MODEM (ABOVE 300 AMPERE, NEW OR UPGRADE) {FLOW CHART ERS 2.3}

Detail of installation process.

The appointed EMMC will manage the process as detailed in the Flow Diagram No. ERS 2.3 for installing a new CT – VT Driven AMR meter and is shown in bold font below.

- Detail of application, installation processes and action to be taken by relevant stakeholders:
- Applicant for an AMR Demand meter type service connection applies for connection at Planning Services for these type of connections.
- The costing, quotation and design of the installation will be done by Planning Services.

- The quotation will include the contributions, capacity charges, deposit and connection fee.
- Once the consumer accepts quotation Planning Services captures the application on CoE's BPM system with the relevant consumer detail and cost associated with the connection and the connection detail, together with the applicable tariff and tariff code detail.
- The Contributions and capacity charges payable plus connection fee must be paid by applicant at the Finance Income Department and user agreement will be signed.
- A project file is generated with detail drawings by PS, documents and if MV network changes are required then the MV line diagrams will be updated for MV section for switching and Control Centre to take the necessary actions. Part of the project file will be the Job card generated by CoE's BPM system. The project file consists of 4 files. One file for Planning Services Construction (PSC) section, one file for Operations and Maintenance's (O&M) Protection, Test and Metering (PT&M), one file for Operations and Maintenance's (O&M) Medium Voltage section (MV) and one file for Operations and Maintenance's (O&M) Centralised Control Room (CCR)
- In the event where MV network changes are required and electrical plant (Kiosk, Miniature substation etc.) need to be installed, MV line diagrams will be updated. This is required for the MV section to do the required switching and changes to the network and for the Control Centre to take the necessary actions. The changes to and energising of the MV network will however be treated as a standard MV installation procedure, separate from the service connection installation.
- The wiring of the Current Transformers (CT's), Voltage Transformers (VT's), test block and metering protection will be installed and wired by the PSC section.
- The service connection switch will be left in the off position in order for the applicant's electrician to provide CoE with a copy of the Certificate of Compliance (COC) for the property's electrical installation. The COC can only be accepted if the property's electrical plant complies with the standard test and that the test certificates have been submitted to the PT&M section.
- **EMMC** will receive the detail of the connection application for an AMR Demand meter via the CoE's BPM system. The activity within the BPM system will be the Meter Office activity.
- Energy Department is making use of an Engineering Management Information System (EMIS). The **EMMC** will utilise this system to electronically inform Operations and Maintenance's PT&M section to install the remote CT-VT driven meter, as per BPM job card, after the PCS section has completed the installation up to the metering test block.
- The **EMMC** will be required to attach the BPM system's job card to the EMIS system which will generate a pre-populated job card based on data captured by the **EMMC** which will include the customer details and the applicable tariff code to PT&M section.
- The PSC Section will inform PT&M section once the CT - VT wiring is complete and test block is installed and the demand meter is required and can be programmed according to the CT's and VT's rating.
- PT&M section will source and install the CT – VT driven meter and the modem and commission the installation. During this process the PT&M section will accompany the RMSP to the installation, to ensure that the meter is programmed according to CoE standard and that the modem is communicating with the RMSP's metering database site. Once the installation has been completed and all the metering aspects have been attended to, the meter information sheet shall be completed and signed off, on site, by the PT&M section and the RMSP.

The RMSP will provide PT&M section with the phasor diagram of the installation and populate RMSP's website with the phasor diagram and customer details within 48 hours of commissioning the installation. If no load is drawn the phasor diagram will be supplied after the final site inspection done by **EMMC** when load is drawn.

PT&M section will capture the installation details on EMIS as well as scan and upload relevant documents to EMIS. The information will automatically be routed to the **EMMC**, Operations and Maintenance Scheduler and Customer Services (**EMMC** will verify that all consumer data and metering data have been uploaded correctly to the RMSP website and the billing system (currently Venus) as per commissioning sheet and meter information sheet. The connection size and applicable tariff code will be confirmed during this process.)

The EMMC will download the data from EMIS, captured by PT&M section, and perform a QA on the meter installation to ensure that the CT driven meter is programmed according to CoE standards. In addition it will be confirmed that the modem is communicating with the RMSP's metering database site. Furthermore it will be required, from the **EMMC**, to ensure that the correct account number, billing system (Venus) stand number, owner's details, correct tariff codes and the meter number are uploaded on the RMSP database. The **EMMC** will thereafter transfer the commissioning sheet's metering data to the CoE's BPM System, at the Meter Office Activity. The completed BPM system's job card, EMIS completed job card with meter information sheet, commissioning sheet, QA results, photos, verified account and meter details and phasor diagram will be uploaded to the RMSP database and be viewable on the website.

- If any MV network were altered the Centralised Control Room (CCR) will be notified via CoE's business tool and ensure that the necessary line diagrams are updated and that the plant comply to the standard test and that tests are performed on the MV cables and switchgear to energise the plant. **The Low Voltage to the connection will remain off as the applicant's electrician's needs to provide the COC for the property's electrical installation.**
- The PS Engineer will be notified of the successful installation via the CoE's BPM system for verification that all inspections has been performed on the installation and that it complies to the original design.
- The Planning section will be notified through CoE's BPM system to obtain the COC from the applicant's electrical contractor prior to final switch on.
- The Finance Department will be notified via the CoE's BPM system of the meters as per tariff structure that is required to be loaded to billing system (currently Venus) and that by verifying the process will upload the meter to the billing system (currently Venus).
- The BPM system will inform the assets contractor to upload the plant as an CoE asset in the register.
- The **EMMC** will carry out a revisit inspection on the installation, once the installation has taken load. The **EMMC** will ensure that the meter data is registered correctly on the RMSP database. The meter data must be downloaded and the meter setup and phasor diagram information be uploaded to EMIS and routed to PT&M section, Scheduler and Customer Services for filing.

It must be noted that during the course of the contract the processes might be altered or reviewed by The City. The appointed **EMMC** will be notified of any such changes.

PS 5.3.2.4 REPAIR AND REPLACEMENT OF AN AMR, DIRECT DRIVEN / CT OR CT-VT DRIVEN LOW OR MEDIUM VOLTAGE (≥ 11000 VOLT) DEMAND METER COMMUNICATING VIA MODEM {FLOW CHART ERS 2.4}

Introduction to repair / replace process.

Various processes/persons might identify a possible faulty AMR, direct / CT or CT-VT driven, meter installation which could result in a meter change.

It will be expected of the **EMMC** to perform and manage the following:

EMMC must monitor all fault logs captured on the RMSP server which are divided into two categories. RMSP is responsible for the one category and CoE responsible for the other category.

Category 1 is first line investigation and repairs to communication – RMSP responsibility; Category 2 relates to the meter and meter installation hardware and accessories excluding modem – CoE Responsibility (PT&M for CT / CT-VT driven and RS for direct driven).

The RMSP will perform a first line investigation into all fault logs and from these fault logs which CoE is responsible for, will be identified on the RMSP website database. **EMMC** will then from this list action all fault logs in terms of its requirement and create job cards through the CoE's BPM system and or Engineering Management Information System (EMIS for PT&M and RS).

Over and above the replacement or reinstatement of a faulty meter, the meter installation hardware and associated equipment also fail which has an impact on the correct collecting of Revenue from an AMR direct / CT or CT-VT driven metered customers.

Faults/enquiries/requests will be captured on EMIS, and if captured by the **EMMC**, forwarded to PT&M section (for AMR CT, CT-VT driven meters) and RS (for AMR direct driven meter). Faults/enquiries/requests can be logged by the **EMMC** and PT&M section only.

Once the meter installation work has been completed, the PT&M or RS section will capture the installation details on EMIS, as well as scan and upload relevant documents to EMIS. The information will automatically be routed to the **EMMC**, Operations and Maintenance Scheduler and Customer Services.

The **EMMC** will carry out an inspection on the installation and will ensure that meter data is registered correctly on the RMSP database. The meter details must be downloaded and the meter setup and phasor diagram information be uploaded to EMIS and routed to PT&M section, Scheduler and Administration for filing.

It is also possible that a work instruction for the conversion of an old conventional direct or CT/CT-VT driven meter to an AMR direct / CT/ CT-VT driven meter installation will be generated by the Energy Department as a result of the findings of an inspection conducted base on the result of a billing report. This could be an individual conversion or a bulk project to convert multiple conventional Manual read, direct /CT/CT-VT driven meters to AMR direct/CT/CT-VT driven meters.

Detail of repair / replace process.

The appointed EMMC will manage the process as detailed in the Flow Diagram No. ERS 2.4 for repair or replacement of an AMR direct driven / CT or CT-VT driven meter and or meter installation communicating via modem and is shown in bold font below.

- The **EMMC** will monitor all faults captured on the RMSP server.
- The RMSP will perform first line investigation to all faults logged. From the first line investigations the entity responsible for the normalisation of the installation is identified and logged on the RMSP server.
- The **EMMC** will capture all faults that have been identified as the responsibility of CoE, on EMIS. EMIS will generate a job card to PT&M section, with pre populated customer details. The job card consists of an instruction sheet with a meter information sheet attached.

Meter installation defects/alterations reported to the EMMC by persons/processes other than the RMSP.

- The **EMMC** will capture the info on EMIS to inform Operations and Maintenance's PT&M section (for CT/CT-VT driven AMR meters) RS (for direct driven AMR meters), electronically, to investigate these faults/enquiries. EMIS will generate a job card to the relevant section, with pre-populated customer details, including the applicable tariff code. The job card consists of an instruction sheet with a meter information sheet attached.

Meter installation defects/alterations identified by the PT&M or RS section.

- The relevant section will capture the info on EMIS. EMIS will generate a job card to PT&M section, with pre populated customer details, including the applicable tariff code. The job card consists of an instruction sheet with a meter information sheet attached.

Generic process to follow after identification

- Once the replacement/repair is complete the metering information sheet will be completed by relevant section.
- The relevant section will capture meter installation repair/changes details, scan and upload relevant documents to EMIS. The information will automatically be routed to the **EMMC**, Operations and Maintenance Scheduler and Customer Services.
- The **EMMC** will transfer all uploaded data received on EMIS to the Finance billing system via the CoE's BPM system and close the old meter (if so required) on the Billing system.
- The **EMMC** will be required to perform the necessary back-billing and correction of the account report of the customer where necessary.
- Once the correction of account report has been finalised, it will be presented to Revenue Services who will arrange a meeting with the customer and Finance and the **EMMC**.
- The **EMMC** will make a presentation to the customer, to Finance Income and to Energy and if in agreement the corrected amounts will be passed on to the customer account.

- The **EMMC** will be required to do follow up investigations on the RMSP's website on the status of the meter installation and to ensure that the meter data is recording correctly.

It must be noted that during the course of the contract the processes might be altered or reviewed by The City. The appointed **EMMC** will be notified of any such changes.

The **EMMC** will publish all the repair and replacement documentation on the CoE's ERP site in order for the relevant Depot to archive all the meter movements etc.

PS 5.3.3 CoE Departmental Internal Connections

This process refers to the electricity meters required by CoE Departments. Meter installations under this process includes all sizes and the process from the **EMMC's** perspective, dependent upon connection type and size, is identical to those described under flow diagrams ERS 1.1, 1.2, 1.3, 1.4, 1.5, 2.1, 2.2, 2.3, 2.4 and the detailed processes laid out in this document under PS 5.3.1 and PS 5.3.2

It will be expected of the **EMMC** to establish, on an ongoing basis, which CoE installations are not metered and to then ensure that these are added to the billing system for Energy balance purposes.

PS 5.3.4 New Electrification Projects' Electrical Connections

This process describes a Low Cost Housing Development, where the electricity meters are installed together with the electrical reticulation (as part of the servicing of the development). Estimated quantities are 120 000 for formalised townships and 160 000 for informal settlements. CoE's Planning Services Division, Energy Department is in the process to attend to the backlog as funding becomes available and is allocated to projects. Funding made available will determine the volumes of the backlog that will be addressed through the period of this contract.

In this process, the **EMMC** is responsible for capturing the meter information through the CoE BPM System in order to be able to do inspections, inspect 50% of the installations, update information on CoE SYSTEM and submit a summary (in spreadsheet format) to the CoE Engineer. Meter installations done by the MIC for this process are from the **EMMC's** perspective identical to those described under ERS 1.2 and the corresponding detailed processes laid out in this document under PS 5.3.1 and will be managed by the **EMMC** as such.

PS 5.3.5 Connection Size Alteration

This process describes the scenario where an existing electrical connection needs to be upsized (or downsized).

In this instance, from the **EMMC's** perspective, the same process is to be followed as described under flow diagrams ERS 1.3, 1.5, 2.1, 2.2, 2.3 and the corresponding detailed processes laid out in this document under PS 5.3.1 and PS 5.3.2. The **EMMC** will receive the instruction from Energy via the CoE BPM system, and will then be responsible to

manage and oversee the installation of the larger meter and updating the meter information to the CoE system.

As part of this process, the **EMMC** will be responsible for Quality Assessment of the Meter Installation Contractor i.e. 50% of all repairs or installations completed are to be inspected and verified by the **EMMC**.

PS 5.3.6 Customer Complaints Related to Electricity Services

This process has been included for information purposes only. The **EMMC** will not be required to deal with Customer Complaints directly. However, in the case of Energy related complaints, the **EMMC** may be required to do an inspection. Where through an inspection it is found that a meter needs to be replaced then from the **EMMC**'s perspective, the same process is to be followed as described under flow diagrams ERS 1.3, 1.5 or 2.4 (bulk meter replacement) and the corresponding detailed processes laid out in this document under PS 5.3.1 and PS 5.3.2.

PS 5.3.7 Electrical Meter Testing

This process describes the scenario where a customer requests an electrical meter to be tested.

The CoE will decide on whether to use the **EMMC** to facilitate the process or not. Should the **EMMC** not facilitate the process, the process will be similar to the repair and replace processes ERS 1.3, 1.5 and 2.4 from the **EMMC**'s perspective.

In the case where the **EMMC** facilitates the process, the **EMMC** will receive the instruction from Energy via the CoE BPM system, and will then be responsible to manage and oversee the testing process i.e. between the MIC and an accredited SANAS laboratory. The replacement process will also be similar to ERS 1.3 or 1.5 or 2.4. The **EMMC** reports back to Energy Revenue Services Depot on the test results.

PS 5.3.8 BP421 deviation report / Codes in terms of manual read credit meters. (Flow Diagram ERS 3.1)

For the purpose of this section it should be noted that the generation and the management of the BP421 deviation report for manual read credit meters is with the Finance Department therefore the **EMMC**'s which is under the management of the Energy Department will act and manage the BP421 report on behalf of the Finance Department.

The list of error codes will be generated by the **Finance Department**. These error codes will be supplied to the **EMMC** who will either refer the codes to the CoE Engineer or investigate. Investigations of the error codes will include a physical site inspection to confirm the reported problem/error. The error codes found to be incorrect (i.e. the reported problem/error does not exist on the stand/meter as reported by the MRC) will be referred back to the MRC by the **EMMC**, who will also apply penalties, if applicable, to the MRC.

In the event of the error/problem being true, the **EMMC** will generate a job instruction and issue it to the MIC.

From issue of instruction the process will be handled in the same manner as ERS1.1, 1.2, 1.3, 1.4, 1.5, 2.1 depending on the type and size of the connection. As indicated above the EMMC on behalf of the Energy Department will be managing the meter reading contractor (MRC) and based on the findings of the MRC on credit meters read under the MRC contract the **EMMC** will report the BP421 codes that is reflecting a maintenance code to the **Energy/Finance**. The BP421 maintenance codes have a twofold responsibility. A certain amount of the BP421 Maintenance codes will be the responsibility of the CoE Energy Department to clear and a certain amount of the BP421 Maintenance codes will be the responsibility of the **EMMC** to clear. (Also REFER to BP421 flow diagram ERS 3.1)

The details of the error codes for a **manual read credit meter** are as follows but not limited and can be changed at any point of time of the contract:

CODE	DESCRIPTION	RESPONSIBILITY
100	Gate locked	EMMC / CoE - Energy
101	Not unlocking (Official)	CoE - Energy
200	Cannot locate meter	CoE - Energy
201	No physical address	EMMC / CoE - Finance
202	Private lock on meter box	CoE - Energy
205	Empty stand - cannot locate meter	CoE - Energy
300	Meter box covered	CoE - Energy
301	Meter damaged	EMMC/CoE - Energy
302	Meter tampered with	EMMC/CoE - Energy
303	Meter upside down	EMMC/CoE - Energy
305	Meter covered	CoE - Energy
307	Meter incorrectly installed	EMMC/CoE - Energy
308	Dirty dials	CoE - Energy
309	Meter box obstructed	CoE - Energy
310	Snake in box	CoE - Energy
312	Replaced electricity meter	EMMC/CoE - Energy
400	Possible tampered connection	EMMC/CoE - Energy
401	Possible tamper on bulk meter	EMMC/CoE - Energy / Water
500	Bees in Box	CoE - Energy
600	Meter disconnected	CoE - Energy
700	Meter number & Dial problem	CoE - Energy
747	MOL: No fault log entry	CoE - Energy
748	MOL: No meters defined for customer	CoE - Energy
749	MOL: No reading	CoE - Energy
750	Internet Metering	CoE - Energy
751	MOL: Communication Problem	CoE - Energy
752	MOL: Maintenance In Progress	CoE - Energy
753	MOL: EMM Maintenance Required	CoE - Energy
754	MOL: Venus Data Required	CoE - Energy
755	MOL: Spare	CoE - Energy
756	MOL: Estimated Consumption	CoE - Energy
760	MOL: Vacant	CoE - Energy

CODE	DESCRIPTION	RESPONSIBILITY
800	Reading Possible - Maintenance problem	CoE - Energy
850	Wrong Cycle	EMMC / CoE - Finance
901	Reading adjusted by EMMC	EMMC / CoE - Finance
902	Amps Differ	CoE - Energy
903	Clock Dial Meter	CoE - Energy
904	Meter Cycled	CoE - Finance
905	Reading after hours	EMMC / CoE - Energy
906	No Consumption - stuck meter	CoE - Energy
907	Reading by customer	EMMC / CoE -Finance
908	Possible Change in Land Use	CoE - Finance
909	BP421 Checked – revisited	EMMC / CoE - Energy
910	Unmanned Security Township	EMMC / CoE - Finance
911	Meter replaced with pre-paid	EMMC/CoE - Energy
912	Protective Structures	CoE - Energy
913	Photo Reading	EMMC / CoE - Finance
914	Meter replaced - new meter	CoE - Energy
915	Meter Inside Property	EMMC / CoE - Energy
916	No meter	CoE - Energy
920	Meter not read by MRC	EMMC / CoE - Energy
925	MRC Reading - Unconfirmed	EMMC / CoE - Finance
930	BP421 Check - MRC History	EMMC / CoE - Finance
935	EMM captured Reading - Seconded reader	CoE - Finance
990	Maintenance problem logged by finance	CoE - Energy / Water
991	Check Reading Request Finance	CoE - Finance
992	Reading captured by Finance	CoE - Finance
993	Unoccupied Property	CoE - Finance
994	Reading from water or energy service	CoE - Finance

For all of the above errors where the responsibility lies with the **Finance** or CoE Energy the **EMMC** will channel these errors to the Finance and Energy. The **EMMC** will take action on the error codes the **EMMC** is responsible for. The **EMMC** will map all error codes on a GIS system and provide the Energy Department with the detailed maps and in tabular reports. Detail and substantial data of the errors should be forwarded to the Energy Department for both the **EMMC** and the CoE Energy department responsibilities on error codes. The CoE Energy Department will take action on the error codes the Department is responsible for and will do comparisons between the previous month's error report and the current month. All the reports will be uploaded to CoE's ERP site.

The CoE Energy Department will oversee that the error codes the **EMMC** is responsible for are executed duly and fully. The error codes the **EMMC** is responsible for must be inspected and reported on within ten (10) working days and a detailed report on the findings thereof to be forwarded to the Revenue Services Depot Manager with recommendations to correct the code. The **EMMC** shall schedule a meeting with the Revenue Services Depot Manager to discuss the report and its recommendations. Job cards must be generated for the MIC where meter installations / repair or replacements are required based on the agreement between Revenue Services Depot Manager and **EMMC** to correct the code and managed accordingly. The error codes for that particular

month must be attended to and rectified before the next meter reading cycle to avoid the same property to appear on the error code report. A full report on the actions taken and challenges experienced by the **EMMC** should be reported monthly to FMMC and the Energy Department.

Summary of the above mentioned notes for the **EMMC** to act upon:

1. Splitting of the error codes into CoE – **EMMC** responsibilities
2. Provide detailed GIS and tabular report i.e. consumer, address, meter detail to CoE on errors CoE and **EMMC** are responsible for.
3. Issue Inspection Jobcards to internal **EMMC** inspectors on the error codes the **EMMC** are responsible for.
4. Validate the inspection from **EMMC** inspectors and provide detail report with findings and add recommendation to CoE Energy staff to determine what action should be taken, i.e. PS 5.3.1, CoE Energy staff to sign off recommendations in order for **EMMC** to issue job cards to MIC and or RMSP via PT&M.
5. Provide detail report on actions taken on BP421 **EMMC** errors and the finalisation on these errors.
6. Follow up on the codes CoE Energy is responsible for and ensure that these are resolved.
7. **EMMC** must comply with CoE's By-laws, Policies and Standard Operating Procedures on how to clear the error codes.

PS 5.3.9 Credit meter consumption pattern investigation

With regard to installed credit meters it will be required by the **EMMC** to draw reports from the Billing system and map the suspect consumption patterns on a GIS system and provide the Energy Department with the detailed maps and with the detailed tabular reports.

It is the intention of the Energy Department to eliminate the no-consumption and also the low consumption trend which credit meter consumers use to hide behind possible tampered credit meters, therefore the credit meter consumption pattern is dealt with in these two categories.

PS 5.3.9.1 90 day No consumption credit meter (all credit meter types) report.

The action plan is as follows:

It will be required by the **EMMC** to interrogate the Finance Billing System consumption report and generate a 90 day no-consumption report on a monthly basis by the 7th working day of the month and thereafter perform the following:

1. Finance Department perform credit control by disconnecting the credit meter onsite. The **EMMC** should provide a report indicating these meter connections that has been disconnected in a tabular and GIS format. All credit meters that has been disconnected for longer than 90 days should be included in the final list of credit meters to be visually inspected on site, but it should be clearly highlighted on the jobcard that a credit control measure is attached to the meter.

2. The **EMMC** must run further reports to compare the remaining identified non-consumption with the active applications on the The City's current BPM system (Solar Workflow) and exclude these from the final list to be inspected. However, if the application is still not finalised within the service standard time-frames (stuck at any activity within the BPM system) it should be added for inspection. These further and final exclusions should also be reported to Energy Department's Senior Engineer Revenue Services and the local Depot Manager Revenue Services in tabular and GIS format. The final list of no-consumption after all the above exclusion reports should then be presented to Energy Department's Senior Engineer Revenue Services and the local Depot Manager Revenue Services in tabular and GIS format clearly indicating the action plan per area.
3. Further exclusions from the investigations are areas that have been identified as areas to be part of a restitution project.
4. From the remaining data that is required to be inspected it will be required to start with a priority list and in this regard it is expected to start with records where no consumption is longer than 5 years, 4 years, 3years, 2 years, 1year and 6months and this should be the order in which the no transactions should be eliminated until the readings are in line with the Electricity By-Laws.

PS 5.3.9.2 Low consumption credit meter (all meter types) report.

The action plan is as follows:

It will be required by the **EMMC** to interrogate the Billing system (currently Venus) consumption report and generate a low-consumption report on a monthly basis by the 7th working day of the month and thereafter perform the following:

1. 1ST option - A daily consumption average for each township should be determined from all the consumption data in Billing system (currently Venus) All properties within that township which is below a specified percentage of the township daily consumption average should be identified as possible low consumption tampered meters. The specified percentage will be 10%, but will be subject to variation and adjustment as the project proceeds. 2ND option – use the average kWh consumption as a percentage to the house improvement value (percentages to be varied to obtain the most effective results). This option will also be based on a township per township valuations.

From the data that is required to be inspected, it will be required to start with a priority list and in this regard it is expected to start with records with the lowest consumption average as highest priority per township and this should be the order in which the low consumptions should be eliminated. In the case of where the average consumption is compared to the house improvement value the approach should be followed to prioritise those properties having the greatest indicator of low purchases as per low consumption investigation Standard Operating Procedure (SOP).

PS 5.3.10 Prepayment meter purchasing pattern investigation {Flow diagram ERS 3.2}.

With regard to installed prepayment meters it will be required by the **EMMC** to draw reports from the prepayment vending system and map the suspect purchase patterns on a GIS system and provide the Energy Department with the detailed maps and with the detailed tabular reports.

It is the intention of the Energy Department to eliminate the No-purchase trend and low purchase trend on prepayment meters which prepayment consumers use to hide behind possible tampered prepayment meters, therefore the prepayment purchasing pattern is dealt with in these two categories.

PS 5.3.10.1 90 day No-Purchase report

The action plan is as follows:

It will be required by the **EMMC** to interrogate the Suprima prepayment vending database and generate a 90 day non-purchase report on a monthly basis by the 7th working day of the month and thereafter perform the following:

1. Run a comparison report on the data retrieved (Point of Connection (POC) non-purchase) with all the remaining data (POC purchase data) to see if any duplicates exist on the database. (Duplicates can be those where a POC has two meters on, one being an active meter with transactions and the other one the old faulty meter which might appear on the non-purchase report but never removed). These reports should be presented to the Energy Department's Senior Engineer Revenue Services and the local Depot Manager Customer Services in a tabular format as well as GIS format indicating the before (duplicate) report and the after report (cleaned up) indicating where duplicates has been identified and rectified on Suprima (Meter removed or POC and meter removed).
2. Finance Department perform credit control on the Suprima prepayment vending database by blocking the prepayment meter from vending. The **EMMC** should provide a report indicating these meters that has been blocked in a tabular and GIS format. Apart from the report the **EMMC** must interrogate the data, to verify the time that the prepayment meter has been blocked. All prepayment meters that has remained blocked for longer than 90 days should be included in the final list of prepayment meters to be visually inspected on site, but it should be clearly highlighted on the jobcard that a credit control measure is attached to the meter.
3. On the remaining data the **EMMC** should run a report indicating the last transactions made by the consumer as the consumer might have bought kilowatt-hour units in bulk, therefore the **EMMC** must highlight these in tabular format and determine from the report whether the consumer is still in line with the consumption patterns and exclude them from the site inspection list. The exclusion report on bulk purchasers should also be presented to Energy Department's Senior Engineer Revenue Services and the local Depot Manager Customer Services in Tabular and GIS format. It must be noted that prior to 2012-07-01 the maximum amount that could be vended per transaction was R1000.00 and the consumers might have made X amount of R1000.00 transactions,

therefore the **sum** of the last transaction will be the total of the bulk kilowatt-hour purchase made on a particular date.

4. The **EMMC** must run further reports to compare the remaining identified non-purchasers with the active applications on the The City's current BPM system (Solar Workflow) and exclude these from the final list to be inspected. These further and final exclusions should also be reported to Energy Department's Senior Engineer Revenue Services and the local Depot Manager Customer Services in tabular and GIS format. The final list of non-purchasers after all the above exclusion reports should then be presented to Energy Department's Senior Engineer Revenue Services and the local Depot Manager Customer Services in tabular and GIS format clearly indicating the action plan per area. The **EMMC** should take note that prepayment meters are being made inactive (blocked) after the signing off of the Finalise activity and these prepayment meters should also initially be excluded from a site inspections, but it should also be interrogated to ensure that no prepayment meter is inactive for more than 90days, then this prepayment meter should also be included in the site inspection list. Prepayment meters that is in the finalise activity of the retrofitting and the new prepayment meter process which is the responsibility of the **EMMC** should be excluded from the billed quantity as this figure is known to the **EMMC** and is currently under the management of the **EMMC**.
5. Further exclusions from the investigations are areas that have been identified as areas to be part of a restitution project.
6. From the remaining data that is required to be inspected it will be required to start with a priority list and in this regard it is expected to start with records where no purchase is longer than 5 years, 4 years, 3 years, 2 years, 1 year and 6 months and this should be the order in which the no transactions should be eliminated.

PS 5.3.10.2 Low-purchase report

The action plan is as follows:

It will be required by the **EMMC** to interrogate the Suprima database and generate a low-purchase report on a monthly basis by the 7th working day of the month and thereafter perform the following:

1. 1ST option - A daily consumption average for each township should be determined from all the data in Suprima and then all POC's within that township which is below a specified percentage of the township daily consumption average should be identified as possible low purchase tampered meters. The specified percentage will be 10%, but will be subject to variation and adjustment as the project proceeds. 2ND option – use the average kwh consumption as a percentage to the house improvement value (percentages to be varied to obtain the most effective results). This option will also be based on the township per township valuations.
2. Run a comparison report on the data retrieved (POC low-purchase) with all the remaining data (POC purchase data) to see if any duplicates exist on the database. (Duplicates can be those where the POC has two meters on, one being

an active meter with transactions and the other one the old faulty meter which might appear on the non-purchase report but never removed). These reports should be presented to the Energy Department's Senior Engineer Revenue Services and the local Depot Manager Revenue Services in a tabular format as well as GIS format indicating the before (duplicate) report and the after report (cleaned up) indicating where duplicates has been identified and rectified on Suprima (Meter removed or POC and meter removed).

From the remaining data that is required to be inspected, it will be required to start with a priority list and in this regard it is expected to start with records with the lowest purchase average as highest priority per township and this should be the order in which the low transactions should be eliminated. In the case of where the average consumption is compared to the house improvement value the approach should be followed to prioritise those properties having the greatest indicator of low purchases as per low purchase investigation Standard Operating Procedure (SOP).

The following paragraphs up to and including the imposing fourth contraventions tariff process are generic to PS 5.3.9 and PS 5.3.10 above and should be used for the management of each process and pricing in totality.

The GIS format that is mentioned in the bullets above is a shape file containing the relevant spatial data and attributes (the exact requirements in terms of the attributes and report will be discussed with the **EMMC** after appointment).

All the aforementioned proof on the original findings, corrective measures taken on a desktop exercise must be presented in the required electronic format (GIS and tabular). It will be expected from the **EMMC** to retrieve consumption reports every three months on the non/low consumption/purchase consumers in order for the back billing as per The City's by-laws to be implemented.

Once the no/ low consumption/purchase report has been finalised after all the exclusions, the **EMMC** should have teams in place consisting of qualified electricians to inspect and audit each of the identified no consumption consumers.

It is expected from the electrician to take photos of the meter installation (i.e. meter, meter reading display, condition of seals, wiring, wiring terminals and circuit breaker and wiring thereof) prior to inspecting or opening the credit meter. The electrician is to perform the necessary test to determine if the meter has been tampered with. The meter should be opened and visually inspected for wire damage at the terminals or internally.

All the findings are to be recorded on the job card and are to be returned to the **EMMC** office to capture the details and provide the documentation once completed to the Energy Department's local Depot Manager Revenue Services for managing the finding, reinstatement fee payment and filing of evidence.

The electrician is expected to provide the consumer while on site an investigation and findings report together with the corrective measures that needs to be taken and a warning letter which the consumer should acknowledge and if not at home a

copy to be left at the house. Part of the letter will be an indication that the credit meter was tampered with and that back billing will be imposed on the consumer's account.

If the credit/prepayment meter is damaged to such an extent that it is beyond repairs and or reinstatement the electrician is expected to ensure that the meter installation is safe until such time that the reinstatement fee has been paid by the consumer. After safe making, photos should be taken of the state of the meter installation. The electrician will then report same to the **EMMC's** project office in order for them to issue a job card to the **EMMC's** reinstatement electrician to install a new prepayment meter (where applicable) or a new AMR direct or CT, CT-VT Driven credit meter at the premises once reinstatement fee has been paid by the consumer.

In both the aforementioned scenarios, the electrician should after all evidence has been collected (digitally) switch off the supply and apply a red seal.

If it is possible to reinstate the meter after payment is made, the tampered manual read credit meter should be replaced with either a prepayment meter or an AMR credit meter, this should be performed by the electrician and the meter to be sealed at all sealing points in accordance with the meter seal policy. (Applicable to AMR Direct, CT, CT-VT driven credit meters)

The **EMMC**, as part of the initial reporting must identify if the no/low consumption consumer is a first time offender or a regular on the list which will result in the next reinstatement tariff being imposed for tampering after the first reinstatement of the meter installation. The electrician will on the second site visit switch off the supply at the most effective position as indicated by The City (the point of supply at the kiosk, distribution pole miniature substation or other plants) and impose the tariff for tampering of meters.

In the event that a credit meter or a blocked prepayment meter (due to credit control) has been found tampered with, the credit meter should not be reinstated, it must be switched off and sealed with a red and blue seal which will indicate a credit controlled metering installation and tampered with and the supply should be disconnected at the City supply point. The tampered details to be provided to the **EMMC** appointed clerks as per tender for Energy Department overseeing the back billing and the matter should be reported to the Finance Department to uplift any credit control arrangements and to implement level 2 and 3 credit control cut-off procedures. The tariff for tampered meters as per schedule of tariffs should also be imposed to these customers as described above.

Consumers that are disconnected due to credit control measures and their meter/installation (AMR) has been tampered with or where it is found that the meter has been tampered with internally (on the inside of the meter) an immediate disconnection and imposing of the tariffs for tampered meters shall apply and the credit meter should be replaced through the MIC. All tampering consumers will be levied the tariff for tampered meters and be switched off as from the first site inspection and if the credit meter was found tampered with again the next rate of the tariff should apply with the appropriate disconnection of the service connection as described in this document.

If the tamper is of such a nature that no entry was made to the credit meter and tamper is only wiring related (bridge piece etc.) the credit meter should still be replaced with a prepayment meter (where applicable).

It should be explicitly mentioned that if a consumer's credit meter was part of a restitution project or clean-up project and the meter is found to be tampered with again, no excuses will be accepted, the tariff for tampered meters shall be imposed.

In the event that the electrician cannot gain access to the meter under investigation it will be expected from the inspector to issue a no access letter to the consumer at a proper posting position and clear evidence in this regard must be provided i.e. photos of no access letter, posting position and of the property. If the consumer does not respond within the specified period the connection will be appropriately disconnected, correct seal applied to the connection and once access is gained the inspector is required to proceed with a tamper inspection and to follow the actions described in this document. It will be required for the inspector to report such incidence to the clerk who will inform the Energy Department's local Depot Manager Revenue Services in order for the CoE not to respond to a possible no lights complaint after hours.

The entire change of meter data are to be captured on job cards and **EMMC** after finalisation of the reporting to provide all photos and documentation to the local Energy Department's local CCC Manager Customer Services.

In terms of the back billing it will be required from the **EMMC** to make provision for an admin clerk as per Item 5.2 (PS 8.5.8.2) per Depot. The admin clerk will be based at the **EMMC's** office who will receive, from the **EMMC** project office, the admin clerk will obtain historic data from the billing system (currently Venus) and based on the consumption data perform calculations to provide a back billing statement on the account and load same on the Billing system (currently Venus) for collection. The admin clerk will be required to calculate all back-billing and pass this on to the local depot Manager: Customer Services who will pass same to Finance department to bill the customer as specified in the electricity bylaws. The consumer can then make arrangements with Finance as credit control measures should be applied which will result that the consumer must first pay for the agreed portion of the back billed money. The admin clerk will be required to make follow up on accounts on Venus to verify that payments are allocated correctly to the arrears and if no movement is identified to report this back to the **EMMC** project office for follow up inspections. Any other administrative functions pertaining back billing and follow up not mentioned above will be performed by the admin clerk provided by the **EMMC**. All resources such as PC, printer, attendance register etc. that will be required by the clerk to perform the work effectively and efficiently must be provided for by the **EMMC**.

Tariffs to be imposed on a consumer found tampering as per the applicable financial year approved schedule of tariffs:

Note 1: The connection reinstated will not necessarily be identical to the one removed.

Note 2:

First contravention – For re-instating a customer connection that has been removed due to tampering by the customer: Estimated cost of material, labour and transport + 10% with a minimum charge as per applicable financial year's approved schedule of tariff charges (Reinstatement or reconnection within 48 hours after payment).

Disconnecting process to be followed for this contravention - switch off circuit breaker at the The City's point of control and apply the red seal to the breaker while in the off position. Reconnection process will be the opposite of the disconnection process after reinstatement

Second Contravention – For re-instating a customer connection that has been removed due to tampering by the customer: Estimated cost of material, labour and transport + 10% with a minimum charge as per applicable financial year's approved schedule of tariff charges (Reinstatement or reconnection within 48hours after payment). Second inspection to be within 14 calendar days of first contravention.

Disconnecting process to be followed for this contravention - switch off circuit breaker at the The City's point of control and apply the red seal to the breaker while in the off position and disconnect the electrical wire from the load side of the circuit breaker, tape the end of the wire with insulation tape (completely insulate the open wires) and reconnect to the circuit breaker. Test that there is no power feeding to the meter. Reconnection process will be the opposite of the disconnection process after reinstatement

Third Contravention – For re-instating a customer connection that has been removed due to tampering by the customer: Estimated cost of material, labour and transport + 10% with a minimum charge as per applicable financial year's approved schedule of tariff charges (Reinstatement or reconnection within 48hours after payment). Third inspection to be within 7 calendar days of second contravention.

Disconnecting process to be followed for this contravention - switch off circuit breaker at the The City's point of control and apply the red seal to the breaker while in the off position and remove the electrical wire between the load side of the circuit breaker and the meter's supply side. Reconnection process will be the opposite of the disconnection process after reinstatement

Fourth and subsequent Contraventions – Complete removal of service connection: For reinstatement, estimated cost of new service connection i.e. material, labour and transport + 10% with a minimum charge as per applicable financial year's approved schedule of tariff charges.

Fourth inspection to be within 7 calendar days of third contravention.

It will be expected from the **EMMC** to perform the removal of the service connection on an as and when required basis as detailed below. The new service connection will only be installed once the estimated cost has been paid and the new service connection will be installed as per the guidelines of the tampering SOP.

Disconnecting process to be followed for this fourth contravention is described in detail under PS 5.3.16

PS 5.3.11 Energy Balance

The energy balance of a municipality is important to the management of its Revenue and directly linked to the status of the consumer meter but also to the purchase and the sale of electricity.

The below information indicates the status of the CoE Points of distribution as well how CoE intends monitoring and managing the purchases and sales of electricity.

PS 5.3.11.1 Ekurhuleni in-feeds

1. Ekurhuleni is supplied by Eskom at more than 63 in-feeds or points of distribution (PODs) (South Western Area have 27 in-feed points and North-Eastern Area have 36 in-feed points with 2 City Power infeed points to be managed.
2. Each Eskom and City Power point of supply is individually metered.
3. The CoE's RMSP created "virtual check-meter customers" for each Eskom and City Power POD and associate these with the relevant metering points on site.
4. These POD points are aggregated to enable a direct comparison to be made between the Ekurhuleni POD measurement and Eskom accounts received.
5. The POD points are further aggregated to enable the calculation of consumption by region and a grand total for the entire Ekurhuleni.
6. These non-billable points are kept separate from the billing customers and shall be reported on separately.

PS 5.3.11.2 Eskom account verification

1. The MDMS system of the RMSP have a billing verification functionality to enable Eskom accounts to be captured and verified.
2. Electricity bills from Eskom are captured directly on the RMSP MDMS web portal by Ekurhuleni personnel or by the RMSP.
3. The MDMS billing verification system of the RMSP have the ability to store all Eskom tariff components including time of use energy, maximum demand, network demand, network access charges, surcharges and fixed charges.
4. It is possible for a user to verify the Eskom bill against a bill generated by the RMSP-MDMS using Ekurhuleni's POD meters over the same period.
5. All discrepancies above a configurable threshold are highlighted for further investigation.
6. It is possible to generate comprehensive reports from the RMSP MDMS billing verification system including the following:
 - Per POD history over time

It is required by the **EMMC** to manage on a monthly basis the data retrieved for the POD's and data captured for the Eskom kWh purchases as per the above points.

The **EMMC** will provide a monthly report to outline the comparison of the Eskom kWh purchases versus the CoE kWh sales for the Metro, per Region and also per distribution substation where check metering has been installed. All the information highlighted above should be highlighted in the report. The below depicts an example of a monthly report.

Account Details		PEAK		STANDARD		OFF PEAK		CHECK METER		ESKOM	
MOL NO	Tariff Code	kWh	Amount	kWh	Amount	kWh	Amount	MOL kWh			
pod_25_tot		5 722 560.000	4 961 459.52	13 692 960.000	8 171 958.53	14 643 360.000	5 542 511.76	34 058 880.000	34 016 550.000		-0.124%
pod_26_tot		3 694 500.000	3 203 131.50	8 559 000.000	5 108 011.20	8 130 000.000	3 077 205.00	20 383 500.000	17 311 531.000		-15.071%
pod_28_tot		323 078.400	289 252.09	678 889.200	418 331.53	709 468.801	277 402.30	1 711 436.400	1 702 927.000		-0.497%
pod_29_tot		2 647 140.004	2 369 984.45	6 198 695.997	3 819 636.47	6 687 047.997	2 614 635.77	15 532 883.999	15 559 609		0.172%
pod_30_tot		274 134.780	245 432.87	556 920.900	343 174.66	535 622.219	209 428.29	1 366 677.899	1 369 014.000		0.171%
pod_spr_tot		12 661 413.184	11 071 139.69	29 686 466.097	17 868 283.94	30 705 499.017	11 723 359.52	73 053 378.298			

PS 5.3.12 AUDITING OF CONNECTIONS

PS 5.3.12.1 AUDITING OF CONNECTIONS (SECURITY TOWNSHIPS, COMPLEXES AND NON-SECURITY TOWNSHIPS).

The procedure below is followed when connections within security townships and complexes are audited at the request from the Energy Department. Pricing will be based on a Complex consisting of on average 40 units and one bulk meter.

A. Field Inspection

1. Confirm Complex/Security/Township name by recording it on the Inspection Sheet.
2. Record the street name in which the main entrance of the Complex/Security/Township is at or all street names pertaining to the audit for the township.
3. Indicate whether the street is a main road, street, avenue etc.
4. Record the name of the suburb or area where the complex/connection is at.
5. Check if there is a bulk meter on the stand:
 - a. Record bulk meter type on inspection sheet;
 - b. Record bulk meter make on the inspection sheet;
 - c. Record bulk meter serial number(s) on inspection sheet;
 - d. Record the meter reading(s);
 - e. Record the date of the reading;
 - f. Record the number of digits on each meter;
 - g. Record bulk meter size on inspection sheet;
 - h. Record condition of bulk meter i.e. any maintenance required;
 - i. Record GPS co-ordinates of the bulk meter.
 - j. Record the size of the circuit breaker of the meter installation;
 - k. A date-time stamped, geo-tagged digital photos to be taken of the complex, meter locations, meter numbers, seals and metering kiosks.
 - l. CT Ratios (VT Ratios if applicable)
 - m. Meter Seals (Serial Number, Colours)
6. Gain entrance into the complex and check if there is Energy meter/s connected to each stand.

7. Record internal street names of the complex.
8. In each street record each individual unit stand:
 - a. Record the unit's street number written on the wall, gate, next to garage etc. of the unit (some are written on the unit's post mail box);
 - b. Record the unit's meter type;
 - c. Record the unit's meter make;
 - d. Record the size of the meter;
 - e. Record the unit's meter serial number;
 - f. Record the number of digits on the meter;
 - g. Record the unit's meter reading;
 - h. Record the date of the reading;
 - i. Record the location of the meter using location codes i.e. Front left (FL), Middle front (MF), Right front (RF), Left middle (LM), Right middle (RM), Left back (LB), Middle back (MB), Right back (RB), OSCAR – AMR, Road Reserve
 - j. Record the type of the metering kiosk
 - k. Record the condition of the metering kiosk
 - l. Record the condition of the locking mechanism
 - m. Record all meter seals (Serial Numbers, Colours)
 - n. Record comments on condition of the meter;
 - o. Check if there is any other meter linked to the same unit being audited.
 - p. A date-time stamped, geo-tagged digital photos to be taken of the complex, meter locations, meter numbers, seals and metering kiosks.

B. Office Administration

1. Capture field information on the prescribed spreadsheet.
2. Obtain and confirm billing system (Venus) numbers and capture them on the spreadsheet.
3. Verify meter information on the billing system (currently Venus) via CoE's BPM System.
4. If meter information obtained from the field is different from that on the billing system (currently Venus) the following procedure should apply:
 - a. If the readings on the system and those obtained are comparable but the meter numbers are different:
 - i. Check if the meter was installed by CoE/**EMMC**;
 - ii. Obtain copy of job card from CoE/**EMMC** to get previous meter number, closing readings of previous meter, date when the meter was removed from site;
 - iii. Date when the new meter was installed;
 - iv. Close the old meter on the system according to CoE procedure;
 - v. Load the new meter on the system according to CoE procedure.
 - b. If the readings on the system and those obtained are comparable and the meter numbers differ by one or two digits then do a meter number change according to CoE procedure.

5. When all the field information has been obtained and uploaded on to The City's billing system through CoE BPM system all work done should be captured on the prescribed spreadsheet, send to CoE Engineers for filing.
6. In the event of no meter / a faulty meter / a tampered meter / a vandalised meter / a burnt meter is found, the necessary remedial action should be triggered which can be any of the mentioned processes in this scope i.e. replacement of meter, installation of new meter or reinstatement of meter.
7. Once the meter installation has been repaired / reinstated or meter has been replaced, it will be expected from the **EMMC** to provide a correction of account report for the meter that has been audited. This report shall be in line with the Policy for Correction of Meter Reading and Billing Data. Refer to CT, CT-VT meter installation inspection for the detail of the report and procedure details.

EMMC is expected to provide a rate for these ad hoc bulk with individual connection inspection, office administration as well as the correction of account report as specified in PS 8.5.

PS 5.3.12.2 AUDITING/INSPECTION OF INDIVIDUAL CONNECTIONS (SECURITY TOWNSHIPS, COMPLEXES AND NON-SECURITY TOWNSHIPS).

The procedure below is followed when individual connections are audited at the request from the Energy Department.

A. Field Inspection

1. Verify the address onsite against the inspection request detail and check if there is Energy meter/s connected to each stand.
2. Record Street names of the connection.
3. Record all of the following:
 - a. Record the street number written on the wall, gate, next to garage etc. of the unit (some are written on the post mail box);
 - b. Record the property's meter/s type;
 - c. Record the number of meters connected to the property;
 - d. Record the property's meter/s make;
 - e. Record the size of the meter/s;
 - f. Record the property's meter/s serial number;
 - g. Record the number of digits on the meter/s;
 - h. Record the property's meter/s reading/units on meter/s;
 - i. Record the date of the reading/s;
 - j. Record the location of the meter/s using location codes i.e. Front left (FL), Middle front (MF), Right front (RF), Left middle (LM), Right middle (RM), Left back (LB), Middle back (MB), Right back (RB), OSCAR – AMR, Road Reserve
 - k. Record the type of the metering kiosk
 - l. Record the condition of the metering kiosk
 - m. Record the condition of the locking mechanism
 - n. Record all meter seals (Serial Numbers, Colours)
 - o. Record comments on condition of the meter;

- p. Check if there is any other meter/s linked to the same unit being audited.
- q. Record the size of the circuit breaker of the meter installation;
- r. A date-time stamped, geo-tagged digital photos to be taken of the complex, meter locations, meter numbers, seals and metering kiosks.
- s. Record GPS co-ordinates of the meter.
- t. Record CT Ratios / VT Ratios if applicable
- u. Record the communication type (if prepayment meter)
- v. Record if signal booster exist.
- w. Record number of phases of service connection

B. Office Administration

1. Capture field information on the prescribed spreadsheet.
2. Obtain and confirm billing system (Venus) numbers and capture them on the spreadsheet.
3. Verify meter information on the billing system (currently Venus) via CoE's BPM System.
4. If meter information obtained from the field is different from that on the billing system (currently Venus) or prepayment vending system (currently Suprima) the following procedure should apply:
 - a. If the readings/consumption on the system and those obtained are comparable but the meter numbers are different:
 - i. Check if the meter was installed by MMC;
 - ii. Obtain copy of job card from MMC to get previous meter number, closing readings of previous meter, date when the meter was removed from site;
 - iii. Date when the new meter was installed;
 - iv. Close the old meter on the system according to CoE procedure;
 - v. Load the new meter on the system according to CoE procedure.
 - b. If the readings on the system and those obtained are comparable and the meter numbers differ by one or two digits then do a meter number change according to CoE procedure.
5. When all the field information has been obtained and uploaded on to The City's billing system through CoE BPM system all work done should be captured on the prescribed spreadsheet, send to CoE Engineers for filing.
6. In the event of no meter / a faulty meter / a tampered meter a vandalised meter / a burnt meter is found, the necessary remedial action should be triggered which can be any of the mentioned processes in this scope i.e. replacement of meter, installation of new meter or reinstatement of meter.
7. Once the meter installation has been repaired / reinstated or meter has been replaced it will be expected from the **EMMC** to provide a correction of account report for the meter that has been audited. This report shall be in line with the

Policy for Correction of Meter Reading and Billing Data. Refer to CT, CT-VT meter installations inspection for the detail of the report and policy details.

EMMC is expected to provide a rate for these ad hoc individual connection inspection, office administration as well as the correction of account report as specified in PS 8.5.

PS 5.3.12.3 AUDITING OF CT, CT-VT DRIVEN CONNECTIONS.

The procedure below is followed when CT, CT-VT connections are audited at the request from the Energy Department.

A. Field Inspection

1. Record Property name by recording it on the Inspection Sheet.
2. Record the street name in which the main entrance of the Complex/Commercial or Industrial property's connection is in.
3. Record the name of the suburb or area where the Complex/Commercial or Industrial property's connection is in.
4. Record the following details of the bulk meter on the stand:
 - a. Record bulk meter type on inspection sheet;
 - b. Record bulk meter make on the inspection sheet;
 - c. Record bulk meter serial number(s) on inspection sheet;
 - d. Record the meter reading(s);
 - e. Record the date of the reading(s);
 - f. Record the number of digits of the meter;
 - g. Record bulk meter connection size on inspection sheet;
 - h. Record condition of bulk meter i.e. any maintenance required;
 - i. Record GPS co-ordinates of the bulk meter.
 - j. Record the condition and the size of the circuit breaker of the meter installation;
 - k. A date-time stamped, geo-tagged digital photos to be taken of the Complex/Commercial or Industrial property's meter location, meter number, seals, meter ancillary equipment and metering kiosks.
 - l. Record the condition and the size of the CT or VT (if applicable)
 - m. Record the CT and VT (if applicable) Ratios
 - n. Record the Meter Seals (Serial Number, Colours)
 - o. Record the test block condition and details
 - p. Record the condition of the protection circuit and details
 - q. Record at what voltage level the consumer is metered at.
 - r. Record the location of the meter using location codes i.e. Front left (FL), Middle front (MF), Right front (RF), Left middle (LM), Right middle (RM), Left back (LB), Middle back (MB), Right back (RB), OSCAR – AMR, Road Reserve
 - s. Record the type of metering kiosk
 - t. Record the condition of the locking mechanism
 - u. Check if there is any other meter linked to the same Complex/Commercial or Industrial property being audited.

B. Office Administration

1. Capture field information on the prescribed spreadsheet.

2. Obtain and confirm billing system (Venus) numbers and capture them on the spreadsheet.
3. Verify meter information on the billing system (currently Venus) via CoE's BPM System.
4. Verify all information against the RMSP metering data.
5. If meter information obtained from the field is different from that on the billing system (currently Venus) the following procedure should apply:
 - a. If the readings on the system and those obtained are comparable but the meter numbers are different:
 - i. Check if the meter was installed by **EMMC**/CoE;
 - ii. Obtain copy of job card from **EMMC**/CoE to get previous meter number, closing readings of previous meter, date when the meter was removed from site;
 - iii. Date when the new meter was installed;
 - iv. Close the old meter on the system according to CoE procedure;
 - v. Load the new meter on the system according to CoE procedure.
 - b. If the readings on the system and those obtained are comparable and the meter numbers differ by one or two digits then do a meter number change according to CoE procedure.
 - c. If any of the meter information was found to be incorrect and it was corrected in Venus the same data should also be rectified with the RMSP and beyond as the CT CT-VT ratios are maintained at the RMSP database. Any changes to the connection size might trigger a change of the tariff codes and this might further require a correction of account report, which the **EMMC** will be required to complete after the metering data has been corrected on both systems.
6. When all the field information has been obtained and uploaded on to The City's billing system through CoE BPM system all work done should be captured on the prescribed spreadsheet, send to CoE Engineers for filing.
7. In the event of no meter / a faulty meter / a tampered meter or tampered meter installation / a vandalised meter / a burnt meter is found, the necessary remedial action should be triggered which can be any of the mentioned processes in this scope i.e. replacement of meter, installation of new meter or reinstatement of meter or reinstatement of the meter installation.
8. Once the meter installation has been repaired / reinstated or meter has been replaced it will be expected from the **EMMC** to provide a correction of account report for the meter that has been audited. This report shall be in line with the Policy for Correction of Meter Reading and Billing Data.

Below is an extract of the policy which should be taken into consideration when bidding and adhered to by the Consultant, once appointed:

Where any meter is found to have ceased to register and to have registered inaccurately to an extent of more than the error rate as specified in the specific standards, the quantity of electricity to be paid for by the consumer from the date of reading of the meter prior to its failure to register or becoming faulty up to the time of its repair or replacement shall, unless the consumer is able to establish to the satisfaction of the Head of Department or his nominee, that a lesser quantity of electricity was in fact consumed, be estimated by the Head of Department on the following basis:

- 1) *Where a meter has ceased to register correctly, the City must repair or replace the meter as soon as possible.*
- 2) *Where a meter has been replaced or repaired in accordance with (1) above, the City must estimate the quantity of electricity that is to be paid for by the consumer, unless it can be proved to the satisfaction of the City that a lesser or greater quantity of electricity has been consumed. The City's estimate must be fair and reasonable and be for the period from the date of the last accurate reading of the meter prior to the meter's repair or replacement. It must be based on one or any applicable combination of the following:*
 - (a) The average monthly or daily consumption of electricity on the premises served by the meter during the 12 months, or any lesser representative period, before, or 3 months after the replacement of the meter. If the consumption pattern has changed due to seasonal or production related reasons during the affected period, the City may obtain proof, or request proof from the consumer as to what has changed during the period and factor in the changes, or*
 - (b) the consumption of electricity on the premises for the corresponding months, or partial meter reading periods (inclusive of 30 minute interval values) of corresponding months, of the previous year taking into account seasonal variations or variations in production statistics; or*
 - (c) any other technical method, using any combination of any available historical or current data, inclusive of load factor, power factor and diversity based calculations.*
 - (d) The decision on the final method(s) applied will be the prerogative of The City.*
- 3) *Where a meter or meter installation is proven faulty by a known factor, such as those resulting from an incorrect multiplication ratio, or failed current transformer or voltage transformer, and similar, the exact ratio will be determined and applied to readings to obtain the true value of consumption.*
- 4) *If the consumer was not in occupation of the premises for a part of the period, or the full period, the account will be adjusted in accordance with the period the consumer was in occupation.*

9. It will be the Metering Specialist (AMR Manager) responsibility to sign off the reports and to verify LPU customer correction report with the installation is certified correct and that billing and tariffs are in line with the verified report.
10. It will also be expected from the EMMC to facilitate the meeting between the consumer, Finance and Energy Departments and present the findings, actions and recommendations to be applied to the consumer's account.
11. Once the correction report has been finalised, the report will be provided to the relevant Depot's Customer Service's Manager, who will verify the report and initiate a meeting with the customer, Finance (to make pay-off arrangements when applicable), the EMMC and PT&M. If the customer accept the finding and the payment of the correction is of such a nature that it will require payment arrangements, the customer can arrange with Finance. Should the customer dispute the findings or if substantiated evidence was provided by the customer that could aid in the correction of the account, the team should perform further investigations/ or provide an amended report by the EMMC. Cognisance should be taken of the significance of the Bylaws, Prescription laws as well as the CoE meter correction policies in this process.

EMMC is expected to provide a rate for these ad hoc CT, CT-VT driven AMR meter connection inspection, office admiration as well as the correction of account report as specified in PS 8.5.

PS 5.3.13 REPLACE AND OR REINSTATEMENT OF METER INSTALLATIONS DUE TO TAMPERING OR BY- PASSING OF THE METER INSTALLATION. {FLOW CHART ERS 3.4}

General

The **EMMC** will be required to, on and as and when required basis, inspect alleged tampered meter installations. Where tampered meter connections are found the **EMMC** will be required to disconnect the supply and issue a reinstatement fee notice. After a customer has paid the re-instatement fee the **EMMC** will be required to reinstate the meter connection and reconnect the supply. A vast amount of tampered or by-passed meters exist and have been identified by various processes within the The City. The following are processes that will be used to identify a tampered or by-passed meter.

- The MIC contractor may when visiting a site establish onsite that an existing meter has been tampered with or is by-passed.
- Suspected tampers received from the BP421 report and from the Cut-off Credit control contractor (credit meters)
- No or low consumption report on credit meters or no or low purchase report on prepayment meters (this might be ascribed to either tampering/by-passing, broken or a last bulk purchase transaction on prepayment meters)
- The possibility exists that a huge amount of by-passed meters exist in certain areas and it has been a The City or Energy Department's decision to have the whole area normalised by removing the by-passes (prepayment meters and or credit meters)
- An identified project to audit and normalise areas where it is suspected that tampering has taken place.

- RMSP reports may identify potential tampered AMR credit meter connections
- **EMMC** audits on complexes, individual connections or CT, CT-VT driven AMR credit meters

The following procedures describe the normalising of tamper and by-passed meter installations:

Each property where tampering is suspected to have taken place, shall be inspected.

Detailed digital photos of the “bypass/tamper” must be taken and recorded in such a way as to constitute prima facie evidence of such illegal actions.

In order to establish if a meter has been bypassed or tampered with, it may be necessary to discontinue power to the property and to verify that there is no power inside the premises.

These measures are however not the only methods of finding bypasses and the Contractor can devise his own methods.

- In the instance of the MIC contractor identifying the irregularity, all information pertaining to meters that have been bypassed or tampered with are to be reported in writing within 24 hours to the relevant **EMMC** who will report same to the Manager (Energy) of the relevant CCC or his delegate. The **EMMC** will be responsible to manage the MIC contractor’s costing for the identification of the mentioned tamper/by-pass in the bill of quantities for all the work performed to successfully hand over the proof to the Manager or his delegate. The **EMMC** shall visit the house and follow the legal processes until resolved as detailed in this document under PS 5.3.13.2 for tampered credit meters and PS 5.3.13.3 for tampered prepayment meters. The **EMMC** shall receive an instruction from the Engineer or his delegate to normalise the tampered meter installation. The **EMMC**, accordance with circular no EE08 of 2012 as amended, shall not act in the stead of The City pertaining to the legalities nor shall he take any money from the consumer in order to normalise the installation. If the **EMMC** is found to have conducted any activities of this nature, this shall be grounds for immediate cancellation of the **EMMC** contract, unless it can be proven that **EMMC** staff entertaining this practice have been appropriately disciplined.

In instances where the tampering/bypassing has already been identified by Energy the **EMMC** will be required to on an as and when basis normalise the installation after all the legal processes has been followed and upon instruction from the ENGINEER or his delegate.

If the tampering was identified by the **EMMC** during auditing of meter installations the same as above shall apply.

Note: Should an illegal connection be found by the MIC Contractor through the **EMMC** or directly by the **EMMC**, the **EMMC** is to indicate the illegal connection on the datasheet and report it to the CoE’s Energy Department Customer Care section.

An illegal connection is defined as an electrical connection that a consumer has installed on his or her own accord without the authority or approval of Energy.

No illegal connections must be removed by the MIC Contractor but must be IMMEDIATELY reported verbally (telephonically or otherwise) to the relevant **EMMC** who will in turn report all illegal connections to the Energy Department and add all the details of the alleged illegal connection to CoE's BPM system with a digital photo of the illegal connection attached. The **EMMC** must provide costing for the aforementioned activity in the bill of quantities.

Once a new meter has been installed, the **EMMC** must perform the standard test procedures as prescribed by the supplier and provide the CoE with the results, QA and hand over certificates.

PS 5.3.13.1 ALLEGED TAMPER INVESTIGATION PROCEDURE (GENERIC TO CREDIT AND PREPAYMENT METER)

Action by the EMMC.

The following basic procedures must be followed by the **EMMC** when bypassed or tampered meters are dealt with:

- Take a digital photograph of the "bypassed/tampered" meter
- Where possible, request that the customer to sign a letter confirming the "bypassed/tampered" meter.
- Remove the "bypass/tamper"
- Reinstate the installation and test meter after reinstatement fee has been paid.
- If meter "OK", seal meter and complete datasheet.

If meter faulty/damaged, remove meter, make safe and complete datasheet and follow procedures as per PS 5.3.13.2 and PS 5.3.1.3 or PS 5.3.1.4 for credit meters and PS 5.3.13.3 and PS 5.3.1.5 for prepayment meters.

All of the above normalising process will be captured through the CoE's BPM system. It will be the responsibility of the **EMMC** to ensure that the meter data when altered are loaded on the CoE's billing system or Vending system through the BPM system.

The **EMMC** will in all alleged tamper investigations visit the site. If no visible tampering can be detected on the outside of the meter, the seals are to be removed if still intact and the terminal housing is to be removed. If no tampering / bridging is evident at the terminals the meter should be opened to detect any tampering on the inside. Once the tampering is found, clear digital photos shall be taken of the tampered state. The meter must be closed again with the tamper still intact and the meter must be sealed with a red seal indicating tampering. In the event of a CT, CT-VT meter installation being inspected the protection circuit should also be inspected for tampering as well as the test-block.

The power must be switched off and sealed appropriately and at a control point where the customer cannot get to and seal the circuit breaker also with a red seal to ensure that the power cannot be switched on by the CoE Energy standby staff.

The electrician/inspector must issue the customer with the reinstatement notice and advice customer that the power has been disconnected due to illegal activities and that the reinstatement fee must be paid prior to power being restored.

The **EMMC** electrician will take photos of the reinstatement notice issued and any other substantial evidence. The **EMMC** electrician/inspector will then return all the evidence collected and paperwork to the **EMMC** Energy administration who will capture all the tamper disconnections and attach all evidence to CoE's BPM system in order for the CoE Energy's staff to give the instruction to reinstate the connection once payment has been made and all other legal aspects has been attended to from an CoE point of view.

In the event that no tampering was found and the meter's low or no consumption / purchase is verified through the inspection that it is due to vacant house, PV power generation, Solar Heater usage or Gas conversions etc. the **EMMC** electrician/inspector should reseal the meter and report same to the **EMMC** Energy administration staff who must report on this as well to CoE on the CoE's BPM system.

PS 5.3.13.2 CREDIT METER TAMPER/BY-PASS REINSTATEMENT BY THE EMMC

This is where it has been identified that the meter has been tampered with and the meter was damaged and requires replacement of meter **only once** the reinstatement tariff fee has been paid. This also includes any damage to the wiring terminals. This process also explains where the connection is reinstated using the existing meter that is still in a good working condition and only bridge pieces etc. is removed

Action by the EMMC.

- As per Electricity Metering for Residential and Business Customers policy and SOP, replace meter with either prepayment meter or AMR direct driven credit meter as per PS5.3.1.3 or PS 5.3.1.5.4 and as indicated by the relevant CCC (based on meters purchased on Ekurhuleni tender). Record the details associated with the new meter.
- Remove bridge piece or means of bypass (if existing meter is still in good working condition)
- Seal the meter at all "sealing points" using the seals specified in the "Electricity Meter Seal Policy".
- Ensure that the old meter is securely tagged, that all meter details and final readings are recorded from old meter, return meter to the relevant CCC for safekeeping.
- **EMMC** to flag the installation to allow the Finance Department billing system to monitor the new electricity consumption and to calculate all back-billing to and pass this on to the Engineer who will pass same to Finance department to bill the customer as specified in the electricity bylaws. In the event where the meter was replaced with a prepayment meter, the back billing shall be applied as per SOP.
- Prior to commencement of any work and cables disconnected, the **EMMC** must ensure that no cross connections exist. Should any cross connections exist they must be rectified and this must be immediately reported to the Engineer or his delegate in order that additional activities such as correction of accounts, etc. can be carried out. Each service connection cable must be correctly identified, labelled and verification done that they are supplying the correct houses i.e. no cross connections exist once reconnected.

PS 5.3.13.3 REPAYMENT METER TAMPER/BY-PASS REINSTATEMENT BY THE EMMC.

This is where it has been identified that the meter has been tampered with and the meter was damaged and requires replacement of the meter **only once** the reinstatement tariff fee has been paid. This also includes any damage to the wiring terminals. This process also explains where the connection is reinstated using the existing meter that is still in a good working condition and only bridge pieces etc. is removed

Action by EMMC.

- Replace meter with the correct meter type (not required if existing meter is still in good working condition) as per PS5.3.1.5 and as indicated by the relevant CCC (based on meters purchased on Ekurhuleni tender). Record the details associated with the new meter.
- Remove bridge piece or means of bypass (if existing meter is still in good working condition)
- Seal the meter at all “sealing points” using the seals specified in the “Electricity Meter Seal Policy”.
- Ensure that the old meter is securely tagged, that all meter details and final units are recorded from old meter, return meter to the relevant CCC for safekeeping.
- **EMMC** to flag the installation to allow the Prepayment Vending system to monitor the new electricity consumption and to calculate all back-billing to and pass this on to the Engineer who will pass same to Finance department to bill the customer as specified in the electricity bylaws.
- Prior to commencement of any work and cables disconnected, the **EMMC** must ensure that no cross connections exist. Should any cross connections exist they must be rectified and this must be immediately reported to the Engineer or his delegate in order that additional activities such as correction of accounts, etc. can be carried out. Each service connection cable must be correctly identified, labelled and verification done that they are supplying the correct houses i.e. no cross connections exist once reconnected.

PS 5.3.14 EMMC’S MANAGEMENT OF REMOTE METER READINGS TO BE BILLED TO CONSUMERS AND THE SUCCESSFUL AND ACCURATE UPLOAD THEREOF TO THE CoE FINANCE BILLING SYSTEM {FLOW CHART ERS 4.1}

This section of the contract deals explicitly with the data integrity and the requirements that must be met by the RMSP, which will lead to the successful uploading of accurate AMR meter readings/consumption and demand readings of the CoE’s demand and non-demand meter customers to the CoE’s Finance Billing System and the importance of this function cannot be overstressed.

IT WILL BE THE EMMC’S RESPONSIBILITY TO MANAGE (AS PER FLOW CHART ERS 4.1) AND APPLY PENALTIES TO THE APPOINTED RMSP IN ORDER TO ENSURE THAT FROM INSTALLATION TO READING OF THE REMOTE METER TO THE ACCURATE BILLING IS AS PER SANS 474:2018 Ed2 (NRS 057) and

NRS 049:2008 and NRS 071 AND THAT THE RMSP COMPLIES WITH HIS/HER CONTRACTUAL OBLIGATIONS.

The City has an existing internet metering base of approximately 11 000 AMR metering points. Most of these customers are large and very large users of electricity and the estimated annual amount billed through the system already exceeds R10, 000 million, accounting for more than 60 per cent of the annual income from electricity sales. The customer base is growing steadily and these customers are in many cases using the daily profile data to do production as well as financial planning.

It is a known fact that one error on a large account can potentially result in extremely high income losses.

Remote metering has significant financial advantages to The City, one of these being the ability to quickly react to any deviation in billing quantities due to a metering circuit fault or third party intervention. Accounts are also produced on the exact calendar month, providing customers with a financial management tool that can be directly related to production processes.

Interval data for various electrical parameters are stored at 30 minute intervals, negating any claim that may be brought against The City for inaccurate readings. The high quality of data and the online ability has enabled the current service provider to integrate management of the Eskom request for voluntary load reduction into this system, providing Ekurhuleni with a very unique opportunity to manage this aspect. No interruption in this critical service can be allowed.

In order for the Internet Demand meter readings upload to be successful The City has a Remote Metering Service Provider (RMSP) contract in place and it will be expected of the successful **EMMC** bidder to manage the following processes performed by the RMSP and to provide The City with an in depth reporting on the readings obtained, managed in terms of the tariff structure and uploading of the energy consumption kilowatt hour and kilovolts-ampere demand readings.

The following processes and minimum requirements describe the functions of the RMSP and the **EMMC**'s Energy Division will be expected to manage the RMSP contract, report on and provide proposed improvements to the management of the contract:

PS 5.3.14.1 GENERAL AND BRIEF DESCRIPTION OF THE FUNCTIONS OF THE REMOTE METERING SERVICE PROVIDER

The following services will be performed by the RMSP:

1. to install, commission, maintain and manage meter data acquisition systems for large power users and other metering points identified by and on behalf of the CoE, in accordance with SANS 474:2018 Ed2 (NRS 057) and NRS 049:2008 and NRS 071;
2. to take over, maintain and manage the meter data acquisition, meter data management and billing services from the current service provider on the existing CoE AMR installed base;
3. to continuously attend to all communication, equipment and other functional related problems;
4. to supply GPRS modems for communicating with meters in terms of RMSP's contract - Section 8.7 of the RMSP tender;

5. to provide a meter data management service;
6. to provide a suitable format monthly billing file, that can be uploaded to the billing system (currently MSCOA SOLAR Venus);
7. to provide a customer web portal;
8. to effectively deal with and manage customer queries related to the service;
9. to verify the correctness of the existing metering equipment to ensure that it complies to the minimum requirements of CoE;
10. to provide professional engineering services;
11. to provide meter calibration services;
12. to provide a software based meter fault log;
13. to provide partial energy balances for discrete areas in the grid;
14. to provide an Eskom account metering verification service;
15. to provide an outage notification service based on part of the installed metering base;
16. to provide a once off cost and time period to change over from the existing service provider. This includes populating the website with historical interval data received from the previous service provider (Ekurhuleni to provide), and
17. to provide costing on additional items such as meter testing and meter battery replacement and so forth
18. collect, process, monitor, publish billing and profile data on the internet, in a format compatible to be uploaded into the billing system (currently Venus), on at least a daily basis for the above metering points on behalf of the CoE. The following will be required specifically:

Priority 1 :	$\geq 05\text{MVA}$	Read every 30 minutes
Priority 2 :	$\geq 01\text{MVA} < 5\text{MVA}$	Read every 4 hours
Priority 3 :	$< 01\text{MVA}$	Read once a day

Priority 1 customers should have the following:

19. Effectively deal with and manage customer queries related to the service;
20. The acquisition of software keys and protocols that will enable a potential service provider to communicate to any meter installed in the CoE boundaries will be the responsibility of the RMSP.

PS 5.3.14.2 The appointed EMMC will ensure that the RMSP complies with the contractual requirement as outlined below in terms of meter reading data collection and the processing and billing thereof:

PS 5.3.14.2.1 Certification and verification of metering points

The RMSP shall assume full responsibility for the integrity and correct operation of the metering equipment with the exception of the primary plant such as current and voltage transformers;

Each metering point shall (upon request) be verified to meet the minimum requirements of CoE. Two copies of the metering commissioning sheet, in the format provided by the CoE shall be made available to the HOD: Energy (the standardised metering commissioning sheet will be provided to the RMSP);

In the majority of cases, it is recognised that access may not be possible to primary equipment such as current and voltage transformers, but work on these should be scheduled to coincide with any routine or other maintenance on the system during which the plant is isolated, and Metering equipment shall be sealed by the RMSM using seals approved by CoE and in line with the Seals Policy.

The RMSM must, on request, verify the correctness of new and existing metering equipment at a LV metering point, in terms of at least the following:

- verifying of CT polarity correctness
- verifying of CT ratios
- confirmation of correct voltage and current phase relationships
- CT multiplication factor, programmed as per CoE requirement at meter and also remote metering database.

Similarly, the RMSM must, on request, verify the correctness of new and existing metering equipment at a MV metering point, in terms of at least the following:

- verifying of CT-VT polarity correctness and wiring
- verifying of CT-VT ratios
- confirmation of correct voltage and current phase relationships
- CT-VT multiplication factor, whichever applicable programmed as per CoE requirement at meter and also remote metering database.

On request from CoE, the RMSM will be expected to attend to a complaint/ new commissioning of plant/ scheduled maintenance at customer premises, etc., during non-normal working hours (e.g. Saturdays and Sundays or Public Holidays).

PS 5.3.14.2.2 EMMC to manage the Automated Metering data acquired by RMSM and presented

a) Interval data

- CoE uses complex tariffs for large power users that require the calculation of Advanced Billing Determinants (ABD). All billing is based on 30 minute demand interval data (also known as load profile data) and consequently this is the most important data to be acquired from meters.
- The following demand interval data shall be read from meters for each half-hour demand period:
 - Interval time stamp (indicating the end of the demand period)
 - Active energy import
 - Active energy export
 - Reactive energy import with active energy import (Q1)
 - Reactive energy import with active energy export (Q2)
 - Reactive energy export with active energy export (Q3)
 - Reactive energy export with active energy import (Q4)
 - Status (Good / Suspect incomplete)

b) Billing registers

- Meters are never programmed with time-of-use rates in CoE. All billing is derived directly from interval data as detailed in this specification.

- Billing registers are required to validate interval data and meters shall be programmed to perform an automatic billing reset at midnight on the last day of every month.
 - Billing reset date and time
 - Active energy import total
 - Active energy export total
 - Reactive energy import total
 - Reactive energy export total
- c) Instantaneous values
- Voltages:
 - Voltage amplitude per phase
 - Voltage phase angles referenced to the red phase voltage
 - Currents:
 - Current amplitude per phase
 - Current phase angles referenced to the red phase voltage
 - Instantaneous power:
 - Active power per phase and three phase total
 - Reactive power per phase and three phase total
 - Apparent power per phase and three phase total
 - Power factor
 - Power factor per phase and three phase total
 - Frequency
- d) Events and alarms
- Phase failure
 - Tampering
 - Time adjustment
 - Battery failure
 - Negative energy
 - Poor power factor
 - Voltage swells and sags (if supported by meter)

PS 5.3.14.2.3 The EMMC to manage the Communication faults logged.

- The RMSP's meter data acquisition system shall have provision for assigning a communication priority ID to each customer linked to a specific customer size (MVA capacity) as described lower in the document.
- If communication for a given customer meter has not been achieved within this (as described lower in the document) definition, a fault report shall automatically be generated and sent to the MDMS fault management system as described in this specification.
- The RMSP shall investigate communication faults by means of a site visit. Uncleared faults shall be assigned to the responsible party, e.g. CoE, EMMC or service provider.
- The meter data acquisition system shall generate a daily report on all communication faults to be distributed to key personnel and individuals designated by CoE.

- The **EMMC** will ensure that the fault logs are dealt with timeously to ensure effective billing.

PS 5.3.14.2.4 The EMMC shall ensure compliance to the below points in terms of the meter installation ancillary equipment.

a) GPRS Modem

- The RMSM shall supply GPRS modems with SIM cards for meter communication where required or on request.
- Each modem shall be identified by a unique terminal identification number.
- The modems shall be fitted with a hardware watchdog mechanism to ensure that they do not freeze or “hang” and will automatically reset if problems are detected with the GPRS communication network.
- On existing modems, it may be required to install an external watchdog timer if the device often “hangs”.
- Note the modems may be used in environments that have very high temperature and humidity swings, are dusty and the electrical environment is noisy with a high prevalence of voltage surges or spikes. For this reason, a modem designed primarily as an indoor “office use” type of device is not acceptable. If the modem is connected to the meter voltage circuit, the design of the power supply is critical and should basically be able to pass similar “type tests” to that of the meter itself in that it should be able to handle long periods of over voltage, have sufficient surge immunity and be isolated to at least 6kV.
- It shall be possible to change the firmware on the modem “over the air” without actually requiring a technician to physically have access to the device. This is important as the bidder may need to manage thousands of modems with different firmware revisions, etc.
- The modem must be fitted with a diagnostic display mechanism (such as multi-coloured LEDs) to assist a technician to facilitate diagnostics and installation. The following indications shall be available as a minimum:
 - Power on/off
 - Active connection to cellular network
 - Connected to APN with a valid IP address (not the same as above)
 - Connection to head-end server
 - Transmitting/Receiving data on GPRS

b) Connection to meter

- If the modem is connected to a single meter, the connection shall be by means of an RS232 or RS485 cable.
- If more than one meter is connected to a single modem, the physical connection shall be by means of an RS485 cable.
- It shall be possible to connect up to at least eight meters to a single modem in a multi-drop configuration.
- If more than one meter is connected to a single modem, the physical connection shall be by means of an RS485 cable.

c) Modem power supply

- Most modern meters have an auxiliary DC supply suitable for powering an external GPRS modem. This power supply shall be used by preference to power the modems.
- In the event that the meter does not support an auxiliary power supply for a modem, the modem shall be powered from the AC supply to the meter input itself.
- The operating voltage range for the AC supply shall be 90V to 240V.

d) Antenna

- The modem shall be fitted with a dipole (not a monopole) antenna with a verified gain of at least 3dB over both the 900MHz and 1800MHz bands.
- The RMSP shall optionally provide higher gain antennas for installations where the signal strength is poor.
- The RMSP shall be required to measure and record the GPRS signal strength for both service providers as discussed in this specification and select the appropriate gain antenna for each installation.
- The antenna shall have flexible cable to enable placement of the antenna at the location of strongest signal inside the metering cubicle.

PS 5.3.14.2.5 The EMMC shall ensure compliance by the RMSP in terms of Customer account management.

- All customer data such as account details, address, contact details and GIS information for Ekurhuleni customers with meters read and managed by the proposed MIS/MDMS system shall be stored on the MDMS database.
- This data shall be captured and managed by the successful service provider, but the MDMS shall provide a web portal access for viewing and editing data to designated CoE personnel should this be required.
- The following customer information shall be captured and stored as a minimum:
 - Unique customer identification number (Solar mSCOA-Venus number)
 - Customer account number
 - Additional Utility site identification number
 - Depot area x 11 Alberton, Benoni, Boksburg, Brakpan, Germiston, Bedfordview, Edenvale, Springs, Nigel, Kempton Park, Tembisa.
 - Customer name and trading name (if different)
 - Customer street and postal address (may be different to the location of the meter point itself)
 - GPS coordinates of metering point
 - Customer contact names, telephone numbers and email addresses (technical and financial)

PS 5.3.14.2.6 The EMMC shall manage the RMSP compliance in terms of Network topology management – Partial Energy Balance

- The MDMS shall be able to capture and maintain associations between various metering nodes (both system and consumer meters) in hierarchical relationships
- It shall be possible to define any arbitrary hierarchical relationship as required by CoE, but as a minimum the following relationships shall be maintained:
 - Geographic
 - Administrative or regional
 - Network topology

- Voltage level
- Tariff
- Consumer type (residential, commercial, industrial etc.)
- The MDMS shall allow the creation of virtual metering nodes that can be associated to a hierarchical structure. These virtual meters shall be updated at least every 30 minutes and it shall be possible to link these meters to all reports and graphs supported by the MDMS.
- Navigation to any level of a hierarchy shall be simple and intuitive via a drill-down tree mechanism.
- The MDMS shall have the capability of performing an energy balance over the entire hierarchical structure.
- The scope of work includes the management of partial Energy balances (ring fenced areas), periodically summing and reporting the balance between energy entering and being consumed from a busbar, feeder or other node in the electrical network. The aim is to select a discrete area, and balance the kWh units entering this area, with the kWh units accounted for in the same area. CoE will from time to time determine each discrete area and provide the RMSP with the exact SLD schematics that will contain the meters involved. It will be expected of the RMSP to once-off capture the discrete area meters on their system, and then provide monthly balance figures, for example, 85% of the units are accounted for. All additional work to find the 15% unaccounted for units, will remain with CoE. CoE reserves the right to make use of the expertise of the RMSP to resolve technical issues.

PS 5.3.14.2.7 Totalisation and aggregation

- The MDMS shall have the capability to aggregate half-hour meter interval data in near real time of large groups of metering points within a network hierarchy as described in this specification, from a single metering point up to and including the entire CoE customer base.
- The MDMS shall additionally allow for near real-time computation of net half-hourly interval data where, for example, the aggregate load consumed by CoE customers at a point in the hierarchy can be subtracted from the aggregate consumption supplied by Eskom for that point.
- In terms of the points above, near real-time means that the aggregate data shall be no more than one hour behind the last integration period.
- Unless otherwise instructed by CoE, these virtual customers shall be assigned to the prevailing tariff used by Eskom to calculate CoE's electricity bill.
- These aggregate metering points shall be treated as "virtual customers" in that all of the functionality that would be applicable in the MDMS to an actual metering point for an electricity customer shall apply. Specifically, it shall be possible to perform the following functions on these points:
 - Generate profile graphs showing detailed half-hour interval data for an arbitrary period over the previous five years for a maximum length of one year. The profile graphs shall not take longer to generate than for normal customers.
 - Run a provisional bill for any arbitrary period over the previous five years.

PS 5.3.14.2.8 The EMMC to take note of the Data Validation, Editing and Estimation (VEE)

- The MDMS shall support automated rule-based validation and estimation (VEE) of raw metered data.

- The MDMS system shall trigger the validation process automatically, once it was physically confirmed that the applicable rule can be applied (rule based codes as required by Solar mSCOA-VENUS), as and when the data is received from the Meter Data Acquisition System using pre-defined validation rules
- The limits and trigger points of the pre-defined validation rules shall be configurable and the MDMS shall have ability to define new rules.
- Validation rules shall be approved by CoE.
- The MDMS shall allow configurable validation rules that may be selectively applied to an individual metering node or groups of metering nodes or to channels common to different metering nodes.
- Validation failures shall be logged for audit purposes.
- Raw data shall not be changed by the validation process for audit purposes.
- The MDMS shall have a meter data estimation routine that may optionally be triggered on occurrence of validation failures.
- The system shall also have facility to define, add and revise estimation methods.
- It shall be possible to selectively enable or disable data estimation for any given metering point or group of metering points.
- The MDMS shall support manual editing of metering data with audit trail.
- The MDMS shall support multiple data states for metered data through its transition from acquisition to analysis e.g. invalid, estimated, edited, verified, validated etc.
- All data state transitions shall be logged for audit trail.

PS 5.3.14.2.9 As part of the Repair and replacement of meters the EMMC shall manage the RMSP in terms of the Fault management system

- The MDMS shall have an integrated fault management system that is able to diagnose, store and report on communication and other metering problems.
- The fault log shall have a web based user interface as part of the MDMS application suite that will allow faults to be viewed and managed both by the successful service provider and by designated Ekurhuleni personnel or their appointed contractors.

a) Registering new faults

- Faults shall be automatically generated by the MDMS system or manually entered.
- If faults are manually entered, the credentials of the user shall be stored with the entry.
- In each case the following parameters shall be captured as a minimum:
 - Date and time
 - Customer's name and unique identification number
 - Meter serial number
 - Fault symptom (e.g. drop in consumption, communication error, phase failure etc.)
 - Urgency level according to SLA
 - Additional notes that may apply.

b) Reacting to new faults

- The RMSP shall react to new faults within 48 hours, during normal working days. If it is found that the fault is with the primary plant and cannot be repaired by the service provider, the designated City of Ekurhuleni personnel as well as the EMMC shall be notified within 24 hours.

- It is the responsibility of the RMSF to be the first respondent to all metering faults as discussed in this specification, and the service provider shall, at their own cost, perform an initial site investigation to determine the cause of the problem within the SLA timeframe stipulated in this specification.
- The fault management system shall be used by the service provider to generate work orders used by the service provider to schedule technical personnel to attend to faults. These work orders shall be made visible to designated CoE staff.
- If possible, the service provider shall immediately repair the fault, check that the system is working correctly and make the necessary entries to the fault management system describing the exact nature of the problem, corrective action taken and where applicable recommendations to prevent similar issues from occurring.
- If immediate repair is not possible for whatever reason, the service provider shall note the root cause of the problem in the fault management system, and if applicable, hand the fault over to another party for attention. The fault management system shall automatically alert this party by SMS and/or email that an open fault requires their attention.

c) Fault reporting

- The fault management system shall support a comprehensive range of reports enabling the evaluation and reporting on fault statistics to assist in the identification of problem areas.
- It shall be possible to generate detailed reports on various fault types with aging analysis and frequency of occurrence.
- It shall be possible to group or aggregate all reports geographically, regionally, device manufacturer etc.

PS 5.3.14.2.10 The EMMC shall ensure and manage the billing system (currently SOLAR VENUS) integration by the RMSF

- The MDMS system proposed by the successful service provider shall interface with the CoE billing system (currently SOLAR Venus) through plain text files.
- Metering and billing determinant data from the MDMS shall be provided to CoE or their appointed representatives in electronic format within the time frames stipulated in this specification.
- The data comprises a flat ASCII file with multiple records. Each record contains 20 fixed-length fields
- A single billing entry for a consumer may consist of between one and four entry in the billing system (currently SOLAR Venus) records, depending on consumer's tariff.
- Provision shall be made for virtual meters in cases where a consumer's supply is metered by more than one meter.
- Provision shall be made for distinguishing between time-of-use rate consumption.
- All metering points shall be reported on in the billing system (currently SOLAR Venus), regardless if there is valid data or not.
- Metering points that contain partial data after the cut-off period shall be reported in the billing system (currently SOLAR Venus) and clearly marked as containing incomplete data in the format as per Table below.

FieldNo	Heading	FieldWidth	FieldStart	FieldEnd	DL/UL	FORMAT	COMMENT
HEADER RECORD = BG512							
1	UNIT_NR	27	1	27	UL		VENUS Property number
2	MET_GRP	2	28	29	UL		ME for electricity
3	MET_TYPE	2	30	31	UL		01, 02, 03 depending on kVA or kWh meter an/or tariff
4	METER_NR	10	32	41	UL		Meter number
5	READ_DATE	8	42	49	UL	YYYYMMDD	
6	READING_INT	8	50	57	UL		Demand (kVA) or Consumption (kWh) - Integer part
7	READING_FRAC	3	58	60	UL		Demand (kVA) or Consumption (kWh) - Fraction part
8	READ_TYPE	2	61	62	UL		03 for read, 01 for no read
9	REMARK_01	3	63	65	UL		Remark codes to be agreed
10	REMARK_02	3	66	68	UL		Remark codes to be agreed
11	REMARK_03	3	69	71	UL		Remark codes to be agreed
12	REMARK_04	3	72	74	UL		Remark codes to be agreed
13	REMARK_05	3	75	77	UL		Remark codes to be agreed
14	ROUTE	4	78	81	UL		N/A
15	MM_IDENT	7	82	88	UL		Use 1st 3 char for area and last 4 char for Tariff
16	EST_CONSUMP_INT	8	89	96	UL		N/A
17	EST_CONSUMP_FRAC	3	97	99	UL		N/A
18	NAC_INT	8	100	107	UL		Demand for NAC calc if required - Integer part
19	NAC_FRAC	3	108	110	UL		Demand for NAC calc if required - Fraction part
20	NAC_DATE	8	111	118	UL	YYYYMMDD	Date of max 12m demand

Table: Billing system (SOLAR Venus) data example

- Provision shall be made for various error codes, examples of which are listed in
- Table below. Note that a single record may contain several error codes at the same time, depending on the circumstances.

METER READING REMARKS			Comments
			Type 1 = No reading
	Existing		Type 3 = Valid Reading
747	AMR: fault log entry	CoE - Energy	fault log entry
748	AMR: Credit Control	CoE - Energy	747 with 748 = (0) reading type 3
749	AMR: No reading (Maintenance)	CoE - Energy	empty reading - type 1 - interim levied
750	AMR - Valid Internet Metering	CoE - Energy	Type 3
751	MOL: Communication Problem	CoE - Energy	
752	MOL: Maintenance In Progress	CoE - Energy	
753	MOL: EMM Maintenance Required	CoE - Energy	
754	MOL: Venus Data Required	CoE - Energy	
755	AMR: Partial	CoE - Energy	partial reading type 3, remainder investigate
756	MOL: Estimated Consumption	CoE - Energy	Type 3 Estained as actual readings , bill correction will take place.
760	AMR: Vacant	CoE - Energy	(0) reading Type 3, last month reading = new month reading 747 with 760 = (0) reading Type 3

Table: Example Billing (Solar Venus) error codes

PS 5.3.14.2.11 The EMMC shall manage the following RMSP Service requirements

- The City shall, by not later than close of work on the sixth calendar day of every month, receive the billing data for at least 95% of the meters of the previous calendar month in an electronic off-line format which has been digitally signed by the successful service provider.
- The City shall, by not later than close of work on the seventh calendar day of every month, receive the remainder of the billing data for all meters that could be read. Those meters that could not be read will be in the fault log, with reasons acceptable to CoE. A list of meters for which the readings could not be finalised by the end of the sixth calendar day of each calendar month shall accompany the meter readings. In each case an explanation of the problem or fault shall be provided.
- This billing data shall be in a format as specified by the City which shall be compatible with the City's billing system (currently SOLAR Venus) as described in this specification. This shall be such that the data can be automatically captured into the billing system without the need for manual intervention of any kind.
- The City reserves the right to change this format at any time during the contract period to accommodate changing financial imperatives. The service provider shall be required to accommodate these changes at no additional charge.

- The service provider shall be responsible to ensure that this data is received by the specified people within the prescribed timeframes.
- Faults attributed to the service provider or a subcontractor of the service provider (such as a cellular communication provider) shall be corrected by close of work on the seventh calendar day of the calendar month. Please note that these cases may incur penalties after the seventh calendar day of the calendar month as indicated later on in this specification.
- Accounts not yet completed shall not be made available on the customer portal, so as to prevent confusion, however flagged incomplete data will be required by CoE.

PS 5.3.14.2.12 Billing

- The MDMS shall support both register and interval data billing, but the preferred solution is to use interval data for all billing operations and to use the register billing data from meters only as a check mechanism to ensure that the recorded interval data is correct.
- It is important to note that meters in Ekurhuleni are never programmed with time-of-use parameters or public holidays. All billing determinants for time-of-use tariffs shall be calculated using interval data.
- The service provider shall ensure that bills are automatically generated and displayed on the customer web portal within the agreed time period at the start of each month.

a) Billing periods

- Under normal circumstances, the billing period for Ekurhuleni customers shall be over one calendar month.
- The monthly meter data will be concluded on the last hour of the last day of every month for all of the Ekurhuleni customers, excepting for a number of specified and approved cases where a different reading date will be made available to the service provider.
- In some individual cases, for a limited number of customers, these dates may differ, hence provision must be made for these cases.

PS 5.3.14.2.13 The EMMC shall manage the metering of the Ekurhuleni infeed points in terms of the Energy balance

- Ekurhuleni is supplied by Eskom at more than 56 infeed points of supply (PODs) as well as 2 infeed point from City Power.
- Each point of supply is individually metered and shall form part of the scope of work of this contract.
- The service provider shall create MDMS accounts for each Eskom POD and associate these with the relevant metering points on site and implement the correct Eskom Tariff at the POD in order to verify the bill that CoE receives monthly from Eskom.
- These POD points shall be aggregated to enable a direct comparison to be made between the Ekurhuleni POD measurement and Eskom accounts received.
 - The POD points shall be further aggregated as described in this specification to enable the calculation of consumption by region and a grand total for the entire Ekurhuleni.
- and a grand total for the entire CoE.

- These non-billable points shall be kept separate from the billing customers and shall be reported on separately.

Eskom account verification

- The MDMS system shall have a billing verification functionality to enable Eskom accounts to be captured and verified.
- Electricity bills from Eskom shall be captured directly on the MDMS web portal by Ekurhuleni personnel or by the successful service provider.
- The MDMS billing verification system shall have the ability to store all Eskom tariff components including time of use energy, maximum demand, network demand, network access charges, surcharges and fixed charges.
- It shall then be possible for the user to verify the Eskom bill against a bill generated by the MDMS using Ekurhuleni's POD meters over the same period.
- All discrepancies above a configurable threshold shall be highlighted for further investigation.
- It shall be possible to generate comprehensive reports from the MDMS billing verification system including the following:
 - Per POD historically over time
 - Summary historical data over time for all PODs
 - Detailed report per POD for a single billing period

Ekurhuleni own use facilities and statistical metering

- The successful service provider shall create "virtual check-meter customers" customers for each internal facility or substation metering point designated by Ekurhuleni and associate these with the relevant metering points on site.
- These internal accounts shall be treated in exactly the same way as normal customers, with the exception that their consumption shall not be reported on the Billing system (currently Venus) as described in this specification.

The EMMC shall ensure and manage the Data integrity provided by the RMSP

- The service provider shall ascertain through automated software procedures that all interval data are accounted for.
- Missing data shall be detected and collected where possible and available.
- Under no circumstances may raw data be changed for any reason whatsoever.
- In the event that changes are required to the metering data (such as an incorrect CT or VT ratio being recorded for example) these shall be made only from the instruction of the HOD: Energy.
- The MDMS shall keep a journal or log of any changes made to critical data such as but not limited to CT or VT ratios. This log shall include at least the following information:
 - ❖ The date and time stamp
 - ❖ The user identity
 - ❖ The previous value
 - ❖ The new value
- Corrupted data should be flagged as such and may not be changed directly.

- The service provider shall inform Ekurhuleni prior to the generation of the bill in the event of any data being corrupted or any factor that may lead to an inaccurate bill being generated.
- The responsible Chief Area Engineer (CAE) shall ensure that meter parameters and CT/VT ratios are correct and shall provide this information to the service provider. The service provider shall ensure this information is correctly captured and implemented on the AMR system.

PS 5.3.14.3 EMMC'S MANAGEMENT OF REMOTE METER READINGS TO BE BILLED TO CONSUMERS AND THE SUCCESSFUL AND ACCURATE UPLOAD THEREOF TO THE CoE FINANCE BILLING SYSTEM. {FLOW CHART ERS 4.1}

In terms of the successful and accurate upload of the remote metering data from the RMSP to the Finance Billing system the **EMMC** will manage, and perform the following functions:

- RMSP will generate an electronic data file of successfully generated meter readings which will consist of the consumer consumption data as per tariff structure and in accordance to the RMSP contract and forward to the **EMMC**. The RMSP will also forward a data file of meter readings that could not be generated due to various reasons.
- **EMMC** will upon receiving the data file for successfully generated readings; interrogate the data file in terms of tariff structure, historical data, consumer data versus meter data etc. for possible upload into the Finance Billing system. The **EMMC** will also investigate the file where meter readings could not be obtained and apply penalties where applicable or provide reports for the correction of the meter installation to the respective technical staff.
- If meter reading data is missing, the **EMMC** will inform the RMSP of the missing meter reading data on which the RMSP will act on and rectify or rerun data uploads and provide the **EMMC** updated meter readings.
- If it was found that the meter readings could not be obtained from a desk top exercise, the RMSP technical staff will conduct an onsite inspection to ascertain the cause of the failure to obtain the readings. If it is within the scope of the RMSP technical staff to rectify or to clear the fault, the RMSP is expected to rerun the data interrogation and provide new meter reading data to **EMMC** on the missing data.
- In the event that the RMSP technical staff cannot resolve the fault, the RMSP will report to the CoE Energy Department the cause of the fault and it will be the Energy Department's responsibility to clear the fault.
- In the event of data adjustment required such data adjustment to be flagged by the **EMMC** in order for CoE Finance to perform the necessary adjustments.
- Once meter reading data has been processed by CoE and errors have been found, the errors will be sent to **EMMC** to investigate, rectify or to refer to RMSP.
- In the event of the accurate meter reading data has been successfully uploaded, the **EMMC** are required to verify the billing data against the data that was provided for uploading.
- For the meter readings that could not be obtained due to maintenance and faulty meter installations, the **EMMC** is expected to follow up on a regular basis of the progress made in terms on the repairing of the faulty meter installation.

- The **EMMC** will certify the RMSPP payment certificate and apply the necessary penalties in terms of wrong, missing or incomplete meter reading data that has resulted in the consumer to be billed incorrectly or not be billed at all.

It is the intension of CoE to fully automate this via the CoE Integration platform during the course of the contract.

Penalties will also be applied to the **EMMC** in the instance that the consumer was billed incorrectly and no action was taken by the **EMMC** to rectify the meter readings or where a consumer has not been billed for two consecutive months

PS 5.3.14.4 ANALYSIS OF HISTORICAL READINGS, PROFILE DATA AND BILLING OF AN AMR METER TO GENERATE READING DATA FOR BILLING PURPOSES IN THE EVENT OF LOST DATA

The **EMMC** will be expected on an ad hoc basis to perform an in-depth analysis on an AMR meter installation that has not been billed for various reasons to generate consumption and meter reading data for billing purposes. This will entail onsite visits to ascertain the status of the meter installation, occupation of the premises, detail investigation into the historical Energy consumption and Demand Consumption data, apply the historical data to the period that has the missing consumption data and provide a detail report to Energy and Finance on the findings and the recommend consumption data that should be billed. It will also be expected by the **EMMC** to facilitate the meeting between the consumer, Finance and Energy Departments and present the findings, actions and recommendations to be applied to the consumer's account. Refer to the CT, CT-VT audit of this document for the policy extract and detail to adhere to. The rates provided for the reporting and the intervening should cover this section as well as the detail of the policy around the report. This action must be managed by a Professional Engineer and carried out by the Engineering Technicians onsite as defined in this document.

PS 5.3.14.5 THE EMMC TO TAKE NOTE AND OVERSEE THE DATA SUPPORT FOR COMPLEX METERING SYSTEMS BY RMSPP

- It is theoretically possible that a single customer may enter into a commercial arrangement with CoE whereby a unified bill is presented over more than one site, and each site may be supplied by one or more feeders as shown in Figure 1.
- The prospective service provider shall outline how their MDMS can be configured to deal with these situations and accurately bill the customer ensuring that maximum demand in particular is correctly diversified.

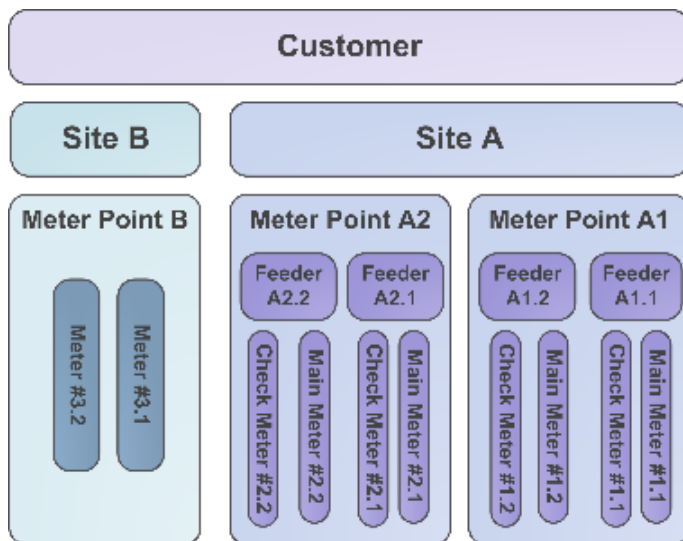


Figure 1: Complex metering relationship.

PS 5.3.14.6 THE EMMC TO TAKE NOTE AND OVERSEE METERING ASSET MANAGEMENT PERFORMED BY THE RMS

- Meters shall be configured in a hierarchical tree structure within the MDMS that represents the actual network topology as described in this specification.
- A metering point in the MDMS shall represent a physical point in the distribution network where one or more physical meters are installed.
- The MDMS shall make provision for the ability to automatically summate and correctly calculate diversified maximum demand for any number of meters associated with a metering point. For example, an installation supplied by two distribution transformers shall have a metering point defined that will automatically summate the consumption of active and reactive energy from both transformers and correctly calculate the diversified maximum demand for the summated supply vectorially.
- The service provider shall maintain and update all meter records in the MDMS.
- The MDMS shall provide a web portal access for viewing and editing meter data to designated CoE personnel should this be required.
- The following meter data shall be stored as a minimum:
 - Unique meter identification number
 - Serial number
 - Make and model
 - Utility (electricity, water, gas etc.)
 - Year of manufacture
 - Nominal voltage
 - Basic current
 - Maximum current
 - Nominal frequency
 - Accuracy class
 - Type of connection (whole-current or CT connected)
 - Network connection (three-phase four-wire, three-wire etc.)
 - Installation date
 - Decommissioning date
 - Voltage transformer ratio
 - Current transformer ratio

- Multiplication constant (if applicable)
- Meter status (active, disabled, disconnected etc.)
- Functionality and ability of the meter to read through automated process via modem the following:
 - Energy modes (import/export active and reactive)
- Integration period
- Phasor data (voltage, current, power etc.)
- Events and alarms

PS 5.3.14.7 THE EMMC TO TAKE NOTE AND OVERSEE THE BUSINESS INTELLIGENCE ESTIMATION OF BILLS FOR LARGE POWER USERS TO BE IMPLEMENTED BY THE RMSP

In cases where it is impossible to obtain actual metering data for a customer, the service provider shall provide a mechanism for accurately estimating the consumption and provide an estimated bill for CoE.

The estimation method shall be based on half-hour interval data that is estimated from historical readings from the customer using the following criteria:

- The period over which historical data is calculated shall be configurable from 3 to 24 months.
- Historical data may not be based on previously estimated data. Only actual verified data may be considered.
- Historical data shall take the time of day (each half-hour period), day of week and the season into account and shall ignore public holidays.
- It must be possible to exclude certain periods from the historical data where abnormally high or low consumption is expected due to holiday periods, for example, Easter and Christmas periods.
- The historical data shall have sufficient number of records for each half-hour period to ensure that it is statistically significant.

Bills may only be estimated for customers where CoE requested this and must be reconfirmed every month.

Estimated data shall clearly be indicated as such on all reports and graphs.

PS 5.3.14.8 THE EMMC SHALL APPLY THE BELOW PENALTIES TO THE RMSP

The remote metering service provided by The City to its valued customers is seen as the highest current form of service to large electricity customers. Non-compliance to the specifications set out above may lead to customers and / or The City to be inconvenienced and may also lead to embarrassment for The City.

For these reasons, the following penalties may become applicable in the case of default by the service provider:

- For being unable to provide an accurate account on 95% of billable customers on the 7th calendar day of each calendar month – 1 × monthly service fee (for each customer involved);

- For failing to attend to a technical concern raised in writing by the HOD: Energy or his delegated official within one month – 1 x the total monthly fee of that customer, for every month that the concern remains outstanding;
- For every reasonable letter of complaint from a customer received by the HOD: Energy regarding the service provided – 1 x the total monthly fee for that customer, and
- For attempting to develop an incomplete or inadequate system into an AMR meter reading system at the expense of Ekurhuleni and its customers – immediate termination of the contract. Technical inability to prove communication with all installed Ekurhuleni electricity meters will, amongst others, constitute an inadequate system. Further legal action will be instituted.

PS 5.3.15 MANAGE SMART METERING REGISTRATION AND READING PROCESSES

It should be noted that once Smart metering is implemented it will be required by the successful **EMMC** to effectively and efficiently manage these applications and processes once the project has been signed over to CoE i.e.:

To ensure correct registration of smart meters on CoE BPM system, this will follow the same as the aforementioned prepayment and conventional meter new, replaced and retrofit process. Ensure that where smart meters are functioning in credit mode, correct meter readings are obtained that are both correct and read timeously. Ensure that where smart meters are functioning in prepayment mode, reports are generated timeously to indicate low or no purchase.

The format of the reports will be specified as the implementation of the smart metering is rolled out.

The appointed **EMMC** will be expected to provide a rate for the management of the smart metering process, but this will only come into an effect once the smart metering project has been rolled out and the project has come to an end and has been signed over to CoE.

PS 5.3.16 MANAGEMENT OF FOURTH CONTRAVENTION CABLE REMOVAL CONTRACTOR

After 3 attempts to curb tampering of meter or electrical service connection, CoE takes a firm stance to remove the electrical cable connection. The aim is to ensure that the services to the property is completely stopped. The Energy Department's Revenue Services will evaluate, process and manage all instructions for this process. The electronic work instruction will be issued to the EMMC through CoE's BPM system, or it can be automated from the CoE's BPM system after the last disconnection.

A job card will be generated by the EMMC and issued to the FCCRC who will be responsible to record all the work executed at the property to ensure a full fourth contravention cable removal. It will be expected by the EMMC to inspect the cutting/removal and once reinstatement has been paid the joining of the cable. The EMMC inspect the backfilling and compaction of the trench, cabling termination of the cable.

EMMC to perform a pre-inspection at the property.

Identify correct service connection, meter and circuit breaker from which the FCCRC should remove the cable. Take GPS coordinates of site. Determine if cable is overhead or underground, feeding from a kiosk, underground distribution pole, overhead distribution pole to clearly identify to the FCCRC where to disconnect connection, identify the position where cable will be terminated, the size and make of cable and to ensure that if the service connection is not labelled, to highlight this to the FCCRC to execute when working on the connection.

The following detail of the functions of the FCCRC will be managed by the EMMC:

1. Removal of service connection cable

- Collect removal of service connection cable Job card from EMMC office.
- As per job card instruction, locate service connection cable, open trench (if underground).
- The FCCRC must ensure that the phase rotation on a three phase connection is established before the switch off of a three phase connection and must be confirmed to be correct after the installation. The phase rotation must be noted on the job card.
- Switch off service connection.

Disconnecting process to be followed is as follows:

1. Overhead network service – live, neutral and earth wires, overhead individual service connections.
 - Remove at the most effective safe point (from house to pole).
 2. Overhead network– Arial bundle service connections
 - Remove at the most effective safe point (from house to pole).
 3. Overhead network – underground cable service connections
 - Cut service connection cable at 1m from ground level and remove 3m of cable and circuit breaker at the top of the pole and make safe.
 4. (Meter kiosk/miniature substation/substation/distribution poles)(Electrical plant) – underground cables service connection
 - Open trench for four meters from the electrical apparatus, Cut service connection cable 3m from the electrical apparatus and remove cable and circuit breaker out of the electrical apparatus.
- Cap cable end/s to ensure that moisture ingress will not be experienced.
 - Close trench (as it possible that the customer takes a while to make payment) and make safe.
 - Take photos of all before and after work and provide to EMMC.
 - Take cable to EMMC stores for safe storage and possible re-use when reinstating service connection cable.
 - Label removed piece of cable with property details to identify the property it was taken from. This will also assist to determine the size of joint kit to apply.
 - Ensure job card is completed and handed to EMMC.

2. Reinstating cable once customer paid for reinstatement fees.

- The EMMC must note all info from the job card that was returned when the cable was removed.
- The FCCRC Collect cable reinstatement Job card from EMMC.
- As per job card instruction, locate service connection cable, open trench (if underground).
- Ensure service connection is still switched off.
- Remove end cap/s and ensure that cable is free from any moisture.
- Joint service connection cable that was cut and removed.
- Close trench and make safe.

- Take photos of all before and after work and provide to EMMC
- If service connection was not labelled, label service connection as per Label Standard Operating procedures.
- Complete Job card and provide all photos and Job card to EMMC.

All hard copies of the mentioned documents shall be forwarded to the relevant depot. It will be required by the EMMC to perform QA's on all installations (100%).

It will be required from the EMMC to provide on a fortnightly basis a report to the Energy Department's Engineer with respect to fourth contravention cable removals and reinstatements done and QA'd and passed, if no removals or reinstatements were done or no QA's were performed the EMMC should report a zero for this. CoE will perform QA on a 10% random sample on the EMMC QA.

PS 5.3.17 MANAGEMENT OF METER READING CONTRACTORS

The EMMC will be required to manage, per region, a number of processes on behalf of the COE. These processes have each been mapped into a separate flow chart, indicating the process and the parties responsible for each of the different actions.

It must be noted that these management processes might be adapted/alterd from time to time to suit business requirements. The EMMC may be required to execute and manage tasks allocated to other parties.

Each process has been labelled with a unique number in the right-hand top corner of the sheet. Reference will be made to these numbers in the preceding sections.

Following is a summary of the processes and actions to be managed by the EMMC:

PS 5.3.17.1 Meter Reading Process

The EMMC will be responsible for the management of entire meter reading process. The EMMC's responsibilities include –

- Passing on CCA-generated electronic field books / instructions for the Meter Reading Contractor(s),
- Verifying and Forwarding MRC readings to CCAs for upload onto the COE Financial Systems,
- Preparing performance reports,
- Investigate no readings, error codes and deviations

The EMMC will be responsible for Meter Reading Quality Assurance through physical on-site verification of sampled records selected from data submitted by the MRC's. Samples may be drawn from:

- BP421 exception report
- Accepted readings from BG510 that does not appear in the BP421 report
- A combination of the above

Projected volumes may vary from month-to-month. Electricity services excludes pre-paid electricity systems.

The minimum total physical inspections required to be performed monthly will be based on 40% of the BP421 record count.

This will entail a physical site verification and inspection of records per cycle and to be completed within 5 (five) working days upon receipt of the BP421 File submitted by the relevant CCC.

The EMMC will be required to report on these deviations and to take the necessary action in terms of the MRC's contract to improve reading quality and applying contract penalties if applicable.

The EMMC will be responsible for the capturing of meter maintenance instructions to COE as reflected on meter reading error codes. EMMC will be responsible for progress monitoring and reporting on all reported matters.

Furthermore an age analysis of maintenance instruction shall be prepared and followed up by the EMMC with all relevant stakeholders.

PS 5.3.17.2 BP421 Error Codes

The EMMC will be required to address and manage all Finance related error codes to ensure correctness of captured reading and may require physical inspection. Meter related errors to be reported to Energy departments (COEC) are to be captured in formal work instructions to relevant departments and monitored to ensure that matters are being attended to.

Reading deviations are based on the historical consumption patterns of individual customers. Deviation criteria are to be standardized as per Finance Billing system. Deviations outside standard are to be referred to MRC to confirm correctness of reading.

PS 5.3.17.3 Special Readings

The EMMC will be responsible to manage the Meter Reading Contractor to obtain a special reading on both the water meter and the electricity meter of the stand, and ensure that the required readings reach Finance department within 24 hours after requested by Finance.

PS 5.3.17.4 Customer Handling

The EMMC will be responsible to manage the MRCs' Telephone phone-in readings on the electricity meters.

The EMMC will be responsible to manage the MRCs' SMS readings on the electricity meters.

The EMMC will be responsible to manage the after-hour service to COE customers in respect of disconnections, reconnections and meter readings. Monday to Friday excluding public holidays until 21:00.

PS 5.3.18 MANAGEMENT OF METER DISCONNECTION/RECONNECTION CONTRACTORS

The EMMC will be responsible to manage the Disconnection/reconnection contractor/s in accordance with the COE's credit control and cut-off policies. This will include the following:

- i. Management of delivery of final notices, disconnections and reconnection instructions;
- ii. Provide electronic devices for credit control functions to enable digital verification and audit of functions executed. This will include recording and storing of GPS co-ordinates, taking of pictures and time of credit control actions executed;
- iii. Management of cut off processes by contractors;
- iv. Inspection and evaluation of work done by contractors;
- v. Supplying statistics and reports on cut-off processes;
- vi. Meetings with contractors;
- vii. Meetings with COE Management;
- viii. Evaluation of individual contractors' performance, capacity and quality of work;
- ix. Verifying of invoices and supporting documentation from contractors;
- x. Recording, capturing and storage of all notices and disconnection stubs returned by DC;
- xi. Full reconciliation of instruction issued to contractors and actual actions executed;
- xii. Align DC employees to COE prescribed credit control procedures, requirements and time-frames;
- xiii. Receive, investigate and document all illegal connections.
- xiv. Provide credit control confirmation report in prescribed format.

PS 5.3.18.1 Disconnection & Reconnection Averages

It is IMPORTANT to note that the number of notices and disconnections to be rendered will vary in quantity and type during each month, and from month to month.

In order to balance the COE's work instructions with capacity to deliver, COE requires the EMMC to supply sufficient infrastructure to effectively manage the numbers of final notices disconnections and reconnections per month.

PS 5.4 MONTHLY REPORT

It will be expected from the **EMMC** to provide to the CoE, a monthly progress report, covering all aspects of its appointment. The report shall be submitted no later than the agreed specified date of each month, covering the full calendar month prior to that month. Should the report be late, penalties as per the penalty clause will be applied (applied to the tendered rate for compiling the report).

The format of the report will be provided by the CoE to the **EMMC**'s. The report is in the form of a project overview report, which includes the following items:

- Summary of the contractual details of the **EMMC**'s appointment, as well as a summary of the contracts being managed by the **EMMC**.

- Overview of the management of the Meter Installation Contract(s), which shall inter alia include the following:
 - Summary of total jobs received per meter type and application request (i.e. prepayment meter or credit meter; new connection, repair, replace, retrofit etc.), issued to Contractor(s), jobs completed, jobs inspected, jobs outstanding, etc.
 - As per above an added section should be included especially for Low Cost Housing (Electrification) Projects.
 - Report on the inspection of jobs completed during the previous month, including a list of the jobs which were inspected and uploaded to the CoE's financial system (to be used by CoE to audit **EMMC**).
 - Report on the penalties applied to MIC.
 - Report on MIC budget; include certified payment certificate(s) for the previous month. Include graph with estimated and actual expenditure from start of Contractor's contract.
- Report on material management, including stock levels, materials used during month, access keys and ID Cards issued, etc.
- Report on the management of meters tested. Include details and summary of test results (accuracy) for meters tested during the previous month.
- Monthly consumption report (AMR and manually read credit meter), i.e. summary of consumption per tariff grouping, summary of consumption of indigents, consumption patterns, high/low consumption etc., comparison of sales figures to bulk Eskom
- Monthly consumption report for prepayment vending system, i.e. summary of total active meter grouped by depots, summary of active meter per tariff grouping, electricity units sold grouped by depot, FBE issued on applicable tariff structure per depot, total kWh units issued per tariff grouping, average FBE grouped by depot, average total units issued grouped by depot, income generated per depot broken down to tariff charge, Fix Charge, correct % VAT and grouped by vending tariffs. No purchases exceeding 3 months per depot, blocked meter per depot and the duration of the meter been blocked; number of blocking and unblocking per month. The aforementioned will be the basis on which prepayment vending will be reported on but it is not limited as additional request for more reports on prepayment vending might be added.
- Report on the discovery of un-metered and/or illegal connections and connections not registered on the CoE's financial database. Details should be included (for CoE auditing purposes)
- Report on the discovery of tampered / by-passed meters identified and meter installations normalised.
- Copies of minutes of meetings held with the contractors within the month should also be included.
- Report on the BP421 codes analysis, which must include thirty (30) day, sixty (60) day, ninety (90) day and longer outstanding errors, not attended to or not finalised yet. This will also be the KPI detail report to be forwarded to the Energy Department to be acted on.

- In terms of AMR meters a KPI report on maintenance errors which must be rectified by the RMSP and CoE Energy Department.
- Low / no consumption report on manually read and AMR credit meters.
- Pre-inspections performed (Irrespective of work instruction received)

Overview of the management of the Remote Metering Service Provider, which shall inter alia include the following:

- Summary indicating the total accurate meter readings resulting in the successful upload and billing thereof i.e. Energy consumptions and Maximum Demand
- Summary and detailed report (i.e. consumer, address, meter detail) indicating the total meter readings that could not be successfully uploaded and billed, the actions taken to have it rectified and the status of the investigations and action plans.
- Summary of all new Remote meters installed and repaired/replaced
- Summary and detailed report on maintenance log on AMR meters where no billing has been applied, cause of fault, duration that no meter readings has been obtained, corrective measures taken and also if an interim account has been generated and provided to Finance for interim billing.
- Summary of Penalties applied or applicable to RMSP.

Overview of the management of the Fourth Contravention Cable Removal Contractor functions, which shall inter alia include the following:

- Summary and detailed report (i.e. consumer, address, meter detail) indicating the total successful cable removals.
- Summary and detailed report (i.e. consumer, address, meter detail) indicating the total unsuccessful cable removals.
- Summary and detailed report (i.e. consumer, address, meter detail) indicating the total successful cable reinstatements.
- Summary and detailed report (i.e. consumer, address, meter detail) indicating the total unsuccessful cable reinstatements.
- Energy balance per POD, region and distribution feeders
- Any additional task assigned to the EMMC during the course of the contract.
- Overview of the management of the Meter Reading Contract(s), which shall inter alia include the following:
 - Summary of meter readings returned (split into error codes, non-readings, etc.);
 - Summary and assessment of error codes (grouped into categories) returned during the month, compared with those of the previous eleven months (include a graph);

- Report on audit of Meter Reading Contractor, i.e. accuracy and the timeous submission of readings (include a graph comparing accuracy to that of last twelve months). Provide an interpretation of audit findings;
- Report on the penalties applied to MRC;
- Report on MRC budget, include certified payment certificate for the previous month. Include graph with estimated and actual expenditure from start of Contractor's contract;
- Report on the discovery of un-metered and/or illegal connections and connections not registered on COE's financial database. Details should be included (for COE auditing purposes);
- Copies of minutes of meetings held with the contractors within the month should also be included;
- Report on the BP421 (error codes) analysis, which must include thirty (30) day, sixty (60) day, ninety (90) day and longer outstanding errors, not attended to or not finalised yet;
- Overview of the management of the Disconnection Meter Contract(s), which shall inter alia include the following:
 - Summary of final notices (split into delivery, non-delivery etc.);
 - Summary of disconnection notices in a standardized reporting format;
 - Summary and assessment of final notices and disconnections performed (grouped into categories) during the month, compared with those of the previous eleven months (include a graph);
 - Report on audit of Disconnection Contractor, i.e. accuracy and the timeous submission of information (include a graph comparing accuracy to that of last twelve months). Provide an interpretation of audit findings;
 - Report on the penalties applied to DC;
 - Report on DC budget, include certified payment certificate for the previous month. Include graph with estimated and actual expenditure from start of Contractor's contract;
 - Monthly credit control report, i.e. summary of final notices, disconnections and reconnections per grouping and summary of totals;
 - Report on the discovery of illegal connections not registered on COE's financial database. Details should be included (for COE auditing purposes);
 - Copies of minutes of meetings held with the contractors within the month should also be included;
 - Report on the disconnection statistics per period.

The Service Provider will further be required to attend monthly report back meetings with COE. The progress report will form the basis of the discussions for these meetings.

The Service Provider must ensure that a Credit Control Report, per action, in PDF format be available on request from CCC with the following prerequisite items to be included on the report extracted from devices.

Final Notice

- Debtor information as per BL305 i.e. Debtor, Unit No, CCC & Meter No.

- Credit control Action i.e. Notice date, Notice time, Device issued by, Company, GPS/ Stand centroid deviation
- Notice delivered successful or not with reason
- Photos to be included on report file- Property description & Placement of notice

Disconnection

- Debtor information as per BL305 i.e. Debtor, Unit No, CCC & Meter No.
- Credit control Action i.e. Notice date, Notice time, Device issued by Company, GPS/ Stand centroid deviation
- Disconnection successful or not with reason
- Photos to be included on file- Disconnection Status, Disconnection status After, Meter, Seal, Placement of Notice.

Reconnection

- Debtor information as per BL305 i.e. Debtor, Unit No, CCC & Meter No.
- Credit control Action i.e. Notice date, Notice time, Device issued by Company, GPS/ Stand centroid deviation
- Reconnection successful
- Photos to be included on file- Disconnection Status, Reconnection status After, Meter, Seal Removed.

The report should be accompanied by the certified payment certificates of the contractors under the **EMMC's** management, as well as a payment certificate of the **EMMC**.

The Consultant will further be required to attend monthly report back meetings with the CoE. The progress report will form the basis of the discussions for these meetings.

PART D

PS 6 TIMEFRAMES

PS 6.1 START-UP OF EMMC

The Consultant shall be operational and functioning effectively at the time of appointment date in accordance with PS 8.5.2.2.

All existing relevant data regarding this contract is to be handed over to the next **EMMC** and the CoE on ending of this contract.

It must be noted that a hand over period during which the existing **EMMC's** will continue their functions while the new **EMMC's** are in the start-up phase may take place at the discretion of CoE if required. If this takes place functions will be progressively transferred from the existing **EMMC's** to the new **EMMC's** over the eight-week period above.

PS 6.2 WORKING DAYS

The **EMMC** will be expected to adopt the official CoE working hours, which are from 8h00 to 16h30 for administrative purposes, and excludes weekends and public holidays. CoE closes over the festive season and subject to confirmation by CoE timeously it will not be expected from the **EMMC** to remain open for business over this period. However, should the CoE change its policy with regard to the closing of offices, the **EMMC** will not be allowed to close during the contractor's annual break and must make skeleton staff available consisting of at least:

- Meter Installation and Repair Project Engineer (1x)
- Meter Repair & Installation Inspectors (4x)
- Materials Project Manager
- Administrative Personnel to receive metering related calls and capture job card details.
- Meter Reading and Disconnection Project Manager(1x)

PS 6.3 MANAGEMENT WITHIN SPECIFIC TIME FRAMES

All of the Actions described under PS 5 (listed and referenced in the process flow charts and Matrix and Meter Installation Procedure for MIC included in Annexure ii and iii respectively) shall be managed by the **EMMC** to coincide with the specific time frames required by the CoE. These timeframes are maximum allowed time and it will be required from the **EMMC** to execute the work in this timeframe or less. Where there is a discrepancy between the **EMMC** timeframes and the timeframes of any contractors managed by the **EMMC** the timeframes listed in the **EMMC** tender shall take precedence.

INSTALLATION OF A DIRECT DRIVEN AMR CREDIT METER OR PREPAYMENT METER (NEW SERVICE CONNECTION)

Activity	Timeframe
Once payment by applicant has been approved by CoE and after application has been forwarded via electronic CoE BPM system to EMMC , EMMC to identify relevant direct driven AMR credit meter/prepayment meter at EMMC stores and allocate meter, meter seals and meter installation material if applicable to application job card. The same time frame will be applicable to CoE internal staff performing this function and the meters should be delivered to the EMMC offices. If performed internally and once delivered then the EMMC will be given another day for the EMMC stores to inform the EMMC admin staff of the application on hand.	day
Once meter and meter seals have been allocated to job card the EMMC is required to group all job cards per area and map the applications on GIS and produce maps for the MIC	1 day
Once meter and meter seals have been allocated to job card the MIC needs to be informed by the EMMC of the job card and MIC needs to collect all material and job card.	day

If Job card entails cabling and it has been identified by the CoE's Revenue Services division that the EMMC must manage the installation of the cables, the cable job card will be generated by EMMC and given to the Planning Services	Same as meter allocation 1 day
Installation of cable as per job card by Planning Services Division CoE (Dependant on the completion and readiness of the applicant)	5 Working days
After the two days allowed for the preparing of the job card in the preceding processes, installation of meter and meter related material, inclusive of modem as per job card by MIC and RMSP (for credit meter) (Dependant on the completion and readiness of the applicant and also for cables installed) all detail be added on the job card and digital proof to be attached as per detailed in MIC contract.	Maximum of 10 working days (New connections gets preference over retrofits)
Reporting back to CoE if applicant is not ready and what the expected installation date will be. (Info to be obtained by MIC)	2 days after job card was collected from EMMC offices.
Inspection of meter installation to be in the off position and connections and capturing quality assessment details to the job card	2 working days after actual installation date by MIC.
If QA failed inform MIC to rectify and provide corrective measures taken.	1 working day after QA
MIC to rectify defects	1 Working day after being informed of the installation defects
Re- Inspection of connections and capturing of job card	1 Working day after installation defects has been rectified.
After installation has been inspected and QA'd ,capture all proof of installation detail, readings, seals , digital proof as per MIC contract etc. on electronic CoE BPM system instruction	1 working day.
Report on all new AMR direct driven meter / prepayment meter installations with failure and pass rates	Monthly on the 4 TH Working day of each Month

REPLACEMENT OF CONVENTIONAL METERS WITH DIRECT DRIVEN AMR CREDIT METER OR WITH PREPAYMENT METER

Activity	Timeframe
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<p>Once possible replacement of a conventional meter with a direct driven AMR credit meter or with a prepayment meter has been captured by CoE and after application has been forwarded via electronic CoE BPM system to EMMC, EMMC to Identify relevant direct driven AMR credit meter or prepayment meter at EMMC stores and allocate meter, meter seals, meter installation material if applicable to application job card. The same time frame will be applicable to CoE internal staff performing this function and the meters should be delivered to the EMMC offices. If performed internally and once delivered then the EMMC will be given another day for the EMMC stores to inform the EMMC admin staff of the application on hand.</p>	1 day
<p>Once meter and meter seals have been allocated to job card the EMMC is required to group all job cards per area and map the applications on GIS and produce maps for the MIC</p>	1 day
<p>Once meter and meter seals have been allocated to job card the MIC needs to be informed by EMMC of the job card and MIC needs to collect all material and job card</p>	1 day
<p>After the two days allowed for the preparing of the job card in the preceding processes, installation of new meter and meter related material inclusive of modem as per job card or repairing of the meter installation by MIC and RMSP all detail to be added on the job card and digital proof to be attached as per detailed in MIC contract.</p>	Under normal conditions to meet service standards 3 days (Maximum of 10 working days as per MIC tender).
<p>Reporting back to CoE if consumer is resisting entrance (Info to be obtained by MIC)</p>	2 days after job card was collected from EMMC offices.
<p>Inspection of meter installation to be in the on position and connections, capturing quality assessment details to the job card</p>	2 working days after actual installation date by MIC.
<p>If QA failed inform MIC to rectify and provide corrective measures taken.</p>	1 working day after QA
<p>MIC to rectify defects</p>	1 Working day after being informed of the installation defects
<p>Re- Inspection of connections and capturing of job card</p>	1 Working day after installation defects has been rectified.
<p>After installation has been inspected and QA'd, capture all proof of installation detail, readings, seals, digital proof as per MIC contract etc on electronic CoE BPM system instruction.</p>	1 working day.

Report on all repair and replacements of conventional meter installations with failure and pass rates	Monthly on the 4 TH Working day of each Month
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RETROFITTING OF A CONVENTIONAL METER WITH A PREPAYMENT METER

Activity	Timeframe
Once payment by applicant or identified as an CoE project the application has been approved by CoE and after application has been forwarded via electronic CoE BPM system to EMMC , EMMC to Identify relevant prepayment meter at EMMC stores and allocate prepayment meter, meter seals, meter installation material if applicable and engineering and vending tokens to application job card. All engineering and vending tokens to be on CoE job card. The same time frame will be applicable to CoE internal staff performing this function and the meters should be delivered to the EMMC offices. If performed internally and once delivered then the EMMC will be given another day for the EMMC stores to inform the EMMC admin staff of the application on hand.	1 day
Once meter and meter seals have been allocated to job card the EMMC is required to group all job cards per area and map the applications on GIS and produce maps for the MIC	1 day
Once meter, tokens and meter seals have been allocated to job card the MIC needs to be informed by EMMC of the job card and MIC needs to collect all material and job card	1 day
If Job card entails cabling and it has been identified by the CoE's Revenue Services that the EMMC must manage the installation of the cables the cable job card will be generated by EMMC and given to the Planning Services	Same as meter allocation 1 day
Installation of cable as per job card by Planning Services Division CoE (Dependent on the completion and readiness of the applicant)	5 Working days
After the two days allowed for the preparing of the job card in the preceding processes, installation of prepayment meter and meter related material and removing of the conventional meters as per job card by MIC (Dependent on the completion and readiness of the applicant and also for cables installed) all detail to be added on the job card and digital proof to be attached as per detailed in MIC contract.	Maximum of 10 working days (New connections gets preference over retrofits)
Reporting back to CoE if applicant is not ready and what will be the expected installation date. (Info to be obtained by MIC)	2 days after job card was collected from EMMC offices.
Inspection of meter installation to be in the on position and connections	2 working days after

and capturing quality assessment details to the job card	actual installation date by MIC.
If QA failed inform MIC to rectify and provide corrective measures taken.	1 working day after QA
MIC to rectify defects	1 Working day after being informed of the installation defects
Re- Inspection of connections and capturing of job card	1 Working day after installation defects has been rectified.
After installation has been inspected and QA'd, capture all proof of installation detail, readings, seals , digital proof as per MIC contract etc. on electronic CoE BPM system instruction.	1 working day.
Report on all retrofitting of conventional meters to prepayment meter installations with failure and pass rates	Monthly on the 4 TH Working day of each Month

REPAIR OR REPLACEMENT OF A PREPAYMENT METER WITH A PREPAYMENT METER

Activity	Timeframe
Once possible repair or replacement of a prepayment meter has been captured by CoE and after application has been forwarded via electronic CoE BPM system to EMMC ,, EMMC to Identify relevant prepayment meter at EMMC stores and allocate prepayment meter, meter seals, meter installation material if applicable and engineering and vending tokens to application job . All engineering and vending tokens to be on CoE job card. The same time frame will be applicable to CoE internal staff performing this function and the meters should be delivered to the EMMC offices. If performed internally and once delivered then the EMMC will be given another day for the EMMC stores to inform the EMMC admin staff of the application on hand.	1 day
Once meter and meter seals have been allocated to job card the EMMC is required to group all job cards per area and map the applications on GIS and produce maps for the MIC	1 day
Once meter and meter seals have been allocated to job card the MIC needs to be informed by the EMMC of the job card and MIC needs to collect all material and job card.	1 day
After the two days allowed for the preparing of the job card in the preceding processes, installation of new meter and meter related material as per job card by or repairing of the meter installation MIC all detail to	Under normal conditions to meet service standards 3

be added on the job card and digital proof to be attached as per detailed in MIC contract.	days (Maximum of 10 working days as per MIC tender).
Reporting back to CoE if consumer is resisting entrance. (Info to be obtained by MIC)	2 days after job card was collected from EMMC offices.
Inspection of meter installation to be in the on position, tokens loaded for possible transfer of existing units etc. and connections and capturing quality assessment details to the job card	2 working days after actual installation date by MIC.
If QA failed inform MIC to rectify and provide corrective measures taken.	1 working day after QA
MIC to rectify defects	1 Working day after being informed of the installation defects
Re- Inspection of connections and capturing of job card	1 Working day after installation defects has been rectified.
After installation has been inspected and QA'd, capture all proof of installation detail, seals, digital proof as per MIC contract etc. on electronic CoE BPM system instruction.	1 working day.
Report on all repair and replacements to prepayment meter installations with failure and pass rates	Monthly on the 4 TH Working day of each Month

INSTALLATION OF AN APPLICATION GREATER THAN 100A BUT EQUAL TO OR LESS THAN 150A DIRECT DRIVEN AMR CREDIT METER CONNECTIONS, NEW AND UPGRADES AND DOWNGRADES

Activity	Timeframe
Once payment by applicant has been approved by CoE and after application has been forwarded via electronic CoE BPM system to EMMC, EMMC to identify relevant direct driven AMR credit meter at EMMC stores and allocate meter, meter seals and meter installation material if applicable to application job card. The same time frame will be applicable to CoE internal staff performing this function and the meters should be delivered to the EMMC offices. If performed internally and once delivered then the EMMC will be given another day for the EMMC stores to inform the EMMC admin staff of the application on hand.	1 day

Once meter and meter seals have been allocated to job card the EMMC is required to group all job cards per area and map the applications on GIS and produce maps for the MIC	1 day
Once meter and meter seals have been allocated to job card and GIS maps have been generated the MIC needs to be informed by the EMMC of the job card and MIC needs to collect all material and job card.	1 day
If Job card entails cabling and it has been identified by the CoE's Revenue Services division that the EMMC must manage the installation of the cables the cable job card will be generated by EMMC and given to the Planning Services	Same as meter allocation 1 day
Installation of cable as per job card by Planning Services Division CoE (Dependent on the completion and readiness of the applicant)	5 Working days
After the two days allowed for the preparing of the job card in the preceding processes, installation of meter and meter related material inclusive of modem as per job card by MIC and RMSP. (Dependent on the completion and readiness of the applicant and also for cables installed) all detail to be added on the job card and digital proof to be attached as per detailed in MIC contract.	Maximum of 10 working days (New connections gets preference over retrofits)
Reporting back to CoE if applicant is not ready and what will be the expected installation date. (Info to be obtained by MIC)	2 days after job card was collected from EMMC offices.
Inspection of meter installation to be in the off position and connections and capturing quality assessment details to the job card	2 working days after actual installation date by MIC.
If QA failed inform MIC to rectify and provide corrective measures taken.	1 working day after QA
MIC to rectify defects	1 Working day after being informed of the installation defects
Re- Inspection of connections and capturing of job card	1 Working day after installation defects has been rectified.
After installation has been inspected and QA'd ,capture all proof of installation detail, readings, seals , digital proof as per MIC contract etc. on electronic CoE BPM system instruction	1 working day.

Report on all new AMR direct driven meter installations with failure and pass rates	Monthly on the 4 TH Working day of each Month
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INSTALLATION OF AN APPLICATION FOR A CT DRIVEN LOW VOLTAGE (400VOLT) CONNECTION (ABOVE 150A BUT BELOW AND EQUAL TO 300A) OR CT-VT DRIVEN MEDIUM VOLTAGE (≥ 11000 VOLT) CONNECTION ABOVE 300A WITH A DEMAND METER COMMUNICATING VIA MODEM (NEW OR UPGRADE)

Activity	Timeframe
<p>Once payment by applicant has been received and work instruction has been approved by CoE PS, application will be forwarded via electronic CoE BPM system to EMMC. EMMC will capture connection detail, tariff, Account, Billing system (Venus) Number on EMIS which will route to PT&M Section.</p> <p>All demand meters with the meter installation material will be provided by the PT&M Division and be installed as such once the construction work of the plant or connection has been completed by the PSCS division.</p>	1 day
Once all the meter installation work has been finalised by CoE's Energy PT&M section the EMMC will receive via EMIS copies of the commissioning sheets from PT&M. The EMMC will perform a QA on the installation to assess the meter installation against the commissioning sheet.	2 days
From the QA and the data that are on EMIS the EMMC will capture on CoE's BPM system the metering data and upload all QA documentation.	1 day
Once captured and signed off the EMMC is expected to ensure that the meters as per tariff structures are loaded onto the Finance billing database.	1 day
The EMMC must ensure that the RMSP has captured the metering info, account, stand and tariff structures correctly on the RMSP database and is displayed correctly as per billing system (currently Venus). EMMC must manage the RMSP in this respect until all data is correct	1 day and if not correct every 5 days thereafter
Perform a routine monitoring on the metering installation to determine if the site has taken load and that all the metering information, account and stand information have been loaded correctly on the RMSP data site and readings are uploaded to the billing system (currently Venus).	Initially 4 days, then every 14 days.
Report on all CT- CT/VT Driven demand meter installations with failure	Monthly on the 4 TH

and pass rates	Working day of each Month
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ELECTRICAL METER TESTING (PREPAYMENT/MANUAL READ CREDIT METER/DIRECT DRIVEN AMR CREDIT METER/ CT-CT-VT DRIVEN AMR CREDIT METER)

Activity	Timeframe
Once payment by applicant has been approved by CoE and after application has been forwarded via electronic CoE BPM system to EMMC , EMMC to identify relevant direct driven AMR credit meter or CT, CT-VT driven AMR driven meter or prepayment meter at EMMC stores and allocate meter, meter seals and meter installation material if applicable to application job card-	1 day
Once a meter and meter seals have been allocated to job card the EMMC is required to group all job cards per area and map the applications on GIS and produce maps for the MIC	1 day
Once a meter and meter seals have been allocated to job card the MIC needs to be informed by EMMC of the job card and MIC needs to collect all material and job card	1 day
After the two days allowed for the preparing of the job card in the preceding processes, installation of new meter and meter related material as per job card by MIC, all detail be added on the job card and digital proof to attached as per detailed in MIC contract.	Under normal conditions to meet service standards 3 days (Maximum of 10 working days as per MIC tender).
Inspection of meter installation to be in the on position and connections, capturing quality assessment details to the job card	2 working days after actual installation date by MIC.
If QA failed inform MIC to rectify and provide corrective measures taken.	1 working day after QA
MIC to rectify defects	1 Working day after being informed of the installation defects
Re- Inspection of connections and capturing of job card	1 Working day after installation defects has been rectified.
After installation has been inspected and QA'd, capture all proof of installation detail, readings, seals, digital proof as per MIC contract etc. of the replaced meter on electronic CoE BPM system instruction.	1 working day.

Once the meter to be tested has been received back from the MIC the EMMC to forward the meter to be tested to an accredit SANAS laboratory for calibration tests.	2 working days
Obtain the calibration results from the accredited SANAS laboratory.	5 Working day
Report back to CoE on the results and advise accordingly	1 working day
Report on all meters tested with failure and pass rates.	Monthly on the 4TH Working day of each Month

BP421 ERROR CODES

Activity	Timeframe
After the BP421 report has been generated and split into EMMC/CoE responsibilities, Inspections to be conducted and finalised and report to be provided to CoE Energy with the findings and recommendations.	10 Working days.
EMMC to schedule a meeting to discuss the BP421 inspection report and work to be done to rectify the finding such as tamper reinstatement and the repair and replacement of meters with Depot Revenue Services Manager	1 Working day after report served
Work to be performed to clear the error codes	As per task timeframe upon project agreement
Follow up to determine if work identified has been cleared	One working month i.e. 21 working days

90 DAY NO/LOW PURCHASE/CONSUMPTION REPORT ON PREPAYMENT/CREDIT METERS

Activity	Timeframe
Producing the final inspection report after all exception exclusions have been identified and remove for inspection.	7 Working days.
Inspect and clear all duplicate connection of billing identified per depot.	To be completed within 7 Working days after final report generated (for all depots).
Inspect connections on final report for possible tampering per depot and disconnect if found tampered.	To be completed within 14 Working days after final report generated

	(for all depots).
1 st – 3 rd contravention. Reinstatement Work to be performed (repair or replacement or new or retrofit) to clear the error codes (after reinstatement payment was made).	As per task timeframe as per task time frame related to finding
4 th contravention - removal of service connection	If possible upon detection. Alternative 1 working day after finding.
Follow up to determine if work identified has been cleared	One working month i.e. 21 working days since report served.

AUDITING OF CONNECTIONS (SECURITY TOWNSHIPS, COMPLEXES AND NON-SECURITY TOWNSHIPS)

Activity	Timeframe
Field services auditing to be performed after instruction has been issued via CoE BPM system	1 day/400 Erven.
Office administration on Field Services auditing	2 Working days/40 Erven after Field auditing completed.
Providing of an account correction report if meter discrepancies were found	1 working day / SPU meter 4 Working days / LPU meter

AUDITING OF *INDIVIDUAL OR CT, CT-VT DRIVEN CONNECTIONS*

Activity	Timeframe
Field services auditing to be performed after instruction has been issued via CoE BPM system	1 Working day
Office administration on Field Services auditing	1 Working day after Field auditing completed.
Providing of an account correction report if meter discrepancies were found	1 working day / SPU meter 14 Working days / LPU meter

REPLACE AND OR REINSTATEMENT OF METER INSTALLATIONS DUE TO TAMPERING OR BY-PASSING OF THE METER INSTALLATION.

Activity	Timeframe
Conduct onsite inspections from the time the reports are generated.	1 working day after final report is generated
Act on possible tampering and issue disconnection notice in terms of schedule of tariffs if meter is found to be tampered with or reinstate meter if no tamper was found and report the action taken to EMMC administration	1 working (same day)
EMMC administration report on all disconnected connections due to tampering to Energy with all evidence collected and proof of disconnection notice.	1 working day after the disconnection notice was issued and connection disconnected
After payment has been received from the consumer for the miscellaneous charges for tampering, the same actions and timeframes of repair and replacement of meter installation will apply.	Job card to be issued for repair and replacement of meter installation 1 Working day after payment
Backbilling of accounts for small meters or SPUs	1 working day after the disconnection notice was issued and connection disconnected

MANAGEMENT OF UPLOAD OF READINGS OF DEMAND METERS AND RMSP PROCESSES AT DATABASE LEVEL.

Activity	Timeframe
Successful uploading of accurate meter reading data	6 Workings days for accurate meter reading data. 1 Working day additional allowed for correcting incorrect data

REPAIR OR REPLACEMENT OF AMR METER.

Activity	Timeframe
Once possible repair or replacement of an AMR meter has been captured by CoE or EMMC and after application has been forwarded via electronic CoE BPM system to EMMC , a job card is required to be generated on EMIS which will route to PT&M	1 day
Meter to be repaired / replaced by PT&M Section and RMSP after job card has been issued. All data pertaining to new AMR meter to be updated on RMSP database and a copy of commissioning sheet to be sent to EMMC	5 days
EMMC to perform QA on meter installation once commissioning sheet and new metering data was captured by PT&M section and routed to EMMC	1 Day
EMMC to capture the new AMR meter on CoE BPM system to update Finance billing system, also to upload all QA, photos and relevant documentation to the BPM System.	1 day
EMMC to verify correct billing on new AMR meter	During end of month billing cycle

PRE-INSPECTION.

Activity	Timeframe
Once any task for the installation of a meter (new or replacement), has been captured by CoE or EMMC and after application has been forwarded via electronic CoE BPM system to EMMC , EMMC to generate a pre-inspection job card for the MIC (even when EMMC act as an MIC).	1 day
Once detail of job on hand has been generated on job card the EMMC is required to group all pre-inspection job cards per area and map the applications on GIS and produce maps for the MIC.	1 day
Once job card has been generated the MIC needs to be informed by EMMC of the job card and MIC needs to collect all pre-inspection job cards	1 day
After the two days allowed for the preparing of the job card in the preceding processes, MIC to contact customer to make an appointment and perform pre-inspection as per job card to be carried out by MIC. All detail to be added on the job card and digital proof to be attached as per detailed in MIC contract. The EMMC to upload the completed job card and	Maximum of 3 days. The maximum days allowed for MIC tasks do not apply here.

digital proof to CoE's ERP site.	
Reporting back to CoE if consumer is resisting entrance (Info to be obtained by MIC)	2 working days after job card was collected from EMMC offices.
After completed pre-inspection job cards and digital proof have been received from MIC and verified by EMMC, EMMC to capture and load all proof of installation detail on the original application for meter installation and issue job card for installation on the CoE's ERP Site.	2 working days.
EMMC to report on all pre-inspections performed by MIC with failure and pass rates	Monthly on the 4 TH Working day of each Month

MANAGEMENT OF FCCRC

Activity	Timeframe
Once any task for the removal or reinstatement of a cable has been captured by CoE or EMMC and after application has been forwarded via electronic CoE BPM system to EMMC, EMMC to generate a pre-inspection job card for the FCCRC (even when EMMC act as an FCCRC).	1 day
Once job card has been generated the FCCRC needs to be informed by EMMC of the job card and FCCRC needs to collect all job cards	1 day
After the two days allowed for the preparing of the job card in the preceding processes, FCCRC to either remove or reinstate the cable	Maximum of 3 days.
After completed job cards and digital proof have been received from FCCRC and verified by EMMC, EMMC to capture and load all proof of installation detail CoE's BPM system.	2 working days.
EMMC to report on all pre-inspections performed by MIC with failure and pass rates	Monthly on the 4 TH Working day of each Month

Meter Reading Management

Activity	Timeframe
Manage BG505 electronic reading request files according to Billing Schedule and provide MRC's with instructions per cycle	Daily
Manage BG510 electronic reading files according to Billing Schedule and submit to CCC's for upload and processing	Daily

Generate 50% random selected sample per cycle of meter reading records for desktop inspections	Daily upon receipt of the BG510 from MRC's
Manage BP421 electronic reading exception files according to Billing Schedule and submit to MRC's	Daily
Generate 40% randomly selected sample per cycle of meter reading records for QA field inspections	Daily upon receipt of the BP421 from CCC's
Undertake and complete audit sampling of BP421 and other QA inspections	3 Working days
Evaluate audited readings and compare with MRC submitted readings	5 working days per Cycle
Provide MRC's with Audit sampling findings	Monthly prior to processing of invoices
Generate performance report per Cycle & submit to MRC and CCC's	One day after receipt of the BP421 from CCC
Respond to CCC queries on process and program	Daily
Refer relevant Error Codes to WMMC and COEC	One day after receipt of the BP421 from CCC
Manage MRC's availability of Seconed staff to CCC's	Daily

Credit Control Management:

Activity	Timeframe
Manage BL305 electronic files according to Billing Schedule and provide Credit Control Contractors with files	Daily
Management of Reconnection instructions	Daily
Distribute performance reports and investigate records not completed with DC's	Daily
Generate 60% selected sample of credit control actions per cycle for QA field inspections	Daily
Complete audit sampling of Credit Control actions	3 Working Days
Respond to CCC queries on process and program	Daily

Provide DC's with Audit sampling findings	Monthly prior to processing of invoices
Generate reports per Cycle & submit to CCC's	Daily
Respond to CCC request for confirmation report for individual property	Within 30 minutes on request

After three (3) written warning notices for non-compliance with the prescribed due dates, the Consultant may be deemed to be in breach of Contract, and the appointment may be terminated.

PS 7 QUALITY ASSESSMENT, INSPECTION AND AUDITING

PS 7.1 (SMALL ELECTRICAL METER REPAIRS AND INSTALLATIONS)

The **EMMC** shall verify that the MIC complies with his contract, by inspecting 50% of all repairs and 50% of installations completed by the MIC. The **EMMC** shall supply the CoE with a list of meters inspected per week. Should any quality related problems be experienced with the MIC's installations, the **EMMC** shall take appropriate action in terms of the MIC's contract. Special care in terms of prepayment meters shall be exercised to ensure that the meter's CIU is connected, communicating, the engineering tokens are uploaded and the preloaded vended tokens are punched in.

PS 7.2 BULK METER REPAIRS AND INSTALLATIONS

The **EMMC** shall verify that the RMSP complies with their contract, by inspecting 100% of all repairs or installations completed by the RMSP. Inspections are to be done by competent and qualified personnel (refer to PS 4). The **EMMC** shall supply the CoE with a list of meters inspected per week. Should any quality related problems be experienced with the RMSP's installations, the **EMMC** shall take appropriate action in terms of the RMSP's contract.

PS 7.3 FOURTH CONTRAVENTION CABLE REMOVAL CONTRACTOR

The **EMMC** shall verify that the FCCRC complies with their contract, by inspecting 100% of all removal and reinstatement of cable completed by the FCCRC. Inspections are to be done by competent and qualified personnel (refer to PS 4). The **EMMC** shall supply the CoE with a list of cable removals and reinstatements inspected per week. Should any quality related problems be experienced with the FCCRC's installations, the **EMMC** shall take appropriate action in terms of the FCCRC's contract.

The **EMMC** shall, as part of the Monthly Report, report to the CoE on the inspections one, and provide a detailed list of the installations inspected on PS 7.1, 7.2 and 7.3. The CoE will then conduct an audit on the **EMMC** using the same list. Should any discrepancies be found, the CoE will impose penalties to the **EMMC** according to PS 8.3.

PS 7.4 METER READING

The EMMC shall verify that the MRC complies with the contract through physical on-site verification of sampled records selected from data submitted by the MRC's. Samples may be drawn from:

- BP421 exception report
- Accepted readings from BG510 that do not appear in the BP421 report
- A combination of the above

The minimum total physical inspections required to be performed monthly will be based on 40% of the BP421 record count.

PS 7.5 CREDIT CONTROL (DISCONNECTIONS & RECONNECTIONS)

All actions in credit control process to be captured through electronic and digital uploads with date stamp, GPS co-ordinates and type of action. The FMMC shall verify that the DC complies with the contract conditions by auditing and verifying electronically the validity of 100% of instructions. The system is to be configured to extract all deviations, late and invalid executions with reconciliation to source instructions issued. The outcome of audit is to be made available to DC within 24 hours after execution of instruction. Should any quality related problems be experienced with the DC credit control actions, the FMMC shall apply appropriate penalties as prescribed in DC contract.

The FMMC shall, as part of the Monthly Report, report to the CITY on the audits done, and provide a detailed list of deviations identified.

PART E

PS 8 MEASUREMENT AND PAYMENT

PS 8.1 GENERAL

Except where stated otherwise, the Consultant must include in the rates for each activity, all costs that might be necessary to execute the activity. Amongst others, rates shall include for:

- All personnel related costs,
- All costs related to uniforms, ID cards etc.
- All field equipment,
- Transport,
- Training,
- Supervision,
- Printing of inspection sheets, reports, all other paperwork required,
- Data capturing
- Ad-hoc reports, tasks
- Closing off and concluding data at end of contract.

PS 8.2 MONTHLY PAYMENTS

With the monthly report, the **EMMC** shall deliver to the CoE a payment certificate, which certifies the amount which the **EMMC** considers to be due to them, taking into consideration any penalties which may be applicable. Penalties are subject to the CoE auditing the **EMMC** and will therefore only be incorporated into future payment certificates.

A VAT invoice shall be supplied with each monthly statement. Payment will be made by the CoE to the Consultant within 30 days of receipt of an approved certificate from the Consultant.

PS 8.3 PENALTIES

Penalties will be applicable to the **EMMC** contract. Penalties will be applicable on errors found on the auditing done by the **EMMC**, on the Meter Installation Contractors (below 150Amps and Bulk meter installations). Penalties will be calculated as follows. Prior to the imposition of a penalty/penalties the **EMMC** will be provided an opportunity to provide reasons or evidence to the Engineer as to why the imposition of the penalty/penalties could be deemed unreasonable. The Engineer will take the reasons and evidence into account when deciding whether or not the penalty/penalties should be imposed and the decision of the Engineer shall be final. The combined total of all penalties applicable in a given month will be capped at 5% of the total claim submitted for the same month.

PS 8.3.1 Meter Repair/Replace and new meter installations penalties

The quality of workmanship of the MIC, FCCRC and RMSP managed by the **EMMC** will be audited by the Energy Department. In order to ensure that the workmanship is acceptable, the CoE **Energy Department will** audit the contractor workmanship and the management thereof.

The audit undertaken by the City will be based on the works carried out for one particular month at a time of the work inspected by **EMMC** per Area.

A minimum random sample equal to 10% for small meter and 50% for Bulk Meter Installation, Repair and Maintenance will be used.

The meter audit will include:

- Process timeframes
- Quality of workmanship
- Compliance to Standard Specification
- Correct meter installation as per allocation
- Field information
- Job Card
- Upload Information(Billing system (currently Venus)/Workflow, EMIS)
- Material used
- Meters installed at the correct properties.
- Duplication on the prepayment meter vending database.

Penalties as stipulated below will be enforced on the **EMMC** for any incorrect work.

Should the number of repair/installation work not complying with CoE's approval, exceed 20% of the jobs inspected, the CoE will conduct an inspection of 100% of the work at the charge of R 250-00 per job which will be for the **EMMC** account.

Should errors be found on any of the direct driven below 150Amp, prepayment meters and AMR Electricity meter installations and repairs, penalties will be calculated as follows:

Error	Penalty
Any meter maintenance/installation in sample fail audit in terms of quality and/or timeframes and/or uploaded information and/or jobcard and/or contract administration requirements.	R100 per instruction (i.e. should the quality and a timeframe not be adhered to a penalty of R100 may be levied). The EMMC will be required to correct at own cost.

Should any errors be found on any of the direct driven below 150Amp, prepayment meters and AMR CT and CT-VT Electricity meter installations and replacements which affected CoE Revenue, a further penalty will be applied and calculated as follows:

Error	Penalty
Any small meter in sample incorrectly installed and/or uploaded and caused possible revenue loss	R250.00 per incorrect installation
Any AMR large meter (bulk) in sample incorrectly installed and/or uploaded and caused possible revenue lost (additional to above)	R500.00 per incorrect installation

Samples will be taken from the monthly lists supplied to the CoE, and penalties will be applied per list.

Should an incorrect installation/replacement/upload be found at a later stage, even if it was inspected by CoE previously, penalties will be levied on the **EMMC** as stipulated above.

If it is found that more than 10% of the sample, in both the case of small meters and of bulk/industrial meters, do not comply with the Meter Engineer's audit, the **EMMC** will also be issued a written warning for non-compliance.

After three (3) written warning notices for non-compliance with the above, the Consultant may be deemed to be in breach of Contract, and the appointment may be terminated.

PS 8.3.2 Penalties applied to EMMC for Contract Administrative errors

Should the **EMMC** be found to have incorrectly certified payments for any of the contractors under his/her control, a penalty to the value of R10 000 per payment certificate will be levied on the **EMMC**.

Should the monthly report (including the certified payments of contractors) be submitted late, a penalty of R1000.00 per week overdue or part thereof will be imposed.

Should any of the actions under PS 6. be submitted late, a penalty of R250 will be imposed.

Should the **EMMC** be found to have incorrectly issued instructions to the MIC, a penalty equal to R100 per incorrect instruction.

Should the **EMMC** be found to have issued duplicate instructions to any of the contractors (or CoE), a penalty of R100.00, will be imposed per instruction.

All Work instructions the **EMMC** will manage is done on CoE's BPM Systems. The **EMMC** shall be given access and rights to manage the BPM system processes. Should the **EMMC** be found to misuse these rights and work instructions are halted and result in customers being affected negatively, a penalty of R500.00, will be imposed per incident.

After three (3) written warning notices for non-compliance with the above, the Consultant may be deemed to be in breach of Contract, and the appointment may be terminated.

PS 8.3.3 Penalties for Insufficient Staff

Should the **EMMC** be found to have insufficient staff as prescribed in this document and/or staff is on leave without prior authorisation of CoE as prescribed in this document the penalty levied will be 50% per working day, calculated on an 8 hour working day, of the respective rate quoted under Personnel and Professional Services.

After three (3) written warning notices for non-compliance with the above, the Consultant may be deemed to be in breach of Contract, and the appointment may be terminated.

PS 8.3.4 Penalties for Lost Keys

Any key that got lost must be replaced with a new key. Should any key be lost will the cost be R350.00 per electronic key plus the cost to program the key. Conventional key cost is R150.00

PS 8.3.5 Penalties for non-maintenance of data uploaded to CoE' ERP site

The **EMMC** will be penalised monthly if the data to be uploaded is not maintained as described in PS. 4.1. If this occurs no payment shall be made for this item. In addition a penalty for the non-maintenance shall be 25% of the **EMMC** rate as per PS 8.5.2.3 for the maintenance of the data to be uploaded to the CoE's ERP site.

PS 8.3.6 Penalties for non-adherence to the FIFO principle with regards to material management.

Non-compliance by the **EMMC** in adhering to the FIFO principle with regards to material management will result in a penalty being applied. An annual audit will be conducted on material in stock and where it is found that stock exists that has not been utilised prior to stock

acquired at a later date a penalty equal to the purchase value of the item will be applied per item identified.

PS 8.3.7 Penalties for not reducing the low/no purchase/consumption (will not be levied if the CoE Project Manager restricts work as a result of budget constraints)

- All possible tampered meters identified from the no/low purchase/consumption reports with a low/last purchase/consumption date that is more than two years old and not having been cleared within 12 months from the date of appointment will result in a penalty of R10 000.00
- All possible tampered meters identified from the no/low purchase/consumption reports with a low/last purchase/consumption date that is more than 9 months up to two years old and not having been cleared within 24 months from the date of appointment will result in a penalty of R10 000.00
- All possible tampered meters identified from the no/low purchase/consumption reports with a low/last purchase/consumption date that is more than 6 months up to 9 months old and not having been cleared within 30 months from the date of appointment will result in a penalty of R10 000.00

PS 8.4 CONSUMER PRICE INDEX

PERIOD ONE (01)

- **BID PRICE(S) MUST BE FIXED FOR THE FIRST 12 MONTHS AFTER THE BASE MONTH WITH BASE MONTH BEING ONE MONTH PRIOR TO CLOSING OF BID**

PERIOD TWO (02)

- **BID PRICE(S) IS/ARE SUBJECT TO ESCALATION OF CPI FOR THE FOLLOWING 12 MONTHS WITH THE BASE MONTH BEING THE 12th MONTH OF PERIOD ONE (01)**

PERIOD THREE (03)

- **BID PRICE(S) IS/ARE SUBJECT TO ESCALATION OF CPI FOR THE REMAINING PERIOD WITH THE BASE MONTH BEING THE 12th MONTH OF PERIOD TWO (02)**

PS 8.5 SCHEDULED ITEMS

It should be noted that the quantities indicated in the Bill of Quantities are Estimate Quantities, but not an indication to the Consultant as to the extent of the work to be expected. Following are brief descriptions of each of the scheduled items:

PS 8.5.1 Preliminary and General: Fixed Charge Obligations

PS 8.5.1.1 Establishment of a furnished project office including the meter store. Unit : Sum

The **EMMC** is to provide or establish a project office within the boundaries of the tendered area in CoE as centrally as possible. The rate shall include all once-off costs associated with the establishment of the project-office, including furniture and office equipment. The rate shall also cover the cost of an establishment and maintenance of a store facility as described in PS 3.1 and subsections. Payment for this item will only be authorised and approved and paid upon submission of a claim with supporting documentation.

PS 8.5.1.2 Provision of training to own staff Unit : Sum

The rate shall cover all training related costs necessary for the **EMMC**'s staff to execute their duties as required in terms of this appointment. The rates shall exclude the initial training in the methodology and procedures of the CoE which officials of the CoE will do at no cost to the Consultant. Payment for this item will only be authorised and approved and paid upon submission of a claim with supporting documentation.

PS 8.5.1.3 Provision of link to CoE Network Unit : PC Sum

The PC Sum shall be sufficient to cover the **EMMC**'s expenses to provide a link to the CoE's communication network. The rate excludes the costs of the CoE system which will be provided to the **EMMC** (for use under this appointment only) free of charge. Payment for this item will only be authorised and approved and paid upon submission of a claim with supporting documentation.

PS 8.5.1.4 Provision of training to contractors Unit: PC Sum

The PC Sum shall be sufficient to cover the **EMMC**'s expenses to provide training to the contractor's staff, which may include IT training, Standard operating procedures, operations, Management systems, Contractors electrical induction program/training, meter installation, meter operation, various meter type functionality, etc. Training must also be provided to the new **EMMC** at the end of the current contract. Payment for this item will only be authorised and approved and paid upon submission of a claim with supporting documentation.

PS 8.5.2 Preliminary and General: Time related Obligations

PS 8.5.2.1 Other Time Related Obligations Unit:
Month

In conjunction and additional with the provisions of SANS 1200 the **EMMC** must maintain professional indemnity insurance, to the value of the amount as stated in the bid data, for the duration of the contract.

The **EMMC** is to provide and maintain, for the duration of the contract, sufficient insurance to cover the contents of the store, as well as adequate security measures.

The sum shall also include the maintaining of all equipment (including IT related equipment), plant, link with CoE, own and other required electronic systems for the duration of the contract.

The rate shall also cover the **EMMC**'s expenses to operate the office and material store (as per PS 3.1) except for items included in other rates under this section. The rate shall include for support staff (e.g. IT specialists etc.).

The rate shall also cover the **EMMC**'s expenses to provide assistance, training and know how's to the new **EMMC** in the last month at the end of the contract to the new appointed **EMMC**.

PS 8.5.2.2 Initiation Time Related Obligation

Unit:

Month

The sum provided shall include all costs for one month prior to the actual starting date for the appointed **EMMC** under this contract to:

- a. Associate with current appointed **EMMC**'s in acquiring of daily operations, inclusive of all outstanding work instructions to be handed over to the newly appointed **EMMC** to complete.
- b. Systematize all required IT related equipment and software to be fully functional on start date.
- c. Acquainted itself in procedures, business processes, standard specifications and management of current contracts regarding **EMMC** requirements.
- d. Ensure that administration and control of all contractors, managed under this appointment, are effectively taken over on the starting date.
- e. Ensure that the City and other data related information to be acceptable and workable for full functionality of required actions.
- f. Liaise with Energy Corporate Office and all applicable Depots of the Energy Department of CoE pertaining to CoE Energy requirements.
- g. Taking over of all stores stock items from existing **EMMC**'s including the securing of the assets and preparation of a new asset register.

Payment for this item will only be authorised and approved and paid upon submission of a claim with supporting documentation.

PS 8.5.2.3 Publishing and Maintenance of data captured on

ERP System

Unit :

Month

The sum provided shall include all costs per month for the maintenance and publishing of data on CoE's ERP system as described in detail in PS 4.1:

- a. Maintaining the data in terms of grouping all meter installations in relevant Depots as per appointed area.
- b. Indexing the work instructions per account number and stand number.

- c. Uploading of all new / maintenance meter installation work instructions according to point b.
- d. Uploading of all new / maintenance meter installation QA's according to point b.
- e. Uploading of all new / maintenance meter installation photos according to point b.
- f. Uploading of monthly reports, meeting minutes, progression reports.
- g. Uploading of all tampered meter installations findings and documentation.
- h. Uploading of all low, no purchase/consumption and BP 421 deviation reports.
- i. All other activities mentioned in PS.4.1

Payment for this item will only be authorised and approved and paid upon submission of a claim with supporting documentation.

PS 8.5.2.4 Company's Project Office and meter store overhead cost

Unit : Month

The rate provided shall include all costs per month for the overhead cost of the company's project office and meter store. Payment for this item will only be authorised and approved and paid upon submission of a claim with supporting documentation.

PS 8.5.2.5 Provision of own electronic meter management system

Unit : Month

The rate shall cover all costs to provide computer software and hardware or any other electronic devices to enable the effective management of issuing of jobs, job cards, and all administration as specified in the Project Specifications. These packages to be made available to CoE at end of contract period. Payment for this item will only be authorised and approved and paid upon submission of a claim with supporting documentation.

PS 8.5.3 Project Management & Contract Administration

PS 8.5.3.1 Contract Administration and Management of Electricity processes:

- a) Electricity Meter Installation Contractors and **EMMC's** inspectors (Small Meters) (New, Repair and replace, Retrofitting and normalising of tampered/by-pass meter installations), inclusive of MIC pre-inspections as per all of PS 5.3.1 and PS 5.3.2.1 and parts of PS 5.3.2.4. Unit: Month
- b) Electricity Meter Installation Contractors and **EMMC's** inspectors (Bulk Meters) (New, Repair and replace as per PS 5.3.2 and normalising of tampered/by-pass meter installations as per PS 5.3.13, Meter reading data integrity from RMSP as per PS 5.3.14. Unit: Month
- c) Fourth Contravention Cable Removal Contractor as per PS 5.3.16. EMMC's expenses in terms of Contract Supervision and Administration, which shall include the management of the contractor's performance and quality of work, adherence to timeframes, certifying of payments, applying of penalties, chairing and recording of progress meetings etc. It shall further include any action the EMMC might take against the contractor for non-performance. Unit: Month
- d) Electricity Meter Reading contractor as per PS 5.3.17. EMMC's expenses in terms of Contract Supervision and Administration, which shall include the management of the contractor's performance and quality of work, adherence to timeframes, certifying of payments, applying of penalties, chairing and recording of progress meetings etc. It shall further include any action the EMMC might take against the contractor for non-performance. Unit: Month
- e) Electricity Meter Disconnection contractor as per PS 5.3.18. EMMC's expenses in terms of Contract Supervision and Administration, which shall include the management of the contractor's performance and quality of Unit: Month

work, adherence to timeframes, certifying of payments, applying of penalties, chairing and recording of progress meetings etc. It shall further include any action the EMMC might take against the contractor for non-performance.

- f) Monthly management of Bill corrections / back billing as detailed in 5.3.2.4, 5.3.8, 5.3.10, 5.3.13, PS 5.3.12.1, PS 5.3.12.2 and PS 5.3.12.3 and other parts in the document that refers to Bill Corrections/ back billing.

Unit:Month

PS 8.5.3.2 Compilation of monthly progress report

Unit: Month

The rate shall be a fixed amount for the compilation of a monthly progress report, covering all aspects of the EMMC's appointment inclusive of reports detailed. The rate shall be all inclusive and shall cover all costs for the compilation of the report, including producing **four (4)** documents in hard-copy format.

PS 8.5.3.3 Meter and meter related materials management, collecting from and delivering to CoE Stores

Unit : Month

Provision of a rate for the collecting of Meters/materials from CoE stores and the Delivering of meters to CoE that should be scrapped, returned for Warranty purposes etc. as detailed in PS 3.1

PS 8.5.3.4 Meter Management System handheld Device Charge

Data Unit : Month

Provision of a rate for data charges incurred by handheld devices used with the meter management system (Note: Amount may vary per month based on actual data usage but for bid purposes 40 handheld units with a data usage of 5GB should be used to complete the pricing schedule, i.e. 200GB data).

PS 8.5.4 Penalties will be applied to the EMMC as listed in this document – the EMMC should list the below Penalties as a deduction on the month's invoice, the month after the penalties were highlighted to the EMMC by CoE.

PS 8.5.4.1 Penalties for lost keys:

- a) Electronic Key
- b) Conventional Key

PS 8.5.4.2 Domestic Meter (Energy) Installation Penalties (150Amps and Below):

- a) Incorrectly installed (no revenue lost)
- b) Any meter in sample incorrectly installed (revenue lost)

The penalty above refers to meters which were found to be incorrectly installed under the supervision of the EMMC. Penalties for (a) will be based on and applied to the monthly list supplied. Penalties for (b) will be applied per incorrectly installed meter.

PS 8.5.4.3 Bulk Meter (Energy) Installation Penalties (AMR Demand meter installations):

- a) Incorrectly installed (no revenue lost)
- b) Any meter in sample incorrectly installed (revenue lost)

The penalty above refers to meters which were found to be incorrectly installed under the supervision of the **EMMC**. Penalties for (a) will be based on and applied to the monthly list supplied. Penalties for (b) will be applied per incorrectly installed meter.

PS 8.5.4.4 Penalties for Contract Administrative Errors:

PS 8.5.4.5 Any AMR meter reading data verified by EMMC for uploading and it is found to be incorrect.

PS 8.5.4.6 Penalties for not completing Low/No Purchase/Consumption incident as described

PS 8.5.5 Management of Energy-Related Processes

PS 8.5.5.1 Management of the installation of new direct driven AMR credit meter electrical connections (or smart meter in credit meter mode when implemented) installation 100A or less (new service connection)

Unit : No

The rate to include the activities of the **EMMC** as per PS 5.3.1 generic activities and PS 5.3.1.1 and ERS 1.1, i.e. receiving the instruction via CoE BPM system, issuing a pre-inspection instruction to MIC and an installation instruction to the MIC, inspection of 50% of installations, capturing of meter info on CoE BPM system. The 50% inspections of installations may be claimed separately as Audit inspections.

PS 8.5.5.2 Management of new prepayment meter electrical connections (or smart meter in prepayment meter mode when implemented) installation 100Amp or less (new service connection)

Unit : No

The rate to include the activities of the **EMMC** as per PS 5.3.1 generic activities and PS 5.3.1.2 and ERS 1.2, i.e. receiving the instruction via CoE BPM system, issuing a pre-inspection instruction to MIC and an installation instruction to the MIC, inspection of 50% of installations, capturing of meter info on CoE BPM system. The 50% inspections of installations may be claimed separately as Audit inspections.

PS 8.5.5.3 Management of repair or replacement of conventional credit meters with AMR direct driven credit meters (or smart meters in credit meter mode when implemented) 150Amp or less

Unit : No

The rate to include the activities of the **EMMC** as per PS 5.3.1 generic activities and PS 5.3.1.3 and ERS 1.3, i.e. receiving the instruction via CoE BPM system, issuing a pre-inspection instruction to MIC and an installation instruction to the MIC, inspection of 0% of installations, capturing of meter info on CoE BPM system. The 50% inspections of installations may be claimed separately as Audit inspections.

PS 8.5.5.4 Management of Retrofitting of a conventional meter with a prepayment meter (or retrofitting of a conventional meter / prepayment meter with a smart meter when implemented in the same meter operation mode)

Unit : No

The rate to include the activities of the **EMMC** as per PS 5.3.1 generic activities and PS 5.3.1.4 and ERS 1.4, i.e. receiving the instruction via CoE BPM system, issuing a pre-inspection instruction to MIC and an installation instruction to the MIC, inspection of 50% of installations, capturing of meter info on CoE BPM system. The 50% inspections of installations may be claimed separately as Audit inspections.

PS 8.5.5.5 Management of repair or replacement of a prepayment meter with a prepayment meter.

Unit : No

The rate to include the activities of the **EMMC** as per PS 5.3.1 generic activities and PS 5.3.1.5 and ERS 1.5, i.e. receiving the instruction via CoE BPM system, issuing a pre-inspection instruction to MIC and an installation instruction to the MIC, inspection of 50% of installations, capturing of meter info on CoE BPM system. The 50% inspections of installations may be claimed separately as Audit inspections.

PS 8.5.5.6 Management of installation of an application greater than 100A but equal to or less than 150A AMR direct driven credit meter connections, new and upgrades

Unit : No

The rate to include the activities of the **EMMC** as per PS 5.3.1 generic activities and PS 5.3.2.1 and ERS 2.1, i.e. receiving the instruction via CoE BPM system, issuing a pre-inspection instruction to MIC and an installation instruction to the MIC, inspection of 50% of installations, capturing of meter info on CoE BPM system. The 50% inspections of installations may be claimed separately as Audit inspections.

PS 8.5.5.7 Management of electrical installation of an application for a CT driven low voltage (400volt) connection (above 150A but equal to or below 300A with a demand meter communicating via modem (new or upgrade)

Unit : No

The rate to include the activities of the **EMMC** as per PS 5.3.2.2 and ERS 2.2, i.e. receiving the instruction via CoE BPM system, issuing an instruction to the PT&M, inspection of 100% of installations (capturing of meter info on CoE BPM system). The 100% inspections of installations may be claimed separately as Audit inspections.

PS 8.5.5.8 Management of electrical installation of an application for a CT-VT driven medium voltage (≥ 11000 volt) connection (above 300A) with a demand meter communicating via modem (new or upgrade)

Unit : No

The rate to include the activities of the **EMMC** as per PS 5.3.2.3 and ERS 2.3, i.e. receiving the instruction via CoE BPM system, issuing an instruction to the PT&M, inspection of 100% of installations (capturing of meter info on CoE BPM system). The 100% inspections of installations may be claimed separately as Audit inspections.

PS 8.5.5.9 Management of repair and/or replacement of AMR CT or CT-VT Driven meter connections

Unit : No

The rate to include the activities of the **EMMC** as per PS 5.3.2.4 and ERS 2.4, i.e. receiving the instruction via CoE BPM system, issuing an instruction to the PT&M, inspection of 100% of installations (capturing of meter info on CoE BPM system). The 100% inspections of installations may be claimed separately as Audit inspections.

PS 8.5.5.10 Management of CoE Dept. internal connections all sizes.

Unit : No

The management of these connections will be the same as PS 8.5.5.1 to PS 8.5.5.9, therefore the rates will be as per the above PS 5.3 and ERS 1 and 2. The rates to include the activities of the **EMMC** as per PS 5.3.2.4 and ERS 2.4, i.e. receiving the instruction via CoE BPM system, issuing a pre-inspection instruction to MIC and an installation instruction to the MIC, inspection of installations (connection size dependent) – (capturing of meter info on CoE BPM system). The inspections of installations may be claimed separately as Audit inspections.

PS 8.5.5.11 Management of New Electrification Projects' Electrical Connections

Unit : No

The management of these connections will be the same as to PS 8.5.5.2, therefore the rates will be as per the above PS 5.3 and ERS 2. The rates to include the activities of the **EMMC** i.e. receiving the instruction via CoE BPM system, issuing a pre-inspection instruction to MIC and an installation instruction to the MIC, inspection of 50% of installations (capturing of meter info on CoE BPM system). The 50% inspections of installations may be claimed separately as Audit inspections.

PS 8.5.5.12 Management of electricity connection size alteration

Unit : No

The rate to include the activities of the **EMMC** as per ERS 1.3, 1.5, 2.1, 2.2, 2.3, i.e. receiving the instruction via CoE BPM system, issuing an instruction to the MIC, inspection of 50% of installations, capturing of meter info on CoE BPM system. The 50% inspections of installations may be claimed separately as Audit inspections.

PS 8.5.5.13 Management of electricity meter test

Unit : No

The rate to include the activities of the **EMMC** as per PS 5.3.7, i.e. receiving the instruction via CoE BPM system, facilitate the testing process via a SANAS accredited laboratory, assessment of test results and reporting.

PS 8.5.5.14 Management of BP421 Codes for Credit meters a, b, c, f and g.

Unit : No

The rates for a, b and c to include the activities of the **EMMC** as per PS 5.3.8 and Flow diagrams ERS 3.1 and ERS 3.4 pertaining to the auditing of the BP421 error codes and possible tampering on credit meters, i.e. (a) receiving the BP421 report, split error codes between CoE and **EMMC**, provide details of all error codes and the splitting thereof and generate jobcards for **EMMC** error codes (b) inspect, recommend, issuing of a notice to customer where no access is an issue, issuing an instruction to the MIC if meter is faulty/damaged, (f) perform full investigation on tampering details of tampered meter, issue reinstatement notice and disconnect meter, (c) Report on corrective measures, (g) reinstate once reinstatement fee has been paid and flag level of defaulter, perform back-billing procedure.

PS 8.5.5.14 Management of Low/No Consumption for credit meters d, f and g

Unit : No

The rates for d, f, g, h and i to include the activities of the **EMMC** as per PS 5.3.9 and Flow diagrams ERS 3.2 and ERS 3.4 pertaining to the possible tampering on credit meters, i.e. (d) generating credit meter low/no consumption report and create jobcards for inspection, (b) inspect, recommend, issuing of a notice to customer where no access is an issue, issuing an instruction to the MIC if meter is faulty/damaged, (f) perform full investigation on tampering details of tampered meter, issue reinstatement notice and disconnect meter, (g) reinstate once reinstatement fee has been paid and flag level of and perform back-billing procedure.

Management of Low/No Purchase for prepayment meters e, f and g

Unit : No

The rates for e, f, g, h and i to include the activities of the **EMMC** as per PS 5.3.10 and Flow diagrams ERS 3.3 and ERS 3.4 pertaining to the possible tampering on prepayment meters, i.e. (e) generating prepayment meter low/no purchase report, (b) inspect, recommend, issuing of a notice to customer where no access is an issue, issuing an instruction to the MIC if meter is faulty/damaged, (f) perform full investigation on tampering details of tampered meter, issue reinstatement notice and disconnect meter, (g) reinstate once reinstatement fee has been paid and flag level of and perform back-billing procedure.

PS 8.5.5.15 Management of Energy Balance

Unit : No

The rates to include the activities of the **EMMC** as per PS 5.3.11, i.e. provision of Energy balance a) for Metro, b) Per Region, c) per feeder.

a) Auditing of Connections (Security Townships, Complexes and non-security the size of these Townships.

Unit : No

The rate to include the activities of the **EMMC** as per PS 5.3.12.1, i.e. receiving the instruction via CoE BPM system, perform the i) field inspection, ii) office administration and iii) account correction report (if applicable) for (1) Security Townships, Complexes non-security townships and (2) individual connections inside the complex (if applicable) and iii) providing an account correction reporting (if applicable). Rate should be based on an average of 40 units and one bulk connection.

PS 8.5.5.16(b) Auditing of individual Connections.

Unit : No

The rate to include the activities of the **EMMC** as per PS 5.3.12.2, i.e. receiving the instruction via CoE BPM system, perform the i) field inspection, ii) office administration and iii) providing an account correction reporting (if applicable)

PS 8.5.5.16(c) Auditing of CT, CT-VT Meter installations.

Unit : No

The rate to include the activities of the **EMMC** as per PS 5.3.12.3, i.e. receiving the instruction via CoE BPM system, perform the i) field inspection, ii) office administration and iii) account correction report (if applicable)

**Management of remote meter readings to be billed to consumers and the
and accurate upload thereof to the CoE Finance billing system.**

Unit : No

The rate to include only the activities of the **EMMC** as per PS 5.3.14 and ERS 4.1 for the receiving the data file from RMSP, interrogate, provide reports on failed meter readings, and manage the successful upload of the accurate meter readings i.e. Energy consumption and Demand readings. **NB! Although the current billing system requires a demand meter to be defined as two (non-time of use demand meter) or four (time of use demand meter) “virtual” meters for billing purposes this rate may only be claimed once per demand meter, i.e. irrespective of whether the demand reading is composed of two or four components this is to be claimed as a single reading.**

**Ad-hoc services - No access a) site inspections issuing notices, b) disconnect
it acting on notices, c) reconnecting of customers allowing access.**

Unit : No

The rate to include only for the activities of the **EMMC** to act on an ad-hoc basis to a) perform an inspection and issue a no access letter to the customer, b) if the customer refuses access and do not react on the no-access notice to disconnect the customer, c) to reconnect the customer if access has been obtained.

**PS 8.5.5.19 Management of Fourth Contravention Cabling Removal
Contractor (FCCRC) activities.**

Unit : No

The rate to include the activities of the Fourth Contravention Cabling Removal Contractor (FCCRC) as per PS 5.3.16 i.e. receiving the instruction via CoE BPM system, issuing an instruction to the FCCRC for a) removal of cable and b) reinstallation of cable, inspection of 100% of installations, capturing of removal/reinstallation of cable info on CoE BPM system. The 100% inspections of installations may be claimed separately as Audit inspections.

PS 8.5.8 Personnel and Professional Services

IS / Database Technician

Unit : Hour

The rate provided should be for a competent and duly qualified person, to assist with the improvement of the GIS projects and on an as-and-when required basis.

PS 8.5.8.2 Provision of an Accounting Clerk to CoE

Unit : Hour

The rate provided should be for a competent person, with a minimum qualification of a National Higher Certificate: Accountancy or equivalent qualification, with computer literacy (able to work on CoE BPM System, EMIS and/or (Venus) Financial System).

With this item, the CoE intends to acquire the services of a “nominated” subcontractor on an as and when required basis.

PS 8.5.8.3 Provision of an Admin clerk to CoE

Unit : Hour

The rate provided should be for a competent person, with a minimum qualification of a National Higher Certificate: Administration or equivalent qualification, with computer literacy (able to do filling, able to work with customers, able to work on CoE

systems,IMMS).

With this item, the CoE intends to acquire the services of a “nominated” subcontractor on an as and when required basis

PS 8.5.8.4 Provision of Accountant to CoE

Unit : Hour

The rate provided should be for a competent person, with a degree in accounting or equivalent national diploma / NQF7 as well as extensive relevant experience of at least 7 years with municipal financial systems (currently Venus Financial System), Computer literacy, report writing skills and communications skills are further required.

With this item, the CoE intends to acquire the services of a “nominated” subcontractor on an as and when required basis.

PS 8.5.8.5 Professional services: Category A

Unit : Hour

The rate shall be for a person, as defined in Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2003 (Act No.46 of 2000) by the Engineering The City of South Africa under Notice 243, Government Gazette No. 37102 of 4 December 2013:

Category A, in respect of a private consulting practice in engineering, shall mean a top practitioner whose expertise and relevant experience is nationally or internationally recognized and who provides advice at a level of specialization where such advice is recognized as that of an expert on an as and when required basis.

PS 8.5.8.6 Professional services: Category B

Unit : Hour

The rate shall be for a person, as defined in Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2003 (Act No.46 of 2000) by the Engineering The City of South Africa under Notice 243, Government Gazette No. 37102 of 4 December 2013

Category B, in respect of a private consulting practice in engineering, shall mean a partner, a sole proprietor, a director, or a member who, jointly or severally with other partners, co-directors or co-members, bears the risks of the business, takes full responsibility for the liabilities of such practice, where level of expertise and relevant experience is commensurate with the position performs work of a conceptual nature in engineering design and development, provides strategic guidance in planning and executing a project and/or carries responsibility for quality management pertaining to a project on an as and when required basis.

PS 8.5.8.7 Professional services: Category C

Unit : Hour

The rate shall be for a person, as defined in Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2003 (Act No.46 of 2000) by the Engineering The City of South Africa under Notice 243, Government Gazette No. 37102 of 4 December 2013:

Category C, in respect of a private consulting practice in engineering, shall mean all salaried professional staff with adequate expertise and relevant experience performing work of an engineering nature and who carry the direct technical responsibility for one or more specific activities related to a project. A person referred to in Category B may

also fall in this category if such person performs work of an engineering nature at this level on an as and when required basis.

PS 8.5.8.8 Professional services: Category D

Unit : Hour

The rate shall be for a person, as defined in Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2003 (Act No.46 of 2000) by the Engineering The City of South Africa under Notice 243, Government Gazette No. 37102 of 4 December 2013:

Category D, in respect of a private consulting practice in engineering, shall mean all other salaried technical staff with adequate expertise and relevant experience performing work of an engineering nature with direction and control provided by any person contemplated in categories A, B or C on an as and when required basis.

PS 8.5.8.9a Electrician and Vehicle

Unit: Hour

The rate provided should be for a qualified red seal electrician with extensive relevant experience with municipal electrical infrastructure and the rate should include provision for a vehicle and assistant for the electrician.

With this item, the CoE intends to on an as and when required basis utilise the services of a qualified electrician where electrical meter work may be required to be performed that is not covered under specific items included in the scope of work.

Ps 8.5.8.9b Electrician Assistance

Unit :Hour

The rate provided should be for assistance with electricity background experience with Municipal electricity infrastructure.

With this item, the CoE intends to on an as and when required basis utilise the services of electrician assistance where electrical meter work may be required to be performed that is not covered under specific items included in the scope of work.

PS 8.5.9 Printing of Notice and disconnection Books.

*PS 8.5.9.1 Provision for a unit price for printing books the EMMC will be using during the duration of the contract. The unit prices should be for a triplicate page A4 page book **allowing for 100 notices** and based on 900 words per page with a colour City of Ekurhuleni logo. Books will be for No access, Disconnection, Project notification, SANS non-compliance, Tariffs etc.*

PS 9 GENERAL CONDITIONS OF CONTRACT

PS 9.1 GENERAL

The City of Ekurhuleni reserves the right to shift any of the functions mentioned above internal staff as and when the City has enough staff to perform these functions.

The Scope of Work (Annexure I) is to be read together with the following Annexures:

Annexure i: Flowcharts – **EMMC** Management Functions

Annexure ii: Meter Installation Procedure Matrix for **MIC**

Annexure iii: Flowcharts – **MIC** Functions

PUBLIC INDEMNITY INSURANCE.

- Successful Bidders will be required to purchase Public Liability Insurance Cover and indemnify the Council against any third-party loss, damage, or injury claims emanating from the use of the property. The Council reserves the right to request proof of the validity of the insurance policy at any point during the contract period.
- The successful bidder shall, for the duration of this Agreement, be required to maintain in force such sufficient insurance cover for its performance under this Agreement. The level of insurance will be kept under review by the Successful Provider on an annual basis, to ensure its adequacy, provided that any variation to the level of such insurance shall be entirely at the discretion of the Successful bidder.
- Insurance Cover will include relevant applicable insurance policies for risk associated with the scope of work, such as Comprehensive Public Liability (with Product Liability extension) such Insurance will be determined by the City of Ekurhuleni (CoE). The Successful Bidder will present Certificates of Insurance to CoE (Risk Management Department) before the commencement of works, but not later than Fourteen (14) days after having been informed of the acceptance of this bid.

The Service Provider must insure Employees against injury at work and further ensure that the Employees are fully covered as is required by the Compensation for Occupational Injuries and Diseases Act 130 of 1993 (the COIDA). Documentary proof of such cover must be made available to CoE upon request.

NAME OF BIDDING ENTITY

FORM "J"

CITY OF EKURHULENI

CONTRACT NUMBER: A-EE 11-2026

**APPOINTMENT OF ELECTRICAL ENGINEERING FIRMS FOR THE IMPLEMENTATION AND
MANAGEMENT OF ELECTRICITY METER PROCESSES, TECHNICAL AUDITS, REPAIRS/REPLACEMENTS
AND MAINTENANCE OF ELECTRICITY METERS FROM DATE OF AWARD UNTIL 30 JUNE 2029**

VARIATIONS AND OMISSIONS:

The item/s / service/s offered in terms of this contract may be considered as complying with the requirements of the Municipality's specification, in all respects, **except as stated hereunder;**

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AUTHORISED PERSON'S SIGNATURE

DATE

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY

FORM “K”

CITY OF EKURHULENI

CONTRACT NUMBER: A-EE 11-2026

APPOINTMENT OF ELECTRICAL ENGINEERING FIRMS FOR THE IMPLEMENTATION AND MANAGEMENT OF ELECTRICITY METER PROCESSES, TECHNICAL AUDITS, REPAIRS/REPLACEMENTS AND MAINTENANCE OF ELECTRICITY METERS FROM DATE OF AWARD UNTIL 30 JUNE 2029

THE SAME PRICE SCHEDULE WILL BE USED FOR EACH OF THE THREE AREAS INDICATED ON THE SCOPE OF WORK.

ITEM NO.	REF	DESCRIPTION	UNIT OF MEASURE	ESITMATED QUANTITY	UNIT RATE (EXCL VAT)	AMOUNT (QTY x RATE) (EXCL VAT)
1	PS 8.5	<u>SECTION 1 : SCHEDULED ITEMS</u>				
		-				
1.1	PS 8.5.1	<u>PRELIMINARY AND GENERAL: FIXED CHARGE OBLIGATIONS</u>				
1.1.1	PS 8.5.1.1	Establishment of a furnished project office including meter store	Sum	1		
1.1.2	PS 8.5.1.2	Provision of training to own staff	Sum	1		
1.1.3	PS 8.5.1.3	Provision of link to CoE network	PC Sum	1	-	R 55 000.00
1.1.4	PS 8.5.1.4	Provision of training to contractors	PC Sum	1	-	R 165 000.00
1.2	PS 8.5.2	<u>PRELIMINARY AND GENERAL: TIME RELATED OBLIGATIONS</u>				
1.2.1	PS 8.5.2.1	Other time – related obligations (SANS 1200)	Month	36		
1.2.2	PS 8.5.2.2	Initiation Time Related Obligation	Month	1		
1.2.3	PS 8.5.2.4	Company's project office and meter store overhead costs	Month	36		
TOTAL SECTION 1 CARRIED FORWARD TO SUMMARY						

ITEM NO.	REF	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT RATE (EXCL VAT)	AMOUNT (QTY x RATE) (EXCL VAT)
2	PS 8.5.3	<u>SECTION 2: PROJECT MANAGEMENT & CONTRACT ADMINISTRATION</u>				
2.1	PS 8.5.3.1	Contract Administration and Management of Electricity Related Processes:				
2.1.1	PS 8.5.3.1 a)	Electricity Meter Installation Contractors (Small Meters)	Month	36		
2.1.2	PS 8.5.3.1 b)	Electricity Meter Installation Contractors (Bulk Meters)	Month	36		
2.1.3	PS 8.5.3.1 c)	Fourth Contravention Cable Removal Contractor	Month	36		
2.1.4	PS 8.5.3.1 d)	Electricity Meter Reading contractor (Conventional Meters)	Month	36		
2.1.5	PS 8.5.3.1 e)	Electricity Disconnection Contractor (Conventional and Prepaid Meters)	Month	36		
2.1.6	PS 8.5.3.1 f)	Monthly management of Bill corrections / back billing	Month	36		
2.1.7	PS 8.5.3.2	Compilation of monthly Progress Report	Month	36		
2.1.8	PS 8.5.3.3	Meter and meter related materials management, collecting from and delivering to CoE stores	Month	36		
TOTAL SECTION 2 CARRIED FORWARD TO SUMMARY						

ITEM NO.	REF	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT RATE (EXCL VAT)	AMOUNT (QTY x RATE) (EXCL VAT)
3	PS 8.5.5	<u>NOTE: ALL QUANTITIES ARE APPROXIMATE VALUES OVER A THREE YEAR PERIOD SUBJECT TO CHANGE DUE TO GROWTH</u> <u>SECTION 3: MANAGEMENT OF ELECTRICITY METER RELATED PROCESSES:</u>				
3.1	PS 8.5.5.1	New AMR direct driven meter (or smart meter in credit meter mode when implemented) installation 100A or less (new service connection) {flow chart ERS 1.1}	No.	1 000		
3.2	PS 8.5.5.2	New prepayment meter (or smart meter in prepayment meter mode when implemented) 100A or less (new service connection){flow chart ERS 1.2}. [This quantity includes the quantity listed in 3.11]	No.	57 500		

ITEM NO.	REF	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT RATE (EXCL VAT)	AMOUNT (QTY x RATE) (EXCL VAT)
3.3	PS 8.5.5.3	Repair or replacement of conventional credit meters with AMR credit meters (or smart meters in credit meter mode when implemented) 150A or less {flow chart ERS 1.3}	No.	3 000		
3.4	PS 8.5.5.4	Retrofitting of a conventional meter with a prepayment meter (or retrofitting of a conventional meter / prepayment meter with a smart meter when implemented in the same meter operation mode) {flow chart ERS1.4}	No.	25 000		
3.5	PS 8.5.5.5	Repair or replacement of a prepayment meter with a prepayment meter {flow chart ERS1.5}	No.	15 000		
3.6	PS 8.5.5.6	Installation of an application greater than 100Amps but equal to or less than 150Amps AMR direct driven connections, new and upgrades {flow chart ERS 2.1}	No.	1 000		
3.7	PS 8.5.5.7	Installation of an application for a CT driven low voltage (400Volt) connection with a demand meter above 150A but equal to or lower than 300A communicating via modem (new or upgrade) {flow chart ERS 2.2}	No.	1000		
3.8	PS 8.5.5.8	Installation of an application for a CT-VT driven medium voltage (\geq 11000Volt) connection with a demand meter above 300A communicating via modem (new or upgrade) {flow chart ERS 2.3}	No.	1000		
3.9	PS 8.5.5.9	Repair and replacement of a CT or CT-VT AMR meter communicating via modem {flow chart ERS 2.4}	No.	1 000		
3.10	PS 8.5.5.13	Electrical Meter Testing (rate only to be supplied for the case where the EMMC facilitates the testing of the meter - removal of the meter for testing and installation of a replacement meter will be covered by rates for item 3.1.3 and 3.1.5)	No.	1 600		
3.11(a)	PS 8.5.5.14(a)	BP421/Deviation Error Codes (ERS 3.1) (rate to only be supplied for the activities detailed in PS 8.5.5.14 (a) for credit meters)	No.	36		
3.11(b)	PS 8.5.5.14(b)	Inspecting of credit meters on BP 421 report (ERS 3.1) or Inspecting low/no credit meter consumption / prepayment meters purchases (rate to only be supplied for the activities detailed in PS 8.5.5.14 (b) for inspection of credit meters (BP421 and no/low consumption on credit meter) and for inspection of prepayment meters (no/low purchase) as well as the issuing of a notice to the customer where No Access is an issue (ERS 3.4). Where the outcome of an inspection results in a meter replacement rates as per item 3.1.3 and 3.1.5 will apply for the meter replacement)	No.	75 000		
3.11(c)	PS 8.5.5.14(c)	Provide a detailed report on BP421 deviation report inspection / no-low consumption on credit meter report inspection / no-low purchase on prepayment meter report inspection. Rate for the conclusion of the inspected data with detailed reports provided to depots (ERS 3.1) (rate to only be supplied for the relevant activities detailed on generating reports in PS 8.5.5.14 (c) and capture the findings and flag level of defaulter.	No.	108 (36 x 3 reports)		

ITEM NO.	REF	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT RATE (EXCL VAT)	AMOUNT (QTY x RATE) (EXCL VAT)
3.11(d)	PS 8.5.5.14(d)	Generating of no and low consumption credit meter exception reports and final report for inspection. Rate to include the interrogation of data with detailed reports provided to depots (ERS 3.2 and ERS 3.4) (rate to only be supplied for the relevant activities detailed on generating reports in PS 8.5.5.14 (d) and create job cards for inspection by EMMC	No.	36		
3.11(e)	PS 8.5.5.14(e)	Generating of no and low purchase prepayment meter exception reports and final report for inspection. Rate to include the interrogation of data with detailed reports provided to depots (ERS 3.3 and ERS 3.4) (rate to only be supplied for the relevant activities detailed on generating reports in PS 8.5.5.14 (e) and create job cards for inspection by EMMC.	No.	36		
3.11(f)	PS 8.5.5.14(f)	Where tampering is found during inspection, perform full investigation on tampering details of tampered meter, issuing of reinstatement notices and disconnection of meter. (ERS 3.4) (rate to only be supplied for the relevant activities detailed in PS 8.5.5.14 (f)	No.	40 000		
3.11(g)	PS 8.5.5.14(g)	Reinstate/reconnection/replacing of tampered meters (prepayment or credit) after notification of payment of the reinstatement fee having been made (ERS 3.4) and flag level of defaulter and perform back billing (rate to only be supplied for the relevant activities detailed in PS 8.5.5.14(g))	No.	40 000		
3.15 (a)	PS 8.5.5.15(a)	Management of Energy Balance (Metro) rate to be provided as per PS 8.5.5.15(a)	No.	36		
3.15 (b)	PS 8.5.5.15(b)	Management of Energy Balance (Region) rate to be provided as per PS 8.5.5.15(b)	No.	36		
3.15 (c)	PS 8.5.5.15(c)	Management of Energy Balance (Feeder) rate to be provided as per PS 8.5.5.15(c)	No.	36		
3.16 (a)	PS 8.5.5.16(a)	Auditing of Connections (Complete Security Townships, Complexes and non-security Townships inspection) rate to be provided as per PS 8.5.5.16(a)	No.	100		
3.16 (b)	PS 8.5.5.16(b)	Auditing of individual Connections (Complete inspection) rate to be provided as per PS 8.5.5.16(b)	No.	30 000		
3.16 (c)	PS 8.5.5.16(c)	Auditing of CT, CT-VT Meter Installations (Complete inspection) rate to be provided as per PS 8.5.5.16(c)	No.	4 500		
3.17	PS 8.5.5.17	Management of Remote Meter Readings to be billed to consumers and the successful and accurate upload thereof to the CoE Finance billing system (ERS 4.1)	No.	160 000		
3.18(a)	PS 8.5.5.18(a)	Rate to be provided for ad-hoc site inspections where no access is a problem as well as providing the customer with any relevant notices and carrying out follow up action where necessary (rate to only be supplied for the relevant activities detailed in PS 8.5.5.17(a))	No.	12 000		

ITEM NO.	REF	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT RATE (EXCL VAT)	AMOUNT (QTY x RATE) (EXCL VAT)
3.18(b)	PS 8.5.5.18(b)	Rate to be provided for disconnecting a customer who still refuses access after having received a notice(rate to only be supplied for the relevant activities detailed in PS 8.5.5.17(b))	No.	10 000		
3.18(c)	PS 8.5.5.18(c)	Rate to be provided for reconnecting a customer who was disconnected in terms of PS 8.5.5.17(b)(rate to only be supplied for the activities detailed in PS 8.5.5.17(c))	No.	10 000		
3.19(a)	PS 8.5.5.19(a)	Rate to be provided for the management of the FCCRC for the removal of a piece of a service connection cable in terms of PS 8.5.5.19(a)	No	1 000		
3.19(b)	PS 8.5.5.19(b)	Rate to be provided for the management of the FCCRC for the reinstatement of the removed service connection cable in terms of PS 8.5.5.19(b)	No	1 000		
TOTAL SECTION 3 CARRIED FORWARD TO SUMMARY						

ITEM NO.	REF	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT RATE (EXCL VAT)	AMOUNT (QTY x RATE) (EXCL VAT)
4		<u>PRINTING OF NOTICE BOOKS</u>				
		<u>NOTE: ALL QUANTITIES ARE APPROXIMATE VALUES OVER A THREE YEAR PERIOD SUBJECT TO CHANGE DUE TO GROWTH</u>				
4.8	PS 8.5.9.1	Provision for a unit price for printing books the EMMC will be using during the duration of the contract as detailed in PS 8.5.9.1 (as and when).	No.	5 500		
TOTAL SECTION 4 CARRIED FORWARD TO SUMMARY						

ITEM NO.	REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT(QTY x RATE)
5	PS	<p>NOTE: ALL QUANTITIES ARE APPROXIMATE</p> <p><u>SECTION 5: PERSONNEL AND PROFESSIONAL SERVICES ON AN AS AND WHEN REQUIRED BASIS</u></p>				
5.1	PS 8.5.8.1	GIS / Database Technician	hour	2 000		
5.2	PS 8.5.8.2	Provision of an Accounting clerk to CoE	hour	4 000		
5.3	PS 8.5.8.3	Provision of an Admin clerk to CoE	hour	4 000		
5.4	PS 8.5.8.4	Provision of Accountant to CoE	hour	3 000		
5.5	PS 8.5.8.5	Professional services: Category A	hour	1 500		
5.6	PS 8.5.8.6	Professional services: Category B	hour	1 500		
5.7	PS 8.5.8.7	Professional services: Category C	hour	1 500		
5.8	PS 8.5.8.8	Professional services: Category D	hour	1 500		
5.9	PS 8.5.8.9a	Electrician and Vehicle	hour	6 000		
5.10	PS 8.5.8.9b	Electrician Assistant	hour	6 000		
TOTAL SECTION 5 CARRIED FORWARD TO SUMMARY						

SUMMARY OF SCHEDULE

SECTION	DESCRIPTION	AMOUNT
1	SECTION 1 : SCHEDULED ITEMS	
2	SECTION 2: PROJECT MANAGEMENT & CONTRACT ADMINISTRATION	
3	SECTION 3: MANAGEMENT OF ELECTRICITY-RELATED PROCESSES:	
4	PRINTING OF NOTICE BOOKS	
5	SECTION 5: PERSONNEL AND PROFESSIONAL SERVICES	
	SUB-TOTAL (EXCL. VAT)	
	15 % VAT	
	TOTAL (INCL. VAT)	

PLEASE NOTE:

- THAT ESTIMATED QUANTITIES ARE FOR EVALUATION PURPOSES ONLY.
- BIDDERS MUST NOTE THAT THIS BID WILL BE EVALUATED AND AWARDED PER AREA, TO A MAXIMUM OF 4 SERVICE PROVIDERS.
- A BIDDER WILL BE AWARDED A MAXIMUM OF ONE AREA
- IN CASES WHERE IT IS NOT POSSIBLE TO AWARD A MAXIMUM OF ONE AREA TO A SERVICE PROVIDER (DUE TO THE NUMBER OF ACCEPTABLE BIDDERS), THEN ONE SERVICE PROVIDER MAY BE AWARDED MORE THAN ONE AREA.

- ALL ACCEPTABLE BIDDERS BELOW THE MARKET WILL BE OFFERED THEIR OWN RATES. SUBSEQUENTLY, ALL ACCEPTABLE BIDDERS ABOVE THE MARKET MAY BE OFFERED UNIFORM RATES WHICH ARE DEEMED TO BE MARKET RELATED AS DEFINED BY THE INDUSTRY.

CONSUMER PRICE INDEX

PERIOD ONE (01)

- BID PRICE(S) MUST BE FIXED FOR THE FIRST 12 MONTHS AFTER THE BASE MONTH WITH BASE MONTH BEING ONE MONTH PRIOR TO CLOSING OF BID

PERIOD TWO (02)

- BID PRICE(S) IS/ARE SUBJECT TO ESCALATION OF CPI FOR THE FOLLOWING 12 MONTHS WITH THE BASE MONTH BEING THE 12th MONTH OF PERIOD ONE (01)

PERIOD THREE (03)

- BID PRICE(S) IS/ARE SUBJECT TO ESCALATION OF CPI FOR THE REMAINING PERIOD WITH THE BASE MONTH BEING THE 12th MONTH OF PERIOD TWO (02)

Signature of person authorised to sign bid documents

Name in block letters

Designation

Date

FORM "L"

CITY OF EKURHULENI GENERAL CONDITIONS OF CONTRACT

1. Definitions

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 as contained in the bidding documents, including all attachments and appendices thereto and all documents incorporated by reference therein that comes into existence between the Municipality and the successful bidder on acceptance of the bid by way of a letter of acceptance.
- 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 activities" means any corrupt activities as contemplated in the Prevention and Combating of Corrupt Activities Act 2004 (Act no. 12 of 2004)
- 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 "Dumping" occurs when a private enterprise abroad markets 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.
- 1.10 "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 are not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.11 "GCC" means the General Conditions of Contract.
- 1.12 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.13 "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.
- 1.14 "Local content" means that portion of the bidding price, which is not included in the imported content, provided that local manufacture does take place.

- 1.15 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.16 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.17 "Purchaser" means the organization purchasing the goods.
- 1.18 "Republic" means the Republic of South Africa.
- 1.19 "SCC" means the Special Conditions of Contract.
- 1.20 "SCM" means Supply Chain Management.
- 1.21 "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.
- 1.22 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.23 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. **Application**

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), 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 goods, 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 Invitations to bid are usually published in locally distributed news media, the municipality/municipal entity website and the eTender Publication Portal.

4. **Standards**

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 and Copyright**

- 6.1 The supplier shall indemnify the purchaser against all third-party claims for infringement of patents, copyright, trademarks, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 The ownership of any intellectual property, i.e. patents, copyright, trademarks and industrial design, developed by the supplier within the scope of this contract shall vest in 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 performance security in 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.

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 goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

- 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 goods 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 goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods 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 goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods 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 goods which do comply with the requirements of the contract. Failing such removal, the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods 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 22 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, and in any subsequent instructions ordered by the purchaser.

10. **Delivery and documents**

Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.

11. **Insurance**

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.

12. **Transportation**

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

13. **Incidental Services**

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

- (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 or services, shall be agreed upon in advance by the parties before it is provided and shall not exceed the prevailing rates charged to other parties by the supplier for similar goods or services.

14. **Spare parts**

14.1 As specified, 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.

- 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 and with all reasonable speed, repair or replace the defective goods or parts thereof, without cost to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, 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 All payments to bidders will only be made by means of Electronic Fund Transfer (EFT). Successful bidders will be requested to submit within 14 days after appointment, the following documents:
 - An original letter from the banking institution to confirm full details of the bank account to the Council (Company name, account number)
 - An original cancelled cheque (if applicable)
 - An original letter on the bidding entity's letterhead confirming bank account details into which all contract payments must be made, signed by an authorised official of bidding entity
- 16.2 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.3 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and proof of fulfilment of other obligations stipulated in the contract.
- 16.4 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of the documentation referred to in 16.3 above.
- 16.5 Payment will be made in Rand unless otherwise stipulated.

17. **Prices**

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 or in the purchaser's request for bid validity extension, as the case may be.

18. **Variation orders**

In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. **Assignment**

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

The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract 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 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, where the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

21.4 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 without the application of penalties is agreed upon, pursuant to GCC Clause 21.2.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods 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 its other rights, be entitled to claim damages from the supplier.

22. Penalties

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 judgement of the purchaser, has committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

- 23.2 In the event that the purchaser lawfully 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 lawfully terminates the contract in whole or in part, the purchaser may decide to have a restriction penalty imposed on the supplier by causing such supplier to be prohibited from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends to have a restriction imposed on the 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 supplier as having no objection and proceed to cause the supplier to be restricted?
- 23.5 Any restriction imposed on any person will 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 purchaser actively associated.
- 23.6 If the purchaser intends to have a restriction imposed on the supplier, the purchaser must, within five (5) working days of such decision, furnish the National Treasury, with the following information:
- (i) Written submissions as to whether the supplier should be restricted from conducting business with any organ of state; and
 - (ii) Written representations from the supplier as to why that tenderer should not be restricted from conducting business with any organ of state.
- 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. **Antidumping and countervailing duties and rights**

When, after the date of bid, provisional payments are required, or anti-dumping 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 Purchaser 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 supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods 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

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

The settlement of disputes will be in terms of paragraph 50 of the COE SCM Policy, which provides as follows:

- “50.** (1) The accounting officer must appoint an independent and impartial person, not directly involved in the supply chain management processes –
- (a) to assist in the resolution of disputes between the municipality and other persons regarding -
 - (i) any decisions or actions taken in the implementation of the supply chain management system; or
 - (ii) any matter arising from a contract awarded in the course of the supply chain management system; or
 - (b) to deal with objections, complaints or queries regarding any such decisions or actions or any matters arising from such contract.
- (2) The accounting officer, or another official designated by the accounting officer, is responsible for assisting the appointed person to perform his or her functions effectively.
- (3) The person appointed must –
- (a) strive to resolve promptly all disputes, objections, complaints or queries received; and
 - (b) submit monthly reports to the accounting officer on all disputes, objections, complaints or queries received, attended to or resolved.
- (4) A dispute, objection, complaint or query may be referred to the relevant provincial treasury if –
- (a) the dispute, objection, complaint or query is not resolved within 60 days; or
 - (b) no response is forthcoming within 60 days.
- (5) If the provincial treasury does not or cannot resolve the matter, the dispute, objection, complaint or query may be referred to the National Treasury for resolution.
- (6) This paragraph must not be read as affecting a person's rights to approach a court at any time.

28. Governing language

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.

29. Applicable law

The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

29.1 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

29.2 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.

30. Taxes and duties

30.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

30.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

30.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

30.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

31. Transfer of contracts

The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser

32. Amendment of contracts

No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

33. Prohibition of restrictive practices

33.1 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.

33.2 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 section 59 of the Competition Act No 89 Of 1998.

- 33.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Tribunal 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.

FORM "M"

CITY OF EKURHULENI

SPECIAL CONDITIONS AND UNDERTAKINGS:

- 1 1.1 DEFINITIONS:
 - 1.1.1 "Accounting Officer" in relation to the Municipality, means the Municipal Manager
 - 1.1.2 *"Bid"* means an offer to supply goods and/or services to the COE at a specified price or rate;
 - 1.1.3 *"Bidder"* means any person offering to supply goods and/or services to the COE;
 - 1.1.4 *"CCC"* shall mean Customer Care Centre
 - 1.1.5 *"CM"* shall mean City Manager of COE appointed in terms of Section 82 of the Local Government: Municipal Structures Act 117 of 1998
 - 1.1.6 *"Contractor(s)"* means the bidder whose bid has been accepted by the COE;
 - 1.1.7 *"ED"* means the *Executive Director* of the Department in the COE responsible for this bid or her/his duly authorised representative;
 - 1.1.8 *"COE" or "Municipality"* shall mean the CITY OF EKURHULENI;
 - 1.1.9 *"Final delivery certificate"* means the document issued by the COE confirming that all the known defects have been rectified and that the works, goods or services appear in good order and have been accepted;
 - 1.1.10 *"Letter of acceptance"* means the written communication by the COE to the Contractor recording the acceptance by the COE of the Contractor's bid subject to the further terms and conditions to be included in the contract;
 - 1.1.11 *"Signature date"* and in relation to any contract, means the date of the letter of acceptance;
 - 1.1.12 *"Termination date"* - in relation to any contract means the date therein indicated as the termination date, or the final delivery certificate, the completion certificate or the occupancy certificate whichever is the latest;
 - 1.1.13 *"Value added"* means that portion of the bid price not constituting the cost of materials;
 - 1.1.14 *"Warranties"* - means collectively any and all warranties (if any) given by the Bidder in terms of this agreement.
- 1.2 Interpretation:
 - 1.2.1 In this agreement clause headings are for convenience and shall not be used in its interpretation and, unless the context clearly indicates a contrary intention: -
 - 1.2.2 An expression which denotes-
 - 1.2.2.1 any gender includes the other gender;
 - 1.2.2.2 a natural person includes an artificial or juristic person and vice versa;
 - 1.2.2.3 the singular includes the plural and vice versa;
 - 1.2.3 Any reference to any statute, regulation or other legislation or official policy shall be a reference to that statute, regulation or other legislation or national policy as at the signature date, and as amended or re-enacted from time to time;
 - 1.2.4 When any number of days is prescribed, such shall be reckoned as calendar days, exclusively of the first and inclusively of the last day, unless the last day

- falls on a day which is not a business day, in which case the last day shall be the next succeeding day which is a business day;
- 1.2.5 Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this agreement.

2 GENERAL UNDERTAKINGS BY THE BIDDER

- 2.1 I/we hereby bid:
- 2.1.1 to supply all or any of the supplies and/or to render all or any of the services described in the attached documents [Forms, Schedule(s), and/or Annexure(s)] to the COE;
 - 2.1.2 on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and incorporated into, this bid);
 - 2.1.3 at the prices and and/or rates on the terms regarding time for delivery and/or execution inserted therein.
- 2.2 I/we agree further that:
- 2.2.1 the offer herein shall remain binding upon me/us and open for acceptance by the COE during the validity period indicated and calculated from the closing time of the bid.
 - 2.2.2 this bid and its acceptance shall be subject to the terms and conditions contained in the Forms, Schedule(s) and/or Annexure(s) attached hereto with which I am/we are fully acquainted.
 - 2.2.3 notwithstanding anything to the contrary in the Forms, Schedule(s) and/or Annexure(s) attached hereto:
 - 2.2.3.1 if I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the COE may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and the COE;
 - 2.2.3.2 in such event, I/we will then pay to the COE any additional expense incurred by the COE for having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid;
 - 2.2.3.3 the COE shall also have the right in these circumstances, to recover such additional expenditure by set-off against monies which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other bid or contract;
 - 2.2.3.4 pending the ascertainment of the amount of such additional expenditure the COE may retain such monies, guarantee or deposit as security for any loss the COE may sustain, as determined hereunder, by reason of my/our default.
 - 2.2.4 if my/our bid is accepted, that acceptance may be communicated to me/us by letter or facsimile or electronic mail and that proof of delivery of such acceptance to SA Post Office Ltd or the production of a document confirming that a fax or e-mail has been sent, shall be treated as delivery to me/us.
 - 2.2.5 I/we have satisfied myself/ourselves as to the correctness and validity of this bid, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) cover all

- my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
- 2.2.6 I/we accept full responsibility for the proper execution and fulfilment of all obligations and conditions defaulting on me/us under this agreement as the principal(s) liable for the due fulfilment of this contract.
- 2.2.7 Notwithstanding the amount or cause of action involved I hereby consent to the jurisdiction of the Magistrate Court.

GENERAL BID CONDITIONS & DIRECTIVES

- 3 It is a condition of all requests or invitations to bid that Bidders accept, as a condition of bidding, that the obligation rests, without exception, on the Bidder/s to fully acquaint themselves with all requirements and conditions of a request, including, but not limited to, compliance with all policies and legislation to which the COE adheres.
- 4 Without limiting the generality of the provisions of Clause 3 above, Bidders are required to acquaint themselves and to comply in their bid with the following policy documents of the COE:
- 4.1 SUPPLY CHAIN MANAGEMENT POLICY;
- 4.2 PREFERENTIAL PROCUREMENT POLICY (read with the Preferential Procurement Policy Framework Act, Act No.5 of 2000, and the regulations made in accordance therewith from time to time)

Bidders are expressly required to acquaint themselves with the requirements and standards of these and all other applicable policy documents prior to completing and submitting any bids as these policies are deemed to be incorporated into the Conditions of all the COE's Requests for Bids.

- 5 **Failure on the part of the Bidder to sign this bid form and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications in all respects, shall invalidate this bid. Each and every part of the bid document shall be deemed to be material.**
- 6 **Bid prices must be submitted on the official bid Form "K" – "Schedule of Prices" form, which must be filled in and completed in all respects.**
- 7 Bids must be submitted in sealed envelopes.
- 8 Separate envelopes must be used for each bid invitation.
- 9 The address, bid number and closing date must appear on the front of the envelope.
- 10 The name and address of the Bidder must appear on the back of the envelope.
- 11 **Each bid document is allocated with a certain bid box number in which the bid documents must be deposited and NO bid document found to be deposited in the wrong bid box as specified, subsequent to the closing date and time of the bid, will be considered.**
- 12 **Posted bid documents will not be considered, unless they were received and deposited in the correct bid box, by a Municipality representative, before the closing date and time of the bid. The COE accepts no responsibility nor liability in this regard for any bid not timeously placed in the correct bid box by such Municipality representative or any person or employee.**
- 13 13.1 All Bidders are advised that it is an express Condition of this bid that all Bidders will be required to furnish proof, on demand, that the Bidder, or in the case of an artificial or juristic person - including its trustees, members or directors as the case may be - are in good standing in respect of any levy, rates, fine, service charge or the like due to the COE or any other municipality or municipal entity.
- 13.2 In the event of the Bidder/Contractor not being in good standing and that the Bidder/Contractor is indebted to the COE, as contemplated in this clause which arises after

the signature date and before final payment has been made to the Contractor, the Contractor hereby consents to the COE deducting from the amount of the bid awarded such amount/s as may be lawfully owing to the COE and/or to any CCC located within the area of jurisdiction of the COE.

- 13.3 The books and records of the COE, or any extracts there from certified by the City Manager or other officer authorised thereto by the COE shall, for the purposes of this clause be *prima facie* evidence of the amounts lawfully owing to the COE.
- 13.4 For purposes of this clause the term "*in good standing*" means that the Bidder shall not be in any way lawfully indebted to the COE and/or to any CCC located within the area of jurisdiction of the COE, and/or that such indebtedness shall not be older than thirty (30) days and/or that the Bidder has concluded an agreement or compromise to settle the indebtedness and is not in breach of such agreement or compromise;
- 14 In the event that a contract is awarded, the COE shall accept the bid that scores the highest total number of points, having regard to the provisions of Regulations 4 and 5 of the Preferential Procurement Regulations, 2022, unless objective criteria justify the award to another Bidder as contemplated in Section 2(1)(f) of the Preferential Procurement Policy Framework Act, Act No.5 of 2000. The COE reserves the right to negotiate additional conditions with the Bidder and/or to award a bid, where it deems appropriate, to more than one (1) Contractor/Bidder.
- 15 The Bidder undertakes that it will make itself and its members, officials, employees and agents, aware of the appropriate regulations and by-laws of the COE that might have application on the Bidder's activities in terms hereof.
- 16 Neither the COE nor any official in the COE will be held responsible for loss of a potential opportunity to bid due to the failure of the Bidder to comply with any of the requirements of these instructions, including, but not limited to, the failure to properly describe and/or categorise any requirements.
- 17 **DETAILS OF OFFERS MADE**
 - 17.1 The covering letter or other matter submitted with the official bid document may explain, amplify or illustrate, but not replace any part of the official document or the information furnished therein;
 - 17.2 The main offer shall be in accordance with the specifications and alternative offers shall be adequately and clearly described and differentiated, if necessary, by submitting additional schedules or a separate bid document.
 - 17.3 **ADJUDICATION OF BIDS**

Bidders' attention is drawn to the fact that the adjudication of bids will be based on a point system as indicated in Form "A" - "Procurement Form", included in this bid document.

Form "A" – "Procurement Form", must be completed by bidders and submitted together with their bid documents by the closing date and time of the bid.
18. **VARIATIONS AND OMISSIONS**

Where offers depart from requirements of the specification, such departure shall be fully described on the official bid Form "J" – "Variations and Omissions" document.

GENERAL CONTRACTUAL UNDERTAKINGS

19 QUALITY OF GOODS

Notwithstanding anything to the contrary in this agreement:

- 19.1 The goods to be supplied under the contract are to be, in all aspects, of the best description and according to the sample (if any) and specifications provided.
- 19.2 In every case the goods shall be subject to the inspection and approval of the ED or his duly authorised representative, who shall be at liberty to reject them and in cases of such rejection, the Bidder agrees to be bound by the rejection of the ED or his duly authorised representative.
- 19.3 In the event of the approval of the goods by the said ED or his duly authorised representative and if it is later discovered that the goods are in any way defective, the COE may reject same, in spite of such approval by its ED or his duly authorised representative.
- 19.4 Tests and analyses may be made as deemed necessary and the cost thereof shall be borne by the COE provided that the goods are of the stipulated quality, failing which such cost shall be defrayed by the Bidder. The COE shall have the right to deduct such cost from payments due to the Bidder, or otherwise to recover the same from him.
- 19.5 No second-hand/refurbished materials/parts will be used in the final goods to be delivered by the Bidder, only new materials/parts bearing the SABS mark of quality will be considered.

20 INDEMNITY

20.1 Without prejudice to any of the rights of the COE arising from any of the provisions of this agreement, the Bidder indemnifies and holds the COE harmless against all loss, liability, damage, claim, proceeding or expense of any nature whatever (including without limiting the generality of the foregoing all party and party and attorney and client costs incurred by the COE) which the COE may suffer as a result of or which may:

20.1.1 be attributable to-

- 20.1.1.1 any liability of the Bidder, whether actual or contingent;
- 20.1.1.2 any liability of the Bidder for taxation, for which purpose the terms "taxation" shall include:
 - 20.1.1.2.1 normal taxation;
 - 20.1.1.2.2 value added tax;
 - 20.1.1.2.3 minimum or secondary taxation on companies;
 - 20.1.1.2.4 all other forms of levies or taxation.
- 20.1.1.3 any penalties or interest as a result thereof.

20.1.2 arise out of or in the course of or by reason of the Bidder's performance in terms of this agreement;

- 20.2 The Bidder undertakes to indemnify the COE in respect of all actions, prosecutions or claims of any nature that might be brought in any manner against the COE as a consequence of the negligence of the bidder, its employees, members or any persons under its control;
- 20.3 The Bidder shall not be liable for such liability, loss, damage, claim, proceeding or expense where same was due to any act or neglect of the COE or any person for whose actions the COE is legally liable.

21 POWERS OF THE COE IN THE EVENT OF GOODS BEING DEFECTIVE

- 21.1 In the event of the goods being defective in quantity or quality, it is agreed that, either-
 - 21.1.1 the ED shall have power to purchase other goods or make good the deficiency in any manner he may deem fit, and any excess costs so incurred over the contract price, together with all charges and expenses attending the purchase, shall be recoverable from the Bidder; or,

21.1.2 if the COE so determines, the Bidder shall, at his own expense, replace the affected goods or make good the deficiency at once, or within such period or at such time as the COE may fix.

21.2 Nothing contained in this clause or with regard to delivery conditions, shall prejudice the power of the COE in terms of clause 23 of the GCC, or of the dispute resolution provisions of this agreement.

22 DELIVERY OF GOODS

22.1 The goods shall be delivered, at the Bidder's risk and expense, subject to clause 10 of the GCC, to:

*The Offices of the CITY OF EKURHULENI,
Corner Cross and Roses Streets,
Germiston; or,*

such other place in the Municipal Area of the COE as may be specified and at the time/s and in the manner appointed by the ED;

22.2 Each delivery must be accompanied by a correct delivery note;

22.3 All invoices (accompanied by TAX invoices) must be forwarded to the COE without delay, **clearly stating the contract and order numbers.**

22.4 All equipment and material shall be marked with the appropriate contract and order numbers.

22.5 Bidders shall state in their bids as well as on the official Form "I" – "Schedule of Prices" document, the minimum time required to effect delivery of the goods required under this contract, after receipt of official order.

22.6 Delivery shall be made in accordance with the requirements set out in the contract.

22.7 All goods under contract arising from this bid shall be supplied only when ordered upon an official letter or form or order issued by the COE.

23 RATE OF DELIVERY

As and when required, during the period of this contract.

24 FAILURE TO DELIVER GOODS

24.1 In the event-

24.1.1 of the Bidder failing to deliver the stipulated quantity of goods of the contract quality at the time and in the manner appointed by the ED, or

24.1.2 of the Bidder, if required to deliver by instalments, failing to deliver any instalment, either in whole or in part, at the time and in the manner appointed by the ED, or

24.1.3 of the COE suffering damage by delay while rejected goods are being replaced under Clause 19,

it is agreed that the Bidder shall pay liquidated damages and not by way of penalty, to the COE;

24.2 Such liquidated damages shall be determined in each case by the City Manager of the COE and shall be:

24.2.1 With regard to 24.1.1: a sum equal to any excess cost incurred by the COE over the contract price in making good the deficiency in such manner as it may deem fit, together with all charges and expenses connected therewith;

24.2.2 With regard to 24.1.2: a sum equal to any excess cost incurred by the COE over the contract price in making good the deficiency in such manner as it may deem fit, together with all charges and expenses connected therewith;

24.2.3 With regard to 24.1.3: a sum not exceeding the actual damage so incurred by the COE.

- 24.3 A certificate by the City Manager or his duly authorised representative shall constitute prima facie evidence of the indebtedness of the Contractor.
- 24.4 The City Manager of the COE shall also determine the manner in which and the time when, such payment of excess costs or damages shall be made and the decision of the City Manager of the COE shall be binding in every case.
- 24.5 Notwithstanding the above, the Bidder shall not be held liable to enforcement of the penalties stated above should such failure be due to *vis major*.

25 SURETY

- 25.1 The Bidder shall, **if it is required of him/her**, provide good and sufficient surety for the due fulfilment of the contract to the satisfaction of the COE and such surety shall remain in force until the handing over of a final delivery certificate by the COE;
- 25.2 The only surety acceptable to the COE is cash, a certified cheque, or a bank guarantee from a banking institution registered in terms of the Banks Act, 1990 (Act. No 94 of 1990) or from an Insurer registered in terms of the Insurance Act, 1998 (Act No. 53 of 1998). Any surety shall be valid for the entire contract period and beyond if required by the COE

Guarantees will be required as follows:

CATEGORY	PROJECT VALUE (INCL. OF VAT)	GUARANTEE
A	< R500 000	2,5%
B	R500 001 – R1 000 000	5%
C	R1 000 001 – R2 000 000	7,5%
D	>R2 000 000	10%

- 25.3 Unless otherwise provided for, the security shall be for 0% of the total value of the bided price;
- 25.4 The cost of obtaining any such surety shall be borne by the Bidder;
- 25.5 The liability under such surety shall terminate upon the issue of a final delivery Certificate
- 25.6 In the event of the bidder providing a cash amount (deposit) or a bank guaranteed cheque from a registered bank drawn in favour of the COE, the COE will not be held accountable nor obliged to pay the Bidder interest earned as a result of such action.

26 ACCEPTANCE

- 26.1 Unless otherwise specified in the invitation to bid, **this bid shall remain open for acceptance by the COE for a period of one hundred and twenty (120) days from the date on which bids are due and during this period the Bidder agrees not to withdraw its bid or impair or derogate from its effect;**
- 26.2 The written approval of this bid by the COE, by way of letter of acceptance, shall constitute a contract binding on both parties incorporating all the terms and conditions set out in the bid documents and the letter of acceptance;
- 26.3 Notwithstanding anything to the contrary in this agreement, the contract shall come into existence with effect from the signature date.

27 PRICE

The price and/or rates quoted shall be nett and shall include cost of delivery and shall be quoted inclusive of all taxes **excluding VAT**.

28 GOVERNMENT PRICE CONTROL

- 28.1 Where the price of any item placed on contract is controlled by legislation, the contract price shall in the event of any amendment to the price ruling at the time the bid was submitted, be subject to a like increase or decrease as the case may be.
- 28.2 In the event of price control over any item of contract being withdrawn during the currency of the contract, the contract price applicable to such item after the date of such withdrawal shall be the contract price in operation immediately prior to the withdrawal of price control.
- 28.3 Bidders shall, where appropriate, submit with their bid, details of present controlled prices. **Failure to do this, shall render the bid liable to rejection on the grounds of being incomplete.**
- 28.4 **Any subsequent claims for increases in the prices shall be substantiated by documentary proof acceptable to the ED.**

29 CONTRACT PRICE ADJUSTMENT

Should no price adjustment or variation clauses be included in the bid documents, the prices will be considered as **being firm** and the COE will not, under any circumstances, accept for its account, any increase in the prices bid during the duration of the contract.

30 PAYMENT

Payment will be made **within thirty (30) days after goods are supplied and date of invoice**. The COE may deduct any sum due to it by the Bidder under any of the provisions of this contract from any sum due to the Bidder.

All payments to bidders will only be made by means of Electronic Fund Transfer (EFT). Successful bidders will be requested to submit within 14 days after appointment, the following documents:

- An original letter from the banking institution to confirm full details of the bank account to the Council (Company name, account number)
- An original cancelled cheque (if applicable)
- An original letter on the bidding entity's letterhead confirming bank account details into which all contract payments must be made, signed by an authorised official of bidding entity

31 PERIOD OF CONTRACT

This contract is for a period with effect from date of award by the City, until 30 JUNE 2029.

32 ORDERS FOR REQUIREMENTS

During the period of the contract official orders for the Municipality's requirements will be placed with the Bidder/s and the Bidder/s shall only supply the items required under this contract on receipt of such official orders.

33 DISCOUNT

A minimum of 2,5% settlement discount must be allowed on this bid for payment made within 30 days from date of receipt of invoice.

34 CONFIDENTIALITY

- 34.1 It is recorded that the Bidder, by virtue of his/her association with the COE, will become possessed of and will have access to confidential information belonging to the COE including, but without limiting the generality of the foregoing, the following matters:
- 34.1.1 the contractual and financial arrangements between the COE and other Bidders;
 - 34.1.2 the COE's financial matters;
 - 34.1.3 all other matters which relate to the COE's business and in respect of which information is not readily available in the ordinary course of business to a competitor.
- 34.2 Notwithstanding the foregoing provisions of this clause, the information referred to therein as confidential information shall cease to be confidential information if:
- 34.2.1 it is publicly available or becomes publicly available other than as a result of a breach of this contract;
 - 34.2.2 it comes or came into the possession of the Bidder other than by virtue of the Bidder's relationship with the COE.
- 34.3 Having regard to the facts recorded above, the Bidder undertakes that in order to protect the proprietary interest of the COE in the confidential information-
- 34.3.1 he/she will not during the period that he/she is a Bidder or at any time thereafter, directly or indirectly, either use or disclose any of the confidential information, other than as may be required by his/her contract with the COE or as may be required to comply with any law or to enforce the Bidder's rights in terms of this contract;
 - 34.3.2 any written or other instructions, drawings, notes, memoranda or records relating to the confidential information which are made by him/her or which come into his/her possession by any means whatever shall be deemed to be the property of the COE. Such property of the COE shall be surrendered to the COE on demand and in any event on the termination date and the Bidder shall not retain any copies thereof or extracts therefrom.
- 34.4 Any action which can be construed as a contravention of the condition referred to in clause 34.3.1 and 34.3.2 above, will expose any bidder to the rejection of his bid by the COE alternatively the summary termination of any contract entered into.

35 BREACH

- 35.1 Should either the Bidder or the COE commit a breach of any material provision of this agreement and fail to remedy such breach within fourteen (14) days after receiving written notice from the party aggrieved thereby requiring the defaulting party to do so, then the aggrieved party shall be entitled, without prejudice to the aggrieved party's other rights in law, to cancel this agreement or to claim immediate specific performance of all of the defaulting party's obligations whether or not due for performance, in either event without prejudice to the aggrieved party's right to claim damages;
- 35.2 Should any party permit a non-material breach of any provision of this agreement and fail to remedy such breach within fourteen (14) days of receiving written notice from any other party to the contract requiring it to do so, then the aggrieved party shall be entitled to claim immediate specific performance of all of the defaulting party's obligations whether or not due for performance, without prejudice to the aggrieved party's other rights in law, including the right to claim damages.

36 **PUBLICITY**

None of the parties shall issue any public document or make any press release relating to or arising out of this agreement or its subject matter without obtaining the prior written approval of the COE, to the contents thereof and the manner of its presentation and publication; provided that such approval shall not be unreasonably withheld or delayed.

37 **SEVERABILITY OF THE CONTRACT TERMS**

37.1 Each provision of this agreement is, notwithstanding the grammatical relationship between that provision and the other provisions of this agreement, severable from the other provisions of this agreement;

37.2 any provision of this agreement which is or becomes invalid, unenforceable or unlawful in any jurisdiction shall, in such jurisdiction only, be treated as *pro non scripto* to the extent that it is so invalid, unenforceable or unlawful, without invalidating or affecting the remaining provisions of this agreement which shall remain of full force and effect.

37.3 The parties declare that it is their intention that this agreement would be executed without such invalid, unenforceable or unlawful provision if they were aware of such invalidity, unenforceable or unlawful at the execution of this agreement.

38 **WAIVER OF RIGHTS**

38.1 No party's partial exercise of, failure to exercise or delay in exercising any right, power, privilege or remedy in terms of this agreement shall be construed as a waiver by that party;

38.2 Such partial exercise or failure shall not operate so as to preclude that party from exercising its rights strictly in accordance with this agreement, unless such party has expressly waived or otherwise foregone its ability to exercise such right, power, privilege or remedy (at all or in part or until after such period of delay) in terms of a written document signed by such party;

38.3 In the event of a party having concluded such a written document same shall be strictly construed.

39 **CESSION OF RIGHTS**

39.1 Save as is otherwise expressly stipulated in this agreement; this agreement is personal to the parties;

39.2 Any party to the agreement who wishes to cede, delegate or assign their right of payment may only cede, delegate or assign their right of payment to a Financial Service Provider.

39.3 Any request to cede, delegate or assign a parties right of payment must be made in writing by the Financial Service Provider, accompanied by a copy of the cession agreement between the Financial Service Provider and any party to this agreement.

39.4 Should the COE be succeeded or replaced by any other entity that entity shall automatically substitute the COE in this agreement unless the succeeding entity notifies the contractor to the contrary within 120 days, in writing.

40 **DOMICILE & NOTICES**

40.1 The parties choose their domicile for all purposes relating to this agreement; including the giving of any notice, the payment of any sum, the serving any process, as follows-

40.1.1 THE CITY OF EKURHULENI

Physical - Golden Heights,
141 Victoria Street,
(Corner Victoria and F H Odendaal Streets)

Germiston

1400
Use entrance at 65 FH Odendaal Street

Fax - +27.(0)11.999-7511

40.1.2 [THE BIDDER / CONTRACTOR] (PROVIDE DETAILS OF BIDDING ENTITY)

Physical Address

.....

.....

Postal Code

Postal Address

.....

.....

Postal Code

Fax Number

- 40.2 Each party shall be entitled from time to time, by giving written notice to the others, to vary its physical domicile to any other physical address (not being a post office box or Post Restante) within the Republic or to vary its postal domicile or its facsimile domicile to any other within the Republic.
- 40.3 Any notice given or any payment made by any party to any other ("addressee") which is-
 - 40.3.1 delivered by hand between the hours of 08h00 and 16h15 on any business day to the addressee's physical domicile for the time being, shall be deemed to have been received by the addressee at the time of delivery;
 - 40.3.2 posted by registered post to the addressee's postal domicile for the time being, shall be presumed to have been received by the addressee on the fourteenth day after date of posting.
- 40.4 Any notice given by any party to any other which is sent by facsimile to the addressee's facsimile domicile for the time being shall be deemed to have been received by the addressee on the day immediately succeeding the date of successful transmission thereof.
- 40.5 This domicile clause shall not operate so as to invalidate the giving or receipt of any notice which is actually received by the addressee other than by a method referred to in this clause.
- 40.6 Any notice required or permitted to be given in terms of this agreement shall be valid and effective only if in writing.

41 **TOTALITY OF AGREEMENT**

This agreement constitutes the sole record of the agreement between the parties in relation 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. This agreement supersedes and replaces all prior commitments, or representations, whether oral or written, between the parties in respect of the subject matter hereof.

42 **APPLICABLE LAW**

This contract shall be governed by the laws of the Republic of South Africa and notwithstanding the amount or cause of action involved and the rights of either party to approach any other court having jurisdiction, the parties consent to the jurisdiction of, the Magistrates Court.

43 **DEFAULT/CANCELLATION OF BID AND/OR CONTRACT**

Should it appear to the COE that the Bidder is not executing the contract in accordance with the true intent and meaning thereof, or that the Bidder is refusing or delaying the execution of the contract or is not carrying on the work at such rate of progress as to ensure delivery by the date of delivery or, in the event of default by the Bidder, then in any such event the COE may give notice in writing to the Bidder to make good the failure or default, and should the Bidder fail to comply with the notice within the period specified therein, then and in such case the COE shall, without prejudice to any of its rights under the contract, be at liberty forthwith to perform such work as the Bidder may have neglected to do, or to take the contract wholly or in part out of the Bidder's hands and order from any other person. The Bidder shall be responsible for any loss the COE may sustain by reason of such action as the COE may take in terms of this clause.

44 **PACKING**

All goods shall be crated, packed or battened securely in such a manner as to prevent damage during loading, transport and off-loading.

Unless otherwise specified, packing cases and packing materials are included in the contract price and shall be and remain the property of the COE.

45 **FALSE INFORMATION**

Should it come to the attention of COE that false information has been given in whatever way with the intention of the Bidder/Contractor to position himself/herself to be awarded the bid/contract or in respect of the performance of the contract, the COE holds the right to disqualify the bid and/or terminate the contract?

46 **LABOUR CONDITIONS**

The bidder shall ensure that all remuneration paid to employees is in line with the relevant sectoral determination in terms of the Basic Conditions of Employment Act, No 75 of 1997.

FORM – “N”

CONTRACT FORM - RENDERING OF SERVICES

CITY OF EKURHULENI

CONTRACT NUMBER: A-EE 11-2026

APPOINTMENT OF ELECTRICAL ENGINEERING FIRMS FOR THE IMPLEMENTATION AND MANAGEMENT OF ELECTRICITY METER PROCESSES, TECHNICAL AUDITS, REPAIRS/REPLACEMENTS AND MAINTENANCE OF ELECTRICITY METERS FROM DATE OF AWARD UNTIL 30 JUNE 2029

PART 1 (TO BE COMPLETED BY THE SUCCESSFUL BIDDER AFTER AWARD OF CONTRACT)

THIS FORM MUST BE COMPLETED 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.

1. I hereby undertake to render services described in the attached bid documents to (name of the institution) in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the tendered price/s. My offer/s remain binding upon me and open for acceptance by the COE during the validity period indicated and calculated from the closing date of the bid.
2. The bid documents shall be deemed to form and be read and construed as part of this agreement:
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) tendered cover all the services specified in the bid 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 fulfilment 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

WITNESS:
1
DATE.....

FORM – “N”

CONTRACT FORM - RENDERING OF SERVICES

CITY OF EKURHULENI

CONTRACT NUMBER: A-EE 11-2026

APPOINTMENT OF ELECTRICAL ENGINEERING FIRMS FOR THE IMPLEMENTATION AND MANAGEMENT OF ELECTRICITY METER PROCESSES, TECHNICAL AUDITS, REPAIRS/REPLACEMENTS AND MAINTENANCE OF ELECTRICITY METERS FROM DATE OF AWARD UNTIL 30 JUNE 2029

CONTRACT FORM - RENDERING OF SERVICES PART 2 (TO BE COMPLETED BY THE COE)

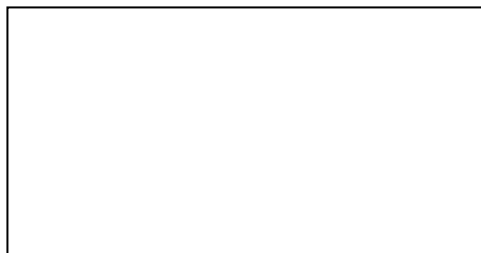
1. I..... in my capacity as
..... accept your bid under reference
number.....dated.....for the rendering of services indicated
hereunder and/or further specified in the annexure(s).
2. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.
3. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE.....

OFFICIAL STAMP



WITNESS:

1

DATE.....