



public works & infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTHAFRICA

BID DOCUMENT

PROJECT DESCRIPTION: 36 MONTHS TERM CONTRACT:REPAIRS AND MAINTENANCE OF HIGH TENSION OR HIGH VOLTAGE INSTALLATIONS AND INFRASTRUCTURE ON STATE OWNED BUILDING FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE,PRETORIA REGION AREA 4

BID NO: PT24/045

Closing Date: 29 January 2025
Closing Time: 11H00

Bid Briefing Meeting Date: Indicate

Bid Briefing Meeting time: Indicate time

Tenderers CSD No:

Name of the Tenderer:

Bid Box Address

Department of Public Works & Infrastructure
251 AVN Building
Corner Andries & Skinner Street
Pretoria
0001

SCM SPECIFIC ENQUIRIES:

Enquires: **LETLHOGONOLO MOKONO**
Tel No: Click here to enter text. during office hours
Cell No: **Indicate**
Email Address: Letlhogonolomokono@dpw.gov.za

TECHNICAL / PROJECT SPECIFIC ENQUIRIES

Enquires: **Indicate**
Tel No: **Indicate** during office hours
Cell No: **Indicate**
Email Address: leratolekalakala@dpw.gov.za

SUMMARY OF BID INFORMATION

Bid Number	PT24/045	
Bid/ Project Description	36 MONTHS TERM CONTRACT:REPAIRS AND MAINTENANCE OF HIGH TENSION OR HIGH VOLTAGE INSTALLATIONS AND INFRASTRUCTURE ON STATE OWNED BUILDING FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE,PRETORIA REGION AREA 4	
Bid Closing date & Time	Wednesday, 29 January 2025	Closing Time: 11H00
Bid Briefing Date & Time (If applicable)	<i>Date of Bid Briefing (if any)</i> Indicate	<i>Time of Bid Briefing (if any)</i> Indicate time
Venue	Indicate	
SCM SPECIFIC ENQUIRIES:	LETLHOGONOLO MOKONO	Letlhogonolomokono@dpw.gov.za
	0123105209	Click here to enter text.
TECHNICAL / PROJECT SPECIFIC ENQUIRIES	LERATO LEKALAKALA	leratolekalakala@dpw.gov.za
	0123105210	Indicate
Bid Validity Period	84 calendar days	
Bid Document Price	R 500.00	
Procurement Plan Reference Number	If applicable	

DPW-07: FORM OF OFFER AND ACCEPTANCE

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

Bid no: PT24/045

Bid/ Project Description: 36 MONTHS TERM CONTRACT:REPAIRS AND MAINTENANCE OF HIGH TENSION OR HIGH VOLTAGE INSTALLATIONS AND INFRASTRUCTURE ON STATE OWNED BUILDING FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE,PRETORIA REGION AREA 4

The Tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Tenderer offers to perform all of the obligations and responsibilities of the Service Provider under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX (All applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies) IS:

Rand (in words):	
Rand in figures:	R

The award of the tender may be subjected to price negotiation with the preferred tender(s). The negotiated and agreed price will be considered for acceptance as **a firm and final offer**.

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the tender data, whereupon the Tenderer becomes the party named as the Service Provider in the conditions of contract identified in the contract data.

THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTITY: (cross out block which is not applicable)

Company or Close Corporation: And: Whose Registration Number is: And: Whose Income Tax Reference Number is: CSD supplier number:	OR	Natural Person or Partnership: Whose Identity Number(s) is/are: Whose Income Tax Reference Number is/are: CSD supplier number:
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AND WHO IS (if applicable):

Trading under the name and style of:
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AND WHO IS:

Represented herein, and who is duly authorised to do so, by: Mr/Mrs/Ms: In his/her capacity as: 	Note: A Resolution / Power of Attorney, signed by all the Directors / Member / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.
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Bid No: PT24/045

Bid/ Project Description: 36 MONTHS TERM CONTRACT:REPAIRS AND MAINTENANCE OF HIGH TENSION OR HIGH VOLTAGE INSTALLATIONS AND INFRASTRUCTURE ON STATE OWNED BUILDING FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE,PRETORIA REGION AREA 4

SIGNED FOR THE TENDERER:

Name of representative	Signature	Date

WITNESSED BY:

Name of witness	Signature	Date

This Offer is in respect of: (Please indicate with an "X" in the appropriate block)

- The official documents ☐
 The official alternative ☐
 Own alternative (only if documentation makes provision therefore) ☐

SECURITY OFFERED: (Not required for this quotation/ bid)

The Service Provider will provide one of the following forms of security:

- | | | |
|---|------------------------------|--|
| (1) Cash deposit of 2.5% of the Contract Sum (excl. VAT) | Yes ☐ | No ☒ |
| (2) Variable guarantee of 2.5% of the Contract Sum (excl. VAT) (DPW-10.5: FM) | Yes ☐ | No ☒ |
| (3) Retention of 2.5% of the Contract Sum (excl. VAT) | Yes ☐ | No ☒ |
| (4) 1.25% cash deposit and 1.25% retention of the Contract Sum (excl. VAT) | Yes ☐ | No ☒ |

NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.

The Tenderer elects as its *domicilium citandi et executandi* in the Republic of South Africa, where any and all legal notices may be served, as (physical address):

.....

Other Contact Details of the Tenderer are:

Telephone No. Cellular Phone No.

Fax No.

Postal address.....

Banker Branch.....

Bank Account No. Branch Code

Registration No of Tenderer at Department of Labour.....

ACCEPTANCE

By signing this part of this form of offer and acceptance, the Employer identified below accepts the Tenderer's offer. In consideration thereof, the Employer shall pay the Service Provider the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the Tenderer's offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

Bid No: PT24/045

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The terms of the contract, are contained in:

- Part 1 Agreements and contract data, (which includes this agreement)
- Part 2 Pricing data
- Part 3 Scope of work.
- Part 4 Site information

and drawings (where applicable) and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The Tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect, if delivered by hand on the day of delivery, or if delivered by courier within two working days after submission by the Employer to the courier services for a door-to-door delivery to the tenderer, provided that the Employer notifies the tenderer of the tracking number within 24 hours of such submission. Unless the tenderer (now Service Provider) within seven working days of the date of such submission notifies the Employer in writing of any reason why he cannot accept the contents of the schedule of deviation to this agreement if applicable), this agreement shall constitute a binding contract between the parties.

For the Employer:

Name of signatory	Signature	Date

Name of Organisation:	Department of Public Works
Address of Organisation:	

WITNESSED BY:

Name of witness	Signature	Date

SCHEDULE OF DEVIATIONS

Bid no: PT24/045

Bid/ Project Description: 36 MONTHS TERM CONTRACT:REPAIRS AND MAINTENANCE OF HIGH TENSION OR HIGH VOLTAGE INSTALLATIONS AND INFRASTRUCTURE ON STATE OWNED BUILDING FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE,PRETORIA REGION AREA 4

1.1.1. Subject:
Detail:
1.1.2. Subject:
Detail:
1.1.3. Subject:
Detail:
1.1.4. Subject:
Detail:
1.1.5. Subject:
Detail:
1.1.6. Subject:
Detail:

By the duly authorised representatives signing this agreement, the Employer and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

PA-04 (EC): NOTICE AND INVITATION TO TENDER

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

Project title:	36 MONTH TERM CONTRACT: REPAIRS AND MAINTENANCE OF THE HIGH TENSION OR HIGH VOLTAGE INSTALLATIONS AND INFRASTRUCTURE ON STATE OWNED BUILDINGS FOR DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE, PRETORIA REGION AREA 4.		
Tender no:	PT24/045	Reference no:	1711
Advertising date:	28/11/2024	Closing date:	29/01/2024
Closing time:	11H00	Validity period:	84 Calendar days

1. REQUIRED CIDB GRADING

It is estimated that tenderers should have a CIDB contractor grading designation of **5 EP or Not applicable Not applicable*** or higher.

** Delete "or select tender value range select class of construction works" where only one class of construction works is applicable*

It is estimated that potentially emerging enterprises should have a CIDB contractor grading designation of **select tender value range select class of construction works PE or select tender value range select class of construction works PE*** or higher.

** Delete "or select tender value range select class of construction works PE" where only one class of construction works is applicable*

2. FUNCTIONALITY CRITERIA APPLICABLE YES ☒ NO ☐

Note 1: Failure to meet minimum functionality score will result in the tenderer being disqualified.

Functionality criteria ¹ :	Weighting factor:
WORK EXPERIENCE AND COMPLETION CERTIFICATE Submission of appointment letters and Completion certificates for Repairs and maintenance of the High Tension or High Voltage Electrical Installations and infrastructure contracts in the past 10 years on company letterhead with traceable contacts 5 = 5 appointment letters and completion certificate for similar projects completed with the value of R5 million and above per project in past 10 years. 4 = 4 appointment letters and completion certificate for similar projects completed with the value of R5 million and above per project in the past 10 years. 3 = 3 appointment letters and completion certificate for similar projects completed with the value of R5 million and above per project in the past 10 years. 2 = 2 appointment letters and completion certificate for similar projects completed with the value of R5 million and above per project in the past 10 years. 1 = 1 appointment letter and completion certificate for similar project completed with the value of R5 million and above per project in the past 10 years. Non submission of any of the above, bidder will score 0 (zero) points	30

¹The points allocated to each functionality criterion should not be generic but should be determined separately for each tender on a case by case basis.

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

. HUMAN RESOURCE

The bidder must submit a signed written commitment to provide human resources as per specification below;

1. Projects specific Organogram of the key personnel
2. Curriculum Vitae
3. Certified ID copies
4. Certified BTech or BSC Electrical Engineering Qualification for Maintenance Manager or (Electrical Engineer or Electrical Technologist) Professional Registration with ECSA
5. Certified N Dip Electrical Engineering Qualification for Foreman
6. Certified Electrical Trade Test Certificate for Electricians with Master Installation

All certifications must not be older than 6 months at the closing date of the tender.

Please note: The required information for human resource (1-6) must be attached and will be evaluated as a cluster, any omission of the required information (1-6) will result in a zero score.

1X Maintenance Manager, 2X Foreman and 4X Electricians

a. To be allocated 5 points:

1x Maintenance Manager, 2 x Foreman and 4 x Electrician all with a minimum experience of 8 years or more

b. To be allocated 4 points:

1x Maintenance Manager, 2 x Foreman and 4 x Electrician all with a minimum experience of 6 years but less than 8 years.

c. To be allocated 3 points:

1 x Maintenance Manager, 2 x Foreman and 4 x Electrician all with a minimum experience of 4 years but less than 6 years

d. To be allocated 2 points:

1 x Maintenance Manager, 2 x Foreman and 4 x Electrician all with a minimum experience of 2 years but less than 4 years

e. To be allocated 1 point:

1x Maintenance Manager, 2 x Foreman and 4 x Electrician all with a minimum experience of 1 year but less 2 years.

Non Submission of the above = 0 Points

30

. RESOURCES The bidder must attach a list of resources dedicated to execution of the project signed by authorised company representative. And attach the below: a. 1X 4 Ton Truck and 3 x Bakkies attach a proof of ownership or rental agreement b. Functional workshop (Equipped with tools, working resources, testers and safe storage) attach proof of ownership/title deed or Lease agreement or Letter of Intent. Workshop must be situated in the Gauteng Province. Submission of the above =5 points Non-submission of the above = 0 points	20
. BANK RATING The bidder must submit an original stamped bank rating letter or certified copy of such a letter which is not older than 6 months at the closing of the tender a. Rating A = 5 points b. Rating B = 4 points c. Rating C = 3 points d. Rating D = 2 points e. Rating E = 1 point Non-submission of any of the above = 0 points.	20
Total	100 Points

(Weights for functionality must add up to 100. Weightings will be multiplied by the scores allocated during the evaluation process to arrive at the total functionality points)

Minimum functionality score to qualify for further evaluation:	50
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(Total minimum qualifying score for functionality is 50 Percent, any deviation below or above the 50 Percent, provide motivation below)

insert motivation (if the provided space is not enough attach a memorandum)

3. THE FOLLOWING EVALUATION METHOD FOR RESPONSIVE BIDS WILL BE APPLICABLE:

☐ Method 1 (Financial offer)	☒ Method 2 (Financial and Preference offer)
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3.1. Indicate which preference points scoring system is applicable for this bid:

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

☒ 80/20 Preference points scoring system	☐ 90/10 Preference points scoring system	☐ Either 80/20 or 90/10 Preference points scoring system
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4. RESPONSIVENESS CRITERIA

4.1. Indicate substantive responsiveness criteria applicable for this tender. Failure to comply with the criteria stated hereunder shall result in the tender offer being disqualified from further consideration:

1	☒	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	☒	Tender offer must be properly received on the tender closing date and time specified on the invitation, completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	☒	Use of correction fluid is prohibited.
4	☒	Submission of a signed bid offer as per the DPW-07 (EC).
5	☒	Submission of DPW-09 (EC): Particulars of Tenderer's Projects.
6	☒	Bidders must comply with DPW-21 (EC): Record of Addenda to tender documents, if any.
7	☐	Submission of DPW-16 signed by the authorised official and completion of bid briefing attendance register. insert motivation why the tender clarification meeting is declared compulsory
8	☒	The tenderer shall submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.
9	☐	The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender.
10	☒	The bidder must submit with the tender, proof that they have an active CIDB Grading designation of 5EP or higher at the closing date of the tender. In case of JV the bidder must submit consolidated CIDB certificate of 5EP or higher
11	☐	Specify other responsiveness criteria
12	☐	Specify other responsiveness criteria
13	☐	Specify other responsiveness criteria
14	☐	Specify other responsiveness criteria
15	☐	Specify other responsiveness criteria

4.2. Indicate administrative requirements applicable for this tender. Tenderers may be required to submit the below documents where applicable.

The Employer reserves the right to request further information regarding the undermentioned criteria. Failing to submit further clarification and/or documentation within seven (7) calendar days from request or as specifically indicated, will disqualify the tender offer from further consideration.

1	☒	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's.
2	☒	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	☒	All parts of tender documents submitted must be fully completed in ink and signed where required.
4	☒	Submission of (PA-11): Bidder's disclosure
5	☒	Submission of PA-16.1 (EC): Ownership Particulars
6	☒	Submission of documentation relating to risk assessment criteria as contained in C 2.1 of DPW-03 Tender Data.
7	☒	Submission of (PA 40): Declaration of Designated Groups.
8	☒	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD). Insert the Supplier Registration Number on the form of offer, including proposed sub-contractors if any
9	☐	Data provided by the tenderer in Part 2 of DPW-04 Contract Data (JBCC 2018) or DPW-05 Contract Data (GCC 2015) whichever applicable to be fully completed.
10	☐	The tenderer shall submit his fully priced Bills of Quantities (complete document inclusive of all parts) within 14 calendar days from request.
11	☒	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
12	☐	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
13	☒	Data provided by the Service Provider (C1.2.3) completed
14	☒	In case of a Joint Venture bidders must complete and submit separate PA-11.
15	☒	In case of a Joint Venture bidders must submit certified consolidated B-BBEE certificate accredited by SANAS
16	☒	Bidders must submit COIDA
17	☐	Specify other responsiveness criteria
18	☐	Specify other responsiveness criteria

4.3. Indicate administrative requirements applicable for specific goals, Tenderers will not be required to submit the below document if not provided in the original tender proposals, Failure to comply with the criteria stated hereunder shall result in the tenderer not allocated points for specific goals.

1	☒	Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
2	☒	A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Certificate issued by a SANAS accredited service provider

5. METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS:



5.1. For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable.

Table 1

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	- Official Municipal Rates Statement which is in the name of the bidder. Or - Any account or statement which is in the name of the bidder. Or - Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or - Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	- SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and - Medical Certificate indicating that the disability is permanent. Or - South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or National Council for Persons with Physical Disability in South Africa registration (NCPDSA).



5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
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8.2. For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 2 below are applicable.

NB. The use of one of goal numbers' 4 or 5 is mandatory. The BSC must select either one of the two, but not both.

Table 2

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	- Official Municipal Rates Statement which is in the name of the bidder. Or - Any account or statement which is in the name of the bidder. Or - Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or - Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (mandatory)	2	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4. ☐	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	- SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and - Medical Certificate indicating that the disability is permanent.

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

5. ☐	OR			Or South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).
		An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

Black people mean Africans, Coloureds and Indians, who - (a) are citizens of the Republic of South Africa by birth or descent; or (b) became citizens of the Republic of South Africa by naturalisation - (i) before 27 April 1994; or (ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date. (BROAD-BASED BLACK ECONOMIC EMPOWERMENT ACT No 25899, 2003 of 9 JANUARY 2004).

6. BID EVALUATION METHOD

This bid will be evaluated according to the preferential procurement model in the PPPFA: (Tick applicable preference point scoring system)

☒ 80/20 Preference points scoring system	☐ 90/10 Preference points scoring system	☐ Either 80/20 or 90/10 Preference points scoring system
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In case where below/above R 50 000 000 is selected, the lowest acceptable tender will be used to determine the applicable preference point system.

7. ELIGIBILITY IN RESPECT OF RISK TO THE EMPLOYER:

Standard risk management assessment criteria in respect of tenders received for routine projects in the engineering and construction works environments:

Tender offers will be evaluated by an Evaluation Committee based on the technical and commercial risk criteria listed hereunder. Each criterion carries the same weight / importance and will be evaluated individually based on reports presented to the Bid Evaluation Committee by the Professional Team appointed on the project. A tender offer will be declared non-responsive and removed from any further evaluation if any one criterion is found to present an unacceptable risk to the Employer.

In order for the evaluation reports to be prepared by the Professional Team, the Tenderer is obliged to provide comprehensive information on form DPW-09 (EC). Failure to complete the said form will cause the tender to be declared non-responsive and removed from any further consideration. The Employer reserves the right to request additional information over and above that which is provided by the Tenderer on said form. The information must be provided by the Tenderer within the stipulated time as determined by the Bid Evaluation Committee, failing which the tender offer will *mutatis mutandis* be declared non-responsive.

7.1 Technical risks:

Criterion 1: Experience on comparable projects during the past specify period between 5 and 10 years.

The tendering Service Provider's experience on comparable projects during the past specify period between 5 and 10 years. The number of current and previous comparable projects performed by the Tenderer as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer will be *mutatis mutandis* declared non-responsive.

Aspects to be regarded as "comparable" includes (but may be extended according to circumstances): size of projects (measured against monetary value or other project quantifying parameters), nature of projects (building, engineering, high/low rise, etc.), locality/area of execution (site-specific influences, knowledge of local conditions, etc.), complexity of project, projects for similar client department irrespective of end purpose of buildings/facilities created or in progress of being created and time scales of projects (normal, fast track, etc.) and stage of its/their development.

Criterion 2: Contractual commitment and quality of performance on comparable projects during the past specify period between 5 and 10 years.

Adherence to contractual commitments and quality of performance of comparable current and previous projects performed by the Tenderer during the past specify period between 5 and 10 years as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer be *mutatis mutandis* declared non-responsive.

Aspects to be considered include, but are not limited to the following:

1. The level of progress on current projects in relation to the project programme or, if such is not available/applicable, to the contractual construction period in general;
2. The degree to which previous projects have been completed within the contractual completion periods and/or extensions thereto, and the extend of penalties imposed;
3. Project performance: time management & programming of works, timeous ordering of materials and appointment of subcontractors;
4. Financial management: payment to suppliers and cash flow problems;
5. Quality of workmanship: extent of reworks and timeous attention to remedial works;
6. Personnel resources: suitably qualified and experienced, turnover in site staff and labour force, specifically site manager and foreman;
7. Personnel management: extent of labour disputes and ability to resolving labour disputes amicably;
8. Sub-contractors: extent of turnover in subcontractors, general liaison and payment problems experienced;
9. Contract administration: contractual aspects such as complying to laws and regulations, insurances, security, submission of required documentation timeously, reaction to written contract instructions, appointments of subcontractors, etc. as can generally be expected in standard/normal conditions of contract.
10. Health & Safety: adherence to regulations and compliance, and number of transgressions & serious incidents.
11. Plant & equipment: sufficient resources on site and in time.
12. Delays: extent of causing delays, submission of claims timeously, and abuse of or exaggerated delay claims.
13. Final account: extent to which the contractor assisted in finalising the final account.

Criterion 3: Suitably qualified and appropriately experienced human resources

Allocation of suitably qualified and appropriately experienced human resources, both in respect of principals and/or other staff (contract manager, site agent, site foreman including other professional, technical and/or administrative) of the tendering Service Provider to the project, as proof that the tendering Service Provider

will be able to react/respond appropriately to the Services required herein. The Company Organogram with CV's and certified ID's of all principals and employed workforce as well as proof of Professional Registration will be verified. Current and future workload of the tenderer in relation to capacity and capability will also be considered. The tenderer should demonstrate that he or she possesses the necessary professional and technical qualifications and -competence in relation to the scope of work and work to be undertaken.

Criterion 4: Attendance of compulsory bid clarification meeting, if applicable

If applicable, submission of confirmation of DPW-16.1 (PSB) attendance of compulsory bid clarification meeting or proof of attending the compulsory virtual meeting by a suitably qualified and experienced representative of the tenderer in terms of PA-04 (EC): Notice and Invitation to Tender.

7.2 Commercial risks:

The financial viability assessment evaluates the risk over the life of the construction period, as to whether the tenderer will be able to deliver the goods and services which are specified in the contract and / or be able to fulfil guarantees or warranties provided for in the contract in order to complete the project successfully for the amount tendered.

Aspects to be considered include but are not limited to, the respective rates tendered, bank rating, financial capability and capacity whether the tenderer has or has access to sufficient financial resources to deliver the goods or services described in the tender documentation (including fulfilling any guarantees or warranty claims), whether the tenderer is not subject to any current or impending legal action (either formal proceedings or notification of legal action) which could impact on the financial standing of the tenderer or the delivery of the goods or services, financial report from auditors as proof of current liquidity, and company or any parent company or investor guarantee/s and financial statements.

8. CONTRACT PARTICIPATION GOAL TARGETS AND CIDB B.U.I.L.D. PROGRAMME

The contractor shall achieve in the performance of the contract the following Contract Participation Goals (CPGs) as described in PG-01.2 (EC): Scope of Work and PG-02.2 (EC): Pricing Assumptions and in accordance with the feasibility study, which forms part of the specifications in the CPG Section of the Specification of this contract.

(a)	Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(b)	Minimum Targeted Local Building Material Suppliers Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(c)	Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(d)	cidb BUILD Programme: Minimum Targeted Enterprise Development Contract Participation Goal in accordance with the cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable

(e)	cidb BUILD Programme: Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 48491 of 28 April 2023 and the cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.– Condition of Contract	Not applicable
(f)	DPWI National Youth Service training and development programme (NYS) – Condition of Contract.	Not applicable
(g)	Labour Intensive Works – Condition of Contract.	Not applicable
(h)	CIDB Standard for Developing Skills through Infrastructure Projects Government Gazette 36760 of 23 August 2023 for official version, June 2020 version 2. www.gpwonline.co.za	Applicable
(i)		Select

9. COLLECTION OF TENDER DOCUMENTS

- ☒ Bid documents are available for free download on e-Tender portal www.etenders.gov.za
- ☒ Alternatively; Bid documents may be collected during working hours at the following address **251 AVN Building, Cnr Andries and Skinner Street, Pretoria**. A non-refundable bid deposit of R 500.00 is payable (cash only) on collection of the bid documents.

10. SITE INSPECTION MEETING

A pre-tender site inspection meeting will **not be** held in respect of this tender.
Attendance of said pre- tender site inspection meeting is **not compulsory**

The particulars for said pre- tender site inspection meeting or virtual bid clarification / site inspection meeting. are:

Venue:	n/a		
Virtual meeting link:	n/a		
Date:	n/a	Starting time:	n/a

11. ENQUIRIES

11.1. Technical enquiries may be addressed to:

DPWI Project Manager	LERATO LEKALAKALA	Telephone no:	012 310 5210
Cellular phone no	060 867 2868	Fax no:	
E-mail	lerato.lekalakala@dpw.gov.za		

11.2. SCM enquiries may be addressed to:

SCM Official	LETLHOGONOLO MOKONO	Telephone no:	0123105209
Cellular phone no	0123105209	Fax no:	
E-mail	letlhogonolo.mokono@dpw.gov.za		

12. DEPOSIT / RETURN OF TENDER DOCUMENTS

Telegraphic, telephonic, telex, facsimile, electronic and / or late tenders will not be accepted.

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

All tenders must be completed in non-erasable ink and submitted on the official forms – (forms not to be re-typed).

Tender documents may be posted to: The Director-General Department of Public Works and Infrastructure Private Bag X i225 Pretoria 0001 Attention: Procurement section: Room G-01	OR	Deposited in the tender box at: DPWI 251 AVN Building CNR Andries and Skinner Street, Pretoria G-01 (Ground floor)
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PA-11: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. BIDDER'S DECLARATION

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest³ in the enterprise, employed by the state?

☐ YES ☐ NO

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

(³) the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

For External Use

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

☐ YES ☐ NO

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

☐ YES ☐ NO

2.3.1 If so, furnish particulars:

.....
.....

3. DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I declare to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 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 consortium⁴ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

⁴ 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.

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".
For External Use





- 3.7 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.

I DECLARE THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

Name of Bidder	Signature	Date	Position

This form is aligned to SBD 4.

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place)

on _____ (date)

RESOLVED that:

- 1 The Enterprise submits a Tender to the Department of Public Works in respect of the following project:

(project description as per Tender Document)

Tender Number: _____ (Tender Number as per Tender Document)

- 2 *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows:

be, and is hereby, authorised to sign the Tender, and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Tender to the Enterprise mentioned above.



	Name	Capacity	Signature
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Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Tendering Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Tendering Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Tendering Enterprise may alternatively appoint a person to sign this document on behalf of the Tendering Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Tendering Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP

PA-15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place)

on _____ (date)

RESOLVED that:

1. The Enterprise submits a Tender, in consortium/joint venture with the following Enterprises:

(list all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the consortium/joint venture)

to the Department of Public Works in respect of the following project:

(project description as per Tender Document)

Tender Number: _____ (Tender Number as per Tender Document)

- 1 *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows:

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

- 2 The Enterprise accept joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
- 3 The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: _____

Postal Code _____

Postal Address: _____

Postal Code _____

Telephone number: _____ Fax number: _____

	Name	Capacity	Signature
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The tendering enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed.

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Tendering Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Tendering Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Tendering Enterprise may alternatively appoint a person to sign this document on behalf of the Tendering Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Tendering Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly tender for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a consortium/joint venture)*

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Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

- A. The above-mentioned Enterprises submit a tender in consortium/joint venture to the Department of Public Works & Infrastructure in respect of the following project:

(project description as per Tender Document)

Tender Number: _____ *(tender number as per Tender Document)*

B.

Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (position in theEnterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the tender to the Enterprises in consortium/joint venture mentioned above.

- C. The Enterprises constituting the consortium/joint venture, notwithstanding its composition, shall conduct all business under the name and style of:

- D. The Enterprises to the consortium/joint venture accept joint and several liability for the due fulfilment of the obligations of the consortium/joint venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.

- E. Any of the Enterprises to the consortium/joint venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days' written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the consortium/joint venture as mentioned under item D above.

- F. No Enterprise to the consortium/joint venture shall, without the prior written consent of the other Enterprises to the consortium/joint venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.

- G. The Enterprises choose as the *domicilium citandi et executandi* of the consortium/joint venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: _____

_____ Postal Code _____

Postal Address: _____

_____ Postal Code _____

Telephone number _____ Fax number: _____

E-mail address: _____



	Name	Capacity	Signature
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The tendering enterprise hereby absolves the Department of Public Works & Infrastructure from any liability whatsoever that may arise as a result of this document being signed.

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the consortium/joint venture submitting this tender, as named in item 2 of Resolution PA-15.2.
3. Should the number of the Duly Authorised Representatives of the Legal Entities joining forces in this tender exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.
4. Resolution PA-15.2, duly completed and signed, from the separate Enterprises who participate in this consortium/joint venture, must be attached to this Special Resolution (PA-15.3).

DPW-21: RECORD OF ADDENDA TO TENDER DOCUMENTS

Project title:	36 MONTHS TERM CONTRACT:REPAIRS AND MAINTENANCE OF HIGH TENSION OR HIGH VOLTAGE INSTALLATIONS AND INFRASTRUCTURE ON STATE OWNED BUILDING FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE,PRETORIA REGION AREA 4		
Tender / Quotation no:	PT24/045	Reference no:	If applicable

1. I / We confirm that the following communications received from the Department of Public Works before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: *(Attach additional pages if more space is required)*

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Name of Tenderer	Signature	Date

2. I / We confirm that no communications were received from the Department of Public Works before the submission of this tender offer, amending the tender documents.

Name of Tenderer	Signature	Date



PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL

PROCUREMENT

Tender Number: PT24/045

Name of Tenderer

☐ EME² ☐ QSE³ ☐ Non EME/QSE (tick applicable box)

1. LIST ALL PROPRIETORS, MEMBERS OR SHAREHOLDERS BY NAME, IDENTITY NUMBER, CITIZENSHIP AND DESIGNATED GROUPS.

Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in rural / under developed area/township	Indicate if military veteran
1.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
2.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
3.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
4.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
5.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
6.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
7.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
8.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
9.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
10.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No

Where Owners are themselves a Company, Close Corporation, Partnership etc., identify the ownership of the Holding Company, together with Registration number
State date of South African citizenship obtained (not applicable to persons born in South Africa)

² EME: Exempted Micro Enterprise

³ QSE: Qualifying Small Business Enterprise

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36 MONTHS TERM CONTRACT:REPAIRS AND MAINTENANCE OF HIGH TENSION OR HIGH VOLTAGE INSTALLATIONS AND INFRASTRUCTURE ON STATE OWNED BUILDING FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE,PRETORIA REGION AREA 4

1. DECLARATION:

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the Tenderer, hereby confirms that:

- 1 The information and particulars contained in this Affidavit are true and correct in all respects;
- 2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), the Preferential Procurement Regulations, 2022, National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;
- 3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;
- 4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;
- 5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

Signed by the Tenderer

Name of representative	Signature	Date

DPW-09 PARTICULARS OF TENDERER'S PROJECTS

Project title:	36 MONTHS TERM CONTRACT:REPAIRS AND MAINTENANCE OF HIGH TENSION OR HIGH VOLTAGE INSTALLATIONS AND INFRASTRUCTURE ON STATE OWNED BUILDING FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE,PRETORIA REGION AREA 4		
Tender / Quotation no:	PT24/045	Closing date: Wednesday, 29 January 2025	Time: 11H00

Note: The Tenderer is required to furnish the following particulars and to attach additional pages if more space is required.

1. PARTICULARS OF THE TENDERER'S CURRENT AND PREVIOUS COMMITMENTS

1.1. Current projects

Projects currently engaged in	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum of Project	Scope of Services (Work stages appointed for – eg 1 to 6)	Work stages completed	Work stages in progress
1.						
2.						
3.						
4.						
5.						
6.						
7.						

1.2. Completed projects

Projects completed in the last 5 (five) years		Name of Employer or Representative of Employer	Contact tel. no.	Contract sum of Project	Scope of Services (Work stages appointed for – eg 1 to 6)	Date of appointment	Date of completion
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							

Name of Tenderer		Signature	Date



PA-16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 Preference Points System to be applied

☒ The applicable preference point system for this tender is the **80/20** preference point system.

1.3 Points for this tender shall be awarded for:

1.3.1 Price: Maximum 80 points

1.3.2 Specific Goals: Maximum 20 points

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

Preference Points System to be applied	80/20
PRICE	80
SPECIFIC GOALS	20
Total points for Price and Specific Goals	100

1.5 Breakdown Allocation of Specific Goals Points

1.5.1 For procurement transactions with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals as listed in the table below are applicable:

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE or any entity which is at least 51% owned by black people	10	• SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	• Official Municipal Rates Statement which is in the name of the bidder. - Or • Any Account or statement which is in the name of the Bidder. - Or • Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.



Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
			Or
3.	An EME or QSE or any entity which is at least 51% owned by black women	4	- Lease Agreement which is in the name of the bidder. - SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability	2	- SANAS Accredited BBBEE Certificate or sworn affidavit where applicable. - and - Medical Certificate indicating that the disability is permanent - or - South African Social Security Agency (SASSA) registration indicating that the disability is permanent - Or - National Council for Persons with Physical Disability in South Africa registration (NCPDSA)
5.	An EME or QSE or any entity which is at least 51% owned by black youth	2	ID Copy and SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.

- 1.6 Failure on the part of the tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals, if the service provider/ tenderer did not submit proof or documentation required to claim for specific goals will be interpreted to mean that preference points for specific goals are not claimed.
- 1.7 The organ of state reserves the right to require of a service provider/tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1. THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 or 90/10

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

Where

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{min} = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or 90/10

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

Where

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1,2 and 3 above as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) 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,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. An EME or QSE or any entity which is at least 51% owned by Historically Disadvantaged Individuals (HDI)	10	
2. Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	
3. An EME or QSE or any entity which is at least 51% owned by women	4	
4. An EME or QSE or any entity which is at least 51% owned by people with disability	2	
5. An EME or QSE or any entity which is at least 51% owned by youth.*	2	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering 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) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

.....SIGNATURE(S) OF TENDERER(S) SURNAME AND NAME: DATE: ADDRESS:

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL

This affidavit **must not** be used for Construction/ CIDB related projects/ services

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner (**Select one**) of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Construction Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black Designated Groups"	"Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"



3. I hereby declare under Oath that:

- ☐ The Enterprise is _____ % Black Owned using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- ☐ The Enterprise is _____ % Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- ☐ The Enterprise is _____ % Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- ☐ Black Designated Group Owned % Breakdown as per the definition stated above:

- Black Youth % = _____ %
- Black Disabled % = _____ %
- Black Unemployed % = _____ %
- Black People living in Rural areas % = _____ %
- Black Military Veterans % = _____ %

☐ Based on the Audited Financial Statements/Financial Statements and other information available on the latest financial year-end of _____ / _____ / _____ the annual Total
Date/ month / year

Revenue was R10, 000,000.00 (Ten Million Rands) or less

☐ Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

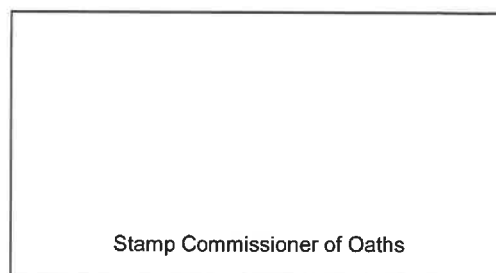
100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature _____

Date: _____

Commissioner of Oaths
Signature & stamp



SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL

This affidavit **must not** be used for Construction/ CIDB related projects/ services

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner (**Select one**) of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Construction Business:	
Definition of “Black People”	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”
Definition of “Black Designated Groups”	“Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”

I hereby declare under Oath that:

- ☐ The Enterprise is _____% Black Owned using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- ☐ The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- ☐ The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- ☐ Black Designated Group Owned % Breakdown as per the definition stated above:

- Black Youth % = _____%
- Black Disabled % = _____%
- Black Unemployed % = _____%
- Black People living in Rural areas % = _____%
- Black Military Veterans % = _____%

☐ Based on the Audited Financial Statements/ Financial Statements and other information available on the latest financial year-end of _____ / _____ / _____
Day/ month / year

(the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),

☐ Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

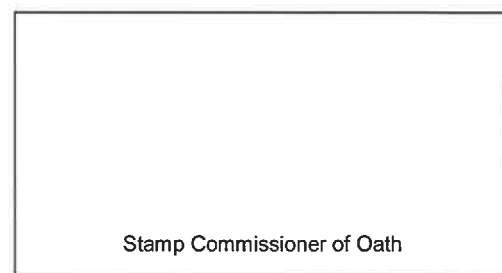
100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	

3. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
4. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature _____

Date: _____

 Commissioner of Oaths
 Signature & stamp



B-BBEE EXEMPTED AFFIDAVIT FOR EXEMPTED MICRO ENTERPRISES (ISSUED IN TERMS OF THE AMENDED CONSTRUCTION SECTOR CODE)

(Gazette Vol. 630 No. 41287)
 Issued in terms of paragraph 3.6.2.4.1 (B)

I, the undersigned,

This affidavit
must be used
 for Construction/
 CIDB related
 projects/ service
only

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

- 1) The contents of this statement are to the best of my knowledge a true reflection of the facts.
- 2) I am a Member / Director / Owner of the following enterprise and am duly authorized to act on its behalf:

Enterprise Name:			
Trading Name (If Applicable):			
Registration Number:			
Enterprise Physical Address:			
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):			
Nature of Construction Business:	BEP (Built Environment Professional)	Contractor	Supplier
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – who are citizens of the Republic of South Africa by birth or descent; or who became citizens of the Republic of South Africa by naturalization before 27 April 1994; or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"		
Definition of "Black Designated Groups"	"Black Designated Groups" means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"		

3) I hereby declare under Oath that as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- The Enterprise is _____ % Black Owned
- The Enterprise is _____ % Black Female Owned
- The Enterprise is _____ % Owned by Black Designated Group (provide Black Designated Group Breakdown below as per the definition in the table above)

- o Black Youth % _____ %
- o Black Disabled % _____ %
- o Black Unemployed % _____ %

- o Black People living in Rural areas % _____ %
- o Black Military Veterans % _____ %

4) Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____ / _____ / _____, the annual Total Revenue was less than the applicable amount confirmed by ticking the applicable box below.

BEP	R1.8 million	
Contractor	R3.0 million	
Supplier	R3.0 million	

If the turnover exceeds the applicable amount in the table above then this affidavit is no longer applicable and an EME certificate must be obtained from a rating agency accredited by SANAS or when applicable a B-BBEE Verification Professional Regulator appointed by the Minister of Trade and Industry.

- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box below.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
At least 30% Black Owned	Level Four (100% B-BBEE procurement recognition level)	
Less than 30% Black Owned	Level Five (80% B-BBEE procurement recognition level)	

5) I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

6) The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature _____

Date: _____

 Commissioner of Oaths
 Signature & stamp



Stamp Commissioner of Oath



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

BID

FOR THE

REPAIRS AND MAINTENANCE OF HIGH TENSION OR HIGH

VOLTAGE INSTALLATIONS AND INFRASTRUCTURE FOR THE

DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE.

FOR 36 MONTHS

WITHIN

PRETORIA REGIONAL OFFICE JURISDICTION

IN THE

GAUTENG PROVINCE

AREA FOUR (4)

BID NO:

NAME OF BIDDER:

OFFICE OF THE REGIONAL MANAGER
DEPARTMENT OF PUBLIC WORKS
251 NANA SITA STREET
PRETORIA
0001



ACKNOWLEDGEMENT OF RECEIPT OF OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

**PROJECT: REPAIRS AND MAINTENANCE OF HIGH TENSION OR HIGH
VOLTAGE INSTALLATIONS AND INFRASTRUCTURE FOR THE
DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR 36
MONTHS: AREA – FOUR (4)**

I,, the
undersigned, herewith acknowledges receipt of the Occupational Health
and Safety Specification as bound-in, in the tender document on behalf
of

.....

.....

Address:

.....

.....

.....

Postal Code:

Signed:

Date:



SCOPE OF WORK

SPECIAL CONDITIONS OF CONTRACT

1. CONTRACT PERIOD, RENEWAL AND TARIFF ADJUSTMENT

- 1.1 This Contract shall be valid for a period of thirty-six (36) months commencing from the date of the letter of acceptance (DPW07EC) of this Bid and may be extended for a further period not exceeding twelve (12) months, on the same conditions contained herein. If NO written extension is given the contract will conclude.
- 1.2 This is a fixed rate scheduled priced contract and no price adjustment of whatever nature, except for the reduction or increase in the Value-Added Tax, shall be applicable to this contract.
- 1.3 Should the Contract be renewed for a further period of 12 months the same conditions contained herein shall apply.
- 1.3 Notwithstanding any other provision to the contrary contained herein, the Department reserves the right to terminate this contract upon thirty (30) days written notice to the Bidder, should it no longer require the services being rendered hereunder, without attracting any liability or incurring any penalty in respect of such early termination.

2. THE BID DOCUMENT

- 2.1 The pages of this Bid document are numbered consecutively. The Bidder shall, before submitting his Bid, check the number of the pages and should any be missing or duplicated, or the reproduction be indistinct, or if any doubt exists as to the full intent or meaning of any description, or if this Bid document contains any obvious errors, the Bidder shall obtain a directive, in writing, from the Department.
- 2.1.1 The text of this Bid document and other documents, as prepared by the Department, shall be adhered to and no alteration, erasure, omission or addition thereto by the Bidder will be recognised.

3. INTERPRETATION AND DEFINITIONS OF BID DOCUMENT

In the event of any dispute arising regarding this contract, the matter shall be referred by the Department of Public Works to the State Tender Board, whose decision shall be final. The Bidder shall not delay the execution of any work pending such decision. The Department of Public Works shall incur no personal liability in respect of any matter arising out of the contract or incidental thereto.

- | | | |
|-----|------------------------|--|
| 3.1 | Unit: | The unit of measurement for each item. |
| 3.2 | Quantity: | The provisional number of items. |
| 3.3 | Rate: | The agreed unit rate per item. |
| 3.4 | Plant & Equipment | Scaffolding, cherry picker trucks, earthmoving equipment, etc. |
| 3.5 | Call- out (assessment) | First visit to site after receiving a complaint and will include labour and all related cost assessing the job. |
| 3.6 | Client Department | All other government departments, i.e. SA Police Service, Correctional and Justice Department, SA Defence and Others, hereafter referred to as "User Department" |



4. DOCUMENTS

Should there be any discrepancy between these Special Conditions of Contract and the Conditions of Contract (PA 10 FM), the former shall take preference.

The following documents shall be read in conjunction with this tender:

- 4.1 Occupational Health Safety Act: Act No. 85 of 1993.
- 4.2 Municipal By-laws and any special requirements of the Local Authority.
- 4.3 Standard Specification for Central Heating Installations Issue X January 1982.
- 4.4 Standard Specification for Air-conditioning and Ventilation Installations Issue XI, 1994.
- 4.5 Standard specification for Refrigeration Installations Issue VI 1984.
- 4.6 Standard Specification for Steam Boilers Issue VII, 1995.
- 4.7 Standard Specification for the Electrical Equipment and Installations for Mechanical Services Issue VIII December 1984.
- 4.8 The S.A. Bureau of Standards Codes of Practice S.A.B.S. 0400 of 1990, - S.A.B.S. 0105 and SANS 10142-1: 2003 (all as amended).
- 4.9 The latest Automatic Sprinkler Investigation Bureau Rules.
- 4.10 The Local Municipal Gas Regulations.
- 4.11 Conditions of Tender: Form PA 10 FM.
- 4.12 Tenderers Additional Particulars.
- 4.13 All Sections of, and Addenda to, the Specification.

The Bidder shall study these documents and acquaint himself with the contents thereof, **BEFORE SUBMITTING THE BID DOCUMENT** as no claims in this regard will be entertained.

5. PROVISIONAL QUANTITIES

All quantities in this Bid document are provisional and inserted in order to obtain competitive Bids. The Department reserves the right to increase or decrease quantities during the progress of the contract and such increases or decreases shall not alter the tariffs for any item. Payment shall be as set out in clauses herein.

6. SCOPE OF CONTRACT

This tender involves maintenance work at complexes occupied by various user Departments, namely official quarters, living quarters and messes in military, correctional services and police bases, state buildings, state housing, etc. as well as certain hired buildings and structures falling under the control of the Department or other departments hereafter referred to as "User" Departments as listed in the Complex Schedule and which fall under the control of the Department of Public Works.

It is a specific condition of the contract that all new work or additions of any nature whatsoever are excluded. The Department of Public Works will have the right however, to enter into new contracts for major Repairs and Renovations and New Works in any complex or building covered in the area of this contract, which will then exclude day to day maintenance for the duration of this new contract.

6.1 SERVICES APPLICABLE TO THIS TENDER



Work undertaken under this tender consists primarily of the maintenance of all high voltage (H.V) reticulation installations as well as security, area, and streetlight installations and includes:

- (a) The tracing (detection) and exposing of H.V. cable faults.
- (b) The repairs, testing and commissioning of H.V. cable faults.
- (c) The tracing, repairs and commissioning of faults on H.V. overhead reticulation systems.
- (d) The repairs of HT Circuit breaker and or switch-disconnectors (Isolators)
- (e) The maintenance of substations infrastructure.

6.2 WORK EXPLICITLY EXCLUDED FROM THIS CONTRACT

The contractor shall under no circumstances undertake work of any nature, related to or in connection with work described below, but will be allowed to engage with specialist contractors related to such services on exceptional instruction by The Department Representative:

- (a) Lift and escalator installations.
- (b) Intruder alarm and security systems.
- (c) All low voltage reticulation networks.
- (d) All standby generating sets.
- (e) All UPS installations.
- (f) TV and TV antenna installations.
- (g) All new work or additions of any nature whatsoever. The Department of Public Works will have the right however, to enter into new contracts for major Repairs and Renovations and New Works in any complex or building covered in the area of this contract, which will then exclude day to day maintenance for the duration of this new contract.

6.2 The Department of Public Works reserves the right to enter into new contracts for major Repairs and Renovations, Capital Works or any other maintenance or repair works in any complex or building covered in the area of this contract. The work included in such new contracts will automatically be excluded from the contract.

6.3 The Department intends appointing one successful Service Provider per area.

6.4 The Department reserves the right if required to employ any other contractor for any project in any region or area. The Department reserves the right to allocate works/projects/orders to successful Bidders in any area with the aim to spread the assignments between them. Thus the successful tenderer do not have the right to all projects/works/orders in the region it bid for.

6.5 The Department will not appoint the same Service Provider for more than one area per discipline. This will be done in the interest of spreading work between more Service Providers. The Department will



only appoint the same Service Provider with more than one area per discipline in the cases where there is a shortfall of successful bidders in the area and within the estimate Price range for the area Bided.

- 6.6 All Bids will be Evaluated, Scored, the Highest scoring Bidder will be awarded 1(one) area and preference will be given to the Bidder based in the Area bided and limited to 1 (One) area per Bidder.
- 6.7 When a contractor is the lowest price and highest scoring bidder in all areas the first area will be recommended to that Bidder, must be based in the area, the next lowest price and highest scoring bidder will be recommended for the next area but must be based in the area and so on.
- 6.8 Sound commercial principles will underlie all transactions. There will not compromise on quality, delivery, service, SHE or any other commercial or technical requirements. The cost of preferential procurement must not exceed 20% of the market range (Average of all Bids received) for transactions below 50M or 11% for transactions above 50M.
- 6.9 Estimated quantities given cannot be guaranteed to be entrusted to the Bidder to whom this contract has been awarded.
- 6.10 The Bidder shall supply all consumable material such as oils, grease, waste, hacksaw blades, welding rods, insulation tape, cleaning materials and chemicals etc. necessary for the proper performance of the repairs. **No claims for consumable material will be accepted.**
- 6.11 Where repairs are required to specialized items of equipment the Bidder shall arrange for such work to be carried out by specialists approved by the Department. Should the Contractor wish to make use of Sub-contractors, he shall apply to the Department for written approval before he makes use of their services.

7. VALUE ADDED TAX

All rates and prices entered in this tender document must be Nett, i.e. exclusive of Value Added Tax (VAT). VAT must be calculated and added to the total value of all the items in the Schedules as reflected in the Summary.

8. RATES and PRICES

- 8.1.1 All rates tendered by the Bidder for items in this document shall include for additional costs, if any that may occur as a result of these Special Conditions of Contract as well as for the supply of normal equipment and everything necessary for the proper performance of the work. Estimated quantities given cannot be guaranteed to be entrusted to the Bidder to whom this contract has been awarded.
- 8.1.2 Actual rates entered into the Schedule of Quantities shall be representative of the actual cost involved in the execution thereof plus a reasonable mark-up and should be valid whether the work associated therewith will be carried out once only or more frequently, costing to include the possibility that the emergency work to go into overtime as this cannot be claimed later.
- 8.1.3 Must allow for the removal of the existing defective item or part, and for supply and fixing of the new items inclusive of material, labour, waste, transport, all expendable material such as oil, grease and cleaning material and equipment, profit, attendance, overheads, compliance with the Occupational Health and Safety Act and Construction Regulations and any other costs associated with the successful execution of the required work.
- 8.1.4 An allowance for site assessment is made in the pricing schedules. The site assessment fee makes provision for the Bidder's time on site to assess the job before commencing with any repair work. Only one site assessment fee can only be charged per callout. The site assessment fee will only be considered for payment provided the Bidder sent a quotation/estimate and detailed pictures taken on



site as an evidence that they have done an assessment. No site assessment fee can be charged for services to equipment or replacement of equipment. The fee will be an all-inclusive tariff for travelling cost and time to site and time spent on site assessing the job.

- 8.1.5 Term contract rates shall remain fixed for the duration of the Term Contract and for any term to which the contract may be extended, no price adjustments shall be allowed except for the increase in VAT.
- 8.1.6 The prices and rates to be inserted in the Schedule of Rates are to be the actual cost for the work carried out and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the Bid document is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
- 8.1.7 There are no P&Gs, escalation or variation orders as this is applicable under Projects.
- 8.1.8 This is purely a maintenance term contract valid for three years only.
- 8.1.9 As this is day to day maintenance, unplanned and unpredictable the offer of acceptance is therefore an estimate and will vary, meaning that the collective pay-outs at the end of the three year, it may exceed or be less than the offered amount on the Bid.
- 8.1.10 National Department of Public Works Regional Office Pretoria cannot be held accountable should the total pay-out at the end of the term contract be less than the form of offer of acceptance.
- 8.1.11 The text of this BID document and other documents as prepared by the Department shall be adhered to and no alteration, erasure, omission or addition thereto by the Bidder shall be accepted.

The Department reserves the right to disqualify bid offers which incorporate unit rates that are non-market related, nominal and nil or unbalanced.

All items to be priced in the price Bill and to be of a competitive price.

NOTE:

Once rates are calculated and found that calculation error has been made whatsoever the Department will not give you the opportunity to rectify this error and will disqualify the Bid (Schedule or Non-Schedule) No unauthorized amendment shall be made to the Schedule of Rates or any part of the Pricing Data. If such amendment is made or if the Schedule of Rates is not properly completed, the tender will be rejected.

9. TRANSPORT COSTS

- 9.1 Transport costs will be running cost per kilometer as well the travelling time from the core town as indicated in the Area List.
- 9.2 To restrict unnecessary travelling over long distances, depending on the size of the job, the contractor will ensure that a full day labor are spend to complete the work. Furthermore, the labor on site claimed for shall be reasonable and justified.

(In areas of Doubt the Department reserves the right to obtain information from other source / sources, in order to satisfy the time claimed by the Bidder is justified)

Referred to in Schedule 3, shall deemed to be:

- 1. Travelling time / hour
- 2. Travelling cost / km

That will be for artisans, assistants and driver, as well as overheads and profit.

Distances travelled in accordance with time travelled, will be calculated from the

Core



Centre Town for this area, which will be **Pretoria Central Post Office**. (In areas of Doubt the Department reserves the right to obtained information from other source / sources, in order to satisfy the time claimed by the service provider is justified)

10. ACCESS TO PREMISES

- 10.1 The Bidder undertakes to arrange with the occupants of buildings regarding access to the premises in order to execute the required repairs.
- 10.2 Take adequate precautions to prevent damage to buildings, to fittings and furnishing inside the premises and elsewhere on the site.
- 10.3 Accept liability and to indemnify the Department against any claims whatsoever arising from his conduct and/or the conduct of his employees.
- 10.4 Safeguard all his employees in accordance with the regulations of the Unemployment Insurance Act 1966, (Act No. 30 of 1966) and any amendments thereof.
- 10.5 Comply with all By-laws and requirements of the Local Authority.
- 10.6 Carry out repairs during normal working hours and emergency repairs during weekend and public holidays when required.

11. ACCESS CARDS TO SECURITY AREAS

- 11.1 Should the work fall within a security area, the Bidder shall obtain, either from the S.A. National Defence Force, S.A. Police or User Department, access cards for his personnel and employees who work within such an area.
- 11.2 The Bidder shall comply with any regulations or instructions issued from time to time, concerning the safety of persons and property, by the S.A. National Defence Force, Correctional Services, S.A. Police Service, Prestige or Ministerial complexes.

Only RSA identity documents will be accepted on site.

12. SECURITY CHECK ON PERSONNEL

- 12.1 The Department or the Chief of the S.A. National Defence Force, or the Commissioner of the S.A. Police Service may require the Bidder to have his personnel or a certain number of them security classified.
- 12.2 In the event of either the Department, the Chief of S.A. National Defence Force or the Commissioner of the S.A. Police Service requesting the removal of a person or persons from the site for security reasons, the Bidder shall do so forthwith and the Bidder shall thereafter ensure that such person or persons are denied access to the site and/or to any documents or information relating to the work.

13. TRAINED STAFF

- 13.1 The Bidder shall use competent trained staff directly employed and supervised by himself.



13.2 Bidders shall satisfy the Department in all respects that their Electricians/Technicians are suitably qualified to carry out the specified repairs covered by this contract.

13.3 Bidders are to note that the equipment to be repaired under this contract is of utmost strategic importance to the Department and full proof of the Bidders ability to satisfactorily perform the repairs and servicing is necessary. The Bidder's premises will be inspected for plant, equipment and general good management before contracts are awarded.

14. DRESS CODE

The following dress code must be adhered to at all times by all workers:

- 14.1 Workers must have a COMPANY WORK SUIT with the company logo on it.
- 14.2 Must have clear identification tags with name number and a photograph openly displayed with the company logo as background.
- 14.3 The dress code must adhere to the OHSA in terms of protection for all workers for this particular service.
- 14.4 Failure to adhere to the above criteria will result in the workers not gaining entry to any site for this particular service

15. MATERIAL OF EQUAL QUALITY

- 15.1 New parts, components and material used shall be of equal specification and shall match the existing item that is being replaced. Only genuine parts are acceptable to the Department and the use of pirate parts will not be allowed. New parts, components and material shall conform to SANS 9001.
- 15.2 Parts will be installed and connected to the supplier's specification.
- 15.3 The Bidder shall submit to the Department any suppliers or factory guarantee of repaired or replaced components together with his invoice and shall ensure that such guarantees are not jeopardised in any way. All new parts, components and material used in this contract shall be guaranteed for a period of at least 12 months.
- 15.4 The serial numbers of original and new components such as motors, compressors etc., shall be entered on job cards and invoices submitted for payment.
- 15.5 **NOTE:** The Department reserves the right to instruct the Bidder to mark by stencilling or engraving any new part or component of an installation with the complaint number for the repair at his own cost. The marking shall be in a conspicuous place and not spoil the appearance or cause any damage to the part or component.

16. REDUNDANT MATERIAL, RUBBISH AND WASTE

All rubbish and waste shall be removed from the site by the Bidder and the plant rooms shall be kept in a clean and neat condition. The Bidder will be required to submit pictures of the redundant/waste material upon request.



17. FRAUDULENT CONDUCT

Fraudulent conduct shall mean any conduct aimed at obtaining an unjust profit and/or intentional poor quality of work and submitting of inflated, false or incorrect invoices, and any references listed in the National Treasury Regulations.

18. EXECUTION OF REPAIRS

- 18.1 The Contractor shall, in the event of repairs or replacements becoming necessary, submit a Technical report with an estimate of the cost of the work concerned to the Regional Representative and on receipt of instructions to that effect put the work in hand. The technical report must be supported with photos to give an indication of the repairs required **and include a motivation for replacement of parts.**
- 18.2 The sole purpose of the estimate is to determine the magnitude of the repair and shall not be treated as a firm and final price. The Contractor shall be bound to the labour rates and the price per suppliers invoice plus mark-up in the case of non-scheduled items in this contract. Should the Contractor find that the final cost will be higher than the estimated cost, the Contractor shall obtain a written instruction from the Regional Representative before continuing with the work.
- 18.3 The Regional Representative reserves the right to execute such repairs and replacements with his own staff or by any other means.
- 18.4 If the Contractor fails to respond within the time limits as stated above, the Department should have the right to appoint any other third party to do the work without further notification to the Contractor. The additional costs, if any for such work, executed by the third party, will be for the account of the Contractor.

18.4.1 NOTE: RESPONSE TIME:

The Contractor shall commence with repair work within 24 hours after receipt of an instruction and immediately in the case of emergency repairs in accordance with clause 21 of this contract.

19. MANAGEMENT AND EXECUTION OF WORK

The Bidder undertakes to:

- 19.1 Provide the Department with a list of names of his representatives / agents who will be responsible for the management and execution of the work at the individual buildings / areas covered by this contract. **Seven (7) days after letter of acceptance date, failing to do so will be in Breach of the contract and may lead to termination of this contract.**
- 19.2 Arrange with the occupants of buildings regarding access to the premises in order to execute the required service.
- 19.3 Take adequate precautions to prevent damage to buildings, to fittings and furnishing inside the premises and elsewhere on site;
- 19.4 Accept liability and indemnifies the Department against any claims whatsoever arising from his conduct and/or the conduct of his employees.
- 19.5 Safeguard all his employees in accordance with the regulations of the Unemployment Insurance Act



1966, (Act No. 30 of 1966) and any amendments thereof;

- 19.6 Provide qualified artisan(s) to carry out any emergency repair work on a 24 hours basis, including week-ends and public holidays.
- 19.7 Perform maintenance, servicing and repair work during normal working hours and overtime will only be approved as permitted by the Department Representative.
- 19.8 Make suitable arrangements regarding the signing of job cards with the respective client/user departments. It must be noted that no extra time will be allowed or paid for this exercise and NO invoice will be paid without the original required signed documents. It is also required from the Bidder to sign time in and out in register to be found with the User Department on site.
- 19.9 It is strongly recommended to take as many photos necessary of the work in progress and submit with invoicing as supporting evidence of works performed.
- 19.10 It is of the utmost importance that the contractor whilst working or repairing any Works at any of the Air Force Landing strips, the necessary clearance and reflective protection clothing and demarcating is done before any work is commenced and completed.
- 19.11 Only specialized services to be sub-contracted.

20. OFFICIAL INSTRUCTION FOR REPAIRS

- 20.1 An official instruction for each repair shall be issued to the Bidder. *The Bidder may not accept any instruction from the User Department and/or its employer, or enter into any negotiations with the User Department in regard to any work to be done.*
- 20.2 Instructions for repairs may only be issued to Bidders by officials of this Department. For each repair the complaint number issued for that repair as well as details regarding the defects shall be given to the Bidder in writing. If the Bidder has facsimile facilities, the instruction will be faxed or emailed to him. The Bidder shall not proceed with any work without an official instruction.
- 20.3 No payments shall be made for work executed without the necessary written authority.
- 20.4 Payments will be delayed and invoices returned if order numbers and complaint numbers do not appear on invoices submitted for payment.
- 20.5 *The contractor may not proceed with any new repairs unless all invoices pertaining to prior work done to, or in respect of, the same facility/installation/machinery/equipment/ component have been duly submitted to the Department for payment.*

21. EMERGENCY REPAIRS

- 21.1 **For purposes of this Bid document emergency services shall mean work which, in the opinion of the Department, must be carried out without any undue delay, notwithstanding that it may have to be done during normal working hours, Saturday, Sunday and Public Holidays, within time frames as above.**
- 21.2 Emergency repairs after hours may be executed with only receipt of an official complaint ID reference



number and only on the telephonic instruction of the Control Works Manager of this Department.

- 21.3 The Bidder shall however ensure that the official of the User Department signs the job card. The Bidder shall also ensure that he obtains the official instruction from the Department on the following working day. No payment will be made without a complaint number, official instruction and duly completed and signed job card.
- 21.4 Only breakdowns which affect public health or the operation and safety of sensitive equipment (Refrigeration, Fresh Water Pumps, Sewerage Pumps, IT Equipment in Laboratories, Access Control, power failure to complexes and buildings, security related defects, etc.) shall be treated as emergency repairs. Breakdowns involving personal comfort will not be considered as emergency repairs unless authorised as such by the Regional Representative of this Department.

22. JOB CARDS ("M" FORMS) FOR REPAIRS

- 22.1 The Bidder must provide his own supply of Job Cards in accordance with the example included herein.
- 22.2 Job Cards shall be completed in all respects for each and every repair work.
Complete a separate job card for every day the service is rendered. Job cards will indicate "job still in progress" and the final job card will indicate "job completed".
- 22.3 The Job Card must be completed legibly in black ink after completion of each repair.
All columns of section (1) one and (2) two on the job card shall be completed by the Bidder and all un-used portions/lines of section (2) two shall be deleted and counter signed by the responsible representative of the User Department, who will also sign-off the Job Card – Section Three (3) pertains. Black ink shall be used in this regard.
- 22.4 Only the artisan who executed the repair work may sign the job card and submit it to the User Department for signature.
- 22.5 In addition to the Original Completed Job Card submitted with the account, the Bidder must submit a copy of the completed Job Card to the User Department for audit purposes and retain a third copy for his official records.
- 22.6 Failure to comply with the above could delay payment.
- 22.7 In the event where the User Department do not have an official date stamp, the onus is on the Bidder to see that the client sign and date in the allocated block on the job card.
(No job card will be accepted should the above not be completed)
- 22.8 No Photocopied Job Cards will be accepted under any circumstances with invoicing.
- 22.9 Having blank or incomplete Job cards signed by the client departments before or after work is completed is deemed to be of a fraudulent nature and is in breach of this contract and can and will lead to the cancellation of the contract
- 22.10 The Job Card must be signed by the User Department immediately after the work has been completed, not days/weeks/months thereafter.
- 22.11 **NOTE:** All job cards (hours spent) are to be completed on site. The use of correctional fluid will not be allowed on any documentation.



23. SUBMISSION OF SUPPLIER'S INVOICES (NON SCHEDULED REPAIRS)

- 23.1 Bidders shall submit a certified copy of the supplier's tax invoice (SAPS certified), attached to their accounts in respect of non-scheduled items purchased for such repairs.
- 23.2 Descriptions like "1 x compressor" or "1 x wire" are not acceptable and will lead to the delay of payments. The full description that is essential to order such an item from a supplier, i.e. make, model, serial number, size, capacity, etc. shall be listed on the account.
- 23.3 A separate invoice for each repair shall be submitted. Only invoices from registered and approved suppliers/dealers for the respective equipment/items/parts must be supplied.
- 23.4 The suppliers invoice must comply with the following criteria, which will be deemed acceptable to the Department:
- 23.4.1 Must be on a Company Letter Head;
 - 23.4.2 The words 'tax invoice' in a prominent place;
 - 23.4.3 The name, address and registration number of the supplier;
 - 23.4.4 The name and address of the recipient;
 - 23.4.5 An individual serialized invoice number and the date upon which the tax invoice is issued;
 - 23.4.6 Description of the goods or services supplied;
 - 23.4.7 The quantity or volume of the goods or services supplied;
 - 23.4.8 Either-
 - i) The value of the supply, the amount of tax charged and the consideration for the supply; or
 - ii) Where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.

NOTE

- 23.5 Prices must be clear with no corrections; no tippex must be used on any documentation.
- 23.6 The supplier's address and contact details must be clear and current (contactable)
- 23.7 The items listed on the supplier's invoice must be related to the service in question and correlate with items claimed for on job card.
- 23.8 Failure to comply with the above will result in non-payment or a delay to this particular Payment.
- 23.9 The Department has the right to scrutinize all supplier's invoices. Prices for items supplied and services rendered shall be market related.

24. INVOICES FROM BIDDER

- 24.1 Invoices for services rendered, must be accompanied by Job Cards, official instruction and suppliers invoices for material claimed for.



24.2 The following information is required on the layout of an invoice:

- 24.2.1 Invoice must be on company's letterhead;
- 24.2.2 Invoice must be addressed to DPW;
- 24.2.3 Invoice must have invoice date and number;
- 24.2.4 If charge for VAT, invoice must indicate "TAX INVOICE" and company's VAT registration number must appear on invoice;
- 24.2.5 Invoice must indicate,(address) where service was rendered;
- 24.2.6 ID reference and order numbers must appear on invoice;
- 24.2.7 Full description of work been carried out;
- 24.2.8 The name and email address of the respective Works Manager handling the specific service.

24.3 Services to equipment:

- 24.3.1 Services are not compulsory
- 24.3.2 Services can be cancelled at the Department's discretion.
- 24.3.3 Services can only be executed on the receiving of a call centre complaint from the Regional Representative.
- 24.3.4 Services completed without call centre complaint will not be paid by the Department
- 24.3.5 The Department will not pay services requested by our Clients to the Contractor and attended by the Contractor without DPW Official.
- 24.3.6 Where major work, extensive repairs, replacement of equipment or where there is damage to facilities or equipment; the contractor shall include photos of the entire repair process with the invoice that is from the first inspection to the completion of the work.

25. PAYMENT TO CONTRACTORS

- 25.1 Invoices can be submitted weekly or monthly, but it is requested from the Bidders to submit invoices frequently not later than 7 days after completion of a job.
- 25.2 Should the late submitting of invoices frequently occur without valid reason, the Department will have the right to cancel the job request and no payment will be made against such job.
- 25.3 Bidders are also urged to submit all outstanding invoices within six (6) months / **(30 days)** after completion of this contract. **To be awarded a new term contract all outstanding invoices must be submitted. A letter stating that the old term contract has no more invoices due to this Department must be submitted by the contractor.**
- 25.4 The irregular and non-compliant submission of invoices in respect of completed work shall be taken into account in the assessment of a Bidder's overall performance.
- 25.5 Payment of invoices complying with all the requirements will be made within 30 days after official departmental receipt of correct invoices.
- 25.6 **NOTE: Any errors made by the Bidder, intentionally or unintentionally in the compilation of the job cards and for accounts discovered at a later stage, shall be rectified and the over payment recovered by the Department.**

26. PROFIT ON MATERIAL



Percentage mark-up is allowed on non-scheduled material only and shall be the percentage as rated in schedule two. The total discount obtained from the supplier shall be credited to the Department. The percentage mark-up shall then be calculated on the total discount price excluding VAT. The mark-up ceiling shall not exceed 20%.

27. HOURS OF WORK

The Bidder shall undertake to carry out the repair/servicing during normal working hours, **UNLESS PRIOR** arrangements for working outside normal working hours have been requested by the User Department and approved by this Department. Such work done outside normal working hours shall be claimed as per labour scheduled rate in Schedule four, on non-schedule items only.

29. EXECUTION OF WORK BY OTHERS

Although this tender includes day-to-day repairs to all Government Buildings under the jurisdiction of this Department, the respective User Departments who are responsible for minor repairs, reserves the right to carry out such minor repairs by others.

30. RESTRICTION ON THE USE OF LABOUR

- 30.1 Where possible and practical Bidders are to make allowance for on-site training of un-skilled basic mechanical work.
- 30.2 All work on this contract is to be carried out with hand labour where possible by workers recruited from the local area. Wage rates are to be negotiated with the local civics and chiefs of the relevant area (tribal communities).
- 30.3 The Department may request the contractor shall supply a detailed list of all employed casual workers.

31. MARKING OF EQUIPMENT

The Bidder shall permanently mark all new installations serviced under this contract. The number on each installation shall be unique, issued by the Department and stamped on a metal plate and pop riveted to the installation. The marking shall be in a conspicuous position, but shall not deface the appearance of the installation. Where equipment is already marked with inventory numbers, such will be used and recorded.

32. REPORTS

32.1 SUBMISSION OF PROGRESS REPORTS

The Bidder shall be required to provide the Department with a progress report on a weekly basis of all services that are in progress and of those completed. The progress report shall include the status of each job i.e. "completed" or in "progress" as well the completion date or expected completion date and reasons for delay. The progress report can either be submitted individually to each respective Works Manager or as one report with a breakdown highlighting each Works Manager's work. The progress reports must be submitted every Friday or the preceding day if it falls on a public holiday. Job Cards for completed work should also be scanned and emailed to the respective works managers on a weekly basis.



32.2 THE WORK COMPLETION CERTIFICATE

When a job has been completed and invoice not submitted immediately, for no valid reason, a work completion certificate (a copy is attached to this document) shall be completed on site immediately after work has been completed and the client is satisfied. Work Completion Certificates shall be submitted to the respective Works Managers on a weekly basis. **Failure to adhere to this instruction will lead to cancellation of the job request and no claim will be paid.**

33. CALL CENTER

The Department has a call centre in place which deals with all unplanned and terms contracts complaints. These complaints are subjected to close times which are linked to this contracts in respect of the times frames to react to the required service delivery. The successful Bidder shall comply with these times frames and report close calls (service completed) on a weekly basis as above.

IMPORTANT NOTICE

THE SUCCESSFUL BIDDER WILL BE SUBJECTED TO POSITIVE SECURITY CLEARANCE

END OF THE SPECIAL CONDITIONS OF CONTRACT



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Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION



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Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

FOR

ELECTRICAL WORKS IN VARIOUS AREAS AND BUILDINGS

DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE

(Contractor)

Date: October 2025

Contact Person: Kgosi Motsemme

Contact Number: 012 492 3067 / 071 470 6912

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DEPARTMENT OF PUBLIC WORKS

1. REFERENCES

Health and Safety Specification in terms of the requirements of Construction Regulations 2014, Electrical Machinery Regulations and Electrical Installation Regulations, SANS 10142 and all other related standards for electrical work in various site of DPWI including facilities occupied by the client departments

Scope of Work

This document describes the requirements of compliance to which the PRINCIPAL CONTRACTOR / CONTRACTOR is to adhere in relation to the scope of work(s). This document defines the requirement that is to be implemented by the PRINCIPAL CONTRACTOR / CONTRACTOR for the management of Health and Safety on the Department of Public Works and Infrastructure's project.

The scope of work for this projects includes electrical work in various areas and buildings as indicated below amongst others included in the 415 from:

- Installation, repair and maintenance of flood lights and street lights
- Installation, repair and maintenance of overhead supply lines, underground cables,
- Installation, repair and maintenance on metering kiosks, transformers, substations, mini substations and switch gears
- Work on LT and HT voltage supplies
- Electrical installations and maintenance of houses, offices etc.
- Replacement and repair of UPS units
- Replacement of light fitting with energy efficient LED Light
- Replacement of isolators, circuit breakers, surge arresters and wiring
- Cleaning and removal of rubble and duct from substations, mini-sub and UPS rooms
- Fixing of loose power trucking
- Tracing and labelling of cables in and out of the supply systems

The aim of this document is to present the safety aspects that need to be controlled and managed on this project.

- Occupational Health and Safety Act, (Act No. 85 of 1993)
- Compensation for Occupational Injury and Diseases Act.
- Construction Regulations 2014.
- Electrical Installation Regulations
- Electrical Machinery Regulations
- SANS 10142 (LOW VOLTAGE AND HIGH VOLTAGE)

2. DEFINITIONS

The following definitions will apply to the Safety Management Plan, acronyms given hereunder shall apply: to a point of consumption anywhere on the premises, including any article forming part of such an electrical installation irrespective of
"electrical installation" means any machinery, in or on any premises, used for the transmission of electricity from a point of control whether or not it is part of the electrical circuit, but excluding -

- (a) any machinery of the supplier related to the supply of electricity on the premises;
 - (b) any machinery which transmits electrical energy in communication, control circuits, television or radio circuits;
 - (c) an electrical installation on a vehicle, vessel, train or aircraft; and
 - (d) control circuits of 50 V or less between different parts of machinery or system components, forming a unit, that are separately installed and derived from an independent source or an isolating transformer;
- "point of control"** means the point at which an electrical installation on or in any premises can be switched off by a user or lessor from the electricity supplied from the point of supply, or the point at which a particular part of an electrical installation on or in any premises can be switched off where different users occupy different portions of such premises;
- "point of outlet"** means any termination of an electrical installation which has been provided for connecting any electrical machinery without the use of tools;
- "point of consumption"** means any point of outlet or the supply terminals of machinery



which is not connected to a point of outlet and which converts electrical energy to another form of energy: Provided that in the case of machinery which has been installed for any specific purpose as a complete unit, the point of consumption shall be the supply terminals which have been provided on the unit of machinery for that purpose;

"point of supply" means the point at which electricity is supplied to any premises by a supplier;

"supply terminals" in relation to machinery installed as a complete unit, means the terminals or connection clamps on such machinery where the external conductors supplying the machinery with electricity are terminated or connected.

"user", in relation to plant or machinery, means the person who uses plant or machinery for his own benefit or who has the right of control over the use of plant or machinery, but does not include a lessor of, or any person employed in connection with, that plant or machinery;

Hazard Identification and Risk Assessment and Risk Control (HIRA)

Means a documented plan, which identifies hazards, assesses the risks and detailing the control measures and safe working procedures, which are to be used to mitigate and control the occurrence of hazards and risks during construction or operation phases.

Site

Means the area in the possession of the PRINCIPAL CONTRACTOR / CONTRACTOR for the construction of the works. Where there is no demarcated boundary it will include all adjacent areas, which are reasonably required for the activities for the PRINCIPAL CONTRACTOR / CONTRACTOR, and approved for such use by the Engineer and/or Dept. Public Works.

No one must be have access to site before reporting to site office and proper induction be conducted

The Act

Means, unless the context indicates otherwise, the Occupational Health and Safety Act, 1993 (ACT NO. 85 of 1993) and Regulations promulgated there under. (OHSA)

Hazard

Means a source of or exposure to danger (source which may cause injury or damage to persons, or property)

Risk

Means the probability or likelihood that a hazard can result in injury or damage.

PRINCIPAL CONTRACTOR / CONTRACTOR's Responsible Person(s)

Means any person appointed in writing by the PRINCIPAL CONTRACTOR / CONTRACTOR to supervise construction or building work. The appointment shall be as required by the OHSA which shall stipulate health and safety responsibilities, area of responsibility and the proposed duration of the project.

Health and Safety Plan (HSP)

The content of this document which will be made available on site for inspection by a Works Manager, OHS Agent, Client Representative or Department of Employment and Labour health

Health and Safety File

Describes the file holding all records on health and safety for the project, which shall be available at all, times for evaluation, and copy of which will be forwarded to the DEPT OF PUBLIC WORKS upon completion of the project.

3. RESPONSIBILITIES

3.1 OHS Plan

The principal contractor's is to be involved in quotations, project briefings and adjudication for their Sub Contractors and Suppliers relative to Health and safety requirements by compiling a Safety Plan, adapt the Base line risk assessment and OHS specification for inclusion with such documents in safety file. No Contractor or Supplier may commence work unless the OHS Manager DPWI have approved the safety plan specific the all works stated in the scope of work above The PRINCIPAL CONTRACTOR / CONTRACTOR shall define in the Health and Safety Plan, the method of planning to be used on all projects and the procedures to be adhered to.

The Client OHS Agent will be responsible for auditing/inspections and ensuring compliance to legal and other requirements at least monthly. Any instructions given by the Client OHS Agent are to be followed by the Electrical Contractors.

3.2 Assignment of PRINCIPAL CONTRACTOR / CONTRACTOR's Responsible Persons to Supervise Health and Safety on Site

The PRINCIPAL CONTRACTOR / CONTRACTOR shall appoint in writing a Contracts Manager and a Construction Work Supervisor as a minimum prior to commencing work on site and



copies of all the appointment letters of the responsible persons shall be forwarded to the DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE prior commencement of work on site.

3.3 Safety Officer Appointment

The appointment of a full-time Safety Officer registered with SACPCMP is compulsory the name and CV of your appointed Safety Officer be provided to DEPT. PUBLIC WORKS AND INFRASTRUCTURE and his or her SACPCMP professional registration prior work commencing on site. The Safety Officer shall responsible for management of occupational health and safety duties as required by construction regulation 7, which include ensuring that periodic site audits are conducted and all employees on construction site are medical fit to perform their duties the results of which shall be forwarded to DEPT. PUBLIC WORKS or his appointed representative.

3.4 Risk Assessment Competent Person

The PRINCIPAL CONTRACTOR / CONTRACTOR shall appoint a competent person in writing at commencement of the project to control the risk assessment process on site which include identification, analysis, evaluation, documentation mitigation and review

3.5 Competency for PRINCIPAL CONTRACTOR / CONTRACTOR's Responsible Persons

The PRINCIPAL CONTRACTOR / CONTRACTOR shall ensure that all management personnel (responsible for health and safety) are competent and prove of competence is attached in safety file and also be forwarded to DEPT OF PUBLIC WORKS OHS Compliance.

4. IMPLEMENTATION OF THE OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

The PRINCIPAL CONTRACTOR / CONTRACTOR shall ensure that this Health and Safety Specification is implemented by making a safety plan in line with all works on this project and these Health and Safety Plan must be submitted to DEPT. PUBLIC WORKS for approval prior work commencing on site.

5. APPLICATION OF THE HEALTH AND SAFETY SPECIFICATION

5.1 Compensation of Occupational Injuries and Diseases Act, Act No. 130 of 1993 (COIDA)
The PRINCIPAL CONTRACTOR / CONTRACTOR shall ensure a letter of good standing is provided to DEPT. PUBLIC WORKS prior to work commencing on site for reference purposes as proof of good standing.

The PRINCIPAL CONTRACTOR / CONTRACTOR shall ensure all other PRINCIPAL CONTRACTOR / CONTRACTORS appointed also comply with the above requirements defined in the COIDA.

5.2 Occupational Health and Safety Policy

The PRINCIPAL CONTRACTOR / CONTRACTOR'S Health and Safety Policy is to be attached to the Health and Safety Plan for review by DEPT. Public Works.

5.3 Hazard Identification Risk Assessment (HIRA)

The PRINCIPAL CONTRACTOR / CONTRACTOR shall ensure that Hazard Identification Risk Assessment forms the basis of all work to be conducted on site, and a preliminary Task Risk Assessment be submitted for approval to DEPT. PUBLIC WORKS prior to work commencing on site.

All Risk Assessments conducted on site must be forwarded to the DEPT. PUBLIC WORKS for approval.

The PRINCIPAL CONTRACTOR / CONTRACTOR must ensure that training forms part of the HIRA process and proof of training attendance is made available to DEPT. PUBLIC WORKS upon request.

The PRINCIPAL CONTRACTOR / CONTRACTOR shall ensure a HIRA team be established comprising members as follows, but not limited to:

- Health and Safety Representative(s).
- Health and Safety Committee Member(s).
- Management Representative / PRINCIPAL CONTRACTOR / CONTRACTOR.
- Appointed Safety Officer and First Aiders.

Method Statements and Safe Work Procedures must form part of the HIRA Process and must be conducted in conjunction with the HIRA Process described above.

5.4 Health and Safety Committee

The PRINCIPAL CONTRACTOR / CONTRACTOR shall convene a health and safety committee meeting monthly. All members required to be in attendance shall be notified of such



meeting by means of a formal agenda which must be made available to DEPT. PUBLIC WORKS upon request.

The PRINCIPAL CONTRACTOR / CONTRACTOR shall ensure an attendance register and minutes are kept for auditing purposes by DEPT. PUBLIC WORKS. A copy of all minutes must be forwarded to the DEPT. PUBLIC WORKS monthly.

5.5 Health and Safety Training

Training of personnel is a legal requirement and a necessity and is required of the PRINCIPAL CONTRACTOR / CONTRACTOR to provide to DEPT. PUBLIC WORKS a training Matrix which must be included in the Health and Safety Plan to be submitted prior work commencing on site.

Training should include the following but is not limited to:

5.5.1 Induction Training

Induction training must be attended by all PRINCIPAL CONTRACTOR / CONTRACTORS with the DEPT. PUBLIC WORKS which shall be separate to the PRINCIPAL CONTRACTOR / CONTRACTORS own induction training requirement. The PRINCIPAL CONTRACTOR / CONTRACTOR must keep records of all attendees to the induction and provide records of the same during the DEPT. PUBLIC WORKS site audits.

5.5.2 Awareness Training

(Toolbox Talks) Weekly awareness training must be conducted and records of these must be made available to the DEPT. PUBLIC WORKS upon request.

5.5.3 Competency Training identified through the HIRA Process and conducted through this process shall be kept on file as proof of competency and training and must be made available to the DEPT. PUBLIC WORKS upon request. (This shall include operator competency training and assessments)

5.5.4 First Aid and Health & Safety

Representative Training PRINCIPAL CONTRACTOR / CONTRACTORS shall provide proof of competency of all Health and Safety Representatives elected and designated, including first aiders who must be available on site for auditing purposes.

5.6 Record Keeping

The PRINCIPAL CONTRACTOR / CONTRACTOR must ensure that all the Health and Safety records, required by both the Occupational Health and Safety Act, 85 of 1993 and Regulations are kept for reference purposes and auditing by the DEPT. PUBLIC WORKS.

Further to the requirements set out above, the PRINCIPAL CONTRACTOR / CONTRACTOR

must also maintain records that may be defined through the risk assessment process, for auditing purposes.

In accordance with the requirements set out in the Construction Regulations 2014 and the requirement set out in the DEPT. PUBLIC WORKS Specification the PRINCIPAL CONTRACTOR / CONTRACTOR must ensure a copy of all Health and Safety records generated during the course of construction, are handed over to the DEPT. PUBLIC WORKS upon completion of construction.

5.6.1 Statistics

The PRINCIPAL CONTRACTOR / CONTRACTOR must ensure injury and incident records (Near Hits, First Aid, Medical cases, Disabling Lost Time Incidents), training etc. referred to above are kept on site and submitted monthly to DEPT. PUBLIC WORKS. All documents shall be made available to DEPT. PUBLIC WORKS for inspection including the Department of Labour's Inspectors as required by the Occupational Health and Safety Act, 85 of 1993.

5.6.2 General Inspection, Monitoring and Reporting

The PRINCIPAL CONTRACTOR / CONTRACTOR shall comply with the requirements set out by the DEPT. PUBLIC WORKS. The PRINCIPAL CONTRACTOR / CONTRACTOR must provide DEPT. PUBLIC WORKS with a safety management action plan upon which the dates of inspections and training and awareness will be entered, conducted and monitored.

The PRINCIPAL CONTRACTOR / CONTRACTOR shall keep all records of inspections and investigations undertaken during the contract for the specified legal period as defined in the OHS Act and Regulations.

5.6.3 Internal Audits

Internal audits shall be conducted a minimum once per month by DEPT. PUBLIC WORKS or DEPT. PUBLIC WORKS appointed Safety Manager / Officer. The Results shall be tabled and discussed at the Joint Health and Safety Committee meetings. The PRINCIPAL CONTRACTOR / CONTRACTOR must also conduct its own internal audits, the results of which must be submitted to the DEPT. PUBLIC WORKS monthly.

5.7 Penalties

Non-compliance with the DEPT. PUBLIC WORKS safety specifications will result in work stoppages and possible expulsion from site until the problem has been remedied. Costs will be borne by the PRINCIPAL CONTRACTOR / CONTRACTOR.

5.8 Emergency Procedures

The PRINCIPAL CONTRACTOR / CONTRACTOR must make available to the DEPT. PUBLIC



WORKS a detailed Emergency Plan to tie into the evacuation plan already in place on the DEPT. PUBLIC WORKS premises.

5.8.1 First Aid Box and Contents

The PRINCIPAL CONTRACTOR / CONTRACTOR must ensure that all working areas are adequately provided with first aid attendants whether there are fifty (50) employees or less engaged on the contract. The First Aid attendant must be trained in accordance with the requirements set out in the OHSA with a recognised and accredited service provider as defined above. The PRINCIPAL CONTRACTOR / CONTRACTOR must ensure that the first aid box is adequately at all times and is accessible to all. DEPT. PUBLIC WORKS shall inspect the contents of the first aid box and dressing record from time to time.

5.8.2 Accident and Incident Reporting and Investigation

Should an accident or incident occur, the PRINCIPAL CONTRACTOR / CONTRACTOR shall conduct an investigation into the incident. The PRINCIPAL CONTRACTOR / CONTRACTOR must ensure that a competent person be appointed in writing to conduct the said investigation. The procedure to be followed must be in accordance with the OHSA requirement on the Annexure 1 – Recording and Investigation of Incident form.

The PRINCIPAL CONTRACTOR / CONTRACTOR shall ensure that the results of all investigations are communicated to the employees engaged through incident recall and prescribed meetings. The PRINCIPAL CONTRACTOR / CONTRACTOR must ensure that the investigations are kept for record purposes in accordance with the prescribed requirements set out in the OHSA.

Should there be an incident, DEPT. PUBLIC WORKS must be notified within 24-hours, of the occurrence. DEPT. PUBLIC WORKS reserves the right to participate in all investigations into accidents or incidents.

5.9 Hazards and Potentially Hazardous Situations

The PRINCIPAL CONTRACTOR / CONTRACTOR shall ensure that all other PRINCIPAL CONTRACTOR / CONTRACTORS are warned of hazardous or potentially hazardous situations, which may prevent them from effectively performing their duties, which includes the placement of adequate warning signs.

5.10 Personal Protective Equipment and Clothing

The PRINCIPAL CONTRACTOR / CONTRACTOR shall comply with OHSA requirements to provide PPE. The PRINCIPAL CONTRACTOR / CONTRACTOR shall through the HIRA process identify the specific PPE needs per activity and then issue the PPE accordingly. (Reference

to the OHSA General Safety Regulation 2 – Employer to provide Personal Protective Equipment) Should PPE be lost or stolen, then the employee will be issued with a new set of PPE by the PRINCIPAL CONTRACTOR / CONTRACTOR.

The PRINCIPAL CONTRACTOR / CONTRACTOR must ensure adequate training in the use of PPE is provided to all employees, and proof of training shall be kept at the office for auditing purposes.

Overalls and hardhats shall be identifiable. (PRINCIPAL CONTRACTOR / CONTRACTOR different from the PRINCIPAL CONTRACTOR / CONTRACTORS)
PPE must be provided to visitors as well.

5.11 Safety Signage

The PRINCIPAL CONTRACTOR / CONTRACTOR must assess the Health and Safety Signage requirements in conjunction with the HIRA's conducted and place the signage at strategic positions on the site works accordingly. The PRINCIPAL CONTRACTOR / CONTRACTOR shall also maintain the signage to ensure its effectiveness at all times and under all conditions. Signage, which cannot be repaired, must be replaced.

5.12 Permits

No person may do electrical installation work as an electrical contractor unless that person has been registered as an electrical contractor in terms of these Electrical Installation Regulations. No person shall connect or permit the connection of any completed or partially completed electrical installation to the electricity supply unless it has been inspected and tested by a registered person and the certificate of compliance for that electrical installation has been issued: Provided that the supplier may on request connect the supply to electrical installation for the purpose of testing and the completion of electrical certificate of compliance. No person may use components within electrical installation unless they comply with SABS standards. For all additional works or alteration on the electrical installation a new certificate of compliance should be obtained for such work

- The PRINCIPAL CONTRACTOR / CONTRACTOR shall ensure that access to site works is restricted to his/her electrical competent personnel and lockout procedures are adhered to.
- All attempts must be made to restrict spectator access.

5.13 Contractors and Suppliers



The PRINCIPAL CONTRACTOR shall enter into an Agreement with Mandatory in terms of Section 37(2) of the Occupational Health and Safety Act, 85 of 1993, with the DEPT. PUBLIC WORKS and all other CONTRACTOR's appointed by the PRINCIPAL CONTRACTOR.

The PRINCIPAL CONTRACTOR / CONTRACTOR shall also be required to appoint its CONTRACTOR's in accordance with Construction Regulation 5(3)(b).

The PRINCIPAL CONTRACTOR must ensure all other CONTRACTORS are issued with the DEPT. PUBLIC WORKS Safety Specification where reasonably practicable. The PRINCIPAL CONTRACTOR shall assist and ensure CONTRACTORS engaged comply with all of these requirements and adhere to the requirements set out in the OHSA.

PRINCIPAL CONTRACTOR / CONTRACTORS will be stopped from working in the event of unsafe conditions and activities being observed.

6. OCCUPATIONAL HEALTH AND SAFETY PRACTICE AND CONSIDERATIONS

6.1 Alterations, new installations, termination and switching OFF

- Works on this include Installation, repair and maintenance of flood lights and street lights
- Installation, repair and maintenance of overhead supply lines, underground cables,
- Installation, repair and maintenance on metering kiosks, transformers, substations, mini substations and switch gears
- Work on LT and HT voltage supplies
- Electrical installations and maintenance of houses, offices etc.
- Replacement and repair of UPS units
- Replacement of light fitting with energy efficient LED Light
- Replacement of isolators, circuit breakers, surge arresters and wiring
- Cleaning and removal of rubble and duct from substations, mini-substations and UPS rooms

- Fixing of loose power trucking
- Tracing and labelling of cables in and out of the supply systems

Health and safety Considerations: *SANS statutory requirements (SANS 10142), Risk assessments, safe working procedures and method statement, Hand tools safety, PPE and ladders. (Method statement be provided) Formwork designs, competent supervision of electrical work, crane safety requirements and environmental impact*

6.2 Stacking of Materials and Housekeeping

The PRINCIPAL CONTRACTOR / CONTRACTOR must ensure that all stacking will be supervised by a person competent and appointed in writing to supervise over the activities, and that clearly defined and allocated storage areas are provided for and identified, and that materials being stored within this area are stacked in accordance with sound stacking principles of sort-by-sort, access to be maintained, level surface, and the height will not exceed three times the base width.

Housekeeping must also be maintained at all times as this will be inspected and evaluated by the Department of Public Works during monthly audits.

6.3 Scaffolding / Working at heights / Formwork for Structures Fall Protection

Work involving scaffolding and work at heights shall comply with the requirements set out in the OHS Act 85 of 1993 and Construction Regulations 2014 pertaining to these activities with reference to the SANS 10085:1 2004 code of practice.

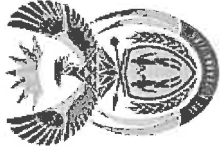
Fall protection planning shall be done in conjunction with the risk assessment process and a **Fall Protection Plan** shall be provided to the DEPT. PUBLIC WORKS for approval prior any work involving work at heights is conducted.

All scaffold shall be erected under the control of a person trained and appointed to conduct such scaffold erection. Deviations found on any scaffolding, will result in the activity being stopped by the DEPT. PUBLIC WORKS until such time as compliance can be achieved.

6.4 Ladders and Ladder Work

The following requirements shall be complied with regarding Ladders and Ladder work:

- Ladders shall be clearly numbered, and inspected on the register provided.
- A competent person shall be identified and appointed as the ladder inspector.



- Where aluminium ladders cannot be used, then wooden ladders shall be straight grained, unpainted to allow for proper inspection of the grain for cracking.
- Ladders shall be secured at the top and choked at the base to prevent slipping.
- Where chocking of the base is not possible, then the user shall ensure that the ladder is held in position by another employee when ascending the ladder.
- Ladders shall be inspected a minimum once per month by the person appointed as the ladder inspector.
- Proper storage shall be provided for all ladders when not in use.

6.5 Portable Electrical Tools / Explosive Power Tools

The PRINCIPAL CONTRACTOR / CONTRACTOR shall ensure the following procedure is adhered to regarding Portable Electrical Tools and Explosive Powered tools:

- Minimum compliance with legislation.
- Only competent persons shall be permitted to conduct routine and monthly inspections on the equipment.
- Persons must be trained to operate such equipment and must be appointed and shall be the only authorised person to operate the equipment.
- The PRINCIPAL CONTRACTOR / CONTRACTOR shall ensure operation of the equipment is in accordance with an approved Risk Assessment and Safe Working Procedure.
- All users shall undergo regular awareness training to ensure compliance.
- The PRINCIPAL CONTRACTOR / CONTRACTOR shall ensure the required PPE and clothing is provided and maintained.

6.6 Public Health and Safety

In the interests of public safety, The PRINCIPAL CONTRACTOR / CONTRACTOR shall ensure that all persons who may be affected by the work being conducted on site are informed and kept aware of the dangers, which may arise from the work being conducted on site. This awareness shall be in the form of posters and inductions for visitors to site and warning signs.

6.7 Night Work

Night work shall only be conducted upon approval of the DEPARTMENT OF PUBLIC WORKS

AND INFRASTRUCTURE and DEPARTMENT OF AGRICULTURE, with the same safety standard being applied for these activities as with day work activities and additional lighting unless is emergency work.

6.8 Facilities for Safe Keeping / eating areas

The PRINCIPAL CONTRACTOR / CONTRACTOR shall ensure that adequate facility is provided for the personnel on site. The area shall be providing the following:

- Sufficient seating;
- Seating under cover;
- Protected change room;
- Toilets.
- Hand wash facility.
- Potable water.

No food preparation shall be permitted on site and designated eating areas will be made to allow adequate seating. Waste bins must be provided with plastic liners and must be strategically placed and cleared regularly.

7. SHER FILE CONTENT CHECK LIST

The Contractor is required by law to keep an OHS file on site, and ensure it is available for audits and inspection purposes. All information required in the specification and OHS plan, for the duration of the Principal Contractor and sub-contractors contract, is to be recorded in the file.

The completed OHS file shall be handed over to the Client at the end of the Principal Contractor's contract



SHER FILE CONTENT DESCRIPTION	CHECK
Site Personnel Detailed list, Organogram, Plus Contacts	
Company OHS Policy, signed by CEO	
Emergency Contact Numbers	
Project Scope of Works	
OHS Specification & Baseline Risk Assessment	
Contractors latest Programme of works	
OHS Plan plus OHS Plan Approval Memorandum	
Workman Compensation COID: Letter of Good Standing	
Public Liability Insurance	
Legal Permits: Notification to Department of Labour/ or Construction Work Permit	
37.2: Contractors Written Agreement	
Detailed List of Sub-Contractors plus Mandatory Agreements between Principal Contractor and Subcontractors	
Certificates of Competencies for all including professional registrations (where applicable)	
Medical Fitness Certificates for all site employees	
Staff List with Copies of valid certified ID/Passport Documents & Work permits	
Client Induction Registers (OHS/Security Risk Control)	
Contractor Induction Registers (OHS/Risk Control)	
Contractors Tools and Equipment Inventory	
OHS Plans: OHS Management System aligned to the OHS Spec to be implemented on site. Include specific operational requirements as stated below.	
Public Safety Plan (Includes Plan for works conducted in occupied Facilities plus the general public)	
On Site Traffic/Pedestrian Movement Plan (Indicate clear route separation of vehicles/pedestrians)	
Fall Protection Plan	
Emergency Plan (Critical: Integration of Contractors Emergency plan with Existing Facility Emergency Plan)	
Construction Vehicles/Mobile Plant Operations/Movement/Maintenance Plan	
Switching and Lock out Procedures (HT and LT)	
UPS Installations Plan and Methodology	
Safe Working Procedures	
Housekeeping and Waste Management plan	
Stacking and Storage plan	
Fire Precautions –Fire Risk Assessment	
Construction Welfare Facilities	



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

BILL OF QUANTITY

[illegible]

ITEM	DESCRIPTION	UNIT	QTY PER YEAR	RATE		YEAR 1 - AMOUNT	RATE		YEAR 2 - AMOUNT	RATE		YEAR 3 - AMOUNT
				YEAR 1			YEAR 2			YEAR 3		
TOTAL BROUGHT FORWARD												
1.5	Meduim Voltage 11 kV Switchgear In Substation											
1.5.1	Collect information and capture on drawing as specified											
1.5.2	Visual inspection as described in the specification	ea	1									
1.5.3	Functional inspection and services as described in the specification	ea	1									
1.5.4	Inspect and collect information on protection devices(Relays) and current transformers(CT) as specified	ea	1									
1.5.5	Perform required tests as specified	ea	1									
1.5.6	Metering Equipment: Ammeters, Voltmeters, Trip counters and consumption meters	ea	1									
1.5.7	Perform tasks as specified											
1.5.7	Check Voltage Transformers(VT) as described in the specification	ea	1									
1.6	Meduim Voltage 11 kV Switchgear In Mini Substations and free standing RMU	ea	1									
1.6.1	Collect information and capture on drawing as specified	ea	1									
1.6.2	Visual inspection as described in the specification	ea	1									
1.6.3	Functional inspection and services as described in the specification	ea	1									
1.7	Transformers: Free standing in Subs, Mini Substations and Pole mounted											
1.7.1	Collect information and capture on drawing as specified	ea	1									
1.7.2	Check, Evaluate, Report and Test as described in the specification	ea	1									
1.7.3	Supply and replace silica jel in breathers for transformers from 50 kVA to 1000 kVA	ea	1									
1.7.4	Supply and replace silica jel breather unit with silica jel included for transformers 50 kVA to 1000 kVA	ea	1									
1.8	Battery Tripping Unit (BTU)											
1.8.1	Collect information and capture on drawing as specified	ea	1									
1.8.2	Evaluate, Service, Repair BTU as specified	ea	1									
1.8.3	Supply, Install and Connect 1.5 V battery cell	ea	1									
TOTAL CARRIED FORWARD												

ITEM	DESCRIPTION	UNIT	QTY PER YEAR	RATE YEAR 1		YEAR 1 - AMOUNT	RATE YEAR 2		YEAR 2 - AMOUNT	RATE YEAR 3		YEAR 3 - AMOUNT
TOTAL BROUGHT FORWARD												
1.9	Transformer Oil (Switchgear and Transformer) Quality control of oil, top-up and refill transformer oil in switchgear and transformer as specified											
1.9.1	Obtain oil samples from equipment and arrange for test and submit results to the department	ea	1									
1.9.2	Purification of oil on site including transport and labour per litre	ea	1									
1.9.3	Supply oil on site including transport and labour per litre, as and when required	ea	1									
1.10.	LV Distribution boards, kiosks and mini- sub LC compartment											
1.10.1	Compile layout drawing of switchgear in LV compartment and DB specify functions of switchgear as specified											
(a)	LV Distribution Board	ea	1									
(b)	LV Kiosk	ea	1									
(c)	Mini-Sub LV compartment	ea	1									
1.10.2	Labeling											
(a)	Verify on site as specified if all equipment and switchgear is labeled and legend cards available at distribution boards. Supply and install labels where necessary according to the department specification	ea	1									
(b)	Label with 8 x 10 mm high letters (White letter on black background)	ea	1									
(c)	Label with 6 x 5 mm high letters (White letter on black background)	ea	1									
1.10.3	Visual inspection as described in the specification	ea	1									
1.10.4	Functional inspection of equipment and switchgear as described in the specification	ea	1									
1.11	Earthing											
1.11.1	Allow for the execution of the evaluation and inspection of earthing as described in the specification	ea	1									
1.11.2	Allow for testing of the earth system as specified	ea	1									
TOTAL CARRIED FORWARD												

ITEM	DESCRIPTION	UNIT	QTY PER YEAR	RATE		YEAR 1 - AMOUNT	RATE		YEAR 2 - AMOUNT	RATE		YEAR 3 - AMOUNT
				YEAR 1			YEAR 2			YEAR 3		
TOTAL BROUGHT FORWARD												
1.12	Underground cable systems											
1.12.1	Identify and evaluate cable routes and identification markers and capture information on drawing as specified	ea	1									
1.12.2	Execute visual inspections and report on the quality of cable terminations and protection as specified	ea	1									
1.12.3	Execute in service evaluation as described in the specification	ea	1									
1.13	Overhead lines											
1.13.1	Identify and evaluate line routes and capture information on drawing as specified	ea	1									
1.13.2	Execute visual inspections and report on the quality of the line as described in the specifications	ea	1									
1.13.3	Execute maintenance as described in the specification	ea	1									
1.13.4	Earthing											
(a)	Allow for the execution of the evaluation of the evaluation and inspection of earthing as described in the specification	ea	1									
(b)	Allow for testing of the earth system as specified	ea	1									
TOTAL CARRIED FORWARD TO SUMMARY PAGE												

ITEM	DESCRIPTION	UNIT	QTY PER YEAR	YEAR 1 - AMOUNT		RATE		YEAR 2 - AMOUNT		RATE		YEAR 3 - AMOUNT	
				RATE	YEAR 1	RATE	YEAR 2	RATE	YEAR 3				
	SCHEDULE NO.2 ELECTRICAL RETICULATIONS: PREVENTATIVE MAINTENANCE: MATERIALS												
2.	Overhead line equipment Materials required to maintain overhead lines and replace damaged equipment												
2.1.1	Replace drop out type fuse links												
(a)	5 Amp	ea	1										
(b)	10 Amp	ea	1										
(c)	15 Amp	ea	1										
(d)	20 Amp	ea	1										
2.1.2	Replace 10m Galvanized Steel Pole including excavation and removal of existing damaged pole, planting of new pole and compact	ea	1										
2.1.3	Replace 10m Wooden Pole including excavation and removal of existing damaged pole, planting of new pole and compact	ea	1										
2.1.4	Replacing of Insulators												
(a)	11/22 kV Pin Insulators	ea	1										
(b)	11/22 kV Disc type strain insulators	ea	1										
2.1.5	Replacing of lightning arrester												
(a)	11/22 kV Lightning Arrester	ea	1										
(b)	400/230 V Lightning Arrester	ea	1										
(c)	D8-LV Clip in Type	ea	1										
(d)	D8/Meter surface mounted type	ea	1										
2.1.6	Supply and install Anchor complete excavation included	ea	1										
2.2	Cable:												
	Materials required to repair, replace or extend underground cable												
2.2.1	Supply and install and joint or terminate the PLC 6.6/11 kV cable												
TOTAL CARRIED FORWARD													

ITEM	DESCRIPTION	UNIT	QTY PER YEAR	YEAR 1 - AMOUNT		RATE		YEAR 2 - AMOUNT		RATE		YEAR 3 - AMOUNT
							YEAR 1		YEAR 2		YEAR 3	
TOTAL BROUGHT FORWARD												
(a)	120m² x 3 Core	m	1									
(b)	95m² x 3 Core	m	1									
(c)	70m² x 3 Core	m	1									
2.2.2	Supply & install cable joint similar to											
	Raytech Heat Shrink Type for following cables											
(a)	120m² x 3 Core 11 kV	ea	1									
(b)	95m² x 3 Core 11 kV	ea	1									
(c)	70m² x 3 Core 11 kV	ea	1									
2.2.3	Supply & install cable termination similar to											
	Raytech Heat Shrink Type for following cables											
(a)	120m² x 3 Core 11 kV	ea	1									
(b)	95m² x 3 Core 11 kV	ea	1									
(c)	70m² x 3 Core 11 kV	ea	1									
2.2.4	Supply and install and joint or terminate the following PVC 600/1000 V Cable											
(a)	120m² x 4 Core	ea	1									
(b)	95m² x 4 Core	ea	1									
(c)	70m² x 4 Core	ea	1									
(d)	50m² x 4 Core	ea	1									
(e)	35m² x 4 Core	ea	1									
(f)	25m² x 4 Core	ea	1									
(g)	16m² x 4 Core	ea	1									
(h)	16m² x 3 Core	ea	1									
(i)	10m² x 4 Core	ea	1									
2.2.5	Supply & install cable joint similar to											
	Raytech Heat Shrink Type for following cables											
(a)	120m² x 4 Core	ea	1									
(b)	95m² x 4 Core	ea	1									
(c)	70m² x 4 Core	ea	1									
(d)	50m² x 4 Core	ea	1									
(e)	35m² x 4 Core	ea	1									
(f)	25m² x 4 Core	ea	1									
(g)	16m² x 4 Core	ea	1									
(h)	16m² x 3 Core	ea	1									
(i)	10m² x 4 Core	ea	1									
TOTAL CARRIED FORWARD												

ITEM	DESCRIPTION	UNIT	QTY PER YEAR	YEAR 1 - AMOUNT		YEAR 2 - AMOUNT		RATE		YEAR 3 - AMOUNT
				RATE	YEAR 1	RATE	YEAR 2	RATE	YEAR 3	
TOTAL BROUGHT FORWARD										
2.2.6	Supply, install and connect bare copper earth conductor with ferrul or lug included for the following sizes									
(a)	120m ² Bare Copper	ea	1							
(b)	95m ² Bare Copper	ea	1							
(c)	70m ² Bare Copper	ea	1							
(d)	50m ² Bare Copper	ea	1							
(e)	35m ² Bare Copper	ea	1							
(f)	25m ² Bare Copper	ea	1							
(g)	16m ² Bare Copper	ea	1							
(h)	16m ² Bare Copper	ea	1							
(i)	10m ² Bare Copper	ea	1							
2.2.7	Allow for excavation and back filling for underground cables and joint holes in the following ground conditions									
(a)	Pickable Material	m ³	1							
(b)	Hard Material (Power Tools Required)	m ³	1							
(c)	Hard Rock (Blasting)	m ³	1							
2.2.8	Supply, install, fit and connect ammeter or voltmeter in Distribution Board, Kiosk and Mini Sub LV compartment									
(a)	96 x 96mm Maximum Demand CT Operated	ea	1							
(b)	96 x 96mm Instantaneous Type CT Operated	ea	1							
(c)	96 x 96mm 0 to 400 V Scale Voltmeter	ea	1							
(d)	Selector Switch 6 Position + Off	ea	1							
(e)	HRC 5 Amp Fuse cartridges	ea	1							
2.3.	Transformers:									
2.3.1	Transformer Repairs:									
	Repair the following according to the Departments standards including Oil Etc.									
(a)	Replace Tap changer	ea	1							
(b)	Replace Transformer Top Gasket	ea	1							
(c)	Replace LT Insulator Gasket(4) including Cone	ea	1							
(d)	Replace HT Insulator Gasket(3) including Cone	ea	1							
(e)	Repair of Minor leaks(Tightning or Tap seal)	ea	1							
TOTAL CARRIED FORWARD TO THE SUMMARY PAGE										

ITEM	DESCRIPTION	UNIT	QTY PER YEAR	RATE YEAR 1	YEAR 1 - AMOUNT	RATE YEAR 2	YEAR 2 - AMOUNT	RATE YEAR 3	YEAR 3 - AMOUNT
	SCHEDULE NO 3: ELECTRICAL RETICULATIONS:								
	STANDBY LABOUR AND MAINTENANCE SUPPORT								
3.1	Rates: The rates for labour will be deemed to include for statutory minimum labour rates, contribution to bonus, holiday, pension, medical funds etc, for normal working hours, over time, Sunday and holiday as well as for transport cost including traveling time								
3.1.1	Labour:								
3.1.1.1	Labour rates per hour - Normal Hours								
(a)	Master Installations Electrician	p/h	1						
(b)	Installations Electrician	p/h	1						
(c)	Labourer	p/h	1						
3.1.1.2	Labour rates per hour - Overtime Hours								
(a)	Master Installations Electrician	p/h	1						
(b)	Installations Electrician	p/h	1						
(c)	Labourer	p/h	1						
3.2	Materials: The cost of non scheduled materials shall be deemed to include for the cost of material after deduction of any discount and delivery								
3.2.1	Mark Up on new parts, material and equipment provided from elsewhere only								
(a)	Non Scheduled Sum	R	1	R 3 190 000,00	R 3 190 000,00	R 3 336 724,82	R 3 336 724,82	R 3 495 616,48	R 3 495 616,48
(b)	% Markup on the Amount of R1 000 000-00 (The amount of R3 000 000-00 is to be taken and multiplied by the percentage markup and carried over to the Amount Column eg Markup 20 % x R1 000 000-00 = R200 000-00. This R600 000-00 will then be written on the open space in the Amount Column)Max 20% Allowed	%	_20_	R 215 055,60	R 215 055,60	R 667 344,96	R 667 344,96	R 699 123,30	R 699 123,30
3.3	Transport: The cost of workers and drivers traveling time shall be deemed to be included with the unit rates for transport cost. Distances will be measured from the HEAD OFFICE of DPW in Pretoria.								
TOTAL CARRIED FORWARD					R 3 405 055,60		R 4 004 069,79		R 4 194 739,78

TOTAL BROUGHT FORWARD										R 3 405 055,60	R 4 004 069,79	R 4 194 739,78
	Transport cost for a vehicle with loading Capacity of (AA Rates):											
(a)	1 Ton				km		1					
(b)	2 Ton				km		1					
(c)	7 Ton				km		1					
(d)	7 Ton with a 20 Ton Crane				km		1					
(e)	Oil Purification Unit to Site				km		1					
TOTAL CARRIED FORWARD TO THE SUMMARY PAGE										R 3 405 055,60	R 4 004 069,79	R 4 194 739,78

SCHEDULE NO 4: SUMMARY					
ITEM	DESCRIPTION	YEAR 1 - AMOUNT	YEAR 2 - AMOUNT	YEAR 3 - AMOUNT	TOTAL FOR 3 YEARS
1	SCHEDULE NO 1 ELECTRICAL RETICULATIONS: PREVENTIVE MAINTENANCE				
2	SCHEDULE NO 2: ELECTRICAL RETICULATIONS: PREVENTATIVE MAINTENANCE: MATERIALS				
3	SCHEDULE NO. 3 ELECTRICAL RETICULATIONS: STANDBY LABOUR AND MAINTENANCE SUPPORT				
	SUB TOTAL				
	VAT AT 15%				
TOTAL PRICE (CARRIED FORWARD TO THE "FORM OF OFFER AND ACCEPTANCE")					