



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

TENDER NO: ID: 27593 / A

UPINGTON AND SURROUNDING AREAS: SERVICING, MAINTENANCE & REPAIRS OF HIGH TENSION EQUIPMENT: TERM CONTRACT FOR VARIOUS CLIENTS.

- 1 – TENDERING PROCEDURES (THIS DOCUMENT)**
- 2 – RETURNABLE DOCUMENTS**
- 3 – THE CONTRACT**

TENDER DOCUMENT

Year 2020

ISSUED BY:

PREPARED BY: Ms Andisiwe Mhlana

**DEPARTMENT OF PUBLIC WORKS
PRIVATE BAG X 5002
OLD MAGISTRATE COURT BUILDING
21-23 MARKET SQUARE, KIMBERLEY
8301**

NAME OF TENDERER:

UPINGTON AND SURROUNDING AREAS:SERVICING,MAINTENANCE & REPAIRS OF GENERATORS :TERM CONTRACT FOR VARIOUS CLIENTS.

TENDER NUMBER: ID 27593 / A

CONTENTS OF DOCUMENT

THE TENDER

Must be returned together with the tender/bid submitted

Part 1: Tendering Procedures

- PA-04 (EC) Tender Notice and invitation to tender
- DPW-03 (EC) Tender Data

Part 2: Returnable Schedules/Documents

1. PA-09 (EC) List of Returnable Schedules

2. Returnable Documents required for Tender Evaluation Purposes:
 - PA-11 Declaration of Interest and Bidder's Past Supply Chain Management Practices
 - PA-29 Certification of Independent Bid Determination
 - PA-15.1 Resolution of Board of Directors
 - PA-15.2 Resolution of Board of Directors to Enter into Consortia or Joint Ventures
 - PA-15.3 Special Resolution of Consortia or Joint Venture
 - PA-16 Preference points Claim Form In Terms Of The Preferential Procurement
 - PA-36 Declaration Certificate For Local Production And Content For Designated Sectors
 - PA-40 Declaration Of Designated Groups For Preferential Procurement
 - DPW-09(EC) Particulars of Tenderer's Projects
 - DPW-21(EC) Record of Addenda to Tender Documents
 - DPW-22(EC) Particulars of Electrical Contractor
 - DPW-23(EC) Schedule for Imported Material and Equipment

CONTRACT

Part 1: Agreement and Contract Data

- DPW-05 Contract Data (GCC 2010)
- PA-10 General Conditions Of Contract
- DPW-07 Form of Offer and Acceptance
- DPW-10.2(EC) Form of Guarantee –Variable Construction Guarantee
- DPW-10.4(EC) Form of Guarantee –Fixed Construction Guarantee

Part 2: Pricing Data

- PG-02.1 Pricing instructions
- C2.2 Bill of Quantities

Part 3: Scope of Works

- PG-01.1 (EC) Scope of Works
- Project Specification
- General Information
- Occupational Health & Safety Specification

UPINGTON AND SURROUNDING AREAS:SERVICING,MAINTENANCE & REPAIRS OF GENERATORS :TERM CONTRACT FOR VARIOUS CLIENTS.

Part 4: Site Information

- PG-03.1 (EC) Site Information
- Properties According to the Areas

THE TENDER

Part 1: Tendering Procedures



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

THE DEPARTMENT OF PUBLIC WORKS INVITES TENDERS FOR:

Project title:	UPINGTON AND SURROUNDING AREAS: SERVICING, MAINTENANCE & REPIARS OF HIGH TENSION EQUIPMENT: TERM CONTRACT FOR VARIOUS CLIENTS		
Reference no:	ID 27593 / A		

Tender no:	ID 27593 / A		
Advertising date:	05/03/2021	Closing date:	19/03/2021
Closing time:	11:00 am	Validity period:	56days

It is estimated that tenderers should have a CIDB contractor grading designation of **6EP** or **select tender value rangeselect class of construction works*** 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 rangeselect class of construction worksPE** or **select tender value rangeselect class of construction worksPE*** or higher.

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

Only tenderers who are responsive to the following responsiveness criteria are eligible to submit tenders. Failure to comply with the criteria stated hereunder shall result in the tender offer being disqualified from further consideration:

<input checked="" type="checkbox"/>	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
<input checked="" type="checkbox"/>	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed and signed in ink (All as per Standard Conditions of Tender).
<input checked="" type="checkbox"/>	Submission of (DPW-07 EC): Form of Offer and Acceptance.
<input checked="" type="checkbox"/>	Submission of (PA-11): Declaration of Interest and Tenderer's Past Supply Chain Management Practices.
<input checked="" type="checkbox"/>	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.
<input checked="" type="checkbox"/>	Submission of (PA-29): Certificate of Independent Bid Determination.
<input checked="" type="checkbox"/>	The tenderer will be required to submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.
<input checked="" type="checkbox"/>	Submission of (DPW-16 EC): Site Inspection Meeting Certificate as proof of attendance of compulsory site inspection meeting. To clarify project specification and SCM requirements
<input checked="" type="checkbox"/>	Use of correction fluid is prohibited
<input checked="" type="checkbox"/>	Registration on National Treasury's Central Supplier Database (CSD)
<input checked="" type="checkbox"/>	Compliance with Pre-qualification criteria for Preferential Procurement
<input checked="" type="checkbox"/>	Compliance to Local Production and Content requirements as per PA36 and Annexure C
<input checked="" type="checkbox"/>	Submission of (DPW-09EC) Particulars of Tender's Past Projects
<input checked="" type="checkbox"/>	Submission as either an employer or employee, a copy of high voltage regulation certificate from accredited institution

<input type="checkbox"/>	Submission of the completed PA 40
<input type="checkbox"/>	Submission of the valid B-BBEE or Sworn affidavit

Tenderer must comply with the Pre-qualification criteria for Preferential Procurement listed below

<input checked="" type="checkbox"/>	A tenderer having stipulated minimum B-BBEE status level of contributor: <input checked="" type="checkbox"/> Level 1 <input checked="" type="checkbox"/> Level 2 <input type="checkbox"/> Level 3
<input type="checkbox"/>	An EME or QSE
<input type="checkbox"/>	A tenderer subcontracting a minimum of 30% to: <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are youth <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are women <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people with disabilities <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships <input type="checkbox"/> A co-operative which is at least 51% owned by black people <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are Military veterans <input type="checkbox"/> An EME or QSE;

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

<input checked="" type="checkbox"/> 80/20 Preference points scoring system	<input type="checkbox"/> 90/10 Preference points scoring system	<input type="checkbox"/> Either 80/20 or 90/10 Preference points scoring system
--	---	---

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. (To be used in instances where the estimate cannot be reasonably determined or when one is unsure as to what the market price may be).

Note: Functionality will be applied as a prequalification criterion. Such criteria is used to establish minimum requirements where after bids will be evaluated solely on the basis of price and preference.

Minimum functionality score to qualify for further evaluation:	50
--	----

Functionality criteria:	Weighting factor:
-------------------------	-------------------

<p>1. REFERENCES FROM CLIENT/CONSULTANTS FOR ELECTRICAL HT PROJECTS</p> <p>Please provide signed reference letters or completion certificate from project managers/consultants/clients confirming your company's quality of work, and adherence to timeframes. Letter or completion certificate to provide the description, contact details,value, contract period, start and completion date. For projects completed in the last 10 years listed on DPW09.</p> <p>1.1 No information provided =0</p> <p>1.2 Completed maintenance projects x1 points= 1</p> <p>1.3 Completed maintenance projects x2 points= 2</p> <p>1.4 Completed maintenance projects x3 points= 3</p> <p>1.5 Completed maintenance projects x4 points= 4</p> <p>1.6 Completed maintenance projects x5 or more points= 5</p>	<p>35</p>
<p>2. QUALIFICATIONS AND KEY STAFF IN RELATION TO THE SCOPE OF WORK</p> <p>Submission of copies: Electrical trade test certificate from an accredited institution.</p> <p>2.1 No information provided =0</p> <p>2.2 Artisan/technician x1 points=1</p> <p>2.3 Artisan/technician x2 points=2</p> <p>2.4 Artisan/technician x3 points=3</p> <p>2.5 Artisan/technician x4 points=4</p> <p>2.6 Artisan/technician x5 points=5</p>	<p>30</p>
<p>3. ELECTRICAL TECHNICIAN(SUPERVISOR)</p> <p>Relevant experience in high & meduim voltage projects. Please attach CV with references from the respective companies and must be registered as professional with ECSA</p> <p>3.1 No information provided =0</p> <p>3.2 two years experience points = 1</p> <p>3.3 three years experience points = 2</p> <p>3.4 four years experience points =3</p> <p>3.5 five years experience points =4</p> <p>3.6 six and above years experience points =5</p>	<p>20</p>

4. FINANCIAL CAPACITY		
Provide an copy of valid Bank rating from your Banking Institution stating A,B,C,D and E bank code /rating, not older than 3 months prior to tender closing date.(With the original Bank stamp)		
4.1 No information provided or any above E =0		
4.2 Credit rating/code of E	=1	15
4.3 Credit rating/code of D	=2	
4.4 Credit rating/code of C	=3	
4.5 Credit rating/code of B	=4	
4.6 Credit rating/code of A	=5	
Total		100 Points

This tender will be evaluated according to the preferential procurement model in the PPPFA in terms of points for price and preference as follows:

The formula:

$$W_c = W_3 \left[1 - \left(\frac{P - P_m}{P_m} \right) \right]$$

where

W_c = the number of tender evaluation points awarded for the financial offer

W_3 = the number of tender evaluation points for financial offer and equals:

- 1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R 50 000 000; or
- 2) 80 where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R 50 000 000

P_m = the lowest acceptable tender offer;

P = the tender offer under consideration.

Scoring Preferences:

Up to 100 minus W_3 tender evaluation points will be awarded to the tenderer who submits a valid original or certified copy of its B-BBEE Status Level Verification Certificate as described in more detail in the Tender Data (DPW-03 EC).

A consortium or joint venture will qualify for points for its B-BBEE status level only if such consortium or joint venture submits a consolidated B-BBEE status certificate which covers the consortium or joint venture as a combined unit as if it were a single enterprise.

Preference points will be allocated according to the following table:

B-BBEE Status Level of contributor	Number of preference points, where W_3 :	
	= 90	= 80
1	10	20
2	9	18
3	6	14
4	5	12

5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- In the case of Exempted Micro Enterprises (EME) and Qualifying Small Business Enterprise (QSE) a valid Sworn Affidavit must be submitted with the bid offer
- bidders other than EME or QSE must submit an original or certified copy of the B-BBEE Status Level Verification Certificate in order to qualify for preference points for B-BBEE
- A tender must submit of its proof of its B-BBEE status level of contributor
- A tender failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE may not be disqualified
- A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the tender value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for; inless the intended subcontractor is an EME that has the capability to execute the subcontract

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 Old Magistrate Court Building, 21-23 Market Square, Kimberley. A non-refundable bid deposit of R ~~500~~ ³⁰⁰ is payable, (Cash only) is required on collection of the bid documents.

Site inspection meeting

A pre-tender site inspection meeting will **be** held in respect of this tender.
Attendance of said pre- tender site inspection meeting is **compulsory**

The particulars for said pre- tender site inspection meeting are:

Venue: Old Magistrate Building, Big Tea Room

Date: **(type in here the date or "N/A")**

Starting time: (11h00am)

Enquiries related to tender documents may be addressed to:

DPW Project Manager:	Andisiwe Mhlana	Telephone no:	013 101 0133
Cell no:	082 939 2863	Fax no:	
E-mail:	Andisiwe.Mhlana@dpw.gov.za		

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.

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".

Notice and Invitation to Tender: PA-04 (EC)

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

<p>Tender documents may be posted to:</p> <p>The Director-General Department of Public Works Private Bag X5002 Kimberley 83001</p> <p>Attention: Procurement section: Room N32</p> <p>POSTED TENDERS MUST BE RECEIVED PRIOR CLOSING DATE AND TIME AT 11:00 BY THE DEPARTMENT</p>	<p>OR</p>	<p>Deposited in the tender box at:</p> <p>21-23 Market Square Old Magistrate Court Building 21-23 Market Square <i>insert room no</i></p>
--	------------------	--

Compiled by:

Andisiwe Mhlana		24/02/2021
Name of Project Manager	Signature	Date



DPW-03 (EC): TENDER DATA

Project title:	UPINGTON AND SURROUNDING AREAS: SERVICING, MAINTENANCE & REPIARS OF HIGH TENSION EQUIPMENT: TERM CONTRACT FOR VARIOUS CLIENTS
Reference no:	ID 27593 / A

Tender no:	ID 27593 / A	Closing date:	
Closing time:	11:00am	Validity period:	56 days

Clause number:	
	<p>The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement as per Government Notice No. 842 published in Government Gazette No. 29138 of 18 August 2006 and as amended from time to time. (see www.cidb.org.za).</p> <p>The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.</p> <p>Each item of data given below is cross-referenced to the clause marked "F" in the above mentioned Standard Conditions of Tender.</p>
F.1.1	The employer is the Government of the Republic of South Africa in its Department of Public Works.
F.1.2	<p>For this contract the three volume approach is adopted.</p> <p>This procurement document has been formatted and compiled under the headings as contained in the CIDB's "Standard for Uniformity in Construction Procurement."</p> <p>The three volume procurement document issued by the employer comprises the following:</p> <p>Volume 1: Tendering procedures T1.1 - Notice and invitation to tender (PA-04 EC) T1.2 - Tender data (DPW-03 EC)</p> <p>Volume 2: Returnable documents T2.1 - List of returnable documents (PA-09 EC) C1.1 - Form of offer and acceptance (DPW-07 EC) C2.2 - Bills of Quantities / Lump sum document (if a returnable document) T2.2 - Returnable schedules</p> <p>Volume 3: Contract Part C1: Agreement and contract data C1.2 - Contract data (DPW-04 EC or DPW-05 EC) C1.3 - Form of guarantee (DPW-10.1 EC / DPW-10.3EC or DPW-10.2 EC/DPW-10.4 EC)</p> <p>Part C2: Pricing data C2.1 - Pricing instructions (PG-02.2 EC or PG-02.1EC) C2.2 - Bills of Quantities / Lump sum document (if not a returnable document)</p> <p>Part C3: Scope of work C3 - Scope of work (PG-01.2 EC or PG-01.1EC)</p> <p>Part C4: Site information C4 - Site information (PG-03.2 EC or PG03.1EC)</p>



Tender no: ID 27593 / A

F.1.4	The Employer's agent is:					
	Name:	National Department Public Works & Infrastructure				
	Capacity:	Departmental Project Manager				
	Address:	Old Magistrate Court Building 21-23 Market Square Kimberley 8301				
	Tel:	053 838 5350				
	Fax:	Insert fax of agent				
	E-mail:	Andisiwe.Mhlana@dpw.gov.za				
F1.5.2	Insert the following: "... tender offers, <u>save for all tenders being non-responsive</u> , re-issue a tender covering ..."					
F.2.1 F.3.11	<p>A. <u>ELIGIBILITY IN RESPECT OF CIDB REGISTRATION:</u></p> <p>The following tenderers who are registered with the CIDB, or are *capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated (* tenderers who are capable of being so registered, or who have applied for registration but have not yet received confirmation of such registration, must provide, <u>with this tender</u>, acceptable documentary proof thereof):</p> <p>a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a EP or EP** class of construction work; and</p> <p>b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> every member of the joint venture is registered with the CIDB; the lead partner has a contractor grading designation in the EP or EP** class of construction work; and the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations for a EP or EP** class of construction work <p>** Delete "or select tender value range select class of construction works" where only one class of construction works is applicable</p> <p>A contract will only be entered into with a tenderer who has in his employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff. - Not applicable</p> <p>B. <u>INDICATE THE FUNCTIONALITY WEIGHTING APPLICABLE TO THIS BID:</u></p> <p>Note: <i>Functionality may only be applied as a prequalification criterion. Such criteria is used to establish minimum requirements where after bids will be evaluated solely on the basis of price and preference.</i></p> <table border="1"> <thead> <tr> <th>Functionality Criteria</th> <th>Weighting Factor</th> </tr> </thead> <tbody> <tr> <td>1. REFERENCES FROM CLIENT/CONSULTANTS FOR 1. REFERENCES FROM CLIENT/CONSULTANTS FOR PROJECTS OF SIMILAR</td> <td>35</td> </tr> </tbody> </table>		Functionality Criteria	Weighting Factor	1. REFERENCES FROM CLIENT/CONSULTANTS FOR 1. REFERENCES FROM CLIENT/CONSULTANTS FOR PROJECTS OF SIMILAR	35
Functionality Criteria	Weighting Factor					
1. REFERENCES FROM CLIENT/CONSULTANTS FOR 1. REFERENCES FROM CLIENT/CONSULTANTS FOR PROJECTS OF SIMILAR	35					



<p>Please provide signed reference letters or completion certificate from project managers/consultants confirming your company's quality of work, and adherence to timeframes. Letter or completion certificate to provide the description, value, contract period, start and completion date. Provide contact details for similar type and projects value in the last 10 years, confirming the projects listed in DPW09.</p> <p>1.1 No information provided =0</p> <p>1.2 reference or completion certificate letter from consultants x1, project manager or clients for completed/current maintenance projects= 1</p> <p>1.3 reference letters or completion certificate from consultants x2, project manager or clients for completed/current maintenance projects= 2</p> <p>1.4 reference letters or completion certificate from consultants x3, project manager or clients for completed/current maintenance projects= 3</p> <p>1.5 reference letters or completion certificate from consultants x4, project manager or clients for completed/current maintenance projects= 4</p> <p>1.6 reference letters or completion certificate from consultants x5 and above, project manger or clients for completed/current maintenance projects= 5</p>	
<p>2. QUALIFICATIONS AND KEY STAFF IN RELATION TO THE SCOPE OF WORK</p> <p>Submission of copies: Electrical trade test certificate from an accredited institution.</p> <p>2.1 No information provided =0</p> <p>2.2 Artisan/technician x1 points=1</p> <p>2.3 Artisan/technician x2 points=2</p> <p>2.4 Artisan/technician x3 points=3</p> <p>2.5 Artisan/technician x4 points=4</p> <p>2.6 Artisan/technician x5 points=5</p>	30
<p>3. ELECTRICAL TECHNICIAN(SUPERVISOR)</p> <p>Relevant experience in high & meduim voltage projects. Please attach CV with referrences from the respective companies and must be registered as professional with ECSA</p> <p>3.1 No information provided =0</p> <p>3.2 two years experience points = 1</p> <p>3.3 three years experience points = 2</p> <p>3.4 four years experience points =3</p> <p>3.5 five years experience points =4</p>	20



3.6 six and above years experience	points =5	
4. FINANCIAL CAPACITY		15
Provide an copy of valid Bank rating from your Banking Institution stating A,B,C,D and E bank code /rating, not older than 3 months prior to tender closing date.(With the original Bank stamp)		
4.1 No information provided or any above E =0		
4.2 Credit rating/code of E	=1	
4.3 Credit rating/code of D	=2	
4.4 Credit rating/code of C	=3	
4.5 Credit rating/code of B	=4	
4.6 Credit rating/code of A	=5	

Total		100 Points

(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
---	-----------

(Total minimum qualifying score for functionality is 50 Percent.

C ELIGIBILITY IN RESPECT OF RISK TO EMPLOYER:

Provisions applicable to Evaluation Method 1 and 2:
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 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 Project Manager, failing which the tender offer will *mutatis mutandis* be declared non-responsive.

C.1. Technical risks:

C.1.1 Criterion 1: Quality of current and previous work
Quality of current and previous work performed by the Tenderer in the class of construction work stated above as per the evaluation report prepared by the Professional 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).

C.1.2 Criterion 2: Contractual commitment
Adherence to contractual commitments, demonstrated by the Tenderer in the performance on current and previous work, evaluated in terms of:
a) 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;
b) the degree to which previous projects have been completed within the contractual completion periods and/or extensions thereto; and
c) general contract administration, i.e. compliance with contractual aspects such as laws and

	<p>regulations, insurances, security, written contract instructions, subcontractors, time delay claims, etc as can generally be expected in standard/normal conditions of contract.</p> <p>C.2 Commercial risks:</p> <p>The level to which agreement with the Tenderer is reached in respect of the adjustment of rates which are considered to be imbalanced or unreasonable and to eliminate errors or discrepancies, without changing the tendered total price, over and above the correction of arithmetical errors as provided for in F.3.9.</p>
F.2.7	For particulars regarding a pre-tender site inspection meeting, see Notice and Invitation to Tender T1.1
F.2.12	<p>If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements. A tenderer may submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. Provided that the tenderer's main tender offer is according to specification and would under normal circumstances be recommended for acceptance, his alternative tender offer may also be considered for the purpose of the award of the contract.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.</p> <p>Alternative tender offer permitted: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>
F.2.13.2	The list of Returnable Documents identifies which of the documents a tenderer must complete when submitting a tender offer. The tenderer must submit his tender offer by completing the Returnable Documents, signing the "Offer" section in the "Form of Offer and Acceptance" and delivering the Returnable Documents back to the Department.
F.2.13.5	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as per Notice and Invitation to Tender T1.1.
F.2.13.6 F.3.5	A two-envelope procedure will not be followed.
F.2.15	The closing time for submission of tender offers is as per Notice and Invitation to Tender T1.1.
F.2.16	The tender offer validity period is as per Notice and Invitation to Tender T1.1.
F.2.18	<p>The tenderer will be required to submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts):</p> <p><input checked="" type="checkbox"/> Together with his tender; or <input type="checkbox"/> Within fourteen (14) calendar days of the date on which he has been requested to do so prior to the award of the contract.</p>
F.2.19	Access shall be provided for inspections, tests and analysis as may be required by the Employer.
F.3.4.1 F.3.4.2	The location for opening of the tender offers, immediately after the closing time thereof shall be at: Old Magistrate Building 21-23 Market Square ,Kimberley
F.3.8	The words "responsive tender" and "acceptable tender" shall be construed to have the same meaning.



F.3.9.3	Omit the wording and replace with the following: "Notify the tenderer of all errors, omissions and/or rate imbalances that are identified in the tender offer and request the tenderer to, within a stipulated time, accept the total of prices as corrected in accordance with F.3.9.4."																										
F.3.9.4	Omit the wording of the first sentence and replace with the following: "In cases where tender offers contain errors, omissions and/or rate imbalances, these are to be corrected as follows:"																										
F.3.9.4	Add sub paragraph c) to F.3.9.4, as follows: "c) If the tenderer does not accept the corrected tender offer, or cannot reach consensus with the Employer on a corrected tender offer, the tender is to be classified as not acceptable/non responsive and removed from further contention."																										
F.3.11.1	The procedure for the evaluation of responsive tenders is Method 2.																										
F.3.11.2 F.3.11.3 F.3.11.7	<p>Scoring Financial Offer:</p> <p>Delete F.3.11.3 b) and replace with the following:</p> <p>Tender offers will be scored using the following formula:</p> $N_{FO} = W_3 \left[1 - \left(\frac{P - P_m}{P_m} \right) \right]$ <p>where</p> <p>N_{FO} = number of tender evaluation points awarded for the financial offer</p> <p>W_3 = the percentage score given for financial offer as stated in the Notice and Invitation to Tender T1 to be the number of tender evaluation points for financial offer and equals:</p> <ol style="list-style-type: none"> 1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R 50 000 000; or 2) 80 where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R 50 000 000 <p>P_m = the comparative offer of the most favourable tender offer</p> <p>P = the comparative offer of tender offer under consideration.</p>																										
F.3.11.8	<p>Scoring Preferences:</p> <p>Up to 100 minus W_3 tender evaluation points will be awarded to the tenderer who submits a valid original or certified copy of its B-BBEE Status Level Verification Certificate which is in compliance with the requirements of instructions and guidelines issued by the National Treasury and is in accordance with notices published by the Department of Trade and Industry in the Government Gazette.</p> <p>An original or certified copy of the B-BBEE status level verification certificate must be submitted in order to qualify for preference points for B-BBEE. In the case of Exempted Micro Enterprises (EME) and Qualifying Small Business Enterprise (QSE) a valid sworn affidavit must be submitted with the bid offer</p> <p>A consortium or joint venture will qualify for points for its B-BBEE status level only if such consortium or joint venture submits a consolidated B-BBEE status certificate which covers the consortium or joint venture as a combined unit as if it were a single enterprise. Tenderers anticipating tendering in consortium or joint venture must allow sufficient time for obtaining such status level verification.</p> <p>Preference points will be allocated according to the following *table:</p> <table border="1" data-bbox="303 1653 1426 2011"> <thead> <tr> <th rowspan="2">B-BBEE Status Level of contributor</th> <th colspan="2">Number of preference points, where W_3 :</th> </tr> <tr> <th>= 90</th> <th>= 80</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>10</td> <td>20</td> </tr> <tr> <td>2</td> <td>9</td> <td>18</td> </tr> <tr> <td>3</td> <td>6</td> <td>14</td> </tr> <tr> <td>4</td> <td>5</td> <td>12</td> </tr> <tr> <td>5</td> <td>4</td> <td>8</td> </tr> <tr> <td>6</td> <td>3</td> <td>6</td> </tr> <tr> <td>7</td> <td>2</td> <td>4</td> </tr> </tbody> </table>	B-BBEE Status Level of contributor	Number of preference points, where W_3 :		= 90	= 80	1	10	20	2	9	18	3	6	14	4	5	12	5	4	8	6	3	6	7	2	4
B-BBEE Status Level of contributor	Number of preference points, where W_3 :																										
	= 90	= 80																									
1	10	20																									
2	9	18																									
3	6	14																									
4	5	12																									
5	4	8																									
6	3	6																									
7	2	4																									



	8	1	2
	Non-compliant contributor	0	0
	* PPPFA Regulations 2017 – Reg. 6 (2) and Reg.7 (2).		
F.3.13.1	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> a) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) as a person prohibited from doing business with the public sector; b) the tenderer has not: <ul style="list-style-type: none"> i. abused the Employer's Supply Chain Management System; or ii. failed to perform on any previous contract and has been given a written notice to this effect; c) the tenderer has completed, signed and submitted the PA-11 Declaration of Interest and Tenderer's Past Supply Chain Management Practices and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process; and d) the tenderer is registered with: <ul style="list-style-type: none"> i. the Unemployment Insurance Fund (UIF); and ii. the Workmen's Compensation Fund. 		
F.3.18	Provide to the successful tenderer one copy of the signed contract document.		



Part 2:
Returnable Schedules/Documents



PA-09 (EC): LIST OF RETURNABLE DOCUMENTS

Project title:	UPINGTON AND SURROUNDING AREAS:SERVICING,MAINTENANCE & REPIARS OF HIGH TENSION EQUIPMENT :TERM CONTRACT FOR VARIOUS CLIENTS		
Tender / Quote no:	ID 27593	Reference no:	ID 27593
Receipt Number:	<i>insert receipt number</i>		

1. RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Note: Failure to submit the applicable documents will result in the tender offer being disqualified from further consideration.

Tender document name	Number of pages issued	Returnable document
Form of Offer and Acceptance (DPW-07 EC)	4 Pages	Yes
Declaration of Interest and Tenderer's Past Supply Chain Management Practices (PA-11)	4 Pages	Yes
Submission of (PA-29): Certificate of Independent Bid Determination	4 Pages	Yes
Resolution of Board of Directors (PA-15.1) <i>(if applicable)</i>	1 Page	Yes
Resolution of Board of Directors to enter into Consortia or JV's (PA-15.2) <i>(if applicable)</i>	2 Pages	Yes
Special Resolution of Consortia or JV's (PA-15.3) <i>(if applicable)</i>	3 Pages	Yes
Site Inspection Meeting Certificate (DPW-16 EC) <i>(if applicable)</i>	1 Page	Yes
Particulars of Tenderer's Projects (DPW-09 EC)		

2. ADDITIONAL RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Note: Failure to submit the applicable documents will result in the Tenderer having to submit same upon request within a stipulated time and if not complied with, will result in the tender offer being disqualified from further consideration. [See also F.2.18 of the Standard Conditions of Tender]

Tender document name	Number of pages issued	Returnable document
Any <u>additional</u> information required to complete a risk assessment <i>(if applicable)</i>	-	Yes

3. RETURNABLE DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

Note: Failure to submit the applicable documents will result in the Tenderer having to submit same upon request within a stipulated time and if not complied with, will result in the tender offer being disqualified from further consideration. [See also F.2.18 of the Standard Conditions of Tender]

Tender document name	Number of pages issued	Returnable document
Record of Addenda to tender documents (DPW-21 EC) <i>(if applicable)</i>	1 Page	Yes
Schedule of proposed sub-contractors (DPW-15 EC) <i>(if applicable)</i>	1 Page	Yes
Particulars of Electrical Contractor (DPW-22 EC) <i>(if applicable)</i>	1 Page	Yes

Mechanical / Electrical / Security Work material and equipment schedules (if applicable)	Pages	Yes
Schedule for Imported Materials and Equipment (DPW-23 EC) (if applicable)	1 Page	Yes

4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

(Insert a tick in the "Returnable document" column to indicate which documents must be returned with the tender)

Note: Failure to submit the applicable documents will result in the tender offer being disqualified from further consideration.

Tender document name	Number of pages issued	Returnable document
Priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts)	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>insert document name</i>	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>insert document name</i>	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>insert document name</i>	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>insert document name</i>	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No

5. ADDITIONAL INFORMATION THAT MAY BE REQUIRED FOR TENDER EVALUATION PURPOSES

Legal Status of Tendering Entity: If the Tendering Entity is:	Documentation to be submitted with the tender, or which may be required during the tender evaluation:
a. A close corporation, incorporated prior to 1 May 2011 under the Close Corporations Act, 1984 (Act 69 of 1984, as amended)	Copies of the Founding Statement – CK1
b. A profit company duly registered as a private company. [including a profit company that meets the criteria for a private company, whose Memorandum of Incorporation states that the company is a personal liability company in terms of Section 8(2)(c) of the Companies Act, 2008 (Act 71 of 2008, as amended)].	Copies of: i. Certificate of Incorporation – CM1; ii. Shareholding Certificates of all Shareholders of the company, plus a signed statement of the company's Auditor, certifying each Shareholder's ownership / shareholding percentage relative to the total; and/or iii. Memorandum of Incorporation in the case of a personal liability company.
c. A profit company duly registered as a private company in which any, or all, shares are held by one or more other close corporation(s) or company(ies) duly registered as profit or non-profit company(ies).	Copies of documents referred to in a. and/or b. above in respect of all such close corporation(s) and/or company(ies).
d. A profit company duly registered as a public company.	Copy of Certificate of Incorporation – CM1, and a signed statement of the company's Secretary or Auditor confirming that the company is a public company.

List of Returnable Documents: PA-09 (EC)

<p>e. A non-profit company, incorporated in terms of Section 10 and Schedule 1 of the Companies Act, 2008 (Act 71 of 2008, as amended).</p>	<p>Copies of: i the Founding Statement – CK1; and ii the Memorandum of Incorporation setting out the object of the company, indicating the public benefit, cultural or social activity, or communal or group interest.</p>
<p>f. A natural person, sole proprietor or a Partnership</p>	<p>Copy(ies) of the Identity Document(s) of: i. such natural person/ sole proprietor, or each of the Partners to the Partnership.</p>
<p>g. A Trust</p>	<p>Deed of Trust duly indicating names of the Trustee(s) and Beneficiary (ies) as well as the purpose of the Trust and the mandate of the Trustees.</p>

Signed by the Tenderer

Name of representative	Signature	Date



PA-09 (EC): LIST OF RETURNABLE DOCUMENTS

Project title:	UPINGTON AND SURROUNDING AREAS: SERVICING, MAINTENANCE & REPIARS OF HIGH TENSION EQUIPMENT: TERM CONTRACT FOR VARIOUS CLIENTS		
Tender / Quote no:	ID 27593 / A	Reference no:	ID 27593 / A
Receipt Number:	<i>insert receipt number</i>		

1. RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Note: Failure to submit the applicable documents will result in the tender offer being disqualified from further consideration.

Tender document name	Number of pages issued	Returnable document
Form of Offer and Acceptance (DPW-07 EC)	4 Pages	Yes
Declaration of Interest and Tenderer's Past Supply Chain Management Practices (PA-11)	4 Pages	Yes
Submission of (PA-29): Certificate of Independent Bid Determination	4 Pages	Yes
Resolution of Board of Directors (PA-15.1) <i>(if applicable)</i>	1 Page	Yes
Resolution of Board of Directors to enter into Consortia or JV's (PA-15.2) <i>(if applicable)</i>	2 Pages	Yes
Special Resolution of Consortia or JV's (PA-15.3) <i>(if applicable)</i>	3 Pages	Yes
Site Inspection Meeting Certificate (DPW-16 EC) <i>(if applicable)</i>	1 Page	Yes
Particulars of Tenderer's Projects (DPW-09 EC)		

2. ADDITIONAL RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Note: Failure to submit the applicable documents will result in the Tenderer having to submit same upon request within a stipulated time and if not complied with, will result in the tender offer being disqualified from further consideration. [See also F.2.18 of the Standard Conditions of Tender]

Tender document name	Number of pages issued	Returnable document
Any <u>additional</u> information required to complete a risk assessment <i>(if applicable)</i>	-	Yes

3. RETURNABLE DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

Note: Failure to submit the applicable documents will result in the Tenderer having to submit same upon request within a stipulated time and if not complied with, will result in the tender offer being disqualified from further consideration. [See also F.2.18 of the Standard Conditions of Tender]

Tender document name	Number of pages issued	Returnable document
Record of Addenda to tender documents (DPW-21 EC) <i>(if applicable)</i>	1 Page	Yes
Schedule of proposed sub-contractors (DPW-15 EC) <i>(if applicable)</i>	1 Page	Yes
Particulars of Electrical Contractor (DPW-22 EC) <i>(if applicable)</i>	1 Page	Yes



List of Returnable Documents: PA-09 (EC)

Mechanical / Electrical / Security Work material and equipment schedules (if applicable)	Pages	Yes
Schedule for Imported Materials and Equipment (DPW-23 EC) (if applicable)	1 Page	Yes

4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

(Insert a tick in the "Returnable document" column to indicate which documents must be returned with the tender)

Note: Failure to submit the applicable documents will result in the tender offer being disqualified from further consideration.

Tender document name	Number of pages issued	Returnable document
Priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts)	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
insert document name	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
insert document name	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
insert document name	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
insert document name	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No

5. ADDITIONAL INFORMATION THAT MAY BE REQUIRED FOR TENDER EVALUATION PURPOSES

Legal Status of Tendering Entity: If the Tendering Entity is:	Documentation to be submitted with the tender, or which may be required during the tender evaluation:
a. A close corporation, incorporated prior to 1 May 2011 under the Close Corporations Act, 1984 (Act 69 of 1984, as amended)	Copies of the Founding Statement – CK1
b. A profit company duly registered as a private company. [including a profit company that meets the criteria for a private company, whose Memorandum of Incorporation states that the company is a personal liability company in terms of Section 8(2)(c) of the Companies Act, 2008 (Act 71 of 2008, as amended)].	Copies of: i. Certificate of Incorporation – CM1; ii. Shareholding Certificates of all Shareholders of the company, plus a signed statement of the company's Auditor, certifying each Shareholder's ownership / shareholding percentage relative to the total; and/or iii. Memorandum of Incorporation in the case of a personal liability company.
c. A profit company duly registered as a private company in which any, or all, shares are held by one or more other close corporation(s) or company(ies) duly registered as profit or non-profit company(ies).	Copies of documents referred to in a. and/or b. above in respect of all such close corporation(s) and/or company(ies).
d. A profit company duly registered as a public company.	Copy of Certificate of Incorporation – CM1, and a signed statement of the company's Secretary or Auditor confirming that the company is a public company.



List of Returnable Documents: PA-09 (EC)

e. A non-profit company, incorporated in terms of Section 10 and Schedule 1 of the Companies Act, 2008 (Act 71 of 2008, as amended).	Copies of: i the Founding Statement – CK1; and ii the Memorandum of Incorporation setting out the object of the company, indicating the public benefit, cultural or social activity, or communal or group interest.
f. A natural person, sole proprietor or a Partnership	Copy(ies) of the Identity Document(s) of: i. such natural person/ sole proprietor, or each of the Partners to the Partnership.
g. A Trust	Deed of Trust duly indicating names of the Trustee(s) and Beneficiary (ies) as well as the purpose of the Trust and the mandate of the Trustees.

Signed by the Tenderer

Name of representative	Signature	Date

PA-11: DECLARATION OF INTEREST AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

Failure to complete this form in **full** and signed by the duly authorized person, as indicated on PA-15.1 or PA-15.3, shall render the tender non-responsive and will be removed from any and all further contention.

Project title:	UPINGTON AND SURROUNDING AREAS:SERVICING,MAINTENANCE & REPIARS OF HIGH TENSION EQUIPMENT :TERM CONTRACT FOR VARIOUS CLIENTS		
Bid no:	ID 27593 / A	Reference no:	ID 27593 / A

The following particulars must be furnished. In the case of a joint venture, separate declarations in respect of each partner must be completed and submitted.

1. CIDB REGISTRATION NUMBER (if applicable)

2. Any legal person, including persons employed by the State¹; or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where:

- The bidder is employed by the state; and/or
- The legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name of bidder or his or her representative:

3.2 Identity number:.....

3.3 Position occupied in the Company (director, trustees, shareholder² ect

3.4 Company Registration Number:

3.5 Tax Reference umber:.....

3.6 VAT Registration Number:

3.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹ "State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

² "Shareholder" means –

- (a) a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercise control over the enterprise

3.7 Are you or any person connected with the bidder presently employed by the state? YES NO

3.7.1 If so, furnish the following particulars:

Name of person / director /trustees/shareholder/ member:.....

Name of state institution at which you or the person is connected to the bidder is employed

Position occupied in the state institution:.....

Any other particulars:
.....
.....

3.8 Did you or your spouse, or any of the company's directors / trustees/shareholders / members or their spouses conduct business with the state in the previous twelve months? YES NO

3.8.1 If so, furnish particulars:.....
.....

3.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES NO

3.9.1 If so, furnish particulars.
.....
.....

3.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other)

Declaration of interest and bidder's past Supply Chain Management practices: PA-11

between the bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? YES NO

3.10.1 If so, furnish particulars.

.....

3.11 Do you or any of the directors /trustees/shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract? YES NO

3.11.1 If so, furnish particulars:

.....

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

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Pearsal Number

5. DECLARATION OF TENDERER / BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

5.1	<i>Is the tenderer / bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector?</i> (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).	<input type="checkbox"/> Yes	<input type="checkbox"/> No
-----	--	--	---------------------------------------



5.2	<i>If so, furnish particulars:</i>		
5.3	<p><i>Is the tenderer / bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</i></p> <p>To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.4	<i>If so, furnish particulars:</i>		
5.5	<p><i>Was the tenderer / bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</i></p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.6	<i>If so, furnish particulars:</i>		
5.7	<p><i>Was any contract between the tenderer / bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</i></p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.8	<i>If so, furnish particulars:</i>		

6. CERTIFICATION

I the undersigned (full name) _____ certify that the information furnished on this declaration form is true and correct.

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

Name of Tenderer / bidder	Signature	Date	Position

This form has been aligned with SBD4 and SBD 8

PA- 29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

Project title:	UPINGTON AND SURROUNDING AREAS: SERVICING, MAINTENANCE & REPIARS OF HIGH TENSION EQUIPMENT:T ERM CONTRACT FOR VARIOUS CLIENTS		
Bid no:	ID 27593 / A	Reference no:	ID 27593 / A

INTRODUCTION

1. This PA-29 [Certificate of Independent Bid Determination] must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This form (PA-29) serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (PA-29) must be completed and submitted with the bid:

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

Certification of Independent Bid Determination: PA-29

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

Certification of Independent Bid Determination: PA-29

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

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

Certification of Independent Bid Determination: PA-29

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

² 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.

sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Name of Bidder	Signature	Date	Position

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:

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

_____ *(project description as per Bid / Tender Document)*

Bid / Tender Number: _____ *(Bid / Tender Number as per Bid / Tender Document)*

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

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			

15			
16			
17			
18			
19			
20			

The bidding 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 Bidding 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 Bidding Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding 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 Bidding 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 Bid /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 Bid /Tender Document)

Bid / Tender Number: _____ (Bid / Tender Number as per Bid / 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 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.

3. The Enterprise accepts 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.
4. 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: _____

_____ (code)



Postal Address: _____

 _____ (code)

Telephone number: _____

Fax number: _____

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

The bidding 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 Bidding 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 Bidding Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding 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 Bidding 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 bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

RESOLVED that:

- A. The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Department of Public Works in respect of the following project:

(Project description as per Bid /Tender Document)

Bid / Tender Number: _____ *(Bid / Tender Number as per Bid /Tender Document)*



B. *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 Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid 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: _____

_____ (code)

Postal Address: _____

_____ (code)

Telephone number: _____

Fax number: _____



	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

The bidding 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 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).

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

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

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

1. GENERAL CONDITIONS

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

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

1.2. The value of this bid is estimated to **Not Exceed** R50 000 000 (all applicable taxes included) and therefore the... **80/20**.....system shall be applicable.

1.3. Preference points for this bid shall be awarded for:

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

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

	POINTS
1.3.1.1 PRICE	80
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

1.4. Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5. An Exempted Micro Enterprise (EME) is only required to obtain a sworn affidavit or a certificate issued by Companies and intellectual property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.

1.6. Qualifying Small Enterprise (QSE) is only required to obtain a sworn affidavit or a certificate issued by Companies and intellectual property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.

Preference Points Claim for Bids: PA-16

1.7 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

1.8 CERTIFICATES ISSUED BY IRBA AND ACCOUNTING OFFICER HAVE BEEN DISCONTINUED; HOWEVER VALID CERTIFICATES ALREADY ISSUED BEFORE 01 JANUARY 2017 MAY BE USED UNTIL THEY PHASE OUT COMPLETELY BY DECEMBER 2017

2. DEFINITIONS

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



Preference Points Claim for Bids: PA-16

section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

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

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

A maximum of 80 or 90 points is allocated for price on the following basis:
80/20 or 90/10

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

Preference Points Claim for Bids: PA-16

Pmin = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

5.1 In terms of Regulation 6(2) and/or 7(2), of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

- 5.2 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.3 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.4 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.5 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

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

Preference Points Claim for Bids: PA-16

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or Sworn Affidavit for EME's and QSE's.

8 SUB-CONTRACTING (relates to 5.5)

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted?

..... %

(ii) the name of the sub-contractor?

(iii) the B-BBEE status level of the sub-contractor?

.....

(iv) whether the sub-contractor is an EME/ a QSE? YES / NO (delete which is not applicable)

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm

9.2 VAT registration number :

9.3 Company registration number

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

Preference Points Claim for Bids: PA-16

5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

9.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business?

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

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

WITNESSES:

1.

2.

SIGNATURE(S) OF BIDDER(S)

DATE:.....

ADDRESS:.....

.....

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE (EME)

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 of the following enterprise and am duly authorised to act on its behalf:

Tender No.	
Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	<p>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 –</p> <p>(a) Who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) Who became citizens of the Republic of South Africa by naturalization-</p> <ol style="list-style-type: none"> 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

3. I hereby declare under Oath that:
 - The Enterprise is _____ % Black 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 Woman 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,
 - Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total 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 (QSE)

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 of the following enterprise and am duly authorized to act on its behalf:

Tender No:	
Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	<p>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 –</p> <p>(a) Who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) Who became citizens of the Republic of South Africa by naturalization-</p> <ol style="list-style-type: none"> 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

3. I hereby declare under Oath that:
 - The Enterprise is _____% Black 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 Woman 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,

- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, 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 table below 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)	

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

PA36: Declaration Certificate for Local Production and Content for Designated Sectors.

(This form has been aligned with NT - SBD 6.2)

PA-36: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

- x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.



PA36: Declaration Certificate for Local Production and Content for Designated Sectors.

(This form has been aligned with NT - SBD 6.2)

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Cables—	90— %
_____	_____ %
_____	_____ %

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.resbank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)



PA36: Declaration Certificate for Local Production and Content for Designated Sectors.

(This form has been aligned with NT - SBD 6.2)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):
.....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder
entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.



PA36: Declaration Certificate for Local Production and Content for Designated Sectors.

(This form has been aligned with NT - SBD 6.2)

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Annex C

Local Content Declaration - Summary Schedule

(C1) Tender No. ID: 27593 / A
 (C2) Tender description: UPINGTON & SURROUNDING AREAS: SERVICING, MAINTENANCE & REPAIRS OF GENERATORS:TERM CONTRACT
 (C3) Designated product(s) ELECTRICAL CABLES & STEEL
 (C4) Tender Authority: NDPW: KIMBERLY REGION
 (C5) Tendering Entity name: Pula
 (C6) Tender Exchange Rate: 90% & 100%
 (C7) Specified local content %

Note: VAT to be excluded from all calculations

EU GBP

Tender item no's	List of items	Calculation of local content				Tender summary					
		Tender price - each (excl VAT)	Exempted Imported value	Tender value net of exempted Imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted Imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
6.4	Battery leads							30			
6.14	Fuel tank eight glass 12mm							10			
6.15	Radiator caps all size							10			
6.16	Earth wire (2-6mm)							200			
6.17	PVC coated wire (1.5-6mm)							200			
								(C20) Total tender value			
								(C21) Total Exempt imported content			
								(C22) Total Tender value net of exempt imported content			
								(C23) Total Imported content			
								(C24) Total local content			
								(C25) Average local content % of tender			

Signature of tenderer from Annex B

Date: _____

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1)
(D2)
(D3)
(D4)
(D5)
(D6)

Tender No.
Tender description:
Designated Products:
Tender Authority:
Tendering Entity name:
Tender Exchange Rate:

ID: 27593 / A
UPINGTON & SURROUNDING AREAS:SERVICING,MAINTENANCE & REPAIRS OF GENERATORS
ELECTRICAL CABLES & STEEL
NDPW- KIMBERLEY REGION

Note: VAT to be excluded from all calculations

Pula EU R 9.00 GBP R 12.00

A. Exempted imported content

Calculation of imported content										Summary	
Tender Item no's	Description of Imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value										R 0	

This total must correspond with Annex C - C.21

B. Imported directly by the Tenderer

Calculation of imported content										Summary	
Tender Item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total imported value by tenderer										R 0	

C. Imported by a 3rd party and supplied to the Tenderer

Calculation of imported content										Summary	
Description of Imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity Imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party											

D. Other foreign currency payments

Calculation of foreign currency payments					Summary of payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)	
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party						

Signature of tenderer from Annex B

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above

Date:

This total must correspond with Annex C - C.23

Annex E

Local Content Declaration - Supporting Schedule to Annex C

<i>(E1)</i>	Tender No.	ID: 27593 / A
<i>(E2)</i>	Tender description:	TERM CONTRACT
<i>(E3)</i>	Designated products:	CABLES & STEEL
<i>(E4)</i>	Tender Authority:	NDPW- KIMBERLEY
<i>(E5)</i>	Tendering Entity name:	

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of Items purchased	Local suppliers	Value
	<i>(E6)</i>	<i>(E7)</i>	<i>(E8)</i>
<i>(E9)</i> Total local products (Goods, Services and Works)			R 0

(E10) **Manpower costs** (Tenderer's manpower cost) R 0

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.) R 0

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.) R 0

***(E13)* Total local content** R 0

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Name of Tenderer EME¹ GSE² Non EME/GSE (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 (R) / Under Developed Area (UD) / Township (T) / Urban (U).	Indicate if military veteran
1.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
8.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
9.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
10.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
11.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
12.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> 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)

¹ EME: Exempted Micro Enterprise
² GSE: Qualifying Small Business Enterprise

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

2. 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, 2017, 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 (EC): PARTICULARS OF TENDERER'S PROJECTS

Project title:	UPINGTON AND SURROUNDING AREAS:SERVICING,MAINTENANCE & REPIARS OF HIGH TENSION EQUIPMENT :TERM CONTRACT FOR VARIOUS CLIENTS		
Tender / quotation no:	ID 27593 / A	Closing date:	19/03/2021
Advertising date:	05/03/2021	Validity period:	56 days

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	Contractual commencement date	Contractual completion date	Current percentage progress
1						
2						
3						
4						
5						
6						
7						
8						

12. Completed projects

Projects completed in the previous 5 (five) years	Name of Employer or Representative of Employer	Contract tel. no.	Contract sum	Contractual commencement date	Contractual completion date	Date of Certificate of Practical Completion
1						
2						
3						
4						
5						
6						
7						
8						
9						
Name of Tenderer		Signature		Date		



DPW-21 (EC): Record of addenda to tender documents

DPW-21 (EC): RECORD OF ADDENDA TO TENDER DOCUMENTS

Project title:	UPINGTON AND SURROUNDING AREAS:SERVICING,MAINTENANCE & REPIARS OF HIGH TENSION EQUIPMENT :TERM CONTRACT FOR VARIOUS CLIENTS		
Tender no:	<i>ID 27593 / A</i>	Reference no:	<i>ID 27593 / A</i>

1. I / We confirm that the following communications received from the Department of Public Works and Infrastructure 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.		
11.		
12.		
13.		

Name of Tenderer	Signature	Date

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

--	--	--



DPW-21 (EC): Record of addenda to tender documents

Name of Tenderer	Signature	Date
------------------	-----------	------

DPW-22 (EC): PARTICULARS OF ELECTRICAL CONTRACTOR

Project title:	UPINGTON AND SURROUNDING AREAS:SERVICING,MAINTENANCE & REPIARS OF HIGH TENSION EQUIPMENT :TERM CONTRACT FOR VARIOUS CLIENTS		
Tender no:	ID 27593 / A	Reference no:	ID 27593 / A

Name of Electrical Contractor:	
Address:	
Electrical Contractor registration number at the Electrical Contracting Board of S.A.:	

Name of Tenderer	Signature	Date

DPW-23 (EC): SCHEDULE FOR IMPORTED MATERIALS AND EQUIPMENT

Project title:	UPINGTON AND SURROUNDING AREAS:SERVICING,MAINTENANCE & REPIARS OF HIGH TENSION EQUIPMENT :TERM CONTRACT FOR VARIOUS CLIENTS		
Tender no:	ID 27593 / A	Reference no:	ID 27593 / A

This schedule should be completed by the tenderer. *(Attach additional pages if more space is required)*

Item	Material / Equipment	Rand (R) (Excluding VAT)
1.		R
2.		R
3.		R
4.		R
5.		R
6.		R

The Contractor shall list imported items, materials and/or equipment which shall be excluded from the Contract Price Adjustment Provisions (if applicable) and shall be adjusted in terms of currency fluctuations only. Copies of the supplier's quotations for the items, materials or equipment (provided that such costs shall not be higher than the relevant contract rate as listed above) should be lodged with the Principal Agent / Engineer of the Department of Public Works within 60 (sixty) days from the date of acceptance of the tender. No adjustment of the local VAT amount, nor the contractor's profit, discount, mark-up, handling costs, etc. shall be allowed.

These net amounts will be adjusted as follows:

FORMULA:

The net amount to be added to or deducted from the contract sum:

$$A = V \left(\frac{Z}{Y} - 1 \right)$$

A = the amount (R) of adjustment

V = the net amount (supplier's quotation) (R) of the imported item

Y = exchange rate at the closing date of tender submission

Z = exchange rate on the date of payment.

Name of Tenderer	Signature	Date

Contract

PART 1: Agreement & Contract Data

DPW-05: (EC) CONTRACT DATA - (GCC (2010) 2nd EDITION: 2010)

Project title:	UPINGTON AND SURROUNDING AREAS: SERVICING, MAINTENANCE & REPIARS OF HIGH TENSION EQUIPMENT: TERM CONTRACT FOR VARIOUS CLIENTS		
Tender no:	ID 27593 / A	Reference no:	ID 27593 / A

	PART 1: DATA PROVIDED BY THE EMPLOYER
	CONDITIONS OF CONTRACT
	The General Conditions of Contract for Construction Works, Second Edition, 2010, published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, is applicable to this Contract and is obtainable from www.saice.org.za

CONTRACT SPECIFIC DATA	
The following contract specific data, referring to the General Conditions of Contract for Construction Works, Second Edition, 2010, are applicable to this Contract:	
CLAUSES	COMPULSORY DATA
1.1.1.8	Amend Clause 1.1.1.8 to include the word "rights" to read as follows: "Contract Data" means the specific data which, together with these General Conditions of Contract, collectively describe the rights, risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract.
1.1.1.13	Amend Clause 1.1.1.13 as follows, clarify when the defects liability period starts: "Defects Liability Period" means the period stated in the Contract Data, commencing on the date indicated on the Certificate of Completion or Certificates of Completion in the event of more than one Certificate of Completion is issued for different parts of the Works, during which the Contractor has both the right and the obligation to make good defects in the materials, Plant and workmanship covered by the Contract. Defects liability period is: 12 months.
1.1.1.14 & 5.14.7	The time for achieving Practical Completion of the whole of the works is: 24 Months measured from the <u>Commencement</u> Date. The time thus stated includes special non-working days and the year-end break. <i>or, if Practical Completion in portions is required,</i> The times for achieving Practical Completion for the portions as set out in the Scope of Works are <i>mutatis mutandi</i> : For portion 1 within <i>insert description as may be applicable</i> For portion 2 within <i>insert description as may be applicable</i> For portion 3 within <i>insert description as may be applicable</i> For portion 4 within <i>insert description as may be applicable</i> <i>(followed by further portions as required)</i> The time for achieving Practical Completion of the whole of the Works is: 24 Months, measured from the

	Commencement Date. The time thus stated includes special non-working days and the year-end break.
1.1.1.15	The name of the Employer is: The Government of the Republic of South Africa in its Department of Public Works.
1.1.1.16	The name of the Engineer is: <i>Insert the legal name of the Engineer</i>
1.1.1.26	The Pricing Strategy is a: Re-measurement Contract.
1.1.1.31	Not applicable to this Contract.
1.1.1.35	Insert the definition of "Value of Works" as Clause 1.1.1.35: "Value of Works" means the value of the Works certified by the Engineer as having been satisfactorily executed and shall include the value of the works done, the value of the materials and/or plant and Contract Price Adjustments.
1.2.1.2	Employer's address: Physical Address: 21-23 Market Square Kimberley 8301 Postal Address: Private Bag X5002 Kimberley 8301 Facsimile: 053 838 5290 Telephone: 053 838 5246
	Engineer's address: Physical Address: <i>insert physical address</i> <i>insert town</i> <i>insert code</i> Postal Address: <i>insert postal address</i> <i>insert town</i> <i>insert postal code</i> Facsimile: <i>insert fax no</i> Telephone: <i>insert tel no</i>
1.3.4	Not applicable to this Contract.
1.3.5	Replace Clause 1.3.5 with the following provisions: (a) The Employer will become the owner of the information, documents, advice, recommendation and reports collected, furnished and/or compiled by the Contractor during the course of, and for the

	<p>purposes of executing this Contract, all of which will be handed over to the Employer on request, but in any event on the termination and/or cancellation of this Contract for whatever reason. The Contractor relinquishes its retention or any other rights thereon to which it may be entitled.</p> <p>(b) The copyright of all documents, recommendations and reports compiled by the Contractor during the course of and for the purposes of finalizing the Works will vest in the Employer, and may not be reproduced or distributed or made available to any person outside the Employer's service, or to any institution in any way, without the prior written consent of the Employer. The Employer shall have the right to use such material for any other purpose without the approval of information or payment to the Contractor.</p> <p>(c) The copyright of all electronic aids, software programmes etc. prepared or developed in terms of the Contract shall vest in the Employer, who shall have the right to use such material for any other purpose without the approval of, information or payment to the Contractor.</p> <p>(d) In case of the Contractor providing documents, electronic aids, software programs or like material to the Employer, the development of which has not been at the expense of the Employer, copyright shall not vest in the Employer. The Contractor shall be required to indicate to which documents, electronic aids, software programs or like material this provision applies.</p> <p>(e) The Contractor hereby indemnifies the Employer against any action, claim, damages or legal cost that may be instituted against the Employer on the grounds of an alleged infringement of any copyright, patents or any other intellectual property right in connection with the Works outlined in this Contract.</p> <p>(f) All information, documents, recommendations, programs and reports collected or compiled must be regarded as confidential and may not be communicated or made available to any person outside the Employer's service and may not be published either during the currency of this Contract or after termination thereof without the prior written consent of the Employer.</p>
<p>3.1.3</p>	<p>1. The Engineer's authority to act and/or to execute functions or duties or to issue instructions are expressly excluded in respect of the following:</p> <p>(a) Appointment of nominated Sub-contractors – clause 4.4.3;</p> <p>(b) Granting of an extension of time and/or ruling on claims associated with claims for extension of time – clauses 5.12.3, 10.1.5;</p> <p>(c) Acceleration of the rate of progress and determination of the cost for payment of such acceleration – clause 5.12.4;</p> <p>(d) Rulings on claims and disputes – clauses 10.1.5, 10.2.3 and 10.3.3;</p> <p>(e) Suspension of the Works – clause 5.11.1;</p> <p>(f) Final Payment Certificate – clause 6.10.9;</p> <p>(g) Issuing of <i>mora</i> notices to the Contractor – clauses 9.1.1, 9.1.2.1 and 9.2.1;</p> <p>(h) Cancellation of the contract between the Employer and Contractor – clauses 9.1.1, 9.1.2.1 and 9.2.1.</p>
	<p>2. In order to be legally binding and have legal bearing and consequence, any ruling in respect of the above matters (a) to (h) must be on an official document, signed and issued by the Employer to the Contractor.</p> <p>3. The Contractor must submit claims, demands, notices, notifications, updated particulars and reports in writing, as well as any other supporting documentation pertaining thereto, in respect of any of the above listed matters (a) to (h), to the Engineer within the time periods and in the format(s) as determined in the relevant clauses of the Conditions of Contract. Failing to deliver such to the</p>

	<p>Engineer timeous and in the correct format will invalidate any claim and the consequences of such failure will <i>mutatis mutandis</i> be as stated in clause 10.1.4.</p> <p>4. Clauses 6.10.9 and 10.1.5 shall be amended as follows to indicate the limitation on the Engineer's authority in respect thereof:</p> <p>Clause 6.10.9 – Amend to read as follows:</p> <p>Within 14 days of the date of final approval as stated in the Final Approval Certificate, the Contractor shall deliver to the Engineer a final statement claiming final settlement of all moneys due to him (save in respect of matters in dispute, in terms of Clauses 10.3 to 10.11, and not yet resolved). The Employer shall within 14 days issue to the Contractor a Final Payment Certificate the amount of which shall be paid to the Contractor within 28 days of the date of such certificate, after which no further payments shall be due to the Contractor (save in respect of matters in dispute, in terms of Clauses 10.3 to 10.11 and not yet resolved).</p> <p>Clause 10.1.5 – Amend to read as follows:</p> <p>Unless otherwise provided in the Contract, the Employer shall, within 28 days after the Contractor has delivered his claim in terms of Clause 10.1.1 as read with Clause 10.1.2, deliver to the Contractor his written and adequately reasoned ruling on the claim (referring specifically to this Clause). The amount thereof, if any, allowed by the Employer shall be included to the credit of the Contractor in the next payment certificate.</p> <p>5. Insert the following under 3.1.3: Provided that, notwithstanding any provisions to the contrary in the Contract, the Employer shall have the right to reverse and, should it deem it necessary, to amend any certificate, instruction, decision or valuation of the Engineer and to issue a new one, and such certificate instruction, decisions or valuations shall for the purposes of the Contract be deemed to be issued by the Engineer, provided that the Contractor shall be remunerated in the normal manner for work executed in good faith in terms of an instruction issued by the Engineer and which has subsequently been rescinded.</p>
3.2.2.1	<p>Amend Clause 3.2.2.1 to insert the word "Plant" to read as follows:</p> <p>Observe the execution of the Works, examine and test material, Plant and workmanship, and receive from the Contractor such information as he shall reasonably require.</p>
3.2.3.2	<p>Amend Clause 3.2.3.2 to insert the word "Plant" to reads as follows:</p> <p>Notwithstanding any authority assigned to him in terms of Clauses 3.2.2 and 3.2.4, failure by the Engineer's Representative to disapprove of any work, workmanship, Plant or materials shall not prejudice the power of the Engineer thereafter to disapprove thereof and exercise any of his powers in terms of the Contract in respect of thereof.</p>
4.8.2.1	<p>Amend Clause 4.8.2.1 to include the word "person", as follows:</p> <p>Makes available to the Employer, or to any such contractor, person or authority, any roads or ways for the maintenance of which the Contractor is responsible, or</p>
4.8.2.2	<p>Amend Clause 4.8.2.2 to include "Employer" and "contractors", as follows:</p> <p>Provides any other facility or service of whatsoever nature to the Employer or to any of the said contractors, persons or authorities,</p>
5.3.1	<p>The documentation required before commencement with Works execution are:</p> <p>Health and Safety Plan (Refer to Clause 4.3) Initial programme (Refer to Clause 5.6) Security (Refer to Clause 6.2)</p>

	Insurance (Refer to Clause 8.6) insert other requirements insert other requirements insert other requirements
5.3.2	The time to submit the documentation required before commencement with Works execution is: 21 days.
5.4.2	The access to, and possession of, the Site referred to in Clause 5.4.1 shall be enter "exclusive" or "not exclusive" to the Contractor. In the event of access to, and possession of, the Site is not exclusive to the Contractor, the following limitations apply: Insert an exposition of limitation.
5.8.1	The non-working days are: Saturdays and Sundays The special non-working days are: (1) Public Holidays; (2) The year-end break commencing on 16 December until the Sunday preceding the first working Monday of January of the succeeding year.
5.9.1	Amend Clause 5.9.1 as follows: On the Commencement Date, the Engineer shall deliver to the Contractor three (3) copies, at no cost to the Contractor, of the drawings and any instructions required for the commencement of the Works. The cost of any additional copies of such drawings and/or instructions, as may be required by the Contractor, will be for the account of the Contractor.
5.13.1	The penalty for failing to complete the Works is: Rinsert penalty amount per day or, if completion in portions is required, The penalty for failing to complete portion 1 of the Works is: Rinsert penalty amount per day. The penalty for failing to complete portion 2 of the Works is: Rinsert penalty amount per day. The penalty for failing to complete portion 3 of the Works is: Rinsert penalty amount per day. The penalty for failing to complete portion 4 of the Works is: Rinsert penalty amount per day. Followed by further portions as required. The penalty for failing to complete the whole of the works is: Rinsert penalty amount per day.
5.14.1	Amend the second paragraph of Clause 5.14.1 as follows: When the Works are about to reach the said stage, the Contractor shall, in writing, request a Certificate of Practical Completion and the Engineer shall, within 14 days after receiving such request, issue to the Contractor a written list setting out the work to be completed to justify Practical Completion. Should the Engineer not issue such a list within the 14 days, the Contractor shall notify the Employer accordingly. Should the Employer not issue such a list within 7 days of receipt of such notice, Practical Completion shall be deemed to have been achieved on the 14 th day after the contractor requested the Certificate of Practical Completion.
5.16.1	Amend Clause 5.16.1 to delete the proviso in the third paragraph of this clause.
5.16.2	Amend Clause 5.16.2 as follows:

	No certificate other than the Final Approval Certificate referred to in Clause 5.16.1 shall be deemed to constitute approval of the Works or shall be taken as an admission of the due performance of the Contract or any part thereof, nor of the accuracy of any claim made by the Contractor, nor shall any other certificate exclude or prejudice any of the powers of the Engineer and/or the Employer.
5.16.3	The latent defect period for all works is: 5 years .
6.2.1	The type of security for the due performance of the Contract, as selected by the Contractor in the Contract Data, must be delivered to the Employer.
6.2.3	Amend Clause 6.2.3 as follows: If the Contractor has selected a performance guarantee as security, he shall ensure that it remains valid and enforceable as required in terms of the Contract.
6.5.1.2.3	The percentage allowance to cover overhead charges is: 33%, except on material cost where the percentage allowance is 10%.
6.8.2	Contract Price Adjustment (CPA) will be applicable: "No" . If CPA is indicated as "Yes" above the value of payment certificates is to be adjusted by a Contract Price Adjustment Factor: The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values: The value of "x" is 0.15. The values of the coefficients are: a = 0.25. (Labour) b = 0.3 (Contractor's equipment) c = 0.3 (Material) d = 0.15 (Fuel) The values of the coefficients for "Repair and Maintenance Project" (RAMP) contracts are: a = 0.35 (Labour) b = 0.20 (Contractor's equipment) c = 0.35 (Material) d = 0.10 (Fuel) The urban area nearest the Site is Kimberley: Old Magistrate Court. (Select urban area from Statistical News Release, P0141, Table 7.1.) The applicable industry for the Producer Price Index for materials is insert name of industry. (Select the applicable industry from Statistical News Release, P01421, Table 11.) The area for the Producer Price Index for fuel is insert name of area. (Select the area from Statistical News Release, P01421, Table 12.) The base month is insert month 2020 year. (The month prior to the closing of the tender.)
6.8.3	Price adjustments for variations in the costs of special materials are not allowed.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is: 85 % .
6.10.3	The limit of retention money is dependent on the security to be provided by the Contractor in terms of Clause 6.2.1.



6.10.5	<p>Replace Clause 6.10.5 with the following:</p> <p><u>In respect of contracts up to R2 million and in respect of contracts above R2 million where the Contractor elects a security by means of a 10% retention</u>, 50% of the retention shall be released to the Contractor when the Engineer issues the Certificate of Completion in terms of clause 5.14.4. The remaining 50% of the retention shall be released in accordance with the provisions of the conditions of contract and will become due and payable when the Contractor becomes entitled, in terms of Clause 5.16.1, to receive the Final Approval Certificate.</p> <p><u>In respect of contracts above R2 million, where the Contractor elects a security by means of a cash deposit or fixed guarantee of 5% of the Contract Sum (excl. VAT) and a 5% retention of the Value of the Works (excl. VAT)</u>, the cash deposit or fixed guarantee, whichever is applicable, shall be refunded to the Contractor or return to the guarantor, respectively, when the Engineer issues the Certificate of Completion in terms of Clause 5.14.4. The 5% retention of the Value of the Works (excl. VAT) shall become due and payable when the Contractor becomes entitled, in terms of Clause 5.16.1, to receive the Final Approval Certificate.</p> <p><u>In respect of contracts above R2 million, where the Contractor elects a security by means of a cash deposit or a variable guarantee of 10% of the Contract Sum (excl. VAT)</u>, the cash deposit or the variable guarantee, whichever is applicable, will be reduced to 5% of the Value of the Works (excl. VAT) when the Engineer issues the Certificate of Completion in terms of Clause 5.14.4. The balance of the cash deposit shall become due and payable or the variable guarantee shall expire when the Contractor becomes entitled in terms of Clause 5.16.1 to receive the Final Approval Certificate.</p>
7.9.1	<p>Insert the following at the end of Clause 7.9.1:</p> <p>Provided that, should the Contractor on demand not pay the amount of such costs to the Employer, such amount may be determined and deducted by the Employer from any amount due to or that may become due to the Contractor under this or any other previous or subsequent contract between the Contractor and the Employer.</p>
8.2.2.1	<p>Insert the following as a second paragraph to Clause 8.2.2.1:</p> <p>The Contractor shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the Works and to rebuild, restore, replace and/or repair the Works, failing which the Employer may cause same to be done and recover the reasonable costs associated therewith from the Contractor.</p>
8.4.3	<p>Insert a new Clause 8.4.3 as follows:</p> <p>The Contractor shall on receiving a written instruction from the Engineer immediately proceed at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the Works.</p>
8.6.1.1.1	<p>Amend Clause 8.6.1.1.1 to read as follows: Contract Sum plus 10%.</p>
8.6.1.1.2	<p>The value of Plant and materials supplied by the Employer to be included in the insurance sum is: Nil</p>
8.6.1.1.3	<p>The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is: Nil</p>
8.6.1.3	<p>Amend Clause 8.6.1.3 to delete reference to limit of indemnity, to read as follows:</p> <p>Liability insurance that covers the Contractor against liability for the death of, or injury to any person, or loss of, or damage to any property (other than property while it is insured in terms of Clause 8.6.1.1) arising from or in the course of the fulfilment of the Contract, from the Commencement Date to the date of the end of the Defects Liability Period, if there is one, or otherwise to the issue of the Certificate of Completion.</p>

8.6.1.5	<p>1. Public liability insurance to be effect by the Contractor to a minimum value of:</p> <p><input type="checkbox"/> R5 million</p> <p>or</p> <p><input type="checkbox"/> R insert amount in figures (and in words)</p> <p>With a deductible not exceeding 5% of each and every claim.</p> <p>2. Support insurance is to be effected by the Contractor to a minimum value of:</p> <p>R insert amount in figures (and in words)</p> <p>With a deductible not exceeding 5% of each and every claim.</p>
8.6.5	<p>Amend Clause 8.6.5 as follows:</p> <p>Save as otherwise provided in the Contract Data, the insurances referred to in Clause 8.6.1 shall be effected with an insurance company registered in the Republic of South Africa. The Contractor shall submit the insurance policy to the Employer for approval, if so requested.</p>
8.6.7	<p>Amend Clause 8.6.7 as follows:</p> <p>If the Contractor fails to effect and keep in force any of the insurances referred to in Clause 8.6.1, the Employer may cancel the Contract in terms of Clause 9.2.</p>
8.6.8	<p>Insert a new Clause 8.6.8 in provide for high risk insurance for projects executed on areas classified as "High Risk Areas".</p> <p>HIGH RISK INSURANCE</p> <p>In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:</p> <p>(1) Damage to the Works</p> <p>The Contractor shall, from the date of Commencement of the Works until the date of the Certificate of Completion, bear the full risk of and hereby indemnifies and holds harmless the Employer against any damage to and/or destruction of the Works consequent upon a catastrophic ground movement as mentioned above. The Contractor shall take such precautions and security measures and other steps for the protection of the Works as he may deem necessary.</p> <p>When so instructed to do so by the Engineer, the Contractor shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the Works and to rebuild, restore, replace and/or repair the Works, at the Contractor's own costs.</p> <p>(2) Injury to Persons or Loss of or damage to Properties</p> <p>The Contractor shall be liable for and hereby indemnifies and holds harmless the Employer against any liability, loss, claim or proceeding arising during the Contract Period whether arising in common law or by Statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above.</p> <p>The Contractor shall be liable for and hereby indemnifies the Employer against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable or personal property or property contiguous to the Site, whether belonging to or under the control of the Employer or any other body or person whomsoever arising out of or caused by a catastrophic ground</p>



	<p>movement, as mentioned above, which occurred during the Contract Period.</p> <p>(3) It is the responsibility of the Contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in Clauses 8.6.8(1) and 8.6.8 (2) above. Without limiting his obligations in terms of the Contract, the Contractor shall, within 21 days of the Commencement Date and before Commencement of the Works, submit to the Employer proof of such insurance policy, if requested to do so.</p> <p>(4) The Employer shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the Contractor's default of his obligations as set out in Clauses 8.6.8 (1), 8.6.8 (2) and 8.6.8 (3). Provided that, should the Contractor on demand not pay the amount of such costs to the Employer, such amount may be determined and deducted by the Employer from any amount due to or that may become due to the Contractor under this or any other existing or subsequent contract between the Contractor and the Employer.</p>
9.1.4	<p>Amend Clause 9.1.4 as follows:</p> <p>In the circumstances referred to in Clauses 9.1.1, 9.1.2 or 9.1.3 (provided that the circumstances in 9.1.3 is not due to the fault of the Contractor, his employees, contractors or agents), and whether or not the Contract is terminated under the provisions of this Clause, the Contractor shall be entitled to payment of any increased cost of or incidental to the execution of the Works which is specifically attributable to, or consequent upon the circumstances defined in Clauses 9.1.1, 9.1.2 or 9.1.3;</p>
9.1.5	<p>Amend Clause 9.1.5 as follows:</p> <p>If the Contract is terminated on any account in terms of this Clause (provided that the circumstances in 9.1.3 is not due to the fault of the Contractor, his employees, contractors or agents) , the Contractor shall be paid by the Employer (insofar as such amounts or items have not already been covered by payments on account made to the Contractor) for all measured work executed prior to the date of termination, the amount (without retention), payable in terms of the Contract and, in addition:</p>
9.1.6	<p>This Clause is not applicable to this Contract.</p>
9.2.1.3.8	<p>Insert a new Clause 9.2.1.3.8 as follows:</p> <p>Has failed to effect and keep in force any of the insurances referred to in Clause 8.6.1,</p>
9.2.4	<p>Insert a new Clause 9.2.4 as follows, to provide for unilateral termination by the Employer:</p> <p>The Employer shall be entitled at any time to unilaterally terminate or cancel this Contract or any part thereof. Save for the following, the Contractor shall not be entitled to claim any other amounts whatsoever in respect of such termination or cancellation of this Contract. The Employer shall be obliged to pay the Contractor as damages and/or loss of profit the lesser of:</p> <p>9.2.4.1 An amount not exceeding 10% of the Contract Sum;</p> <p>9.2.4.2 10% of the value of incomplete work; or</p> <p>9.2.4.3 The Contractor's actual damage or loss as determined by the Employer after receipt of evidence substantiating any such damage or loss.</p>
9.3.2.2	<p>Amend Clause 9.3.2.2 as follows to delete the proviso on lien:</p> <p>The ownership of Plant and unused materials brought onto the Site by the Contractor, and for which the Employer has not made any payment, shall revert to the Contractor and he shall, with all reasonable dispatch, remove from the Site such Plant, materials and all Construction Equipment and Temporary Works.</p>
9.3.3	<p>Insert the following at the end of Clause 9.3.3</p>

	After cancellation of the Contract by the Contractor, the Contractor, when requested by the Employer to do so, shall not be entitled to refuse to withdraw from the Works on the grounds of any lien or a right of retention or on the grounds of any other right whatsoever.
10.1.3.1	Amend Clause 10.1.3.1 as follows to insert the word "Plant": All facts and circumstances relating to the claims shall be investigated as and when they occur or arise. For this purpose, the Contractor shall deliver to the Engineer, records in a form approved by the Engineer, of all the facts and circumstances which the Contractor considers relevant and wishes to rely upon in support of his claims, including details of all Construction Equipment, labour, Plant and materials relevant to each claim. Such records shall be submitted promptly after the occurrence of the event giving rise to the claim.
10.1.6	Insert a new Clause 10.1.6 as follows: If the Employer fails to give his ruling within the period referred to in Clause 10.1.5 he shall be deemed to have given a ruling dismissing the claim.
10.2.1	Amend Clause 10.2.1 as follows: In respect of any matter arising out of or in connection with the Contract, which is not required to be dealt with in terms of Clause 10.1 or which does not require the decision or ruling of the Employer, the Contractor or the Employer shall have the right to deliver a written dissatisfaction claim to the Engineer. This written claim shall be supported by particulars and substantiated.
10.2.2	Amend Clause 10.2.2 as follows: If, in respect of any matter arising out of or in connection with the Contract, which is not required to be dealt with in terms of Clause 10.1 or which does not require the decision or ruling of the Employer, the Contractor or the Employer fails to submit a claim within 28 days after the cause of dissatisfaction, he shall have no further right to raise any dissatisfaction on such matter.
10.3.2	Amend Clause 10.3.2 as follows to replace "adjudication" with "court": If either party shall have given notice in compliance with Clause 10.3.1, the dispute shall be referred to court proceedings in terms of Clause 10.8, unless amicable settlement is contemplated.
10.3.3	Replace "Engineer" with "Employer".
10.4.2	Amend Clause 10.4.2 as follows to provide for submission to court: If the other party rejects the invitation to amicable settlement in writing or does not respond in writing to the invitation within 14 days, or amicable settlement is unsuccessful, either party may submit the dispute to court.
10.4.4	Amend Clause 10.4.4 to delete reference to "adjudication" and "arbitration" to read as follows: Save for reference to any portion of any settlement or decision which has been agreed to be final and binding on the parties, no reference shall be made by or on behalf of either party in any subsequent court proceedings, to any outcome of an amicable settlement, or to the fact that any particular evidence was given, or to any submission, statement or admission made in the course of the amicable settlement.
10.5 10.6 & 10.7	The entire provisions of these Clauses are not applicable to this Contract.
10.10.3	Amend Clause 10.10.3 as follows to reword and remove reference to "arbitrator": The court shall have full power to open up, review and revise any ruling, decision, order, instruction, certificate or valuation of the Engineer and Employer and neither party shall be limited in such proceedings before such court to the evidence or arguments put before the Engineer or Employer for the purpose of

	obtaining his ruling.
--	-----------------------

PART 2: DATA PROVIDED BY THE CONTRACTOR	
1.1.1.9	The name of the Contractor is:
1.2.1.2	<p>The address of the Contractor is:</p> <p>Physical Address:</p> <p>Postal Address:</p> <p>Facsimile:</p> <p>Telephone:</p>
6.2.1	<p>The security to be provided by the Contractor shall be one of the following:</p> <p>(a) Cash deposit of 10 % of the Contact Sum (excl. VAT) <input type="checkbox"/> YES or <input type="checkbox"/> NO</p> <p>(b) Variable performance guarantee of 10 % of the Contract Sum (excl. VAT) <input type="checkbox"/> YES or <input type="checkbox"/> NO</p> <p>(c) Retention of 10 % of the value of the Works (excl. VAT) <input type="checkbox"/> YES or <input type="checkbox"/> NO</p> <p>(d) Cash deposit of 5 % of the Contract Sum (excl. VAT) plus retention of 5 % of the value of the Works (excl. VAT) <input type="checkbox"/> YES or <input type="checkbox"/> NO</p> <p>(e) Performance guarantee of 5 % of the Contract Sum (excl. VAT) plus retention of 5 % of the value of the Works (excl. VAT) <input type="checkbox"/> YES or <input type="checkbox"/> NO</p> <p>NB: Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 53 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.</p>

PA-10: GENERAL CONDITIONS OF CONTRACT (GCC)

NOTES:

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1. **"Closing time"** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. **"Contract"** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. **"Contract price"** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. **"Corrupt practice"** means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6. **"Country of origin"** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. **"Day"** means calendar day.
- 1.8. **"Delivery"** means delivery in compliance of the conditions of the contract or order.
- 1.9. **"Delivery ex stock"** means immediate delivery directly from stock actually on hand.
- 1.10. **"Delivery into consignees store or to his site"** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. **"Dumping"** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. **"Force majeure"** means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13. **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14. **"GCC"** means the General Conditions of Contract.
- 1.15. **"Goods"** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

- 1.16. **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17. **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. **“Project site”** where applicable, means the place indicated in bidding documents.
- 1.21. **“Purchaser”** means the organization purchasing the goods.
- 1.22. **“Republic”** means the Republic of South Africa.
- 1.23. **“SCC”** means the Special Conditions of Contract.
- 1.24. **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25. **“Written” or “in writing”** means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be

made in confidence and shall extend only so far as may be necessary for purposes of such performance.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and



- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

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

15. Warranty

15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

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

17. Prices

17.1. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

18.1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:



- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period of not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction on any person by the Accounting Officer/ Authority will, at the discretion of the Accounting Officer/ Authority, also be applicable to any enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which the first-mentioned person, is or was in the opinion of the Accounting Officer/ Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish The National Treasury, with the following information:

- i) The name and address of the supplier and/or person restricted by the purchaser;
- ii) The date of commencement of the restriction
- iii) The period of the restriction; and
- iv) The reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than ten years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1. When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.



25. Force Majeure

- 25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

- 26.1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in Connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of the procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under contract unless they Otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of Liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African

33. National Industrial Participation Programme (NIPP)

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive Practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Name of Bidder	Signature	Date

DPW-07 (EC): FORM OF OFFER AND ACCEPTANCE

Project title:	UPINGTON AND SURROUNDING AREAS:SERVICING,MAINTENANCE & REPIARS OF HIGH TENSION EQUIPMENT :TERM CONTRACT FOR VARIOUS CLIENTS		
Tender no:	ID 27593 / A	Reference no:	ID 27593 / A

OFFER

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

UPINGTON AND SURROUNDING AREAS:SERVICING,MAINTENANCE & REPIARS OF HIGH TENSION EQUIPMENT :TERM CONTRACT FOR VARIOUS CLIENTS

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 liabilities of the Contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE TOTAL OFFER INCLUSIVE OF ALL APPLICABLE TAXES (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 further price negotiation with the preferred tenderer(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 Contractor 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)

<p>Company or Close Corporation:</p> <p>.....</p> <p>.....</p> <p>And: Whose Registration Number is:</p> <p>.....</p> <p>And: Whose Income Tax Reference Number is:</p> <p>.....</p> <p>CSD supplier number:.....</p>	OR	<p>Natural Person or Partnership:</p> <p>.....</p> <p>.....</p> <p>Whose Identity Number(s) is/are:</p> <p>.....</p> <p>Whose Income Tax Reference Number is/are:</p> <p>.....</p> <p>CSD supplier number:.....</p>
---	----	---

AND WHO IS (if applicable):

Trading under the name and style of:
--

AND WHO IS:

*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".

**Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"

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 / Members / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.
--	---

Tender no:

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 IN.

The official alternative

Own alternative (only if documentation makes provision therefore) ..

SECURITY OFFERED:

(a) the Tenderer accepts that in respect of contracts up to R1 million, a payment reduction** of 5% of the contact value (excluding VAT) will be applicable and will be deducted by the Employer in terms of the applicable conditions of contract

(b) in respect of contracts above R1 million, the Tenderer offers to provide security as indicated below:

- (1) cash deposit of 10 % of the Contract Sum (excluding VAT) Yes No
- (2) variable construction guarantee of 10 % of the Contract Sum (excluding VAT) Yes No
select
- (3) payment reduction of 10% of the value certified in the payment certificate (excluding VAT) Yes No
- (4) cash deposit of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) Yes No
- (5) fixed construction guarantee of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) Yes No
select

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.

*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". Page 2 of 4

**Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"

Fax No
 Postal address
 Banker Branch.....
 Registration No of Tenderer at Department of Labour
 CIDB Registration Number:

Tender no:

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 Contractor the amount due in accordance with the conditions of contract identified in the
 Part 3 Scope of work.
 Part 4 Site information

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

Deviations from and contract data. Acceptance of the Tenderer's offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part 1 Agreement and contract data, (which includes this agreement)

Part 2 Pricing data
 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 Contractor) 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 this agreement, 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
------------------------------	----------------------------

*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".

**Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"

Address of Organisation:	
---------------------------------	--

WITNESSED BY:

Name of witness	Signature	Date

Tender no:

Schedule of Deviations

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.

*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".

**Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"

DPW-10.2 (EC): VARIABLE CONSTRUCTION GUARANTEE – (GCC (2010) 2nd EDITION: 2010)

Director-General
Department of Public Works
Government of the Republic of South Africa

To: **Andisiwe Mhlana**
Private Bag 5002
Kimberley
8301

Sir,

VARIABLE CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF GCC (2010) 2nd EDITION 2010

1. With reference to the contract between _____
_____ (hereinafter referred to as the “contractor”) and the Government of the Republic of South Africa in its Department of Public Works (hereinafter referred to as the “employer”), Contract/Tender No: **Tender No**, for the **UPINGTON AND SURROUNDING AREAS:SERVICING,MAINTENANCE & REPIARS OF HIGH TENSION EQUIPMENT :TERM CONTRACT FOR VARIOUS CLIENTS** (hereinafter referred to as the “contract”) for the sum of R **insert amount, (insert amount in words)**, (hereinafter referred to as the “contract sum”).

I / We, _____
in my/our capacity as _____ and hereby representing _____ (hereinafter referred to as the “guarantor”) advise that the guarantor holds at the employer’s disposal the sum of R **insert amount, (insert amount in words)** being 10% of the contract sum (excluding VAT), for the due fulfilment of the contract.
2. I / We advise that the guarantor’s liability in terms of this guarantee shall be as follows:
 - (a) From and including the date on which this guarantee is issued and up to and including the day before the date on which the last **certificate of completion** of works is issued, the guarantor will be liable in terms of this guarantee to the maximum amount of 10% of the **contract sum** (excluding VAT);
 - (b) The guarantor’s liability shall reduce to 5 % of the **value of the works** (excluding VAT) as determined at the date of the last **certificate of completion** of works, subject to such amount not exceeding 10% of the **contract sum** (excluding VAT);
 - (c) This guarantee shall expire on the date of the last **final approval certificate**.
3. The guarantor hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis; and de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the employer the amount guaranteed on receipt of a written demand from the employer to do so, stating that (in the employer’s opinion and sole discretion):
 - (a) the contractor has failed or neglected to comply with the terms and/or conditions of the **contract**; or
 - (b) the contractor’s estate is sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa.

4. Subject to the above, but without in any way detracting from the **employer's** rights to adopt any of the procedures provided for in the **contract**, the said demand can be made by the **employer** at any stage prior to the expiry of this guarantee.
5. The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon issue of the last **final approval certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.
6. The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the foregoing, any compromise, extension of the construction period, indulgence, release or variation of the **contractor's** obligation shall not affect the validity of this guarantee.
7. The **guarantor** reserves the right to withdraw from this guarantee at any time by depositing the guaranteed amount with the **employer**, whereupon the **guarantor's** liability ceases.
8. This guarantee is neither negotiable nor transferable, and
 - (a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 5 above, or
 - (b) shall lapse in accordance with clause 2 (c) above.
9. This guarantee shall not be interpreted as extending the **guarantor's** liability to anything more than payment of the amount guaranteed.

SIGNED AT _____ ON THIS _____ DAY OF _____ 200__

AS WITNESS

1. _____
2. _____

By and on behalf of

(insert the name and physical address of the guarantor)

NAME: _____

CAPACITY: _____
(duly authorised thereto by resolution attached marked Annexure A)

DATE: _____

- A. No alterations and/or additions of the wording of this form will be accepted.
- B. The physical address of the guarantor must be clearly indicated and will be regarded as the guarantor's *domicilium citandi et executandi*, for all purposes arising from this guarantee.

C. This GUARANTEE must be returned to: _____

DPW-10.4 (EC): FIXED CONSTRUCTION GUARANTEE - (GCC (2010) 2nd EDITION: 2010)

Director-General
Department of Public Works
Government of the Republic of South Africa

To: **Mahlomola Khoabane**
Private Bag 5002
Kimberley
8301

Sir,

FIXED CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF GCC (2010) 2ND EDITION 2010

1. With reference to the contract between _____ (hereinafter referred to as the "contractor") and the Government of the Republic of South Africa in its Department of Public Works (hereinafter referred to as the "employer"), Contract/Tender No: **Tender No**, for the **UPINGTON AND SURROUNDING AREAS:SERVICING,MAINTENANCE & REPIARS OF HIGH TENSION EQUIPMENT :TERM CONTRACT FOR VARIOUS CLIENTS** (hereinafter referred to as the "contract"), for the sum of R *insert amount*, (*insert amount in words*), (hereinafter referred to as the "contract sum").

I / We, _____
in my/our capacity as _____ and hereby
representing _____ (hereinafter referred to as the "guarantor") advise that the guarantor holds at the employer's disposal the sum of R *insert amount*, (*insert amount in words*) being 5% of the contract sum (excluding VAT), for the due fulfillment of the contract.

2. The guarantor hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis; and de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the employer the amount guaranteed on receipt of a written demand from the employer to do so, stating that (in the employer's opinion and sole discretion):
- (a) the contractor has failed or neglected to comply with the terms and/or conditions of the contract; or
 - (b) the contractor's estate is sequestrated; liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa.
3. Subject to the above, but without in any way detracting from the employer's rights to adopt any of the procedures provided for in the contract, the said demand can be made by the employer at any stage prior to the expiry of this guarantee.
4. The amount paid by the guarantor in terms of this guarantee may be retained by the employer on condition that upon the issue of the last final approval certificate, the employer shall account to the guarantor showing how this amount has been expended and refund any balance due to the guarantor.
5. The employer shall have the absolute right to arrange his affairs with the contractor in any manner which the employer deems fit and the guarantor shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the guarantor. Without derogating from the

aforegoing, any compromise, extension of the construction period, indulgence, release or variation of the **contractor's** obligation shall not affect the validity of this guarantee.

- 6. The **guarantor** reserves the right to withdraw from this guarantee at any time by depositing the guaranteed amount with the **employer**, whereupon the **guarantor's** liability ceases.
- 7. This guarantee is neither negotiable nor transferable, and
 - (a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 4 above, or
 - (b) shall lapse on the date of the last **certificate of completion** of works.
- 8. This guarantee shall not be interpreted as extending the **guarantor's** liability to anything more than the payment of the amount guaranteed.

SIGNED AT _____ ON THIS _____ DAY OF _____ 20_____.

AS WITNESS

- 1. _____
- 2. _____

By and on behalf of

(Insert the name and physical address of the guarantor)

NAME: _____

CAPACITY: _____
(duly authorised thereto by resolution attached marked Annexure A)

DATE: _____

- A. No alterations and/or additions of the wording of this form will be accepted.
- B. The physical address of the guarantor must be clearly indicated and will be regarded as the guarantor's *domicilium citandi et executandi*, for all purposes arising from this guarantee.
- C. This GUARANTEE must be returned to: _____

Part 2: Pricing Data

PG-02.1 (EC) PRICING INSTRUCTIONS – (GCC (2010) 2nd EDITION: 2010)

Project title:	<i>UPINGTON AND SURROUNDING AREAS:SERVICING,MAINTENANCE & REPIARS OF HIGH TENSION EQUIPMENT :TERM CONTRACT FOR VARIOUS CLIENTS</i>		
Tender no:	ID 27593	Reference no:	ID 27593

C2.1 Pricing Instructions

1. GENERAL

The Bill of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents, which include the Conditions of Tender, Conditions of Contract, the Specifications (including the Standard, Project and Particular Specifications) and the Drawings.

2. DESCRIPTION OF ITEMS IN THE SCHEDULE

The Bill of Quantities has been drawn up generally in accordance with Civil Engineering Quantities 1990 issued by the SA Institution of Civil Engineers.

The short descriptions of the items in the Bill of Quantities are for identification purposes only and the measurement and payment clause of the Standardized Specifications and the Particular Specifications, read together with the relevant clauses of the Project Specification and directives on the drawings, set out what ancillary or associated work and activities are included in the rates for the operations specified.

3. QUANTITIES REFLECTED IN THE SCHEDULE

The quantities given in the Bill of Quantities are estimates only, and subject to remeasuring during the execution of the work. The Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements for it.

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

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

4. PROVISIONAL SUMS

Where Provisional sums or Prime Cost sums are provided for items in the Bill of Quantities, payment for the work done under such items will be made in accordance with Clause 6.6 of the General Conditions of Contract 2010. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted in the "Amount" column of the Bill of Quantities and in the Summary of the Bill of Quantities unless ordered or authorized in writing by the Employer before closure of tenders. Unauthorized changes made by the Tenderer to provisional items in the Bill of Quantities, or to the provisional percentages and sums in the Summary of the Bill of Quantities will lead to the disqualification of the Tenderer.

5. PRICING OF THE BILL OF QUANTITIES

The prices and rates to be inserted by the Tenderer in the Bill of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all costs and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings

as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based.

Tender no: ID 27593

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

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

The Tenderer shall fill in rates for all items where the words "rate only" appear in the "Total" column. "Rate Only" items have been included where:

- (a) an alternative item or material is contemplated;
- (b) variations of specified components in the make-up of a pay item may be expected; and
- (c) no work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

For "Rate Only" items no quantities are given in the "Quantity" column but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall however note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

All rates and amounts quoted in the Bill of Quantities shall be in rands and cents and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Bill of Quantities.

The Tenderer shall be deemed to have inspected and examined the Site and its surroundings and information available in connection therewith and to have satisfied himself before submitting his tender (as far as is practicable) as to:

- (a) the form and nature of the Site and its surroundings, including subsurface conditions,
- (b) the hydrological and climatic conditions,
- (c) the extent and nature of work and materials necessary for the execution and completion of the Works,
- (d) the means of access to the Site and the accommodation he may require

and, in general, shall be deemed to have obtained all information (as far as is practicable) as to risks, contingencies and all other circumstances which may influence or affect his Tender.

6. CORRECTION OF ENTRIES

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialled by the Tenderer.

7. ARITHMETICAL ERRORS

Arithmetical errors found in the Bill of Quantities as a result of faulty multiplication or addition, will be corrected by the Engineer at the tender evaluation stage, as set out in the Tender Data.

Tender no: ID 27593

8. UNITS OF MEASUREMENT

The units of measurement described in the Bill of Quantities are metric units for which the standard international abbreviations are used. Non-standard abbreviations which may appear in the Bill of Quantities are as follows:

No.	=	Number
%	=	Percent
Sum	=	Lump sum
PCsum	=	Prime cost sum
Prov sum	=	Provisional sum
m ³ .km	=	Cubic metre - kilometre
Km-pas	=	kilometre - pass
m ² .pass	=	square metre – pass



Tender no: 1D 27593

C2.1 Bill of Quantities

Insert Bill of Quantities

PART C2.2 Bills/ Schedules of Quantities

SCHEDULE NO 1: PRELIMINARY & GENERAL

ITEM	DESCRIPTION	Unit of measurement	ITEM PRICE- YEAR 1			Estimate usage	AMOUNT A			ITEM PRICE- YEAR 2			Estimate usage	AMOUNT B			TOTAL AMOUNT A+B		
			R	C			R	C		R	C			R	C		R	C	
SCHEDULE NO.1																			
1	PRELIMINARY & GENERAL																		
	Conditions of Contract : Compliance with all contractual requirements and obligations in terms of the General Conditions of Contract the Contract Data																		
	Conditions except as elsewhere measured :																		
1.1	Insurance : Construction Works :																		
1.1.1	Time related	months				12													
1.2	Insurance : Public Liability :																		
1.2.1	Time related	months				12													
1.3	Insurance : Special Risks (SASRIA) :																		
1.3.1	Time related	months				12													
1.4	Insurance : Occupational Compensation (COID) :																		
1.4.1	Time related	months				12													
1.5	Construction programmes compile, submit,maintain :																		
1.5.1	Time related	months				12													
1.6	Preliminary & General: Balance of Items :																		
1.6.1	Fixed	sum				1													
1.7	Programme of the Works : Prepare, submit and maintain current. Facilities as specified or necessary for the duration of the contract including establishment at commencement and removal upon completion.	sum				1													
1.7.1	Admin facilities: Site instruction book,communications, etc	sum				1													
1.7.2	Signage	no				20													
CARRIED FORWARD																			

ITEM	DESCRIPTION	Unit of measurement	ITEM PRICE- YEAR 1			Estimate usage	AMOUNT A			ITEM PRICE- YEAR 2			Estimate usage	AMOUNT B			TOTAL AMOUNT A+B		
			R	C			R	C		R	C			R	C		R	C	
	BROUGHT FORWARD																		
1.8	Occupational Health & Safety: Compliance with the requirements of the applicable Act including specified additional recruitments.																		
1.8.1	Safety Officer: Appoint	sum				1							1						
1.8.2	Prepare & submit Health & Safety plan	sum				1				N/A			0			N/A			
1.8.3	First Aid Kit: Supply & maintain	months				12							12						
1.8.4	Safety Meetings:Conduct & record proceedings, copy to Engineer	months				12							12						
1.8.5	Balance of safety related compliance	months				12							12						
1.8.6	Hazardous Material: Compliance with Occupational Health & Safety - Asbestos Regulations, 2001	facility				1							1						
1.8.7	Scaffolding: Compliance with Occupational Health and Safety - Construction Regulations, 2003 Supervision and management of the progress of the construction works including the attendance at meetings at the site with the Employer & or representatives as and when required.	facility				10							10						
1.9	Supervision & Management																		
1.9.1	Time Related	months				12							12						
1.9.2	Access control & identify of staff	months				12							12						
1.9.3	Time Related	months				12							12						
1.9.4	Rubbish & waste management	months				12							12						
1.9.5	Time Related	months				12							12						
1.9.6	Quality system	sum				12							12						
1.9.7	Fixed	months				12							12						
1.9.8	Time Related	months				12							12						
	CARRIED FORWARD TO SUMMARY																		

SCHEDULE NO 3

ITEM	DESCRIPTION	Unit of measurement	ITEM PRICE- YEAR 1			ITEM PRICE- YEAR 2			TOTAL AMOUNT A+B		
			R	C	Estimate usage	R	C	Estimate usage	R	C	R
3	SCHEDULED MAINTENANCE										
3.1	TRANSFORMERS										
	Transformer Maintenance (100 - 500 KVA 11000/400 V Oil Cooled)										
3.1.1	Servicing of transformer including checking oil leaks, buchholz relay, tap settings, secondary voltage etc (per Transformer every 3 months rate including transport)	No			16						
3.1.2	Pole mounted Transformer Maintenance (50 - 315 KVA 11000/400 V Oil Cooled)	No			12						
	Service of transformers including checking oil leaks, buchholz relay, tap settings, secondary voltage etc (per Transformer every 3 months rate including transport)										
3.2	Supply, install, decommission old transformer, test and commissioning of the following including all necessary materials. (Specification to be provided when this request is due)										
3.2.1	100-500KVA 11KV/400V Transformer	Item			1						
3.2.2	Hiring of Transformer 315KVA 400V per day	Day			10						
	CARRIED FORWARD										

ITEM	DESCRIPTION	Unit of measurement	ITEM PRICE- YEAR 1			Estimate Usage	AMOUNT A			ITEM PRICE- YEAR 2			Estimate Usage	AMOUNT B			TOTAL AMOUNT A+B		
			R	C			R	C		R	C			R	C				
	BROUGHT FORWARD																		
3.3	Supply and Install Equipment / Material																		
3.3.1	Buchholz Relay	No				2							2						
3.3.2	Temperature Gauge	No				3							3						
3.3.3	Transformer Oil	lt				2000							2000						
3.3.4	Tap Changer Switch (average size)	Item				1							1						
3.3.5	Ammeter Fuse	Item				5							5						
3.3.6	Bushing Insulator	Item				5							5						
	CARRIED FORWARD																		

ITEM	DESCRIPTION	Unit of measurement	ITEM PRICE- YEAR 1			ITEM PRICE- YEAR 2			AMOUNT A			AMOUNT B			TOTAL AMOUNT A+B		
			R	C	Estimate usage	R	C	Estimate usage	R	C	R	C	R	C	R	C	
	BROUGHT FORWARD																
3.3.7	Sight glass	item			3			3									
3.3.8	Gasket seal set	item			3			3									
3.4	Perform the following																
3.4.1	Oil test (per transformer)	No			6			6									
3.4.2	Purification per 4 Pass complete	No			6			6									
3.5	ELECTRICAL MV																
	MV Panels																
3.5.1	MV Panel Maintenance (Visual inspection, panel testing & servicing DCB every 3 months rate including transport)	per panel			12			12									
3.6	Supply, install, decommission old panel, test and commissioning of the following including all necessary materials. (Specification to be provided when this request is due)																
3.6.1	11KV Incomer / Feeder Isolator 630A (Incl. overcurrent and earth fault protection)	No			1			1	N/A		0			N/A			
3.6.2	Outdoor unit including plinth, 11KV Incomer/feeder Isolator 630A (Incl. overcurrent and earth fault protection)	No			1			1	N/A		0			N/A			
3.6.3	Metering installed in 11KV ; 630A Panel including CT's a	No			1			1	N/A		0			N/A			
3.6.4	11KV Incomer / Feeder Isolator 630A	No			1			1	N/A		0			N/A			
3.6.5	Metering installed in 11KV ; 630A Panel including CT's and VTs	No			1			1	N/A		0			N/A			
3.6.6	Outdoor unit including plinth, 11KV Ring Main Units (RMU's) 630A (2 Incomer CB, 1 transformer insulator with fuses)	No			1			1	N/A		1			N/A			
	CARRIED FORWARD																

ITEM	DESCRIPTION	Unit of measurement	ITEM PRICE - YEAR 1			ITEM PRICE - YEAR 2			AMOUNT A			AMOUNT B			TOTAL AMOUNT A+B			
			R	C	Estimate Usage	R	C	Estimate Usage	R	C	R	C	R	C	R	C		
	BROUGHT FORWARD																	
	Electrical Standoff Switches																	
3.7	Supply, install, test and commissioning of the following:																	
3.7.1	Install standoff switch (tripping only)	No			10													
3.7.2	Install standoff switch (tripping and closing)	No			3													
3.7.3	Supply standoff lead	No			10													
3.8	DC Tripping Gear																	
3.8.1	Set and Calibrate	No			20													
3.8.2	Clean	No			20													
	Minisubstation																	
3.9	Minisubstation Maintenance (200 - 500 KVA, 11000/400 V)																	
3.9.1	Servicing of minisubstation including checking of oil levels, solenoid relays, interlocking, transformer trip alarm etc (per minisub every 3 months rate including transport)	No			32													
	Supply, install, decommission old minisub, test and commissioning of the following including all necessary components: (Specification to be provided when this request is due)																	
3.10.1	250-500 KVA 11KV/400V Mini Substation	No			1													
3.10.2	Spray painting - Mini Substation	m ²			200				N/A									N/A
	Supply, install, decommission old BTU, test and commissioning of the following including all necessary materials:																	
3.11.1	30Vdc BTU	No			2													
3.11.2	30V Battery Set	No			2													
	Cables, Termination and Joint Kits																	
3.12	Supply, install, remove old cables, test, the following:																	
3.12.1	11KV 120mm ² 3core PILC Insulated cables with copper conductor	m			15													
	CARRIED FORWARD																	

ITEM	DESCRIPTION	Unit of measurement	ITEM PRICE- YEAR 1			Estimate usage	AMOUNT A			ITEM PRICE- YEAR 2			Estimate usage	AMOUNT B			TOTAL AMOUNT A+B			
			R	C			R	C		R	C			R	C					
	BROUGHT FORWARD																			
3.12.2	11KV 95mm ² 3core PILC insulated cables with copper conductor	m			20							20								
3.12.3	11KV 70mm ² 3core PILC insulated cables with copper conductor	m			20							20								
3.12.4	11KV 50mm ² 3core PILC insulated cables with copper conductor	m			20							20								
3.12.5	11KV 35mm ² 3core PILC insulated cables with copper conductor	m			20							20								
3.12.6	11KV 120mm ² 3core PILC Termination Set	No			5							5								
3.12.7	11KV 95mm ² 3core PILC Termination Set	No			5							5								
3.12.8	11KV 70mm ² 3core PILC Termination Set	No			5							5								
3.12.9	11KV 50mm ² 3core PILC Termination Set	No			5							5								
3.12.10	11KV 35mm ² 3core PILC Termination Set	No			5							5								
3.12.11	90/120mm 11KV joint kit	No			5							5								
3.12.12	70mm 11KV joint kit	No			5							5								
3.12.13	50mm 11KV joint kit	No			5							5								
3.12.14	35mm 11KV joint kit	No			5							5								
3.13	ELECTRICAL LV																			
	Cables																			
	Supply and Install PVC/SWA/PVC 1000/900V copper cables																			
3.13.1	150mm ² 4c	m			20							20								
3.13.2	120mm ² 4c	m			20							20								
3.13.3	95mm ² 4c	m			20							20								
3.13.4	70mm ² 4c	m			20							20								
3.13.5	50mm ² 4c	m			20							20								
3.13.6	35mm ² 4c	m			20							20								
3.14	Supply and Install Termination for 1000V PVC/SWA/PVC cable																			
3.14.1	150mm ² x 4-core	No			10							10								
3.14.2	120mm ² x 4-core	No			10							10								
3.14.3	95mm ² x 4-core	No			10							10								
3.14.4	70mm ² x 4-core	No			10							10								
3.14.5	50mm ² x 4-core	No			10							10								
3.14.6	35mm ² x 4-core	No			10							10								
	CARRIED FORWARD																			

ITEM	DESCRIPTION	Unit of measurement	ITEM PRICE- YEAR 1			ITEM PRICE- YEAR 2			AMOUNT A			AMOUNT B			TOTAL AMOUNT A+B				
			R	C	Estimate usage	R	C	Estimate usage	R	C	R	C	R	C	R	C			
	BROUGHT FORWARD																		
3.15	Switchrooms																		
	Supply and install the following																		
3.15.1	Panel cleaning (inside and outside)	No			10														
3.15.2	Panel labelling	No			20														
3.15.3	Ammeter fuse	No			20														
3.15.4	Volts meter	No			10														
3.15.5	Selector switch	No			10														
3.15.6	Log book	No			10														
3.15.7	CT test	No			10														
3.15.8	Earthing test (1 Ohm)	No			10														
3.16	Building																		
3.16.1	Clean inside/outside of substation	m ²			50														
3.16.2	Viro A 83 Padlock	No			10			N/A											N/A
3.16.3	Concrete ramps at entrances	m ²			10														
3.16.4	Inspect roof and gutters on substation	m ²			1														
3.16.5	Inspect damage to concrete floors	m ²			1														
3.16.6	Inspect damage to concrete trenchose	m ²			1														
3.16.7	Trench cover plates (600mm reinforced)	m ²			10														
3.17	PAINTING AND COATINGS																		
3.17.1	Substation walls: pure acrylic paint white	m ²			10														
3.17.2	Floor screed: epoxy coating standard	m ²			10														
3.17.3	Floor screed: epoxy coating self levelling	m ²			10														
3.17.4	Window frames, steel: Max 1200x900mm	m ²			10														
3.17.5	Window frames, varnished timber: Max 1200x900mm	m ²			10														
3.17.6	Door frames, varnished timber	m ²			10														
3.17.7	Doors, varnished timber	m ²			20														
3.17.8	Supply and install galvanized metal roof sheet	m ²			20														
	CARRIED FORWARD																		

ITEM	DESCRIPTION	Unit of measurement	ITEM PRICE- YEAR 1			Estimate usage	AMOUNT A			ITEM PRICE- YEAR 2			Estimate usage	AMOUNT B			TOTAL AMOUNT A+B		
			R	C			R	C		R	C			R	C		R	C	
SCHEDULE NO. 5																			
SCHEDULE NO. 5																			
5	PC AND PROVISIONAL AMOUNTS																		
MATERIALS AND INSTALLATION COST FOR NON-SCHEDULED ITEMS																			
5.1	NON-SCHEDULED MATERIAL COST																		
5.1.1	Provisional amounts allowed to be used for minor repairs	sum	R 100,000.00			1	100,000.00			R 100,000.00			1	R 100,000.00			R 200,000.00		
5.1.2	Profit & attendance (e.g R 100,000.00 x %profit = amount) (ADD TO TOTAL)	%																	
THERMAL IMAGING OF DISTRIBUTION BOARDS																			
5.2	THERMAL IMAGE TESTS																		
5.2.1	Allowance for time spent to carry out thermal image tests.	sum				1				N/A			0	N/A					
5.3	TRAVELLING TO DO THERMAL IMAGE TESTS																		
5.3.1	Allowance for travelling to do thermal image tests.	sum				1				N/A			0	N/A					
CARRIED FORWARD TO SUMMARY																			

ITEM	DESCRIPTION		AMOUNT
1	SCHEDULE NO 1	PRELIMINARY & GENERAL	
2	SCHEDULE NO 2	SITE WORKS	
3	SCHEDULE NO 3	SCHEDULED MAINTENANCE	
4	SCHEDULE NO 4	TRANSPORT COSTS	
5	SCHEDULE NO 5	PC AND PROVISIONAL AMOUNTS	
6	SCHEDULE NO 6	DAY WORK AND NON-SCHEDULED ITEMS	
7	SUB TOTAL		
8	VAT AT 15%		
TOTAL PRICE (CARRIED FORWARD TO THE "FORM OF OFFER AND ACCEPTANCE"			
C1.1)			

PART C3.1 Scope of Works PG-01.1(EC)

PG-01.1 (EC) SCOPE OF WORKS – (GCC (2010) 2nd EDITION: 2010)

Project title:	UPINGTON AND SURROUNDING AREAS:SERVICING,MAINTENANCE & REPIARS OF HIGH TENSION EQUIPMENT :TERM CONTRACT FOR VARIOUS CLIENTS		
Tender no:	ID 27593	Reference no:	ID 27593

C3. Scope of Works

CONTENTS

C3.1 STANDARD SPECIFICATIONS

C3.2 PROJECT SPECIFICATIONS

A: GENERAL

- PS-1 PROJECT DESCRIPTION
- PS-2 DESCRIPTION OF SITE AND ACCESS
- PS-3 DETAILS OF CONTRACT
- PS-4 CONSTRUCTION AND MANAGEMENT REQUIREMENTS
- PS-5 CONSTRUCTION PROGRAMME
- PS-6 SITE FACILITIES AVAILABLE
- PS-7 SITE FACILITIES REQUIRED
- PS-8 REQUIREMENTS FOR ACCOMMODATION OF TRAFFIC
- PS-9 OCCUPATIONAL HEALTH AND SAFETY
- PS-10 ADVERSE WEATHER CONDITIONS

NOTE: This is an example only. Compiler / Designer to provide the applicable contents.

B: AMENDMENTS TO THE STANDARD SPECIFICATIONS Insert amendments to standard specifications

C3.3 PARTICULAR SPECIFICATIONS List particular specifications

Tender no:

C3.1 STANDARD SPECIFICATIONS:

The standard specifications on which this contract is based are the **South African Bureau of Standards Standardized Specifications for Civil Engineering Construction SABS 1200**. *(Note to compiler. "SABS" has been changed to "SANS"; the SABS 1200 specifications are due to be replaced in the foreseeable future by SANS 2100)*

Although not bound in nor issued with this Document, the following Sections of the Standardized Specifications of SABS 1200 shall form part of this Contract:

A - 1986 - GENERAL / D – (etc, to be provide by compiler)

Tender no: ID 27593

C3.2 PROJECT SPECIFICATIONS:

Status

The Project Specification, consisting of two parts, forms an integral part of the contract and supplements the Standard Specifications.

Part A contains a general description of the works, the site and the requirements to be met.

Part B contains variations, amendments and additions to the Standardized Specifications.

In the event of any discrepancy between a part or parts of the Standardised of Particular Specifications and the Project Specification, the Project Specification shall take precedence. In the event of a discrepancy between the specifications, (including the Project Specifications) and the drawings and / or the Bill of Quantities, the discrepancy shall be resolved by the Engineer before the execution of the work under the relevant item.

A GENERAL

PS-1 PROJECT DESCRIPTION:

**UPINGTON AND SURROUNDING AREAS:SERVICING,MAINTENANCE & REPIARS OF HIGH TENSION EQUIPMENT :TERM CONTRACT FOR VARIOUS CLIENTS
DESCRIPTION OF SITE AND ACCESS**

The Department, Chief of the DANDF or Commisioner of the SAPS may require the Contractor to have his personnel or certain number of them for security screening.

Contractor's personnel must have identity card and uniform so that they can be easily identified by Clients Department.

CONTRACTED AND MANAGEMENT

The Contractor shall use competent trained staff directly employed and supervised by him and shall take all reasonable care to maintain the installations and keep them in proper operational condition.

Arrange with the occupants of buildings regarding access to the premises in order to execute the required service.

Take adequate precautions to prevent damage to buildings, fittings and furnishings inside the premises and elsewhere on the site.

Accept liability and to indemnity the Department against any claims whatsoever arising from his conduct and/or the conduct of his employees.

Safeguard all his employees in accordance with the regulations of the Unemployment Insurance Act 1966, (ACT no 33 of 1966) and any amendments therefore;

Comply with all By- laws and requirements of the local authority

Carry out maintance, servicing and repairs during normal working hours

The Contractor must ensure that service and repair log book is easily accessible by department and must be always on site with Client Maintenance Representative.

SERVICE AND MAINTANCE PROGRAMME

The Contractor must provide Department and Client with programme (Bar Chart) for 6 monthly service of equipment which will be conducted in 24 months and any amendments on the programme must be communicated with department and client in time to avoid inconvenience.

The programme must be submitted within 14 days before the execution of service.

OCCUPATIONAL HEALTH AND SAFETY PLAN

The Contractor must all in time be in position of Occupational Health and Safety Plan on site.

The Contractor must provide his/her personnel and with PPE clothing as per bill of quantity.

Tender no: ID 27593

B: AMENDMENTS TO THE STANDARD SPECIFICATIONS:

Insert amendments to standard specifications



Tender no:

C3.3 PARTICULAR SPECIFICATIONS:

Insert particular specifications

DEPARTMENT OF PUBLIC WORKS
UPINGTON & SURROUNDING AREA
PREVENTATIVE MAINTENANCE, SERVICING & REPAIRS
OF SUBSTATIONS AND MINI SUBSTATIONS
IN
STATE BUILDINGS

PART: C2.5
SITE DOCUMENTS

CONTENTS

Section 1: Maintenance to substations and Mini Subs

Section 2: Site Information

TABLE OF CONTENTS

1.	MAINTENANCE TO SUBSTATIONS AND MINI SUBSTATIONS.....	3
1.1.	CHECK LIST FOR SUBSTATIONS AND MINI SUBSTATIONS	4
1.2.	CHECK LIST FOR MISCELLANEOUS INSPECTION AND ATTENDANCE TO SUBSTATION AND MINI SUBS.....	6
1.3.	CHECK LIST FOR HIGH TENSION AND LOW TENSION SUBSTATION AND MINI SUBS ELECTRICAL METER READINGS.....	8
1.4.	H.V & LV. SWITCHGEAR QUESTIONNAIRE.....	9
1.5.	CHECK LIST FOR L.V. BATTERY SUPPLY	10
1.6.	INSPECTION CHECKLIST.....	12
2.	SITE INFORMATION	14
2.1.	SCHEDULE 1 - LIST OF BUILDING	14
2.2.	SCHEDULE 2 - DISTANCES	Error! Bookmark not defined.

1. MAINTENANCE TO SUBSTATIONS AND MINI SUBSTATIONS

Maintenance:

This part of the specification consists of documentation for Substation and Mini Substation maintenance. On each three monthly visit to a Substation the contractor must attend to all the items listed in each checklist.

The work is to be carried out by a competent Electrician, all in accordance with the Regulations, and Occupational Health and Safety Act (Act 85 of 1993).

The contractor in the spaces provided in the checklists must report all irregularities and comments. A duplicate copy of the completed check lists for each visit must be kept in the Substation and Mini Sub; the contractor must make provision in each Substation and Mini Sub for a document holder, secured to the wall or panel for this purpose.

Program:

Maintenance to each Substation and Mini Sub must be executed on a regular three monthly basis. A program for maintenance on all Substations and Mini Subs for the whole contract period must be submitted in accordance with the conditions laid down in the Bid document.

Accounts:

Accounts for maintenance to Substations and mini subs must be in accordance with the conditions laid down in the bid document, the completed check list, sighted and dated, must be attached to the account.

Copies:

The contractor must allow and arrange for the reproduction of this document at his own cost for use at all substations and Mini Subs.

1.1. CHECK LIST FOR SUBSTATIONS AND MINI SUBSTATIONS

VISUAL INSPECTION

Yes / No

- | | | |
|-----|--|-------|
| 1. | H.T. Cables in order | _____ |
| 2. | H.T. Cable Terminations in order | _____ |
| 3. | L.T. Cables in order | _____ |
| 4. | L.T. Cable Terminations in order | _____ |
| 5. | All H.T. Switchgear, Covers and Panels intact | _____ |
| 6. | All L.T. Switchgear, Covers and Panels intact | _____ |
| 7. | Are all Switchgear and Circuit Breakers in "ON" Position | _____ |
| 8. | Are circuit legends available | _____ |
| 9. | Are all Switchgear and Circuit Breakers properly labelled | _____ |
| 10. | Are all Time Switchers correct and set accordingly | _____ |
| 11. | Are all Indicating Panel Lights working: - if not - replace where required | _____ |
| 12. | Check all Transformer oil levels and top up where required. | _____ |
| 13. | Are all primary conductor bolts and nuts torque-tested? | _____ |
| 14. | Are all circuit breakers checked for any defects or damage due to manhandling? | _____ |
| 15. | Are all circuit breakers checked for alignment and ease of racking in and out? | _____ |

Report any leaks under "Remarks"

FUNCTIONAL TESTING

- | | | |
|-----|--|-------|
| 1. | Test all control circuits to ensure correct operation of Circuit Breakers. | _____ |
| 2. | Check and test solkor relays. | _____ |
| 3. | Test interlocking (where applicable). | _____ |
| 4. | Test transformer trip/alarm devices. | _____ |
| 5. | Test differential protection schemes. | _____ |
| 6. | Submission of a comprehensive test report detailing: | |
| | i Test certificates for all tests undertaken. | _____ |
| | ii All faults repaired and all faults outstanding. | _____ |
| | iii Correction to any drawings. | _____ |
| 7. | Check bus bar shutter operation for smooth operation. | _____ |
| 8. | Check operation of circuit breaker manually. | _____ |
| 9. | Test earth continuity of earthing bus bars and connection to station earth mat using suitable earth resistivity test equipment | _____ |
| 10. | Ensure that all covers are fitted and explosion vents functional. | _____ |
| 11. | Ensure that the panel complies with IP. | _____ |

REMARKS:

(a) Leaks: _____

DATE: _____ ELECTRICIAN _____
NAME (PRINT) _____

CLIENT STAMP

SIGNATURE _____

**1.2. CHECK LIST FOR MISCELLANEOUS INSPECTION AND ATTENDANCE TO
 SUBSTATION AND MINI SUBS**

<u>DUST AND CLEAN</u>	<u>YES / NO</u>
1. Doors and frames	_____
2. Windowpanes and frames	_____
3. Window guards	_____
4. Window cills	_____
5. Walls and ceilings	_____
6. Cable ducts	_____
7. H.T. Switchgear	_____
8. L.T. Switchgear	_____
9. L.T. Transformer	_____
10. L.T. Distribution Board	_____

CLEAN AND OIL

1. Door hinges	_____
2. Door locks	_____

CLEAN AND POLISH

1. Substation floors	_____
2. Outside cut grass, weeds and apply weed killer for a 2m Circumference where required.	_____

Report under "Remarks" on the condition of:

1. Doors including hinges, locks, etc	_____
2. Windows including glass, cills, guards, etc	_____
3. Yard fencing and gates	_____
4. Walls - any cracks	_____
5. Roof - any leaks	_____
6. Cable duct covers	_____
7. Warning signs	_____
8. Floors	_____

REMARKS:

DATE: _____ ELECTRICIAN _____
 NAME (PRINT) _____

CLIENT STAMP

SIGNATURE _____

**1.3. CHECK LIST FOR HIGH VOLTAGE AND LOW VOLTAGE SUBSTATION AND MINI
SUBS ELECTRICAL METER READINGS**

METER READINGS:

(Reset all Maximum Demand Ammeters).

a) H.T. MW _____ Rph _____ Yph _____ ph _____
_____ A _____ A _____ A _____

b) L.T.

i) Transformer No. _____
3-ph _____ V. Ph.1 _____ V. Ph.2 _____ V _____
V _____ A _____ A _____ A _____

ii) Transformer No. _____
3-ph _____ V Ph.1 _____ V. Ph.2 _____ V _____
V _____ A _____ A _____ A _____

iii) Transformer No. _____
3-ph _____ V Ph.1 _____ V. Ph.2 _____ V _____ A
_____ A _____ A _____ A _____

ivi) Transformer No. _____
3-ph _____ V Ph.1 _____ V. Ph.2 _____ V _____ A
_____ A _____ A _____ A _____

v) Transformer No. _____
3-ph _____ V Ph.1 _____ V. Ph.2 _____ V _____
A _____ A _____ A _____ A _____

DATE: _____ ELECTRICIAN _____

NAME (PRINT) _____

CLIENT STAMP

SIGNATURE _____

1.4. H.V. & L.V. SWITCHGEAR QUESTIONNAIRE

(TO BE COMPLETED ON FIRST VISIT TO SUBSTATION)

1. a) H.T. Switch identification _____
b) Manufacturer: _____
c) Type _____
d) Size _____
e) H.T. Tripping Relays:
(EG (I) Solkor; (ii) Translay; (iii) CDG Earth Fault and Over Current Relays)
- (i) _____ Setting _____
(ii) _____ Setting _____
(iii) _____ Setting _____

2. **L.T. TRANSFORMERS**

- a) Transformer Identification _____
b) Manufacturer _____
c) Type/Serial No: _____
d) KVA: _____
e) AMPS: _____
f) Voltage Ratio: _____
g) Impedance: _____
h) Vector group: _____

DATE: _____ ELECTRICIAN: _____

NAME (PRINT) _____

CLIENT STAMP

SIGNATURE _____

1.5. CHECK LIST FOR L.V. BATTERY SUPPLY

Contractors are to note that all maintenance to Nickel Cadmium Alkaline batteries, charging equipment and accessories, are to be in accordance with the manufactures requirements.

Any loss or damage to the equipment through negligence on the contractor's part will be for his account.

	<u>YES/NO</u>	
1. Clean Battery and/or Container/Stand and Terminals with luke warm water and dry out	_____	
2. Neutralize corrosion with bicarbonate of soda solution	_____	
3. Top up all cells with distilled water	_____	
4. Clean all battery terminals and cover with "Vaseline"	_____	
5. Clean for loose connections and terminals, Tighten where necessary	_____	
6. Ensure that Battery charger is set on "Trickle charge"	_____	
7. Is Amp/Voltmeter on charger operational? (See "Remarks")	_____	
8. Is "Test" button on charger operational? (See "Remarks")	_____	
9. Check indicating lights on charger and replace if necessary; indicate quantity replaced under "Remarks" (see "Remarks")	_____	
10. The following information on each cell is to be recorded.	_____	
	Total Volts	_____

BATTERY CHARGER _____ AMPS

L.V. BATTERY SUPPLY: CHECK LIST CONT.

REMARKS

(If answer is "No" on any of the previous items, state action taken by you or to be taken by the Department:

DATE: _____ ELECTRICIAN: _____

NAME (PRINT) _____

CLIENT STAMP

SIGNATURE _____

1.6. INSPECTION CHECKLIST

Substation / Mini sub: _____
 Name or Number : _____
 Area: _____

Delete which is not applicable:

Visual Inspection

	In Order		In Order
HT Cables	Yes/No	LT Cables	Yes/No
HT Terminals	Yes/No	LT Terminals	Yes/No
HT Covers/Panels	Yes/No	LT Covers/Panels	Yes/No
Switchgear labelled	Yes/No	LT Circuits labelled	Yes/No
Time Switches	Yes/No	Top Up Transformer oil	Lt
Panel lights replaced			

Remarks: _____

Dust/clean/oil

Doors + Frames	Yes/No	Door hinges/locks	Yes/No
Window Panel & Frames	Yes/No	Window guars / sills	Yes/No
Walls & Ceilings	Yes/No	No. of windows broken	
Floors Polish/Paint	Yes/No	Cable ducts	Yes/No
All Switchgear	Yes/No	All Distribution Boards	Yes/No
All Transformers	Yes/No	All rooms in Sub	Yes/No
Cut grass/weed killer	Yes/No		

Yard fencing/gates: _____
 Walls any cracks: _____
 Warning/Danger signs present: _____
 Remarks: _____

Low Voltage Battery Supply

Cater with water/bicarbonate of soda	Yes/No	Top Up Batteries	Yes/No
Vaseline Terminals	Yes/No	Check all connections	Yes/No
Amp/Voltmeter in order	Yes/No	Charger on "Trickle"	Yes/No
Test Button in order	Yes/No	No. of lights replaced	
Indication lights in order	Yes/No		

Volts No.1		Battery No.2		Battery No.3	
Volts	SG	Volts	SG	Volts	SG
Cell No.		Cell No.		Cell No.	
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					

Total Voltage _____

Total Amps _____

Remarks: _____

Checklist Continued

Meter Readings: Reset All Meters

HT: _____

LT:
 Transformer 1: _____
 Transformer 2: _____
 Transformer 3: _____
 Transformer 4: _____

Switchgear	No.1	No.2	No.3	No.4	No.5
Manufacturer					
Type (T1/3)					
Size (Amps)					
Setting					
Litres Oil Replaced					
Other Work Done					

Transformers	No.1	No.2	No.3	No.4	No.5
Manufacturer					
Type/Serial					
KVA					
Litres Oil Capacity					
Amps					
Voltage Ratio					
Impedance					
Vector Group					
Silica Gel Replaced					
Other Work Done					

Name of Artisan: _____

Names of Labourers: _____

Date Started: _____ Time Started: _____
 Date Completed: _____ Time Completed: _____

2. SITE INFORMATION

2.1. SCHEDULE 1 - LIST OF BUILDING

These quantities may vary as per clause 1.1 – Preamble to schedule of quantities.

	UNITS
A) <u>Upington</u>	
8SAI SANDF	
H.T. SWITCHES(Substation)	01
TRANSFORMERS	01
MINI SUBS	07
L.T. ROOMS	06
UPINGTON Prison: DCS	
H.T. SWITCHES (Substation)	01
TRANSFORMERS	01
MINI SUBS	00
L.T. ROOMS	01
UPINGTON: SAPS	
H.T. SWITCHES	01
TRANSFORMERS	01
MINI SUBS	00
L.T. ROOMS	01
UPINGTON: DOJ	
H.T. SWITCHES	00
TRANSFORMERS	00
MINI SUBS	01
L.T. ROOMS	01
LOUISEVALE: SANDF	
H.T. SWITCHES	02
TRANSFORMERS	02
POLE MOUNTED	03
MINI SUBS	01
L.T. ROOMS	00
Alexanderbay: SANDF	
H.T. SWITCHES	00
TRANSFORMERS	00
POLE MOUNTED	00
MINI SUBS	02
L.T. ROOMS	01

GENERAL INFORMATION

DOCUMENTATION

The Department of Public Works & Infrastructure proposes to repair and maintain for a period of 24 months the existing High Tension Equipment at various state premises in the Upington & surrounding area.

- 1.1. **Servicing** –Regular servicing of standby generators must be carried out by qualified service providers as per manufacturer’s product and guarantee specifications or where applicable in terms of the Operational Health and Safety legislation. This normally measured in operating hours.
- 1.2. **Repair**- actions required to reinstate of standby generators to its original state when such generators fails due to ordinary use. This does not include upgrading or replacement of generator that has reached the end of its lifespan. Should there be a need to upgrade or replace any equipment the service provider should communicate with responsible works manager/inspector for approval.
- 1.3. The service provider will be called as an when the above mentioned services are required in a form of compliant number and order number. The service provider should not execute any work without receiving complaint number from NDPWI.
- 1.4. **Warranty**- The service contractor shall unconditionally guarantee any work performed on the Departmental electrical equipment, or implements for twelve (12) months on new parts supplied and three (3) months repairs on existing equipment/components, irrespective of hours worked or kilometres travelled.

If the standard warranty period on any parts that are supplied by the contractor is more favorable to the department than that stated above, then the standard warranty shall apply.

Should the work done not meet the above mentioned condition the contractor will be held accountable.

- 1.5. **Response time** – the contractor should respond to complaint within the stated in the table time below

PRIORITY	RESPONSE TIME	RESOLUTION TIME
Emergency	2 hours	8 hours
Urgent	8 hours	24 hours
Normal	24hours	7 days

- 1.5.1 Should the contractor fail to report to site within the prescribe period DPWI reserves rights to appoint any service provider for that specific complaint, any cost incurred during the appointment and work executed will be recovered from the contracted contractor.
- 1.6. **Job-card** – The job card should meet the following criteria:
 - Be fully completed
 - With complaint number/ID number/order number
 - Summary of work executed
 - Completion date of work executed
 - Both signed by contractor and end-user
 - End-used date stamp

1.7. **Invoices** – The contractor shall invoice NDPWI when work executed is completed and confirmed by the client onsite and the invoice must be submitted to DPWI within 5 days of completion of work via email on Invoice.Kimberley@dpw.gov.za , postal address or hand delivery unless otherwise special arrangement is made between the project manager and contractor . **The following criteria should be meet upon submission of invoices:**

- Invoice must be made of “Department Of Public Works & Infrastructure “ together with the address of the department;
- Name of the company and contact information, including physical and postal address, email address, cellphone and telephone where applicable;
- Value added tax (VAT), CSD and company’s registration number;
- Description of a list of the services or goods provided and the price for each items of such goods or services;
- Quantity and units price of the goods and/or service procured and/or delivered;
- Date of invoice;
- Invoice number;
- Department purchase order or complaint number(KIM number/ID number);
- Supplier’s banking details and Total amount claimed/invoiced

1.8 **Unsatisfactory performance-** occurs when performance is not in accordance with the contract conditions.

1.8.1 The departmental official shall warn the contractor in writing that action will be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum). If the contractor does not perform satisfactorily despite the warning, the official will:

- (a) Take action in terms of its delegated powers; and
- (b) Make a recommendation to the Accounting Officer for cancellation of the contract concerned.

1.8.2 When correspondence is addressed to the contractor, reference will be made to the contract number/item number/s and an explanation of the complaint.

2. SITE INFORMATION

General

The sites of the proposed engineering works for this project are located at the premises listed on the attached facilities list which are occupied by various Client Departments.

The contractor shall assess each site to determine status quo of the existing generator including the generator information (type supply,VA size etc.), and prepare comprehensive report on each generator with pictures including recommendation and costing.

3. SITE ESTABLISHMENT

The appointed contractor should establish the office anywhere within the Kimberley and surrounding areas as per the contract especially for contractors who their residential address are outside Kimberly or Northern Cape Province. The appointed contractor is expected to have fulltime technician to attend to any emergencies which may arise during the

4. TRANSPORT COST

No transport cost will be paid for any work done in connection with this bid. All transport cost in terms of the of the services must be in incorporated into the service price. Thus no extra compensation for transport will be paid with regards to services of items.

The Contractor shall make the necessary arrangements to have the required parts, material or equipment available to execute repair work, therefore no claims for delivery cost or transport cost to collect parts, materials or equipment shall be accepted.



NATIONAL DEPARTMENT OF PUBLIC WORKS

ST14

Important notice: No invoice will be paid Unless accompanied by the attached ST 14 form duly signed and filled in by Client Department where work was done.

JOB CARD

COMPLAINT No [] TENDER No []

1. BUILDING: _____ DEPT: _____ ORDER No: _____

COMPLAINT: _____

REPORTED BY: _____ TELEPHONE: _____ DATE: _____

CONTRACTOR: _____ AREA: _____

2. WORK EXECUTED (INDICATE FULLY WORK CONDUCTED): TO BE COMPLETED BY CONTRACTOR

Large empty table for work execution details.

Artisan name: Completion date: Signature:

REMARKS

Empty box for remarks.

3 THIS PORTION MUST BE COMPLETED BY THE COMPLAINANT/DESIGNATED OFFICER OF THE CLIENT DEPARTMENT I THE UNDERSIGNED CERTIFY THAT VISUALLY I AM SATISFIED THAT THE WORK HAS BEEN EXECUTED SATISFACTORILY. (HOWEVER I DO NOT CERTIFY THE TECHNICAL CORRECTNESS AND ANY COST RELATING TO THE EXECUTION OF THE SERVICE)

NAME TELEPHONE No. DESIGNATION SIGNATURE DATE



4 RETAIN COPY FOR AUDIT PURPOSES

4.1 FOR DEPARTMENTAL USE (WORKS MANAGER)

- State owned
Leased property
Physical Inspection
Telephonic confirmed with:
Number:

4.2 FOR DEPARTMENTAL USE (WORKS MANAGER)

The service has been satisfactorily completed
Signature:
Name:
Designation:
Date:

NB: Job Card must not be signed off unless it has been completed in full by the contractor

Occupational Health & Safety Specification

Section 1 OCCUPATIONAL HEALTH AND SAFETY

Definition: The "Principal Contractor" as defined in the Construction Regulations and used in this section of the specification shall mean the "Contractor" as defined in clause 1.1.8 of General Conditions of Contract 2004.

CONTENTS

1. Applicable legislation and regulations
2. Scope of work
3. The principle contractor's general duties
4. The principle contractor's specific duties
5. The principle contractor's specific duties with regard to Hazardous work activities

1. APPLICABLE LEGISLATION AND REGULATIONS

This document was prepared to guide the Agent in the compilation of a Health and Safety Specification in terms of Sub-regulation 4(1)a of the Construction Regulation as published under Government Notice R.2003 of 18 July 2003. The content of this document or the fact it was made available for the use of the Agent will not relieve the Agent of any of his obligations in terms of the act.

The Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) together with its applicable Regulations ("the Act") forms part of this Health and Safety Specification. Any word or expression to which a meaning has been assigned in the Act shall have the meaning so assigned to it unless the context otherwise indicates

2. SCOPE OF WORK

All work forming part of this Contract is divided into installations. The repair work to be performed as part of an installation under this Contract mainly consists of the works described in the project specification C2.1.

3. THE PRINCIPAL CONTRACTOR'S GENERAL DUTIES

The Principal Contractor's general duties in terms of this Health and Safety Specification are, but not limited to, the following:

1. Every Principal Contractor shall provide and maintain, as far as is reasonably practicable, a working environment that is safe and without risk to the health of his employees and other contractors.
2. Without derogating from the generality of a Principal Contractor's duties under subsection (1), the matters to which those duties refer include in particular -
 - a. the provision and maintenance of systems of work, plant and machinery that, as far as is reasonably practicable, are safe and without risks to health;
 - b. taking such steps as may be reasonably practicable to eliminate or mitigate any hazard or potential hazard to the safety or health of employees and other contractors, before resorting to personal protective equipment;
 - c. making arrangements for ensuring, as far as is reasonably practicable, the safety and absence of risks to health in connection with the production, processing, use, handling, storage or transport of articles or substances;
 - d. establishing, as far as is reasonably practicable, what hazards to the health or safety of persons are attached to any work which is performed, any article or substance which is produced, processed, used, handled, stored or transported and any plant or machinery which is used in his business, and he shall, as far as is reasonably practicable, further establish what precautionary measures should be taken with respect to such work, article, substance, plant or machinery in order to protect the health and safety of persons, and he shall provide the necessary means to apply such precautionary measures;
 - e. providing such information, instructions, training and supervision as may be necessary to ensure, as far as is reasonably practicable, the health and safety at work of his employees and other contractors;

- f. not permitting any employee or contractor to do any work or to produce, process, use, handle, store or transport any article or substance or to operate any plant or machinery, unless the precautionary measures contemplated in paragraphs (b) and (d), or any other precautionary measures which may be prescribed, have been taken;
- g. taking all necessary measures to ensure that the requirements of this Health and Safety Specification are complied with by every person in his employment or on premises under his control where plant or machinery is used;
- h. enforcing such measures as may be necessary in the interest of health and safety;
- i. ensuring that work is performed and that plant or machinery is used under the general supervision of a person trained to understand the hazards associated with it and who have the authority to ensure that precautionary measures taken by the employer are implemented; and
- j. causing all employees and other contractors to be informed regarding the scope of their authority as contemplated in section 37(1)(b) of the Act.

4. THE PRINCIPAL CONTRACTOR'S SPECIFIC DUTIES

The Principal Contractor's specific duties in terms of this Health and Safety Specification are specified in the Construction Regulation as published under Government Notice R. 2003 of 18 July 2003. (Hereinafter referred to as "Construction Regulation, 2003").

The Principal Contractor is specifically referred to the following subregulations of the Construction Regulation, 2003:

Subject	Applicable subregulation of the Construction Regulation, 2003.
Definitions	1
Scope of application	2
Notification of construction work	3
Principal Contractor and Contractor	5
Supervision of construction work	6
Risk assessment	7
Approved inspection authorities	29
Offences and penalties	30
Withdrawal of regulations	31
Short title	32

The Principal Contractor will acquaint himself with these duties and will make provision in his Contract price for the implementation and supervision of these duties.

5. THE PRINCIPAL CONTRACTOR'S SPECIFIC DUTIES WITH REGARD TO HAZARDOUS WORK OR ACTIVITIES

The following work or activities are defined as hazardous in terms of the Construction Regulations, 2003 and it is the duty of the Principal Contractor to ensure that the said work and activities are performed or carried out in terms of the relevant subregulations of the Construction Regulation, 2003 and other applicable Regulations.

Hazardous work or activity	Applicable subregulation of the Construction Regulation, 2003.	Other applicable Regulations
Fall protection	8	
Structures	9	
Formwork and support work	10	
Excavation	11	Precautionary measure as stipulated for confined spaces under the General Safety Regulations published under Government Notice R.1031 of 30 May 1986, as amended.
Demolition work	12	Asbestos related work will be conducted in accordance with the Asbestos Regulations published under Government Notice R. 155 of 10 February 2002 as amended. Lead related work will be conducted in accordance with the Lead Regulations published under Government Notice R. 236 of 28 February 2002 as amended.
Tunnelling	13	Any tunnelling activities will comply with the Tunnelling Regulations published under the Mine Health and Safety Act, 1996 (Act No. 29 of 1996) as amended.
Scaffolding	14	Section 44 of the Act.
Suspended scaffolds	15	Section 44 of the Act.
Boatswains chairs	16	
Material hoists	17	
Batch plants	18	Precautionary measure as stipulated for confined spaces under the General Safety Regulations published under Government Notice R.1031 of 30 May 1986, as amended. The Principal Contractor will ensure that all lifting machines and lifting tackle used in the operation of batch plant complies with the requirements of the Driven Machinery Regulations as published under Government Notice R.295 of 26 February 1988, as amended. The Principal Contractor will ensure that all precautionary measures are adhered to regarding the usage of electrical equipment in explosive atmospheres when entering a silo, as stipulated in the Electrical Installation Regulations as published under Government Notice R.2271 of 11 October 1995, as amended.

Hazardous work or activity	Applicable subregulation of the Construction Regulation, 2003.	Other applicable Regulations
Explosive powered tools	19	
Cranes	20	Applicable provisions of the Driven Machinery Regulations as published under Government Notice R.533 of 16 March 1990, as amended.
Construction vehicles	21	
Electrical installations and machinery on construction sites.	22	Applicable provisions in the Electrical Installation Regulations published under Government notice R.2920 of 23 October 1992 and the Electrical Machinery Regulations published under Government Notice R.1953 of 12 August 1988 respectively as amended.
Use and temporary storage of flammable liquids on construction sites.	23	Applicable provisions as stipulated in the General Safety Regulations published under Government Notice R.1031 of 30 May 1986, as amended.
Water environments	24	
Housekeeping on construction sites.	25	Applicable provisions as stipulated in the Environmental Regulations for Workplaces published under Government Notice R.2281 of 16 October 1987, as amended.
Stacking and storage on construction sites.	26	Applicable provisions as stipulated in the General Safety Regulations published under Government Notice R.1031 of 30 May 1986, as amended.
Fire precautions on construction sites.	27	Applicable provisions as stipulated in the Environmental Regulations for Workplaces published under Government Notice R.2281 of 16 October 1987, as amended.
Construction Welfare facilities	28	Applicable provisions as stipulated in the Facilities Regulations under Government Notice R.1593 of 12 August 1988, as amended.