

01 AUGUST 2024

**TENDER NUMBER: CPTYT 08/24**

**NOTICE TO TENDERERS: ADDENDUM NO.1**

**PROJECT TITLE:**

**THE APPOINTMENT OF A PANEL OF SERVICE PROVIDERS IN THE WESTERN CAPE : THE PROVISIONING OF ELECTRICAL MAINTANANCE OF LOW VOLTAGE RETICULATION AND SECURITY/STREET LIGHTING IN STATE BUILDINGS: (PERIOD OF 36 MONTHS, AREA 3)**

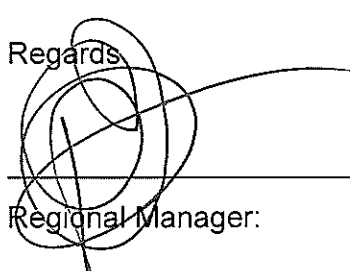
Dear Tenderer

1. The above mentioned matter bears the reference.
2. Herewith Addendum No.1 for your attention
3. The following amendment is to be included with the above tender document when submitting the tender on the closing date.

**PLEASE ACKNOWLEDGE RECEIPT OF THIS AMENDMENT AS FOLLOWS:**

1. Confirm receipt of this addendum by completing and signing the attached acknowledgement of receipt and send back with your tender document on the closing date of tenders.
2. Bidders are requested to utilise the information issued in terms of this addendum.

Regards



Regional Manager:



**THIS ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM NO. 1 MUST BE SUBMITTED TOGETHER WITH THE TENDER DOCUMENT**

DEPARTMENT OF PUBLIC WORKS – CAPE TOWN

CUSTOMS HOUSE BUILDING

HEERENGRACHT STREET.

8000

Dear Sir/Madam

**PROJECT TITLE:**

**THE APPOINTMENT OF A PANEL OF SERVICE PROVIDERS IN THE WESTERN CAPE : THE PROVISIONING OF ELECTRICAL MAINTANANCE OF LOW VOLTAGE RETICULATION AND SECURITY/STREET LIGHTING IN STATE BUILDINGS: (PERIOD OF 36 MONTHS, AREA 3)**

**WORKS TENDER NUMBER: CPTYT08/24**

Changes to the document:

- **Page 3 of 21**
- The Panel (Top 1-10 Highest Scoring Bidders) changes to **The Panel**.
- Number 8 Compliance with Specification is non- negotiable changes to **Compliance with specification is mandatory**.
- Number 9 is not applicable to this tender.

**Award of Tender**

Number 3 Bidders must have an office in the Western Cape or establish such office in the Western Cape within 21 days upon receipt of an appointment letter changes to **Bidders must have an office in the area where they are awarded. The office must be established within 21 days upon receipt of an allocation letter.**

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- **Page 7 of 21**
- Number 6.3 the department intends appointing one successful service provider per area changes to **the department intends allocating one successful service provider per area at a time.**
- **6.4, 6.5, 6.5.1, 6.5.3** is not applicable for this tender, this speaks to one service provider and not to the panel of service providers.
- **Page 20 of 21**

Number 38 the successful bidder shall establish his workshop within the region/area awarded to him within two (2) months of the date of award changes to **Bidders must have an office**

in the area where they are awarded. The office must be established within 21 days upon receipt of an allocation letter.

ATTACHMENTS

- DPW 07(EC) Page 2 of 4 and Page 4 of 4
- DPW 16- (EC)

I/We \_\_\_\_\_ accept that this Addendum forms part of the Tender Document.

(a) Have noted the contents of this Addendum

(b) Have fully considered this Addendum

(c) Have incorporated the amendments contained in this Addendum in my/our Tender Document for Tender


COMPANY NAME: \_\_\_\_\_

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

DATE: \_\_\_\_\_

**STATUS:** This Addendum forms an integral part of the Tender Document and the subsequent contract with the successful Tenderer. The variations and amendments to the tender document as described hereafter, shall take precedence. Notwithstanding anything said during the tender period, only the additional information or variations and amendments contained in this Addendum, will be legally binding.

## **THE PANEL**

1. The panel will consist of bidders who meet all the requirements and criteria as stipulated in this terms of reference as well as the PA-04 (EC) Notice & Invitation to Bid form.
2. Bidders on the panel will be ranked from the lowest (overheads, mark-up percentage and VAT) to the highest and work will be allocated accordingly until all bidders are utilized.
3. The allocation of work will be as and when required. The work will be distributed Amongst the successful bidders at the discretion of the Department of Public Works and Infrastructure.
4. For the purpose of job creation for local communities, bidders are encouraged and advised to employ general workers from within the local communities.
5. If all bidders are utilized or allocated sites from the panel, the Department will begin again with the lowest offer to allocate sites, if there is a need for services.
6. The number of allocation of sites may not necessary be the same.
7. The department envisage to allocate work to all bidders, however, at the end of the contract, it does not guarantee the same number of sites, deployment and distribution.
8. Compliance with specification is mandatory.
9. ~~Deviations in respect of performance on site is prohibited.~~ 
10. The department will conduct performance assessments as and when deemed necessary without informing the successful bidder.
11. The department envisage to allocate successful bidder/s with a rotation period not exceeding 6 (six) months. The allocation of work to successful bidder/s will be dependent on the market response, work may be allocated according to area or sites within the area.
12. It should be understood that the work is not definite but subjected to the budget being available.

## **SECURITY CLEARANCE**

1. Only successful bidders shall be subjected to security clearance.
2. Under no circumstances will a tender be awarded unless the bidder concerned has obtained security clearance.

## **AWARD OF TENDER**

1. Notwithstanding anything to the contrary herein contained, no contract shall commence until such time as the Department issues a formal notice of acceptance of a bid offer.
2. The Department reserves the right to reject any bid if it is of the opinion that the bid does not comply with the applicable rate determination.
3. Bidders must have an office in the area where they are awarded. The office must be established within 21 days upon receipt of an allocation letter

### 6.1.3 WORK EXPLICITLY EXCLUDED FROM THIS CONTRACT

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

- (a) Lift and escalator installations.
- (b) Intruder alarm systems.
- (c) All high voltage reticulation networks.
- (d) All standby generating sets.
- (e) All UPS installations.
- (f) TV and TV antenna installations.
- (g) Minor electrical maintenance work such as the replacement of lamps, light switches, socket outlets and light fittings etc. in buildings.
- (h) All new work or additions of any nature whatsoever. The Department of Public

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

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

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

6.5 ~~The Department can appoint the same Service Provider for more than one area per discipline.~~

6.5.1 ~~All Bids will be Evaluated, Scored, the Highest scoring Bidder will be awarded 1(one) area, that is if the Department sees no risks that may affect service delivery.~~

6.5.2 When a contractor is the highest scoring bidder in all areas the first area will be recommended to that Bidder, the next highest scoring bidder will be recommended for the next area and so on, however the Department may take into consideration other factors for recommending a bidder such as:

6.5.2.1 The bidder's performance on current and previous work,

6.5.2.2 The bidder's ability to handle large volumes of work

6.5.2.3 Any other risks that the bidder may pose that may affect service delivery



6.5.3 ~~The Department reserves the right to negotiate the price with the successful bidder.~~

6.5.4 Sound commercial principles will underlie all transactions. There will be no compromise on quality, delivery, service, SHE or any other commercial or technical requirements. The cost of preferential procurement must not exceed 25% of the market range (Average of all Bids received) for transactions below 50M or 11% for transactions above 50M.

6.6 Estimated quantities given cannot be guaranteed to be entrusted to the Bidder to whom this contract has been awarded.

- b) Occupational Health and Safety Act, 1993 (ACT 85 of 1993)

**35. TRAINING OF OPERATION STAFF**

The Bidders shall provide training (if required and when necessary) to operational staff/personnel in order for them to acquaint themselves with the operation of the systems. This also includes a set of operating instructions, which shall be mounted in the control rooms in the building and which shall be in a location and of a quality approved by the Regional Representative. The Bidders may claim for the time taken to train personnel/ operational staff. The Bidders shall submit the list of names and contact details of the trainees along with their invoices

**36. DISCLAIMER/EXIT CLAUSE**

- 36.1 Should the appointed panel of contractor's not perform or defaults on service delivery within the first three months the department reserves the right to terminate the contract and recover the difference in price between the contractor's in default and the next contractors recommended to continue with the contract, (where applicable).
- 36.2 In the absence of documents applicable to this contract, the service providers are required to use the SANS (South African National Standards) documentation, OHS ACT and any other applicable standards.

**37. CALL CENTER**

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

38. Bidders must have an office in the area where they are awarded. The office must be established within 21 days upon receipt of an allocation letter.

**39. ADDITIONAL CONDITIONS**

- 39.1 UNDER NO circumstances may the Bidders make use of Government employees to assist them on site to load/off load appliances. Failure to comply will lead to corrective steps being taken against him/her. The Department cannot accept responsibility for any injuries being sustained by government Employees as a result of the Bidder not complying with this condition.
- 39.2 Access to the site/s will be denied for bidders not complying.
- 39.3 Bidders must be careful not to damage any part of the building, curtains, carpets, walls, ceiling etc. during the execution of the work, as all damages arising from the work will be made good at the Bidder's expense to the satisfaction of the supervising officer.

Tender / Quotation no: CPTYT 08/24

<b>AND WHO IS (if applicable):</b>	
Trading under the name and style of: .....	
<b>AND WHO IS:</b>	
Represented herein, and who is duly authorised to do so, by:  Mr/Mrs/Ms: ..... In his/her capacity as: .....	<b>Note:</b> <b>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.</b>

**SIGNED FOR THE TENDERER:**

Name of representative	Signature	Date

**WITNESSED BY:**

Name of witness	Signature	Date

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

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

(N.B.: Separate Offer and Acceptance forms are to be completed for the main and for each alternative offer)

**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 ☐
  - (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 ☐

NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998) or 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.

\*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"

For Internal & External Use

Effective date 5 July 2022

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Tender / Quotation no: CPTYT 08/24

<b>Name of Organisation:</b>	Department of Public Works and Infrastructure
<b>Address of Organisation:</b>	

**WITNESSED BY:**

Name of witness	Signature	Date

**Schedule of Deviations**

<b>1.1.1. Subject:</b>
<b>Detail:</b>
<b>1.1.2. Subject:</b>
<b>Detail:</b>
<b>1.1.3. Subject:</b>
<b>Detail:</b>
<b>1.1.4. Subject:</b>
<b>Detail:</b>
<b>1.1.5. Subject:</b>
<b>Detail:</b>
<b>1.1.6. Subject:</b>
<b>Detail:</b>

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"

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## DPW-16 (EC): SITE INSPECTION MEETING CERTIFICATE

<b>Project title:</b>	<b>THE APPOINTMENT OF A PANEL OF SERVICE PROVIDERS IN THE WESTERN CAPE : THE PROVISIONING OF ELECTRICAL MAINTANANCE OF LOW VOLTAGE RETICULATION AND SECURITY/STREET LIGHTING IN STATE BUILDINGS: (PERIOD OF 36 MONTHS, AREA 3)</b>		
<b>Tender no:</b>	<b>CPTYT 08/24</b>	<b>Reference no:</b>	
<b>Closing date:</b>	<b>14/08/2024</b>		

This is to certify that I, \_\_\_\_\_ representing  
\_\_\_\_\_ in the company of  
\_\_\_\_\_ visited the site on:

I have made myself familiar with all local conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the site inspection meeting and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

<b>Name of Tenderer</b>	<b>Signature</b>	<b>Date</b>

<b>Name of DPW Representative</b>	<b>Signature</b>	<b>Date</b>