



public works  
& infrastructure

Department:  
Public Works and Infrastructure  
**REPUBLIC OF SOUTH AFRICA**

**TENDER NO: ID: 3142747**

**UPINGTON AND SURROUNDING AREAS: MAINTENANCE, REPAIRS AND  
SERVICING OF HIGH TENSION EQUIPMENT: 24 MONTHS TERM CONTRACT  
FOR VARIOUS CLIENTS**

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

**TENDER DOCUMENT**

**Year 2023/2025**

**ISSUED BY:**

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

**PREPARED BY: Mr Simiso Mbusi**

**NAME OF TENDERER: .....**

## DPWI Scam Alert!

The Department of Public Works and Infrastructure (DPWI) would like to once again warn members of the public and service providers about a scam doing rounds using personal details of DPWI staff members to scam the public.

Members of the public and those who are doing business with DPWI are cautioned to be extra vigilant around this time of the lockdown, whereby unscrupulous people use any available opportunity to scam them.

If anyone receives such an invitation purporting to be from any staff member, please verify with DPWI by calling the following officials;

Ms Wendy Khumalo

Telephone number: 053 8385359

Email: [Wendy.Khumalo@dpw.gov.za](mailto:Wendy.Khumalo@dpw.gov.za)

Ms Gail Aysen

Telephone number – 053 8385221

Email – [Gail.Aysen@dpw.gov.za](mailto:Gail.Aysen@dpw.gov.za)

Please use below email address for SCM enquiries

[KBYSKM.Enquiry@dpw.gov.za](mailto:KBYSKM.Enquiry@dpw.gov.za)



## SERVICE PROVIDER DOCUMENT COMPLETION GUIDE: WHAT TO AVOID AND/OR REMEMBER WHEN COMPLETING THESE TENDER DOCUMENTS.

1. **PA - 32 INVITATION TO BID** – the **total bid price** calculated on the bill of quantities and/or PA 30.1 MUST be transferred to the PA-32 form and completed at the bottom right corner.
2. **DPW – 07 FORM OF OFFER AND ACCEPTANCE** – the **total bid price** calculated on the bill of quantities should be carried over from the bill of quantities (BOQ) to DPW-07 in both numerical and in words format. It should be noted that should there be a price difference between numeric value offer and the offer in words, the offer in words shall prevail. (NB. applicable to facilities and construction tenders)
3. **PA - 11 BIDDERS DISCLOSURE** – declare any related company interest (where you have controlling interest) including those reflecting on the **CSD report** under each director/member of your company (*if, tick YES on point 2.3. Furnish the details on 2.3.1*).
4. **PA - 16 PREFERENCE POINTS CLAIM FORM** – should be completed in full, bidders to note that points will be allocated for specific goals as specified in the invitation to quote and invitation to bid.
5. For example using the table below, should you wish to claim for specific goals and maximise on the preferential points you will need to indicate the specific goal claimed in PA16 page 09 of 11; if claiming under 80/20 then the last column should indicate the number of points claimed i.e. **1. An EME or QSE which is at least 51% owned by historically disadvantage individuals = 10 (indicate the total points if they are being claimed)**

**NB Please indicate the points being claimed, should you fail to indicate you will not be allocated the points and please submit the documentary proof to substantiate the claim as indicated in the invitation to quote/tender.**

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE which is at least 51% owned by <b>historically disadvantage individuals</b> .	10	<ul style="list-style-type: none"><li>• ID Copy</li><li>• SANAS Accredited BBBEE Certificate or sworn affidavit where applicable</li><li>• Or</li><li>• CSD Report</li><li>• Or</li><li>• CIPC (company registration)</li></ul>



Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	<ul style="list-style-type: none"><li>• Office Municipal Rates Statement</li><li>• Or</li><li>• Permission To Occupy from local chief in case of rural areas (PTO)</li><li>• Or</li><li>• Lease Agreement</li></ul>

6. **ORIGINAL BBEE SWORN AFFIDAVIT** - Ensure that the sworn affidavit is signed and dated in the presence of the Commissioner of Oaths. The date of the deponent and the commissioner must be the same date. **CIPC sworn affidavit** are preferred but not compulsory
  - Bidders to note that the acceptable format for financial year end is as follows: **DD/MM/YYYY**. If the day, month and year of financial year end are not indicated, the sworn affidavit will be declared invalid and lead to non-allocation of preference point.
7. **BBEE CERTIFICATE** - must be issued by a SANAS accredited agency and all other required certificates must be issued by the relevant accredited agency. Please verify that the your certificate issuing providers are registered on SANAS to ensure your certificates are accredited [www.sanas.co.za](http://www.sanas.co.za) under accredited organizations
8. **PROCUREMENT COMPLIANCE FORMS** – all procurement compliance form **MUST** be fully completed and signed in ink.
9. **ERRORS ON THE BOQ** – Ensure correct and accurate carry-over of totals throughout the BOQ

Please ensure that you completely fill in the document, where you are not sure kindly contact this office for assistance. Should you fail to submit a fully compliant document you may be rendered **administratively non-responsive** thus disqualified from further evaluation.

# UPINGTON AND SURROUNDING AREAS: MAINTENANCE, REPAIRS AND SERVICING OF HIGH TENSION EQUIPMENT: 24 MONTHS TERM CONTRACT FOR VARIOUS CLIENTS

TENDER NUMBER: ID: 3142747

## 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-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-40 Declaration Of Designated Groups For Preferential Procurement
  - DPW-16 Site Inspection meeting Certificate
  - DPW-09(EC) Particulars of Tenderer's Projects
  - DPW-21(EC) Record of Addenda to Tender Documents
  - DPW-22(EC) Particulars of Electrical Contractor

### CONTRACT

#### Part 1: Agreement and Contract Data

- DPW-05 Contract Data (GCC 2010)
- 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
- EPWP Implementation Framework
- Occupational Health & Safety Specification

#### 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 AND INFRASTRUCTURE INVITES TENDERS FOR:

<b>Project title:</b>	UPINGTON AND SURROUNDING AREAS: MAINTENANCE, REPAIRS AND SERVICING OF HIGH TENSION EQUIPMENT: 24 MONTHS TERM CONTRACT FOR VARIOUS CLIENTS
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<b>Tender no:</b>	ID: 3142747	<b>Reference no:</b>	19/2/4/2/2/2023-2024
<b>Advertising date:</b>	07/07/2023	<b>Closing date:</b>	28/07/2023
<b>Closing time:</b>	11:00 AM	<b>Validity period:</b>	84 Calendar days

### 1. REQUIRED CIDB GRADING

It is estimated that tenderers should have a CIDB contractor grading designation of **5 EP or 5 EP\*** 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 **Not applicable Not applicable PE or Not applicable Not applicable PE\*** or higher.  
\* Delete "or select tender value range select class of construction works PE" where only one class of construction works is applicable

### 2. RESPONSIVENESS CRITERIA

#### 2.1 Substantive responsiveness criteria

Only tenderers who are responsive to the following substantive 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:

1	<input checked="" type="checkbox"/>	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	<input checked="" type="checkbox"/>	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	<input checked="" type="checkbox"/>	Use of correction fluid is prohibited.
4	<input checked="" type="checkbox"/>	Registration on National Treasury's Central Supplier Database.
5	<input checked="" type="checkbox"/>	Submission of (DPW-07 EC): Form of Offer and Acceptance.
6	<input checked="" type="checkbox"/>	Submission of DPW-09 (EC): Particulars of Tenderer's Projects.
7	<input checked="" type="checkbox"/>	Submission of DPW-16 (EC): Site Inspection Meeting Certificate
8	<input checked="" type="checkbox"/>	Submission of record of attending compulsory virtual bid clarification / site inspection meeting.
9	<input checked="" type="checkbox"/>	Submission of DPW-21 (EC): Record of Addenda to tender documents
10	<input checked="" type="checkbox"/>	The tenderer shall submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.

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".

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11	<input type="checkbox"/>	The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender.
12	<input checked="" type="checkbox"/>	All parts of tender documents submitted must be fully completed in ink and signed where required
13	<input type="checkbox"/>	

## 2.2 Administrative responsiveness criteria

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

1	<input checked="" type="checkbox"/>	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's .
2	<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.
3	<input checked="" type="checkbox"/>	Submission of (PA-09 (EC)): List of Returnable Documents
4	<input checked="" type="checkbox"/>	Submission of (PA-11): Bidder's disclosure.
5	<input checked="" type="checkbox"/>	Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
6	<input checked="" type="checkbox"/>	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.
7	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD).
8	<input type="checkbox"/>	Submission of DPW-15 (EC): Schedule of proposed sub-contractors
9	<input type="checkbox"/>	The tenderer shall submit his fully priced Bills of Quantities (complete document inclusive of all parts) within 14 days from request.
10	<input checked="" type="checkbox"/>	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
11	<input checked="" type="checkbox"/>	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
12	<input type="checkbox"/>	

## 3. Method to be used to calculate points for specific goals

<b><u>For procurement transaction with rand value greater than R2 000, 00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed below are applicable.</u></b>				
<input type="checkbox"/>	Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
	1.	An EME or QSE which is at least 51% owned by black people.	10	ID Copy. or SANAS Accredited BBBEE Certificate/ Sworn Affidavit. or CSD Report. or CIPC (Company registration)

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".

2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area.	2	Office Municipal Rates Statement. or Permission to occupy from local chief in case of rural areas (PTO). or Lease Agreement
3.	An EME or QSE which is at least 51% owned by women.	4	ID Copy or CSD Report or CIPC (Company Registrations)
4.	An EME or QSE which is at least 51% owned by people with disability.	2	Medical Certificate or South African Social Security Agency (SASSA) Registration or National Council for Persons with Physical Disability in South Africa registration (NCPDPSA)
5.	An EME or QSE which is at least 51% owned by youth.	2	ID Copy or CSD Report Or CIPC

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

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
<input checked="" type="checkbox"/> 1.	An EME or QSE which is at least 51% owned by <b>Historically Disadvantage Individuals (HDI)</b>	10	ID Copy. or SANAS Accredited BBBEE Certificate/ Sworn Affidavit. or CSD Report. or CIPC (Company registration)
2.	<b>Located</b> in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area.	2	Office Municipal Rates Statement. or Permission to occupy from local chief in case of rural areas (PTO). or Lease Agreement
3.	An EME or QSE which is at least 51% owned by <b>women</b>	4	ID Copy or CSD Report or CIPC (Company Registrations)
4.	An EME or QSE which is at least 51% owned by people with <b>disability</b> .	2	Medical Certificate or South African Social Security Agency (SASSA) Registration

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".

			or National Council for Persons with Physical Disability in South Africa registration (NCPDPSA)
5.	An EME or QSE which is at least 51% owned by youth (Mandatory)	2	ID Copy or CSD Report Or CIPC

**For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed below are applicable.**

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by Historically Disadvantage Individuals (HDI).	4	ID Copy. or SANAS Accredited BBBEE Certificate/ Sworn Affidavit. or CSD Report. or CIPC (Company registration)
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area.	2	Office Municipal Rates Statement. or Permission to occupy from local chief in case of rural areas (PTO). or Lease Agreement
3.	An EME or QSE which is at least 51% owned by women	2	ID Copy or CSD Report or CIPC (Company Registrations)
4. <input type="checkbox"/>	An EME or QSE which is at least 51% owned by people with disability (Mandatory)	2	Medical Certificate or South African Social Security Agency (SASSA) Registration or National Council for Persons with Physical Disability in South Africa registration (NCPDPSA)
	<b>OR</b>		
5. <input type="checkbox"/>	An EME or QSE which is at least 51% owned by youth (Mandatory)	2	ID Copy or CSD Report Or CIPC
	<b>NB. (The use of this goal is mandatory however the BSC must select either one of the two and not both)</b>		

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".

**4. Functionality criteria:**

**Note:** All bids involving the acquisition of engineering and construction works from cidb Grade 3 and above are subjected to functionality.

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

Functionality criteria:	Weighting factor:
<p>1. COMPLETED PROJECTS REFERENCE LETTER OR COMPLETION CERTIFICATE FROM THE CLIENT/CONSULTANTS FOR ELECTRICAL HT/MV INSTALLATION OR MAINTENANCE PROJECTS.</p> <p>PLEASE PROVIDE SIGNED REFERENCE LETTER(S) OR COMPLETION CERTIFICATE FROM PROJECT MANAGER/CONSULTING ENGINEER/CLIENTS AND THE REFERENCE LETTER OR COMPLETION CERTIFICATE MUST INCLUDE THE PROJECT DESCRIPTION, CONTACT DETAILS, START, AND COMPLETION DATE WITH A MINIMUM THRESHOLD OF R 1 500 000.00. COMPLETED PROJECT IN PREVIOUS TEN (10) YEARS.</p> <p>1.1. 5 and above completed similar projects = 5 points.            1.2. 4 completed similar projects = 4 points.            1.3. 3 completed similar projects = 3 points.            1.4. 2 completed similar projects = 2 points.            1.5. 1 completed similar projects and no information provided = 0 points</p>	35
<p>2. STAFFING RESOURCES: NUMBER OF ELECTRICIAN WITH WIREMANS LICENCE AS INSTALLATION ELECTRICIAN (THREE PHASE TESTER) OR MASTERS INSTALLATION ELECTRICIAN.</p> <p>2.1. 4 x electrician with wiremans licence = 5 points.            2.2. 3 x electrician with wiremans licence = 4 points.            2.3. 2 x electrician with wiremans licence = 3 points.            2.4. 1 x electrician with wiremans licence and No information = 0 points.</p> <p>Provide copy of wiremans licence card as a proof from Department of Employment and Labour.</p>	20
<p>3. STAFFING RESOURCES: SUPERVISOR WITH YEARS OF EXPERIENCE AS SUPERVISOR WITH WIREMANS LICENCE AS INSTALLATION ELECTRICIAN OR MASTER INSTALLATION ELECTRICIAN AND HIGH VOLTAGE REGULATIONS CERTIFICATE (ORHVS)</p> <p>3.1. 5 years experience as electrician with wiremans licence and ORHVS = 5 points.            3.2. 4 years experience as electrician with wiremans licence and ORHVS = 4 points.            3.3. 3 years experience as electrician with wiremans licence and ORHVS = 3 points.            3.4. 2 or less years experience as electrician with wiremans licence and No information provided = 0 points.</p> <p>Provide copy of wiremans licence card from Department of Employment and, labour and ORHVS from an accredited institution by EWSETA or ESKOM</p>	20

<b>4. FINANCIAL CAPABILITY</b>		
4.1. Credit rating of A	= 5 points.	25
4.2. Credit rating of B	= 4 points	
4.3. Credit rating of C	= 3 points.	
4.4. Credit rating of D	= 2 points.	
4.5. Credit rating of E-H and no information provided	= 0 points.	
Provide a copy of valid bank rating from your accredited Banking Institution stating your bank code rating ( A,B,C or D) and this copy it must be not older than 3 months prior to tender closing date with bank stamp		
<b>Total</b>		<b>100 Points</b>

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

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

**5. BID EVALUATION METHOD**

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

<input checked="" type="checkbox"/> <b>80/20</b> Preference points scoring system	<input type="checkbox"/> <b>90/10</b> Preference points scoring system	<input type="checkbox"/> <b>Either 80/20 or 90/10</b> Preference points scoring system
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In case where below/above R 50 000 000 is selected, the lowest acceptable tender will be used to determine the applicable preference point system.

**6. ELIGIBILITY IN RESPECT OF RISK TO THE EMPLOYER:**

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

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

In order for the evaluation reports to be prepared by the Professional Team, the Tenderer is obliged to provide comprehensive information on form DPW-09 (EC). Failure to complete the said form will cause the tender to be declared non-responsive and removed from any further consideration. The Employer reserves the right to request additional information over and above that which is provided by the Tenderer on said form. The

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information must be provided by the Tenderer within the stipulated time as determined by the Bid Evaluation Committee, failing which the tender offer will *mutatis mutandis* be declared non-responsive.

## 6.1 Technical risks:

### Criterion 1: Experience on comparable projects during the past 10 years.

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

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

### Criterion 2: Contractual commitment and quality of performance on comparable projects during the past 10 years.

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

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

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

### Criterion 3: Suitably qualified and appropriately experienced human resources

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".

Allocation of suitably qualified and appropriately experienced human resources, both in respect of principals and/or other staff (contract manager, site agent, site foreman including other professional, technical and/or administrative) of the tendering Service Provider to the project, as proof that the tendering Service Provider will be able to react/respond appropriately to the Services required herein. The Company Organogram with CV's and certified ID's of all principals and employed workforce as well as proof of Professional Registration will be verified. Current and future workload of the tenderer in relation to capacity and capability will also be considered. The tenderer should demonstrate that he or she possesses the necessary professional and technical qualifications and -competence in relation to the scope of work and work to be undertaken.

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

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

**6.2 Commercial risks:**

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

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

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

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

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

(d)	<b>cidb BUILD Programme:</b> Minimum Targeted Enterprise Development Contract Participation Goal in accordance with the cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	<b>Not applicable</b>
(e)	<b>cidb BUILD Programme:</b> Minimum Targeted Contract Skills Development Goal in accordance with the cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 43495 of 3 July 2020, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	<b>Not applicable</b>

**Tender no:** ID: 3142747

(f)	DPWI National Youth Service training and development programme (NYS) – Condition of Contract.	<b>Not applicable</b>
(g)	Labour Intensive Works – Condition of Contract.	<b>Not applicable</b>
(h)		<b>Select</b>
(i)		<b>Select</b>

## 8. COLLECTION OF TENDER DOCUMENTS

Bid documents are available for free download on e-Tender portal [www.etenders.gov.za](http://www.etenders.gov.za)

Alternatively; Bid documents may be collected during working hours at the following address  
**DEPARTMENT OF PUBLIC WORKS**  
 21-23 Market Square  
 CBD  
 Kimberley

8300. A non-refundable bid deposit of R 300 is payable (cash only) on collection of the bid documents.

## 9. 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 or virtual bid clarification / site inspection meeting, are:

<b>Venue:</b>	Virtual at Microsoft Teams		
<b>Virtual meeting link:</b>	Meeting ID: 356 195 941 99 Passcode: LjufTN		
<b>Date:</b>	18/07/2023	<b>Starting time:</b>	11:30AM

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".



### 10. ENQUIRIES

Enquiries related to tender documents may be addressed to:

<b>DPWI Project Manager:</b>	Simiso Mbusi	<b>Telephone no:</b>	053 838 5228
<b>Cellular phone no:</b>	066 217 5819	<b>Fax no:</b>	N/A
<b>E-mail:</b>	simiso.mbusi@dpw.gov.za		

### 11. DEPOSIT / RETURN OF TENDER DOCUMENTS


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

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

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

<p><b>Tender documents may be posted to:</b></p> <p>The Director-General Department of Public Works and Infrastructure Private Bag X 5002 Kimberley 8300</p> <p><b>Attention:</b> <b>Procurement section: Room N32</b></p>	<p><b>OR</b></p>	<p><b>Deposited in the tender box at:</b></p> <p>21-23 market square old magistrate building kimberly 8300</p>
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### 12. COMPILED BY:

Simiso Mbusi		06/07/2023
Name of Project Manager	Signature	Date

# THE TENDER

# **PART 1:-**

## **TENDERING PROCEDURES**

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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

<b>Project title:</b>	UPINGTON AND SURROUNDING AREAS: MAINTENANCE, REPAIRS AND SERVICING OF HIGH TENSION EQUIPMENT: 24 MONTHS TERM CONTRACT FOR VARIOUS CLIENTS
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<b>Tender no:</b>	ID: 3142747	<b>Reference no:</b>	19/2/4/2/2/2023-2024
<b>Advertising date:</b>	07/07/2023	<b>Closing date:</b>	28/07/2023
<b>Closing time:</b>	11:00 AM	<b>Validity period:</b>	84 Calendar days

### 1. REQUIRED CIDB GRADING

It is estimated that tenderers should have a CIDB contractor grading designation of **5 EP or 5 EP\*** 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 **Not applicable Not applicable PE or Not applicable Not applicable PE\*** or higher.  
\* Delete "or select tender value range select class of construction works PE" where only one class of construction works is applicable

### 2. RESPONSIVENESS CRITERIA

#### 2.1 Substantive responsiveness criteria

Only tenderers who are responsive to the following substantive 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:

1	<input checked="" type="checkbox"/>	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	<input checked="" type="checkbox"/>	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	<input checked="" type="checkbox"/>	Use of correction fluid is prohibited.
4	<input checked="" type="checkbox"/>	Registration on National Treasury's Central Supplier Database.
5	<input checked="" type="checkbox"/>	Submission of (DPW-07 EC): Form of Offer and Acceptance.
6	<input checked="" type="checkbox"/>	Submission of DPW-09 (EC): Particulars of Tenderer's Projects.
7	<input checked="" type="checkbox"/>	Submission of DPW-16 (EC): Site Inspection Meeting Certificate
8	<input checked="" type="checkbox"/>	Submission of record of attending compulsory virtual bid clarification / site inspection meeting.
9	<input checked="" type="checkbox"/>	Submission of DPW-21 (EC): Record of Addenda to tender documents
10	<input checked="" type="checkbox"/>	The tenderer shall submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.

Tender no: ID: 3142747

11	<input type="checkbox"/>	The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender.
12	<input checked="" type="checkbox"/>	All parts of tender documents submitted must be fully completed in ink and signed where required
13	<input type="checkbox"/>	

**2.2 Administrative responsiveness criteria**

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

1	<input checked="" type="checkbox"/>	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's .
2	<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.
3	<input checked="" type="checkbox"/>	Submission of (PA-09 (EC)): List of Returnable Documents
4	<input checked="" type="checkbox"/>	Submission of (PA-11): Bidder's disclosure.
5	<input checked="" type="checkbox"/>	Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
6	<input checked="" type="checkbox"/>	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.
7	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD).
8	<input type="checkbox"/>	Submission of DPW-15 (EC): Schedule of proposed sub-contractors
9	<input type="checkbox"/>	The tenderer shall submit his fully priced Bills of Quantities (complete document inclusive of all parts) within 14 days from request.
10	<input checked="" type="checkbox"/>	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
11	<input checked="" type="checkbox"/>	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
12	<input type="checkbox"/>	

**3. Method to be used to calculate points for specific goals**

<b>For procurement transaction with rand value greater than R2 000, 00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed below are applicable.</b>				
<input type="checkbox"/>	Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
	1.	An EME or QSE which is at least 51% owned by black people.	10	ID Copy. or SANAS Accredited BBBEE Certificate/ Sworn Affidavit. or CSD Report. or CIPC (Company registration)

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".

2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area.	2	Office Municipal Rates Statement. or Permission to occupy from local chief in case of rural areas (PTO). or Lease Agreement
3.	An EME or QSE which is at least 51% owned by women.	4	ID Copy or CSD Report or CIPC (Company Registrations)
4.	An EME or QSE which is at least 51% owned by people with disability.	2	Medical Certificate or South African Social Security Agency (SASSA) Registration or National Council for Persons with Physical Disability in South Africa registration (NCPDASA)
5.	An EME or QSE which is at least 51% owned by youth.	2	ID Copy or CSD Report Or CIPC

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

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
<input checked="" type="checkbox"/> 1.	An EME or QSE which is at least 51% owned by <b>Historically Disadvantage Individuals (HDI)</b>	10	ID Copy. or SANAS Accredited BBBEE Certificate/ Sworn Affidavit. or CSD Report. or CIPC (Company registration)
2.	<b>Located</b> in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area.	2	Office Municipal Rates Statement. or Permission to occupy from local chief in case of rural areas (PTO). or Lease Agreement
3.	An EME or QSE which is at least 51% owned by <b>women</b>	4	ID Copy or CSD Report or CIPC (Company Registrations)
4.	An EME or QSE which is at least 51% owned by people with <b>disability</b> .	2	Medical Certificate or South African Social Security Agency (SASSA) Registration

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".

			or National Council for Persons with Physical Disability in South Africa registration (NCPDPSA)
5.	An EME or QSE which is at least 51% owned by youth (Mandatory)	2	ID Copy or CSD Report Or CIPC

**For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed below are applicable.**

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by Historically Disadvantage Individuals (HDI).	4	ID Copy. or SANAS Accredited BBBEE Certificate/ Sworn Affidavit. or CSD Report. or CIPC (Company registration)
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area.	2	Office Municipal Rates Statement. or Permission to occupy from local chief in case of rural areas (PTO). or Lease Agreement
3.	An EME or QSE which is at least 51% owned by women	2	ID Copy or CSD Report or CIPC (Company Registrations)
4. <input type="checkbox"/>	An EME or QSE which is at least 51% owned by people with disability (Mandatory)	2	Medical Certificate or South African Social Security Agency (SASSA) Registration or National Council for Persons with Physical Disability in South Africa registration (NCPDPSA)
	<b>OR</b>		
5. <input type="checkbox"/>	An EME or QSE which is at least 51% owned by youth (Mandatory)	2	ID Copy or CSD Report Or CIPC
	<b>NB. (The use of this goal is mandatory however the BSC must select either one of the two and not both)</b>		

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".

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**4. Functionality criteria:**

**Note:** All bids involving the acquisition of engineering and construction works from cidb Grade 3 and above are subjected to functionality.

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

Functionality criteria:	Weighting factor:
<p>1. COMPLETED PROJECTS REFERENCE LETTER OR COMPLETION CERTIFICATE FROM THE CLIENT/CONSULTANTS FOR ELECTRICAL HT/MV INSTALLATION OR MAINTENANCE PROJECTS.</p> <p>PLEASE PROVIDE SIGNED REFERENCE LETTER(S) OR COMPLETION CERTIFICATE FROM PROJECT MANAGER/CONSULTING ENGINEER/CLIENTS AND THE REFERENCE LETTER OR COMPLETION CERTIFICATE MUST INCLUDE THE PROJECT DESCRIPTION, CONTACT DETAILS, START, AND COMPLETION DATE WITH A MINIMUM THRESHOLD OF R 1 500 000.00. COMPLETED PROJECT IN PREVIOUS TEN (10) YEARS.</p> <p>1.1. 5 and above completed similar projects = 5 points.            1.2. 4 completed similar projects = 4 points.            1.3. 3 completed similar projects = 3 points.            1.4. 2 completed similar projects = 2 points.            1.5. 1 completed similar projects and no information provided = 0 points</p>	35
<p>2. STAFFING RESOURCES: NUMBER OF ELECTRICIAN WITH WIREMANS LICENCE AS INSTALLATION ELECTRICIAN (THREE PHASE TESTER) OR MASTERS INSTALLATION ELECTRICIAN.</p> <p>2.1. 4 x electrician with wiremans licence = 5 points.            2.2. 3 x electrician with wiremans licence = 4 points.            2.3. 2 x electrician with wiremanslicence = 3 points.            2.4. 1 x electrician with wiremans licence and No information = 0 points.</p> <p>Provide copy of wiremans licence card as a proof from Department of Employment and Labour.</p>	20
<p>3. STAFFING RESOURCES: SUPERVISOR WITH YEARS OF EXPERIENCE AS SUPERVISOR WITH WIREMANS LICENCE AS INSTALLATION ELECTRICIAN OR MASTER INSTALLATION ELECTRICIAN AND HIGH VOLTAGE REGULATIONS CERTIFICATE (ORHVS)</p> <p>3.1. 5 years experience as electrician with wiremans licence and ORHVS = 5 points.            3.2. 4 years experience as electrician with wiremans licence and ORHVS = 4 points.            3.3. 3 years experience as electrician with wiremans licence and ORHVS = 3 points.            3.4. 2 or less years experience as electrician with wiremans licence and No information provided = 0 points.</p> <p>Provide copy of wiremans licence card from Department of Employment and, labour and ORHVS from an accredited institution by EWSETA or ESKOM</p>	20



<b>4. FINANCIAL CAPABILITY</b>		
4.1. Credit rating of A	= 5 points.	<b>25</b>
4.2. Credit rating of B	= 4 points	
4.3. Credit rating of C	= 3 points.	
4.4. Credit rating of D	= 2 points.	
4.5. Credit rating of E-H and no information provided	= 0 points.	
Provide a copy of valid bank rating from your accredited Banking Institution stating your bank code rating ( A,B,C or D) and this copy it must be not older than 3 months prior to tender closing date with bank stamp		
<b>Total</b>		<b>100 Points</b>

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

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

**5. BID EVALUATION METHOD**

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

<input checked="" type="checkbox"/> <b>80/20</b> Preference points scoring system	<input type="checkbox"/> <b>90/10</b> Preference points scoring system	<input type="checkbox"/> <b>Either 80/20 or 90/10</b> Preference points scoring system
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In case where below/above R 50 000 000 is selected, the lowest acceptable tender will be used to determine the applicable preference point system.

**6. ELIGIBILITY IN RESPECT OF RISK TO THE EMPLOYER:**

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

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

In order for the evaluation reports to be prepared by the Professional Team, the Tenderer is obliged to provide comprehensive information on form DPW-09 (EC). Failure to complete the said form will cause the tender to be declared non-responsive and removed from any further consideration. The Employer reserves the right to request additional information over and above that which is provided by the Tenderer on said form. The

information must be provided by the Tenderer within the stipulated time as determined by the Bid Evaluation Committee, failing which the tender offer will *mutatis mutandis* be declared non-responsive.

## 6.1 Technical risks:

### Criterion 1: Experience on comparable projects during the past 10 years.

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

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

### Criterion 2: Contractual commitment and quality of performance on comparable projects during the past 10 years.

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

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

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

### Criterion 3: Suitably qualified and appropriately experienced human resources

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".

Allocation of suitably qualified and appropriately experienced human resources, both in respect of principals and/or other staff (contract manager, site agent, site foreman including other professional, technical and/or administrative) of the tendering Service Provider to the project, as proof that the tendering Service Provider will be able to react/respond appropriately to the Services required herein. The Company Organogram with CV's and certified ID's of all principals and employed workforce as well as proof of Professional Registration will be verified. Current and future workload of the tenderer in relation to capacity and capability will also be considered. The tenderer should demonstrate that he or she possesses the necessary professional and technical qualifications and -competence in relation to the scope of work and work to be undertaken.

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

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

**6.2 Commercial risks:**

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

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

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

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

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

(d)	<b>cidb BUILD Programme:</b> Minimum Targeted Enterprise Development Contract Participation Goal in accordance with the cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	<b>Not applicable</b>
(e)	<b>cidb BUILD Programme:</b> Minimum Targeted Contract Skills Development Goal in accordance with the cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 43495 of 3 July 2020, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	<b>Not applicable</b>

**Tender no:** ID: 3142747

(f)	DPWI National Youth Service training and development programme (NYS) – Condition of Contract.	<b>Not applicable</b>
(g)	Labour Intensive Works – Condition of Contract.	<b>Not applicable</b>
(h)		<b>Select</b>
(i)		<b>Select</b>

## 8. COLLECTION OF TENDER DOCUMENTS

Bid documents are available for free download on e-Tender portal [www.etenders.gov.za](http://www.etenders.gov.za)

Alternatively; Bid documents may be collected during working hours at the following address  
**DEPARTMENT OF PUBLIC WORKS**  
 21-23 Market Square  
 CBD  
 Kimberley

8300. A non-refundable bid deposit of R 300 is payable (cash only) on collection of the bid documents.

## 9. 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 or virtual bid clarification / site inspection meeting. are:

<b>Venue:</b>	Virtual at Microsoft Teams		
<b>Virtual meeting link:</b>	Meeting ID: 356 195 941 99 Passcode: LjufTN		
<b>Date:</b>	18/07/2023	<b>Starting time:</b>	11:30AM

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".

## 10. ENQUIRIES

Enquiries related to tender documents may be addressed to:

<b>DPWI Project Manager:</b>	Simiso Mbusi	<b>Telephone no:</b>	053 838 5228
<b>Cellular phone no:</b>	066 217 5819	<b>Fax no:</b>	N/A
<b>E-mail:</b>	simiso.mbusi@dpw.gov.za		

## 11. DEPOSIT / RETURN OF TENDER DOCUMENTS

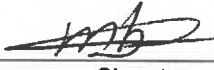
Telegraphic, telephonic, telex, facsimile, electronic and / or late tenders will not be accepted.

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

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

<p><b>Tender documents may be posted to:</b></p> <p>The Director-General Department of Public Works and Infrastructure Private Bag X 5002 Kimberley 8300</p> <p><b>Attention:</b> <b>Procurement section: Room N32</b></p>	<p><b>OR</b></p>	<p><b>Deposited in the tender box at:</b></p> <p>21-23 market square old magistrate building kimberly 8300</p>
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## 12. COMPILED BY:

Simiso Mbusi		06/07/2023
Name of Project Manager	Signature	Date

## DPW-03 (EC): TENDER DATA

<b>Project title:</b>	<b>UPINGTON AND SURROUNDING AREAS: MAINTENANCE, REPAIRS AND SERVICING OF HIGH TENSION EQUIPMENT: 24 MONTHS TERM CONTRACT FOR VARIOUS CLIENTS</b>
<b>Reference no:</b>	19/2/4/2/2/2023-2024

<b>Tender / Quotation no:</b>	ID:3142747	<b>Closing date:</b>	28/07/2023
<b>Closing time:</b>	11:00 AM	<b>Validity period:</b>	<b>84 calendar days</b>

Clause number:	
	<p>The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement as per Government Notice No. 423 published in Government Gazette No. 42622 of 8 August 2019 and as amended from time to time. (see <a href="http://www.cidb.org.za">www.cidb.org.za</a>).</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 "C" in the above mentioned Standard Conditions of Tender.</p>
<b>C.1.1</b>	The employer is the Government of the Republic of South Africa in its Department of Public Works and Infrastructure.
<b>C.1.2</b>	<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><b>Volume 1: Tendering procedures</b>  T1.1 - Notice and invitation to tender (PA-04 EC)  T1.2 - Tender data (DPW-03 EC)</p> <p><b>Volume 2: Returnable documents</b>  T2.1 - List of returnable documents (PA-09 EC)  C1.1 - Form of offer and acceptance (DPW-07 EC)  C1.2 - Contract Data  T2.2 - Returnable schedules</p> <p><b>Volume 3: Contract</b>  Part C1: Agreement and contract data  C1.2 - Contract data (Part 1: Data provided by employer) (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><b>Part C2: Pricing data</b>  C2.1 - Pricing Assumptions (PG-02.2 EC or PG-02.1EC)  C2.2 - Bills of Quantities / Lump sum document (if not a returnable document)</p> <p><b>Part C3: Scope of work</b>  C3 - Scope of work (PG-01.2 EC or PG-01.1EC)</p> <p><b>Part C4: Site information</b>  C4 - Site information (PG-03.2 EC or PG03.1EC)</p>

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<p><b>C.1.4</b></p>	<p>The Employer's agent is:</p> <table border="1"> <tr> <td data-bbox="309 353 533 421">Name:</td> <td data-bbox="533 353 1399 421"><b>Simiso Mbusi</b></td> </tr> <tr> <td data-bbox="309 421 533 495">Capacity:</td> <td data-bbox="533 421 1399 495"><b>Project Leader</b></td> </tr> <tr> <td data-bbox="309 495 533 568">Address:</td> <td data-bbox="533 495 1399 568"><b>21-23 Market square old magistrate building Kimberly 8300</b></td> </tr> <tr> <td data-bbox="309 568 533 642">Tel:</td> <td data-bbox="533 568 1399 642"><b>053 838 5228</b></td> </tr> <tr> <td data-bbox="309 642 533 714">Fax:</td> <td data-bbox="533 642 1399 714"><b>n/a</b></td> </tr> <tr> <td data-bbox="309 714 533 779">E-mail:</td> <td data-bbox="533 714 1399 779"><b>simiso.mbusi@dpw.gov.za</b></td> </tr> </table>	Name:	<b>Simiso Mbusi</b>	Capacity:	<b>Project Leader</b>	Address:	<b>21-23 Market square old magistrate building Kimberly 8300</b>	Tel:	<b>053 838 5228</b>	Fax:	<b>n/a</b>	E-mail:	<b>simiso.mbusi@dpw.gov.za</b>
Name:	<b>Simiso Mbusi</b>												
Capacity:	<b>Project Leader</b>												
Address:	<b>21-23 Market square old magistrate building Kimberly 8300</b>												
Tel:	<b>053 838 5228</b>												
Fax:	<b>n/a</b>												
E-mail:	<b>simiso.mbusi@dpw.gov.za</b>												
<p><b>C.2.1</b> <b>C.3.11</b></p>	<p><b>A. ELIGIBILITY IN RESPECT OF CIDB REGISTRATION:</b></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 <b>5EP</b> or <b>5EP**</b> 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: <b>N/A</b></p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>every member of the joint venture is registered with the CIDB;</li> <li>the lead partner has a contractor grading designation in the <b>5EP</b> or <b>5EP**</b> class of construction work; and</li> <li>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 <b>N/A</b> or <b>N/A</b> class of construction work</li> </ol> <p><b>** Delete "or select tender value range select class of construction works" where only one class of construction works is applicable</b></p> <p>A contract will 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:</p>												

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<p><b>B. INDICATE THE FUNCTIONALITY WEIGHTING APPLICABLE TO THIS BID:</b></p> <p><b>Note:</b> All bids involving the acquisition of engineering and construction works from cidb Grade 5 and above are subjected to functionality.</p> <p><b>Note:</b> Functionality will only be applied as a prequalification criterion. Such criteria are used to establish minimum requirements where after bids will be evaluated solely on the basis of price and preference.</p>	
<p><b>Functionality Criteria</b></p>	<p><b>Weighting Factor</b></p>
<p><b>1. COMPLETED PROJECTS REFERENCE LETTER OR COMPLETION CERTIFICATE FROM THE CLIENT/CONSULTANTS FOR ELECTRICAL HT/MV INSTALLATION OR MAINTENANCE PROJECTS.</b></p> <p>PLEASE PROVIDE SIGNED REFERENCE LETTER(S) OR COMPLETION CERTIFICATE FROM PROJECT MANAGER/CONSULTING ENGINEER/CLIENTS AND THE REFERENCE LETTER OR COMPLETION CERTIFICATE MUST INCLUDE THE PROJECT DESCRIPTION, CONTACT DETAILS, START, AND COMPLETION DATE WITH A MINIMUM THRESHOLD OF R 1 500 000.00. COMPLETED PROJECT IN PREVIOUS TEN (10) YEARS.</p> <p>1.1. 5 and above completed similar projects = 5 points.  1.2. 4 completed similar projects = 4 points.  1.3. 3 completed similar projects = 3 points.  1.4. 2 completed similar projects = 2 points.  1.5. 1 completed similar projects and no information provided = 0 points</p>	<p>35</p>
<p><b>2. STAFFING RESOURCES: NUMBER OF ELECTRICIAN WITH WIREMANS LICENCE AS INSTALLATION ELECTRICIAN (THREE PHASE TESTER) OR MASTERS INSTALLATION ELECTRICIAN.</b></p> <p>2.1. 4 x electrician with wireman's licence = 5 points.  2.2. 3 x electrician with wireman's licence = 4 points.  2.3. 2 x electrician with wireman's licence = 3 points.  2.4. 1 x electrician with wireman's licence and No information = 0 points.</p> <p>Provide copy of wireman's licence card as a proof from Department of Employment and Labour.</p>	<p>20</p>
<p><b>3. STAFFING RESOURCES: SUPERVISOR WITH YEARS OF EXPERIENCE AS SUPERVISOR WITH WIREMANS LICENCE AS INSTALLATION ELECTRICIAN OR MASTER INSTALLATION ELECTRICIAN AND HIGH VOLTAGE REGULATIONS CERTIFICATE (ORHVS)</b></p> <p>3.1. 5 years' experience as electrician with wireman's licence and ORHVS = 5 points.  3.2. 4 years' experience as electrician with wireman's licence and ORHVS = 4 points.  3.3. 3 years' experience as electrician with wireman's licence and ORHVS = 3 points.  3.4. 2 or less years' experience as electrician with wireman's licence and No information provided = 0 points.</p> <p>Provide copy of wireman's licence card from Department of Employment and, Labour and ORHVS from an accredited institution by EWSETA or ESKOM</p>	<p>20</p>



<b>4. FINANCIAL CAPABILITY</b>		
4.1. Credit rating of A	= 5 points.	25
4.2. Credit rating of B	= 4 points	
4.3. Credit rating of C	= 3 points.	
4.4. Credit rating of D	= 2 points.	
4.5. Credit rating of E-H and no information provided	= 0 points.	
Provide a copy of valid bank rating from your accredited Banking Institution stating your bank code rating ( A,B,C or D) and this copy it must be not older than 3 months prior to tender closing date with bank stamp		
<b>Total</b>		<b>100 Points</b>
<i>(Weightings will be multiplied by the scores allocated during the evaluation process to arrive at the total functionality points)</i>		
<b>Minimum functionality score to qualify for further evaluation:</b>		<b>50</b>

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### **C. ELIGIBILITY IN RESPECT OF RISK TO EMPLOYER:**

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

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

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

#### **C.1 Technical risks:**

##### **Criterion 1: Experience on comparable projects during the past 10 years.**

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

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

##### **Criterion 2: Contractual commitment and quality of performance on comparable projects during the past 10 years.**

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

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

1. The level of progress on current projects in relation to the project programme or, if such is not available/applicable, to the contractual construction period in general;
2. The degree to which previous projects have been completed within the contractual completion periods and/or extensions thereto, and the extend of penalties imposed;

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	<ol style="list-style-type: none"> <li>3. Project performance: time management &amp; programming of works, timeous ordering of materials and appointment of subcontractors;</li> <li>4. Financial management: payment to suppliers and cash flow problems;</li> <li>5. Quality of workmanship: extent of reworks and timeous attention to remedial works;</li> <li>6. Personnel resources: suitably qualified and experienced, turnover in site staff and labour force, specifically site manager and foreman;</li> <li>7. Personnel management: extent of labour disputes and ability to resolving labour disputes amicably;</li> <li>8. Sub-contractors: extent of turnover in subcontractors, general liaison and payment problems experienced;</li> <li>9. Contract administration: contractual aspects such as complying to laws and regulations, insurances, security, submission of required documentation timeously, reaction to written contract instructions, appointments of subcontractors, etc. as can generally be expected in standard/normal conditions of contract.</li> <li>10. Health &amp; Safety: adherence to regulations and compliance, and number of transgressions &amp; serious incidents.</li> <li>11. Plant &amp; equipment: sufficient resources on site and in time.</li> <li>12. Delays: extent of causing delays, submission of claims timeously, and abuse of or exaggerated delay claims.</li> <li>13. Final account: extent to which the contractor assisted in finalising the final account.</li> </ol> <p><b>Criterion 3: Suitably qualified and appropriately experienced human resources</b></p> <p>Allocation of suitably qualified and appropriately experienced human resources, both in respect of principals and/or other staff (contract manager, site agent, site foreman including other professional, technical and/or administrative) of the tendering Service Provider to the project, as proof that the tendering Service Provider will be able to react/respond appropriately to the Services required herein. The Company Organogram with CV's and certified ID's of all principals and employed workforce as well as proof of Professional Registration will be verified. Current and future workload of the tenderer in relation to capacity and capability will also be considered. The tenderer should demonstrate that he or she possesses the necessary professional and technical qualifications and -competence in relation to the scope of work and work to be undertaken.</p> <p><b>Criterion 4: Attendance of compulsory bid clarification meeting, if applicable</b></p> <p>If applicable, submission of confirmation of DPW-16.1 (PSB) attendance of compulsory bid clarification meeting or proof of attending the compulsory virtual meeting by a suitably qualified and experienced representative of the tenderer in terms of PA-04 (EC): Notice and Invitation to Tender.</p> <p><b>C.2 Commercial risks:</b></p> <p>The financial viability assessment evaluates the risk over the life of the construction period, as to whether the tenderer will be able to deliver the goods and services which are specified in the contract and / or be able to fulfil guarantees or warranties provided for in the contract in order to complete the project successfully for the amount tendered.</p> <p>Aspects to be considered include but are not limited to, the respective rates tendered, bank rating, financial capability and capacity whether the tenderer has or has access to sufficient financial resources to deliver the goods or services described in the tender documentation (including fulfilling any guarantees or warranty claims), whether the tenderer is not subject to any current or impending legal action (either formal proceedings or notification of legal action) which could impact on the financial standing of the tenderer or the delivery of the goods or services, financial report from auditors as proof of current liquidity, and company or any parent company or investor guarantee/s and financial statements.</p>
C.2.7	For particulars regarding a pre-tender site inspection meeting, see Notice and Invitation to Tender T1.1

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<p><b>C.2.12</b></p>	<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: <span style="float: right;">Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></span></p>
<p><b>C.2.13.2</b></p>	<p>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.</p>
<p><b>C.2.13.5</b></p>	<p>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.</p>
<p><b>C.2.13.6</b> <b>C.3.5</b></p>	<p>A two-envelope procedure will not be followed.</p>
<p><b>C.2.15</b></p>	<p>The closing time for submission of tender offers is as per Notice and Invitation to Tender T1.1.</p>
<p><b>C.2.16</b></p>	<p>The tender offer validity period is as per Notice and Invitation to Tender T1.1.</p>
<p><b>C2.16.3</b></p>	<p>Omit the wording of the last sentence for those projects which are subject to CPAP</p>
<p><b>C.2.18</b></p>	<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"/> The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender and thereafter submit the fully completed Bills of Quantities within fourteen (14) calendar days of the date requested to do so prior to the award of the contract.</p>
<p><b>C.2.19</b></p>	<p>Access shall be provided for inspections, tests and analysis as may be required by the Employer.</p>
<p><b>C.3.4.1</b> <b>C.3.4.2</b></p>	<p>The location for opening of the tender offers, immediately after the closing time thereof shall be at: <b>21-23 Market square old magistrate building Kimberly 8300</b></p>
<p><b>C.3.8</b></p>	<p>The words "responsive tender" and "acceptable tender" shall be construed to have the same meaning.</p>

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<b>C.3.9.3</b>	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 C.3.9.4."
<b>C.3.9.4</b>	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:"
<b>C.3.9.4</b>	Add sub paragraph c) to C.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."
<b>C.3.11.1</b>	The procedure for the evaluation of responsive tenders is Method 2: Financial Offer and Preference.
<b>C.3.13</b>	Add the following to sub paragraph a), as follows:  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>C.3.17</b>	Provide to the successful tenderer one copy of the signed contract document.

# **PART 2:-**

**RETURNABLE  
SCHEDULE/DOCUMENTS**

## PA-09 (EC): LIST OF RETURNABLE DOCUMENTS

<b>Project title:</b>	UPINGTON AND SURROUNDING AREAS: MAINTENANCE, REPAIRS AND SERVICING OF HIGH TENSION EQUIPMENT: 24 MONTHS TERM CONTRACT FOR VARIOUS CLIENTS		
<b>Tender / Quote no:</b>	ID:3142747	<b>Reference no:</b>	19/2/4/2/2/2023-2024
<b>Receipt Number:</b>			

### 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
Bidder's Disclosure (PA-11)	3 Pages	Yes
Resolution of Board of Directors (PA-15.1) <i>(if applicable)</i>	2 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
Preference points claim form in terms of the Preferential Procurement Regulations 2022 (PA – 16)	10 Pages	Yes
Fully completed Declaration of Designated Groups for Preferential Procurement (PA 40)	2 Pages	Yes
Registration on National Treasury's Central Supplier Database (CSD).	-	Yes
Particulars of Tenderer's Projects (DPW-09 EC)	2 Pages	Yes
Site Inspection Meeting Certificate (DPW-16 EC) <i>(if applicable)</i> .	1 Page	Yes
Record of attending compulsory virtual bid clarification / site inspection meeting <i>(if applicable)</i> .	1 Pages	Yes
Record of Addenda to tender documents (DPW-21 EC)	1 Page	Yes
Notice and Invitation to tender(PA04EC)	10 Pages	Yes

\* In compliance with the requirements of the CIDB SFU Annexure G

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**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 C.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 (if applicable)		

**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 C.2.18 of the Standard Conditions of Tender]

Tender document name	Number of pages issued	Returnable document
Schedule of proposed sub-contractors (DPW-15 EC) (if applicable)	1 Page	No
Particulars of Electrical Contractor (DPW-22 EC) (if applicable)	1 Page	Yes
Mechanical / Electrical / Security Work material and equipment schedules (if applicable)	Pages	No
Schedule for Imported Materials and Equipment (DPW-23 EC) (if applicable)	1 Page	No

**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)	13 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Fully priced and completed sectional summary- and final summary pages with the tender.	Pages	<input type="checkbox"/> Yes <input checked="" 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



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

<b>Legal Status of Tendering Entity:</b>	<b>Documentation to be submitted with the tender, or which may be required during the tender evaluation:</b>
<b>If the Tendering Entity is:</b>	
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.
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:**

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

## PA-11: BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest (1) in the enterprise, employed by the state?

**YES / NO**

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

Full Name	Identity Number	Name of State institution

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

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

YES / NO

2.2.1 If so, furnish particulars:

.....  
.....

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

YES / NO

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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<sup>2</sup> 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.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

**This form has been aligned with SBD4**

## PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

\_\_\_\_\_ (Legally correct full name and registration number, if applicable, of the Enterprise)

Held at \_\_\_\_\_ (place)

on \_\_\_\_\_ (date)

**RESOLVED that:**

1. The Enterprise submits a 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)

2. \*Mr/Mrs/Ms: \_\_\_\_\_

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

and who will sign as follows: \_\_\_\_\_

be, and is hereby, authorised to sign the 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
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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
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*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)*

PA-15.3: Special Resolution of Consortia or Joint Ventures

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: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ (Postal code) \_\_\_\_\_

Postal Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ (Postal code) \_\_\_\_\_

Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

PA-15.3: Special Resolution of Consortia or Joint Ventures

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

**Note:**

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

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



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

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

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

**1. GENERAL CONDITIONS**

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

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

**1.2 Preference Points System to be applied**

*(Tick whichever is applicable).*

- The applicable preference point system for this tender is the **80/20** preference point system.
- The applicable preference point system for this tender is the **90/10** preference point system.
- Either the **90/10** or **80/20** preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

**1.3 Points for this tender shall be awarded for:**

**1.3.1 Price; and**

**1.3.2 Specific Goals**

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

CHOOSE APPLICABLE PREFERENCE POINT SCORING SYSTEM	<input checked="" type="checkbox"/> 80/20	<input type="checkbox"/> 90/10
PRICE	80	
SPECIFIC GOALS	20	
<b>Total points for Price and Specific Goals</b>	<b>100</b>	

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

1.5 Breakdown Allocation of Specific Goals Points

1.5.1 For Procurement transactions with rand value greater than R2 000.00 and up to R1 Million (Inclusive of all applicable taxes), the specific goals as listed in table 1 below are applicable.

All Acquisitions

Table 1

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE which is at least 51% owned by <b>black people</b>	10	ID Copy Or SANAS Accredited BBBEE Certificate or sworn affidavit where applicable Or CSD Report Or CIPC (company registration)
2.	<b>Located</b> in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	Office Municipal Rates Statement Or Permission To Occupy from local chief in case of rural areas (PTO) Or Lease Agreement
3.	An EME or QSE which is at least 51% owned by <b>women</b>	4	ID Copy Or CSD Report Or CIPC (company registration)

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

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
4.	An EME or QSE which is at least 51% owned by people with <b>disability</b>	2	Medical Certificate Or South African Social Security Agency (SASSA) registration Or National Council for Persons with Physical Disability in South Africa registration (NCPDPSA)
5.	An EME or QSE which is at least 51% owned by <b>youth</b> .	2	ID Copy Or CSD Report Or CIPC (company registration)

1.5.2 **For procurement transactions with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals as listed in table 2 below are applicable:**

All Acquisitions

Table 2

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE or any entity which is at least 51% owned by <b>Historically Disadvantaged Individuals (HDI)</b>	10	ID Copy Or SANAS Accredited BBBEE Certificate or sworn affidavit where applicable Or CSD Report

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

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
			Or CIPC (company registration)
2.	<b>Located</b> in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	Office Municipal Rates Statement  Or Permission To Occupy from local chief in case of rural areas (PTO)  Or Lease Agreement
3.	An EME or QSE or any entity which is at least 51% owned by <b>women</b>	4	ID Copy  Or CSD Report  Or CIPC (company registration)
4.	An EME or QSE or any entity which is at least 51% owned by people with <b>disability</b>	2	Medical Certificate  Or South African Social Security Agency (SASSA) registration  Or National Council for Persons with Physical Disability in South Africa registration (NCPDPSA)
5.	An EME or QSE or any entity which is at least 51% owned by <b>youth</b> .	2	ID Copy  Or CSD Report  Or CIPC (company registration)

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

**1.5.3 For procurement transactions with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals as listed in table 3 below are applicable**

All Acquisitions

Table 3

Serial No	Specific Goals	Preference Points allocated out of 10	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE or any entity which is at least 51% owned by <b>Historically Disadvantaged Individuals (HDI)</b>	4	ID Copy Or SANAS Accredited BBBEE Certificate or sworn affidavit where applicable Or CSD Report Or CIPC (company registration)
2.	<b>Located</b> in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	Office Municipal Rates Statement Or Permission To Occupy from local chief in case of rural areas (PTO) Or Lease Agreement
3.	An EME or QSE or any entity which is at least 51% owned by <b>women</b>	2	ID Copy Or CSD Report Or CIPC (company registration)
4. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by people with <b>disability</b>	2	Medical Certificate Or



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

Serial No	Specific Goals	Preference Points allocated out of 10	Documentation to be submitted by bidders to validate their claim for points
5. <input type="checkbox"/>	<p>OR</p> <p>An EME or QSE or any entity which is at least 51% owned by <b>youth</b>.</p> <p>(only one specific goal is applicable between specific goal number 4 and specific goal number 5 under 90/10 Preference Point System)</p>		<p>South African Social Security Agency (SASSA) registration</p> <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA)</p> <p>ID Copy</p> <p>Or</p> <p>CSD Report</p> <p>Or</p> <p>CIPC (company registration)</p>

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

**2. DEFINITIONS**

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

5 of 2000).

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps} = \mathbf{80} \left( \mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left( \mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) \end{array}$$

Where

- Ps = Points scored for price of tender under consideration  
Pt = Price of tender under consideration  
Pmin = Price of lowest acceptable tender

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

##### 3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps} = \mathbf{80} \left( \mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left( \mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right) \end{array}$$

Where

- Ps = Points scored for price of tender under consideration  
Pt = Price of tender under consideration  
Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1,2 and 3 above as may be supported by proof/ documentation stated in the conditions of this tender:

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

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. An EME or QSE or any entity which is at least 51% owned by <b>Historically Disadvantaged Individuals (HDI)</b>		10		
2. <b>Located</b> in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area		2		
3. An EME or QSE which is at least 51% owned by <b>women</b>		4		

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
4. An EME or QSE which is at least 51% owned by people with <b>disability</b>		2		
5. An EME or QSE which is at least 51% owned by <b>youth</b>		2		

**Note:** \*in respect of the 90/10 point system a selection of either disability or youth may be made with an allocation of 2 points for either of them.

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium



# PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender no: .....

Name of Tenderer .....

EME<sup>1</sup>  QSE<sup>2</sup>  Non EME/QSE (tick applicable box)

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

Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in Rural (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 QSE: Qualifying Small Business Enterprise

## PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

**Tender no:**

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

**Signed by the Tenderer**

Name of representative	Signature	Date

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

<b>Project title:</b>	<b>UPINGTON AND SURROUNDING AREAS: MAINTENANCE, REPAIRS AND SERVICING OF HIGH TENSION EQUIPMENT: 24 MONTHS TERM CONTRACT FOR VARIOUS CLIENTS</b>		
<b>Tender no:</b>	ID: 3142747	<b>Reference no:</b>	19/2/4/2/2/2023-2024
<b>Closing date:</b>	28/07/2023		

This is to certify that I, \_\_\_\_\_ representing  
 \_\_\_\_\_ in the company of  
 \_\_\_\_\_ visited the site on: **18/07/2023**

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.

Name of Tenderer	Signature	Date

Name of DPW Representative	Signature	Date



## DPW-09 (EC): PARTICULARS OF TENDERER'S PROJECTS

<b>Project title:</b>	UPINGTON AND SURROUNDING AREAS: MAINTENANCE, REPAIRS AND SERVICING OF HIGH TENSION EQUIPMENT: 24 MONTHS TERM CONTRACT FOR VARIOUS CLIENTS	
<b>Tender / quotation no:</b>	ID:3142747	<b>Closing date:</b> 28/07/2023
<b>Advertising date:</b>	07/07/2023	<b>Validity period:</b> 84 Calendar 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						



Tender no: **ID:3142747**

**1.2. Completed projects**

Projects completed in the previous 5 (five) years	Name of Employer or Representative of Employer	Contact 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

<b>Project title:</b>	<b>UPINGTON AND SURROUNDING AREAS: MAINTENANCE, REPAIRS AND SERVICING OF HIGH TENSION EQUIPMENT: 24 MONTHS TERM CONTRACT FOR VARIOUS CLIENTS</b>		
<b>Tender no:</b>	<b>ID: 3142747</b>	<b>Reference no:</b>	<b>19/2/4/2/2/2023-2024</b>

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)*

	<b>Date</b>	<b>Title or Details</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		

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

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.

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





## DPW-22 (EC): PARTICULARS OF ELECTRICAL CONTRACTOR

<b>Project title:</b>	<b>UPINGTON AND SURROUNDING AREAS: MAINTENANCE, REPAIRS AND SERVICING OF HIGH TENSION EQUIPMENT: 24 MONTHS TERM CONTRACT FOR VARIOUS CLIENTS</b>		
<b>Tender no:</b>	<b>ID: 3142747</b>	<b>Reference no:</b>	<b>19/2/4/2/2/2022-2024</b>

<b>Name of Electrical Contractor:</b>	
<b>Address:</b>	
<b>Electrical Contractor registration number at the Department of Labour</b>	

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

# **THE CONTRACT**

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# **PART 1:-**

## **AGREEMENT AND CONTRACT DATA**

## DPW-05: (EC) CONTRACT DATA - (GCC (2010) 2<sup>nd</sup> EDITION: 2010)

<b>Project title:</b>	UPINGTON AND SURROUNDING AREAS: MAINTENANCE, REPAIRS AND SERVICING OF HIGH TENSION EQUIPMENT: 24 MONTHS TERM CONTRACT FOR VARIOUS CLIENTS
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<b>Tender / Quotation no:</b>	ID: 3142747	<b>WCS no:</b>	<b>Reference no:</b>	19/2/4/2/2/2023-2024
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	<b>PART 1: DATA PROVIDED BY THE EMPLOYER</b>
	<b>CONDITIONS OF CONTRACT</b>
	<p>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 <a href="http://www.saice.org.za">www.saice.org.za</a></p> <p>Bidders to note that materials procured for the works should be from South African manufactures and suppliers. Imported materials shall only be considered under exceptional circumstances, based on compelling technical justifications, and subject to the approval by the NDPWI.</p>

<b>CONTRACT SPECIFIC DATA</b>	
The following contract specific data, referring to the General Conditions of Contract for Construction Works, Second Edition, 2010, are applicable to this Contract:	
<b>CLAUSES</b>	<b>COMPULSORY DATA</b>
1.1.1.8	<p>Amend Clause 1.1.1.8 to include the word "rights" to read as follows:</p> <p>"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.</p>
1.1.1.13	<p>Amend Clause 1.1.1.13 as follows, clarify when the defects liability period starts:</p> <p>"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.</p> <p>Defects liability period is: <b>12 months.</b></p>
1.1.1.14 & 5.14.7	The time for achieving Practical Completion of the whole of the works is: <b>24 months</b> measured from the <u>Commencement</u> Date. The time thus stated includes special non-working days and the year-end break.





**or, if Practical Completion in portions is required,**

The times for achieving Practical Completion for the portions as set out in the Scope of Works are *mutatis mutandi*:

For portion 1 within *insert description as may be applicable*

For portion 2 within *insert description as may be applicable*

For portion 3 within *insert description as may be applicable*

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

For Internal & External Use

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	For portion 4 within <i>insert description as may be applicable</i> (followed by further portions as required)
	The time for achieving Practical Completion of the whole of the Works is: <b>24 months, measured from the Commencement Date. The time thus stated includes special non-working days and the year-end break.</b>
1.1.1.15	The name of the Employer is: <b>The Government of the Republic of South Africa in its Department of Public Works and Infrastructure.</b>
1.1.1.16	The name of the Engineer is: <b>N/A</b>
1.1.1.26	The Pricing Strategy is a: <b>Re-measurement Contract.</b>
1.1.1.31	<b>Not applicable to this Contract.</b>
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.

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".

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1.2.1.2	<p><b>Employer's address:</b></p> <p>Physical Address: <i>21-23 Market Square, Old Magistrate Building 8300</i></p> <p>Postal Address: <i>Private BagX5002 Kimberley</i></p> <p>Facsimile: <b>0538385290</b></p> <p>Telephone: <b>053 838 5246</b></p>
	<p><b>Engineer's address:</b></p> <p>Physical Address: <i>N/A</i></p> <p>Postal Address: <i>N/A</i></p> <p>Facsimile: <i>N/A</i></p> <p>Telephone: <i>N/A</i></p>
1.3.4	Not applicable to this Contract.

Insert Number and press "Tab"

1.3.5	<p>(a) ce Clause 1.3.5 with the following provisions:</p> <p>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 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>
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	<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>
3.1.3	<p>1. The Engineer's authority to act and/or to execute functions or duties or to issue instructions are expressly <b>excluded</b> 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>

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	<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 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><b>Clause 6.10.9 – Amend to read as follows:</b></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><b>Clause 10.1.5 – Amend to read as follows:</b></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:</p> <p>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>

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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) Insurance  (Refer to Clause 8.6)</p> <p><b><i>insert other requirements</i></b>  <b><i>insert other requirements</i></b>  <b><i>insert other requirements</i></b></p>
5.3.2	<p>The time to submit the documentation required before commencement with Works execution is: <b>21 days.</b></p>
5.4.2	<p>The access to, and possession of, the Site referred to in Clause 5.4.1 shall be <b><i>enter "exclusive" or "not exclusive"</i></b> to the Contractor. In the event of access to, and possession of, the Site is not exclusive to the Contractor, the following limitations apply:</p> <p><b><i>Insert an exposition of limitation.</i></b></p>
5.8.1	<p>The non-working days are: <b>Saturdays and Sundays</b></p> <p>The special non-working days are:</p> <ol style="list-style-type: none"> <li>(1) <b>Public Holidays;</b></li> <li>(2) <b>The year-end break commencing on 16 December until the Sunday preceding the first working Monday of January of the succeeding year.</b></li> </ol>

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5.9.1	<p>Amend Clause 5.9.1 as follows:</p> <p>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.</p>
5.13.1	<p>The penalty for failing to complete the Works is: <b><i>RInsert penalty amount per day</i></b></p> <p><b><i>or, if completion in portions is required,</i></b></p> <p>The penalty for failing to complete portion 1 of the Works is: <b><i>RInsert penalty amount per day.</i></b></p> <p>The penalty for failing to complete portion 2 of the Works is: <b><i>RInsert penalty amount per day.</i></b></p> <p>The penalty for failing to complete portion 3 of the Works is: <b><i>RInsert penalty amount per day.</i></b> The penalty for failing to complete portion 4 of the Works is: <b><i>RInsert penalty amount per day.</i></b></p> <p><i>Followed by further portions as required.</i></p> <p>The penalty for failing to complete the whole of the works is: <b><i>RInsert penalty amount per day.</i></b></p>

5.14.1	<p>Amend the second paragraph of Clause 5.14.1 as follows:</p> <p>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<sup>th</sup> day after the contractor requested the Certificate of Practical Completion.</p>
5.16.1	<p>Amend Clause 5.16.1 to delete the proviso in the third paragraph of this clause.</p>

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5.16.2	<p>Amend Clause 5.16.2 as follows:</p> <p>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.</p>
5.16.3	<p>The latent defect period for all works is: <b>5 years.</b></p>
6.2.1	<p>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.</p>
6.2.3	<p>Amend Clause 6.2.3 as follows:</p> <p>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.</p>
6.5.1.2.3	<p>The percentage allowance to cover overhead charges is:</p> <p><b>33%, except on material cost where the percentage allowance is 10%.</b></p>
6.8.2	<p>Contract Price Adjustment (CPA) will be applicable: <b>"No"</b>.</p> <p>If CPA is indicated as 'Yes' above the value of payment certificates is to be adjusted by a Contract Price Adjustment Factor:</p> <p>The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:</p> <p>The value of "x" is 0.15.</p> <p>The values of the coefficients are: a = 0.25. (Labour)          b = 0.3          (Contractor's equipment)          c = 0.3          (Material) d =          0.15 (Fuel)</p> <p>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)</p>

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6.8.2	<p>The urban area nearest the Site is <b><i>Upington Magistrate Court</i></b> (Select urban area from Statistical News Release, P0141, Table 7.1.)</p> <p>The applicable industry for the Producer Price Index for materials is N/A. (Select the applicable industry from Statistical News Release, P01421, Table 11.)</p> <p>The area for the Producer Price Index for fuel is N/A. (Select the area from Statistical News Release, P01421, Table 12.)</p> <p>The base month is <b><i>N/A 20N/A.</i></b> (The month prior to the closing of the tender.)</p>
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: <b>85 %</b> .
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, 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.</u></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), 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.</u></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), 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.</u></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>
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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	Amend Clause 8.6.1.1.1 to read as follows: Contract Sum plus 10%.
8.6.1.1.2	The value of Plant and materials supplied by the Employer to be included in the insurance sum is: <b>Nil</b>
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is: <b>Nil</b> .
8.6.1.3	Amend Clause 8.6.1.3 to delete reference to limit of indemnity, to read as follows: 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 fulfillment 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.
8.6.1.5	<p>1. <b>Public liability insurance</b> to be effect by the Contractor to a minimum value of:</p> <p style="padding-left: 40px;"><input type="checkbox"/></p> <p style="padding-left: 40px;"><b>or</b></p> <p style="padding-left: 40px;"><input type="checkbox"/></p> <p style="padding-left: 40px;">With a deductible not exceeding 5% of each and every claim.</p> <p>2. <b>Support insurance</b> is to be effected by the Contractor to a minimum value of: R N/A With a deductible not exceeding 5% of each and every claim.</p>

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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><b>HIGH RISK INSURANCE</b></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>8.6.8</p>	<p><b>(1) Damage to the Works</b></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><b>(2) Injury to Persons or Loss of or damage to Properties</b></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 movement, as mentioned above, which occurred during the Contract Period.</p> <p><b>(3)</b> 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><b>(4)</b> 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>
<p>9.1.4</p>	<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>

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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>

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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> <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.</p>
10.1.3.1	<p>Amend Clause 10.1.3.1 as follows to insert the word "Plant":</p> <p>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.</p>
10.1.6	<p>Insert a new Clause 10.1.6 as follows:</p> <p>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.</p>

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10.2.1	<p><b>Amend Clause 10.2.1 as follows:</b></p> <p>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.</p>
10.2.2	<p><b>Amend Clause 10.2.2 as follows:</b></p> <p>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.</p>
10.3.2	<p><b>Amend Clause 10.3.2 as follows to replace “adjudication” with “court”:</b></p> <p>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.</p>
10.3.3	<p><b>Replace “Engineer” with “Employer”.</b></p>
10.4.2	<p><b>Amend Clause 10.4.2 as follows to provide for submission to court:</b></p> <p>If the other party rejects the invitation to amicable settlement in writing or does not respond in writing to the invitation with 14 days, or amicable settlement is unsuccessful, either party may submit the dispute to court.</p>
10.4.4	<p><b>Amend Clause 10.4.4 to delete reference to “adjudication” and “arbitration” to read as follows:</b></p> <p>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.</p>
10.5 10.6 & 10.7	<p><b>The entire provisions of these Clauses are not applicable to this Contract.</b></p>
10.10.3	<p><b>Amend Clause 10.10.3 as follows to reword and remove reference to “arbitrator”:</b></p> <p>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.</p>

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

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

(a)	Minimum 30% mandatory Subcontracting to SMMEs in accordance with the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017 as published in the Government Gazette Notice No. 40553 of 20 January 2017 – Condition of Tender.	N/A
(b)	Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	N/A
(c)	Minimum Targeted Local Building Material Suppliers Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	N/A

**Tender no:** Insert Number and press "Tab"

(d)	Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	N/A
(e)	cidb BUILD Programme: Minimum Targeted Enterprise Development Contract Participation Goal in accordance with the cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	N/A
(f)	cidb BUILD Programme: Minimum Targeted Contract Skills Development Goal in accordance with the cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 43495 of 3 July 2020, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	N/A
(g)	DPWI National Youth Service training and development programme (NYS) – Condition of Contract.	N/A
(h)	Labour Intensive Works – Condition of Contract.	N/A

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(i)		<b>Select</b>
(j)		<b>Select</b>



Tender no: ID: 3142747

PART 2: DATA PROVIDED BY THE BIDDER	
1.1.1.9	The name of the Bidder is:
1.2.1.2	<p>The address of the Bidder is:</p> <p>Postal address:</p> <p>_____</p> <p>_____</p> <p>_____ <b>Postal Code:</b> _____</p> <p>Tel: _____ Fax: _____</p> <p>TAX / VAT Registration No: _____</p> <p>Physical address:</p> <p>_____</p> <p>_____</p> <p>_____ <b>Postal Code:</b> _____</p> <p>E-mail address: _____</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><b>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 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.</b></p>

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

<b>Project title:</b>	<b>UPINGTON AND SURROUNDING AREAS: MAINTENANCE, REPAIRS AND SERVICING OF HIGH TENSION EQUIPMENT: 24 MONTHS TERM CONTRACT FOR VARIOUS CLIENTS</b>		
<b>Tender / Quotation no:</b>	ID: 3142747	<b>Reference no:</b>	19/2/4/2/2/2023-2024

### OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:  
**MAINTENANCE, REPAIRS AND SERVICING OF HIGH TENSION EQUIPMENT: 24 MONTHS 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:**

<b>Rand (in words):</b>	..... ..... .....
<b>Rand in figures:</b>	R .....

The amount in words takes precedence over the amount in figures. 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)**

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

Tender / Quotation no: ID: 3142747

<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"

**Tender / Quotation no:** ID: 3142747

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

.....

.....

**Other Contact Details of the Tenderer are:**

Telephone No..... Cellular Phone No. ....

Fax No .....

Postal address .....

Banker ..... Branch.....

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

CIDB Registration Number: .....

**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 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 C1 Agreement and contract data, (which includes this agreement)
- Part C2 Pricing data
- Part C3 Scope of work
- Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

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

The Tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, 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 on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five (5) working days of the date of such receipt notifies the employer in writing of any reason why he/she 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

\*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" Page 3 of 4

Tender / Quotation no: ID: 3142747

<b>Name of Organisation:</b>	Department of Public Works and Infrastructure
<b>Address of Organisation:</b>	<i>Old Magistrate Court 21-23 Market Street Kimberley 8301</i>

**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"

## DPW-10.2 (EC): VARIABLE CONSTRUCTION GUARANTEE (GCC (2010) 2<sup>nd</sup> EDITION: 2010)

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

### FOR ATTENTION

**Simiso Mbusi**  
Private Bag 5002  
Kimberley  
8301

Sir,

### VARIABLE CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF GCC (2010) 2<sup>nd</sup> 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 and Infrastructure (hereinafter referred to as the “**employer**”), Contract/Tender No: **ID: 3142747**, for the **MAINTENANCE, REPAIRS AND SERVICING OF HIGH TENSION EQUIPMENT: 24 MONTHS TERM CONTRACT FOR VARIOUS CLIENTS** (hereinafter referred to as the “**contract**”) for the sum of R \_\_\_\_\_, (*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 \_\_\_\_\_, (*in word.....*) 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

**Tender no: (Insert Tender Number)**

- (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 \_\_\_\_\_ 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: \_\_\_\_\_





## DPW-10.4 (EC): FIXED CONSTRUCTION GUARANTEE GCC (2010) 2<sup>nd</sup> EDITION: 2010

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

### FOR ATTENTION

**Simiso Mbusi**  
Private Bag 5002  
Kimberley  
8301

Sir,

### FIXED CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF GCC 2<sup>ND</sup> 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 and Infrastructure (hereinafter referred to as the "**employer**"), Contract/Tender No: **ID: 3142747**, for the **MAINTENANCE, REPAIRS AND SERVICING OF HIGH TENSION EQUIPMENT: 24 MONTHS TERM CONTRACT FOR VARIOUS CLIENTS** (hereinafter referred to as the "**contract**"), for the sum of R ....., (*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 ....., (*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**.

Tender No: **ID: 3142747**

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 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.
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: \_\_\_\_\_

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".

# **PART 2:-**

## **PRICING DATA**

## PG-02.1 (EC) PRICING ASSUMPTIONS – GCC (2010) 2<sup>nd</sup> Edition 2010

<b>Project title:</b>	<b>UPINGTON AND SURROUNDING AREAS: MAINTENANCE, REPAIRS AND SERVICING OF HIGH TENSION EQUIPMENT: 24 MONTHS TERM CONTRACT FOR VARIOUS CLIENTS</b>		
<b>Tender / Quotation no:</b>	<b>ID: 3142747</b>	<b>Reference no:</b>	<b>19/2/4/2/2/2023-2024</b>

### C2.1 Pricing Assumptions

#### C2.1.1 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 Project Specification) and the Drawings.

#### C2.1.2 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.

#### C2.1.3 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 Specifications and Project 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.

#### C2.1.4 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 45 of the General Conditions of Contract 2004. 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.

#### C2.1.5 PRICING OF THE BILL OF QUANTITIES

The **bills of quantities / lump sum document** forms part of and must be read and priced in conjunction with all the other documents forming part of the **contract documents**, the Standard Conditions of Tender, Conditions of Contract, Specifications, Drawings and all other relevant documentation.

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 cost 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.

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 Contractor omits to price any items in the Bill of Quantities, then these items will be considered to have a nil rate or price.

The Tenderer is required to check the Bills of Quantities and the numbers of the pages and should any be found to be missing or in duplicate, or should any of the typing be indistinct, or any doubt of obscurity arise as to the meaning of any description or particulars of any item, or if this Tender Enquiry contains any obvious errors, then the Tenderer must immediately inform the Principal Agent and have them rectified or explained in writing as the case may be. No liability whatsoever will be admitted by reason of the Contractor having failed to comply with the foregoing instruction.

No alterations, erasures, omissions or additions is to be made in the text and/or conditions of these Bills of Quantities. Should any such alterations, amendments, note/s or addition be made, the same will not be recognized, but reading of these Bills of Quantities as originally prepared by the Quantity Surveyor will be adhered to.

The contractor is cautioned that the use of any quantities appearing in these Bills of Quantities for the purpose of ordering material, it is done at own risk and no liability whatsoever will be admitted by the Employer or Quantity Surveyor for the correctness of such Quantities. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.

The prices and rates to be inserted by the Tenderer in the Bills of Quantities shall be the full inclusive prices to be paid by the Employer for the work described. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Market related prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out. The Employer reserves the right to balance the Bill rates where deemed necessary within the Tendered Amount.

A price or rate is to be entered against each item in the Bills of Quantities, whether the quantities are stated or not. An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.

Should the full intent and meaning of any description not be clear, the bidder shall, before submission of his tender, call for a written directive from the principal agent, failing which it shall be assumed that the contractor has allowed in his pricing for materials and workmanship in terms of National Best Practice.

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) variations of specified components in the make-up of a pay item may be expected; and
- (b) 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.

Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the "PW 371" and the principles contained in the latest version of the SANS 1200 in South Africa. It is the intention that the abbreviated descriptions be fully described when read with the applicable measuring system and the relevant preambles and/or specifications. However, should the full intent and meaning of any description not be clear, the bidder shall, before submission of his tender, call for a written directive from the principal agent, failing which it shall be assumed that the contractor has allowed in his pricing for materials and workmanship in terms of National Best Practice.

The price quoted against each item of this Bills of Quantities shall cover the full inclusive cost of the complete work to which it refers, as described in the Conditions of Contract and Specifications and as shown on the Drawings and shall allow for labour, material, transporting, loading, storage, supervision, commissioning, wastage, as well as the builders profit and attendance.

The Tenderer must ensure that he fully completes all columns of the Bill of Quantities including the Final Summary. The fully priced bill of quantities must be submitted with the tender or The Final Summary and the Section Summary pages MUST be returned with the tender document as indicated the PA-03 Notice and Invitation to Tender / PA-04 Notice and Invitation for quotation.

The tenderers are to ensure that they have read and understood the project specifications included in C3: Scope of Work. All the information provided in the Scope of Works form part of the work and must be included in the rates.

"The Contractor 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"

#### **C2.1.6 VALUE ADDED TAX**

The **contract sum** must include for Value Added Tax (VAT). All rates, provisional sums, etc. in the **bills of quantities / lump sum document** 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 rates must however be net (exclusive of VAT) with VAT calculated and added to the total value thereof in the Final Summary. All rates and amounts quoted in the Bill of Quantities

#### **C2.1.7 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.

#### **C2.1.8 ARITHMETICAL ERRORS**

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

#### **C2.1.9 CONTRACT DOCUMENTS**

The Tenderers are advised to examine the bills of quantities, drawings and specifications including all other contract documents and make themselves thoroughly acquainted with the nature and requirements of the work, as no claim for extra payment in this regard will be entertained. Should any parts of the drawings not be clearly intelligible to the Tender, he must, before submitting his tender, obtain clarification from the Principal Agent.

#### **C2.1.10 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 <sup>3</sup> .km	=	Cubic metre - kilometre
Km-pas	=	kilometre - pass
m <sup>2</sup> .pass	=	square metre – pass

#### **C2.1.11 TRADE NAMES**

Tenderers attention is drawn to the fact that wherever trade names or references to any catalogue have been made in these Bills of Quantities, it is purely to establish a standard for the required material. If use is made of any other equally approved material in lieu of the prescribed trade name or catalogue, the necessary price adjustments will be made.

#### **C2.1.12 CONTRACT DOCUMENTS**

The Tenderers are advised to examine the bills of quantities, drawings and specifications including all other contract documents and make themselves thoroughly acquainted with the nature and requirements of the work, as no claim for extra payment in this regard will be entertained. Should any parts of the drawings not be clearly intelligible to the Tender, he must, before submitting his tender, obtain clarification from the Principal Agent.

#### **C2.1.13 PAYMENTS**

Interim valuations and payments will be prepared on a monthly basis, all in terms of the conditions of contract.

The contractor is to note that no payment will be made for materials stored off site and in the case of materials being stored on site, payment will only be made for such materials on condition that they have not been delivered to the site prematurely, a tax invoice and proof of payment (ownership) is submitted by the Contractor.

#### **C2.1.14 ACCOMMODATION ON SITE**

It is imperative to note that no living quarters for construction workers on site will not be permitted for the full duration of the contract unless otherwise stated in the contract data or permission be granted by the Employer.

## **C2.1.15 LOCAL MATERIAL UTILISATION REPORT (LOCAL CONTENT)**

Bidders to note that materials procured for the works should be from South African manufactures and suppliers. Imported materials shall only be considered under exceptional circumstances, based on compelling technical justifications, and subject to the approval by the NDPWI.

The contractor shall achieve in the performance of this contract the prescribed local content deliverables as listed in PA36 and annexures C thereto in the respective designated sectors as published by Department Trade Industry and Competition (DTIC). The Service Provider shall submit an accumulative monthly report to the Employer's representative indicating the percentage targets achieved which must be reconciled upon completion of the project and to form part of the final account.

The contractor shall be responsible for record keeping, documenting and submission of monthly local material utilization report with supporting documentation to the Employer's representative within 7 working days of the beginning of the successive month, in terms of DTI&C designated industry/sector/sub-sector schedule as per the PA36 and Annexures C attached to the tender document. The final percentage achievement to be reconciled upon completion of the project and form part of the final account.

## **C2.1.16 CONTRACT PARTICIPATION GOALS**

The contractor shall achieve in the performance of this contract the following Contract Participation Goals (CPGs) as indicated below:

Provision for pricing of compliance with the achieving the CPGs is made in the Contract Participation Goal Section of the Bills of Quantities and it is explicitly pointed out that all requirements in respect of the aforementioned are deemed to be priced thereunder and no additional claims in this regard shall be entertained

Monthly progressive reports to be submitted to the Employer's representative indicating the percentage targets achieved which must be reconciled upon completion of the project and to form part of the final account.

### **C2.1.16.1 Minimum 30% Sub-contracting Contract Participation Goal**

#### **MINIMUM 30% MANDATORY SUBCONTRACTING TO SMMEs: IMPLEMENTATION OF PREFERENTIAL PROCUREMENT REGULATIONS 2017**

**30% Mandatory subcontracting is NOT APPLICABLE to this project.**

Provision is made within the Contract Participation Goal section in the Bill of Quantities for thirty percent (30%) subcontracting to SMMEs in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.5.1. The contractor shall price his Profit and Attendance, all inclusive of associated costs to the contractor for implementation. Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

### **C2.1.16.2 MINIMUM TARGETED LOCAL BUILDING MATERIAL MANUFACTURERS CONTRACT PARTICIPATION GOAL**

**The Minimum Targeted Local Building Material Manufacturers CPG is NOT APPLICABLE to this project.**

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Building Material Manufacturers CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.5.2. The contractor shall price his Profit and Attendance, all inclusive of associated costs to the contractor for implementation. Allowance must be



made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

**C2.1.16.3 MINIMUM TARGETED LOCAL BUILDING MATERIAL SUPPLIERS CONTRACT PARTICIPATION GOAL**

**The Minimum Targeted Local Building Material Suppliers CPG is *NOT APPLICABLE* to this project.**

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Building Material Suppliers CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.5.3. The contractor shall price his Profit and Attendance, all inclusive of associated costs to the contractor for implementation. Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

**C2.1.16.4 MINIMUM TARGETED LOCAL LABOUR SKILLS DEVELOPMENT CONTRACT PARTICIPATION GOAL**

**The Minimum Targeted Local Labour Skills Development CPG is *NOT APPLICABLE* to this project.**

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Labour Skills Development CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.5.4. The contractor shall price his Profit and Attendance, all inclusive of associated costs to the contractor for implementation. Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

**C2.1.16.5 CIDB BUILD PROGRAMME: MINIMUM TARGETED ENTERPRISE DEVELOPMENT: CONTRACT PARTICIPATION GOALS (CPG)**

**The Minimum Targeted Enterprise Development CPG is *NOT APPLICABLE* to this project.**

A provisional amount has been allowed for within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Enterprise Development CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.5.5. The provisional amount allowed is for the appointment of training coordinator, mentor, training service providers and training of the beneficiary enterprises.

The contractor shall price his Profit and Attendance, all inclusive of associated costs to the contractor for implementation. Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

The contractor shall complete a separate bill of quantities upon the award of the project and identification of the respective beneficiaries and the appointment of the training coordinator, mentor, training service providers of which the cost will be offset against the provisional amount allowed in the Bills of Quantities.

**C2.1.16.6 CIDB BUILD PROGRAMME: MINIMUM TARGETED TARGETED CONTRACT SKILLS DEVELOPMENT GOALS (CSDG)**

**The Minimum Targeted Contract Skills Development CPG is *NOT APPLICABLE* to this project.**

A provisional amount has been allowed for within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Skills Development CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.5.6. The provisional amount allowed is for:

- stipends payable to the beneficiaries
- appointment of training coordinator
- appointment of mentor (where applicable)
- appointment of training service providers
- other additional costs as per table 3 of the Standard

The contractor shall price his Profit and Attendance (all inclusive of associated costs to the contractor for implementation and reporting), based on the provisional amount in the Contract Participation Goal section in the Bill of Quantities. The contractor shall complete a separate bill of quantities upon the award of the project and identification of the respective beneficiaries. The CPG value to be achieved will be based on the actual contract amount which will be offset against the provisional amount allowed for within the Contract Participation Goal section in the Bill of Quantities.

Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

#### Payment

The contractor shall upon the appointment of beneficiaries, provide a breakdown of all the associated costs. The contractor shall provide a payment schedule as to how the CPG costs will be claimed against for inclusion in the monthly payment certificates.

(a) Payment to the contractor to accommodate Part/Full Occupational qualification and Trade qualifications:

Should the contractor select Part/Full Occupational qualification and Trade qualifications learners, then the employer shall make provision for payment to the contractor as indicated in Table 3 of the Standard.

The contract skills participation goal, expressed in Rand, shall not be less than the contract amount multiplied by a percentage (%) factor given in Table 2 in the Standard for the applicable class of construction works. Should the contractor select Part/Full Occupational qualification and Trade qualifications learners, then the employer shall make provision for payment to the contractor as indicated in Table 3 of the Standard.

No provision for an additional payment item for the payment of the supervisor and/or mentors for the provision of training as provided for in the Contract Participation Goal section in the Bill of Quantities for the training of part/full time occupational learners and/or trade qualification learners. The associated cost is deemed to be included in general supervision on site.

The contractor shall complete a separate bill of quantities upon award, indicating the type and number of beneficiaries as well as the associated Notional Cost of Training to be provided, on which payment will be based.

(b) Payment to the contractor to accommodate Work Integrated Learners and Candidates for professional registration:

Should the contractor select Work Integrated Learners and/or Candidates for professional registration, then the employer shall make provision for payment to the contractor as indicated in Table 3 of the Standard.

Provisional amounts have been included in the Contract Participation Goal section in the Bill of Quantities for the training of Work Integrated Learners and Candidates for professional registration. The contractor shall price his Profit and Attendance (all inclusive of associated costs to the contractor for implementation and reporting), based on the provisional amount in the Contract Participation Goal section in the Bill of Quantities.

The contractor shall complete a separate bill of quantities upon award, indicating the type and number of beneficiaries as well as the associated Notional Cost of Training to be provided, on which payment will be based.

The CPG value to be achieved will be based on the contract amount as defined by the Standard, which will be offset against the provisional amount allowed for within the Contract Participation Goal section in the Bill of Quantities.

The contractor shall apportion the cost of accommodating work integrated learners (P1 and P2 learners) and candidates for professional registration by using Table 3 in the Standard and this cost will be used to determine the Rand value and will be used in determining the contract participation goal in the Bills of Quantities.

**Table 3: Notional Cost of Training; Headcount**

Source: cidb Standard for Skills Development

Type of Training Opportunity	Provision for stipends (Unemployed learners only)	Provisions for mentorship	Provisions for additional costs*	Total costs	
				Unemployed learners	Employed learners
<b>Method 1</b>					
Occupational qualification	R7 000	R0	R9 000	R16 000	R9 000
<b>Method 2</b>					
TVET College graduates	R14 000	R0	R9 000	R23 000	N/A
Apprenticeship	R14 000	R0	R12 000	R26 000	R12 000
<b>Method 3</b>					
P1 and P2 learners	R24 000	R20 000	R4 500	R48 500	N/A
<b>Method 4</b>					
Candidates with a 3 year diploma	R37 000	R20 000	R4 500	R61 500	R20 000
Candidates with 4 year qualification	R47 000	R20 000	R4 500	R71 500	R20 000

Note: the required CPG will be recalculated based on the awarded tender amount and "Contract amount" once the beneficiaries have been appointed and actual costs are known. The notional cost of providing training opportunities will increase by CPI on an annual basis based on April CPI. Should the rates increase after bid award or during construction the rates will be adjusted as a re-measurable item.

**Example: Training Target Calculation for a R65,7m GB contract**

Contract amount	R65 700 000
Contract duration	12 Months
CSDG	0,50%
Minimum CSDG target	0,50% x R65 700 000 = R328 500 (Minimum requirement)

**Table 4: Notional cost recalculation upon appointment of beneficiaries**

Skills Types	Number of learners	Notional Cost / Learner / Quarter	Notional cost/learner/year	Total Notional Cost over 12 months Contract
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<b>Method 2:</b> Workplace learning opportunities, with unemployed TVET graduates	1	R23 000	R92 000	R92 000
<b>Method 3:</b> Candidacy for an unemployed learner with a 3-year qualification	1	R61 500	R246 000	R246 000
Total	2			R338 000

#### C2.1.16.7 NATIONAL YOUTH SERVICE TRAINING AND DEVELOPMENT PROGRAMME

The National Youth Service Training and Development Programme is **NOT APPLICABLE** to this project.

The programme shall be implemented in terms of the Implementation of the National Youth Service Programme under the Expanded Public Works (EPWP) and shall be priced in the CPG section of the Bills of Quantities.

Provision has been made within the Contract Participation Goal section in the Bill of Quantities for the National Youth Service Training and Development Programme CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.5.7. The contractor to price all elements of this section and allowance must be made for submitting monthly reports in the prescribed manner as per examples of reports bound in the specification document.

#### C2.1.16.8 LABOUR-INTENSIVE WORKS

Labour Intensive Works is **NOT APPLICABLE** to this project

Where labour intensive work is specified in the Bill of Quantities and indicated by "LI" the contractor must price for and include in rates. Contractors are expected to use their initiative to identify additional activities that can be done labour-intensively to comply with the set minimum labour intensity target. Allowance must be made for submitting monthly reports illustrating the value of the works executed under Labour Intensive Works.

#### C2.2 Submission of Accrual Reports

The Contractor shall submit accrual reports to the client representative at the end of March and September each year for the duration of the Service Contract period from the date of appointment up to and including project closeout. This is to ensure that PMTE complies with the accounting framework GRAP, which requires that PMTE disclose all its accruals as at the end of each reporting date. Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

National Department of Public Works and Infrastructure:  
Upington and Surrounding Area: Servicing, Maintenance  
and Repairs of High Tension Equipments Tender No: ID-3142747



public works  
& infrastructure  
Department:  
Public Works and Infrastructure  
REPUBLIC OF SOUTH AFRICA

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, LABOUR COSTS AND NONE-SCHEDULED ITEMS	
	<b>SUB TOTAL</b>	
	<b>VAT AT 15%</b>	
	<b>TOTAL PRICE (CARRIED FORWARD TO THE "FORM OF OFFER AND ACCEPTANCE")</b>	

ITEM	DESCRIPTION	YEAR ONE			YEAR TWO			TOTAL AMOUNT A+B		
		UNIT	RATE	QTY	AMOUNT A	RATE	QTY	AMOUNT B	R	C
<b>SCHEDULE NO 1</b>										
1	<b>PRELIMINARY &amp; GENERAL</b> requirements and obligations in terms of the General Conditions of Contract the Contract Data  Conditions except as elsewhere measured :									
1.1	Insurance : Maintenance Works :									
1.1.1	Time related	months		12			12			
1.2	Insurance : Public Liability :									
1.2.1	Time related	months		12			12			
1.3	Insurance : Special Risks (SASRIA) :									
1.3.1	Time related	months		12			12			
1.4	Insurance : Occupational Compensation (CDD) :									
1.4.1	Time related	months		12			12			
1.5	Construction programme complete, submit, maintain :									
1.5.1	Time related	months		12			12			
1.6	Preliminary & General: Site Establishment									
1.6.1	Allowance for Office space including erecting/rental and removal of the structure after 24 months. This allowance can only be release on submission of the proof from the municipality or landlord.	sum		1			Rate only			
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.									
1.7.1	Admin facilities: Site instruction book, communications, etc	sum		1			R 1.00			
1.7.2	Signage	no		20			Rate only			
<b>CARRIED FORWARD TO THE NEXT PAGE</b>										

ITEM	DESCRIPTION	YEAR ONE			YEAR TWO			TOTAL AMOUNT A+B		
		UNIT	RATE	QTY	AMOUNT A	RATE	QTY	AMOUNT B	R	C
<b>BROUGHT FORWARD FROM THE PREVIOUS PAGE</b>										
1.8	Occupational Health & Safety: Compliance with the requirements of the applicable Act including specified additional requirements.									
1.8.1	Safety Officer: Appoint	sum		Rate only			Rate only			
1.8.2	Prepare & submit Health & Safety plan	sum		1			Rate only			
1.8.3	First Aid Kit: Supply & maintain	sum		1			12			
1.8.4	Safety Meetings: Conduct & record proceedings	months		Rate only			Rate only			
1.8.5	Balance of safety related compliance	months		Rate only			Rate only			
1.8.6	Hazardous Material: Compliance with Occupational Health & Safety - Asbestos Regulations, 2001	sum		1			1			
1.8.7	Scaffolding: Compliance with Occupational Health and Safety - Construction Regulations, 2003	sum		10			10			
1.9	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.									
1.9.1	Access control & identity of staff	months		12			12			
1.10	Rubbish & waste management									
1.10.1	Fixed	months		12			12			
1.11	Expanded Public Works Programme (EPWP)									
<p>The provision of remuneration is based on official labour rate (R21,65/hr) as the amount agreed by the NMW from the Minister of Labour. The tender shall include full compensation for all costs associated with the employment of two(2) workers, and complying with conditions of EPWP and of the contract. The costs for the training are provided as part of this programme. Electrical students are recommended for this opportunity for training purposes and skills transfer. The allowance of R3600/month per student is calculated based on R21,65*9hrs*21days</p>										
1.11.1	Allowance of R7 200 for 2 students per month	Months		R 7.200,00			R 7.200,00			
1.11.2	Profit and Attendance to the above item	%		%			%			
1.11.3	Footwear-Safety shoe	each		2			2			
1.11.3	Reflective Jacket as per SANS 1966-Orange	each		2			2			
1.11.4	Reflective Trousers as per SANS 1866-Orange	each		2			2			
1.11.5	Supply basic electrician tool box	each		2			0			
1.11.6	Allowance for training competence certificate such as Trade test and e.Lc	sum		R 25.000,00			0			
<b>CARRIED TO THE SUMMARY PAGE</b>										

**SCHEDULE NO 2: SITE WORKS**

ITEM	DESCRIPTION	YEAR ONE			YEAR TWO			TOTAL AMOUNT A+B		
		UNIT	RATE	QTY	AMOUNT A	RATE	QTY	AMOUNT B	R	C
	<b>SCHEDULE NO 2</b>									
<b>2.1</b>	<b>SITE WORKS</b>									
	<b>VERIFY EXISTING INSTALLATIONS</b>									
	Visual inspection/basic test and report (excluding travelling costs):									
2.1.1	Police Station Facilities (SAPS)	Sum		1				Rate only		
2.1.2	Magistrates Offices Facilities (DoJ&CD)	Sum		1				Rate only		
2.1.3	Correctional Services Facilities (CCS)	Sum		1				Rate only		
2.1.4	Defence Force Facilities (SADF)	Sum		3				Rate only		
<b>2.2</b>	<b>CONTRACTORS DRAWINGS AND</b>									
	<b>EQUIPMENT SPECIFICATIONS</b>									
	Contractor's drawings, designs and product information : Prepare and submit for approval prior to commencement of manufacture and installation									
2.2.1	Related to new components	sum		1				Rate only		
2.2.2	Related to components altered or replaced	sum		1				Rate only		
<b>2.3</b>	<b>SUPPLY AUTHORITY</b>									
2.3.1	Arrange for switching of the high voltage supply with User Department and Supply Authority	item		12				12		
<b>2.4</b>	<b>PRESSURE TEST</b>									
2.4.1	Pressure test MV cable-trace fault.	item		6				6		
<b>2.5</b>	<b>CABLE PROTECTION KICKER PIPES</b>									
	2.5m long galvanised cable protection kicker pipe									
2.5.1	75mm dia	ea.		3				3		
2.5.2	50mm dia	ea.		3				3		
	<b>CARRIED FORWARD TO THE NEXT PAGE</b>									



ITEM	DESCRIPTION	YEAR ONE			YEAR TWO			TOTAL AMOUNT A+B		
		UNIT	RATE	QTY	AMOUNT A	RATE	QTY	AMOUNT B	R	C
	BROUGHT FORWARD FROM THE PREVIOUS PAGE									
<b>2.6</b>	<b>EARTHING</b>									
2.6.1	Test transformer earth and submit an earth reading.	ea.		7			7			
2.6.2	1,5m earth electrode, depth of 600mm below final ground level.	ea.		7			7			
2.6.3	70mm sq. earth wire with earth electrodes.	m		50			50			
<b>2.7</b>	<b>BARE COPPER EARTH WIRES</b>									
	Provide and install bare copper earth wires through cable sleeves..									
2.7.1	70mm <sup>2</sup>	m		10			5			
2.7.2	50 mm <sup>2</sup>	m		15			5			
2.7.3	35 mm <sup>2</sup>	m		20			20			
2.7.4	25 mm <sup>2</sup>	m		30			30			
2.7.5	16 mm <sup>2</sup>	m		20			20			
2.7.6	Airtac cable 25 mm <sup>2</sup>	m		60			60			
<b>2.8</b>	<b>CABLE TRENCHES</b>									
	Excavate and back-fill cable trenches, 300mm wide x 650mm deep.									
2.8.1	Earth (Pickable)	m		40			40			
2.8.2	Soft rock (Pneumatic)	m		30			30			
2.8.3	Hard rock (Blasting)	m		5			5			
2.8.4	Soft soil backfilling material	m		10			10			
2.8.5	Excavate and open existing MV cables.	m		10			15			
<b>2.9</b>	<b>CABLE MARKER TAPE</b>									
2.9.1	Cable marker tape above cables.	m		50			50			
<b>2.10</b>	<b>TRACE AND CONFIRM EXISTING CABLE ROUTE</b>									
2.10.1	Confirm MV or LV supply cable route and position with a thumper / cable detector.	Hr		20			20			
<b>2.11.</b>	<b>TRACE AND CONFIRM CABLE FAULT</b>									
2.11.1	Confirm the position of a cable and cable fault on an MV or LV cable.	Hr		20			20			
	CARRIED FORWARD TO THE NEXT PAGE									





ITEM	DESCRIPTION	YEAR ONE			YEAR TWO			TOTAL AMOUNT A+B		
		UNIT	RATE	QTY	AMOUNT A	RATE	QTY	AMOUNT B	R	C
	<b>BROUGHT FORWARD FROM THE PREVIOUS PAGE</b>									
3.3.7	Sight glass	item		5						
3.3.8	Gasket seal set	item		5						
<b>3.4</b>	<b>Perform the following</b>									
3.4.1	Oil test (per transformer)	No		6						
3.4.2	Purification per 4 Pass complete	No		6						
<b>3.5</b>	<b>ELECTRICAL MV</b>									
	<b>MV Panels</b>									
3.5.1	MV Panel Maintenance (Visual inspection, panel testing & servicing OCB every 3 months rate excluding transport)	per panel		12						
<b>3.6</b>	<b>Supply, install, decommission old panel, test and commission all the following including all necessary materials. (Specification to be provided when this request is due)</b>									
3.6.1	11KV Incomer / Feeder Isolator 630A (incl. overcurrent and earth fault protection)	No		1						
3.6.2	Outdoor unit including plinth, 11KV Incomer/feeder Isolator 630A (incl. overcurrent and earth fault protection)	No		1						
3.6.3	Metering installed in 11KV, 630A Panel including CTs a	No		1						
3.6.4	11KV Incomer / Feeder Isolator 630A	No		1						
3.6.5	Metering installed in 11KV, 630A Panel including CTs and VTs	No		1						
3.6.6	Outdoor unit including plinth, 11KV Ring Main Units (RMU's) 630A (2 incomer CB, 1 transformer Isolator with fuses)	No		1						
	<b>CARRIED FORWARD TO THE NEXT PAGE</b>									

ITEM	DESCRIPTION	YEAR ONE			YEAR TWO			TOTAL AMOUNT A+B		
		UNIT	RATE	QTY	AMOUNT A	RATE	QTY	AMOUNT B	R	C
	BROUGHT FORWARD FROM THE PREVIOUS PAGE									
	<b>Electrical Standoff Switches</b>									
3.7	Supply, install, test and commissioning of the following:									
3.7.1	Install standoff switch (tripping only)	No		10			10			
3.7.2	Install standoff switch (tripping and clearing)	No		3			3			
3.7.3	Supply standoff lead	No		10			10			
3.8	<b>DC Tripping Gear</b>									
3.8.1	Set and Calibrate	No		20			20			
3.8.2	Clean	No		20			20			
	<b>Minisubstation</b>									
3.9	<b>Minisubstation Maintenance (200 - 500 KVA 11000/400 V )</b>									
3.9.1	Servicing of minisubstation including checking of oil leaks, solenoid relays, interlocking, transformer trip alarm etc (per minisub every 3 months rate excluding transport)	No		32			32			
3.10	<b>Supply, install, decommission old minisubs, test and commissioning of the following including all necessary components. (Specification to be provided when this schedule is drafted)</b>									
3.10.1	250-500 KVA 11kV/400V Mini Substation	No		1			Rate only			
3.10.2	Spray painting - Mini Substation	m <sup>2</sup>		200			200			
3.11	<b>Supply, install, decommission old BTU, test and commissioning of the following including all necessary materials:</b>									
3.11.1	30Vdc BTU	No		1			1			
3.11.2	30V Battery Set	No		1			1			
	<b>Cables, Termination and Joint Kits</b>									
3.12	<b>Supply, install, remove old cables, test the following:</b>									
3.12.1	11kV 120mm <sup>2</sup> Score PILC insulated cables with copper conductor	m		15			15			
	CARRIED FORWARD TO THE NEXT PAGE									

ITEM	DESCRIPTION	YEAR ONE			YEAR TWO			TOTAL AMOUNT A+B		
		UNIT	RATE	QTY	AMOUNT A	RATE	QTY	AMOUNT B	R	C
<b>BROUGHT FORWARD FROM THE PREVIOUS PAGE</b>										
3.12.2	11kV 95mm <sup>2</sup> 3core PILC insulated cables with copper conductor	m		20			20			
3.12.3	11kV 70mm <sup>2</sup> 3core PILC insulated cables with copper conductor	m		20			20			
3.12.4	11kV 50mm <sup>2</sup> 3core PILC insulated cables with copper conductor	m		20			20			
3.12.5	11kV 35mm <sup>2</sup> 3core PILC insulated cables with copper conductor	m		20			20			
3.12.6	11kV 120mm <sup>2</sup> 3core PILC Termination Set	No		5			5			
3.12.7	11kV 85mm <sup>2</sup> 3core PILC Termination Set	No		5			5			
3.12.8	11kV 70mm <sup>2</sup> 3core PILC Termination Set	No		5			5			
3.12.9	11kV 50mm <sup>2</sup> 3core PILC Termination Set	No		5			5			
3.12.10	11kV 35mm <sup>2</sup> 3core PILC Termination Set	No		5			5			
3.12.11	90/120mm 11kV joint kit	No		6			6			
3.12.12	70mm 11kV joint kit	No		6			6			
3.12.13	50mm 11kV joint kit	No		6			6			
3.12.14	35mm 11kV joint kit	No		8			8			
<b>3.13</b>	<b>ELECTRICAL LV</b>									
	<u>Cables</u>									
	<u>Supply and install PVC/SWA/PVC 1000/600V copper cables</u>									
3.13.1	150mm <sup>2</sup> 4c	m		20			20			
3.13.2	120mm <sup>2</sup> 4c	m		20			20			
3.13.3	95mm <sup>2</sup> 4c	m		20			20			
3.13.4	70mm <sup>2</sup> 4c	m		20			20			
3.13.5	50mm <sup>2</sup> 4c	m		20			20			
3.13.6	35mm <sup>2</sup> 4c	m		20			20			
<b>3.14</b>	<u>Supply and install Termination for 1.000V PVC/SWA/PVC cable.</u>									
3.14.1	150mm <sup>2</sup> x 4-core	No		10			10			
3.14.2	120mm <sup>2</sup> x 4-core	No		10			10			
3.14.3	95mm <sup>2</sup> x 4-core	No		10			10			
3.14.4	70mm <sup>2</sup> x 4-core	No		10			10			
3.14.5	50mm <sup>2</sup> x 4-core	No		10			10			
3.14.6	35mm <sup>2</sup> x 4-core	No		10			10			
	<b>CARRIED FORWARD TO THE NEXT PAGE</b>									

ITEM	DESCRIPTION	YEAR ONE			YEAR TWO			TOTAL AMOUNT A+B			
		UNIT	RATE	QTY	AMOUNT B	RATE	QTY	AMOUNT B	R	C	
BROUGHT FORWARD FROM THE PREVIOUS PAGE											
3.15	Switchrooms										
	Supply and install the following										
3.15.1	Panel cleaning (inside and outside)	No		10					10		
3.15.2	Panel labelling	No		20					20		
3.15.3	Ammeter fuse	No		20					20		
3.15.4	Volts meter	No		10					10		
3.15.5	Selector switch	No		10					10		
3.15.6	Log book	No		10					10		
3.16	Building										
3.16.1	Clean inside/outside of substation	m <sup>2</sup>		50					50		
3.16.2	Vivo A 83 Padlock	No		10					12		
3.16.3	Concrete ramps at entrances	m <sup>2</sup>		15					15		
3.16.4	Inspect roof and gutters on substation	Sum		1					1		
3.16.5	Inspect damage to concrete floors	Sum		1					1		
3.16.6	Inspect damage to concrete trenches	Sum		1					1		
3.16.7	Trench cover plates (600mm reinforced)	m		15					10		
3.17	PAINTING AND COATINGS										
3.17.1	Substation walls: pure acrylic paint white	m <sup>2</sup>		10					10		
3.17.2	Floor screed: epoxy coating standard	m <sup>2</sup>		10					10		
3.17.3	Floor screed: epoxy coating self levelling	m <sup>2</sup>		10					10		
3.17.4	Window frames: steel: Max 1200x600mm	m <sup>2</sup>		10					10		
3.17.5	Window frames: varnished timber: Max 1200x600mm	m <sup>2</sup>		10					10		
3.17.6	Door frames: varnished timber	m <sup>2</sup>		10					10		
3.17.7	Doors: varnished timber	m <sup>2</sup>		20					20		
3.17.8	Supply and install galvanized metal roof sheet	m <sup>2</sup>		30					20		
CARRIED FORWARD TO THE NEXT PAGE											





**SCHEDULE NO 4: TRANSPORT, LABOUR COSTS AND NONE-SCHEDULED ITEMS**

ITEM	DESCRIPTION	YEAR ONE			YEAR TWO			TOTAL AMOUNT A+B		
		UNIT	RATE	QTY	AMOUNT A	RATE	QTY	AMOUNT B	R	C
<b>SCHEDULE NO.4</b>										
<b>4 TRANSPORT, LABOUR COSTS AND NONE-SCHEDULED ITEMS</b>										
<b>NOTE:</b>										
All distances for inspection, repairs, services and installations will be measured from the "Reference Location" identified										
<b>4.1 TRANSPORT COSTS</b>										
Allowance for travelling (The "Repair Work" with a (1) ton vehicle as for Technician + Assistant)										
Zone 4: Central Post Office, De Aar (Reference Location) 1 Ton vehicle										
4.1.1		km		25000						
4.1.2	Type A (2Ton) vehicle travelling rates.	km		500						
4.1.3	Type B (4 Ton) vehicle travelling rates.	km		250						
4.1.4	Use of a self-propelled cherry picker	Hr		200						
<b>4.2 LABOUR COSTS</b>										
4.2.1	Supervisor	Hr		50						
4.2.2	Electrician/Firesman	Hr		360						
4.2.3	Semi-skilled labourer	Hr		360						
4.2.4	Labourer	Hr		200						
<b>4.3 NONE-SCHEDULED ITEMS</b>										
The costs for non-schedule items is similar to provisional amounts hence the usage of the sum will be upon approval by the department for unforesee items. NO MARK-UP IS ALLOWED UNDER THIS ITEM										
4.3.1	Allowance for non-scheduled items	Sum		1	R250,000.00					
4.3.1	Profit and Attendance to the above item	%						R250,000.00		
<b>CARRIED TO THE SUMMARY PAGE</b>										

# **PART 3:-**

## **SCOPE OF WORKS**

## PG-01.1 (EC) SCOPE OF WORKS – (GCC (2010) 2<sup>nd</sup> EDITION: 2010)

Project title:	<b>UPINGTON AND SURROUNDING AREAS: MAINTENANCE, REPAIRS AND SERVICING OF HIGH TENSION EQUIPMENT: 24 MONTHS TERM CONTRACT FOR VARIOUS CLIENTS</b>		
Tender no:	ID: 3142747	Reference no:	19/2/4/2/2/2023-2024

### 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 MAINTENANCE AND REPAIRS PROGRAMME
- PS-4 OCCUPATIONAL HEALTH AND SAFETY PLAN

##### B: AMENDMENTS TO THE PARTICULAR SPECIFICATIONS

*Specify if any.....*

- 1.
- 2.

#### C3.3 PARTICULAR SPECIFICATIONS

- PS-1 GENERAL MAINTENANCE

### 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)

### C3.2 PROJECT SPECIFICATIONS:

#### Status

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

Part1 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 and, if applicable, the Particular 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.

#### 3.2.1 GENERAL

##### PS-1 PROJECT DESCRIPTION:

UPINGTON AND SURROUNDING AREAS: MAINTENANCE, REPAIRS AND SERVICING OF HIGH TENSION EQUIPMENT: 24 MONTHS TERM CONTRACT FOR VARIOUS CLIENTS.

##### PS-2 DESCRIPTION OF SITE AND ACCESS

The department of SANDF, SAPS and DCS may require the contractor to have his personnel or certain number of them to perform security screening for security reasons.

Contractor's personnel must have identity document and uniform so that they can be easily identified by Public Works Clients.

##### PS-2 DESCRIPTION OF SITE AND ACCESS

The contractor shall use competent trained staff directly employed and supervised by delegated supervisor and shall take all reasonable care to maintain the installation and keep staff members in proper working conditions.

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

Take adequate precautions to prevent any loss or damages to building such as fittings, furnisher inside or any belongings of the building within the premises.

Any claims by the client due to the negligence or misconduct by the service provider or employee by the contractor shall be and remains the liability, responsibility of the service provider (contractor).

Service provider shall comply with all by-laws and requirements of the local authority.

Maintenance, servicing and repairs must be taken place during normal working hours except arrangement has been made or breakdown/emergency occurs.

The contractor must ensure that log book is easily accessible by the department and must always be on site at all times with client maintenance unit/representative.

### **PS-3 MAINTENANCE AND REPAIRS PROGRAMME**

The contractor must provide department and client with programme (any format is accepted which details all the milestones of the contract period), at least every 6 months the programme must be revised and resubmitted to the project manager.

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

### **PS-4 OCCUPATIONAL HEALTH AND SAFETY PLAN**

The contractor must all times be in position of Occupational Health and Safety Plan and it must have approval from DPWI health and safety officer.

The contractor must provide his/her personnel and PPE clothing as per the BOQ.

### **3.2.2 AMENDMENTS TO THE STANDARD AND PARTICULAR SPECIFICATION:**

*Specify subheadings below :.....( Additional annexure is required if any addition)*

- 1.
- 2.

### **C3.3 PARTICULAR SPECIFICATIONS:**

#### **3.3.1 PART 1 – GENERAL MAINTENANCE**

##### **1 TESTS**

After completion of the works and before first delivery is taken, a full test will be carried out on the installation for a period of sufficient duration to determine the satisfactory working thereof. During this period the maintenance will be inspected and the Contractor shall make good, to the satisfaction of the Representative/Agent, any defects which may arise.

The Contractor shall provide all instruments and equipment required for testing and any water, power and fuel required for the commissioning and testing of the maintenance at completion.

##### **2 MAINTENANCE OF MAINTENANCE**

With effect from the date of the First Delivery Certificate the Contractor shall at his own expense undertake the regular servicing of the installation during the maintenance period and shall make all adjustments necessary for the correct operation thereof.

If during the said period the maintenance is not in working order for any reason for which the Contractor is responsible, or if the maintenance develops defects, he shall immediately upon being notified thereof take steps to remedy the defects and make any necessary adjustments.

Should such stoppages however be so frequent as to become troublesome, or should the maintenance otherwise prove unsatisfactory during the said period the Contractor shall, if called upon by the Representative/Agent or the Director-General, at his own expense replace the whole of the maintenance or such parts thereof as the Representative/Agent or the Director-General may deem necessary with apparatus specified by the Representative/Agent or the Director-General.

### **3 REGULATIONS**

The installation shall be erected and tested in accordance with the Acts and Regulations as indicated in the scope of works

The latest issue of SANS 10142: "Code of Practice for the Wiring of Premises",  
The Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended,  
The Local Government Act 1998 (Act 10 of 1998) as amended and the municipal by-laws and any special requirements of the local supply authority,  
The National Building Regulations and Building Standards Act 1996 (Act 29 of 1996) as amended,  
The Electricity Act 1996 (Act 88 of 1996) as amended and

### **4 NOTICES AND FEES**

The Contractor shall give all notices required by and pay all necessary fees, including any inspection fees, which may be due to the local Supply Authority.

On production of the official account, only the net amount of the fee charged by the Supply Authority for connection of the installation to the supply mains, will be refunded to the Contractor by the Department.

### **5 QUALITY OF MATERIALS**

Only materials of first class quality shall be used and all materials shall be subject to the approval of the Department. Departmental specifications for various materials to be used on this Contract are attached to and form part of this specification.

Wherever applicable the material is to comply with the relevant South African Bureau of Standards, specifications, or to British Standard Specifications, where no SABS Specifications exist.

Materials wherever possible, must be of South African manufacture.

### **6 WORKMANSHIP AND STAFF**

Except in the case of electrical maintenance supplied by a single-phase electricity supply at the point of supply, an accredited person shall exercise general control over all electrical installation work being carried out. The workmanship shall be of the highest grade and to the satisfaction of the Department.

All inferior work shall, on indication by the Department's inspecting officers, immediately be removed and rectified by and at the expense of the Contractor.

### **7 CERTIFICATE OF COMPLIANCE**

On completion of the service, a certificate of compliance must be issued to the Department's Representative/Agent in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993).

### **8 EARTHING OF INSTALLATION**

#### **Main earthing**

The type of main earthing must be as required by the supply authority if other than the Departments, and in any event as directed by the Department's representative, who may require additional earthing to meet test standards.

Where required an earth mat shall be provided, the minimum size, unless otherwise specified, being 1,0m x 1,0m and consisting of 4mm diameter hard-drawn bare copper wires at 250mm centres, brazed at all intersections.

Alternatively or additionally earth rods or trench earths may be required as specified or directed by the Department's authorised representative.

Maintenance shall be effectively earthed in accordance with the "Wiring Code" and to the requirements of the supply authority. All earth conductors shall be stranded copper with or without green PVC installation.

Connection from the main earth bar on the main board must be made to the cold water main, the incoming service earth conductor, if any and the earth mat or other local electrode by means of 12mm x 1,60 mm solid copper strapping or 16 mm<sup>2</sup> stranded (not solid) bare copper wire or such conductor as the Department's representative may direct. Main earth copper strapping where installed below 3m from ground level, must be run in 20 mm diameter conduit securely fixed to the walls.

All other hot and cold water pipes shall be connected with 12mm x 0,8mm perforated for solid copper strapping (not conductors) to the nearest switchboard. The strapping shall be fixed to the pipework with brass nuts and bolts and against walls with brass screws at 150-mm centres. In all cases where metal water pipes, down pipes, flues, etc., are positioned within 1,6m of switchboards an earth connection consisting of copper strapping shall be installed between the pipework and the board. In vertical building ducts accommodating both metal water pipes and electrical cables, all the pipes shall be earthed at each distribution board.

#### **Roofs, gutters and down pipes**

Where service connections consist of overhead conductors, all metal parts of roofs, gutters and down pipes shall be earthed. One bare 10mm<sup>2</sup> copper conductor shall be installed over the full length of the ceiling void, fixed to the top purlin and connected to the main earth conductor and each switchboard. The roof and gutters shall be connected at 15m intervals to this conductor by means of 12mm X 0,8mm copper strapping (not conductors) and galvanised bolts and nuts. Self-tapping screws are not acceptable. Where service connections consist of underground supplies, the above requirements are not applicable.

#### **Sub-distribution boards**

A separate earth connection shall be supplied between the earth busbar in each sub-distribution board and the earth busbar in the Main Switchboard. These connections shall consist of bare or insulated stranded copper conductors installed along the same routes as the supply cables or in the same conduit as the supply conductors. Alternatively, armoured cables with earth continuity conductors included in the armouring may be utilised where specified or approved.

#### **Sub-circuits**

The earth conductors of all sub-circuits shall be connected to the earth busbar in the supply board in accordance with SANS 10142.

#### **Ring Mains**

Common earth conductors may be used where various circuits are installed in the same wire way in accordance with SANS 10142. In such instances the sizes of earth conductors shall be equivalent to that of the largest current carrying conductor installed in the wire way, alternatively the size of the conductor shall be as directed by the Engineer. Earth conductors for individual circuits branching from the ring main shall be connected to the common earth conductor with T-ferrules or soldered. The common earth shall not be broken.

### **Non-metallic Conduit**

Where non-metallic conduit is specified or allowed, the installation shall comply with the Department's standard quality specification for "conduit and conduit accessories".

Standard copper earth conductors shall be installed in the conduits and fixed securely to all metal appliances and equipment, including metal switch boxes, socket-outlet boxes, draw-boxes, switchboards, luminaires, etc. The securing of earth conductors by means of self-threading screws will not be permitted.

### **Flexible Conduit**

An earth conductor shall be installed in all non-metal flexible conduit. This earth conductor shall not be installed externally to the flexible conduit but within the conduit with the other conductors. The earth conductor shall be connected to the earth terminals at both ends of the circuit.

### **Connection**

Under no circumstances shall any connection points, bolts, screws, etc., used for earthing be utilised for any other purpose. It will be the responsibility of the Contractor to supply and fit earth terminals or clamps on equipment and materials that must be earthed where these are not provided.

Unless earth conductors are connected to proper terminals, the end shall be tinned and lugged.

## **C3.4 STANDARD MINIMUM REQUIREMENTS**

In terms of section 5(2) of the Construction Industry Development Board Act, 2000 (Act no. 38 of 2000) (the Act), the Construction Industry Development Board is empowered to establish and promote best practice standards, Standard Requirements and Guidelines which includes the following but not limited to:

- C3.4.1 cidb Best Practice: Green Building Certification, No. 34158 Government Gazette, 1 April 2011
- C3.4.2 cidb Standard for Developing Skills through Infrastructure Contracts, No. 36760 Government Gazette, 23 August 2013
- C3.4.3 cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013
- C3.4.4 Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017, No. 40553 Government Gazette, 20 January 2017
- C3.4.5 cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts, No. 41237 Government Gazette, 10 November 2017
- C3.4.6 cidb Standard for Minimum Requirements for Engaging Contractors and Sub-Contractors on Construction Works Contracts, No. 41237 Government Gazette, 10 November 2017
- C3.4.7 cidb Standard for Minimum Requirements for Engaging Contractors and Sub- Contractors on Construction Works Contracts, No. 42021 Government Gazette, 9 November 2018
- C3.4.8 cidb Standard for Developing Skills through Infrastructure Contracts, No. 43495 Government Gazette, 3 July 2020
- C3.4.9 SANS 10142 wiring of premises
- C3.4.10 SANS10313 lightning protection system



### **C3.5 CONTRACT PARTICIPATION GOALS AND CIDB BUILD PROGRAMME**

The contractor shall achieve in the performance of the contract the following Contract Participation Goals (CPGs) as indicated below. Provision for pricing of compliance with the achieving the CPGs is made in the Contract Participation Goal Section of the Bills of Quantities and it is explicitly pointed out that all requirements in respect of the aforementioned are deemed to be priced thereunder and no additional claims in this regard shall be entertained.

#### **C3.5.1 Minimum Thirty Percent (30%) Mandatory Sub-contracting Contract Participation Goal**

##### **MINIMUM THIRTY PERCENT (30%) MANDATORY SUBCONTRACTING TO SMMEs: IMPLEMENTATION OF PREFERENTIAL PROCUREMENT REGULATIONS 2017**

**30% Mandatory subcontracting is *NOT APPLICABLE* to this project.**

**GENERAL INFORMATION**

**DOCUMENTATION**

The Department of Public Works & Infrastructure proposes to service, repair and maintain of High tension equipment for period of 24 months at Upington and surrounding areas.

- 1.1. **Maintenance** – maintenance must be carried out by qualified service providers in terms of the Operational Health and Safety legislation.
- 1.2. **Repair**- actions required to reinstate of installation to its original state when such fails due to ordinary use. This does not include upgrading or replacement of installation. 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 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
- 1.6. **Service** – the contractor is responsible to comply with service schedule of High Tension equipment

<b>PRIORITY</b>	<b>RESPONSE TIME</b>	<b>RESOLUTION TIME</b>
Emergency	2 hours	8 hours
Urgent	8 hours	24 hours
Normal	24 ours	7 days

- 1.7. **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

1.8. **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, 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.



## DECLARATION – EPWP PROGRAMME

I \_\_\_\_\_ from the Company

Hereby Undertake To Comply To :

**1. RECRUITMENT AND PLACEMENT OF EPWP PARTICIPANTS (Workers)**

1.1 Comply To EPWP BOQ, Specifications and Code Of Good Practice.

**2. RECRUITMENT AND PLACEMENT OF LOCAL LABOURERS**

3. Recruitment And Placement Of \_\_\_\_\_ Workers, Cleaners and/or Gardeners.

3.1 Comply With Applicable Wage Order/ Determination or Agreement, In Terms of Labour Relations Act or Wage Act

**4. COMPLY TO EPWP MONTHLY REPORTING REQUIREMENTS**

**Monthly, Prepare And Submit Below EPWP documents Attached To Monthly Payments Certificate to the Project Managers:**

- 4.1 All Employees and EPWP Participants Contracts
- 4.2 All Employees And EPWP Participants Certified SA ID Copies
- 4.3 All Employees And EPWP Participants Attendance Registers
- 4.4 All Employees and EPWP Participants Proof Of Payment
- 4.5 EPWP Reports Populated On Standard Templates

**5. PENALTY FOR NON COMPLIANCE**

Acknowledge Non Compliance Penalty Of R 3000- 00 (Three Thousands Rand) Per Month Per Participants

Signed by \_\_\_\_\_ : \_\_\_\_\_  
Director of the Company

Company name \_\_\_\_\_ : \_\_\_\_\_

Date \_\_\_\_\_ : \_\_\_\_\_



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EXPANDED PUBLIC WORKS PROGRAMME  
CONTRIBUTING TO A NATION AT WORK

## **EPWP IMPLEMENTATION FRAMEWORK ON NDPWI PROJECTS**

### **UPINGTON AND SURROUNDING AREAS: MAINTENANCE, REPAIRS AND SERVICING OF HIGH TENSION EQUIPMENT: 24 MONTHS TERM CONTRACT FOR VARIOUS CLIENTS.**

In order to make tender / contract documents fully EPWP compliant (labour-intensive construction projects) the following clauses and / or additions need to be included in the documentation:

#### **1. Tender Document Cover**

*The following EPWP Logo to be included on the bottom of the front cover*



EXPANDED PUBLIC WORKS PROGRAMME  
CONTRIBUTING TO A NATION AT WORK

#### **2. Tender Notice and Invitation to Tender**

*The following must be included in the notice and invitation to tender (for Contract Documentation for the Works):*

"Only tenderers who employ staff which satisfy EPWP requirements are eligible to submit tenders."

#### **3. Contract Data**

*The following must be included in the contract data in the contract with the Employer:*

#### **Linkage of payment for labour-intensive component of works to submission of project data**

The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframe stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted.

#### **Applicable labour laws**

The current Ministerial Determination (also downloadable at [www.epwp.gov.za](http://www.epwp.gov.za)), Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.



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#### 4. Bill of Quantities

- Due to the nature of the works involved, this type of project is feasible as a labour Intensive project i.e. the maintenance activities will require skilled/unskilled labour.
- Noted that only few items were identified to be implemented on the BOQ.

#### 6. Employment Targets

The contractor needs to provide a realistic estimate on the number of jobs that the project has the potential to create throughout the project duration as the project will be implemented using Labour Intensive Construction methods on elements where it is economical and feasible for this construction method.

**Estimated no of jobs to be created:**

**NYS Beneficiaries** = N/A

**Local Labour** = 2

#### 7. Employment requirements

Tenderers are advised that this contract will be subject to the Expanded Public Works Program (EPWP) aimed at alleviating and reducing unemployment.

Tenderers must allow for any costs for the following employment requirements of the EPWP

60% women

55% youth aged between 18 and 35 years

2% people with disability

100% unskilled labour utilized must reside within the boundaries of the Municipality ward where this contract is executed, with preference to the local community closest or at the walking distance to the contract site. Wherever possible local skilled tradesmen are to be employed on this contract with the view to maximize utilization of local resources.

#### 8. EPWP Branding

##### 8.1. Signboard

EPWP Programme at the project level shall always be promoted through the projects signage board that embrace EPWP logo at the bottom, correct measurement for this signage board will be provided by the project leader during the site handing over meeting.

The Contractor is responsible for ensuring that the project board remains neatly and safely erected for the full duration including the maintenance period, after which the project board and posts are to be dismantled and handed to the client in good order



## 8.2. Personal Protective Equipment (PPE)

All local labourers including contractor & sub-contractors' shall be provided with EPWP branded Personal Protective Equipment (PPE), as per the branding specifications.

Overalls to be orange in colour as per EPWP Corporate image and requirements (Annexure E). Branding to be done in full colour. Specification with the exception of Correctional Services contracts where the participants top and bottom would be green.

## 9. Reporting

The Contractor's payment invoice shall be accompanied by labour information for the corresponding period in an EPWP reporting format (Annexure B). The completed EPWP reporting template should be accompanied by the following supporting documents:

- Contract of employment ( Individual and/or Entity) - once-off
- Certified South African ID copy ( certification date not older than 3 months)-once-off
- Attendance register of participants- periodically
- Proof of payment of participants- periodically
- Schedule of payment for SMMEs- periodically (N/A)

The Consultant shall, before certifying a contractor's payment certificate, ensure that contractor has submitted labour information in a format and timeframe specified by the employer.

If the information submitted by the contractor is inadequate the consultant shall not submit the payment certificate to the employer for payment. If the contractor chooses to delay submitting payment invoices, labour information shall still be submitted as per frequency and timeframe stipulated by the Employer. The contractors invoice shall not be paid until all pending labour information has been submitted.

### 10.02 PROVISION OF EPWP DESIGNED OVERALLS, HARD HATS TO YOUTH WORKERS (NYS) AS WELL AS ONE PAIR OF SAFETY BOOTS.

10.02.01 PPE for local labour: Supply 1 x full overall and 1 pair of safety boots to each local labour

R.....Unit: PC .Sum

Amount carried forward to summary: R.....



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## OCCUPATIONAL HEALTH AND SAFETY

# HEALTH & SAFETY SPECIFICATIONS

FOR

PROJECTS AND MAINTENANCE  
(BUILDING/ELECTRICAL/MECHANICAL)

MANAGED ON BEHALF OF

THE DEPARTMENT OF  
PUBLIC WORKS

(THE “CLIENT”)

**PROJECT: UPINGTON AND SURROUNDING AREAS: MAINTENANCE, REPAIRS  
AND SERVICING OF HIGH TENSION EQUIPMENT: 24 MONTHS TERM CONTRACT  
FOR VARIOUS CLIENTS**



**SUPERVISION BY THE DEPARTMENT OF PUBLIC WORKS:**

- Mr /Ms/Me** - **PROJECT MANAGER  
(Simiso Mbusi)  
(053 838 5228)**
  
- Mr /Ms/Me** - **HEALTH & SAFETY OFFICER  
(Ms W Khumalo)  
(053 838 5359)**
  
- Mr /Ms/Me** - **HEAD: FACILITY MANAGEMENT  
(Ms. A Xentsa)  
(053 838 5345)**
  
- Mr /Ms/Me** - **HEAD: REGIONAL MANAGER  
(Ms R Baulackey)  
(053 838 5202)**

**SUPERVISION BY THE PRINCIPAL CONTRACTOR:**

- PRINCIPAL CONTRACTOR:** .....
- .....
- .....
- .....
- .....
- .....
- COIDA No.:** - .....
- UIF No.:** - .....
- Mr /Ms/Me** - .....
- .....
- Mr /Ms/Me** - .....
- .....

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## ATTACHMENTS:

### IMPORTANT CONTACT DETAILS (HEALTH & SAFETY ONLY)

#### 1. PREAMBLE

In terms of Construction Regulation 4(1)(a) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), the Department of Public Works, as the Client and/or its Agent on its behalf, shall be responsible to prepare Health & Safety Specifications for any intended construction project and provide any Principal Contractor who is making a bid or appointed to perform construction work for the Client and/or its Agent on its behalf with the same.

The Client's further duties are as described in The Act and the Regulations made there-under. The Principal Contractor shall be responsible for the Health & Safety Policy for the site in terms of Section 7 of the Act and in line with Construction Regulation 5 as well as the Health and Safety Plan for the project.

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

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

The Department of Public Works is tasked to provide accommodation and operational facilities to a very large proportion of the approximate 40 National Departments responsible for the governance of the Department of Public Works. A very large number of State employees and public users of the facilities and the services provided there-in directly interacts with the facilities provided by the well-being, health and safety of a great number of people. This Department thus has directly or indirectly, an impact on the Republic of South Africa as well as the National Parliament.

In this a high premium is to be placed on the health and safety of the most valuable assets of the Department of Public Works. These are its personnel, the personnel of its Clients and the physical assets of which it is the custodian and may also include the public as well. The responsibilities the Department and relevant stakeholders have toward its employees and other people present in the facilities or on the sites are captured further in this specification document. These responsibilities stem from both moral, civil and a variety of legal obligations. The Principal Contractor is to take due cognisance of the above statement.

Every effort has been made to ensure that this specification document is accurate and adequate in all respects. Should it however, contain any errors or omissions they may not be considered as grounds for claims under the contract for additional reimbursement or extension of time, or relieve the Principal Contractor from his responsibilities and accountability in respect of the project to which this specification document pertains. Any such inaccuracies, inconsistencies and/or inadequacies must immediately be brought to the attention of the Agent and/or Client.

## **2. SCOPE OF HEALTH AND SAFETY SPECIFICATION DOCUMENT**

**The Health and Safety Specifications pertaining to the project; “(Kimberley Area : Service and Repairs of Cold and Freezer Room (12 Month))\_cover the subjects contained in the index and is intended to outline the normal as well as any special requirements of the Department pertaining to the health and safety matters (including the environment) applicable to the project in question. These Specifications should be read in conjunction with the Act, the Construction Regulations and all other Regulations and Safety Standards which were or will be promulgated under the Act or incorporated into the Act and be in force or come into force during the effective duration of the project. The stipulations in this specification, as well as those contained in all other documentation pertaining to the project, including contract documentation and technical specifications shall not be interpreted, in any way whatsoever, to countermand or nullify any stipulation of the Act, Regulations and Safety Standards which are promulgated under, or incorporated into the Act.**

## **3. PURPOSE**

The Department is obligated to implement measures to ensure the health and safety of all people and properties affected under its custodianship or contractual commitments, and is further obligated to monitor that these measures are structured and applied according to the requirements of these Health and Safety Specifications. *(All references to the singular shall also be regarded as references to the plural)*

The purpose of this specification document is to provide the relevant Principal Contractor (and his /her contractor) with any information other than the standard conditions pertaining to construction sites which might affect the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; and to protect persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work during the carrying out of construction work for the Department of Public Works. The Principal Contractor (and his /her contractor) is to be briefed on the significant health and safety aspects of the project and to be provided with information and requirements on inter alia:

- a) safety considerations affecting the site of the project and its environment;
- b) health and safety aspects of the associated structures and equipment;
- c) submissions on health and safety matters required from the Principal Contractor (and his /her contractor); and
- d) the Principal Contractor's (and his /her contractor) health & safety plan.

To serve to ensure that the Principal Contractor (and his /her contractor) is fully aware of what is expected from him/her with regard to the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Regulations made there-under including the applicable safety standards, and in particular in terms of Section 8 of the Act.

To inform the Principal Contractor that the Occupational Health and Safety Act, 1993 (Act 85 of 1993) in its entirety shall apply to the contract to which this specification document applies. The Construction Regulations promulgated on 18 July 2003 and incorporated into the above Act by Government Notice R 1010, published in Government Gazette 25207 shall apply to any person involved in construction work pertaining to this project, as will the Act.

**4. DEFINITIONS - The most important definitions in the Act and Regulations pertaining to this specification document are hereby extracted.**

“Purpose of the Act” –

To provide for the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; the protection of persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work; to establish an advisory council for occupational health and safety; and to provide for matters connected therewith.

“Agent” –

means any person who acts as a representative for a client;

“Client” –

means any person for whom construction work is performed;

“Construction Work” is defined as any work in connection with –

- (a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;

- (b) the installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling;
- (c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
- (d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;

**“Contractor” –**

means an employer, as defined in Section 1 of the Act, who performs construction work and includes Principal Contractors;

**“Health and Safety File” –**

means a file, or other record in permanent form, containing the information required a contemplated in the regulations;

**“Health and Safety Plan” –**

means a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified;

**“Health and Safety Specification” –**

means a documented specification of all health and safety requirements pertaining to the associated works on a construction site, so as to ensure the health and safety of persons;

**“Method Statement” –**

means a document detailing the key activities to be performed in order to reduce as reasonably as practicable the hazards identified in any risk assessment;

**“Principal Contractor” –**

means an employer, as defined in section 1 of the Act who performs construction work and is appointed by the client to be in overall control and management of a part of or the whole of a construction site;

**“Risk Assessment” –**

means a program to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard.

## **5. OCCUPATIONAL HEALTH & SAFETY MANAGEMENT**

### **5.1 Structure and Organisation of OH&S Responsibilities**

#### **5.1.1. Overall Supervision and Responsibility for OH&S**

- \* The Client and/or its Agent on its behalf to ensure that the Principal Contractor, appointed in terms of Construction Regulation 4(1)(c), implements and maintains the agreed and approved H&S Plan. Failure on the part of the Client or Agent to comply with this requirement will not relieve the Principal Contractor from any one or more of his/her duties under the Act and Regulations.
  
- \* The Chief Executive Officer of the Principal Contractor in terms of Section 16 (1) of the Act to ensure that the Employer (as defined in the Act) complies with the Act. The pro forma Legal Compliance Audit may be used for this purpose by the Principal Contractor or his/her appointed contractor.
  
- \* All OH&S Act (85 /1993), Section 16 (2) appointee/s as detailed in his/her/their respective appointment forms to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal Contractor to become part of site records (Health & Safety File).
  
- \* The Construction Supervisor and Assistant Construction Supervisor/s appointed in terms of Construction Regulation 6 to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal Contractor to become part of site records (Health & Safety File).
  
- \* All Health and Safety Representatives (SHE-Reps) shall act and report as per Section 18 of the Act.

#### **5.1.2. Further (Specific) Supervision Responsibilities for OH&S**

Several appointments or designations of responsible and /or competent people in specific areas of construction work are required to ensure compliance to the Act, Regulations and Safety Standards.

## 5.2 *Communication & Liaison*

- 5.2.1 OH&S Liaison between the Employer, the Principal Contractor, the other Contractors, the Designer and other concerned parties shall be through the H&S Committee as per the procedures determined by the H&S Committee.
- 5.2.2 In addition to the above, communication may be directly to the Client or his appointed Agent, verbally or in writing, as and when the need arises.
- 5.2.3 Consultation with the workforce on OH&S matters will be through their Supervisors and H&S Representatives ('SHE – Reps')
- 5.2.4 The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g. design changes agreed with the Client and/or its Agent on its behalf and the Designer, instructions by the Client and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/situations etc.

## 6. **INTERPRETATION**

(i) The Occupational Health and Safety Act and all its Regulations, with the exception of the Construction Regulations, distinguish between the roles, responsibilities and functions of employers and employees respectively. It views consultants and contractors as employees of the "owner" of a construction or operational project, the "owner" being regarded as the employer. Only if formally agreed to by way of the written agreement in this regard between the "owner(s)" and consultant and /or between the "owner(s)" and the contractor(s), will these assumptions be relinquished in favour of the position agreed upon between the relevant parties.

(ii) The position taken by the Construction Regulations is that the "owner", in terms of its instructions, operates (has to operate) in the role of client as per relevant definition. The contractors working for the "client" are seen to be in two categories, i.e. the Principal Contractor and Contractors. The Principal Contractor has to take full responsibility for the health and safety on the site of the relevant project / contract. This includes monitoring health and safety conditions and overseeing administrative measures required by the Construction Regulations from all contractors on the project site. (Ordinary / sub) Contractors are required to operate under the scrutiny and control (in terms of all health and safety measures which are covered in the Construction Regulations) of the Principal Contractor. Where, for the work the Principal Contractor will have to execute himself, practical health and safety measures are applicable, he will also be subject to the relevant requirements with which (ordinary / sub) Contractors have to comply. The Principal Contractor will, however, not have to actually fulfill such requirements in respect of any of the work / functions of any (ordinary / sub) Contractors on the site for which he has been appointed as Principal Contractor. However, he has to monitor / oversee such processes, ensuring that the requirements are complied with and that the required appointments / evaluations / inspections / assessments and tests are done and that the records are duly generated and kept as prescribed in the Construction Regulations. This has to feature clearly in the Principal Contractor's Health and Safety Plan.



## **7. RESPONSIBILITIES**

### **7.1 Client**

7.1.1 The Client or his appointed Agent on his behalf will appoint each Principal Contractor for this project or phase/section of the project in writing for assuming the role of Principal Contractor as intended by the Construction Regulations and determined by the Bills of Quantities.

7.1.2 The Client or his appointed Agent on his behalf shall discuss and negotiate with the Principal Contractor the contents of the health and safety plan of the both Principal Contractor and Contractor for approval.

7.1.3 The Client or his appointed Agent on his behalf, will take reasonable steps to ensure that the health and safety plan of both the Principal Contractor and Contractor is implemented and maintained. The steps taken will include periodic audits at intervals of at least once every month.

7.1.4 The Client or his appointed Agent on his behalf, will prevent the Principal Contractor and/or the Contractor from commencing or continuing with construction work should the Principal Contractor and/or the Contractor at any stage in the execution of the works be found to:

- have failed to have complied with any of the administrative measures required by the Construction Regulations in preparation for the construction project or any physical preparations necessary in terms of the Act;
- have failed to implement or maintain their health and safety plan;
- have executed construction work which is not in accordance with their health and safety plan; or
- act in any way which may pose a threat to the health and safety of any person(s) present on the site of the works or in its vicinity, irrespective of him/them being employed or legitimately on the site of the works or in its vicinity.

### **7.2 Principal Contractor**

7.2.1 The Principal Contractor shall accept the appointment under the terms and Conditions of Contract. The Principal Contractor shall sign and agree to those terms and conditions and shall, before commencing work, notify the Department of Labour of the intended construction work in terms of Regulation 3 of the Construction Regulations. Annexure B of this Specification contains a "Notification of Construction Work" form. The Principal Contractor shall submit the notification in writing prior to commencement of work and inform the Client or his Agent accordingly.

7.2.2 The Principal Contractor shall ensure that he is fully conversant with the requirements of this Specification and all relevant health and safety legislation. This Specification is not intended to supersede the Act nor the Construction Regulations or any part of either. Those sections of the Act and the Construction Regulations which apply to the scope of work to be performed by the

Principal Contractor in terms of this contract (entirely or in part) will continue to be legally required of the Principal Contractor to comply with. The Principal Contractor will in no manner or means be absolved from the responsibility to comply with all applicable sections of the Act, the Construction Regulations or any Regulations proclaimed under the Act or which may perceivable be applicable to this contract.

7.2.3 The Principal Contractor shall provide and demonstrate to the Client a suitable and sufficiently documented health and safety plan based on this Specification, the Act and the Construction Regulations, which shall be applied from the date of commencement of and for the duration of execution of the works. This plan shall, as appendices, include the health and safety plans of all Sub-contractors for which he has to take responsibility in terms of this contract.

7.2.4 The Principal Contractor shall provide proof of his registration and good standing with the Compensation Fund or with a licensed compensation insurer prior to commencement with the works.

7.2.5 The Potential Principal Contractor shall, in submitting his tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety requirements, the Act and Construction Regulations. (Note: This shall have to be contained in the conditions of tender upon which a tenderer's offer is based.)

7.2.6 The Principal Contractor shall consistently demonstrate his competence and the adequacy of his resources to perform the duties imposed on the Principal Contractor in terms of this Specification, the Act and the Construction Regulations.

7.2.7 The Principal Contractor shall ensure that a copy of his health and safety plan is available on site and is presented upon request to the Client, an Inspector, Employee or Sub-contractor.

7.2.8 The Principal Contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of this Specification, the Act and the Construction Regulations, is opened and kept on site and made available to the Client or Inspector upon request. Upon completion of the works, the Principal Contractor shall hand over a consolidated health and safety file to the Client.

7.2.9 The Principal Contractor shall, throughout execution of the contract, ensure that all conditions imposed on his Sub-contractors in terms of the Act and the Construction Regulations are complied with as if they were the Principal Contractor.

7.2.10 The Principal Contractor shall from time to time evaluate the relevance of the Health and Safety Plan and revise the same as required, following which revised plan shall be submitted to the Client and/or his/her Agent for approval.

7.3 **Contractor** (Responsibilities of ..... in terms of this contract and health and safety specification)

As per 7.2 above, as and where applicable or as indicated in the letter of appointment.

## **8. SCOPE OF WORK (also refer to paragraph 2 on page 5)**

These specifications are applicable to the specific scope of work pertaining to the above-mentioned project as detailed in the tender documents, this amongst all includes:

### **8.1 maintenance and repairs of low voltage: 24 months term contract for various clients (See attached scope of Work).**

(Elaborate sufficiently and provide adequate information to give full understanding of all work to be done)

**[Notes to the Client, Designer, Project Manager, Architect, Agent :**

**add references to the above project and include specific elements identified as the 'Critical Few'. The 'Critical Few' refer to those few or singular elements of the project that have the potential to impact in a major or devastating way on the project as a whole in the event of an accident or incident occurring. (20:80 principle)**

**Because of the inherent generic nature of the Health and Safety Specifications document, specific relevant information on the project must be provided and it may be necessary to draft the required information under this paragraph on a separate attached document.**

**If at any time after commencement of the project changes are brought about to the design or construction, sufficient health and safety information and appropriate resources are to be made available to the Principal Contractor to execute the work safely.]**

**N.B Construction Regulation 5(3)(g) determines that potential contractors submitting tenders have made provision for the cost of health and safety measures during the construction process. The Principal Contractor shall on tendering make provision for the cost of health and safety measures in terms of his/her documented Health and Safety Plan and measures based on these Health and Safety Specifications during the period of the project. The cost shall be duly quantified and clearly identified for such identifiable purpose.**

**THE HEALTH AND SAFETY PLAN IS THEREFORE TO BE INCLUDED WITH THE TENDER DOCUMENTS WHEN TENDERS ARE INVITED FOR THE PROJECT.**

## **9. HEALTH AND SAFETY FILE**

The Principal Contractor must, in terms of Construction Regulation 5(7), keep a Health & Safety File on site at all times that must include all documentation required in terms of the Act and Regulations and must also include a list of all Contractors on site that are accountable to the Principal Contractor and the agreements between the parties and details of work being done. A more detailed list of documents and other legal requirements that must be kept in the Health and Safety File is attached as an addendum to this document.

**IMPORTANT:**

The Health and Safety File will remain the property of the Client and/or its Agent on its behalf throughout the period of the project and shall be consolidated and handed over to the Client and/or its Agent on its behalf at the time of completion of the project.

**10. OH&S GOALS AND OBJECTIVES AND ARRANGEMENTS FOR MONITORING AND REVIEWING OH&S PERFORMANCE**

The Principal Contractor is required to maintain an acceptable disabling incident frequency rate (DIFR) and report on this to the Client and/or its Agent on its behalf on a monthly basis.

**11. IDENTIFICATION OF HAZARDS AND DEVELOPMENT OF RISK ASSESSMENTS, STANDARD WORKING PROCEDURES (SWP) AND METHOD STATEMENTS**

The Principal Contractor is required to develop Risk Assessments, Standard Working Procedures (SWP) and Method Statements for each activity executed in the contract or project (see 4. below "Project/Site Specific Requirements")

The identification of hazards is over and above the hazards identification programme and those hazards identified during the drafting of the Health and Safety Plan.

**12. ARRANGEMENTS FOR MONITORING AND REVIEW**

**12.1 Monthly Audit by Client and/or its Agent on its behalf**

The Client and/or its Agent on its behalf will be conducting Periodic Audits at times agreed with the Principal Contractor Audit to comply with Construction Regulation 4(1)(d) to ensure that the principal Contractor has implemented, is adhering to and is maintaining the agreed and approved OH&S Plan.

**12.2 Other audits and inspections by client and/or its agent on its behalf.**

The Client and/or its Agent on its behalf reserves the right to conduct any other ad hoc audits and inspections as it and/or its Agent on its behalf deem necessary.

A representative of the Principal Contractor and the relevant Health and Safety Representative(s) (SHE-Reps) must accompany the Client and/or its Agent on its behalf on all Audits and Inspections and may conduct their own audit/inspection at the same time. Each party will, however, take responsibility for the results of his/her own audit/inspection results. The Client and/or its Agent on its behalf may require to be handed a copy of the minutes of the previous Health and Safety Committee meeting reflecting possible recommendations made by that committee to the Employer for reference purposes.

## 12.3 Reports

12.3.1 The Principal Contractor shall report all incidents where an employee is injured on duty to the extent that he/she:

- \* dies
- \* becomes unconscious
- \* loses a limb or part of a limb
- \* is injured or becomes ill to such a degree that he/she is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed

OR where:

- \* a major incident occurred
- \* the health or safety of any person was endangered
- \* where a dangerous substance was spilled
- \* the uncontrolled release of any substance under pressure took place
- \* machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
- \* machinery ran out of control,

to the Provincial Director of the Department of Labour within seven days and at the same time to the Client and/or its Agent on its behalf.

Refer in this regard to Section 24 of the Act & General Administrative Regulation 8.

12.3.2 The Principal Contractor is required to provide the Client and/or its Agent on its behalf with copies of all statutory reports required in terms of the Act and the Regulations.

12.3.3 The Principal Contractor is required to provide the Client and/or its Agent on its behalf with a monthly "SHE Risk Management Report".

12.3.4 The Principal Contractor is required to provide a.s.a.p. the Client and/or its Agent on its behalf with copies of all internal and external accident/incident investigation reports including the reports contemplated in 12.7, 12.8.2, 15, 16, 17, 21 and 22 below. As soon as the occurrence of any accident/incident of whatever nature comes to the notice of the Principal Contractor, it shall be reported immediately to any of the following:

- \* S. Mbusi (Project Manager) 053 838 5228
- \* W. Khumalo (Health and Safety Officer) 053 838 5359

## **12.4 Review**

The Principal Contractor is to review the Hazard Identification, Risk Assessments and Standard Work Processes at each Production Planning and Progress Report meeting as the construction work develops and progresses and each time changes are made to the designs, plans and construction methods and processes.

The Principal Contractor must provide the Client and/or its Agent on its behalf, other Contractors and all other concerned parties with copies of any changes, alterations or amendments as contemplated in the above paragraph.

## **12.5 Site Rules and other Restrictions**

### **12.5.1 Site OH&S Rules**

The Principal Contractor must develop a set of site-specific OH&S rules that will be applied to regulate the Health and Safety Plan and associated aspects of the construction.

When required for a site by law, visitors and non-employees upon entering the site shall be issued with the proper Personal Protective Equipment (PPE) as and when necessary.

### **12.5.2 Security Arrangements**

The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must include the rule that non-employees shall at all times be provided with fulltime supervision while on site.

The Principal Contractor must develop a set of Security rules and procedures and maintain these throughout the construction period.

If not already tasked to the H&S Officer appointed in terms of Construction Regulation 6(6), the Principal Contractor must appoint a competent Emergency Controller who must develop contingency plans for any emergency that may arise on site as indicated by the risk assessments. These must include a monthly practice/testing programme for the plans e.g. January: trench collapse, February: flooding etc. and practiced/tested with all persons on site at the time, participating.

## **12.6 Training**

The contents and syllabi of all training required by the Act and Regulations including any other related or relevant training as required must be included in the Principal Contractor's Health and Safety Plan and Health and Safety File.

### **12.6.1 General Induction Training**

All employees of the Principal and other Contractors must be in possession of proof of General Induction training

### **12.6.2 Site Specific Induction Training**

All employees of the Principal and other Contractors must be in possession of Site Specific Occupational Health and Safety Induction or other qualifying training .

### **12.6.3 Other Training**

All operators, drivers and users of construction vehicles, mobile plant and other equipment must be in possession of valid proof of training.

All employees in jobs requiring training in terms of the Act and Regulations must be in possession of valid proof of training as follows:

Occupational Health and Safety Training Requirements: (as required by the Construction Regulations and as indicated by the Health and Safety Specification Document & the Risk Assessment/s and recommendations by the Health and Safety Committee):

- \* General Induction (Section 8 of the Act)
- \* Site/Job Specific Induction (also visitors) (Sections 8 & 9 of the Act)
- \* Site/Project Manager
- \* Construction Supervisor
- \* OH&S Representatives (Section 18 (3) of the Act)
- \* Training of the Appointees indicated in 12.6.1 & 12.6.2 above
- \* Operation of Cranes (Driven Machinery Regulations 18 (11))
- \* Operators & Drivers of Construction Vehicles & Mobile Plant (Construction Regulation 21)
- \* Basic Fire Prevention & Protection (Environmental Regulations 9 and Construction Regulation 27)
- \* As a minimum basic First Aid to be upgraded when necessary (General Safety Regulations 3)
- \* Storekeeping Methods & Safe Stacking (Construction Regulation 26)
- \* Emergency, Security and Fire Co-ordinator

### **12.7 Accident and Incident Investigation**

The Principal Contractor is responsible to oversee the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to receive first aid or be referred for medical treatment by a doctor, hospital or clinic. (General Administrative Regulation 9)

The results of the investigation to be entered into the Accident/Incident Register listed above. (General Administrative Regulation 9)

The Principal Contractor is responsible for the investigation of all non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar incidents in future.

The Principal Contractor is responsible for the investigation of all road traffic accidents relating to the construction site and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

Notwithstanding the requirements of Section 24 of the Act, ALL incidents shall be investigated and reported on in writing, irrespective of whether such incident gave rise to injury or damage.

## **12.8 H&S Representatives (SHE-Reps – ‘safety, health & environment’) and H&S Committees**

### **12.8.1 Designation of H&S Representatives(‘SHE – Reps’)**

Where the Principal Contractor employs more than 20 persons (including the employees of other Contractors (sub-contractors) he has to appoint one H&S Representative for every 50 employees or part thereof. (Section 17 of the Act and General Administrative Regulation 6. & 7.)

H&S Representatives have to be designated in writing and the designation shall be in accordance with the Collective Agreement as concluded between the parties as is required in terms of General Administration Regulation 6.

### **12.8.2 Duties and Functions of the H&S Representatives**

The Principal Contractor must ensure that the designated H&S Representatives conduct at least a weekly inspection of their respective areas of responsibility using a checklist and report thereon to the Principal Contractor, after which these reports shall be consolidated for submission to the Health and Safety Committee.

H&S Representatives must be included in and be part of accident/incident investigations.

H&S Representatives shall be members of at least one H&S Committee and must attend all meetings of that H&S committee.

### **12.8.3 Establishment of H&S Committee(s)**

The Principal Contractor must establish H&S Committees consisting of designated H&S Representatives together with a number of Employers Representatives appointed as per Section 19(3) that are not allowed to exceed the number of H&S Representatives on the committee. The persons nominated by the employer on a H&S Committee must be designated in writing for such period as may be determined by him. The H&S Committee shall co-opt advisory (temporary) members and determine the procedures of the meetings including the chairmanship.

The H&S Committee must meet minimum monthly and consider, at least, the following Agenda for the first meeting. Thereafter the H&S Committee shall determine its own procedures as per the previous paragraph.

#### ***Agenda:***

- 1) Opening and determining of chairmanship (only when necessary)
- 2) Minutes of Previous Minutes
- 3) Observations
- 4) Program and Safety considerations
- 5) Hygiene
- 6) Housekeeping improvement
- 7) Incidents & Accidents / Injuries
- 8) Registers:



- a. H&S Rep. Inspections
- b. Matters of First Aid
- f. Portable Electric Equipment
- g. Fire Equipment
- i. Power Hand tools
- j. Incident! Report Investigation
- k. Pressure Vessels
- l. Personal Protective Equipment
- 9) Safety performance Evaluations
- 10) Education & Safety promotion program
- 11) First Aid Officials and training in First Aid
- 12) Demarcation of work- /hazardous-/safe areas/walkways
- 13) Posters and signage
- 14) Environmental preservation and conservation
- 15) Specific training programmes
- 16) General
- 17) Date of Next Meeting
- 18) Closing

### **13. PROJECT/SITE SPECIFIC REQUIREMENTS**

The following is a list of specific activities and considerations that have been identified for the project and site and for which Risk Assessments, Standard Working Procedures (SWP), management and control measures and Method Statements (where necessary) have to be developed by the Principal Contractor:

- \* Clearing & Grubbing of the Area/Site
- \* Site Establishment including:
  - o Office/s
  - o Secure/Safe Storage and storage areas for materials, plant & equipment
  - o Ablution facilities
  - o Sheltered dining area
  - o Vehicle access to the site
- \* Dealing with existing Structures.
- \* Location of existing Services
- \* Installation & Maintenance of Temporary Construction Electrical Supply, Lighting and Equipment
- \* Adjacent Land uses/Surrounding property exposures
- \* Boundary & Access control/Public Liability Exposures (Remember: the Employer is also responsible for the OH&S of non-employees affected by his/her work activities.)
- \* Health risks arising from neighboring as well as own activities and from the environment e.g. threats by dogs, bees, snakes, lightning, allergies etc.
- \* Exposure to Noise
- \* Exposure to Vibration
- \* Protection against dehydration and heat exhaustion
- \* Protection from wet & cold conditions
- \* Dealing with HIV/Aids and other diseases as per specific programme provided by the client and/or its Agent on its behalf
- \* Use of Portable Electrical Equipment including:
  - o Angle grinder
  - o Electrical Drilling machine

- Skill saw
- \* Welding including:
  - Arc Welding
  - Gas welding
  - Flame Cutting
  - Use of LP Gas torches and appliances
- \* Loading & Offloading of Equipment
- \* Aggregate/Sand and other Materials Delivery
- \* Manual and Mechanical Handling
- \* Lifting and Lowering Operations
  
- \* Use and Storage of Flammable Liquids and other Hazardous Substances – the client and/or its Agent on its behalf to be informed of this prior to commencing of the project
- \* Layering and Bedding of trench floor
- \* Installation of Pipes in trenches
- \* Backfilling of Trenches
- \* Protection against Flooding
- \* Gabion work
- \* Use of Explosives - the client and/or its Agent on its behalf to be informed of this prior to commencing of the project
- \* Protection from Overhead Power Lines
- \* As discovered by the Principal Contractor's hazard identification exercise
- \* As discovered from any inspections and audits conducted by the Client and/or its Agent on its behalf or by the Principal Contractor or any other Contractor on site
- \* As discovered from any accident/incident investigation.

**13.1 The following are in particular requirements depending on scope of works and will form a basis for compliance audits.**

1. Administrative & Legal Requirements
2. Education, Training & Promotion
3. Public Safety & Emergency Preparedness
4. Personal Protective Equipment
5. Housekeeping
6. Scaffolding, Formwork & Support work
7. Ladders
8. Electrical Safeguarding
9. Emergency/Fire Prevention & Protection
10. Excavations & Demolition
11. Tools
12. Cranes
13. Personnel & Material Hoists
14. Transport & Materials Handling
15. Site Plant & Machinery
16. Plant & Storage Yards/Site Workshops Specifics
17. Health & Hygiene

#### **14. THE PRINCIPAL CONTRACTOR'S GENERAL DUTIES**

The Principal Contractor shall at all times ensure his status of an "employer" as referred to in the Act, and will abide by his/her responsibilities, duties and functions as per the requirements of the Act and Regulations with specific reference to Section 8 of the Act.

The Principal Contractor shall keep, and on demand make available, a copy of the Act on site at all times and in addition to that he/she will introduce and maintain a file titled "Health and Safety File", or other record in permanent form, which shall contain all relevant aspects and information as contemplated in the Construction Regulations. He/she will make this file available to the client or his representative whenever necessary or on request to an interested party.

#### **15. THE PRINCIPAL CONTRACTOR'S SPECIFIC DUTIES**

The Principal Contractor's specific duties in terms of these specifications are detailed in the Construction Regulations as published under government notice No.R1010 dated 18 July 2003.

The Principal Contractor is specifically referred to the following elements of the Construction Regulations:

Regulation No. 1	- Definitions
Regulation No. 2	- Scope of application
Regulation No. 3	- Notification of construction work
Regulation No. 5	- Principal Contractor and Contractor
Regulation No. 6	- Supervision of construction work
Regulation No. 7	- Risk Assessment
Regulation No. 26	- Stacking & Storage on construction sites
Regulation No. 28	- Construction welfare facilities
Regulation No. 29	- Approved Inspection authorities
Regulation No. 30	- Offences and penalties

This list must not be taken to be exclusive or exhaustive!

The Principal Contractor shall ensure compliance to the Act and its Regulations and specifically to the above regulations, and document each record in the Health and Safety File.

#### **16. THE PRINCIPAL CONTRACTOR'S SPECIFIC RESPONSIBILITIES WITH REGARD TO HAZARDOUS ACTIVITIES**

The following activities are identifiable as hazardous in terms of the Construction Regulations.

The contractor shall execute the activities in accordance with the following Construction Regulations and other applicable regulations of the Act:

Regulation No. 20	- Cranes
Regulation No. 21	- Construction vehicles & mobile plant.
Regulation No. 22	- Electrical installations and machinery on construction sites
Regulation No. 23	- Use and temporary storage of flammable liquids on construction sites
Regulation No. 24	- Water environments
Regulation No. 25	- Housekeeping on construction sites
Regulation No. 27	- Fire precautions on construction sites.

This list must not be taken to be exclusive or exhaustive!

All of the above requirements will be read in conjunction with the relevant regulations and health and safety standards as required by the Act. All documents and records required by the Construction Regulations will be kept in the Health and Safety File and will be made available at any time when required by the client or his representative, or on request to an interested party.

## 17. GENERAL NOTES TO THE PRINCIPAL CONTRACTOR

### Legal Liabilities

#### Common Law and Legislation

Based on two main criteria –

- Would the reasonable person have foreseen the hazard?  
**That is a reasonable person in that specific position, taking experience, qualifications, authority, position in the organization etc. into consideration**
- Would the reasonable person have taken precautionary measures (action) to prevent or limit the hazard?

Negligence can be proven on failure on **any** or **both** of the above criteria  
(There may not necessarily be a relationship between criminal and civil liability!)

## 18. HOUSE KEEPING

Good housekeeping will be maintained at all times as per Construction Regulation No. 25. Poor housekeeping contributes to three major problems, namely, costly or increased accidents, fire or fire hazards and reduction in production. Good housekeeping will enhance production time.

Particular emphasis is to be placed on the following crucial elements of a construction site:

- Phase priorities and production/plant layout
- Enclosures
- Pits, openings and shoring
- Storage facilities
- Effective, sufficient and maintained lighting or illumination

- Principal sources of injuries e.g. stairways, runways, ramps, loose building material
- Oil, grease, water, waste, rubble, glass, storm water
- Colour coding
- Demarcations
- Pollution
- Waste disposal
- Ablution and hygiene facilities
- First aid

This list must not be taken to be exclusive or exhaustive!

In promotion of environmental control all waste, rubble, scrap etc, will be disposed of at a registered dump site and records will be maintained. Where it is found to be impractical to use a registered dump site or it is not available, the Principal Contractor will ensure that the matter is brought to record with the client or his representative, after which suitable, acceptable alternatives will be sought and applied.

Dross and refuse from metals, and waste matters or by-products whose nature is such that they are poisonous or capable of fermentation, putrefaction or constituting a nuisance shall be treated or disposed of by methods approved of by an inspector.

NOTE: No employer (Principal Contractor) shall require or permit any person to work at night or after hours unless there is adequate, suitable artificial lighting including support services in respect of Health and Safety.

## **19. LOCKOUT SYSTEMS - *ELECTRICAL!***

A system of control shall be established in order that no unauthorized person can energize a circuit, open a valve, or activate a machine on which people are working or doing maintenance, even if equipment, plant or machinery is out of commission for any period, thus eliminating injuries and damage to people and equipment as far as is reasonably practicable.

Physical/mechanical lock-out systems shall be part of the safety system and included in training. Lockouts shall be tagged and the system tested before commencing with any work or repairs.

## **20. INCIDENT INVESTIGATION**

Inspection and reporting is the best way in which a responsible contractor can control his area of responsibility. All incidents therefore, irrespective of whether it gave rise to loss, injury, damage or not, shall be investigated and the results recorded in the Health and Safety File. (attached GAR 9)

## **21. GENERAL**

The project under control of the Principal Contractor shall be subject to periodic health and safety audits that will be conducted by the client at intervals agreed upon between the Principal Contractor and the client, provided such intervals will not exceed periods of one month. The Principal Contractor is to ensure that he/she and all persons under his control on the construction site shall adhere to the above specifications, as non-conformance will lead to the client taking action as directed by Construction Regulation 4.1(e). The Principal Contractor should note that he/she shall be held liable for any anomalies including costs and resulting deficiencies due to delays caused by non-conformance and/or non-compliance to the above Health and Safety Specifications and the Health and Safety Plan based on these specifications.

**22. IMPORTANT CONTACT DETAILS (HEALTH & SAFETY ONLY) (Document attached)**

# ATTACHMENTS

**IMPORTANT CONTACT DETAILS - HEALTH & SAFETY ONLY**

# IMPORTANT CONTACT DETAILS

**(FOR HEALTH & SAFETY ASPECTS ONLY)**

The contractor is to add all the important contact information about essentials services, support and assistance.

**SERVICE**

**NUMBER**

**CONTACT PERSON**



Hospital		



Ambulance		



Water		
Electricity		



Police		



Fire Brigade		



Engineer		

**ADD OTHER IMPORTANT HEALTH & SAFETY CONTACT DETAILS AS MAY BE FOUND NECESSARY.**

# PART 4:-

## SITE INFORMATION



## PG-03.1 (EC) SITE INFORMATION – GCC (2010) 2<sup>nd</sup> Edition 2010

<b>Project title:</b>	<b>UPINGTON AND SURROUNDING AREAS: MAINTENANCE, REPAIRS AND SERVICING OF HIGH TENSION EQUIPMENT: 24 MONTHS TERM CONTRACT FOR VARIOUS CLIENTS</b>				
<b>Tender no:</b>	ID: 3142747	<b>WCS no:</b>	ID: 3142747	<b>Reference no:</b>	19/2/4/2/2/2023-2024

### C4 Site Information

The main town of the maintenance is Upington, Northern Cape, South Africa, therefore main site office should be erected at Upington town.

99% of the facilities are accessible via tarred road

#### Properties According to the Area

SAPS	DOJ	DCS	SANDF	HOME AFFAIRS
<b>SURROUNDING AREAS</b>				
			Louisvale	
			Trospostation	
<b>UPINGTON AREA</b>				
Main Police Station	Magistrate Court	Prison	8 Sai Military Base	