



# public works & infrastructure

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

## BID DOCUMENT

**PROJECT DESCRIPTION: 36 MONTH TERM CONTRACT: REPAIRS AND MAINTENANCE OF THE STANDBY GENERATORS ON STATE OWNED BUILDINGS FOR DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE PRETORIA REGION AREA 4**

**BID NO:** PT24/041

**Closing Date:** 17 January 2025  
**Closing Time:** 11H00

**Bid Briefing Meeting Date:** N/A

**Bid Briefing Meeting time:** N/A

**Tenderers CSD No:** .....

**Name of the Tenderer:** .....

### Bid Box Address

Department of Public Works & Infrastructure  
AVN Building  
Cnr Nana Sita and Thabo Sehume Street  
Pretoria  
0001

### SCM SPECIFIC ENQUIRIES:

Enquires: **Sekwati Molepo**  
Tel No: **012 492 1467** during office hours  
Cell No: **N/A**  
Email Address: [Sekwati.molepo@dpw.gov.za](mailto:Sekwati.molepo@dpw.gov.za)

### TECHNICAL / PROJECT SPECIFIC ENQUIRIES

Enquires: **Lerato Lekalakala**  
Tel No: **012 310 5210**  
Cell No: **060 867 2868**  
Email Address: [Lerato.lekalakala@dpw.gov.za](mailto:Lerato.lekalakala@dpw.gov.za)

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## SUMMARY OF BID INFORMATION

<b>Bid Number</b>	PT24/041	
<b>Bid/ Project Description</b>	<b>36 MONTH TERM CONTRACT: REPAIRS AND MAINTENANCE OF THE STANDBY GENERATORS ON STATE OWNED BUILDINGS FOR DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE PRETORIA REGION AREA 4</b>	
<b>Bid Closing date &amp; Time</b>	<b>Friday, 17 January 2025</b>	<b>Closing Time: 11H00</b>
<b>Bid Briefing Date &amp; Time (If applicable)</b>	<i>Date of Bid Briefing (if any)</i> <b>N/A</b>	<i>Time of Bid Briefing (if any)</i> <b>N/A</b>
<b>Venue</b>	<b>N/A</b>	
<b>SCM SPECIFIC ENQUIRIES:</b>	<b>Sekwati Molepo</b>	<a href="mailto:Sekwati.molepo@dpw.gov.za">Sekwati.molepo@dpw.gov.za</a>
	<b>012 492 1467</b>	<b>N/A</b>
<b>TECHNICAL / PROJECT SPECIFIC ENQUIRIES</b>	<b>Lerato Lekalakala</b>	<a href="mailto:Lerato.lekalakala@dpw.gov.za">Lerato.lekalakala@dpw.gov.za</a>
	<b>012 310 5210</b>	<b>060 867 2868</b>
<b>Bid Validity Period</b>	<b>84 calendar days</b>	
<b>Bid Document Price</b>	<b>R 700.00</b>	
<b>Procurement Plan Reference Number</b>	<b>[Comments]</b>	

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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

<b>Project title:</b>	<b>36 MONTH TERM CONTRACT: REPAIRS AND MAINTENANCE OF THE STANDBY GENERATORS ON STATE OWNED BUILDINGS FOR DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE PRETORIA REGION AREA 4</b>		
<b>Bid no:</b>	<b>PT24/041</b>	<b>Procurement Plan Reference no:</b>	[Comments]
<b>Advertising date:</b>	<b>Tuesday, 12 November 2024</b>	<b>Closing date:</b>	<b>Friday, 17 January 2025</b>
<b>Closing time:</b>	<b>11H00</b>	<b>Validity period:</b>	<b>84 calendar days</b>

### 1. REQUIRED CIDB GRADING

It is estimated that tenderers should have a CIDB contractor grading designation of **7 EB** or **7 EB\*** 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. FUNCTIONALITY CRITERIA APPLICABLE

2.1 The Bid will be evaluated on Functionality and the following Functionality evaluation criteria will apply and failure to meet minimum functionality score will result in the tenderer being disqualified. From further evaluation:

<b>Functionality criteria<sup>1</sup>:</b>	<b>Weighting factor:</b>
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<sup>1</sup>The points allocated to each functionality criterion should not be generic but should be determined separately for each tender on a case by case basis.



1.	<p><b>1. WORK EXPERIENCE AND COMPLETION CERTIFICATE</b></p> <p>Submission of appointment letter and Completion certificate of Repairs and maintenance of the standby generators contracts in the past 10 years on company letterhead with traceable contacts</p> <p>5 = 5 appointment letters and completion certificate for similar projects completed with the value of R5 million and above per project in past 10 years.</p> <p>4 = 4 appointment letters and completion certificate for similar projects completed with the value of R5 million and above per project in the past 10 years.</p> <p>3 = 3 appointment letters and completion certificate for similar projects completed with the value of R5 million and above per project in the past 10 years.</p> <p>2 = 2 appointment letters and completion certificate for similar projects completed with the value of R5 million and above per project in the past 10 years.</p> <p>1 = 1 appointment letter and completion certificate for similar project completed with the value of R5 million and above per project in the past 10 years.</p> <p>Non submission of any of the above, bidder will score 0 (zero) points</p>	30
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2.	<p><b>2. HUMAN RESOURCE</b></p> <p>The bidder must submit a signed written commitment to provide human resources as per specification below;</p> <ol style="list-style-type: none"><li>1. Projects specific Organogram of the key personnel</li><li>2. Curriculum Vitae</li><li>3. Certified ID copies</li><li>4. Certified BTech or BSC Electrical Engineering Qualification for Maintenance Manager or (Electrical Engineer or Electrical Technologist) Professional Registration with ECSA</li><li>5. Certified N Dip Electrical Engineering Qualification for Foreman</li><li>6. Certified Electrical Trade Test Certificate for Electricians with Master Installation</li></ol> <p>All certifications must not be older than 6 months at the closing date of the tender.</p> <p>Please note: The required information for human resource (1-6) must be attached and will be evaluated as a cluster, any omission of the required information (1-6) will result in a zero score.</p> <p>1x Maintenance Manager, 2x Foreman and 4x Electricians</p> <p>a. To be allocated 5 points:</p> <p>1x Maintenance Manager, 2 x Foreman and 4 x Electrician all with a minimum experience of 8 years or more</p> <p>b. To be allocated 4 points:</p> <p>1x Maintenance Manager, 2 x Foreman and 4 x Electrician all with a minimum experience of 6 years but less than 8 years</p> <p>c. To be allocated 3 points:</p> <p>1 x Maintenance Manager, 2 x Foreman and 4 x Electrician all with a minimum experience of 4 years but less than 6 years</p> <p>d. To be allocated 2 points:</p> <p>1 x Maintenance Manager, 2 x Foreman and 4 x Electrician all with a minimum experience of 2 years but less than 4 years</p> <p>e. To be allocated 1 point:</p> <p>1x Maintenance Manager, 2 x Foreman and 4 x Electrician all with a minimum experience of 1 year but less than 2 years</p> <p>Non Submission of the above = 0 Points</p>	30
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3.	<p><b>3. RESOURCES</b></p> <p>The bidder must attach a list of resources dedicated to execution of the project signed by authorised company representative. And attach the below:</p> <p>a. 1X 4 Ton Truck and 3 x Bakkies attach a proof of ownership or rental agreement</p> <p>b. Functional workshop (Equipped with tools, working resources, testers and safe storage) attach proof of ownership/title deed or Lease agreement or provide the letter of intent. The workshop must be based in Gauteng Province.</p> <p>Submission of the above =5 points</p> <p>Non-submission of the above = 0 points</p>	20
4.	<p><b>4. BANK RATING</b></p> <p>The bidder must submit an original stamped bank rating letter or certified copy of such a letter which is not older than 6 months at the closing of the tender</p> <p>a. Rating A = 5 points</p> <p>b. Rating B = 4 points</p> <p>c. Rating C = 3 points</p> <p>d. Rating D = 2 points</p> <p>e. Rating E = 1 point</p> <p>Non-submission of any of the above = 0 points.</p>	20
5.		
6.		
7.		
8.		
<b>TOTAL</b>		100

(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)

### 3. EVALUATION METHOD FOR RESPONSIVE BIDS

3.1. The following Evaluation Method for responsive bids will be applicable:

<input type="checkbox"/> Method 1 (Financial offer)	<input checked="" type="checkbox"/> Method 2 (Financial and Preference offer)
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3.2. The 80/20 Preference points scoring system will be applicable for this bid

### 4. RESPONSIVENESS CRITERIA

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

1.	<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, 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. Corrections to be crossed out and initialled.
4.	<input checked="" type="checkbox"/>	Submission of a signed bid offer as per the DPW-07 (EC).
5.	<input checked="" type="checkbox"/>	Submission of DPW-09 (EC): Particulars of Tenderer's Projects.
6.	<input checked="" type="checkbox"/>	Bidders must comply with DPW-21 (EC): Record of Addenda to tender documents, if any.
7.	<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.
8.	<input type="checkbox"/>	There will be a compulsory bid briefing meeting and all potential bidders must attend.
9.	<input type="checkbox"/>	The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender.
10.	<input type="checkbox"/>	Submission of registration letter as an electrical contractor for bidder issued by the Department of Labour (DOL), permitting to issue a Certificate of compliance (COC's)
11.	<input type="checkbox"/>	Bidders will be evaluated as per special conditions of bid (SCB-1)
12.	<input checked="" type="checkbox"/>	<b><i>The bidder must submit with the tender, proof that they have an active CIDB Grading designation of 7 EB or higher at the closing date of the tender, In case of JV the bidder must submit consolidated CIDB certificate of 7 EB or higher.</i></b>
13.	<input type="checkbox"/>	
14.	<input type="checkbox"/>	

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

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



1.	<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-11): Bidder's disclosure.
4.	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD).
5.	<input checked="" type="checkbox"/>	All parts of tender documents submitted must be fully completed in ink and signed where required.
6.	<input checked="" type="checkbox"/>	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
7.	<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.
8.	<input checked="" type="checkbox"/>	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement
9.	<input type="checkbox"/>	Bidders will be evaluated as per special conditions of bid (SCB-1)
10.	<input type="checkbox"/>	Submission of DPW-09 (EC): Particular of Tenderer's Projects: Bidders may use 'own form' - the details of all the tenderers current and previous projects must however be similar to the DPW-09 (EC) forms details. Bidders are required to sign and date the DPW09 / 'own form' and cross-reference the documents if 'own form' is used.
11.	<input type="checkbox"/>	Submission of DPW-21 (EC): Record of addenda to tender documents: Bidder maybe requested to confirm receipt and or compliance with the "Record of Addenda" if the record of Addenda" was not submitted with the bid at the closing date.
12.	<input checked="" type="checkbox"/>	<b>- Bidders must submit director(s) certificate copies of ID , certificate copies not older than 06 months at the closing of the tender.</b> <b>- Bidders must submit COIDA issued by the Department of Employment and Labour.</b>
13.	<input checked="" type="checkbox"/>	<b>-In case of joint venture bidders must complete and submit separate PA-11</b> <b>-In case of a joint venture, bidders must register and submit a joint venture CSD.</b>
14.	<input type="checkbox"/>	

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

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

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

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

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE or any entity which is at least 51% owned by black people <b>(Mandatory)</b> .	10	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.</li> </ul>
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 <b>(Mandatory)</b> .	2	<ul style="list-style-type: none"> <li>Official Municipal Rates Statement which is in the name of the bidder.</li> <li>Or</li> <li>Any Account or statement which is in the name of the Bidder.</li> <li>Or</li> <li>Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> <li>Or</li> <li>Lease Agreement which is in the name of the bidder.</li> </ul>
3.	An EME or QSE or any entity which is at least 51% owned by black women <b>(Mandatory)</b> .	4	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.</li> </ul>
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability <b>(Mandatory)</b> .	2	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.</li> <li>and</li> <li>Medical Certificate indicating that the disability is permanent</li> <li>or</li> <li>South African Social Security Agency (SASSA) registration indicating that the disability is permanent</li> <li>Or</li> <li>National Council for Persons with Physical Disability in South Africa registration (NCPPDSA)</li> </ul>
5.	An EME or QSE or any entity which is at least 51% owned by black youth <b>(Mandatory)</b> .	2	<ul style="list-style-type: none"> <li>ID Copy and SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.</li> </ul>

## 6. BID EVALUATION METHOD

This bid will be evaluated according to the preferential procurement model in the PPPFA and the 80/20 preference point scoring system will be applicable

## 7. ELIGIBILITY IN RESPECT OF RISK TO THE EMPLOYER:

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

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



In order for the evaluation reports to be prepared by the Professional Team, the Tenderer is obliged to provide comprehensive information on form DPW-09 (EC).

Failure to complete the said form will cause the tender to be declared non-responsive and removed from any further consideration. The Employer reserves the right to request additional information over and above that which is provided by the Tenderer on said form. The information must be provided by the Tenderer within the stipulated time as determined by the Bid Evaluation Committee, failing which the tender offer will *mutatis mutandis* be declared non-responsive.

## 7.1 Technical risks:

### Criterion 1: Experience on comparable projects during the past 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 5 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

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

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

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

## 7.2 Commercial risks:

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

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

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

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

(a)	Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	<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>
(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>

## 9. COLLECTION OF TENDER DOCUMENTS

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

☒ Alternatively; Bid documents may be collected during working hours at the following address NDPWI  
251 Nana Sita Street, AVN Building, Pretoria, 0001.

A non-refundable bid deposit of **R 300.00** is payable (cash only) on collection of the bid documents.

## 10. SITE INSPECTION MEETING

### Details of Bid Briefing meeting (if any)

There will be no bid briefing meeting.

<b>Venue:</b>	N/A		
<b>Virtual meeting link:</b>	"N/A")		
<b>Date:</b>	<i>Date of Bid Briefing (if any)</i> N/A	<b>Starting time:</b>	<i>Time of Bid Briefing (if any)</i> N/A

## 11. ENQUIRIES

11.1 Technical enquiries may be addressed to:

<b>DPWI Project Manager</b>	<b>Lerato Lekalakala</b>	<b>Telephone no:</b>	<b>012 3105210</b>
<b>Cellular phone no</b>	<b>060 867 2868</b>	<b>Fax no:</b>	<b>N/A</b>
<b>E-mail</b>	<a href="mailto:Lerato.lekalakala@dpw.gov.za">Lerato.lekalakala@dpw.gov.za</a>		

11.2 SCM enquiries may be addressed to:

<b>SCM Official</b>	<b>Sekwati Molepo</b>	<b>Telephone no:</b>	<b>012 492 1467</b>
<b>Cellular phone no</b>	<b>N/A</b>	<b>Fax no:</b>	<b>N/A</b>
<b>E-mail</b>	<a href="mailto:Sekwati.molepo@dpw.gov.za">Sekwati.molepo@dpw.gov.za</a>		

## 12. DEPOSIT / RETURN OF TENDER DOCUMENTS

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

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

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

**Closing Date: Friday, 17 January 2025**

**Closing Time: 11H00**

<p><b>Tender documents may be posted to:</b> The Director-General Department of Public Works and Infrastructure Private Bag X 229 Pretoria 0001 Documents must be deposited in The Bid Box before the closing date of the bid</p>	<p><b>OR</b></p>	<p><b>Deposited in the tender box at:</b> The Bid Box Department of Public Works &amp; Infrastructure 251 Nana Sita Street AVN Building Pretoria 0001</p>
---	------------------	---

## EVALUATION ON FUNCTIONALITY

Paste Functionality here or Indicate "N/A"

## DPW-07: FORM OF OFFER AND ACCEPTANCE

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

**Bid no: PT24/041**

**Bid/ Project Description: 36 MONTH TERM CONTRACT: REPAIRS AND MAINTENANCE OF THE STANDBY GENERATORS ON STATE OWNED BUILDINGS FOR DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE PRETORIA REGION AREA 4**

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

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

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

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

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

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

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

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

**AND WHO IS (if applicable):**

Trading under the name and style of: .....
--

**AND WHO IS:**

Represented herein, and who is duly authorised to do so, by: Mr/Mrs/Ms: ..... In his/her capacity as: .....	<b>Note:</b>  A Resolution / Power of Attorney, signed by all the Directors / Member / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.
--	---



**Bid No: PT24/041**

**Bid/ Project Description: 36 MONTH TERM CONTRACT: REPAIRS AND MAINTENANCE OF THE STANDBY GENERATORS ON STATE OWNED BUILDINGS FOR DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE PRETORIA REGION AREA 4**

**SIGNED FOR THE TENDERER:**

Name of representative	Signature	Date

**WITNESSED BY:**

Name of witness	Signature	Date

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

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

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

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

(1) Cash deposit of 2.5% of the Contract Sum (excl. VAT)	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
(2) Variable guarantee of 2.5% of the Contract Sum (excl. VAT) (DPW-10.5: FM)	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
(3) Retention of 2.5% of the Contract Sum (excl. VAT)	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
(4) 1.25% cash deposit and 1.25% retention of the Contract Sum (excl. VAT)	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

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

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

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

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

Fax No. ....

Postal address.....

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

Bank Account No. .... Branch Code .....

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

## ACCEPTANCE

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

**Bid No: PT24/041**

**Bid/ Project Description: 36 MONTH TERM CONTRACT: REPAIRS AND MAINTENANCE OF THE STANDBY GENERATORS ON STATE OWNED BUILDINGS FOR DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE PRETORIA REGION AREA 4**

**The terms of the contract, are contained in:**

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

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

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

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

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

**For the Employer:**

Name of signatory	Signature	Date

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

**WITNESSED BY:**

Name of witness	Signature	Date

## SCHEDULE OF DEVIATIONS

**Bid no: PT24/041**

**Bid/ Project Description: 36 MONTH TERM CONTRACT: REPAIRS AND MAINTENANCE OF THE STANDBY GENERATORS ON STATE OWNED BUILDINGS FOR DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE PRETORIA REGION AREA 4**

<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.



## TERMS OF REFERENCE/ SPECIFICATIONS

**Bid no: PT24/041**

**Bid/ Project Description: 36 MONTH TERM CONTRACT: REPAIRS AND MAINTENANCE OF THE STANDBY GENERATORS ON STATE OWNED BUILDINGS FOR DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE PRETORIA REGION AREA 4**

Paste Specifications or Terms of Reference here

## PRICING SCHEDULE/ BILL OF QUANTITIES

**Bid no: PT24/041**

**Bid/ Project Description: 36 MONTH TERM CONTRACT: REPAIRS AND MAINTENANCE OF THE STANDBY GENERATORS ON STATE OWNED BUILDINGS FOR DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE PRETORIA REGION AREA 4**

Paste Pricing Schedule of Bill of Quantities here

## SCHEDULE – ONE(1) GENERATOR MAINTENANCE

**RATE BASED BILL OF QUANTITY FOR MAJOR AND MINOR SERVICES OF GENERATOR SETS : AREA THREE (3) Unit rates inclusive of material plus profit, labour and transport cost (including traveling time)**

SCHEDULE NO 1:GENERATOR MAINTENANCE				YEAR 1		YEAR 1 - AMOUNT	YEAR 2		YEAR 2 - AMOUNT	YEAR 3		YEAR 3 AMOUNT
	Generator Sizes	Quantity per year	Major Service	Minor Service			Major Service	Minor Service		Major Service	Minor Service	
1.	5-30kva	1										
2.	31-60kva	1										
3.	61-150kva	1										
4.	151-200kva	1										
5.	201-300kva	1										
6.	301-450kva	1										
7.	451-600kva	1										
8.	601-800kva	1										
9.	801-1500kva	1										
TOTAL FORWARDED TO SUMMARY PAGE												



ITEM	DESCRIPTION	QUANTITY PER YEAR	RATE		YEAR 1 - AMOUNT	RATE		YEAR 2 - AMOUNT	RATE		YEAR 3 - AMOUNT
			YEAR 1			YEAR 2			YEAR 3		
	BALANCE BROUGHT FORWARD										
1.29	63A 10kA single pole	1									
1.30	80A 10kA single pole	1									
1.31	100A 10kA single pole	1									
1.32	125A 10kA single pole	1									
1.33	10A 10kA triple pole	1									
1.34	16A 10kA triple pole	1									
1.35	20A 10kA triple pole	1									
1.36	25A 10kA triple pole	1									
1.37	32A 10kA triple pole	1									
1.38	40A 10kA triple pole	1									
1.39	50A 10kA triple pole	1									
1.40	63A 10kA triple pole	1									
1.41	80A 10kA triple pole	1									
1.42	100A 10kA triple pole	1									
1.43	125A 10kA triple pole	1									
1.44	150A 35kA triple pole	1									
1.45	200A 35kA triple pole	1									
1.46	300A 40kA triple pole	1									
1.47	400A 40kA triple pole	1									
1.48	600A 50kA triple pole	1									
2	Contactors / AC control 9 – 38 A (AC3) 3 pole contactors / AC control circuit										
2.1	9A 4.2kW 3 pole contactor	1									
2.2	12A 5.7kW 3 pole contactor	1									
2.3	18A 7.5kW 3 pole contactor	1									
2.4	25A 12.5kW 3 pole contactor	1									
2.5	26A 13kW 3 pole contactor	1									
2.6	32A 16kW 3 pole contactor	1									
2.7	38A 18.5kW 3 pole contactor	1									
	SUB TOTAL CARRIED FORWARD										



ITEM	DESCRIPTION	QUANTITY PER YEAR	RATE		YEAR 1 - AMOUNT	RATE		YEAR 2 - AMOUNT	RATE		YEAR 3 - AMOUNT
			YEAR 1			YEAR 2			YEAR 3		
	BALANCE BROUGHT FORWARD										
3	Contactors / AC control 50 – 110 A (AC3) 3 pole contactors / AC control circuit										
3.1	50A 25.0kW 3 pole contactor	1									
3.2	65A 25.0kW 3 pole contactor	1									
3.3	80A 25.0kW 3 pole contactor	1									
3.4	95A 25.0kW 3 pole contactor	1									
3.5	110A 3 pole contactor	1									
4	Contactors / AC control 110 – 420 A (AC3) 3 pole contactors / AC control circuit										
4.1	150A 3 pole contactor	1									
4.2	185A 3 pole contactor	1									
4.3	265A 3 pole contactor	1									
4.4	320A 3 pole contactor	1									
4.5	420A 3 pole contactor	1									
4.6	600A 3 pole contactor (550A)	1									
5	Painting - Generator Plant Equipment;										
5.1	Cleaning and repainting of generator engine, alternator, diesel tank and floor	1									
6	Generator Room Doors;										
6.1	Replacement of generator room doors (per set)	1									
	SUB TOTAL CARRIED FORWARD										

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]



ITEM	<u>DESCRIPTION</u>	QUANTITY PER YEAR	RATE	YEAR 1 - AMOUNT	RATE	YEAR 2 - AMOUNT	RATE	YEAR 3 - AMOUNT
			YEAR 1		YEAR 2		YEAR 3	
	BALANCE BROUGHT FORWARD							
27.3	DSE 12V 10A automatic battery charger	1						
27.4	DSE 24V 10A automatic battery charger	1						
27.5	Lovato 12V 5A automatic battery charger	1						
27.6	Lovato 24V 5A automatic battery charger	1						
28	Stand-by Generator Set ControllersEqual and similar to the Lovato and DSE type							
28.1	RGK 40 12/24 VDC full featured genset controller (96 x 96mm panel mount)	1						
28.2	RGK 60 12/24 VDC full featured genset controller "96 x 96mm panel mounting	1						
28.3	DSE 4520 genset controller panel mounting	1						
28.4	DSE 6120 genset controller panel mounting	1						
28.5	DSE 7310 genset controller panel mounting	1						
28.6	DSE 7320 genset controller panel mounting	1						
28.7	DSE 890 Gateway including antenna	1						
29	Relays							
29.1	Phase Failure Relay and Base	1						
29.2	Three Start Attempt Relay and Base	1						
29.3	Frequency Monitor Relay and Base	1						
29.4	Voltage Overload Relay and Base	1						
29.5	8 Pin Relay 12V	1						
29.6	8 Pin Relay 24V	1						
29.7	8 Pin Relay 220V	1						
	SUB TOTAL CARRIED FORWARD							

ITEM	DESCRIPTION	QUANTITY PER YEAR	RATE		YEAR 1 - AMOUNT	RATE		YEAR 2 - AMOUNT	RATE		YEAR 3 - AMOUNT
			YEAR 1	YEAR 2		YEAR 2	YEAR 3				
BALANCE BROUGHT FORWARD											
29.8	11 Pin Relay 12V	1									
29.9	11 Pin Relay 24V	1									
29.10	11 Pin Relay 220V	1									
29.11	12V Timer Relay on	1									
29.12	220V Timer Relay on	1									
29.13	8 Pin Relay Base	1									
29.14	11 Pin Relay Base	1									
30	Fuses: 10A – 50A (slow blow)										
30.1	Fuse holder for glass fuse	1									
30.2	Fuse holder HRC single phase	1									
30.3	Fuse holder HRC three phase	1									
30.4	Fuse HRC 4A – 32A	1									
30.5	Fuse HRC 32A – 50A	1									
30.6	Fuse HRC 63A – 100A	1									
30.7	PVC coated wire: 1.5mm per metre	1									
30.8	PVC coated wire: 2.5mm per metre	1									
30.9	PVC coated wire: 4mm per metre	1									
30.10	PVC coated wire: 6mm per metre	1									
30.11	Earth wire: 2mm per metre	1									
30.12	Earth wire: 4mm per metre	1									
30.13	Earth wire: 6mm per metre	1									
31	Motor / Engine										
31.1	Top up Oil – per litre	1									
31.2	Fuel line hose including clamps 6mm / metre	1									
31.3	Fuel line hose including clamps 8mm / metre	1									
31.4	Fuel line hose including clamps 10mm / metre	1									
SUB TOTAL CARRIED FORWARD											

[illegible]

SCHEDULE NO 3: LABOUR AND TRANSPORT COST									
ITEM	DESCRIPTION	QUANTITY	RATE			RATE			RATE
			YEAR 1			YEAR 2			YEAR 3
	<u>SCHEDULE NO. 3</u>								
1.	<u>TRANSPORT COSTS FOR SCHEDULE AND NON-SCHEDULE ITEMS</u>								
	<u>NOTE:</u> Transport distances for non scheduled items will be measured from the <b>General Post Office or office of the service provider, which ever is lesser</b> . Transport cost must include for the running costs of the vehicle, fuel and travelling time for artisan and labourer. (Transport cost for schedule items can only be claimed as per condition set in pricing instruction.								
1.1	Transport cost for a vehcle with a loading capacity of 1 ton (1000kg)					AA Rates		AA Rates	AA Rates
<b>SCHEDULE NO 3: LABOUR AND TRANSPORT COST TOTAL FORWARDED TO SUMMARY</b>									

SCHEDULE 4 - NON SCHEDULED ITEMS FOR LABOUR AND MATERIAL						
ITEM	DESCRIPTION	UNIT	QTY	Year 1	Year 2	Year 3
	<b>Non Scheduled:</b>					
	<b>Items shall include for overheads, etc.</b>					
4.1	Artisan, normal time	hr	1			
4.2	Artisan, overtime (weekdays)	hr	1			
4.3	Artisan, overtime (Sunday)	hr	1			
4.4	Artisan Assistance, normal time	hr	1			
4.5	Artisan Assistance, overtime (weekdays)	hr	1			
4.6	Artisan Assistance, overtime (Sundays)	hr	1			
	Materials and equipment.					
4.10	Provide for the sum of R4 797 610 for non-scheduled material items			R 4 797 610,00	R 4 797 610,00	R 4 797 610,00
4.11	Gross markup incl. profit on materials valued at R4 797 610	%	20	R 959 522,00	R 959 522,00	R 959 522,00
	<b>SECTION 4: NON SCHEDULED ITEMS CARRIED FORWARD TO FINAL SUMMARY.</b>					

SCHEDULE NO 5: SUMMARY						
ITEM	DESCRIPTION		Year 1	Year 2	Year 3	TOTAL FOR 3 YEARS
1	SCHEDULE NO 1	SCHEDULE NO 1: GENERATOR MAINTENANCE				
2	SCHEDULE NO 2:	SCHEDULE NO 2: MATERIAL AND PARTS				
3	SCHEDULE NO. 3	SCHEDULE NO 3: TRANSPORT COST				
4	SCHEDULE NO 4	SCHEDULE 4 - NON SCHEDULED ITEMS FOR LABOUR AND MATERIAL				
		SUB TOTAL				
		VAT AT 15%				
TOTAL PRICE (CARRIED FORWARD TO THE "FORM OF OFFER AND ACCEPTANCE")						



## DRPW – 03 (EC) TENDER DATA

**Bid no: PT24/041**

**Bid/ Project Description: 36 MONTH TERM CONTRACT: REPAIRS AND MAINTENANCE OF THE STANDBY GENERATORS ON STATE OWNED BUILDINGS FOR DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE PRETORIA REGION AREA 4**

Paste Tender Data here

## 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<sup>3</sup> 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

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

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





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

☐ YES ☐ NO

2.2.1 If so, furnish particulars:

.....  
.....

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

☐ YES ☐ NO

2.3.1 If so, furnish particulars:

.....  
.....

### 3. DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>4</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>4</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.

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

For External Use

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

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

Name of Bidder	Signature	Date	Position

This form is aligned to SBD 4.

## PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

\_\_\_\_\_

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

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

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

**RESOLVED that:**

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

\_\_\_\_\_

\_\_\_\_\_  
(project description as per Tender Document)

Tender Number: \_\_\_\_\_ (Tender Number as per Tender Document)

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

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

and who will sign as follows:

\_\_\_\_\_

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



	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

**Note:**

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

**ENTERPRISE STAMP**

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

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

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

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

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

**RESOLVED that:**

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

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

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

\_\_\_\_\_  
(project description as per Tender Document)

Tender Number: \_\_\_\_\_ (Tender Number as per Tender Document)

- 1 \*Mr/Mrs/Ms: \_\_\_\_\_

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

and who will sign as follows:

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

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

Physical address: \_\_\_\_\_

\_\_\_\_\_  
Postal Code \_\_\_\_\_



Postal Address: \_\_\_\_\_

Postal Code \_\_\_\_\_

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

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

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

**Note:**

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

**ENTERPRISE STAMP**

### PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1 \_\_\_\_\_  
\_\_\_\_\_  
2 \_\_\_\_\_  
\_\_\_\_\_  
3 \_\_\_\_\_  
\_\_\_\_\_  
4 \_\_\_\_\_  
\_\_\_\_\_  
5 \_\_\_\_\_  
\_\_\_\_\_  
6 \_\_\_\_\_  
\_\_\_\_\_  
7 \_\_\_\_\_  
\_\_\_\_\_  
8 \_\_\_\_\_  
\_\_\_\_\_

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

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

**RESOLVED that:**

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

\_\_\_\_\_  
\_\_\_\_\_  
(project description as per Tender Document)

Tender Number: \_\_\_\_\_ (tender number as per Tender Document)



Mr/Mrs/Ms: \_\_\_\_\_

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

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

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

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

\_\_\_\_\_

- D. The Enterprises to the consortium/joint venture accept joint and several liability for the due fulfilment of the obligations of the consortium/joint venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.
- E. Any of the Enterprises to the consortium/joint venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days' written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the consortium/joint venture as mentioned under item D above.
- F. No Enterprise to the consortium/joint venture shall, without the prior written consent of the other Enterprises to the consortium/joint venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.
- G. The Enterprises choose as the *domicilium citandi et executandi* of the consortium/joint venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Postal Code \_\_\_\_\_

Postal Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Postal Code \_\_\_\_\_

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

E-mail address: \_\_\_\_\_





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

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

**Note:**

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



## DPW-16. TENDER BRIEFING MEETING CERTIFICATE

Project title:	36 MONTH TERM CONTRACT: REPAIRS AND MAINTENANCE OF THE STANDBY GENERATORS ON STATE OWNED BUILDINGS FOR DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE PRETORIA REGION AREA 4		
Tender / Quotation no:	PT24/041	Reference no:	[Comments]

Date Bid Briefing Meeting: N/A

Time of Bid Briefing Meeting: N/A

Venue: N/A

This is to certify that I, \_\_\_\_\_

representing \_\_\_\_\_

attended the tender clarification meeting on: \_\_\_\_\_

I further certify that I am satisfied with the description of the work and explanations given at the tender clarification meeting and that I understand 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-21: RECORD OF ADDENDA TO TENDER DOCUMENTS

<b>Project title:</b>	<b>36 MONTH TERM CONTRACT: REPAIRS AND MAINTENANCE OF THE STANDBY GENERATORS ON STATE OWNED BUILDINGS FOR DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE PRETORIA REGION AREA 4</b>		
<b>Tender / Quotation no:</b>	<b>PT24/041</b>	<b>Reference no:</b>	[Comments]

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

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

<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 before the submission of this tender offer, amending the tender documents.

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



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

Tender Number: PT24/041

Name of Tenderer .....

☐ EME<sup>2</sup> ☐ QSE<sup>3</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 / under developed area/township	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"/> Yes <input type="checkbox"/> No	<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"/> Yes <input type="checkbox"/> No	<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"/> Yes <input type="checkbox"/> No	<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"/> Yes <input type="checkbox"/> No	<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"/> Yes <input type="checkbox"/> No	<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"/> Yes <input type="checkbox"/> No	<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"/> Yes <input type="checkbox"/> No	<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"/> Yes <input type="checkbox"/> No	<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"/> Yes <input type="checkbox"/> No	<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"/> Yes <input type="checkbox"/> No	<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)

<sup>2</sup> EME: Exempted Micro Enterprise

<sup>3</sup> QSE: Qualifying Small Business Enterprise

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36 MONTH TERM CONTRACT: REPAIRS AND MAINTENANCE OF THE STANDBY GENERATORS ON STATE OWNED BUILDINGS FOR DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE PRETORIA REGION AREA 4

## 1. DECLARATION:

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

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

**Signed by the Tenderer**

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

## DPW-09 PARTICULARS OF TENDERER'S PROJECTS

Project title:	36 MONTH TERM CONTRACT: REPAIRS AND MAINTENANCE OF THE STANDBY GENERATORS ON STATE OWNED BUILDINGS FOR DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE PRETORIA REGION AREA 4		
Tender / Quotation no:	PT24/041	Closing date: Friday, 17 January 2025	Time: 11H00

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

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

#### 1.1. Current projects

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

## 1.2. Completed projects

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

Name of Tenderer		Signature	Date



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

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

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

### 1. GENERAL CONDITIONS

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

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

### 1.2 Preference Points System to be applied

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

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

1.3.1 Price: Maximum 80 points

1.3.2 Specific Goals: Maximum 20 points

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

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

### 1.5 Breakdown Allocation of Specific Goals Points

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

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE or any entity which is at least 51% owned by black people	10	<ul style="list-style-type: none"> <li>• SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.</li> </ul>
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	<ul style="list-style-type: none"> <li>• Official Municipal Rates Statement which is in the name of the bidder.</li> <li>Or</li> <li>• Any Account or statement which is in the name of the Bidder.</li> <li>Or</li> <li>• Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> <li>Or</li> </ul>

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
			<ul style="list-style-type: none"> <li>Lease Agreement which is in the name of the bidder.</li> </ul>
3.	An EME or QSE or any entity which is at least 51% owned by black women	4	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.</li> </ul>
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability	2	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or sworn affidavit where applicable. and</li> <li>Medical Certificate indicating that the disability is permanent or</li> <li>South African Social Security Agency (SASSA) registration indicating that the disability is permanent Or</li> <li>National Council for Persons with Physical Disability in South Africa registration (NCPDPA)</li> </ul>
5.	An EME or QSE or any entity which is at least 51% owned by black youth	2	<ul style="list-style-type: none"> <li>ID Copy and SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.</li> </ul>

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

- “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;
- “price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- “rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- “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
- “the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

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:

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

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:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
  - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

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

#### DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs



- 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
- (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

<p>.....SIGNATURE(S) OF TENDERER(S)</p> <p><b>SURNAME AND NAME:</b> .....</p> <p><b>DATE:</b> .....</p> <p><b>ADDRESS:</b> .....</p> <p>.....</p> <p>.....</p> <p>.....</p>
---

## SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL

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

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

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

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Construction Business:</b>	
<b>Definition of "Black People"</b>	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisation-</p> <p style="margin-left: 40px;">i. before 27 April 1994; or</p> <p style="margin-left: 40px;">ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</p>
<b>Definition of "Black Designated Groups"</b>	<p>"Black Designated Groups means:</p> <p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</p>



3. I hereby declare under Oath that:

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

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

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

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

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

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

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

Deponent Signature \_\_\_\_\_

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

\_\_\_\_\_  
Commissioner of Oaths  
Signature & stamp



## SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL

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

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

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

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





I hereby declare under Oath that:

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

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

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

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

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

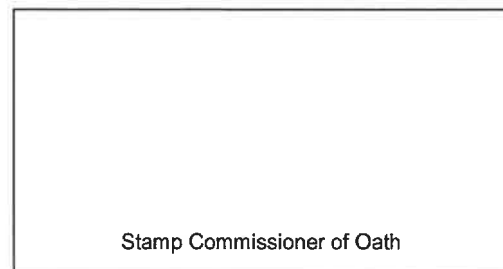
100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At Least 51% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	

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

Deponent Signature \_\_\_\_\_

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

\_\_\_\_\_  
Commissioner of Oaths  
Signature & stamp





public works  
& infrastructure

Department:  
Public Works and Infrastructure  
REPUBLIC OF SOUTH AFRICA

**BID**  
**FOR THE**  
**REPAIRS, SERVICE AND MAINTENANCE OF**  
**EMERGENCY STANDBY GENERATOR**  
**SETS FOR 36 MONTHS**  
**WITHIN**  
**PRETORIA REGIONAL OFFICE JURISDICTION**  
**IN THE**  
**GAUTENG PROVINCE**  
**AREA FOUR (4)**

**BID NO: PT24/041**

**NAME OF BIDDER: .....**

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



## ACKNOWLEDGEMENT OF RECEIPT OF OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

**PROJECT: SERVICE, REPAIRS AND MAINTENANCE OF EMERGENCY  
STANDBY POWER GENERATORS FOR A PERIOD OF 36 MONTHS IN THE  
PRETORIA REGION: AREA – FOUR (4)**

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

.....  
.....

Address: .....  
.....  
.....  
.....  
.....

Postal Code: .....

Signed: .....

Date: .....



# SCOPE OF WORK

## SPECIAL CONDITIONS OF CONTRACT

### 1. SCOPE OF CONTRACT:

This bid is aimed at procuring the services of an established service provider capable of executing general repairs, servicing and maintenance of Emergency Standby Generator sets and controls as detailed in the Schedules.

This contract includes generator installations at all DPW&I properties not limited to the list provided below as well as certain hired buildings and structures falling under the control of the Department or other departments hereafter referred to as Client Departments such as the following:

1. South African Police Services
2. Dept. of Correctional Services
3. Dept. of Justice
4. Dept. Agriculture, Land Reform and Rural Development
5. Dept. of Public Works & Infrastructure
6. Dept. of Forestry, Fisheries and the Environment
7. Dept. of Defence
8. Dept. of Arts and Culture
9. Various Hired Buildings (liaise with the Department and obtained approval before the service is carried out)
10. Dept. Justice and Constitutional Development

The Department of Public Works and Infrastructure reserves the right to enter into separate contracts with third parties for major Repairs and Renovations, Capital Works or any maintenance or repair work or to have such work done by its own personnel in any complex or building covered in the area of this contract. The work included in such separate contracts will automatically be excluded from this contract.

**THE QUANTITIES REFLECTED IN THE SCHEDULES ARE MERELY ILLUSTRATIVE AND NO WARRANTY CAN BE GIVEN AS TO THE QUANTITIES OF WORK THAT WILL ULTIMATELY BE ENTRUSTED TO THE SUCCESSFUL BIDDER.**

Bidders are to note that they must fully acquaint themselves with the nature of the work to be carried out and the location of the plants in the execution of the service and to allow for all of these factors in their prices, as any additional claims will not be entertained.

Fuel will be supplied by the Client Departments. Except for the DPW&I Buildings. The contractor however will be responsible to check present fuel levels and to ensure that the day tank is full.

The service provider must supply all expendable material such as oil, (excluding crankcase oil) grease and cleaning material necessary for the proper execution of



maintenance, servicing and repair work.

The generating sets covered under this contract comprise various configurations between 1 to 12 cylinder engines manufactured by companies such as Rolls Royce, Deutz, Cummins, A.D.E., Caterpillar and others, varying between sizes:- 5 kVA to 1500 kVA.

Most generating plants are equipped with various types of automatic change over control panels.

**The service provider shall arrange prior with the Client Departments, to prevent any disruptions of whatever nature, a power failure simulation, to have a full load test done with major, minor services and any repairs. Alternative arrangements shall be made if not possible on the day of the service or repair.**

The service provider will be responsible for any damage to sets in the event of negligence or poor workmanship.

Claims will be considered for specialised labour and advice, equipment or special equipment or transportation of same for services/repairs/maintenance by means of written instructions from DPW and suppliers invoices.

## **2. UNCERTAINTY ABOUT SCOPE:**

Should the service provider be uncertain about the scope of work to be executed against any item included under this contract, the National Department of Public Works must immediately be requested to clarify its instructions before the submission of a bid.

The Department will not appoint the same Service Provider for more than one area. This will be done in the interest of spreading work between more Service Provider. The Department will only appoint the same Service Provider with more than two areas per discipline in the cases where there is a shortfall of successful bidders in the area and within the estimate price range for the area Bids.

## **3. VALUE ADDED TAX (VAT)**

The tender price must include for Value-Added Tax (VAT). All rates and prices entered in this bid document must be net, i.e. exclusive of VAT. VAT must be calculated and added to the total value of all the items in the schedules as reflected in the summary.

## **4. PROVISIONAL QUANTITIES**

All quantities in this bid document are provisional and inserted in order to obtain competitive bids. The Department reserves the right to increase or decrease quantities during the progress of the contract without affecting unit rates.

## **5. CONTRACT PRICE ADJUSTMENTS / ESCALATION**



This is a fixed price contract and no price adjustment of whatever nature, except for reductions or increase in Value Added Tax (VAT) shall be applicable.

## **6. COMPLETENESS OF DOCUMENTATION**

The pages of this bid document are numbered consecutively. The Bidder shall, before submitting his bid, check the numbers of the pages and should any be missing or duplicated, or the reproduction be indistinct, or if any doubt exists as to the full intent or meaning of any description, or if this bid contains any obvious errors, the Bidder shall obtain a directive in writing from the Department of Public Works.

The text of this bid and other documents as prepared by the Department of Public Works will be adhered to and no alteration, erasure, omission or addition thereto by the Bidder will be recognised.

## **7. INTERPRETATION OF CONTRACT**

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

## **8. CONTRACT PERIOD, RENEWAL AND TARIFF ADJUSTMENT**

This contract shall be valid for a period of (36) months commencing from the date of the letter of acceptance, and may be renewed for a further period not exceeding (12) months, subject to the same terms and conditions. If no written extension is given, the contract will terminate.

## **9. EXECUTION OF WORK**

An adequate and comprehensive service of a standard at all times acceptable to Department of Public Works is to be provided, and shall comply with the requirements of SANS and any other applicable Code of Practice and/or Government Regulations, with latest amendments.

All calls are to be attended to on the day of the call, provided the call is received before 12:00. Otherwise the call must be attended to the following day. If the service provider fails to respond within the time limits as stated above, the Department would have the right to appoint any other service provider to do the work without further notification. The additional costs, if any for such work, executed by another service provider, will be for the account of you as the Bidder.

A Service provider will conduct an assessment on the first day of call-out to scope for work to be executed, however the maximum acceptable time to finish-up work after assessment is 8hrs per day unless there is an arrangement between the department, client and a service provider to extend work for further more days due to disruptions on site or time frame for the ordered material, otherwise the travelling costs will not be



covered without proper communication to relevant works manager.

## **10. MANAGEMENT OF EXECUTION OF WORK**

The Service Provider undertakes to:

- a) Provide the Department with a list of names of his representatives / agents who will be responsible for management of the execution of the work at the individual buildings / areas covered by this contract.
- b) Arrange with the occupants of buildings regarding access to the premises in order to execute the required service;
- c) Take adequate precautions to prevent damage to buildings, to fittings and furnishing inside the premises and elsewhere on site;
- d) Accept liability and indemnifies the Department against any claims whatsoever arising from his conduct and/or the conduct of his employees;
- e) Safeguard all his employees in accordance with the regulations of the Unemployment Insurance Act 1966, (Act No. 30 of 1966) and any amendments thereof;
- f) Provide qualified artisan(s) to carry out any emergency repair work on a 24 hours basis, including week-ends and public holidays
- g) Perform maintenance, servicing and repair work during normal working hours.
- h) Make suitable arrangements regarding the signing of job cards with the respective client departments. It must be noted that no extra time will be allowed or paid for this exercise and **no** invoice will be paid without the required signed documents.

## **11. EMERGENCY SERVICES**

Generators are essential equipment and should be treated as emergency and attended to as the call requires. After hour calls will be handled by a relevant works manager and all detail of such calls and reference number (ID) will be provided as received from the call center. No calls or instruction to be taken from the client. The service provider must however, ensure that the responsible official of the Client Department signs the Job Card.

## **12. SCHEDULED WORK**

### **a) SCHEDULE 1**

The scheduled rates for the services of the various sizes of generator sets, will be inclusive of parts, labour and travelling cost.

### **b) SCHEDULE 2**

The schedule rates will be for parts and material only. On site labour will be charge



separately as per scheduled labour rate and travelling cost will be at an hourly rate, which will be for hours travelled and km's travelled. The onsite labour claimed for shall be verified by means of a signed job card by the client.

**Percentage mark-up can only be charged on material by submitting supplier's invoices.**

All mechanical and electrical related replacement/repairs to engines, alternators and control panels shall be executed and claimed under non-scheduled work as well as major engine and alternator overhauls / repairs

Prices for material and parts used must be verified by means of supplier's invoices. Any normal discounts received on material and spares by the contractor shall be passed on to the Department.

The amount of such invoices, after deduction of any discount, will be taken into account for payments to the contractor. If such invoices are not submitted, no claim for materials will be paid.

Should the prices of the service provider's supplier be abnormally high, then the Department reserves the right to obtain a written quotation for similar items from an independent supplier and the rates of such quotation shall then be applied to the material, spares and plant reflected on the relevant quotation invoice.

Service provider shall submit an original certified copy of the supplier's invoice in respect of materials used, executing non-scheduled services with their invoice payment. The materials with quantities must be clearly descriptive. The mark-up (elsewhere in the document) on non-schedule materials will be calculated after discounts, to be credited to the Department (if any) and before VAT.

**A separate invoice for each job shall be submitted.**

### **13. TRAINED STAFF**

The service provider shall use appropriately qualified, competently trained staff directly employed and supervised by him and shall take all reasonable care to maintain the installations and keep them in proper operating condition.

The Department reserves the right to inspect the Bidder's premises for plant, equipment and general good management before bids are awarded.

The service provider to ensure that all staff are security cleared. Should new staff members been employed, the service provider must ensure that the new employee is security cleared. Employees will be clearly identified by the company's name and logo.

#### **NOTE:**

**BIDDERS ARE TO SUPPLY CERTIFIED COPIES OF ALL ARTISANS QUALIFICATIONS / LICENSES OR CERTIFICATES RELEVANT TO THIS BID, INCLUDING CERTIFIED COPIES OF ID DOCUMENTS. FAILURE TO DO SO WILL DISQUALIFY THE BID SUBMITTED.**





#### **14. QUALITY OF WORK**

If found that materials of inferior quality have been used or work of an unacceptable standard has been rendered; or serviceable material has been replaced unnecessarily, the service provider shall rectify the work at his own expense. Should the service provider fail to do so, the Department reserves the right to have the work re-done and to recover the cost thereof from the service provider.

#### **15. MATERIAL OF EQUAL QUALITY**

Material used shall be of equal specification and shall match the existing item that is being replaced, but can be of a different size if specifically required by the Department. If such equivalent components are not available, then the Department prior to installation must approve the alternative component.

A representative of the Client Department must sign for spares that have been used in the execution of services and details entered on the Job Cards.

The service provider must complete the service document and submit it to the Department with completed Job Card

#### **16. REDUNDANT MATERIAL, RUBBLE AND WASTE**

All redundant material or part shall be labelled with the complaint number for the repair work.

After an inspection of all the material and parts that are obsolete / unserviceable / of no value to the Department, the service provider shall be notified to remove and dispose of such material and parts during the next call. The material and parts shall then become the property of the service provider and the removal and disposing thereof shall be for the service provider's account.

All rubbish and waste shall be removed from the site by the service provider and the plant rooms shall be kept in a clean and neat and tidy condition.

#### **17. WARRANTIES**

The onus is on the service provider to take responsibility to WARRANT all major mechanical and electrical repairs. Replacement of existing generator sets will carry a warranty and service plan for a 12-month period after installation, which must be included in the quoted price.

**FAILURE TO DO SO WILL NECESSARILY IMPACT ON THE PROCESSING OF INVOICES AND MAY RESULT IN DELAYS OF PAYMENTS.**

#### **18. OFFICIAL ORDER FORM**

a) An official order number for this contract will be issued to the service provider.



- b) Only officials of the Department may commission services to the service provider. For each job, a complaint will be registered with a unique ID reference number. The service provider will receive the complaint via facsimile facilities / e-mail. It is however, expected of the service provider to respond to telephonic requests for services.
- c) No invoice will be processed for payments without the necessary reference number.

## 19. JOB CARDS

Job Cards shall be completed daily for each and every repair undertaken.

The service provider must provide his own supply of Job Cards in accordance with the example included herein.

The Job Card must be completed legibly in black ink after completion of each repair.

Only the artisan who executed the repair work may sign the job card and submit it to the Client Department for signature.

**In addition to the original completed Job Card submitted with the invoice, the service provider must submit a copy of the Job Card to the Client Department for audit purposes and retain a third copy for his official records. Failure to comply with the above could delay payment. It is also expected from the service provider to sign the registers at security/guard entrances or at the Facility office on sites when arriving at and departing from site.**

**Note: The use of correctional fluid will not be allowed on any documentation.**

## 20. INVOICES FOR REPAIRS

Invoices for services rendered, must be accompanied by Job Cards for each separate building or complex.

***Any error in the compilation of the Job Card or account discovered at a later stage shall be rectified; any overpayment will be recovered by the Department.***

## 21. PAYMENT TO SERVICE PROVIDERS

Invoices need to be submitted frequently and within a month after completion of a job. Failure to comply shall lead to cancellation of the reference number and no claim will be accepted. Payment of invoices complying with all the requirements will be made within 30 days after certification thereof provided the Service and / or Repairs have been satisfactorily concluded and invoices are accurately and comprehensively completed and are accompanied by the service sheets and all relevant documents. **No payment will be made without an official complaint number and duly completed and signed job card.**



## **22. ACCESS CARDS TO SECURITY AREAS**

The service provider must comply with any regulations or instructions issued by the Client concerning access to security areas.

## **23. SECURITY CHECKS ON PERSONNEL**

The Department, National Defence Force, S.A. Police Services, or any other Statutory Body, may require the service provider to have his personnel or a certain number of them security classified.

In the event of the Client requesting the removal of a person/s for security reasons, the service provider shall do so forthwith and ensure that such person/s are denied access.

## **24. INSPECTIONS**

The Department of Public Works may at any time inspect the work performed by the service provider in terms of this contract. Such inspections will not relieve the service provider of its obligation to complete the work in strict accordance with Department of Public Works instructions and all SANS codes of practice.

Before awarding the Contract, the Department of Public Works will carry out a full and detailed inspection of the service provider's workshop facilities.

## **25. SERVICE PROVIDER'S ABILITY**

Bidders are to note, specially, that all generators and their prime movers to be serviced/maintained/repared under this contract are of the utmost strategic importance to the Department and sufficient evidence of the service provider's ability to satisfactorily perform the specified services will be required.

Service providers will be required to satisfy the department of their ability to obtain parts without delay for generators such as Rolls Royce, Ford, Deutz, Caterpillar, Perkins, Wisconsin, Ruston Hornsby, GM Detroit, Daimler Benz, Volvo Penta, Cummins, Lister, VM, Bedford, MWM, A.D.E., Ossberger, Man, Mitsubishi, Petter, Komatsu, MTU, Isuzu, Honda, etc.

Bidders will also have to satisfy the Department that –

- (i) Their technicians are properly qualified to carry out the specified servicing/maintenance/repairs to the equipment contemplated under this contract.
- (ii) Their technicians doing the start- up services are fully qualified electricians and have knowledge of L.V. switching in order to test the sets on load.
- (iii) Their technicians have knowledge of electronics and the operation sequence of automatic panels as well as the protection interlocks on the alternators. Drawings of the circuits are not available.
- (iv) Their technicians are fully conversant with the workings of various diesel



engines as well as protection devices and able to carry out minor repairs on site.

## **26. UNIT RATES**

The Department shall be at liberty to make such adjustments to individual unit rates in these schedules as necessary to eliminate errors, discrepancies or what it considers to be unreasonable or unbalanced rates, and to balance the totals without altering the Tender Amount.

## **27. BIDDERS / SERVICE PROVIDER'S COMPETENCY**

For this SPECIALISED FIELD OF SERVICE, the BIDDER / SERVICE PROVIDER has to be established and registered and must be familiar with electronic control panels (fault finding) and automatic standby generators (mechanical repairs).

## **28. INSTALLATION ELECTRICIAN**

The Bidder/Service Provider has to be in possession of a registered "Installation Electrician Certificate" and a certified copy of the certificate of registration has to be submitted with the tender. Electrical repair work must be executed under the direct supervision of an Installation Electrician.

## **29. LABOUR & TRANSPORT**

### **(a) Labour rates**

Referred to in Schedule 4 shall be deemed to include for Statutory minimum labour rates, contribution to bonus, holiday, pension and medical funds, etc., as well as any profit. Labour claimed for shall be for the hours (arrival on and departure from site, justified by means of a fully completed and signed job card as well as register at security or facility office.

The first hour on the first day on site must be an assessment.

### **(b) Transport costs**

Referred to in Schedule 3, shall be deemed to be:

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

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

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

### **(c) The Department will not accept labour rates lower than for the following:**



Labour (artisan) per hour – R250  
Labour (artisan assistant) per hour – R120

### **30. FRAUDULENT CONDUCT**

Fraudulent Conduct shall mean any conduct aimed at obtaining an unjust profit.

### **31. SCHEDULED 1: GENERATOR MAINTENANCE\_SERVICING**

The Department aim to create a data base of all machines and controls, therefore it is expected from the service provider to obtain all information with the first visit and provide it to the Department on the attached data sheet. The successful bidder must bear in mind that the scope of sets listed in this portfolio may vary from 5 kVA to 1500 kVA and the price per service will vary respectively for spares and labour.

This contract will start with a full major service and three (3) quarterly minor services per annum. Any services or repairs to any set will be done on the unique ID reference number and prior arrangements shall also be made with the client facility official on site.

#### **31.1 Major Service**

During the first month of the start of this contract, a major service shall be carried out as per service schedule provided by the Department. The major service shall be according to the attached service check list. Major service to be carried out after 250 running hours or every 12 months, whichever comes first.

**NB: A major service will be required for each and every generator set within this portfolio.**

#### **31.2 Minor Service**

Minor services shall be carried out on a quarterly basis. The service inspection will be carried out as per the herein attached minor service checklist and the generator will be tested under full load as arranged with the client.

### **32. SCHEDULE 2: REPAIRS, REPLACEMENTS AND HIRING OF EQUIPMENT**

Bidders must allow for replacements of out-dated items and revamping of equipment, etc. as indicated in items below, in the price schedule 02 provided within this bid.

#### **32.1 Automatic Battery Charger (Equal to LOVATO or DEEP SEA or SCANIA or CUMMINS type)**

In cases where existing old outdated battery chargers becomes obsolete as a result of wear and tear, automatic battery chargers (equal to Lovato or Deep Sea or Scania or Cummins type have to be used).



### **32.2 Generator Room: Preparation and Painting of Plant and Floor**

Where plant room floors and equipment needs to be revamped, the following method shall be used: -

- Degrease engine/alternator/tank assembly and plant room floor with an approved Engine cleaner/degreaser”
- Apply paint remover to engine/alternator/tank and floor with an approved Heavy Duty paint stripper”
- De-rust and remove existing paint from engine/alternator/tank with a heavy duty electric wire brush machine.
- High pressure steam clean engine/alternator/tank and floor
- Prime engine/alternator/tank with an approved coat primer –grey”
- Spray-paint engine/alternator/tank with high temperature hammer tone paint – Bright Blue
- Paint plant room floor with red stoep paint – PT TERRA COTTA
- Paint exhaust and manifold with high temperature silver aluminium paint

### **32.3 Plant Room Doors**

Where doors are to be replaced, it shall be of the standard substation type double doors, made of “marranti wood.” The bottom section of the doors shall have suitable size louvers to allow for the flow of cool air within the plant room. Galvanised “Hasp and Staples” brass hinges and screws and DPW approved padlocks shall be used to secure the doors and lock the plant room. The doors shall be coated with a double coat of varnish.

### **32.4 Other Equipment covered in schedule 2**

Where other equipment’s are to be replaced as indicated in schedule 2, it shall be installed in accordance with DPW standards and conditions.

### **32.5 Automatic Controllers (Equal or similar to the Lovato or Deep Sea Type)**

This contract will allow where and whenever to have the system been change from a manual control panel to a fully automatic control panel by installing automatic controllers.



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

## END OF SCOPE OF WORKS

### CHECK LIST – MINOR SERVICE

CONTRACTOR:.....

TEL: .....

FAX:.....

#### 1. CHECK LIST FOR MINOR SERVICES (CHECK & TICK OFF)

PLACE:.....

INSTITUTION:.....

RUNNING HRS. TO DATE..... (AFTER TEST RUN)

PLANT NO:.....

ITEM	DESCRIPTION OF ITEM	YES	NO	ITEM	DESCRIPTION OF ITEM	YES	NO
<b>1. CHECK &amp; TOP UP WHERE NECESSARY (SPECIFY)</b>				<b>8. VISUAL INSPECTION OF ELECTRICAL APPARATUS</b>			
A:	CHECK CRANKCASE OIL			A:	CABLES TERMINATION FINE ?		
B:	INJECTOR CAMBOX OIL			B:	ALL LT SWITCHGEAR INTACT ?		
C:	RADIATOR			C:	ALL PANELS / COVERS INTACT ?		
D:	DIESEL TANK			D:	CIRCUIT BREAKERS ON ?		
<b>2. CHECK FUNCTION, ADJUST &amp; LUBRICATE</b>				E:	CIRCUIT LEGENDS PRESENT ?		
A:	FUEL PUMP TIMING			F:	CIRCUIT LEGENDS COMPLETE ?		
B:	PUMP DRIVE			G:	CIRCUIT BREAKERS LABELLED ?		
C:	OIL FEED PUMP			H:	TIME SWITCHES CORRECT ?		



D:	EXCESS FUEL DEVICE			I:	PANEL LIGHTS WORKING ?		
E:	GOVERNOR			J:	SELECTOR SWITCHING FINE ?		
F:	TURBO CHARGER			K:	TEST RUN PLANT - 30 MINUTES		
G:	HEAT EXCHANGER			<b>9. CHECK &amp; RECORD THE FOLLOWING METERS</b>			
H:	FAN BEARINGS			A:	3-PHASE VOLTS:.....		
I:	DYNAMO BEARINGS			B:	SINGLE PHASE VOLTS:.....		
J:	STOP SOLENOID			C:	AMMETER – RED:.....		
K:	HAND / ELECTRIC DAY PUMP				AMMETER – WHITE:.....		
L:	LUBRICATING OIL FILTERS				AMMETER – BLUE:.....		
<b>3. VISUALLY CHECK CONDITION, AND TIGHTEN</b>				<b>10. BATTERIES &amp; CHARGER</b>			
A:	RADIATOR HOSE			A:	CLEAN BATTERIES / TERMINALS		
B:	RADIATOR CORE			B:	COVER TERMINALS WITH VASELINE		
C:	RADIATOR CAP / VALVE			C:	TOP UP ALL CELLS WITH DISTILLED WATER		
D:	HEATER ELEMENTS, ETC			D:	TIGHTEN ALL LOOSE CONNECTIONS ON TERMINALS		
E:	VEE BELTS			E:	IS BATTERY CHARGE SET ON "TRICKLE CHARGE" ?		
F:	ENGINE MOUNTINGS			F:	IS AMP / VOLT METER ON CHARGER OPERATIONAL ?		
G:	ENGINE / ALT. COUPLINGS			<b>11. PLANT ROOMS DISTRIBUTION / CONTROL BOARD</b>			
H:	EXHAUST SYSTEM			A:	CHECK CABLE DUCTS		
I:	DAY TANK CONDENSATE			B:	CHECK LT. SWITCHGEAR		
<b>4. CHECK FOR LEAKS &amp; TIGHTEN</b>				C:	CHECK LT. BOARD		
A:	DRAIN PLUG			D:	CHECK CONTROL PANEL		
B:	OIL LINE & SEALS			<b>12. ATTENDANCE TO PLANT ROOM</b>			
C:	INJECTOR SEALS			A:	DUST & CLEAN		
D:	ALL PACKINGS			B:	DOORS & FRAMES		
E:	FUEL LINE & SEALS			C:	WINDOW PANE & FRAMES		
<b>5. CHECK AND TOP UP WHERE NECESSARY</b>				D:	WINDOW GUARDS / CILLS		
A:	CLEAN AIR CLEANER			E:	WALLS & CEILING		
B:	CLEAN FINS & OIL FILTER			F:	CLEAN CABLE DUCTS		
C:	CLEAN ENGINE			G:	CLEAN CONTROL BOARD / LT. BOARD & SWITCHGEAR		
D:	CLEAN DRIP TRAYS			<b>13. REPORT UNDER REMARKS W.R.T. :</b>			
E:	CLEAN DAY TANKS & GAUGE			A:	DOORS (HINGES, LOCKS, ETC)		
F:	CHECK ALARM SYSTEM ON LOW FUEL WARNING			B:	WINDOWS (INCLUDING GLASS)		
G:	CHECK ALARM SYSTEM ON: LOW OIL PRESSURE HIGH TEMPERATURE OVERSPEED			C:	WALLS (CRACKS)		
H:	CHECK ENGINE OIL LEVEL			D:	ROOFS (LEAKS, ETC)		
<b>6. CLEAN &amp; OIL</b>				<b>14. INSPECTION TO SUNDRY ITEMS</b>			
A:	DOOR HINGES			A:	CABLE DUCT COVERS		
B:	DOOR LOCKS			B:	WARNING SIGNS (OUTSIDE)		
<b>7. CLEAN &amp; POLISH</b>				C:	WARNING / FIRST AID SIGNS (INSIDE)		
A:	PLANT ROOM FLOORS						





## CHECK LIST – MAJOR SERVICE

CONTRACTOR:.....

TEL: .....

FAX:.....

### 1. CHECK LIST FOR MAJOR SERVICES (CHECK & TICK OFF)

### 2. CHECK LIST FOR MAJOR SERVICE

(THIS PORTION IS TO BE ADDED ONLY WHEN CONDUCTING A MAJOR SERVICE, EXCEPT FOR ITEM “F” BELOW)

ITEM	DESCRIPTION	YES	NO
A:	DRAIN CRANKCASE OIL AND REFILL WITH NEW (TO CF SPECIFICATION)		
B:	RENEW LUBRICATING OIL FILTER ELEMENTS		
C:	RENEW FUEL FILTER ELEMENTS		
D:	RENEW AIR CLEANER FILTER ELEMENTS		
E:	DRAIN AND REFILL INJECTOR PUMP CAMBOX OIL, WHERE APPLICABLE		
F:	RENEW ALL (PLC) PROGRAMMABLE LOGIC CONTROLLER BATTERIES, WHERE APPLICABLE (MUST BE CHECKED AND REPLACED ANNUALLY IF DEEMED NECESSARY)		

#### REMARKS:

(IF ANSWER IS NO ON ANY OF THE PREVIOUS ITEMS, STATE ACTION TAKEN OR TO BE TAKEN BY THE DEPARTMENT)

TECHNICIAN - (PRINT NAME) .....

DATE: .....



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---

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

SIGNATURE.....



## **GENERATOR PLANT QUESTIONNAIRE**

**(TO BE COMPLETED ON FIRST VISIT TO GENERATOR PLANT ROOM)**

**NAME OF BUILDING/PLACE:** .....

**WHERE INSTALLED:** ..... **CTG NO:** .....

1. **ENGINE**

(a) Make .....

(b) Type.....

(c) Serial No. ....

(d) Speed ..... rpm

(e) Output (sea level) ..... kW

(f) Site ..... kW

(g) Fuel tank capacity: Day .... L

(h) Bulk ..... L

(i) Cooling method .....

(j) Starter Battery .... Vh...Ah

(k) State type of set:

Base load

☐

Standby

☐

2. **ALTERNATOR**

(a) Make .....

(b) Type.....

(c) Serial No. ....

(d) Speed..... rpm

(e) Output ..... kVA ..... V ..... phase

(f) Efficiency at full load .....%

3. **CONTROL PANEL**

(a) Make .....

(b) Type.....

(c) How mounted: Wall

☐

Floor

☐

(d) Control System: Relay

☐

Solid state

☐

(e) Type of Governor: .....

**TECHNICIAN:** ..... **DATE:** .....

**NAME (PRINT)**



public works  
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Department:  
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**REPUBLIC OF SOUTH AFRICA**

## **SERVICE, REPAIRS AND MAINTENANCE CONTRACT FOR EMERGENCY STANDBY POWER GENERATORS IN THE PRETORIA REGION AREA – FOUR (4)**

# **OCCUPATIONAL HEALTH AND SAFETY**

**HEALTH AND SAFETY SPECIFICATION**

**FOR**

**MAINTENANCE / SERVICE CONTRACTS**



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

# OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

**FOR**

## **GENERATOR REPAIRS AND MAINTENANCE WORKS IN VARIOUS AREAS AND BUILDINGS**

### **DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE**

-----  
(Contractor)

Date: October 2025

Contact Person: Kgosi Motsemme

Contact Number: 012 492 3067 / 071 470 6912

## **CONTENT**

1. REFERENCES
2. DEFINITIONS
3. RESPONSIBILITIES
  - 3.1 OHS Plan
  - 3.2 Assignment of PRINCIPAL CONTRACTOR / CONTRACTOR's Responsible Persons to Supervise Health and Safety on Site
  - 3.3 Safety Officer Appointment
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4. IMPLEMENTATION OF THE OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION
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  - 5.1 Compensation of Occupational Injuries and Diseases Act, Act No. 130 of 1993 (COIDA)
  - 5.2 Occupational Health and Safety Policy
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  - 5.13 Contractors and Suppliers
6. OCCUPATIONAL HEALTH AND SAFETY PRACTICE AND CONSIDERATIONS
  - 6.1 Alterations, new installations, termination and switching OFF
  - 6.2 Stacking of Materials and Housekeeping
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  - 6.4 Ladders and Ladder Work
  - 6.5 Portable Electrical Tools / Explosive Power Tools
  - 6.6 Public Health and Safety
  - 6.7 Night Work
  - 6.8 Facilities for Safe Keeping / eating areas
7. SHER FILE CONTENT CHECK LIST



## DEPARTMENT OF PUBLIC WORKS

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

### Scope of Work

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

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

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

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

## 1. REFERENCES

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

## 2. DEFINITIONS

The following definitions will apply to the Safety Management Plan, acronyms given hereunder shall apply: to a point of consumption anywhere on the premises, including any article forming part of such an electrical installation irrespective of

**"electrical installation"** means any machinery, in or on any premises, used for the transmission of electricity from a point of control whether or not it is part of the electrical circuit, but excluding -

(a) any machinery of the supplier related to the supply of electricity on the premises;

(b) any machinery which transmits electrical energy in communication, control circuits, television or radio circuits;

(c) an electrical installation on a vehicle, vessel, train or aircraft; and

(d) control circuits of 50 V or less between different parts of machinery or system components, forming a unit, that are separately installed and derived from an independent source or an isolating transformer;

**"point of control"** means the point at which an electrical installation on or in any premises can be switched off by a user or lessor from the electricity supplied from the point of supply, or the point at which a particular part of an electrical installation on or in any premises can be switched off where different users occupy different portions of such premises;

**"point of outlet"** means any termination of an electrical installation which has been provided for connecting any electrical machinery without the use of tools;

**"point of consumption"** means any point of outlet or the supply terminals of machinery



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

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

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

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

#### **Hazard Identification and Risk Assessment and Risk Control (HIRA)**

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

#### **Site**

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

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

#### **The Act**

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

#### **Hazard**

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

#### **Risk**

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

#### **PRINCIPAL CONTRACTOR / CONTRACTOR's Responsible Person(s)**

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

#### **Health and Safety Plan (HSP)**

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

#### **Health and Safety File**

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

### **3. RESPONSIBILITIES**

#### **3.1 OHS Plan**

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

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

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

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



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

### **3.3 Safety Officer Appointment**

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

### **3.4 Risk Assessment Competent Person**

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

### **3.5 Competency for PRINCIPAL CONTRACTOR / CONTRACTOR's Responsible Persons**

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

## **4. IMPLEMENTATION OF THE OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION**

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

## **5. APPLICATION OF THE HEALTH AND SAFETY SPECIFICATION**

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

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

### **5.2 Occupational Health and Safety Policy**

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

### **5.3 Hazard Identification Risk Assessment (HIRA)**

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

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

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

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

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

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

### **5.4 Health and Safety Committee**

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





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

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

#### **5.5 Health and Safety Training**

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

Training should include the following but is not limited to:

##### **5.5.1 Induction Training**

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

##### **5.5.2 Awareness Training**

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

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

##### **5.5.4 First Aid and Health & Safety**

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

##### **5.6 Record Keeping**

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

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

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

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

##### **5.6.1 Statistics**

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

##### **5.6.2 General Inspection, Monitoring and Reporting**

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

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

##### **5.6.3 Internal Audits**

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

##### **5.7 Penalties**

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

##### **5.8 Emergency Procedures**

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



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

#### **5.8.1 First Aid Box and Contents**

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

#### **5.8.2 Accident and Incident Reporting and Investigation**

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

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

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

#### **5.9 Hazards and Potentially Hazardous Situations**

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

#### **5.10 Personal Protective Equipment and Clothing**

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

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

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

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

#### **5.11 Safety Signage**

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

#### **5.12 Permits**

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

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

#### **5.13 Contractors and Suppliers**



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

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

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

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

## 6. OCCUPATIONAL HEALTH AND SAFETY PRACTICE AND CONSIDERATIONS

### 6.1 Alterations, new installations, termination and switching OFF

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

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

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

### 6.2 Stacking of Materials and Housekeeping

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

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

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

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

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

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

### 6.4 Ladders and Ladder Work

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

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



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

#### 6.5 Portable Electrical Tools / Explosive Power Tools

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

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

#### 6.6 Public Health and Safety

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

#### 6.7 Night Work

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

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

#### 6.8 Facilities for Safe Keeping / eating areas

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

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

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

### 7. SHER FILE CONTENT CHECK LIST

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

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



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



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