



# public works & infrastructure

Department:  
Public Works and Infrastructure  
**REPUBLIC OF SOUTHAFRICA**

## BID DOCUMENT

**PROJECT DESCRIPTION: 36 MONTHS TERM CONTRACT: REPAIRS AND MAINTENANCE OF THE LOW VOLTAGE INSTALLATIONS AND INFRASTRUCTURE ON STATE OWNED BUILDINGS FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE, PRETORIA REGION AREA 4.**

**BID NO:** PT26/004  
**Closing Date:** 23 June 2026  
**Closing Time:** 11H00 am  
**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: **Vuyiswa Moyane**  
Tel No: **012 310 5130** during office hours  
Cell No: **N/A**  
Email Address: [Vuyiswa.moyane@dpw.gov.za](mailto:Vuyiswa.moyane@dpw.gov.za)

**TECHNICAL / PROJECT SPECIFIC ENQUIRIES**  
Enquires: **Lerato Lekalakala**  
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## SUMMARY OF BID INFORMATION

<b>Bid Number</b>	PT26/004	
<b>Bid/ Project Description</b>	36 MONTHS TERM CONTRACT: REPAIRS AND MAINTENANCE OF THE LOW VOLTAGE INSTALLATIONS AND INFRASTRUCTURE ON STATE OWNED BUILDINGS FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE, PRETORIA REGION AREA 4.	
<b>Bid Closing date &amp; Time</b>	Tuesday, 23 June 2026	Closing Time: 11H00 am
<b>Bid Briefing Date &amp; Time (If applicable)</b>	<i>Date of Bid Briefing (if any)</i> N/A	<i>Time of Bid Briefing (if any)</i> N/A
<b>Venue</b>	N/A	
<b>SCM SPECIFIC ENQUIRIES:</b>	Vuyiswa Moyane	<a href="mailto:Vuyiswa.moyane@dpw.gov.za">Vuyiswa.moyane@dpw.gov.za</a>
	012 310 5130	N/A
<b>TECHNICAL / PROJECT SPECIFIC ENQUIRIES</b>	Lerato Lekalakala	<a href="mailto:Lerato.lekalakala@dpw.gov.za">Lerato.lekalakala@dpw.gov.za</a>
	012 310 5210	060 867 2868
<b>Bid Validity Period</b>	84 calendar days	
<b>Bid Document Price</b>	R 500.00	
<b>Procurement Plan Reference Number</b>	890	

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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

<b>Project title:</b>	<b>36 MONTHS TERM CONTRACT: REPAIRS AND MAINTENANCE OF THE LOW VOLTAGE INSTALLATIONS AND INFRASTRUCTURE ON STATE OWNED BUILDINGS FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE, PRETORIA REGION AREA 4.</b>		
<b>Bid no:</b>	<b>PT26/004</b>	<b>Procurement Plan Reference no:</b>	<b>890</b>
<b>Advertising date:</b>	<b>Friday, 15 May 2026</b>	<b>Closing date:</b>	<b>Tuesday, 23 June 2026</b>
<b>Closing time:</b>	<b>11H00 am</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 **5 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>
1.	<p><b>1. WORK EXPERIENCE AND COMPLETION CERTIFICATE</b></p> <p>Submission of appointment letters with corresponding Completion certificates for Repairs and maintenance of the Low Tension or Low Voltage Electrical Installations and infrastructure contracts in the past 10 years on company letterhead with traceable contacts</p> <p><b>5 = 5</b> appointment letters with corresponding completion certificates for similar projects completed with the value of R5 million and above per project in past 10 years.</p> <p><b>4 = 4</b> appointment letters with corresponding completion certificates for similar projects completed with the value of R5 million and above per project in the past 10 years.</p> <p><b>3 = 3</b> appointment letters with corresponding completion certificates for similar projects completed with the value of R5 million and above per project in the past 10 years.</p> <p><b>2 = 2</b> appointment letters with corresponding completion certificates for similar projects completed with the value of R5 million and above per project in the past 10 years.</p> <p><b>1 = 1</b> appointment letter with corresponding completion certificate for similar project completed with the value of R5 million and above per project in the past 10 years.</p> <p><b>Non submission of any of the above, bidder will score 0 (zero) points</b></p>	<b>30</b>

<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.



<p>2.</p>	<p><b>2. HUMAN RESOURCE</b></p> <p><b>HUMAN RESOURCE</b> 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 and (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 Installation Electrician with Master Installation</li> <li>7. Certified Electrical Trade Test Certificate for Installation Electricians</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 (1-7) must be attached and will be evaluated as a cluster, any omission of the required information (1-7) will result in a zero score.</p> <p>1x Maintenance Manager, 1x Foreman and 1x Master Installation Electrician and 4x Installation Electricians</p> <ol style="list-style-type: none"> <li>a. To be allocated 5 points: 1x Maintenance Manager, 1 x Foreman, 1x Master Installation Electrician and 4 x Installation Electricians all with a minimum experience of 8 years or more</li> <li>b. To be allocated 4 points: 1x Maintenance Manager, 1 x Foreman, 1 x Master Installation Electrician and 4x Installation Electrician all with a minimum experience of 6 years but less than 8 years.</li> <li>c. To be allocated 3 points: 1 x Maintenance Manager, 1 x Foreman, 1 x Master Installation Electrician and 4x Installation Electricians all with a minimum experience of 4 years but less than 6 years</li> <li>d. To be allocated 2 points: 1 x Maintenance Manager, 1 x Foreman, 1 x Master Installation Electrician and 4x Installation Electricians all with a minimum experience of 2 years but less than 4 years</li> <li>e. To be allocated 1 point: 1x Maintenance Manager, 1 x Foreman, 1x Master Installation Electrician and 4x Installation Electricians all with a minimum experience of 1 year but less 2 years.</li> </ol> <p>Non-Submission of the above = 0 Points</p>	<p>30</p>
<p>3.</p>	<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> <ol style="list-style-type: none"> <li>a. 1X 4 Ton Truck and 3 x Bakkies attach a proof of ownership or rental agreement or letter of intent indicating the number of vehicles.</li> <li>b. Functional workshop (Equipped with tools, working resources, testers and safe storage) attach proof of ownership/title deed or Lease agreement or letter of intent for functional workshop. Workshop must be situated in the Gauteng Province.</li> </ol> <p>Submission of the above =5 points</p> <p>Non-submission of the above = 0 points</p>	<p>20</p>



<b>4.</b>	<b>4. BANK RATING</b>  <b>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</b>  a. Rating A = 5 points b. Rating B = 4 points c. Rating C = 3 points d. Rating D = 2 points e. Rating E = 1 point  <b>Non-submission of any of the above = 0 points.</b>	<b>20</b>
<b>TOTAL</b>		<b>100</b>

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

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

### 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 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"/>	Submission of DPW – 16.1 signed by the authorised official and completion of bid briefing attendance register.  <b>Tender clarification meeting is declared compulsory for the bidders to familiarise themselves with site</b>
9.	<input checked="" type="checkbox"/>	The tenderer shall submit his fully priced and completed sectional summary – and final summary pages with the tender.
10.	<input checked="" type="checkbox"/>	The bidder must submit with the tender, proof that they have an active CIDB Grading designation of 5 EB or higher at the closing date of the tender, In case of JV the bidder must submit consolidated CIDB certificate of 5 EB or higher
11.	<input checked="" type="checkbox"/>	Clause 6.6 of the Special Condition Contract. This Clause will apply after evaluations. The Department will not appoint the same Service Provider for more than one area per discipline. This will be done in the interest of spreading work between more Service Providers. The Department will only appoint the same Service Provider with more than one area per discipline in the cases where there is a shortfall of successful bidders in the area and within the estimate Price range for the area Bided.

**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 PA-16.1 (EC): Ownership Particulars
5.	<input checked="" type="checkbox"/>	Submission of documentation relating to risk assessment criteria as contained in C 2.1 of T1.2 Tender Data.
6.	<input checked="" type="checkbox"/>	Data provided by the Service Provider (C1.2.3) completed.
7.	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD). Insert the Supplier Registration Number on the form of offer, including proposed sub-contractors if any
8.	<input checked="" type="checkbox"/>	All parts of tender documents submitted must be fully completed in ink and signed where required.
9.	<input checked="" type="checkbox"/>	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
10.	<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.
11.	<input checked="" type="checkbox"/>	Submission of (PA-40): Declaration of Designated Groups for preferential procurement.
12.	<input checked="" type="checkbox"/>	In case of joint venture bidders must complete and submit separate PA-11
13.	<input checked="" type="checkbox"/>	Bidders must submit a valid COIDA certificate.
14.	<input checked="" type="checkbox"/>	<b>Bidder must comply with DPW-21(EC): Record of Addenda to tender documents, if any.</b>
15.	<input checked="" type="checkbox"/>	<b>Bidders must accommodate EPWP participants in the project.</b>

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. Or</li> <li>Any Account or statement which is in the name of the Bidder. Or</li> <li>Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. 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. 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 (NCPDOSA)</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 5 and 10 years.**

The tendering Service Provider's experience on comparable projects during the past 5 and 10 years. The number of current and previous comparable projects performed by the Tenderer as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer will be *mutatis mutandis* declared non-responsive. Aspects to be regarded as "comparable" includes (but may be extended according to circumstances): size of projects (measured against monetary value or other project quantifying parameters), nature of projects (building, engineering, high/low rise, etc.), locality/area of execution (site-specific influences, knowledge of local conditions, etc.), complexity of project, projects for similar client department irrespective of end purpose of buildings/facilities created or in progress of being created and time scales of projects (normal, fast track, etc.) and stage of its/their development.

### **Criterion 2: Contractual commitment and quality of performance on comparable projects during the past 5 and 10 years.**

Adherence to contractual commitments and quality of performance of comparable current and previous projects performed by the Tenderer during the past 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.	Not applicable
(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.	Not applicable
(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.	Not applicable
(f)	DPWI National Youth Service training and development programme (NYS) – Condition of Contract.	Not applicable
(g)	Labour Intensive Works – Condition of Contract.	Not applicable

## 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 500.00 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>012 310 5210</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>Vuyiswa Moyane</b>	<b>Telephone no:</b>	<b>012 310 5130</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:Vuyiswa.moyane@dpw.gov.za">Vuyiswa.moyane@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: Tuesday, 23 June 2026**

**Closing Time: 11H00 am**

<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>	<b>OR</b>	<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>
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## EVALUATION ON FUNCTIONALITY

The functionality has been pasted on page 4 to 6.

## 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: PT26/004**

**Bid/ Project Description: 36 MONTHS TERM CONTRACT: REPAIRS AND MAINTENANCE OF THE LOW VOLTAGE INSTALLATIONS AND INFRASTRUCTURE ON STATE OWNED BUILDINGS FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE, PRETORIA REGION AREA 4.**

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

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

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

Rand (in words):	
Rand in figures:	R

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

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

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

Company or Close Corporation: ..... ..... And: Whose Registration Number is: ..... And: Whose Income Tax Reference Number is: ..... CSD supplier number: .....	<b>OR</b>	Natural Person or Partnership: ..... ..... Whose Identity Number(s) is/are: ..... Whose Income Tax Reference Number is/are: ..... CSD supplier number: .....
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**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.
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**Bid No: PT26/004**

**Bid/ Project Description: 36 MONTHS TERM CONTRACT: REPAIRS AND MAINTENANCE OF THE LOW VOLTAGE INSTALLATIONS AND INFRASTRUCTURE ON STATE OWNED BUILDINGS FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE, PRETORIA REGION AREA 4.**

**SIGNED FOR THE TENDERER:**

Name of representative	Signature	Date

**WITNESSED BY:**

Name of witness	Signature	Date

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

The official documents .....

The official alternative .....

Own alternative (only if documentation makes provision therefore)

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

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

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

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

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

.....

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

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

Fax No. ....

Postal address.....

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

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

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

**ACCEPTANCE**

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

**Bid No: PT26/004**

**Bid/ Project Description: 36 MONTHS TERM CONTRACT: REPAIRS AND MAINTENANCE OF THE LOW VOLTAGE INSTALLATIONS AND INFRASTRUCTURE ON STATE OWNED BUILDINGS FOR THE 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: PT26/004**

**Bid/ Project Description: 36 MONTHS TERM CONTRACT: REPAIRS AND MAINTENANCE OF THE LOW VOLTAGE INSTALLATIONS AND INFRASTRUCTURE ON STATE OWNED BUILDINGS FOR THE 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: PT26/004**

**Bid/ Project Description: 36 MONTHS TERM CONTRACT: REPAIRS AND MAINTENANCE OF THE LOW VOLTAGE INSTALLATIONS AND INFRASTRUCTURE ON STATE OWNED BUILDINGS FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE, PRETORIA REGION AREA 4.**

Paste Specifications or Terms of Reference here



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**BID**  
**FOR THE**  
**REPAIRS, SERVICE AND MAINTENANCE OF**  
**LOW TENSION OR LOW VOLTAGE ELECTRICAL INSTALLATIONS**  
**AND INFRASTRUCTURE FOR 36 MONTHS**  
**FOR THE DEPARTMENT OF PUBLIC WORKS**  
**WITHIN**  
**PRETORIA REGIONAL OFFICE**  
**JURISDICTION IN THE**  
**GAUTENG PROVINCE**  
**AREA 4**

**BID NO:**

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

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



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& infrastructure

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

# SPECIAL CONDITION OF CONTRACT

NAME OF BIDDER: \_\_\_\_\_

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



## **SPECIAL CONDITIONS OF CONTRACT**

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

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

### **2. THE BID DOCUMENT**

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

### **3. INTERPRETATION AND DEFINITIONS OF BID DOCUMENT**

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

- 3.1 Unit: The unit of measurement for each item.
- 3.2 Quantity: The provisional number of items.
- 3.3 Rate: The agreed unit rate per item.
- 3.4 Plant & Equipment: Scaffolding, cherry picker trucks, earthmoving equipment, etc.
- 3.5 Call- out (assessment): First visit to the site after receiving a complaint and will include



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Labour and all related costs assessing the job.

- 3.6 Client Department: All other government departments, i.e., SA Police Service, Correctional and Justice Department, SA Defence, and Others, hereafter referred to as "User Department"

#### CONTRACT PRICE, REFERRAL AND TARIFF ADJUSTMENT

#### **4. DOCUMENTS**

This Contract shall be valid for a period of 36 months commencing from the date of award. Should there be any discrepancy between these Special Conditions of Contract and the Conditions of Contract (PA 10 FM), the former shall take preference. If no written extension is given, the conditions of contract shall apply.

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

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

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

#### **5. PROVISIONAL QUANTITIES**

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

#### **6. SCOPE OF CONTRACT**

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



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

### 6.1 SERVICES APPLICABLE TO THIS TENDER

Work undertaken under this tender consists primarily of the maintenance of all low voltage reticulation installations as well as security, area, and streetlight installations and includes:

- (a) The tracing (detection) and exposing of L.V. cable faults.
- (b) The repairs, testing and commissioning of L.V. cable faults.
- (c) The tracing, repairs and commissioning of faults on L.V. overhead reticulation systems.
- (d) The repairs and or replacement of area, security and streetlight fittings.
- (e) The replacement of faulty circuit breakers and or switch-disconnectors.
- (f) Minor electrical maintenance work such as the replacement of lamps, light switches, socket outlets and light fittings etc. in buildings.
- (g) The general maintenance and cleaning (internally) of pillar boxes.

### 6.2 WORK EXPLICITLY EXCLUDED FROM THIS CONTRACT

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

- (a) Lift and escalator installations.
- (b) Intruder alarm systems.
- (c) All high voltage reticulation networks.
- (d) All standby generating sets.
- (e) All UPS installations.
- (f) TV and TV antenna installations.
- (g) All new work or additions of any nature whatsoever. The Department of Public Works will have the right however, to enter into new contracts for major Repairs and



Renovations and New Works in any complex or building covered in the area of this contract which will then exclude day to day maintenance for the duration of this new contract.

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

6.4 The Department intends to appoint one successful Service Provider per area.

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

6.6 The Department will not appoint the same Service Provider for more than one area per discipline. This will be done in the interest of spreading work between more Service Providers. The Department will only appoint the same Service Provider for more than one area per discipline in the cases where there is a shortfall of successful bidders in the area and within the estimated Price range for the area Bid.

6.7 All Bids will be Evaluated, Scored, and the Highest Scoring Bidder will be awarded 1(one) area and preference will be given to the Bidder based in the Area bid and limited to 1 (One) area per Bidder.

6.8 When a contractor is the lowest-priced and highest-scoring bidder in all areas, the first area will be recommended to that Bidder, who must be based in the area. The next lowest-price and highest-scoring bidder will be recommended for the next area but must also be based in the area, and so on.

6.9 Sound commercial principles will underlie all transactions. There will be no compromise on quality, delivery, service, SHE, or any other commercial or technical requirements. The cost of preferential procurement must not exceed 20% of the market range (Average of all Bids received) for transactions below 50M, or 11% for transactions above 50M.

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

6.11 The Bidder shall supply all consumable materials such as oils, grease, waste, hacksaw blades, welding rods, insulation tape, cleaning materials, and chemicals etc., necessary for the proper performance of the repairs. **No claims for consumable materials will be accepted.**

6.12 Where repairs are required for specialized items of equipment, the Bidder shall arrange for such work to be carried out by specialists approved by the Department. Should the Contractor wish to make use of Sub-contractors, he shall apply to the Department for written approval before he makes using their services.

## 7. VALUE ADDED TAX



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

### **RATES and PRICES**

- 8.1.1 All rates tendered by the Bidder for items in this document shall include for additional costs, if any that may occur as a result of these Special Conditions of Contract, as well as for the supply of normal equipment and everything necessary for the proper performance of the work. Estimated quantities given cannot be guaranteed to be entrusted to the Bidder to whom this contract has been awarded.
- 8.1.2 Actual rates entered into the Schedule of Quantities shall be representative of the actual cost involved in the execution thereof plus a reasonable mark-up, and should be valid whether the work associated therewith will be carried out once only or more frequently, costing should include the possibility that the emergency work may go into overtime, as this cannot be claimed later.
- 8.1.3 Must allow for the removal of the existing defective item or part, and for the supply and fixing of the new items inclusive of material, labour, waste, transport, all expendable material such as oil, grease, and cleaning material and equipment, profit, attendance, overheads, compliance with the Occupational Health and Safety Act and Construction Regulations, and any other costs associated with the successful execution of the required work.
- 8.1.4 An allowance for site assessment is made in the pricing schedules. The site assessment fee makes provision for the Bidder's time on-site to assess the job before commencing with any repair work. Only one site assessment fee can only be charged per callout. The site assessment fee will only be considered for payment provided the Bidder sends a quotation/estimate and detailed pictures taken on site as an evidence that they have done an assessment. No site assessment fee can be charged for services to equipment or replacement of equipment. The fee will be an all-inclusive tariff for travelling cost and time to site and time spent on-site assessing the job.
- 8.1.5 Term contract rates shall remain fixed for the duration of the Term Contract and for any term to which the contract may be extended, no price adjustments shall be allowed except for the increase in VAT.
- 8.1.6 The prices and rates to be inserted in the Schedule of Rates are to be the actual cost for the work carried out and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the Bid document is based, as well as overhead charges and profit. Reasonable prices shall be inserted, as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
- 8.1.7 There are no P&Gs, escalation or variation orders, as this is applicable under Projects.
- 8.1.8 This is purely a maintenance term contract valid for three years only.
- 8.1.9 As this is day to day maintenance, unplanned and unpredictable, the offer of acceptance is therefore an estimate and will vary, meaning that the collective pay-outs at the end of the three years may exceed or be less than the offered amount on the Bid.



8.1.10 The National Department of Public Works Regional Office Pretoria cannot be held accountable should the total pay-out at the end of the term contract be less than the form of offer of acceptance.

8.1.11 The text of this BID document and other documents as prepared by the Department shall be adhered to, and no alteration, erasure, omission, or addition thereto by the Bidder shall be accepted.

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

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

**NOTE:**

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

**9. TRANSPORT COSTS**

9.1 Transport costs will be calculated as a running cost per kilometer as well as the travelling time from the core town as indicated in the Area List.

9.2 To restrict unnecessary travelling over long distances, depending on the size of the job, the contractor will ensure that a full day's labor is spent to complete the work. Furthermore, the labor on site claimed for shall be reasonable and justified.

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

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 drivers, as well as overheads and profit.

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

**10. ACCESS TO PREMISES**

10.1 The Bidder undertakes to arrange with the occupants of buildings regarding access to the premises in order to execute the required repairs.



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

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

10.4 Safeguard all his employees in accordance with the regulations of the Unemployment Insurance Act 1966, (Act No. 30 of 1966) and any amendments thereof.

10.5 Comply with all By-laws and requirements of the Local Authority.

10.6 Carry out repairs during normal working hours and emergency repairs during weekends and public holidays when required.

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

11.1 Should the work fall within a security area, the Bidder shall obtain, either from the S.A. National Defence Force, S.A. Police, or User Department, access cards for his personnel and employees who work within such an area.

11.2 The Bidder shall comply with any regulations or instructions issued from time to time, concerning the safety of persons and property, by the S.A. National Defence Force, Correctional Services, S.A. Police Service, Prestige, or Ministerial complexes.

**Only RSA identity documents will be accepted on site.**

## **12. SECURITY CHECK ON PERSONNEL**

12.1 The Department or the Chief of the S.A. National Defence Force, or the Commissioner of the S.A. Police Service may require the Bidder to have his personnel or a certain number of them security classified.

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

## **13. TRAINED STAFF**

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

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

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



be inspected for plant, equipment, and general good management before contracts are awarded.

#### **14. DRESS CODE**

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

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

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

- 15.1 New parts, components, and materials used shall be of equal specification and shall match the existing item that is being replaced. Only genuine parts are acceptable to the Department and the use of pirate parts will not be allowed. New parts, components, and materials shall conform to SANS 9001.
- 15.2 Parts will be installed and connected to the supplier's specification.
- 15.3 The Bidder shall submit to the Department any supplier's or factory guarantees of repaired or replaced components together with their invoice and shall ensure that such guarantees are not jeopardized in any way. All new parts, components, and materials used in this contract shall be guaranteed for a period of at least 12 months.
- 15.4 The serial numbers of original and new components such as motors, compressors, etc., shall be entered on job cards and invoices submitted for payment.

15.5 **NOTE:** The Department reserves the right to instruct the Bidder to mark, by stencilling or engraving any new part or component of an installation with the complaint number for the repair at their own cost. The marking shall be in a conspicuous place and not spoil the appearance or cause any damage to the part or component.

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

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



## **17. FRAUDULENT CONDUCT**

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

## **18. EXECUTION OF REPAIRS**

18.1 The Contractor shall, in the event of repairs or replacements becoming necessary, submit a technical report with an estimate of the cost of the work concerned to the Regional Representative and, upon receipt of instructions to that effect put the work in hand. The technical report must be supported by photos to provide an indication of the repairs required and include a motivation for replacement of parts.

18.2 The sole purpose of the estimate is to determine the magnitude of the repair and shall not be treated as a firm and final price. The Contractor shall be bound to the labour rates and the price per suppliers invoice plus mark-up in the case of non-scheduled items in this contract. Should the Contractor find that the final cost will be higher than the estimated cost, the Contractor shall obtain a written instruction from the Regional Representative before continuing with the work.

18.3 The Regional Representative reserves the right to execute such repairs and replacements with his own staff or by any other means.

18.4 If the Contractor fails to respond within the time limits as stated above, the Department shall have the right to appoint any other third party to perform work without further notification to the Contractor. The additional costs, if any, for such work, executed by the third party, will be for the account of the Contractor.

### **NOTE: RESPONSE TIME:**

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

## **19. MANAGEMENT AND EXECUTION OF WORK**

### **The Bidder undertakes to:**

19.1 Provide the Department with a list of names of his representatives / agents who will be responsible for the management and execution of the work at the individual buildings/ areas covered by this contract. **Seven (7) days after the letter of acceptance date, failing to do so will be a breach of the contract and may lead to termination of this contract.**

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

19.3 Take adequate precautions to prevent damage to buildings, as well as to fittings and



furnishings inside the premises and elsewhere on site;

- 19.4 Accept liability and indemnify the Department against any claims whatsoever arising from his conduct and/or the conduct of his employees;
- 19.5 Safeguard all his employees in accordance with the regulations of the Unemployment Insurance Act, 1966, (Act No. 30 of 1966) and any amendments thereof;
- 19.6 Provide qualified artisan(s) to carry out any emergency repair work on a 24-hours basis, including week-ends and public holidays;
- 19.7 Perform maintenance, servicing and repair work during normal working hours, and overtime will only be approved as permitted by the Department Representative;
- 19.8 Make suitable arrangements regarding the signing of job cards with the respective client/user departments. It must be noted that no extra time will be allowed or paid for this exercise, and NO invoice will be paid without the original required signed documents. It is also required from the Bidder to sign time in and out in register that can be found with the User Department on site.
- 19.9 It is strongly recommended to take as many photos as necessary of the work in progress and submit them with invoicing as supporting evidence of works performed.
- 19.10 It is of the utmost importance that the contractor, while working or repairing any works at any of the Air Force Landing strips, ensures that the necessary clearance and reflective protection clothing and demarcating is done before any work is commenced and completed.
- 19.11 Only specialized services are to be sub-contracted.

## 20. **OFFICIAL INSTRUCTION FOR REPAIRS**

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



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*component have been duly submitted to the Department for payment.*

## **21. EMERGENCY REPAIRS**

- 21.1 For the purposes of this Bid document, emergency services shall mean work which, in the opinion of the Department, must be carried out without any undue delay, notwithstanding that it may have to be done during normal working hours, Saturday, Sunday, and Public Holidays, within the time frames as above.
- 21.2 Emergency repairs after hours may be executed with only upon receipt of an official complaint ID reference number and only on the telephonic instruction of the Control Works Manager of this Department.
- 21.3 The Bidder shall, however ensure that the official of the User Department signs the job card. The Bidder shall also ensure that they obtain the official instruction from the Department on the following working day. No payment will be made without a complaint number, official instruction, and duly completed and signed job card.
- 21.4 Only breakdowns that affect public health or the operation and safety of sensitive equipment (Refrigeration, Fresh Water Pumps, Sewerage Pumps, IT Equipment in Laboratories, Access Control, power failure to complexes and buildings, security related defects, etc.) shall be treated as emergency repairs. Breakdowns involving personal comfort will not be considered as emergency repairs unless authorized as such by the Regional Representative of this Department.

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

- 22.1 The Bidder must provide his own supply of Job Cards in accordance with the example included herein.
- 22.2 Job Cards shall be completed in all respects for each and every repair work. Complete a separate job card for every day the service is rendered. Job cards will indicate "job still in progress," and the final job card will indicate "job completed."
- 22.3 The Job Card must be completed legibly in black ink after the completion of each repair. All columns of section (1) one and (2) two on the job card shall be completed by the Bidder and all un-used portions/lines of section (2) two shall be deleted and counter signed by the responsible representative of the User Department, who will also sign-off the Job Card – Section Three (3) pertains. Black ink shall be used in this regard.
- 22.4 Only the artisan who executed the repair work may sign the job card and submit it to the User Department for signature.
- 22.5 In addition to the Original Completed Job Card submitted with the account, the Bidder must submit a copy of the completed Job Card to the User Department for audit purposes and retain a third copy for his official records.
- 22.6 Failure to comply with the above could delay payment.



- 22.7. In the event where that User Department does not have an official date stamp, the onus is on the Bidder to ensure that the client signs and date in the allocated block on the job card. (No job card will be accepted should the above not be completed)
- 22.8 No Photocopied Job Cards will be accepted under any circumstances with invoicing.
- 22.9. Having blank or incomplete Job cards signed by the client departments before or after work is completed is deemed to be of a fraudulent nature and is in breach of this contract and can and will lead to the cancellation of the contract
- 22.10 The Job Card must be signed by the User Department immediately after the work has been completed, not days/weeks/months thereafter.
- 22.11 **NOTE:** All job cards (hours spent) are to be completed on site. The use of correctional fluid will not be allowed on any documentation.

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

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

### **NOTE**



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

#### **24. INVOICES FROM BIDDER**

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

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

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

##### **24.3 Services to equipment:**

- 24.3.1 Services are not compulsory
- 24.3.2 Services can be cancelled at the Department's discretion.
- 24.3.3 Services can only be executed on the receiving of a call centre complaint from the



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24.3.4 Services completed without call centre complaint will not be paid by the Department

24.3.5 The Department will not pay services requested by our Clients to the Contractor and attended by the Contractor without DPW Official.

24.3.6 Where major work, extensive repairs, replacement of equipment or where there is damage to facilities or equipment; the contractor shall include photos of the entire repair process with the invoice that is from the first inspection to the completion of the work.

## 25. PAYMENT TO CONTRACTORS

25.1 Invoices can be submitted weekly or monthly, but it is requested from the Bidders to submit invoices frequently not later than 7 days after completion of a job.

25.2 Should the late submitting of invoices frequently occur without valid reason, the Department will have the right to cancel the job request and no payment will be made against such job.

25.3 Bidders are also urge to submit all outstanding invoices within six (6) months / **(30 days)** after completion of this contract. **To be awarded a new term contract all outstanding invoices must be submitted. A letter stating that the old term contract has no more invoices due to this Department must be submitted by the contractor.**

25.4 The irregular and non-compliant submission of invoices in respect of completed work shall be taken into account in the assessment of a Bidder's overall performance.

25.5 Payment of invoices complying with all the requirements will be made within 30 days after official departmental receipt of correct invoices.

25.6 **NOTE: Any errors made by the Bidder, intentionally or unintentionally in the compilation of the job cards and for accounts discovered at a later stage, shall be rectified and the over payment recovered by the Department.**

## 26. PROFIT ON MATERIAL

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

## 27. HOURS OF WORK

The Bidder shall undertake to carry out the repair/servicing during normal working hours, **UNLESS PRIOR** arrangements for working outside normal working hours have been requested by the User Department and approved by this Department. Such work done



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outside normal working hours shall be claimed as per labor scheduled rate in Schedule four, on non-schedule items only.

## **29. EXECUTION OF WORK BY OTHERS**

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

## **30. RESTRICTION ON THE USE OF LABOUR**

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

## **31. MARKING OF EQUIPMENT**

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

## **32. REPORTS**

### **32.1 SUBMISSION OF PROGRESS REPORTS**

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

### **32.2 THE WORK COMPLETION CERTIFICATE**

When a job has been completed and invoice not submitted immediately, for no valid reason, a work completion certificate (a copy is attached to this document) shall be completed on site immediately after work has been completed and the client is satisfied. Work Completion Certificates shall be submitted to the respective Works Managers on a



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weekly basis. **Failure to adhere to this instruction will lead to cancellation of the job request and no claim will be paid.**

### **33. CALL CENTER**

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

### **IMPORTANT NOTICE**

**THE SUCCESSFUL BIDDER WILL BE SUBJECTED TO POSITIVE SECURITY CLEARANCE**

### **END OF THE SPECIAL CONDITIONS OF CONTRACT**



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# OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

FOR

## ELECTRICAL WORKS IN VARIOUS AREAS AND BUILDINGS

### DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE

-----  
(Contractor)

Date: October 2025

Contact Person: Kgosi Motsemme

Contact Number: 012 492 3067 / 071 470 6912

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## DEPARTMENT OF PUBLIC WORKS

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



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*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



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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



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

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

**5.5 Health and Safety Training**

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

Training should include the following but is not limited to:

**5.5.1 Induction Training**

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

**5.5.2 Awareness Training**

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

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

**5.5.4 First Aid and Health & Safety**

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

**5.6 Record Keeping**

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

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

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

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

**5.6.1 Statistics**

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

**5.6.2 General Inspection, Monitoring and Reporting**

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

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

**5.6.3 Internal Audits**

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

**5.7 Penalties**

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

**5.8 Emergency Procedures**

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

WORKS the following documents for review and approval by DEPT. PUBLIC WORKS prior to the commencement of work on site:

- Health and Safety Plan
- Induction Training Matrix
- Competency Training Matrix
- First Aid and Health & Safety Plan
- Record Keeping Matrix
- Internal Audit Schedule
- Inspection Schedule
- Training and Awareness Schedule
- Incident and Injury Record
- Statistical Records
- Site Safety Meeting Minutes
- Joint Health and Safety Committee Meeting Minutes
- Internal Audit Reports
- Inspection Reports
- Training and Awareness Records
- Incident and Injury Reports
- Statistical Records
- Site Safety Meeting Minutes
- Joint Health and Safety Committee Meeting Minutes
- Internal Audit Reports
- Inspection Reports
- Training and Awareness Records
- Incident and Injury Reports
- Statistical Records
- Site Safety Meeting Minutes
- Joint Health and Safety Committee Meeting Minutes

All documents must be forwarded to the DEPT. PUBLIC WORKS for review and approval.



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

**5.8.1 First Aid Box and Contents**

The PRINCIPAL CONTRACTOR / CONTRACTOR must ensure that all working areas are adequately provided with first aid attendants whether there are fifty (50) employees or less engaged on the contract. The First Aid attendant must be trained in accordance with the requirements set out in the OHSWA 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 OHSWA 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 OHSWA.

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 OHSWA 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 OHSWA 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**

PRINCIPAL CONTRACTOR shall ensure apply and for  
for Disabled (not Emergency) Training  
limited number of DEPT. PUBLIC WORKS  
PUBLIC WORKS in its scope including  
by the Occupational Health and Safety  
Working Areas of Work  
APPROPRIATE TRAINING SUPPORT  
PRINCIPAL CONTRACTOR / CONTRACTOR  
Safety Management System Plan approved  
submit with tender and contract documents



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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



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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	



**ADDITIONAL INFORMATION THAT MAY BE REQUIRED DURING THE BID EVALUATION:**

Legal Status of Tendering Entity: If the Tendering Entity is:	Documentation to be submitted with the tender, or which may be required during the bid evaluation:
a. A close corporation, incorporated prior to 1 May 2011 under the Close Corporations Act, 1984 (Act 69 of 1984, as amended)	Copies of the Founding Statement – CK1
b. A profit company duly registered as a private company.  [including a profit company that meets the criteria for a private company, whose Memorandum of Incorporation states that the company is a personal liability company in terms of Section 8(2)(c) of the Companies Act, 2008 (Act 71 of 2008, as amended)].	Copies of: i. Certificate of Incorporation – CM1; ii. Shareholding Certificates of all Shareholders of the company, plus a signed statement of the company's Auditor, certifying each Shareholder's ownership / shareholding percentage relative to the total; and/or iii. Memorandum of Incorporation in the case of a personal liability company.
c. A profit company duly registered as a private company in which any, or all, shares are held by one or more other close corporation(s) or company(ies) duly registered as profit or non-profit company(ies).	Copies of documents referred to in a. and/or b. above in respect of all such close corporation(s) and/or company(ies).
d. A profit company duly registered as a public company.	Copy of Certificate of Incorporation – CM1, and a signed statement of the company's Secretary or Auditor confirming that the company is a public company.
e. A non-profit company, incorporated in terms of Section 10 and Schedule 1 of the Companies Act, 2008 (Act 71 of 2008, as amended).	Copies of: i the Founding Statement – CK1; and ii the Memorandum of Incorporation setting out the object of the company, indicating the public benefit, cultural or social activity, or communal or group interest.
f. A natural person, sole proprietor or a Partnership	Copy(ies) of the Identity Document(s) of: i. such natural person/ sole proprietor, or each of the Partners to the Partnership.
g. A Trust	Deed of Trust duly indicating names of the Trustee(s) and Beneficiary (ies) as well as the purpose of the Trust and the mandate of the Trustees.



**ADDITIONAL INFORMATION THAT MAY BE REQUIRED DURING THE BID EVALUATION:**

<b>Legal Status of Tendering Entity:</b>  <b>If the Tendering Entity is:</b>	<b>Documentation to be submitted with the tender, or which may be required during the bid evaluation:</b>
a. A close corporation, incorporated prior to 1 May 2011 under the Close Corporations Act, 1984 (Act 69 of 1984, as amended)	Copies of the Founding Statement – CK1
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c. A profit company duly registered as a private company in which any, or all, shares are held by one or more other close corporation(s) or company(ies) duly registered as profit or non-profit company(ies).	Copies of documents referred to in a. and/or b. above in respect of all such close corporation(s) and/or company(ies).
d. A profit company duly registered as a public company.	Copy of Certificate of Incorporation – CM1, and a signed statement of the company's Secretary or Auditor confirming that the company is a public company.
e. A non-profit company, incorporated in terms of Section 10 and Schedule 1 of the Companies Act, 2008 (Act 71 of 2008, as amended).	Copies of: i the Founding Statement – CK1; and ii the Memorandum of Incorporation setting out the object of the company, indicating the public benefit, cultural or social activity, or communal or group interest.
f. A natural person, sole proprietor or a Partnership	Copy(ies) of the Identity Document(s) of: i such natural person/ sole proprietor, or each of the Partners to the Partnership.
g. A Trust	Deed of Trust duly indicating names of the Trustee(s) and Beneficiary (ies) as well as the purpose of the Trust and the mandate of the Trustees.

## PRICING SCHEDULE/ BILL OF QUANTITIES

**Bid no: PT26/004**

**Bid/ Project Description: 36 MONTHS TERM CONTRACT: REPAIRS AND MAINTENANCE OF THE LOW VOLTAGE INSTALLATIONS AND INFRASTRUCTURE ON STATE OWNED BUILDINGS FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE, PRETORIA REGION AREA 4.**

NOTE: An excel version of the BOQ is available on request you can email: [Vuyiswa.moyane@dpw.gov.za](mailto:Vuyiswa.moyane@dpw.gov.za) or [lerato.lekalakala@dpw.gov.za](mailto:lerato.lekalakala@dpw.gov.za)

RATES SCHEDULES									
SCHEDULE NO 1: SCHEDULED ELECTRICAL EQUIPMENT MAINTENANCE									
ITEM	DESCRIPTION	UNIT	QUANTITY PER YEAR	RATE		YEAR 1 - AMOUNT	RATE		YEAR 3 - AMOUNT
				YEAR 1	YEAR 2		YEAR 2 - AMOUNT	YEAR 3	
<b>SCHEDULED ELECTRICAL EQUIPMENT MAINTENANCE</b>									
Material items, including for all labour, material profit overhead, transport, as well as disconnecting and removal of existing etc. (Transport cost for schedule items can only be claimed as per condition set in pricing instruction).									
1	<b>LV CONDUCTOR</b>								
	Replace the following AAAC conductor. (LV)								
1.1LI	Mink	m	1						
1.2LI	Fox	m	1						
1.3LI	Squirrel	m	1						
2	<b>OPEN CONDUCTOR SPLICES</b>								
	Replace faulty conductor splice	No	1						
2.1	Mink	No	1						
2.2	Fox	No	1						
2.3	Squirrel	No	1						
3	<b>OPEN CONDUCTOR LV-LINE STRUCTURES</b>								
	Replace LV-line structures including street light conductor but excluding pole.								
3.1	3 phase vertical intermediate - 0° strain	No	1						
3.2	3 phase vertical strain - 1-60° strain	No	1						
3.3	3 phase vertical strain - 60-90° strain	No	1						
3.4	3 phase vertical strain - terminal	No	1						
4	<b>LV STAY</b>								
	Replace an existing LV stay								
4.1	Replace an existing LV stay, excluding stay plate, excavation, backfill and compaction.	No	1						
5	<b>LV PHASE SEPARATORS</b>								
	Provide and install LV phase separators.	No	1						
5.1		No	1						
<b>CARRIED FORWARD TO NEXT PAGE</b>									

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE		YEAR 1 - AMOUNT	RATE		YEAR 2 - AMOUNT	RATE		YEAR 3 - AMOUNT
				YEAR 1	YEAR 2		YEAR 3	YEAR 3				
<b>BROUGHT FORWARD FROM PREVIOUS PAGE</b>												
6	<b>RETENTION CONDUCTORS</b> Mink, Fox or Squirrel per phase, per span (+45m).	No	1									
7	<b>LOW VOLTAGE ARIAL BUNDLE CONDUCTOR CABLE OVERHEAD LINES</b> Replace the following low voltage Aerial bundle conductor cable including stringing. 95mm <sup>2</sup> x4'core 70mm <sup>2</sup> x4 core 35mm <sup>2</sup> x4 core	m m m	1 1 1									
8	<b>LOW VOLTAGE ARIAL BUNDLE CONDUCTOR PLUS STREET LIGHT CONDUCTOR</b> 95mm <sup>2</sup> x5core 70mm <sup>2</sup> x5core 35mm <sup>2</sup> x5core	m m m	1 1 1									
9	<b>LV ARIAL BUNDLE CONDUCTOR CABLE HARD WARE</b> Replace a suspension bracket and clamp for the following Aerial bundle conductor plus street light conductor cable including suspension of cable: 95mm <sup>2</sup> 70mm <sup>2</sup> 35mm <sup>2</sup>	No No No	1 1 1									
9.1		No	1									
9.2		No	1									
9.3		No	1									
9.4	Replace a termination bracket and strain wedge clamp for the following Aerial bundle conductor plus street light conductor cable including termination of cable. 95mm <sup>2</sup> 70mm <sup>2</sup> 35mm <sup>2</sup>	No No No	1 1 1									
9.5		No	1									
9.6		No	1									
<b>CARRIED FORWARD TO NEXT PAGE</b>												

ITEM	DESCRIPTION	UNIT	QUANTITY	YEAR 1		YEAR 2		YEAR 3	
				RATE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT
<b>BROUGHT FORWARD FROM PREVIOUS PAGE</b>									
10	<b>LV ARIAL BUNDLE CABLE CONDUCTOR JOINTS</b>								
	Conductor joint set	No	1						
10.1	95mm <sup>2</sup>	No	1						
10.2	70mm <sup>2</sup>	No	1						
10.3	35mm <sup>2</sup>	No	1						
11	<b>TIDY EXISTING LV ARIAL BUNDLE CABLE CONDUCTOR</b>	m	1						
11.1	Tidy existing 35mm <sup>2</sup> to 95mm <sup>2</sup> Aerial bundle conductor installation								
12	<b>AIRDAC CONDUCTOR</b>								
	Replace Airdac conductor cable	m	1						
12.1	16mm <sup>2</sup>	m	1						
12.2	10mm <sup>2</sup>	m	1						
12.3	4mm <sup>2</sup>	m	1						
13	<b>AIRDAC CONDUCTOR CABLE HARD WARE</b>								
	Replace Airdac cables including suspension of cable:	No	5						
13.1	4-16mm <sup>2</sup>								
	Replace a termination bracket and strain wedge clamp for Aerial bundle conductor plus street light conductor cable including termination of cable.	No	1						
13.2	16mm <sup>2</sup>	No	1						
13.3	10mm <sup>2</sup>	No	1						
13.4	4mm <sup>2</sup>	No	1						
14	<b>AIRDAC CABLE CONDUCTOR TERMINATIONS</b>								
	Replace Airdac cable termination:	No	1						
14.1	16mm <sup>2</sup>	No	1						
14.2	10mm <sup>2</sup>	No	1						
14.3	4mm <sup>2</sup>	No	1						
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ITEM	DESCRIPTION	UNIT	QUANTITY	RATE		YEAR 1 - AMOUNT	RATE		YEAR 2 - AMOUNT	RATE		YEAR 3 - AMOUNT
				YEAR 1	YEAR 2		YEAR 3	YEAR 3				
<b>BROUGHT FORWARD FROM PREVIOUS PAGE</b>												
15	<b>POLES</b>											
	Replace treated wooden poles.	No	1									
15.1LI	11m 160 to 180mm top	No	1									
15.2LI	10m 160 to 180mm top	No	1									
15.3LI	9m 140 to 160mm top	No	1									
15.4LI	7m 100 to 120mm top	No	1									
	Replace Galvanised poles.	No	1									
15.5LI	10m galvanised heavy duty overhead line pole (11,5m)	No	1									
	Remove existing pole and tidy.	No	1									
15.6LI	11m	No	1									
15.7LI	10m	No	1									
15.8LI	9m	No	1									
15.9LI	7m	No	1									
16	<b>LV SUPPLY CABLE TERMINATIONS ONTO ABC CABLE</b>											
16.1	95mm <sup>2</sup> x 4-core	No	1									
16.2	70mm <sup>2</sup> x 4-core	No	1									
16.3	35mm <sup>2</sup> x 4-core	No	1									
16.4	25mm <sup>2</sup> x 4-core	No	1									
16.5	16mm <sup>2</sup> x 4-core	No	1									
16.6	16mm <sup>2</sup> x 3-core	No	1									
16.7	10mm <sup>2</sup> x 4-core	No	1									
16.8	10mm <sup>2</sup> x 3-core	No	1									
16.9	6mm <sup>2</sup> x 4-core	No	1									
16.10	6mm <sup>2</sup> x 3-core	No	1									
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ITEM	DESCRIPTION	UNIT	QUANTITY	RATE		YEAR 1 - AMOUNT	RATE		YEAR 2 - AMOUNT	RATE		YEAR 3 - AMOUNT
				YEAR 1	YEAR 2		YEAR 3	YEAR 3				
	<b>BROUGHT FORWARD FROM PREVIOUS PAGE</b>											
17	<b>LV FEEDER CABLE TERMINATIONS</b> Replace the following PVC/SWA/PVC cable (feeder cable) terminations onto an existing overhead line. Connection to circuit breaker in shroud or pole mounted box, etc. Circuit breaker in shroud measured elsewhere.	No	1									
17.1	70mm <sup>2</sup> x 4-core	No	1									
17.2	50mm <sup>2</sup> x 4-core	No	1									
17.3	35mm <sup>2</sup> x 4-core	No	1									
17.4	25mm <sup>2</sup> x 4-core	No	1									
17.5	16mm <sup>2</sup> x 4-core	No	1									
17.6	16mm <sup>2</sup> x 3-core	No	1									
17.7	10mm <sup>2</sup> x 4-core	No	1									
17.8	10mm <sup>2</sup> x 3-core	No	1									
17.9	6mm <sup>2</sup> x 4-core	No	1									
17.10	6mm <sup>2</sup> x 3-core	No	1									
17.11	16mm <sup>2</sup> Airdac	No	1									
17.12	10mm <sup>2</sup> Airdac	No	1									
18	<b>POLE MOUNTED CIRCUIT BREAKER SHROUD</b> Replace pole mounted circuit breaker shroud excluding circuit breaker, including connection to over head line with IPC or PG clamps.	No	1									
18.1		No	1									
19	<b>REMOVE LV OVERHEAD LINE SPAN</b> Remove LV open conductor overhead line span (±40m three phase and street light).	No	1									
19.1LI		No	1									
20	<b>IPC CLAMPS</b> Replace an existing IPC clamp	No	1									
20.1	70mm <sup>2</sup> - 95mm <sup>2</sup>	No	1									
20.2	35mm <sup>2</sup>	No	1									
	<b>CARRIED FORWARD TO NEXT PAGE</b>											

ITEM	DESCRIPTION	UNIT	QUANTITY	YEAR 1		YEAR 2		YEAR 3	
				RATE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT
<b>BROUGHT FORWARD FROM PREVIOUS PAGE</b>									
21	<b>PG CLAMPS</b>								
21.1	Replace bi-metal PG clamp including grease.	No	1						
21.2	Remove and service PG clamp including cleaning and tidying of cable cores.	No	1						
22	<b>LOW VOLTAGE CABLE</b>								
	600/1000V PVC/SWA/PVC copper cables.								
22.1	185mm <sup>2</sup> x 4-core	m	1						
22.2	150mm <sup>2</sup> x 4-core	m	1						
22.3	120mm <sup>2</sup> x 4-core	m	1						
22.4	95mm <sup>2</sup> x 4-core	m	1						
22.5	70mm <sup>2</sup> x 4-core	m	1						
22.6	50mm <sup>2</sup> x 4-core	m	1						
22.7	35mm <sup>2</sup> x 4-core	m	1						
22.8	25mm <sup>2</sup> x 4-core	m	1						
22.9	16mm <sup>2</sup> x 4-core	m	1						
22.10	16mm <sup>2</sup> x 3-core	m	1						
22.11	10mm <sup>2</sup> x 4-core	m	1						
22.12	10mm <sup>2</sup> x 3-core	m	1						
22.13	6mm <sup>2</sup> x 4-core	m	1						
22.14	6mm <sup>2</sup> x 3-core	m	1						
22.15	4mm <sup>2</sup> x 4-core	m	1						
22.16	4mm <sup>2</sup> x 3-core	m	1						
22.17	2,5mm <sup>2</sup> x 4-core	m	1						
22.18	2,5mm <sup>2</sup> x 3-core	m	1						
22.19	1,5mm <sup>2</sup> x 4-core (11/17/24)	m	1						
22.20	1,5mm <sup>2</sup> x 3-core (11/17/24)	m	1						
<b>CARRIED FORWARD TO NEXT PAGE</b>									

ITEM	DESCRIPTION	UNIT	QUAN-TITY	RATE		YEAR 1 - AMOUNT	RATE		YEAR 2 - AMOUNT	RATE		YEAR 3 - AMOUNT
				YEAR 1	YEAR 2		YEAR 3	YEAR 3				
<b>BROUGHT FORWARD FROM PREVIOUS PAGE</b>												
23	<b>LOW VOLTAGE CABLE TERMINATION</b>											
	Terminate 600/1 000V PVC/SWA/PVC cable											
23.1	185mm <sup>2</sup> x 4-core	No	1									
23.2	150mm <sup>2</sup> x 4-core	No	1									
23.3	120mm <sup>2</sup> x 4-core	No	1									
23.4	95mm <sup>2</sup> x 4-core	No	1									
23.5	70mm <sup>2</sup> x 4-core	No	1									
23.6	50mm <sup>2</sup> x 4-core	No	1									
23.7	35mm <sup>2</sup> x 4-core	No	1									
23.8	25mm <sup>2</sup> x 4-core	No	1									
23.9	16mm <sup>2</sup> x 4-core	No	1									
23.10	16mm <sup>2</sup> x 3-core	No	1									
23.11	10mm <sup>2</sup> x 4-core	No	1									
23.12	10mm <sup>2</sup> x 3-core	No	1									
23.13	6mm <sup>2</sup> x 4-core	No	1									
23.14	6mm <sup>2</sup> x 3-core	No	1									
23.15	4mm <sup>2</sup> x 4-core	No	1									
23.16	4mm <sup>2</sup> x 3-core	No	1									
23.17	2,5mm <sup>2</sup> x 4-core	No	1									
23.18	2,5mm <sup>2</sup> x 3-core	No	1									
23.19	1,5mm <sup>2</sup> x 4-core	No	1									
23.20	1,5mm <sup>2</sup> x 3-core	No	1									
24	<b>LOW VOLTAGE CABLE JOINTS</b>											
	Joint 600/1 000V PVC/SWA/PVC cables											
24.1	185mm <sup>2</sup> x 4-core	No	1									
24.2	150mm <sup>2</sup> x 4-core	No	1									
24.3	120mm <sup>2</sup> x 4-core	No	1									
24.4	95mm <sup>2</sup> x 4-core	No	1									
24.5	70mm <sup>2</sup> x 4-core	No	1									
24.6	50mm <sup>2</sup> x 4-core	No	1									
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ITEM	DESCRIPTION	UNIT	QUAN-TITY	YEAR 1 - AMOUNT		YEAR 2 - AMOUNT		YEAR 3 - AMOUNT	
				RATE YEAR 1	RATE YEAR 2	RATE YEAR 2	RATE YEAR 3		
<b>BROUGHT FORWARD FROM PREVIOUS PAGE</b>									
24.7	35mm <sup>2</sup> x 4-core	No	1						
24.8	25mm <sup>2</sup> x 4-core	No	1						
24.9	16mm <sup>2</sup> x 4-core	No	1						
24.10	16mm <sup>2</sup> x 3-core	No	1						
24.11	10mm <sup>2</sup> x 4-core	No	1						
24.12	10mm <sup>2</sup> x 3-core	No	1						
24.13	6mm <sup>2</sup> x 4-core	No	1						
24.14	6mm <sup>2</sup> x 3-core	No	1						
24.15	4mm <sup>2</sup> x 4-core	No	1						
24.16	4mm <sup>2</sup> x 3-core	No	1						
24.17	2,5mm <sup>2</sup> x 4-core	No	1						
24.18	2,5mm <sup>2</sup> x 3-core	No	1						
24.19	1,5mm <sup>2</sup> x 4-core	No	1						
24.20	1,5mm <sup>2</sup> x 3-core	No	1						
25	<b>DISCONNECT SUPPLY CABLE</b> Switch off and disconnect the three or single phase supply cable.								
25.1	50mm <sup>2</sup> -120mm <sup>2</sup>	No	1						
25.2	16mm <sup>2</sup> -35mm <sup>2</sup>	No	1						
25.3	1,5mm <sup>2</sup> -10mm <sup>2</sup>	No	1						
26	<b>CABLE PROTECTION KICKER PIPES</b> 2.5m long galvanised cable protection kicker pipe								
26.1	75mm dia	No	1						
26.2	50mm dia	No	1						
26.3	40mm dia	No	1						
26.4	32mm dia	No	1						
26.5	25mm dia	No	1						
26.6	20mm dia	No	1						
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ITEM	DESCRIPTION	UNIT	QUAN-TITY	RATE		YEAR 1 - AMOUNT	RATE		YEAR 2 - AMOUNT	RATE		YEAR 3 - AMOUNT
				YEAR 1	YEAR 2		YEAR 3	YEAR 3				
<b>BROUGHT FORWARD FROM PREVIOUS PAGE</b>												
27	<b>EARTHING</b>											
27.1	Test transformer eart submit an earth reading.	No	1									
27.2	1,5m earth electrode, depth of 600mm below final ground level.	No	1									
27.3	70mm sq. earth wire with earth electrodes.	m	1									
28	<b>BARE COPPER EARTH WIRES</b>											
	Provide and install bare copper earth wires.											
28.1	70mm <sup>2</sup>	m	1									
28.2	50 mm <sup>2</sup>	m	1									
28.3	35 mm <sup>2</sup>	m	1									
28.4	25 mm <sup>2</sup>	m	1									
28.5	16 mm <sup>2</sup>	m	1									
28.6	10 mm <sup>2</sup>	m	1									
28.7	6 mm <sup>2</sup>	m	1									
28.8	4 mm <sup>2</sup>	m	1									
29	<b>CABLE TRENCHES</b>											
	Excavate and back-fill cable trenches, 300mm wide x 650mm deep.											
29.1LI	Earth (Pickable)	cub m	1									
29.2LI	Soft rock (Pneumatic)	cub m	1									
29.3	Hard rock (Blasting)	cub m	1									
29.4LI	Soft soil backfilling material	cub m	1									
29.5LI	Excavate and open existing LV cables.	cub m	1									
29.6LI	Price for excavation to remove an existing 7 to 11m pole.	cub m	1									
30	<b>CABLE MARKER TAPE</b>											
30.1	Cable marker tape above cables.	m	1									
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ITEM	DESCRIPTION	UNIT	QUANTITY	RATE		YEAR 1 - AMOUNT	RATE		YEAR 2 - AMOUNT	RATE		YEAR 3 - AMOUNT
				YEAR 1	YEAR 2		YEAR 2	YEAR 3				
<b>BROUGHT FORWARD FROM PREVIOUS PAGE</b>												
31	<b>CONFIRM EXISTING CABLE ROUTE</b>											
31.1	Confirm L.V. supply cable route and position with a thumper / cable detector.	Hr	1									
32	<b>CONFIRM CABLE FAULT</b>											
32.1	Confirm the position of a cable and cable fault on an L.V. cable.	Hr	1									
33	<b>PVC SLEEVES</b>											
	The following sleeves -black of the HDPE KABELFLEX type.											
33.1	160mm dia	m	1									
33.2	110mm dia	m	1									
33.3	75mm dia	m	1									
34	<b>SLOW BENDS</b>											
	Slow bends through a wall and floor.											
34.1	110mm dia PVC. slow bends.	No	1									
34.2	75mm dia PVC slow bends.	No	1									
34.3	50mm dia PVC slow bends.	No	1									
34.4	40mm dia PVC slow bends.	No	1									
34.5	32mm dia PVC slow bends.	No	1									
34.6	25mm dia PVC slow bends.	No	1									
35	<b>SEAL CABLE SLEEVES</b>											
35.1	Seal off cable sleeve ends.	No	1									
36	<b>CUT EXISTING BRANCHES TO CLEAR OVERHEAD LINES</b>											
	Cut the following branches to clear overhead lines.											
36.1LI	Branches up to 100mm dia.	No	1									
36.2LI	Branches up to 200mm dia.	No	1									
36.3LI	Branches up to 300mm dia.	No	1									
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ITEM	DESCRIPTION	UNIT	QUAN-TITY	YEAR 1		YEAR 2		YEAR 3	
				RATE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT
36.3LI	<b>BROUGHT FORWARD FROM PREVIOUS PAGE</b> Branches above 300mm dia.	No	1						
37	<b>SERVICE AND TIDY EXISTING DISTRIBUTION KIOSK</b>								
37.1	Tidy, make safe and label	No	1						
37.2	Clean sand paper and spray paint an existing distribution kiosk e.g.1000mmx1000mmx350mm.	m <sup>2</sup>	1						
37.3	Hasp and staple at a distribution kiosk.	No	1						
37.4	Key alike lock for a distribution kiosk. (Viro Type 50mm)	No	1						
38	<b>METERING EQUIPMENT</b>								
38.1	An ABB Vision 5A electronic meter complete.	No	1						
39	<b>STREET LIGHT CONTROL</b>								
39.1	Replace a street light control in a distribution kiosk or distribution board.	No	1						
39.2	Replace a street light installation timer.	No	1						
40	<b>STREET LIGHT POLE</b>								
	<b>Provide and install hot dipped galvanised streetlight poles.</b>								
40.1	10m mounting height	item	1						
40.2	11m mounting height	item	1						
41	<b>POLE CAPS</b>								
	Provide and install the pole caps.								
41.1	Pole cap for two streetlight fittings mounted horizontal.	No	1						
41.2	Pole cap for a single streetlight fittings mounted at 15°	No	1						
42	<b>STREETLIGHT POLE WIRING</b>								
42.1	Provide and install streetlight pole wiring.	No	1						
43	<b>EXCAVATION AND BACKFILLING FOR A STREET LIGHT POLE</b>								
43.1LI	Price for excavation and backfilling of a street light pole (+/- 1.5m). Back filling shall be compacted in 150mm layers.	No	1						
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ITEM	DESCRIPTION	UNIT	QUAN-TITY	RATE		YEAR 1 - AMOUNT	RATE		YEAR 2 - AMOUNT	RATE		YEAR 3 - AMOUNT
				YEAR 1	YEAR 2		YEAR 2	YEAR 3				
<b>BROUGHT FORWARD FROM PREVIOUS PAGE</b>												
44	<b>CABLE MARKER</b>											
44.1	Provide and install concrete cable route markers - 300mm high, 150mm x 150mm, at the top and 250 x 250mm at the bottom.	No	1									
45	<b>HASP AND STAPLE</b>											
45.1	Hasp and staple at a distribution board.	No	1									
46	<b>KEY-ALIKE LOCK</b>											
46.1	Key-alike lock for a distribution board. (50mm Viro Type)	No	1									
47	<b>CHECK DISTRIBUTION BOARD EARTH</b>											
47.1	Check earthing at each distribution board and provide a written report.	No	1									
48	<b>SWITCHGEAR</b>											
Replace the following switchgear. The replacement costs shall include for connecting, testing and commission of the switchgear. The installed switchgear shall match existing. All DB cover plates should close. (Safety).												
<b>CIRCUIT BREAKERS</b>												
48.1	1A, 2A, 1P 5kA - din rail or mini rail, Curve 2 - single space - 13mm	No	1									
48.2	5A to 25A, 1P 5kA - din rail or mini rail, Curve 2 - single space - 13mm	No	1									
48.3	1-PHASE-NEUTRAL, -10A to 25A 5kA - din rail or mini rail, Curve 2 - single space - 26mm	No	1									
48.4	10A to 25A 2P 5kA - din rail or mini rail, Curve 2 - single space - 26mm	No	1									
48.5	10A to 25A 3P 5kA - din rail or mini rail, Curve 2 - single space - 39mm	No	1									
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ITEM	DESCRIPTION	UNIT	QUAN-TITY	RATE		YEAR 1 - AMOUNT		RATE		YEAR 2 - AMOUNT		RATE		YEAR 3 - AMOUNT	
				YEAR 1	YEAR 2	YEAR 1	YEAR 2	YEAR 3	YEAR 3						
<b>BROUGHT FORWARD FROM PREVIOUS PAGE</b>															
48.6	10A to 25A 1P 5kA - din rail or mini rail, Curve 1 - single space - 13mm	No	1												
48.7	10A to 25A 3P 5kA - din rail or mini rail, Curve 1 - single space - 39mm	No	1												
48.8	1A, 2A 1P 5kA - din rail or mini rail, Curve 2 - double space - 26mm	No	1												
48.9	5A to 63A 1P 5kA - din rail or mini rail, Curve 2 - double space - 26mm	No	1												
48.10	80A to 100A 1P 5kA - din rail or mini rail, Curve 2 - double space - 26mm	No	1												
48.11	10A to 63A 2P 5kA - din rail or mini rail, Curve 2 - double space - 52mm	No	1												
48.12	1-PHASE + NEUTRAL - 10A to 63A 5kA - din rail or mini rail, Curve 2 - double space - 52mm	No	1												
48.13	10A to 63A 3P 5kA - din rail or mini rail, Curve 2 - double space - 78mm	No	1												
48.14	80A 3P 5kA - din rail or mini rail, Curve 2 - double space - 78mm	No	1												
48.15	100A 3P 5kA - din rail or mini rail, Curve 2 - double space - 78mm	No	1												
48.16	10A to 63A 1P 5kA - din rail or mini rail, Curve 1 - double space - 26mm	No	1												
48.17	80A 1P 5kA - din rail or mini rail, Curve 1 - double space - 26mm	No	1												
48.18	10A to 63A 3P 5kA - din rail or mini rail, Curve 1 - double space - 78mm	No	1												
48.19	80A 3P 5kA - din rail or mini rail, Curve 1 - double space - 78mm	No	1												
48.20	100A 3P 5kA - din rail or mini rail, Curve 1 - double space - 78mm	No	1												
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ITEM	DESCRIPTION	UNIT	QUAN-TITY	YEAR 1 -		YEAR 2 -		YEAR 3 -	
				RATE YEAR 1	AMOUNT	RATE YEAR 2	AMOUNT	RATE YEAR 3	AMOUNT
<b>BROUGHT FORWARD FROM PREVIOUS PAGE</b>									
48.21	10A to 60A 1P 5kA - surface, Curve 2 - double space - 26mm	No	1						
48.22	70A to 100A 1P 5kA - surface, Curve 2 - double space - 26mm	No	1						
48.23	10A to 60A 3P 5kA - surface, Curve 2 - double space - 78mm	No	1						
48.24	70A & 80A 3P 5kA - surface, Curve 2 - double space - 78mm	No	1						
48.25	90A & 100A 3P 5kA - surface, Curve 2 - double space - 78mm	No	1						
48.26	10A to 60A 1P 5kA - surface, Curve 1 - double space - 26mm	No	1						
48.27	70A & 80A 1P 5kA - surface, Curve 1 - double space - 26mm	No	1						
48.28	90A & 100A 1P 5kA - surface, Curve 1 - double space - 26mm	No	1						
48.29	10A to 60A 3P 5kA - surface, Curve 1 - double space - 78mm	No	1						
48.30	70A & 80A 3P 5kA - surface-Curve 1 - double space - 78mm	No	1						
48.31	90A & 100A 3P 5kA - surface, Curve 1 - double space - 78mm	No	1						
48.32	10A to 60A 1P 10kA - mini rail, Curve 2 - double space - 26mm	No	1						
48.33	70A & 80A 1P 10kA - mini rail, Curve 2 - double space - 26mm	No	1						
48.34	1-PHASE +NEUTRAL - 10A to 60A 10kA - mini rail, Curve 2 - double space - 52mm	No	1						
48.35	10A to 60A 3P 10kA - mini rail, Curve 2 - double space - 78mm	No	1						
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ITEM	DESCRIPTION	UNIT	QUAN-TITY	RATE		YEAR 1 - AMOUNT	RATE		YEAR 2 - AMOUNT	RATE		YEAR 3 - AMOUNT
				YEAR 1	YEAR 2		YEAR 2	YEAR 3				
<b>BROUGHT FORWARD FROM PREVIOUS PAGE</b>												
48.36	70A & 80A 3P 10kA - mini rail, Curve 2 - double space - 78mm	No	1									
48.37	100A 3P 10kA - mini rail, Curve 2 - double space - 78mm	No	1									
48.38	10A to 60A 1P 10kA - mini rail, Curve 1 - double space - 26mm	No	1									
48.39	70A & 80A 1P 10kA - mini rail, Curve 1 - double space - 26mm	No	1									
48.40	10A to 60A 3P 10kA - mini rail, Curve 1 - double space - 78mm	No	1									
48.41	70 A to 100A 3P 10kA - mini rail, Curve 1 - double space - 78mm	No	1									
48.42	15A to 60A 1P 15kA - surface mounted thermal magnetic	No	1									
48.43	70A to 100A 1P 15kA - surface mounted thermal magnetic	No	1									
48.44	15A to 60A 3P 15kA - surface mounted thermal magnetic	No	1									
48.45	70A to 100A 3P 15kA - surface mounted thermal magnetic	No	1									
48.46	125A 3P 15kA - surface mounted thermal magnetic	No	1									
48.47	150A to 160A 3P 15kA - surface mounted thermal magnetic	No	1									
48.48	175A to 225A 3P 15kA - surface mounted thermal magnetic	No	1									
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ITEM	DESCRIPTION	UNIT	QUAN-TITY	RATE		YEAR 1 - AMOUNT	RATE		YEAR 2 - AMOUNT	RATE		YEAR 3 - AMOUNT
				YEAR 1	YEAR 2		YEAR 2	YEAR 3				
<b>BROUGHT FORWARD FROM PREVIOUS PAGE</b>												
48.49	300A 3P 20kA - surface mounted hydraulic magnetic	No	1									
48.50	350A & 400A 3P 20kA - surface mounted hydraulic magnetic	No	1									
48.51	450A & 500A 3P 20kA - surface mounted hydraulic magnetic	No	1									
48.52	600A 3P 20kA - surface mounted hydraulic magnetic	No	1									
48.53	15A to 60A 1P 25kA - thermal magnetic	No	1									
48.54	70A to 100A 1P 25kA - thermal magnetic	No	1									
48.55	15A to 60A 3P 25kA - thermal magnetic	No	1									
48.56	70A to 100A 3P 25kA - thermal magnetic	No	1									
48.57	125A 3P 25kA - thermal magnetic	No	1									
48.58	150A to 160A 3P 25kA - thermal magnetic	No	1									
48.59	175A to 225A 3P 25kA - thermal magnetic	No	1									
48.60	250A 3P 25kA - thermal magnetic	No	1									
48.61	300A to 400A 3P 25kA - thermal magnetic	No	1									
48.62	25kA hydraulic magnetic surface mounted circuit breakers.	No	1									
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ITEM	DESCRIPTION	UNIT	QUAN-TITY	RATE		YEAR 1 - AMOUNT	RATE		YEAR 2 - AMOUNT	RATE		YEAR 3 - AMOUNT
				YEAR 1	YEAR 2		YEAR 2	YEAR 3				
	<b><u>BROUGHT FORWARD FROM PREVIOUS PAGE</u></b>											
48.63	15A to 60A 3P 25kA - hydraulic magnetic surface mounted circuit breakers.	No	1									
48.64	70A to 100A 3P 25kA - hydraulic magnetic surface mounted circuit breakers.	No	1									
48.65	125A 3P 25kA - hydraulic magnetic surface mounted circuit breakers.	No	1									
48.66	150A 3P 25kA - hydraulic magnetic surface mounted circuit breakers.	No	1									
48.67	160A to 200A 3P 25kA - hydraulic magnetic surface mounted circuit breakers.	No	1									
48.68	225A 3P 25kA - hydraulic magnetic surface mounted circuit breakers.	No	1									
48.69	250A 3P 25kA - hydraulic magnetic surface mounted circuit breakers.	No	1									
48.7	300A to 630A, 35kA surface mounted adjustable circuit breakers.	No	1									
48.71	400A to 800A, 35kA min surface mounted adjustable circuit breakers.	No	1									
49	<b><u>CIRCUIT BREAKER ACCESSORIES</u></b>											
	<b><u>MECHANICAL INTERLOCKED AUTOMATED CHANGE OVER CIRCUIT BREAKER ASSEMBLIES</u></b>											
	<b><u>CIRCUIT BREAKER AUXILIARY SWITCH</u></b>											
49.1	For 15A to 225A 15kA to 35kA circuit breakers e.g. CBI - F35D	No	1									
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ITEM	DESCRIPTION	UNIT	QUANTITY	YEAR 1		YEAR 2		YEAR 3	
				RATE	YEAR 1 - AMOUNT	RATE	YEAR 2 - AMOUNT	RATE	YEAR 3 - AMOUNT
<b>BROUGHT FORWARD FROM PREVIOUS PAGE</b>									
49.2	For 100A to 400A 25kA to 35kA circuit breakers e.g. CBI - K35D	No	1						
49.3	<b>CIRCUIT BREAKER SOLENOID OPERATOR</b> For 15A to 225A 15kA to 35kA circuit breakers e.g. CBI - F35D	No	1						
49.4	For 100A to 400A 25kA to 35kA circuit breakers e.g. CBI - K35D	No	1						
<b>MECHANICAL INTERLOCK AND BASE PLATE</b>									
49.5	For 15A to 225A 15kA to 35kA circuit breakers e.g. CBI - F35D	No	1						
49.6	For 100A to 400A 25kA to 35kA circuit breakers e.g. CBI - K35D	No	1						
<b>CYLINDRICAL LOCK</b>									
49.7	A cylindrical lock with different key for a 100A to 400A 25kA to 35kA circuit breaker e.g. CBI - K35D	No	1						
<b>MOTORISED CHANGE OVER</b>									
49.8	125A 3-pole motorised changeover - SOCOMEC ATYS 3s type.	No	1						
49.9	160A 3-pole motorised changeover - SOCOMEC ATYS 3s type.	No	1						
49.10	250A 3-pole motorised changeover - SOCOMEC ATYS 3s type.	No	1						
49.11	400A 3-pole motorised changeover - SOCOMEC ATYS 3s type.	No	1						
49.12	630A 3-pole motorised changeover - SOCOMEC ATYS 3s type.	No	1						
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ITEM	DESCRIPTION	UNIT	QUAN-TITY	YEAR 1		YEAR 1 - AMOUNT	YEAR 2		YEAR 2 - AMOUNT	YEAR 3		YEAR 3 - AMOUNT
				RATE	RATE		RATE	RATE				
49.13	<b>BROUGHT FORWARD FROM PREVIOUS PAGE</b> 800A 3-pole motorised changeover - SOCOMEC ATxS 3s type.	No	1									
50	<b>ISOLATORS / SWITCH DISCONNECTORS</b> Replace the following isolators/switch disconnectors. The replacement costs shall include for connecting, testing and commissioning of the isolator/switch disconnector. The installed isolator/switch disconnector shall match existing. All DB cover plates should close. (Safety).	No	1									
50.1	63A 2P 5kA - din or mini rail - double space 52mm	No	1									
50.2	100A 2P 5kA - din or mini rail - double space 52mm	No	1									
50.3	63A 3P 5kA - din or mini rail - single space 39mm	No	1									
50.4	63A 3P 5kA - din or mini rail - double space 78mm	No	1									
50.5	100A 3P 5kA - din or mini rail - double space 78mm	No	1									
50.6	60A 2P 10kA - din or mini rail - double space 52mm	No	1									
50.7	100A 2P 10kA - din or mini rail - double space 52mm	No	1									
50.8	60A 3P 10kA - din or mini rail - double space 78mm	No	1									
50.9	100A 3P 10kA - din or mini rail - double space 78mm	No	1									
50.10	250A 3P 20kA - surface mounted	No	1									
50.11	300A 3P 20kA - surface mounted	No	1									
50.12	400A 3P 20kA - surface mounted	No	1									
50.13	450A 3P 20kA - surface mounted	No	1									
50.14	500A 3P 20kA - surface mounted	No	1									
50.15	600A 3P 20kA - surface mounted isolators/disconnectors.	No	1									
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ITEM	DESCRIPTION	UNIT	QUANTITY	RATE			YEAR 2 - AMOUNT	YEAR 3 - AMOUNT
				YEAR 1	YEAR 2	YEAR 3		
<b>BROUGHT FORWARD FROM PREVIOUS PAGE</b>								
51	<b>PHOTO CELL BY-PASS SWITCH</b>							
51.1	5kA (Test switch) single space 13mm - din or mini rail mounted.	No	1					
51.2	5kA (Test switch) double space 26mm - din or mini rail mounted.	No	1					
51.3	10A, 1-Pole 5kA MCB (Test switch) double space 26mm - surface mounted in distribution board <b>behind the front panel.</b>	No	1					
52	<b>EARTH LEAKAGE UNITS</b>							
Replace the following Earth leakage units. The replacement costs shall include for connecting, testing and commissioning of the Earth Leakage unit. The installed earth leakage unit shall match existing. All DB cover plates should close. (Safety).								
52.1	30mA, three phase earth leakage 60A isolator type 5kA - single space 78mm.	No	1					
52.2	30mA, three phase earth leakage 80A isolator type 5kA - double space 117mm.	No	1					
52.3	30mA, single phase earth leakage 60A isolator type 5kA - single space 26mm.	No	1					
52.4	30mA, single phase earth leakage 60A/100A isolator type 5kA - double space 65mm.	No	1					
52.5	30mA, single phase earth leakage 20A circuit breaker type 5kA - single space 26mm.	No	1					
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				YEAR 1 -	YEAR 2 -		YEAR 3 - APRIL	YEAR 3 -				
<b>BROUGHT FORWARD FROM PREVIOUS PAGE</b>												
52.6	30mA, single phase earth leakage 20A circuit breaker type 5kA - double space 65mm.	No	1									
53	<b>FUSES</b> Replace of din rail or mini rail mounted HRC fuse complete	No	1									
53.1	0 - 10A din rail or mini rail mounted HRC fuse.	No	1									
53.2	10-20A din rail or mini-rail mounted HRC fuse.	No	1									
53.3	100A to 250A HRC fuse in an existing fused switch.	No	1									
53.4	<b>Metering/control HRC fuse complete with base and fuse.</b>	No	1									
53.5	6-10A Replace an existing metering/control HRC fuse	No	1									
54	<b>CIRCUIT BREAKER SPACE BLANK PLATES</b>	No	1									
54.1	Circuit breaker space blank plate.	No	1									
55	<b>CONTACTORS</b> Replace the following contactors. The replacement costs shall include for connecting, testing and commissioning of the contractor. The installed contactor shall match existing.	No	1									
55.1	630A 3P AC3 rating - 2 x n/o & 2 x n/c aux. contact	No	1									
55.2	400 - 450A 3P AC3 rating - 2 x n/o & 2 x n/c aux. contact	No	1									
55.3	310 - 320A 3P AC3 rating - 2 x n/o & 2 x n/c aux. contact	No	1									
55.4	250 - 265A 3P AC3 rating - 2 x n/o & 2 x n/c aux. contact	No	1									
55.5	150A 3P AC3 rating - 2 x n/o & 2 x n/c aux. contact	No	1									
55.6	95 - 105A 3P AC3 rating - 2 x n/o & 2 x n/c aux. contact	No	1									
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				RATE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT
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55.7	80-85 A 3P AC3 rating - 2 x n/o & 2 x n/c aux. contact	No	1						
55.8	60 - 65A 3P AC3 rating - 2 x n/o & 2 x n/c aux. contact	No	1						
55.9	30 - 32A 3P AC3 rating - 2 x n/o & 2 x n/c aux. contact	No	1						
55.10	20 - 25A 3P AC3 rating - 1 x n/o & 1 x n/c aux. contact	No	1						
55.11	15A - 16A 3P AC3 rating - 1 x n/o & 1 x n/c aux. contact	No	1						
55.12	10 - 12A 3P AC3 rating - 1 x n/o & 1 x n/c aux. contact	No	1						
55.13	60 - 65A 3P AC3 rating - 2 x n/o & 2 x n/c aux. contact	No	1						
55.14	30 - 32A 3P AC3 rating - 2 x n/o & 2 x n/c aux. contact	No	1						
55.15	20 - 25A 3P AC3 rating - 1 x n/o & 1 x n/c aux. contact	No	1						
55.16	15A - 16A 3P AC3 rating - 1 x n/o & 1 x n/c aux. contact	No	1						
55.17	10 - 12A 3P AC3 rating - 1 x n/o & 1 x n/c aux. contact	No	1						
55.18	10 - 20A 3P AC1 rating surface, mini rail or din rail mounted - 1 x n/o & 1 x n/c aux. contact	No	1						
56	<b>CONTACTOR COILS</b>								
56.1	630A 3P	No	1						
56.2	400 - 450A	No	1						
56.3	310 - 320A 3P	No	1						
56.4	250 - 265A 3P	No	1						
56.5	150A 3P	No	1						
56.6	95 - 105A 3P	No	1						
56.7	80-85 A 3P	No	1						
56.8	60 - 65A 3P	No	1						
56.9	30 - 32A 3P	No	1						
56.10	20 - 25A 3P	No	1						
56.11	15A - 16A 3P	No	1						
56.12	10 - 12A 3P	No	1						
57	<b>CONTACT KIT FOR CONTACTORS</b>								
57.1	630A 3P	No	1						
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ITEM	DESCRIPTION	UNIT	QUANTITY	YEAR 1 - AMOUNT		YEAR 2 - AMOUNT		YEAR 3 - AMOUNT	
				RATE YEAR 1	RATE YEAR 2	RATE YEAR 3	RATE YEAR 3		
<b>BROUGHT FORWARD FROM PREVIOUS PAGE</b>									
57.2	400 - 450A 3P	No	1						
57.3	310 - 320A 3P	No	1						
57.4	250 - 265A 3P	No	1						
57.5	150A 3P	No	1						
57.6	95 - 105A 3P	No	1						
57.7	80-85 A 3P	No	1						
57.8	60 - 65A 3P	No	1						
58	<b>THERMAL OVERLOAD RELAYS</b>								
	Thermal overload relay...								
58.1	For contactors up to 16A (AC3)	No	1						
58.2	For contactors up to 40A (AC3)	No	1						
59	<b>MECHANICAL INTERLOCK FOR CHANGE OVER CONTACTORS</b>								
	mechanical interlock								
59.1	0 - 50A	No	1						
59.2	90-125A	No	1						
59.3	160-800A	No	1						
60	<b>CONTROL RELAYS</b>								
60.1	11-pin, 10A, plug in control relay complete with base	No	1						
60.2	Automotive solenoid control relay 24V DC...	No	1						
60.3	Starter solenoid control relay.	No	1						
61	<b>SELECTOR SWITCHES THREE-WAY</b>								
61.1	Up to 30A, 3P, 3-way.	No	1						
61.2	Up to 100A, 3P, 3-way	No	1						
61.3	Up to 200A, 3P, 3-way.	No	1						
61.4	Up to 250A, 3P, 3-way	No	1						
61.5	Up to 500A, 3P, 3-way	No	1						
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62	<b>TIMER</b>								
62.1	Rail mounted timer	No	1						
63	<b>SURGE PROTECTION IN DISTRIBUTION BOARDS</b>								
63.1	Lightning protection surge arrester - 1P-5kA	No	1						
63.2	Lightning protection surge arrester - 1P-20kA	No	1						
64	<b>230V/12/24V TRANSFORMER</b>								
64.1	300VA 230/24V or 230/12V transformer.	No	1						
65	<b>KVA and kWh METERS</b>								
65.1	Three phase 40 - 100A surface mounted kVA meter	No	1						
65.2	Single phase 20 - 80A surface mounted kWh	No	1						
65.3	Three phase 40A - 100A surface mounted kWh	No	1						
65.4	Single phase 65A rail mounted (1P+N) kWh	No	1						
65.5	Three phase 65A rail mounted (3P+N) kWh	No	1						
66	<b>REPLACE METERING CURRENT TRANSFORMERS</b>								
66.1	Up to 650:5A	No	1						
66.2	Up to 500:5A	No	1						
66.3	Up to 300:5A	No	1						
66.4	Up to 100:5A	No	1						
67	<b>INDICATING METERS IN KIOSKS/DISTRIBUTION BOARDS</b>								
67.1	Indicating AC volt-meter	No	1						
67.2	Direct and maximum demand indicating AC ammeter	No	1						
67.3	DC volt meter	No	1						
67.4	Direct indicating DC ammeter (96x96).	No	1						
68	<b>VOLT METER ROTARY SWITCH</b>								
68.1	7-way volt meter rotary switch	No	1						
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69	<b>TERMINAL BLOCKS</b> Din rail mounted terminal blocks	No	1						
69.1	Terminal blocks up to 15A - 2.5mm <sup>2</sup> wire p.m	No	1						
69.2	Terminal blocks up to 30A - 6mm <sup>2</sup> wire p.m	No	1						
69.3	Terminal blocks up to 60A - 16mm <sup>2</sup> wire p.m	No	1						
69.4	Terminal blocks up to 80A - 25mm <sup>2</sup> wire p.m	No	1						
69.5	Terminal blocks up to 150A - 70mm <sup>2</sup> wire p.m	No	1						
69.6	Terminal blocks up to 225A - 120mm <sup>2</sup> wire p.m	No	1						
70	<b>LEGEND CARD</b>	No	1						
70.1	Legend card to suit new circuits.	No	1						
71	<b>AS BUILT DRAWINGS IN KIOSKS AND DISTRIBUTION BOARDS</b>	No	1						
71.1	A4 paper size "As Built"	No	1						
71.2	A3 paper size "As Built"	No	1						
72	<b>OUTLET POINT LAMINATED LABEL</b>	No	1						
72.1	New label - minimum 9mm with 5mm letter height, Brother P-Touch	No	1						
73	<b>REPLACE CONDUIT AND ACCESSORIES (FIXING MATERIALS INCLUSIVE)</b>	m	1						
73.1	32mm dia PVC conduit	m	1						
73.2	25mm dia PVC conduit	m	1						
73.3	20mm dia PVC conduit	m	1						
73.4	50mm dia PVC conduit	m	1						
73.5	50mm dia black enamelled	m	1						
73.6	32mm dia black enamelled	m	1						
73.7	25mm dia black enamelled	m	1						
73.8	20mm dia black enamelled	m	1						
73.9	50mm dia galvanised conduit	m	1						
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				YEAR 1	YEAR 2		YEAR 2	YEAR 3				
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73.10	32mm dia galvanised conduit	m	1									
73.11	25mm dia galvanised conduit	m	1									
73.12	20mm dia galvanised conduit	m	1									
	<b>Slow bends for conduit</b>											
73.13	20mm die galvanised conduit slow bend	No	1									
73.14	25mm die galvanised conduit slow bend	No	1									
73.15	32mm die galvanised conduit slow bend.	No	1									
73.16	50mm dia galvanised conduit slow bend.	No	1									
73.17	20mm dia PVC conduit slow bend.	No	1									
73.18	25mm dia PVC conduit slow bend.	No	1									
73.19	32mm dia PVC conduit slow bend.	No	1									
73.20	50mm dia PVC conduit slow bend.	No	1									
73.21	20mm dia black enamelled conduit slow bend.	No	1									
73.22	25mm dia black enamelled conduit slow bend.	No	1									
73.23	32mm dia black enamelled conduit slow bend.	No	1									
73.24	50mm dia black enamelled conduit slow bend	No	1									
	<b>2.5m long PVC flexible conduit</b>											
73.25	32mm dia 2.5m long PVC flexible conduit connection including adaptors.	No	1									
73.26	25mm dia 2.5m long PVC flexible conduit connection including adaptors.	No	1									
73.27	20mm dia 2.5m long PVC flexible conduit connection including adaptors.	No	1									
	<b>2.5m long steel PVC coated flexible</b>											
73.28	32mm dia 2.5m long steel PVC coated flexible conduit connection including adaptors.	No	1									
73.29	25mm dia 2.5m long steel PVC coated flexible conduit connection including adaptors.	No	1									
73.30	20mm dia 2.5m long steel PVC coated flexible conduit connection including adaptors.	No	1									
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<b>CONDUIT BOXES</b>									
73.31	20 and 25mm dia round galvanised steel, 1-4 way or back entry	No	1						
73.32	100x50mm galvanised steel	No	1						
73.33	100x100mm galvanised steel	No	1						
73.34	20 and 25mm dia black enamelled steel, 1-4 way or back entry	No	1						
73.35	100x50mm white metal	No	1						
73.36	100x100mm galvanised white metal	No	1						
73.37	20 and 25mm dia pvc round.	No	1						
73.38	100x50mm pvc	No	1						
73.39	100x100mm pvc	No	1						
<b>EXTENSION BOXES</b>									
73.40	100 x 50 x 50mm - metal extension boxes.	No	1						
73.41	100 x 100 x 50mm - metal extension boxes.	No	1						
73.42	100 x 50 x 50mm PVC extension boxes.	No	1						
73.43	100 x 100 x 50mm PVC extension boxes	No	1						
<b>CONDUIT BOX COVER PLATES</b>									
73.44	Blank galvanised round box cover plates.	No	1						
73.45	Blank white or ivory round box cover plates.	No	1						
73.46	Blank PVC round box cover plates.	No	1						
73.47	Blank galvanised pvc size round box cover plates.	No	1						
73.48	Blank over size white or ivory round box cover plates.	No	1						
73.49	Blank PVC over size round box cover plates.	No	1						
73.50	Blank 100x50 white or ivory cover plates PVC or steel.	No	1						
73.51	Blank 100x100 white or ivory cover plates PVC or steel.	No	1						
<b>REPLACE POWER SKIRTING AND POWER TRUNKING</b>									
74	<b>METAL POWER SKIRTING</b>								
74.1	Single compartment P802 - installed on a wall.	m	1						
74.2	Two compartment P801 - installed on a wall	m	1						
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74.3	Galvanised wiring duct P8000 in roof space	m	1						
74.4	Galvanised wiring duct P9000 in roof space.	m	1						
74.5	Galvanised P2000 wiring channel in roof space.	m	1						
	<b>Replace an existing or provide and install the following new 90° flat elbow for the following:</b>								
74.6	P802 90° flat elbow.	No	1						
74.7	P801 90° flat elbow.	No	1						
74.8	P8000 90° flat elbow.	No	1						
74.9	P9000 90° flat elbow.	No	1						
	<b>Replace an existing or provide and install the following new 90° inner- or outer corner piece for the following metal power skirting or power trunking:</b>								
74.10	P802 90° inner- or outer corner piece.	No	1						
74.11	P801 90° inner- or outer corner piece.	No	1						
74.12	P8000 90° inner- or outer corner piece.	No	1						
74.13	P9000 90° inner- or outer corner piece.	No	1						
	<b>Replace an existing or provide and install the following new end-caps for the following metal power skirting or power trunking:</b>								
74.14	P802 end-caps.	No	1						
74.15	P801 end-caps.	No	1						
74.16	P8000 end-caps.	No	1						
74.17	P9000 end-caps.	No	1						
75	<b>PVC POWER SKIRTING (For coastal areas)</b> Cabstrut/Jupiter								
75.1	Single cover single compartment PVC (BD152).	m	1						
75.2	Two compartment, two cover PVC (BD162).	m	1						
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75.3	90° inner- or outer corner piece for the following PVC power skirting: Single cover single compartment PVC (BD152 ) 90° inner- or outer corner piece.	No	1						
75.4	Two compartment, two cover PVC (BD162) 90° inner- or outer corner piece.	No	1						
75.5	end-caps Single cover single compartment PVC (BD152) end-caps.	No	1						
75.6	Two compartment, two cover PVC (BD162) end-caps.	No	1						
<b>PVC DUCTING</b>									
75.7	YT1 ducting.	m	1						
75.8	YT2 ducting	m	1						
75.9	YT3 ducting	m	1						
75.10	YT4 ducting	m	1						
75.11	YT5 ducting	m	1						
<b>End cap for PVC ducting</b>									
75.12	End cap for YT1	No	1						
75.13	End cap for YT2	No	1						
75.14	End cap for YT3	No	1						
75.15	End cap for YT4	No	1						
75.16	End cap for YT5	No	1						
<b>REPLACE CABLE TRAY</b>									
76	surface mounted.								
76.1	50mm galvanised	m	1						
76.2	76mm galvanised	m	1						
76.3	100mm galvanised	m	1						
76.4	150mm galvanised	m	1						
76.5	200mm galvanised	m	1						
76.6									
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77	<b>REWIRING OF CIRCUITS IN EXISTING CONDUITS</b>								
77.1	1 x 1.5mm <sup>2</sup> PVC conductor	m	1						
77.2	1 x 2.5mm <sup>2</sup> PVC conductor	m	1						
77.3	1 x 4mm <sup>2</sup> PVC conductor	m	1						
77.4	1 x 6mm <sup>2</sup> PVC conductor	m	1						
77.5	1 x 10mm <sup>2</sup> PVC conductor	m	1						
77.6	1 x 2.5mm <sup>2</sup> bare copper earth	m	1						
77.7	1 x 4mm <sup>2</sup> bare copper earth	m	1						
77.8	1 x 6mm <sup>2</sup> bare copper earth	m	1						
78	<b>REWIRING OF PVC INSULATED CONDUCTORS</b>								
78.1	35mm <sup>2</sup> PVC conductors	m	1						
78.2	25mm <sup>2</sup> PVC conductors	m	1						
78.3	16mm <sup>2</sup> PVC conductors	m	1						
78.4	10mm <sup>2</sup> PVC conductors	m	1						
78.5	6mm <sup>2</sup> PVC conductors	m	1						
78.6	4mm <sup>2</sup> PVC conductors	m	1						
78.7	2.5mm <sup>2</sup> PVC conductors	m	1						
78.8	1.5mm <sup>2</sup> PVC conductors	m	1						
79	<b>BARE COPPER EARTH CONDUCTOR</b>								
79.1	75 mm <sup>2</sup> bare copper earth conductors	m	1						
79.2	50 mm <sup>2</sup> bare copper earth conductors	m	1						
79.3	25 mm <sup>2</sup> bare copper earth conductors	m	1						
79.4	16 mm <sup>2</sup> bare copper earth conductors	m	1						
79.5	10 mm <sup>2</sup> bare copper earth conductors	m	1						
79.6	6 mm <sup>2</sup> bare copper earth conductors	m	1						
79.7	4.0 mm <sup>2</sup> bare copper earth conductors	m	1						
79.8	2.5 mm <sup>2</sup> bare copper earth conductors	m	1						
80	<b>PVC INSULATED EARTH CONDUCTOR</b>								
80.1	10 mm <sup>2</sup> PVC insulated earth conductor	m	1						
80.2	6 mm <sup>2</sup> PVC insulated earth conductor	m	1						
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80.3	4 mm <sup>2</sup> PVC insulated earth conductor	m	1						
80.4	2.5 mm <sup>2</sup> PVC insulated earth conductor	m	1						
81	<b>DRAW WIRE</b>								
81.1	1,5mm <sup>2</sup> rust proof draw wire	m	1						
81.2	2mm <sup>2</sup> rust proof draw wire	m	1						
82	<b>TRAILING CABLES</b>								
82.1	2.5mm <sup>2</sup> x 4 core copper trailing cable.	m	1						
82.2	2.5mm <sup>2</sup> x 7 core copper trailing cable	m	1						
82.3	4.0mm <sup>2</sup> x 4 core copper trailing cable	m	1						
82.4	6.0mm <sup>2</sup> x 3 core copper trailing cable	m	1						
82.5	10mm <sup>2</sup> x 3 core copper trailing cable	m	1						
82.6	Gripper gland for a 2.5mm <sup>2</sup> x 4 core trailing cable.	No	1						
82.7	Gripper gland for a 2.5mm <sup>2</sup> x 7 core trailing cable.	No	1						
82.8	Gripper gland for a 4.0mm <sup>2</sup> x 4 core trailing cable.	No	1						
82.9	Gripper gland for a 6.0mm <sup>2</sup> x 3 core trailing cable.	No	1						
82.10	Gripper gland for a 10mm <sup>2</sup> x 3 core trailing cable.	No	1						
83	<b>SCREENED WIRING</b>								
83.1	1,5mm <sup>2</sup> x 2 core + E - Surfex 600/1000V grade	m	1						
83.2	1,5mm <sup>2</sup> x 4 core + E - Surfex 600/1000V grade	m	1						
83.3	2,5mm <sup>2</sup> x 2 core + E - Surfex 600/1000V grade	m	1						
83.4	2,5mm <sup>2</sup> x 4 core + E - Surfex 600/1000V grade	m	1						
83.5	4mm <sup>2</sup> x 2 core + E - Surfex 600/1000V grade	m	1						
83.6	4mm <sup>2</sup> x 4 core + E - Surfex 600/1000V grade	m	1						
83.7	Gripper gland for a 1,5mm <sup>2</sup> x 2 core + E - Surfex cable.	No	1						
83.8	Gripper gland for a 1,5mm <sup>2</sup> x 4 core + E - Surfex cable.	No	1						
83.9	Gripper gland for a 2,5mm <sup>2</sup> x 2 core + E - Surfex cable.	No	1						
83.10	Gripper gland for a 2,5mm <sup>2</sup> x 4 core + E - Surfex cable.	No	1						
83.11	Gripper gland for a 4mm <sup>2</sup> x 2 core + E - Surfex cable.	No	1						
83.12	Gripper gland for a 4mm <sup>2</sup> x 4 core + E - Surfex cable.	No	1						
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84	<b>FLAT TWIN AND EARTH WIRING</b>								
84.1	1,5mm <sup>2</sup> x 2 core + E - twin and earth	m	1						
84.2	2,5mm <sup>2</sup> x 2 core + E - twin and earth	m	1						
84.3	4mm <sup>2</sup> x 2 core + E - twin and earth	m	1						
84.4	Gripper gland for 1,5mm <sup>2</sup> x 2 core + E - twin and earth	No	1						
84.5	Gripper gland for 2,5mm <sup>2</sup> x 2 core + E - twin and earth	No	1						
84.6	Gripper gland for 4mm <sup>2</sup> x 2 core + E - twin and earth	No	1						
85	<b>CABTYRE FLEX</b>								
85.1	1,0 mm <sup>2</sup> x 3 core (2 + E) Cabtyre flex.	m	1						
85.2	1,5 mm <sup>2</sup> x 3 core (2 + E) Cabtyre flex.	m	1						
85.3	1,5 mm <sup>2</sup> x 5 core (4 + E) Cabtyre flex.	m	1						
85.4	2,5 mm <sup>2</sup> x 3 core (2 + E) Cabtyre flex.	m	1						
85.5	2,5 mm <sup>2</sup> x 5 core (4 + E) Cabtyre flex.	m	1						
85.6	2,5 mm <sup>2</sup> x 7 core (6 + E) Cabtyre flex.	m	1						
86	<b>WELDING CABLE</b>								
86.1	95mm <sup>2</sup> welding cable inside a distribution board.	m	1						
86.2	70mm <sup>2</sup> welding cable inside a distribution board.	m	1						
86.3	50mm <sup>2</sup> welding cable inside a distribution board.	m	1						
87	<b>LIGHT FITTINGS</b>								
<b>Replacement of light fittings with similar or approved equivalent.</b>									
87.1	Fluorescent - 2 x 58W industrial type open channel (wings) - conventional ballast.	No	1						
87.2	Fluorescent - 2 x 58W industrial type open channel (wings) - electronic ballast.	No	1						
87.3	Fluorescent - 1x58W open channel - conventional ballast.	No	1						
87.4	Fluorescent 1x58W open channel - electronic ballast.	No	1						
87.5	Fluorescent - 2 x 58W open channel - conventional ballast.	No	1						
87.6	Fluorescent - 2 x 58W open channel - electronic ballast.	No	1						
87.7	Fluorescent - 1 x 36W open channel - conventional ballast.	No	1						
87.8	Fluorescent - 1 x 36W open channel - electronic ballast.	No	1						
87.9	Fluorescent - 2 x 36W open channel - conventional ballast.	No	1						
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87.10	Fluorescent - 2 x 36W open channel - electronic ballast.	No	1						
87.11	Fluorescent - 1,5m - conventional ballasts and 2x58W cool white lamps.	No	1						
87.12	Fluorescent - 1,5m - electronic ballasts and 2x58W.	No	1						
87.13	Fluorescent - 1,2m - conventional ballasts and 2x36W.	No	1						
87.14	Fluorescent - 1,2m - electronic ballasts and 2x36W.	No	1						
87.15	Emergency fluorescent - 2 x 58W open channel - electronic ballasts.	No	1						
87.16	Emergency fluorescent - 2 x 36W open channel - electronic ballasts.	No	1						
87.17	Emergency fluorescent luminaire 2 x 10W.	No	1						
87.18	Corrosion proof fluorescent - - water tight diffuser, conventional ballast, 2 x 58W.	No	1						
87.19	Corrosion proof fluorescent -, water tight diffuser, electronic ballast 2 x 58W.	No	1						
87.20	Corrosion proof fluorescent - water tight diffuser, conventional ballast, 1 x 58W.	No	1						
87.21	Corrosion proof fluorescent - water tight diffuser, electronic ballast, 1 x 58W.	No	1						
87.22	Corrosion proof fluorescent -, water tight diffuser, conventional ballast, 2 x 36W.	No	1						
87.23	Corrosion proof fluorescent - water tight diffuser, electronic ballast, 2 x 36W.	No	1						
87.24	Corrosion fluorescent -, water tight diffuser, conventional ballast, 1 x 36W.	No	1						
87.25	Corrosion proof fluorescent -, water tight diffuser, electronic ballast, 1 x 36W.	No	1						
87.26	Flame proof fluorescent electronic ballasts, 2x36W.	No	1						
87.27	Fluorescent - recessed 1200mmx600mm, low brightness diffuser, conventional ballast 3x36W.	No	1						
87.28	Fluorescent - recessed 1200mmx600mm - low brightness diffuser, electronic ballast and 3x36W.	No	1						
87.29	Fluorescent - recessed 600mmx600mm - low brightness diffuser, conventional ballast and 3x18W.	No	1						
87.30	Fluorescent - recessed 600mmx600mm - low brightness diffuser, electronic ballast and 3x18W.	No	1						
87.31	Fluorescent - recessed 1200mmx600mm - acrylic, prismatic diffuser, conventional ballast and 3x36W.	No	1						
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87.32	Fluorescent - recessed decorative 1200mmx600mm acrylic, prismatic diffuser, electronic ballast and 3x36W.	No	1						
87.33	Fluorescent - recessed 1200mmx600mm - single parabolic white louvre - 12 cross blades, conventional ballast and 3x36W.	No	1						
87.34	Fluorescent - recessed 1200mmx600mm - single parabolic white louvre - 12 cross blades, electronic ballast and 3x36W.	No	1						
87.35	Fluorescent - recessed 600mmx600mm - single parabolic white louvre - 6 cross blades, conventional ballast and 3x18W.	No	1						
87.36	Fluorescent - recessed 600mmx600mm - single parabolic white louvre - 6 cross blades, electronic ballast and 3x18W.	No	1						
87.37	Fluorescent - surface mounted - low brightness diffuser, conventional ballast, 2x58W.	No	1						
87.38	Fluorescent - surface mounted - low brightness diffuser, electronic ballast, 2x58W.	No	1						
87.39	Fluorescent - surface mounted - low brightness diffuser, conventional ballast, 3x36W.	No	1						
87.40	Fluorescent - surface mounted - low brightness diffuser, electronic ballast, 3x36W.	No	1						
87.41	Fluorescent - surface mounted - acrylic prismatic diffuser, conventional ballast, 2x58W.	No	1						
87.42	Fluorescent - surface mounted - acrylic prismatic diffuser, electronic ballast, 2x58W.	No	1						
87.43	Fluorescent - surface mounted - acrylic prismatic diffuser, conventional ballast, 3x36W.	No	1						
87.44	Fluorescent - surface mounted - acrylic prismatic diffuser, electronic ballast, 3x36W.	No	1						
87.45	Fluorescent - surface mounted - acrylic prismatic diffuser, conventional ballast, 2x36W.	No	1						
87.46	Fluorescent - surface mounted - acrylic prismatic diffuser, electronic ballast, 2x36W.	No	1						
87.47	Fluorescent - surface mounted - tamper proof and vandal resistant, electronic ballast, 2x36W.	No	1						
87.48	Fluorescent - surface mounted - tamper proof and vandal resistant, electronic ballast, 2x36W, with 9W CFL night light.	No	1						
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87.49	Fluorescent - surface mounted - tamper proof and vandal resistant, electronic ballast, 2x58W.	No	1						
87.50	Fluorescent - surface mounted - tamper proof and vandal resistant, electronic ballast, 2x58W, with 9W CFL night light.	No	1						
87.51	Fluorescent - surface mounted - tamper proof and vandal resistant; electronic ballast, 2x36W with 2 x 4,5W LED night light.	No	1						
87.52	Fluorescent - surface mounted - tamper proof and vandal resistant, electronic ballast, 2x58W with 2 x 4,5W LED night light.	No	1						
84.53	Bowl type 200 dia glass IP55 bathroom fitting 20W energy saving BC/ES lamp.	No	1						
87.54	Bowl type 150, polycarbonate 13W energy saving BC/ES lamp.	No	1						
87.55	Bowl type polycarbonate 200, 20W energy saving.	No	1						
87.56	Bowl type open bowl 150 dia polycarbonate bathroom fitting 13W energy saving.	No	1						
87.57	Bowl type open bowl 200 dia polycarbonate bathroom fitting 20W energy saving.	No	1						
87.58	Pendant 1 light complete 13W, 15W or 20W energy saving BC/ES lamp.	No	1						
87.59	Pendant 2 light 13W; 15W or 20W energy saving BC/ES lamps.	No	1						
87.60	Pendant 3 light 13W, 15W or 20W energy saving BC/ES lamps.	No	1						
87.61	Incandescent external water tight - bottle type glass 13W, 15W or 20W energy saving BC/ES lamp.	No	1						
87.62	Bulkhead luminaire with 2xTC9W lamps, 2-ballasts,	No	1						
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87.63	Bulkhead luminaire with 1xTC-D 26W lamp.	No	1						
87.64	Bulkhead wall-mounted light fitting - die cast aluminium body 125W MV.	No	1						
87.65	Bulkhead wall-mounted light fitting - die cast aluminium body 2xTC-D 26W lamps.	No	1						
87.66	Bulkhead wall-mounted, rectangular - opal diffuser - die cast aluminium body with TC-D 26W lamp.	No	1						
87.67	Recessed downlighter - 1xTC-D-26W, 2m cord set including 5A 3-pin plug top.	No	1						
87.68	Recessed downlighter - 2xTC-D 26W, 2m cord set including 5A 3-pin plug top.	No	1						
87.69	Downlighter - 1 x 5W PL lamp - in the ceiling with 2m cord set including 5A 3-pin plug top.	No	1						
87.70	Surface downlighter - 1xTC-D 26W compact fluorescent lamp.	No	1						
87.71	Safe light - red surface (max 120x120mm) with 230V LED/s.	No	1						
87.72	Emergency ext. luminaire; charge-indicating LED, 1x26W PL lamp.	No	1						
87.73	Infra red dark room, safe light. 15W 230V "pearl" type pygmy ES lamp cord set - 5A 3-pin plug top.	No	1						
87.74	Over door or ceiling mounted prism LED lamp.	No	1						
87.75	Flood light wall mounted: 70W MH (external igniter).	No	1						
87.76	Flood light wall mounted: 70W HPS (external igniter).	No	1						
87.77	Flood light wall-mounted, 100W metal halide lamp.	No	1						
87.78	Flood light wall mounted with 250W MH-T lamp.	No	1						
87.79	Flood light wall mounted with 250W HPS/T lamp.	No	1						
87.80	Flood light pole or wall mounted with 250W HPS/T lamp.	No	1						
87.81	Flood light pole or wall mounted with 400W HPS/T lamp.	No	1						
87.82	Flood light pole or wall mounted with 250W MH-T lamp.	No	1						
87.83	Flood light pole or wall mounted with 400W MH-T lamp.	No	1						
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87.85	Post top 100W MH.	No	1						
87.86	Post top 70W HPS. AF	No	1						
87.87	Post top 100W HPS.	No	1						
87.88	Post top area light of the 100W MH type. Pole measured elsewhere.	No	1						
87.89	Post top with 2 x 26W CFL lamps.	No	1						
87.90	Streetlight, bottom or side entry - 70W MH.	No	1						
87.91	Streetlight, bottom or side entry - 70W HPS/T	No	1						
87.92	Streetlight, bottom or side entry -100W MH	No	1						
87.93	Streetlight, bottom or side entry - 100W HPS	No	1						
87.94	Streetlight, bottom or side entry - 250W MH	No	1						
87.95	Streetlight, bottom or side entry - 250W HPS	No	1						
87.96	Streetlight, bottom or side entry - 400W MH	No	1						
87.97	Streetlight, bottom or side entry - 400W HPS	No	1						
87.98	Streetlight, bottom or side entry - 2 x 26W CFL.	No	1						
88	<b>MAKE LIGHT OUTLET POINTS SAFE</b>								
88.1	Remove an existing light fitting make safe.	No	1						
89	<b>ADDITIONAL SUPPORT</b>								
89.1	Provide an additional wooden support in the roof.	No	1						
90	<b>DISCHARGE EMERGENCY FITTING BATTERIES</b>								
90.1	Discharge and recharge existing emergency light fitting batteries.	item	1						
91	<b>AREA LIGHT POLE</b>								
91.1	Fibreglass reinforced polyester pole 3,5m mounting height (4,1m)	No	1						
91.2	Fibreglass reinforced polyester pole 4m mounting height (4,6m)	No	1						
91.3	Fibreglass reinforced polyester pole 6m mounting height (7m)	No	1						
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91.4	Galvanised steel pole 4m mounting height 4,6mm thickness complete with base plate	No	1						
91.5	Galvanised steel pole 6m mounting height 4,6mm thickness complete with base plate	No	1						
92	<b>12M SCISSORS MAST POLE</b>								
92.1	12 meter hot dip galvanised - complete with concrete base and HDPE sleeve	item	1						
93	<b>OCCUPANCY SENSORS</b>								
93.1	flush, surface or wall mounted 360° dual technology	No	1						
93.2	high frequency ultra sonic ceiling sensor	No	1						
94	<b>LUMINAIRE AND LAMP MAINTENANCE</b>								
	<b>LIGHT FITTING SPARES</b>								
94.1	Porcelain or fiber glass gallery 84,5mm	No	1						
94.2	Porcelain or fiber glass gallery 99mm	No	1						
94.3	200mm bowl,	No	1						
94.4	150mm bowl,	No	1						
94.5	200mm bowl,	No	1						
94.6	200mm open bowl,	No	1						
94.7	150mm open bowl,	No	1						
94.8	200mm open bowl,	No	1						
94.9	ES brass lamp holder -all types.	No	1						
94.10	SES brass lamp holder	No	1						
94.11	BC brass lamp holder.	No	1						
94.12	BC or ES Porcelain lamp holder.	No	1						
94.13	Opal dome diffuser	No	1						
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95	<b>EMERGENCY FLUORESCENT BATTERY</b>											
95.1	5' or 4' emergency fluorescent fitting battery (1 hour @ 20%).	No	1									
95.2	Replace a battery pack for a WACO type 2 x 10W fluorescent emergency light fitting.	No	1									
96	<b>LAMPS</b>											
96.1	120W 24V halogen operating luminaire	No	1									
96.2	50W spot halogen lamp with integral metal reflector.	No	1									
96.3	50W/75W 12V pre-focused spot halogen lamp.	No	1									
96.4	40W BC/ES	No	1									
96.5	60W BC/ES	No	1									
96.6	100W BC/ES	No	1									
96.7	150W BC/ES	No	1									
96.8	200W BC/ES	No	1									
96.9	500W GES (giant)	No	1									
96.10	15W BC/ES Pigmy	No	1									
96.11	40W & 60W SBC/SES (small)	No	1									
96.12	40W & 60W BC/ES candle (small)	No	1									
96.13	Fluorescent slimline 2,4m cool white.	No	1									
96.14	Fluorescent switch start 1,5m cool white.	No	1									
96.15	Fluorescent switch start 1,2m cool white.	No	1									
96.16	Fluorescent switch start 1,5m warm white.	No	1									
96.17	Fluorescent switch start 1,2m warm white.	No	1									
96.18	Fluorescent 1,5m colour 24 58W.	No	1									
96.19	Fluorescent 1,2m colour 21 36W.	No	1									
96.20	Fluorescent 0,6m colour 21 18W.	No	1									
96.21	Fluorescent PL9	No	1									
96.22	Fluorescent PL13	No	1									
96.23	Fluorescent PL18	No	1									
96.24	Fluorescent PL26	No	1									
96.25	PAR 38 - all types	No	1									
96.26	70W HPS	No	1									
96.27	100W HPS	No	1									
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96.28	150W HPS/T	No	1						
96.29	250W HPS/T	No	1						
96.30	400W HPS/T	No	1						
96.31	160W Mercury blended	No	1						
96.32	250W Mercury blended	No	1						
96.33	80W HP Mercury vapour	No	1						
96.34	125W HP Mercury vapour	No	1						
96.35	250W HP Mercury vapour	No	1						
96.36	400W HP Mercury vapour	No	1						
96.37	500W Quarts Halogen floodlight lamp.	No	1						
96.38	70W Metal halide MH-T	No	1						
96.39	100W Metal halide MH-T	No	1						
96.40	250W Metal halide MH-T	No	1						
96.41	400W Metal halide MH-T	No	1						
97	<b>STARTER</b>								
97.1	FSU fluorescent lamp starter.	No	1						
98	<b>BALLASTS</b>								
98.1	Switch start for 1 lamp 1,5m.	No	1						
98.2	Switch start for 1 lamp 1,2m.	No	1						
98.3	For PL9 lamp	No	1						
98.4	For PL11 & PL13 lamp	No	1						
98.5	For PL18 lamp	No	1						
98.6	For PL26 lamp	No	1						
98.7	For 70W HPS/T lamp	No	1						
98.8	For 150W HPS/T lamp	No	1						
98.9	For 250W HPS/T lamp	No	1						
98.10	For 400W HPS/T lamp	No	1						
98.11	For 80W HP Mercury Vapour lamp	No	1						
98.12	For 125W HP Mercury Vapour lamp	No	1						
98.13	For 250W HP Mercury Vapour lamp	No	1						
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98.14	For 400W HP Mercury Vapour lamp	No	1						
98.15	250W Metal Halide	No	1						
98.16	400W Metal Halide	No	1						
98.17	Electronic control gNor for 54W T5 lamp	No	1						
98.18	Electronic control gNor for 35W T5 lamp	No	1						
99	<b>IGNITERS</b>								
99.1	For 70W HPS/T lamp	No	1						
99.2	For 150W HPS/T lamp	No	1						
99.3	For 250W HPS/T lamp	No	1						
99.4	For 400W HPS/T lamp	No	1						
99.5	For 250W Metal Halide lamp	No	1						
99.6	For 400W Metal Halide lamp	No	1						
100	<b>CAPACITORS</b>								
100.1	12 MFD for 70W HPS lamp	No	1						
100.2	1 x 20MFD for 150W HPS lamp	No	1						
100.3	2 x 20MFD for 250W HPS lamp	No	1						
100.4	For 400W HPS lamp	No	1						
100.5	8MFD for 80W HP Mercury Vapour lamp	No	1						
100.6	For 125W HP Mercury Vapour lamp	No	1						
100.7	20MFD for 250W HP Mercury Vapour lamp	No	1						
100.8	For 400W HP Mercury Vapour lamp	No	1						
100.9	2 x 20MFD for 250W Metal Halide lamp	No	1						
100.10	2 x 20MFD for 400W Metal Halide lamp	No	1						
101	<b>SWITCHES</b>								
101.1	16A single lever switch (Conduit box existing).	No	1						
101.2	16A two lever switch (Conduit box existing).	No	1						
101.3	16A three lever switch (Conduit box existing).	No	1						
101.4	16A four lever switch (Conduit box existing).	No	1						
101.5	16A two-way switch (Conduit box existing).	No	1						
101.6	16A intermediate switch (Conduit box existing).	No	1						
101.7	16A limit switch for darkroom film hopper protection.	No	1						
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102	<b>PULL SWITCH</b>								
102.1	Replace 16A pull switch	No	1						
102.2	Replace a canopy pull switch with nylon cord.	No	1						
103	<b>SURFACE INDUSTRIAL SWITCHES</b>								
103.1	16A single lever switch.	No	1						
103.2	16A two lever switch.	No	1						
104	<b>DIMMER SWITCHES</b>								
	100 x 50mm flush draw box.								
104.1	1000W dimmer switch (Conduit box existing)	No	1						
104.2	2000W dimmer switch (Conduit box existing)	No	1						
104.3	1200W dimmer + 1x1 lever switch (Conduit box existing).	No	1						
105	<b>WATER TIGHT SWITCHES</b>								
105.1	16A Water tight switch - silicon sNoler	No	1						
106	<b>DEVELOPMENT ROOM SWITCH</b>								
106.1	1 lever double pole switch.	No	1						
107	<b>BELL PUSH</b>								
107.1	16A single lever bell push.	No	1						
108	<b>TOGGLE SWITCH</b>								
108.1	20A single pole single throw toggle switch	No	1						
109	<b>STOP LOCK</b>								
109.1	Industrial stop lock push button.	No	1						
110	<b>PHOTOCELL</b>								
110.1	16A, plug in day light switch.	No	1						
110.2	16A bracket mounted day light switch.	No	1						
110.3	Day light switch in bulkhead luminaire - dummy	No	1						
<b>CARRIED FORWARD TO NEXT PAGE</b>									

ITEM	DESCRIPTION	UNIT	QUAN-TITY	RATE		YEAR 1 - AMOUNT		RATE		YEAR 2 - AMOUNT		YEAR 3 - AMOUNT	
				YEAR 1		YEAR 2		YEAR 3					
<b>BROUGHT FORWARD FROM PREVIOUS PAGE.</b>													
111	<b>SOCKET OUTLETS</b>												
	in existing draw box	No											
111.1	16A 3-pin single socket outlet in existing draw box	No	1										
111.2	16A 3-pin double socket outlet in existing draw box	No	1										
111.3	16A 3-pin single socket outlet with circuit breaker in existing draw box	No	1										
111.4	16A 3-pin dedicated single socket outlet in existing draw box	No	1										
111.5	16A 3-pin dedicated double in existing 100x100mm box,	No	1										
111.6	16A 3-pin single socket outlet in existing draw box	No	1										
111.7	5A 3-pin single unswitched socket outlet in a existing 50mm dia round box.	No	1										
	<b>in power skirting</b>												
111.8	16A 3-pin single socket outlet in power skirting	No	1										
111.9	16A 3-pin dedicated single socket outlet (D-pin - top) in power skirting	No	1										
111.10	16A 3-pin single socket outlet, double pole isolator switched in power skirting	No	1										
112	<b>SURFACE INDUSTRIAL SWITCHED SOCKET OUTLETS</b>												
112.1	16A 3-pin single plug - industrial type	No	1										
112.2	16A 3-pin double plug - industrial type	No	1										
113	<b>SOCKET OUTLET IN YORK BOX</b>												
113.1	Single socket outlet in a S15 York box	No	1										
114	<b>WELDING SOCKET OUTLET</b>												
114.1	63A 5 Pin switchable welding socket outlets with 63A isolator and plug.	No	1										
114.2	32A 5 Pin switchable welding socket outlet with 32A isolator and plug.	No	1										
115	<b>ISOLATOR SWITCHES</b>												
	<b>FLUSH ISOLATOR SWITCHES</b>												
115.1	60A 3P isolator in existing conduit box.	No	1										
115.2	60A 2P isolator in existing conduit box.	No	1										

PRETORIA REGIONAL OFFICE: REPAIRS AND MAINTENANCE OF ELECTRICAL INSTALLATIONS IN STATE BUILDINGS

CARRIED FORWARD TO NEXT PAGE

ITEM	DESCRIPTION	UNIT	QUAN-TITY	YEAR 1 -		YEAR 2 -		YEAR 3 -	
				RATE YEAR 1	AMOUNT	RATE YEAR 2	AMOUNT	RATE YEAR 3	AMOUNT
<b>BROUGHT FORWARD FROM PREVIOUS PAGE</b>									
115.3	30A 3P isolator in existing conduit box.	No	1						
115.4	30A 2P isolator in existing conduit box.	No	1						
115.5	30A 2P with cord grip for A/C / Heaters in existing conduit box.	No	1						
115.6	45A stove isolator with indication light in existing conduit box.	No	1						
115.7	30A 2P isolator in power skirting with or without cord grip.	No	1						
<b>INDOOR SURFACE ISOLATOR SWITCHES</b>									
115.8	60A 3P surface isolator including box.	No	1						
115.9	60A 2P surface isolator including box.	No	1						
115.10	30A 3P surface isolator including box.	No	1						
115.11	30A 2P surface isolator including box.	No	1						
115.12	30A 2P with cord grip for A/C / Heaters - surface isolator including box.	No	1						
115.13	Stove isolator surface isolator including box.	No	1						
<b>WATER TIGHT ISOLATOR SWITCHES</b>									
115.14	Water tight surface double pole	No	1						
115.15	Water tight surface mounted 32A, 3-pole isolator	No	1						
116	<b>FLOOR MOUNTED PEDESTAL</b>								
116.1	2mm mild steel baked powder epoxy coated floor mounted pedestal 1200mm high	No	1						
117	<b>FLOOR BOX FOR SOCKET OUTLETS</b>								
117.1	Floor box 2 x double 16A 3-pin socket outlet covers. Socket outlets measured elsewhere.	No	1						
<b>CARRIED FORWARD TO NEXT PAGE</b>									

ITEM	DESCRIPTION	UNIT	QUANTITY	YEAR 1		YEAR 2		YEAR 3	
				RATE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT
<b>BROUGHT FORWARD FROM PREVIOUS PAGE</b>									
118	<b>VERTICAL/HORIZONTAL</b>								
118.1	100 Liter SABS approved	No	1						
118.2	150 liter SABS approved	No	1						
118.3	200 Liter SABS approved	No	1						
	10 Liter Hydroboil	No	1						
118.4	<b>INDUSTRIAL GEYSERS</b>								
118.5	450/500 Liter floor standing SABS approved	No	1						
118.6	1000 Liter floor standing SABS approved	No	1						
118.6	2000 Liter floor standing SABS approved	No	1						
119	<b>GEYSER MAINTENANCE</b>								
119.1	Thermostat switch VK11.	No	1						
119.2	Thermostat switch (Industrial)	No	1						
119.3	2kW immersion type element.	No	1						
119.4	3kW immersion type element.	No	1						
119.5	2kW porcelain sleeve type element.	No	1						
119.6	3kW porcelain sleeve type element.	No	1						
119.7	2kW hard water elements.	No	1						
119.8	3kW hard water elements.	No	1						
119.9	New thermostat sleeve: 178mm <sup>2</sup>	No	1						
119.10	New thermostat sleeve: 280mm <sup>2</sup>	No	1						
119.11	New thermostat sleeve: 457mm <sup>2</sup>	No	1						
119.12	3 x 3kW element unit industrial	No	1						
119.13	3 x 4kW element unit industrial	No	1						
119.14	Circulating pump 250W single phase	No	1						
119.15	Circulating pump 450W single phase	No	1						
119.16	Megaflow type adaptor kit, complete with anode, pocket and gasket.	No	1						
119.17	Latco twin pack 100kPa	No	1						
119.18	400kPa Masterflow	No	1						
<b>CARRIED FORWARD TO NEXT PAGE</b>									

ITEM	DESCRIPTION	UNIT	QUAN-TITY	YEAR 1 -		YEAR 2 -		YEAR 3 -	
				RATE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT
<b>BROUGHT FORWARD FROM PREVIOUS PAGE</b>									
120	<b>HAND DRYERS</b>	No	1						
120.1	Hand dryer - Stiebel Eltron heavy duty HTE5.	No	1						
121	<b>HEATERS</b>	No	1						
121.1	"ELEMENT SPACE HEATER"	No	1						
121.1	Heater with 2 x 0.5kW elements	No	1						
121.2	Heater with 2 x 0.75kW elements	No	1						
122	<b>OVERHEAD FAN</b>	No	1						
122.1	Ceiling mounted three blade (aluminum) fan - 48" blade	No	1						
122.2	Ceiling mounted three blade (aluminum) fan - 56" blade.	No	1						
122.3	Over head fan speed controller.	No	1						
123	<b>DARK ROOM FAN</b>	No	1						
123.1	Dark room fan - 230mm dia Woods Xpelair Cat no GX 9.	No	1						
123.2	Dark room fan speed regulator Woods Xpelair Cat No. DC 9.	No	1						
124	<b>MONTHLY PREVENTATIVE MAINTENANCE SCHEDULE AS PER SCOPE OF WORK</b>	No	1						
124.1	Distribution boards	No	1						
124.2	Lights	No	1						
125	<b>ANNUAL PREVENTATIVE MAINTENANCE SCHEDULE AS PER SCOPE OF WORK</b>	No	1						
125.1	Load Balancing of infrastructure	No	1						
125.2	Testing of Earth leakage units	No	1						
125.3	Summer winter maximum demand readings(Amps)	No	1						
126	<b>Test report and issuance of certificate of compliance(COC) as per SANS</b>	No	1						
	Per Distribution Board/Kiosk/minisubstation etc	No	1						
<b>SCHEDULE 1 CARRIED FORWARD TO SUMMARY PAGE</b>									



## DRPW – 03 (EC) TENDER DATA

**Bid no: PT26/004**

**Bid/ Project Description: 36 MONTHS TERM CONTRACT: REPAIRS AND MAINTENANCE OF THE LOW VOLTAGE INSTALLATIONS AND INFRASTRUCTURE ON STATE OWNED BUILDINGS FOR THE 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.

<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
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**Note:**

- \* Delete which is not applicable.
- NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Tendering Enterprise.
- 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).
- 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).
- 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			
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The tendering enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed.

**Note:**

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

**ENTERPRISE STAMP**



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

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

1 \_\_\_\_\_  
 \_\_\_\_\_  
 2 \_\_\_\_\_  
 \_\_\_\_\_  
 3 \_\_\_\_\_  
 \_\_\_\_\_  
 4 \_\_\_\_\_  
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 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)*



B.

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

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

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

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

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

\_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

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

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

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



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

**Note:**

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



**DPW-16. TENDER BRIEFING MEETING CERTIFICATE**

<b>Project title:</b>	<b>36 MONTHS TERM CONTRACT: REPAIRS AND MAINTENANCE OF THE LOW VOLTAGE INSTALLATIONS AND INFRASTRUCTURE ON STATE OWNED BUILDINGS FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE, PRETORIA REGION AREA 4.</b>		
<b>Tender / Quotation no:</b>	<b>PT26/004</b>	<b>Reference no:</b>	<b>890</b>

**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 MONTHS TERM CONTRACT: REPAIRS AND MAINTENANCE OF THE LOW VOLTAGE INSTALLATIONS AND INFRASTRUCTURE ON STATE OWNED BUILDINGS FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE, PRETORIA REGION AREA 4.</b>		
<b>Tender / Quotation no:</b>	<b>PT26/004</b>	<b>Reference no:</b>	<b>890</b>

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: PT26/004

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

**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**

<b>Project title:</b>	36 MONTHS TERM CONTRACT: REPAIRS AND MAINTENANCE OF THE LOW VOLTAGE INSTALLATIONS AND INFRASTRUCTURE ON STATE OWNED BUILDINGS FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE, PRETORIA REGION AREA 4.	
<b>Tender / Quotation no:</b>	PT26/004	<b>Closing date:</b> Tuesday, 23 June 2026
		<b>Time:</b> 11H00 am

*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**

1.	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
2.							
3.							
4.							
5.							
6.							
7.							
8.							

Name of Tenderer	Signature	

## 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
<b>Total points for Price and Specific Goals</b>	<b>100</b>

### 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. Or</li> <li>• Any Account or statement which is in the name of the Bidder. Or</li> <li>• Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> </ul>



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

1.6 Failure on the part of the tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals, if the service provider/ tenderer did not submit proof or documentation required to claim for specific goals will be interpreted to mean that preference points for specific goals are not claimed.

1.7 The organ of state reserves the right to require of a service provider/tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

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

## FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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



80/20 or 90/10

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

Where

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

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or 90/10

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

Where

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

### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;



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

.....SIGNATURE(S) OF TENDERER(S)

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....

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

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

I, the undersigned,

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



3. I hereby declare under Oath that:

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

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

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

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

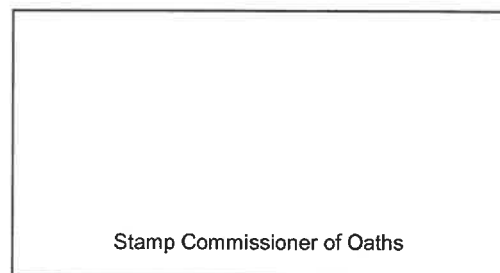
100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At Least 51% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	<b>Level Four</b> (100% B-BBEE procurement recognition level)	

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

I hereby declare under Oath that:

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

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

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

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

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

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

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

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

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

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

Stamp Commissioner of Oath

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

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

I, the undersigned,

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

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

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

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

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

- o Black Youth % \_\_\_\_\_ %
- o Black Disabled % \_\_\_\_\_ %
- o Black Unemployed % \_\_\_\_\_ %



- o Black People living in Rural areas % \_\_\_\_\_%
- o Black Military Veterans % \_\_\_\_\_%

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

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

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

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

100% Black Owned	<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)	
At least 30% Black Owned	<b>Level Four</b> (100% B-BBEE procurement recognition level)	
Less than 30% Black Owned	<b>Level Five</b> (80% B-BBEE procurement recognition level)	

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

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

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

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

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



Stamp Commissioner of Oath



# **FACILITIES MANAGEMENT CONDITIONS OF CONTRACT (DPW)**

## **SEPT. 2005 VERSION 1**



PA-10 (FM): CONDITIONS OF CONTRACT

1. **DEFINITIONS**

- 1.1. *The following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:*
- 1.1.1. *"Additional Services" are increases in the quantity of the routine Services detailed in the Scope of Works.*
- 1.1.2. *"Bill of Quantities" means the document so designated in the Pricing Data that describes the Services and indicates the quantities and rates associated with each item which the Employer agrees to pay the Service Provider for the Services completed;*
- 1.1.3. *"Certificate of Completion" means the certificate issued by the Service Manager signifying that the Contract has expired;*
- 1.1.4. *"Commencement Date" means the date on when the Service Provider is notified of the Employer's acceptance of its offer;*
- 1.1.5. *"Contract" means the Contract signed by the Parties and of which these Conditions of Contract form part of, and such amendments and additions to the Contract as may be agreed in writing between the Parties;*
- 1.1.6. *"Contract Data" means the specific data, which together with these Conditions of Contract, Scope of Works and Pricing Data collectively describe the risks, liabilities and obligations of the contracting Parties and the procedures for the administration of the Contract;*
- 1.1.7. *"Contract Period" is from Commencement Date for the period stated in the Contract Data;*
- 1.1.8. *"Contract Price" means the price to be paid for the Services in accordance with the Pricing Data, subject to such additions thereto or deductions there from as may be made from time to time under the provisions of the Contract;*
- 1.1.9. *"Contract Sum" refers to the amount stated by the Service Provider in the Form of Offer and Acceptance;*
- 1.1.10. *"CPAP" means contract price adjustment provisions used for the adjustment of fluctuations in the cost of labour, plant and materials and goods as stated in the Contract Data;*
- 1.1.11. *"Day" means a calendar day;*
- 1.1.12. *"Drawings" means all drawings, calculations and technical information which are made available to the Service Provider for inspection at a venue and time to be announced by the Service Manager and any modifications thereof or additions thereto from time to time approved in writing by the Employer or delivered to the Service Provider by the Employer;*
- 1.1.13. *"Employer" means the contracting Party named in the Contract Data who appoints the Service Provider;*
- 1.1.14. *"Equipment" includes all appliances, tools implements, machinery, articles and things of whatsoever nature required in or for the rendering, completion or defects correction of the Services but does not include materials;*
- 1.1.15. *"Facilities" means the land and buildings, detailed in the Scope of Works, and any additions, or omission thereto, made available by the Employer for the purposes of the Contract, on, under, over, in or through which the Services are to be rendered or carried out;*



- 1.1.16. *"Form of Offer and Acceptance"* means the written communication by the Employer to the Service Provider recording the acceptance of the Service Provider's offer;
- 1.1.17. *"Identified Projects"* means any projects, other than routine Services, identified and agreed to by the Parties during the Contract period or any extensions thereto, to be completed in terms of the Contract.
- 1.1.18. *"Materials"* includes all materials, commodities, articles and things required to be furnished under the Contract for the execution of the Services;
- 1.1.19. *"Month"* refers to the period commencing on a certain day of a month to the day preceding the corresponding day of the next month;
- 1.1.20. *"Parties"* means the Employer and the Service Provider;
- 1.1.21. *"Pricing Data"* means the document that contains the Bill of Quantities and provides the criteria and assumptions, which it will be assumed in the Contract were taken into account by the Service Provider when developing his prices;
- 1.1.22. *"Services"* means all the work to be performed by the Service Provider during the Contract Period in accordance with the Contract, as more fully set out in the Scope of Works, as amended from time to time by written agreement between the Parties;
- 1.1.23. *"Service Provider"* means the Tenderer, as named in the Contract Data, whose offer has been accepted by or on behalf of the Employer and, where applicable, includes the Service Provider's heirs, executors, administrators, trustees, judicial managers or liquidators, as the case may be, but not, except with the written consent of the Employer, any assignee of the Service Provider;
- 1.1.24. *"Service Manager"* means the representative of the Employer named as the Service Manager in the Contract Data. The Employer reserves the right to replace the said Service Manager, by written notice to the Service Provider, without the need to furnish reasons therefor;
- 1.1.25. *"Scope of Work"* refers to the document which defines the Employer's objectives and requirements and specifications and any other requirements and constraints relating to the manner in which the Services must, or may, be provided or performed;
- 1.1.26. *"Service Period"* refers to the period indicated in the Contract Data during which the Service Provider shall render the Services required in terms of the Contract;
- 1.1.27. *"Transitional Stage"* refers to the period indicated in the Contract Data, which commences immediately on the expiry of the Service Period, and during which the Services to be provided by the Service Provider shall include, inter alia, the provision and transfer to the incoming service provider of managerial support and information, as detailed in the Scope of Works.

## 2. INTERPRETATION

- 2.1. In this Contract, except where the context otherwise requires:
- 2.1.1 The masculine includes the feminine and the neuter, vice versa;
- 2.1.2 The singular includes the plural; and vice versa
- 2.1.3 Any reference to a natural person includes a body corporate, firm, association or consortium/joint venture/partnership, vice versa.
- 2.2. The headings to the clauses of this Contract are included for reference purposes only and shall not affect the interpretation of the provisions to which they relate.



- 2.3. *Words and phrases defined in any clause shall bear the meanings assigned thereto.*
- 2.4. *The various parts of the Contract are severable and may be interpreted as such.*
- 2.5. *The expressions listed in clause 1 bear the meanings as assigned thereto and cognate expressions bear corresponding meanings.*
- 2.6. *If any provision in a definition clause is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive clause in the body of the Contract, notwithstanding that it is only contained in the interpretation clause.*

### 3. DURATION

- 3.1. *The rights and obligations of the Parties to this Contract shall commence on the Commencement Date.*
- 3.2. *Subject to the terms of clauses 33 and 34 relating to breach and termination respectively, the Contract will commence on the Commencement Date and terminate on the expiry of the Contract Period, unless it is extended in terms of clause 3.3.*
- 3.3. *The terms or duration of the Contract may be extended as a result of bona fide negotiations between the Parties. No extension of term or duration of the Contract shall however be valid unless the terms and conditions of such extension has been reduced to writing and signed by the authorised representatives of both Parties.*

### 4. RIGHTS AND OBLIGATIONS OF THE EMPLOYER

- 4.1. *The Employer shall give access to or supply the Service Provider with:*
  - 4.1.1 *All relevant, available data and information required and requested by the Service Provider for the proper execution of the Services; and*
  - 4.1.2 *Such assistance as shall reasonably be required by the Service Provider for the execution of its duties under the Contract.*

### 5. RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER

- 5.1. *The Service Provider shall, in executing his obligations, comply with the Service Manager's written instructions on any matter relating to the Services.*
- 5.2. *The Service Provider shall take instructions only from the Service Manager or other persons authorised by the Service Manager in terms of Clause 6.*
- 5.3. *The Service Provider shall not have the power of attorney or authority to enter into any contract or to otherwise bind or incur liability on behalf of the Employer, save where prior written authorisation has been obtained.*
- 5.4. *The Service Provider shall ensure that it, its employees, agents and representatives have the relevant experience and capacity necessary for rendering of the Services with the reasonable degree of skill, care and diligence that may be expected of professionals providing services similar to the Services.*
- 5.5. *Should any member of the Service Provider's team, in the opinion of the Service Manager or occupants of the Facilities, misconduct himself or is incompetent or negligent in the delivery of the Services, or whose presence on the Facilities is otherwise considered by the Service Manager, or occupants of the Facilities, on reasonable grounds, to be undesirable, the Employer may, in writing and together with reasons therefor, request that such person be*



*removed. Such person shall not again be employed on the Services without the prior written consent of the Employer.*

- 5.6. *The Service Provider undertakes to effect such removal, as referred to in 5.5 above, within a day of receipt of the Employer's written request.*
- 5.7. *The Service Provider shall ensure that reasonable levels of care and responsibility are exercised when using items belonging to the Employer in the delivery of the Services.*
- 5.8. *During the ongoing provision of the Services the Service Provider shall at all times keep the Facilities clean and in a safe condition.*
- 5.9. *Notwithstanding anything herein contained to the contrary, it is specifically agreed that the appointment of the Service Provider shall not create an employment contract or relationship between the Parties and the Service Provider or his employees shall therefore not be entitled to any benefits to which the employees of the Employer may be entitled.*

## 6. SERVICE MANAGER

- 6.1. *The Service Manager shall administer the Contract on behalf of the Employer in accordance with the provisions of the Contract.*
- 6.2. *The Service Manager may delegate any of his powers and authority and may cancel such delegation, on the prior written notification thereof to the Service Provider.*
- 6.3. *Such delegation shall continue in force until the Service Manager notifies the Service Provider in writing that the delegation is terminated.*
- 6.4. *The Service Provider may at any time, prior to giving effect thereto, refer any written order or instruction of the Service Manager's delegatee to the Service Manager who shall confirm, reverse or vary such order or instruction.*

## 7. SECURITY

- 7.1. *The Service Provider shall provide to the Employer security in the amount and in the form set out in the Contract Data and any expenditure incurred in doing so shall be borne by the Service Provider.*
- 7.2. *Should the Service Provider fail to select the security to be provided or should the Service Provider fail to provide the Employer with the selected security within 21 days from Commencement Date, it shall be deemed that the Service Provider has selected a security in the form of a retention of 2.5 % of the Contract Sum (excl. VAT).*

## 8. SECURITY CLEARANCE

- 8.1. *In the event of security clearance becoming necessary, the Service Provider, any subcontractors and all human resources utilized by the Service Provider undertake to undergo security clearance, for which purpose the necessary forms will be made available to the Service Provider at the relevant time by the Employer. The Service Provider accepts that if he or any of his human resources refuses to undergo the required security clearance, they will not be allowed on the Facilities to render the Services.*
- 8.2. *It is required that all persons engaged in the rendering of the Services shall be easily identifiable and where required, security cleared.*

## 9. CONFIDENTIALITY



- 9.1. *The Service Provider undertakes to keep any and all information, of whatever nature, relating to the Contract or which he becomes privy to due to his presence at the Facilities, strictly confidential and such shall not be sold, traded, published or otherwise disclosed to anyone in any manner whatsoever, including by means of photocopy or other reproduction, without the Employer's prior written consent. As disclosure or improper use of the confidential information, without the Employer's prior written consent, will cause the Employer harm:*
- 9.1.1 *the Service Provider shall be liable for any loss or damages suffered by the Employer and shall indemnify the Employer against any claims by third parties as a result of such unauthorised disclosure or use thereof, either in whole or in part; and/or*
- 9.2.1 *the Employer shall be entitled to cancel the Contract*
- 9.2. *The Service Provider shall be entitled to disclose such confidential information to the following persons, who have a clear need to know interest, in order to assist with the rendering of the Services on the Contract:*
- 9.2.1 *employees, officers and directors of the Service Provider; and*
- 9.2.2 *any professional consultant or agent retained by the Service Provider for the purpose of rendering the Services, provided that the identity of such consultant or agent is made known to the Employer in writing and the Employer acknowledges in writing that the confidential information may be disclosed to such person.*
- 9.3. *The Service Provider shall be responsible for ensuring that all persons to whom the confidential information is disclosed under this Contract shall keep such information confidential and shall not disclose or divulge the same to any unauthorised person.*
- 9.4. *The confidential information shall remain the property of the Employer and the Employer may demand the return or destruction thereof, at the cost of the Service Provider, at any time upon giving written notice to the Service Provider. Within ten (10) days of receipt of such notice, the Service Provider shall return all of the original confidential information and shall destroy all copies and reproductions (both written and electronic) in its possession or in the possession of persons to whom it was disclosed and furnish a certificate to the Employer stating as much.*
10. **AMBIGUITY IN DOCUMENTS**
- 10.1. *The several documents forming the Contract are to be taken as mutually explanatory of one another and any ambiguity in or discrepancy between them shall be explained and, if necessary, rectified by the Service Manager who shall thereupon issue to the Service Provider a written explanation giving details of the adjustments, if any, and a written instruction directing what Service, if any, is to be delivered.*
11. **INSURANCES**
- 11.1. *It is the responsibility of the Service Provider to assess his risks on this project and to ensure that he obtains and maintains the adequate insurances to cover such risks.*
12. **ACCESS TO THE FACILITIES AND COMMENCEMENT OF THE SERVICES**
- 12.1. *The Service Provider shall provide the Employer, within 21 days of the Commencement Date, with an acceptable health and safety plan and such other information required in terms of the Occupational Health and Safety Act (85 of 1993).*
- 12.2. *The Service Period shall commence 30 days from Commencement date, or on such other date as maybe specified in the Contract Data*
- 12.3. *Notwithstanding the provision of 12.2, the Service Provider shall be given access to the Facilities or portions thereof, only after the provision by the Service Provider of an acceptable*



*health and safety plan and of security clearance being obtained in terms of Clauses 12.1 and 8.1 respectively.*

- 12.4. *The Service Provider shall be given access to the Facilities or portions thereof and shall render the Services in accordance with its programme, referred to in clause 13 or after the receipt by him of a written instruction to this effect.*
- 12.5. *If the Employer fails to give the Service Provider access to the facility or any portion thereof for any reason other than default by the Service Provider and the Service Provider suffers additional costs as a result thereof, the Service Provider shall be entitled to make a claim therefor provided that the Service Provider is able to prove his claim and that he has taken all reasonable steps to mitigate the additional costs.*

### 13. PROGRAMME

- 13.1. *The Service Provider shall deliver to the Service Manager within 14 days from Commencement Date, a realistic programme and a cash flow for the delivery of the Services. The programme shall describe and detail the order in which the Services are to be rendered and shall be subject to the approval of the Service Manager, which written approval shall not be unreasonably withheld.*
- 13.2. *The Service Provider shall, on receipt of a written request from the Service Manager, furnish the Employer with any documents or information, of whatever nature, in support of the programme and/or in relation to the manner in which the Services are to be rendered and/or the resources to be supplied and used in the rendering of the Services and/or progress of the various parts of the Contract; and/or a detailed cash flow forecast.*
- 13.3. *A programme and the cash flow forecast will be submitted in terms of 13.1 and reviewed quarterly or as circumstances may require.*
- 13.4. *Agreement to the programme by the Service Manager or any adjustment thereto will not alter the responsibilities of the Service Provider in terms of this Contract.*

### 14. SUBCONTRACTING

- 14.1. *The Service Provider may subcontract any part of the Services at its discretion. The subcontracts shall incorporate the applicable terms, conditions and requirements of this Contract.*
- 14.2. *Subcontracting by the Service Provider shall not be construed as relieving the Service Provider from any obligations under the Contract or imposing any liability on the Employer.*

### 15. INTELLECTUAL PROPERTY RIGHTS INDEMNITY

- 15.1. *The Service Provider undertakes to obtain the necessary consent from the proprietors or their licensees should the Service Provider make use of the intellectual property of any other person.*
- 15.2. *The Service Provider further indemnifies the Employer against any claim or action (including costs on an attorney and client scale) caused by or arising from the failure to obtain such consent.*

### 16. COMPLIANCE WITH LEGISLATION

- 16.1. *This clause applies to legislation emanating from national and provincial government as well as that of any local authorities in whose area of jurisdiction the Facilities fall and which have a bearing on the delivery of the Services and Facilities under this Contract.*



- 16.2. *All the applicable legislation, which does not specifically allow discretion in respect of compliance by the Employer, shall be followed exactly as intended by such legislation regardless of any instructions, verbal or in writing, to the contrary.*
- 16.3. *Should any applicable legislation allow discretion in respect of compliance by the Employer it shall be followed exactly as intended by the relevant legislation as if no discretion is allowed until such time as specific instructions in writing are issued to the Service Provider by the Service Manager.*
- 16.4. *The Service Provider shall in the provision of the Services comply with the provisions of, and give all notices and pay all fees, taxes, levies and other charges required to be given or paid in terms of any legislation or imposed by any other body or person. The Service Provider hereby indemnifies the Employer against any liability for any breach of the provision of this clause.*
- 16.5. *It is the responsibility of the Service Provider to obtain the consents, permissions and/or permits, referred to in Clause 16.4, in the provision of the Services.*
- 16.6. *The Service Provider shall not have a claim against the Employer, and the Employer shall not be liable to refund the Service Provider for any of the fees, taxes, levies and other charges referred to Clause 16.4.*
17. *REPORTING OF INCIDENTS*
- 17.1. *In addition to the above, the Service Provider shall, as soon as possible, notify the Employer in writing of any incidents at the Facilities, which resulted or could have resulted in damage to property or injury or death to persons.*
- 17.2. *The Service Provider shall verbally notify the Service Manager of any of the incidents referred to in 17.1 immediately after the occurrence thereof.*
- 17.3. *The Service Provider shall follow up the verbal notification referred to in 17.2 with a detailed written report on such incidents to the Service Manager within the time frame indicated by the Service Manager, but in any event within 48 hours of the incident.*
- 17.4. *The written report referred to in 17.3 shall provide for all incidents, which resulted in injury, death or damage to property.*
- 17.5. *The Service Provider shall notify the Employer immediately, on becoming aware of the Contract requiring him to undertake anything that is illegal or impossible*
18. *NUISANCE*
- 18.1. *The Service Provider shall deliver the Services in a manner that shall not cause unnecessary noise, nuisance, or hinder the normal activities in the Facilities.*
- 18.2. *The Service Provider hereby indemnifies the Employer against any liability arising out of the Service Provider's non-compliance with his obligations in terms of Clause 18.1.*
19. *MATERIALS, WORKMANSHIP AND EQUIPMENT*
- 19.1. *All Services delivered, and materials and workmanship shall comply with the requirements of this Contract, the manufacturer's specification; good industry practice and the Service Manager's written instructions and shall be suitable for the purpose intended.*
- 19.2. *The Service Provider shall, in accordance with the Scope of Works or if instructed by the Service Manager, carry out tests demonstrating the acceptability of the relevant Services provided, or the suitability of materials or equipment to be used.*



- 19.3. *The Service Provider shall provide all necessary assistance, labour, materials, testing equipment and instruments for the purpose of such tests to be performed by himself or, if so instructed by the Service Manager, for the purposes of tests to be performed by any other person.*
- 19.4. *All costs for tests carried out shall be deemed to be included in the Service Provider's prices*
- 19.5. *Copies of the reports on the tests referred to in Clause 19.2 shall be forwarded by the Service Provider to the Employer within 10 days of the tests being completed.*

## 20. URGENT WORK

- 20.1. *The Employer may, by itself or through another service provider, effect any remedial or other repair work which becomes necessary due to no act or omission on the part of the Service Provider.*
- 20.2. *If the remedial or repair work became necessary due to an act or omission on the part of the Service Provider, its employees, agents or representatives, the Service Provider shall effect such remedial or repair work at its own cost.*
- 20.3. *If the remedial or repair work is urgently necessary due to an act or omission on the part of the Service Provider, its employees, agents or representatives and the Service Provider refuses to or is not available or able to effect such remedial or repair work, the Employer may effect such remedial or repair work either by itself or through another service provider.*
- 20.4. *If the Employer effects the remedial or repair work in terms of 20.3, then the Employer may recover such costs, losses or damages from the Service Provider or by deducting the same from any amount still due under this Contract or under any other contract presently or hereafter existing between the Employer and the Service Provider and for this purpose all these contracts shall be considered one indivisible whole.*

## 21. INDEMNIFICATIONS

- 21.1. *The Service Provider shall be liable for and hereby indemnifies the Employer against any liability, claim, demand, loss, cost, damage, action, suits or legal proceedings whether arising in common law or by statute consequent upon:*
- 21.1.1 *personal injuries to or the death of any person arising out of, related to, occasioned by, attributed to, or in the cause of or caused by the rendering of the Services;*
- 21.1.2 *loss of or damage to any movable or immovable or personal property or property contiguous to the Facilities whether belonging to or under the control of the Employer or any other body or person arising out of, related to, occasioned by, attributed to, or in the cause of or caused by reason of the rendering of the Services;*
- 21.1.3 *any liens, attachments, charges or other encumbrances or claims upon or in respect of any materials parts, work-in-process or finished work furnished to, or in respect of which any payment has been made by the Employer.*
- 21.2. *The Employer accepts liability for all acts or omissions of its employees, agents or representatives.*

## 22. VARIATIONS

- 22.1. *The Employer may at any time during the Contract Period, vary the Services by way of additions, omissions, or substitutions.*
- 22.2. *No variation by the Employer of whatever nature shall vitiate the Contract.*



- 22.3. *Any Services required by the Employer outside of the Services as referred to in the Scope of Works will be regarded as being Identified Projects and shall be dealt with under clause 23 and shall be executed as a variation order.*
- 22.4. *The Service Provider shall inform the Employer of any instructions that are deemed to be Additional Services prior to such instructions being executed.*
- 22.5. *Additional Services will only be executed by the Service Provider after receipt by him of a written instruction from the Service Manager.*
- 22.6. *If no prior written authorisation, as required in 22.5 above, has been obtained, the Employer shall not reimburse the Service Provider for the Additional Services so executed, and the Service Provider agrees that it shall not have a claim for payment for such Additional Services.*
- 22.7. *The Additional Services will be valued at the rates in the Pricing Data.*

### 23. IDENTIFIED PROJECTS

- 23.1. *The Service Provider shall inform the Employer of any instructions that are deemed to be Identified Projects prior to such instructions being executed.*
- 23.2. *The Employer is not obliged to engage the services of the Service Provider on Identified Projects. The Employer may, by itself, through another service provider or through the Service Provider effect the services/works under Identified Projects.*
- 23.3. *Identified Projects will only be executed by the Service Provider after receipt by him of a written instruction from the Service Manager.*
- 23.4. *If no prior written authorisation, as required in 23.3 above, has been obtained, the Employer shall not reimburse the Service Provider for the Identified Projects so executed, and the Service Provider agrees that it shall not have a claim for payment for such Identified Projects.*
- 23.5 *In respect of the Identified Projects, the written instruction referred to in 23.3 shall:*
- (a) *describe the services/works required to be executed by the Service Provider under the Identified Project;*
  - (b) *state the due commencement and completion dates of the relevant Identified Project;*
  - (c) *state the total cost of the relevant Identified Project as agreed to between the Parties;*  
*and*
  - (d) *any additional requirements, conditions of contract and/or restrictions, other than those already stated in the Contract, that will be applicable.*
- 23.6 *Within 14 days of receipt of the written instruction referred to in 23.5, the Service Provider shall furnish the Employer with a realistic programme and a cash flow for the relevant Identified Project as required in 13.*
- 23.7 *Where an Identified Project comprises services/works that are of the same or similar character executed under the same or similar conditions as those to which the rates in the Pricing Data apply, it shall be valued at such rates.*
- 23.8 *Where an Identified Project comprises services/works that are not of the same or similar character executed under the same or similar conditions as those to which the rates in the Pricing Data apply, it shall be valued at market related rates to be agreed to in writing between the Employer and the Service Provider and in advance of executing the Identified Project. Failing agreement, the rates applicable shall be as determined by the Employer.*



- 23.9 *If the Service Provider fails to complete the Identified Project by the completion date specified in the written instruction referred to in 23.3, then the Service Provider will be liable for a penalty, at the rate stated in the Contract Data, for every day that lapses from the due completion date of the relevant Identified Project to the date of the actual completion of such Identified Project.*
- 23.10 *If the Identified Projects are delayed by variations, omissions, additions, substitutions or organised work stoppages by any workman not due to any action on the part of the Service Provider, exceptionally inclement weather, any substantial increase in provisional quantities or any other cause beyond the Service Provider's control, including delays caused by the Employer, then the Service Provider shall be entitled to apply in writing within 21 days of the cause of delay arising to the Service Manager for extension of the due completion date of the relevant Identified Project stating the cause of delay and period of extension applied for.*
- 23.11 *If during the period for completion of the Identified Project or any extension thereof abnormal rainfall or wet conditions occur, the formula below shall be used to calculate separately the delay for each calendar month or part thereof. It shall be calculated each month during the period referred to herein above, or until the issue date of the certificate of completion for the relevant Identified Project, whichever is the shorter period. The delay calculated for a given month shall be used to determine the interim extension of time granted for the month. At the end of the applicable period referred to above, the aggregate of the monthly delays will be taken into account for the final determination of the total extension of time for the Contract:*

$$V = \frac{(Nw - Nn) + (Rw - Rn)}{X}$$

*V = Delays due to rain in calendar days in respect of the calendar month under consideration.*

*Nw = Actual number of days during the calendar month on which a rainfall of Y mm or more per day has been recorded*

*Rw = Actual rainfall in mm for the calendar month under consideration.*

*Nn = Average number of days in the relevant calendar month (as derived from existing rainfall records provided in the project specifications) on which a rainfall of Y mm or more per day has been recorded.*

*Rn = Average rainfall in mm for the calendar month, as derived from the rainfall records supplied in the project specifications.*

*X = 20, unless otherwise provided in the project specifications.*

*Y = 10, unless otherwise provided in the project specifications.*

*The total delay that will be taken into account for the determination of the total extension of time for the Contract shall be the algebraic sum of the monthly totals for the period under consideration. But if the grand total is negative, the time for completion shall not be reduced on account of abnormal rainfall. The total extension of time for any calendar month shall not exceed (Nc - Nn) calendar days, where Nc = number of days calendar days in the month under consideration*

*The factor (Nw - Nn) shall be considered to represent a fair allowance for variations from the average number of days during which rainfall equals or exceeds Y mm per day.*



*The factor  $(R_w - R_n) + X$  shall be considered to represent a fair allowance for variations from the average for the number of days during which rainfall does not equal or exceed  $Y$  mm per day, but when wet conditions prevent or disrupt work.*

*This formula does not take into account any flood damage, which could cause further or concurrent delays and which should be treated separately in so far as extension of time is concerned.*

*Accurate rain gaugings shall be taken at a suitable point on the site daily at 08:00 unless otherwise agreed to by the Service Manager, and the Contractor shall, at his own expense, take all necessary precautions to ensure that the rain gauges cannot be interfered with by unauthorized persons.*

*Information regarding existing rainfall records, if available from a suitable rainfall station near the site, will be supplied in the project specifications, together with calculations of rain delays for previous years in accordance with the above formula. The average of these delays will be regarded as normal rain delays which the Contractor shall accommodate in his programme, and for which no extension of time will be considered.*

- 23.12 *Upon receipt of such written application, referred to in 23.10, the Employer may in writing extend the due completion date of the relevant Identified Project by a period to be determined by the Employer or may refuse to extend the due completion date of the relevant Identified Project. The due completion date of an Identified Project may not be extended beyond the end of the Contract Period stated in the Contract Data.*
- 23.13 *Any decision given by the Employer, in terms of 23.12, shall be final and binding on the Parties.*
- 23.14 *Should the Service Provider fail to apply in writing for an extension of the due completion date of the relevant Identified Projects within the 21 days referred to in 23.10, or should the Employer not grant an extension of the due completion date then the due completion date stipulated in the relevant written instruction referred to in 23.5 shall not be extended nor the Service Provider exonerated from liability to pay the penalty stipulated in 23.9 or from specific performance of the service/works within the period in the relevant written instruction.*

## 24. SUSPENSION OF THE SERVICES

- 24.1 *The Service Provider shall, on the written order of the Service Manager, suspend the provision of the Services or any part thereof for such time or times and in such manner as the Service Manager shall order and shall, during such suspension, properly protect the Services so far as is necessary.*
- 24.2 *If the Service Provider is instructed in writing by the Service Manager to suspend any or all of the Services, the Service Provider shall re-schedule the relevant Services. For the duration of such suspension all penalties applicable to that Service will be waived. Should the Service Provider suffer any additional costs resulting from such suspension, the Service Provider shall be entitled to make a claim therefor provided that the Service Provider shall prove his claim and that he has taken all reasonable steps to mitigate the additional costs.*
- 24.3 *If the Service Provider is unable to render any of the Services for any reason other than an instruction by the Employer to suspend the Services in terms of clause 24.1, the Employer shall not be liable for any claim of whatever nature, including a claim for costs, by the Service Provider.*

## 25. PENALTY FOR NON-PERFORMANCE

- 25.1 *The Service Provider shall be liable for a performance deduction, if the Service Provider in rendering any of the Services required under the Scope of Works, as amended from time to time,*



- 25.1.1 *delays in performing any of the Services;*
- 25.1.2 *fails to perform any of the Services;*
- 25.1.3 *fails to perform any of the Services to the standard required in the Scope of Works, as amended from time to time.*
- 25.2 *The performance deduction shall be calculated in accordance with the formula detailed in the Scope of Works.*
- 25.3 *The Service Provider shall not be liable for a performance deduction, if the Service Provider is unable to perform due to no fault of his own, his employees, agents or representatives.*
26. **PAYMENTS**
- 26.1 *The Service Manager will evaluate the Service Provider's performance on a monthly basis.*
- 26.2 *The Service Provider shall submit a monthly certificate taking into account the following:*
- 26.2.1 *the assessment of the Services rendered during the assessment month, including routine services, management fees, and services using call down rates;*
- 26.2.2 *adjustments in terms of the pricing data;*
- 26.2.3 *additional work rendered by the Service Provider;*
- 26.2.4 *CPAP adjustment where stated in the Contract Data; and*
- 26.2.5 *VAT. Vat will be indicated separately in all documents.*
- 26.3 *If the Service Provider elects a security of 2,5% retention, or a 1,25% cash and 1,25% retention, then 5% of all moneys (excl. VAT) in the monthly certificate assessed by the Service Manager as being due to the Service Provider will be retained until such time as the amount retained equals 2.5% or 1,25%, whichever is applicable, of the Contract Sum (excl. VAT)*
- 26.4 *The monthly certificate shall be supported by a detailed report substantiating the Services rendered at each Facility during the month under assessment.*
- 26.5 *The monthly certificate shall be assessed by the Service Manager. If the Service Manager agrees with the certificate, he will issue a statement within 14 days of the receipt of the certificate, taking into account inter alia the following:*
- i. *Deductions for penalties;*
  - ii. *Deductions for overpayments;*
  - iii. *Deductions for retention*
  - iv. *Deductions for damages.*
- 26.6 *The Service Provider shall, on receipt of the statement referred to in 26.5, issue to the Employer a tax invoice in the amount reflected in the statement. The Employer shall effect payment to the Service Provider within 16 days of receipt of the tax invoice.*
- 26.7 *If the Service Manager does not agree with the certificate issued by the Service Provider in terms of Clause 26.2, the Service Manager shall within 14 days of receipt of the certificate, issue a statement in the amount to which the Service Manager agrees and shall give reasons for rejecting the balance of the claim indicated in the statement.*



- 26.8 *The Service Provider shall furnish the Employer with a tax invoice in the amount indicated in the statement referred to in Clause 26.7.*
- 26.9 *With regards to the claim in dispute, the Service Provider may, within 14 days of the Service Manager issuing the statement referred to in 26.7, submit a revised certificate or a justification for his claim or declare a dispute in terms of 34.*
- 26.10 *If it is later resolved that the amount in dispute or any part thereof is owing to the Service Provider, the Employer shall be liable for interest thereon from 30 days after the issue of the relevant monthly certificate referred to in 26.2 until the date of payment at the interest rate determined from time to time, by the Minister of Finance in terms of section 80 (1)(b) of the Public Finance Management Act, 1999 (Act 1 of 1999), as amended.*
- 26.11 *All the work shall be evaluated in accordance with the provisions of the Pricing Data.*
- 26.12 *In assessing the quality of the work presented by the Service Provider, the Employer may enlist the assistance of third persons. In assessing the work the third person shall act reasonably. The selection of such third persons shall be in the absolute discretion of the Employer and the Service Provider shall abide by such selection.*
- 26.13 *Any and all extra costs incurred by the Service Provider, resulting from the Service Provider having to address and/or rectify queries arising from a claim submitted in respect of work done, shall be for the account of the Service Provider.*
- 27. RELEASE OF SECURITY**
- 27.1 *If the Service Provider has furnished a security by way of a variable guarantee of 2.5% of the Contract Sum (excl. VAT), the security will be reduced and be released in accordance with the provisions of such variable guarantee.*
- 27.2 *If the Service Provider elects to furnish a security by way of a cash deposit of 2.5% of the Contract Sum (excl. VAT), then the security will be released as follows:*
- 27.2.1 *annually in equal portions, subject to 27.2.2 and 27.2.3;*
- 27.2.2 *95% of the last annual portion of retention shall be released within 30 days of the expiry of the Service Period;*
- 27.2.3 *the remaining retention shall be released within 30 days of the issue of the Certificate of Completion.*
- 27.3 *If the form of security selected is:*
- (a) *a retention of 2.5% of the Contract Sum (excl. VAT); or*  
(b) *a 1,25% cash deposit and a 1,25% retention of the Contract Sum (excl. VAT),*
- then security will only be released after the 2,5% or 1,25% retention respectively has been accumulated, as follows:*
- 27.3.1 *annually in equal portions, subject to 27.3.2 and 27.3.3;*
- 27.3.2 *95% of the last annual portion of retention shall be released within 30 days of the expiry of the Service Period;*
- 27.3.3 *the remaining retention shall be released within 30 days of the issue of the Certificate of Completion.*



**28. OVERPAYMENTS**

- 28.1 *If any overpayment of whatever nature is made to the Service Provider, the Service Provider shall be obliged to repay such amount to the Employer and the Employer shall be entitled to deduct such over payment from any amount due to the Service Provider, in respect of this Contract or any other contract, which the Employer may have with the Service Provider. The Employer shall be entitled to claim interest on any and all overpayments made to the Service Provider at the rate prescribed, from time to time, by the Minister of Finance in terms of section 80 (1)(b) of the Public Finance Management Act, 1999 (Act 1 of 1999), as amended*

**29. COMPLETION**

- 28.1 *At the expiry of the Service Period the Service Manager shall furnish the Service Provider with a written list of Employer's Assets and Data handed over at commencement of the Contract and accumulated during the Contract Period.*
- 29.2 *At the expiry of the Contract Period, the Service Manager shall issue to the Service Provider a Certificate of Completion.*
- 29.3 *Upon the issue of a Certificate of Completion, unless otherwise provided in the Contract:*
- 29.3.1 *The Guarantee shall be returned, if applicable.*
- 29.3.2 *The final cash deposit or retention, whichever is applicable, shall be reduced to zero.*

**30. ASSIGNMENT**

- 30.1 *The rights and obligations of the Parties in terms of this Contract shall not be ceded, assigned, delegated, or otherwise transferred, by either Party to any person outside of the Service Provider and the Employer, save with the prior written consent of the other Party.*
- 30.2 *Each Party warrants that he is acting as a principal and not as an agent of an undisclosed principal.*

**31. INDULGENCES**

- 31.2 *No extension of time, latitude or other indulgences which may be given or allowed by either Party to the other shall constitute a waiver or alteration of this Contract, or affect such Party's rights, or prevent such Party from strictly enforcing due compliance with each and every provision of this Contract.*

**32. OWNERSHIP AND PUBLICATION OF DOCUMENTS**

- 32.1 *The Employer will become the owner of the information, documents, advice, recommendations and reports collected, furnished and/or compiled by the Service Provider during the course of, and for the purposes of executing this Contract, all of which will be handed over to the Employer, unless otherwise stipulated in the Contract, within ten (10) days of request therefor, but in any event on the termination and/or cancellation of this Contract for whatever reason. The Service Provider relinquishes its retention or any other rights to which it may be entitled.*
- 32.2 *The copyright of all documents, recommendations and reports compiled by the Service Provider during the course of and for the purposes of finalising Services, and the Contract as a whole, will vest in the Employer, and may not be reproduced or distributed or made available to any person outside the Employer's service, or to any institution in any way, without the prior written consent of the Employer. The Employer shall have the right to use such material for any other purpose without the approval of, notification to or payment to the Service Provider.*



- 32.3 *The copyright of all electronic aids, software programmes etc. prepared or developed in terms of this Contract shall be vested in the Employer, who shall have the right to use such material for any other purpose without the approval of, information or payment to the Service Provider.*
- 32.4 *In case of the Service Provider providing documents or material to the Employer, the development of which has not been at the expense of the Employer, copyright shall not be vested in the Employer. The Service Provider shall be required to indicate to which documents and/or materials this provision applies.*
- 32.5 *The Service Provider hereby indemnifies the Employer against any action or claim that may be instituted against the Employer and for any damages suffered or legal costs (including costs on an attorney and client scale) incurred on the grounds of an alleged infringement of any copyright or any other intellectual property right in connection with the work outlined in this Contract.*
- 32.6 *All information, documents, recommendations, programmes and reports collected or compiled must be regarded as confidential and may not be communicated or made available to any person outside the Employer's service and may not be published either during the currency of this Contract or after termination thereof without the prior written consent of the Employer.*
33. *BREACH OF CONTRACT*
- 33.1 *In the event of a breach by the Service Provider of any of the terms and conditions of this Contract, the Employer shall issue a notice of non-compliance requiring compliance within 10 (ten) days. In the event that the Service Provider fails to remedy such breach on expiry of the notice period, then the Employer shall without prejudice to any other rights that it may have, be entitled to exercise any or all of the following rights:*
- 33.1.1 *Enforce strict compliance with the terms and conditions of the Contract;*
- 33.1.2 *To terminate this Contract without prejudice to any other rights it may have;*
- 33.1.3 *To suspend further payments to the Service Provider;*
- 33.1.4 *To appoint other service providers to complete the execution of the Services, in which event the Service Provider shall be held liable for costs incurred in connection with and arising from the appointment of such a service provider as well as damages suffered.*
- 33.2 *The Service Provider agrees to, within ten (10) days of written request from the Employer, give access to and to make available all information, documents, programmes, advice, recommendations and reports collected, furnished and/or compiled by them to enable the Employer to assume responsibility for and the benefit of the project as a whole.*
- 33.3 *In the event of breach by the Employer of the terms and conditions of this Contract, and in the event of the Employer remaining in breach after ten (10) days' written notice calling for rectification of the breach, the Service Provider shall be entitled to:*
- 33.3.1 *enforce strict compliance with the terms and conditions of the Contract; or*
- 33.3.2 *terminate the Contract by delivering written notice to the Employer to that effect to the extent that such breach is of a material term of this Contract.*
34. *STOPPAGE AND/OR TERMINATION OF CONTRACT*
- 34.1 *The Employer reserves the right to terminate this Contract or temporarily stop the Services, or any part thereof, at any stage of completion.*



- 34.2 *The Employer shall have the right to terminate this Contract without prejudice to any of its rights upon the occurrence of any of the following acts:*
- 34.2.1 *on breach of this Contract by the Service Provider as stipulated in Clause 33;*
  - 34.2.2 *on commencement of any action for the dissolution and/or liquidation of the Service Provider, except for purposes of an amalgamation or restructuring approved in advance by the Employer in writing;*
  - 34.2.3 *if the Service Provider receives a court order to be placed under judicial management or to commence liquidation proceedings that is not withdrawn or struck out within five (5) days;*
  - 34.2.4 *if the Service Provider informs the Employer that it intends to cease performing its obligations in terms of this Contract;*
  - 34.2.5 *if the Service Provider informs the Employer that it is incapable of completing the Services as described; or*
  - 34.2.6 *if in the opinion of the Employer the Service Provider acted dishonestly;*
- 34.3 *The Employer reserves the right to, even in the absence of breach or the events referred to in 34, terminate this Contract at any time, by giving one (1) calendar month written notice to the Service Provider.*
- 34.4 *Further, the Contract shall be considered as having been terminated:*
- 34.4.1 *where the Employer stops the Contract and/or the Project and instructions to resume or reinstate the Services are not issued within twelve (12) months of the instruction; or*
  - 34.4.2 *if instructions, necessary for the Service Provider to continue with the Services after a stoppage instruction, are not received from the Employer within three (3) months after such instructions were requested by the Service Provider.*
- 34.5 *Should the Contract between the Employer and the Service Provider, or any part thereof, be terminated by either of the Parties due to reasons not attributed to the Service Provider:*
- 34.5.1 *The Service Provider will be remunerated for the appropriate portion of the Services satisfactorily completed, calculated in accordance with the agreed rates.*
  - 34.5.2 *Invoices for work done shall be submitted to the Employer within three (3) months after the termination of the Contract, failing which the Employer will not be obliged to pay same.*
  - 34.5.3 *The Service Provider shall not be entitled to advance a right of retention or any similar right if this Contract is terminated and specifically agrees to, within ten (10) days of written request from the Employer, give access to and to make available all information, documents, programmes, advice, recommendations and reports collected, furnished and/or compiled by them to enable the Employer to assume responsibility for and the benefit of the Contract as a whole.*
35. **DISPUTE RESOLUTION**
- 35.1 *In the event of a dispute, the Parties shall endeavour to resolve such dispute through negotiation, in good faith.*



- 35.2 *If the Parties fail to resolve a dispute through negotiation as mentioned in 35.1, within 14 days of a dispute being declared, the Parties may by written agreement refer the matter to mediation.*
- 35.3 *The mediator shall be a person agreed to by the Parties, failing agreement, the President: South African Facilities Management Institute shall nominate the mediator.*
- 35.4 *Whether or not mediation resolves the dispute and irrespective of the outcome of thereof, the Parties shall bear their own costs arising from the mediation and shall equally share the costs of the mediator and related costs. The mediator and the Parties shall, before the commencement of the mediation, agree on a scale of fees on which the mediator's fees will be based.*
- 35.5 *The Parties shall appoint the mediator within 21 days of agreeing to mediate.*
- 35.6 *On appointment of the mediator, the Parties shall jointly with the mediator decide on the procedure to be followed, representation, dates and venue for the mediation.*
- 35.7 *If the dispute or any part thereof is settled, the agreement shall be recorded by the mediator and signed by both Parties. The agreement shall be binding on the Parties to the extent that it correctly records the issues agreed upon between the Parties.*
- 35.8 *If the dispute or any part thereof remains unresolved, it may be resolved by litigation proceedings.*
- 35.9 *If the mediator or any Party, at any time during the mediation process, is of the opinion that the mediation will not resolve the dispute, then he may in writing stop the mediation process. The dispute may then be dealt with in terms of 35.8.*
- 35.10 *Notwithstanding anything else herein contained to the contrary, it is agreed that irrespective of the fact that the dispute is referred to negotiation, mediation or litigation in court, the decision of the Employer on the dispute involved will immediately be given effect to by the Service Provider and the Service Provider shall proceed with the Services with all diligence unless the Parties agree otherwise in writing.*
36. GENERAL
- 36.1 *This is the entire Contract between the Parties and may only be amended if reduced to writing and signed by the duly authorised representatives of both Parties, whereafter such amendments will take effect.*
- 36.2 *The Contract shall be governed by, construed and interpreted according to the law of the Republic of South Africa.*
37. DOMICILIUM CITANDI ET EXECUTANDI
- 37.1 *The domicilium citandi et executandi of the Parties for all purposes arising from this Contract for the service of notices and legal process shall be as specified by the Parties in the Contract Data.*
- 37.2 *Each of the Parties shall be entitled at any time by way of written notice to the other Party, to change its domicilium citandi et executandi to another physical address.*
- 37.3 *Any notice in terms of the conditions of the Agreement must either be:*
- 37.3.1 *delivered by hand during normal business hours of the recipient; or*
- 37.3.2 *sent by prepaid registered post to the address chosen by the addressee.*



37.4 *A notice in terms of the provisions of this Agreement shall be considered to be duly received:*

37.4.1 *if hand-delivered on the date of delivery;*

37.4.2 *if sent by registered post as indicated in clause 37.3.2 above, ten (10) days after the date it was posted, unless the contrary is proved.*

37.5 *Notwithstanding anything to the contrary contained or implied in this Agreement, the written notice or communication actually received by one of the Parties from the other, including by way of facsimile transmission, shall be adequate written notice or communication to such Party.*

37.6 *Any notice, request, consent, or other communication made between the Parties pursuant to the Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or one day after being sent by facsimile to such Party at the number specified in the Contract Data or one week after being sent by registered post to the addressee specified in the Contract Data.*