

Bid No:JHB.22/25

CLOSING DATE:

17 November 2022 @ 11:00

ADVERT DATE:

28 October 2022

**SERVICE: MAINTENANCE, SERVICE,
REPAIRS & REPLACEMENT OF
STANDBY GENERATORS TO VARIOUS
AREAS WITHIN THE JURISDICTION
OF JOHANNESBURG REGIONAL
OFFICE FOR A PERIOD OF 24
MONTHS**

DOCUMENT WILL BE SOLD AT A

NON-REFUNDABLE

DEPOSIT OF R500-00 CASH PER SET

REQUIRED CIDB GRADING 6EB OR HIGHER

**Compulsory briefing: 10/11/2022, 10h00 @ No.78 cnr Dekorte &
De Beer street, Minerallia Building 4th Floor Boardroom ,
Braamfontein**

Enquiries: Mr. Aarone Ntsonga – 082 906 6400

Or

**Ms. Kholofelo Dliwayo – (011) 713-6081
Mr. Daniel Magogodi – (011) 713-6157**

PA 32: INVITATION TO BID PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	JHB 22/25	CLOSING DATE:	17/11/2022	CLOSING TIME:	11h00 am
DESCRIPTION	MAINTENANCE, SERVICE, REPAIRS AND REPLACEMENT OF STANDBY GENERATORS TO VARIOUS AREAS WITHIN THE JURISDICTION OF JHB REGIONAL OFFICE FOR A PERIOD OF 24 MONTHS.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (DPW04.1 GS or DPW04.2 GS).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
78 De korte street, Mineralia Building					
Braamfontein, JHB					
OR POSTED TO:					
P.O Box 03					
Braamfontein, 2017					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
		<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
		<input type="checkbox"/>	A REGISTERED AUDITOR DETAILS: NAME:		
		REGISTRATION NUMBER: BUSINESS ADDRESS: TELEPHONE NUMBER:.....			

E-MAIL ADDRESS:.....

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			

TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE ('ALL APPLICABLE TAXES)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

PART B TERMS AND CONDITIONS FOR BIDDING

1. Bid SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE
1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILEING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD

NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
- IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.**

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. AN ORIGINAL OR CERTIFIED COPY OF THE B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE.

Note Well:

- a) In respect of non VAT vendors the bidders may not increase the bid price under Section 67(1) of the Value Added Tax Act of 1991 where the relevant transaction would become subject to VAT by reason of the turnover threshold being exceeded and the bidder becomes liable for VAT.
- b) **All delivery costs must be included in the bid price, for delivery at the prescribed destination.**
- c) The price that appears on this form is the one that will be considered for acceptance as **a firm and final offer.**
- d) The grand total in the pricing schedule(s), inclusive of VAT, attached to the bid offer must correlate and be transferred to this form (PA32).
- e) Where there are inconsistencies between the grand total price offer in the pricing schedule(s) and the PA32 price offer, the price offer on the PA32 shall prevail and deemed to be firm and final. No further correspondence shall be entered into in this regard.

¹ All applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies

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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

Project title:	MAINTENANCE, SERVICE, REPAIRS AND REPLACEMENT OF STANDBY GENERATORS TO VARIOUS AREAS WITHIN THE JURISDICTION OF JHB REGIONAL OFFICE FOR A PERIOD OF 24 MONTHS.		
Tender no:	JHB 22/25	Reference no:	NEW
Advertising date:	28/10/2022	Closing date:	17/11/2022
Closing time:	11h00 am	Validity period:	84 calendar days (12 Weeks)

1. REQUIRED CIDB GRADING

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

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

2. RESPONSIVENESS CRITERIA

2.1 Substantive responsiveness criteria

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

1	<input checked="" type="checkbox"/>	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	<input checked="" type="checkbox"/>	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	<input checked="" type="checkbox"/>	Use of correction fluid is prohibited.
4	<input checked="" type="checkbox"/>	Submission of (DPW-07 EC): Form of Offer and Acceptance.
5	<input checked="" type="checkbox"/>	Submission of (PA-16): Preference points claim form in terms of the Preferential Procurement Regulations 2017.
6	<input checked="" type="checkbox"/>	Submission of (PA – 36 and Annexure/s C): Declaration Certificate for Local Production and Content for designated sectors.
7	<input checked="" type="checkbox"/>	Submission of DPW-09 (EC): Particulars of Tenderer's Projects.
8	<input type="checkbox"/>	Submission of DPW-16 (EC): Site Inspection Meeting Certificate
9	<input checked="" type="checkbox"/>	Submission of record of attending compulsory virtual bid clarification / site inspection meeting.
10	<input checked="" type="checkbox"/>	Submission of DPW-21 (EC): Record of Addenda to tender documents
11	<input checked="" type="checkbox"/>	The tenderer shall submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.

Tender no: JHB 22/25

12	<input checked="" type="checkbox"/>	The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender.
13	<input type="checkbox"/>	Submission of Proof of 30% Subcontracting participation and related documents in terms of the Preferential Procurement Regulations 2017
14	<input checked="" type="checkbox"/>	Submit certified copies, a minimum of 01 (one) Mechanical certificate and 01 (one) of Electrical Artisan certificate OR 01 (one) Electrical artisan certificate and 01 (one) Millwright certificate
15	<input checked="" type="checkbox"/>	OR 01 (one) Mechanical artisan certificate and 01 (one) Millwright certificate issued by an accredited institution
16	<input checked="" type="checkbox"/>	Submit a certified copy of Electrical Contractors Certificate issued in the name of the Enterprise(s) Electrical Conformance Board (ECB) Or Electrical Contractors Association (ECA)
17	<input checked="" type="checkbox"/>	Submit a valid original or certified BBBEE certificate accredited by SANAS or valid sworn affidavit attested by commissioners of oath or a valid sworn affidavit from CIPC or DTI affidavit.
18	<input checked="" type="checkbox"/>	All certified copies must not be older than six (06) months, Where DPW-16 is not completed, attendance register will be used as a proof

2.2 Administrative responsiveness criteria

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

1	<input checked="" type="checkbox"/>	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's .
2	<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	<input checked="" type="checkbox"/>	Submission of (PA-11): Bidder's disclosure.
4	<input checked="" type="checkbox"/>	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.
5	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD).
6	<input checked="" type="checkbox"/>	Submission of DPW-15 (EC): Schedule of proposed sub-contractors
7	<input type="checkbox"/>	The tenderer shall submit his fully priced Bills of Quantities (complete document inclusive of all parts) within 14 days from request.
8	<input checked="" type="checkbox"/>	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
9	<input 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.
10	<input checked="" type="checkbox"/>	Submission of DPW-16 (EC): Site Inspection Meeting Certificate To clarify bid document
11	<input checked="" type="checkbox"/>	Sign an undertaking that you will take a minimum of two (02) EPWP Participants, failure to sign the declaration will render the bid non-responsive. (Annexure A)
12	<input checked="" type="checkbox"/>	Bidder must sign the declaration of the security screening of the company Directors and all employees attached to the project. (Annexure B)
13	<input checked="" type="checkbox"/>	In terms of submitting Public Liability Insurance Certificate the bidder must complete and sign the declaration (Annexure C) to agree that
14	<input checked="" type="checkbox"/>	in the event that any injury or damage may occur the bidder will be responsible for all legal claims that may arise while on duty during the execution of
15	<input type="checkbox"/>	

Tender no: JHB 22/25

3. PRE-QUALIFICATION CRITERIA

Preferential procurement: *Applicable*

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

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

Functionality: *Applicable*

Note: All bids involving the acquisition of engineering and construction works from cidb Grade 4 and above are subjected to functionality.

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

Minimum functionality score to qualify for further evaluation:	
Functionality criteria:	Weighting factor:
A) Attach a valid certified copies of an original Electrical Trade certificates issued by an accredited institution. 2 X Qualified Artisans - Electrical trade certificate (Score 1) 3 X Qualified Artisans - Electrical trade certificate (Score 2) 4 X Qualified Artisans - Electrical trade certificate (Score 3) 5 X Qualified Artisans - Electrical trade certificate (Score 4) 6 and more Qualified Artisans - Electrical trade certificate (Score 5)	35
(B) Attach a list of successfully completed comparable projects(Attach a completion certificate and together with an appointment letter as a proof) within five (05) years of the completion. (Maintenance, Service , Repair, Replacement or Installation of Standby Generators). The value of the project(s) must be R 3 000 000.00 or higher 1 X Successfully completed comparable projects (Score 1) 2 X Successfully completed comparable projects (Score 2) 3 X Successfully completed comparable projects (Score 3) 4 X Successfully completed comparable projects (Score 4) 5 and more Successfully completed comparable projects (Score 5)	30

C) Attach a valid certified copies of an original Mechanical Artisan (Trade Test) or Milwright artisan certificates issued by an accredited institution.	
2 X Qualified Artisans - Mechanical or Milwright (Score 1)	35
3 X Qualified Artisans - Mechanical or Milwright (Score 2)	
4 X Qualified Artisans - Mechanical or Milwright (Score 3)	
5 X Qualified Artisans - Mechanical or Milwright (Score 4)	
6 and more Qualified Artisans - Mechanical or Milwright (Score 5)	
Total	100 Points

Tender no: JHB 22/25

4. BID EVALUATION METHOD

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

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

In case where below/above R 50 000 000 is selected, the lowest acceptable tender will be used to determine the applicable preference point system.

5. 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.

5.1 Technical risks:

Criterion 1: Experience on comparable projects during the past specify period between 5 and 10 years.

The tendering Service Provider's experience on comparable projects during the past specify period between 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 specify period between 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 specify period between 5 and 10 years as per

Tender no: JHB 22/25

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.

5.2 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.

Tender no: JHB 22/25

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.

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

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

(a)	Minimum 30% Mandatory Subcontracting to SMMEs in accordance with the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017 as published in the Government Gazette Notice No. 40553 of 20 January 2017 – Condition of Tender.	Not applicable
(b)	Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(c)	Minimum Targeted Local Building Material Suppliers Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(d)	Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable

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

(e)	cidb BUILD Programme: Minimum Targeted Enterprise Development Contract Participation Goal in accordance with the cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(f)	cidb BUILD Programme: Minimum Targeted Contract Skills Development Goal in accordance with the cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 43495 of 3 July 2020, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(g)	DPWI National Youth Service training and development programme (NYS) – Condition of Contract.	Not applicable
(h)	Labour Intensive Works – Condition of Contract.	Not applicable
(i)		Select

Tender no: JHB 22/25

(j)		Select
-----	--	---------------

7. COLLECTION OF TENDER DOCUMENTS

☒ Bid documents are available for free download on e-Tender portal www.eterenders.gov.za

☒ Alternatively; Bid documents may be collected during working hours at the following address **78 DE KORTE STREET, BRAAMFONTEIN, JHB**. A non-refundable bid deposit of R 500.00 is payable (cash only) on collection of the bid documents.

8. SITE INSPECTION MEETING

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

The particulars for said pre- tender site inspection meeting or virtual bid clarification / site inspection meeting. are:

Venue:	78 De Korte street, Mineralia building , Braamfontein.		
Virtual meeting link:	N/A		
Date:	10/11/2022	Starting time:	10h00 am

9. ENQUIRIES

Enquiries related to tender documents may be addressed to:

DPWI Project Manager:	Aarone Ntsonga	Telephone no:	011 713 6241
------------------------------	----------------	----------------------	--------------

Cellular phone no:	082 906 6400	Fax no:	
E-mail:	Aarone.Ntsonga@dpw.gov.za		

10. DEPOSIT / RETURN OF TENDER DOCUMENTS

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

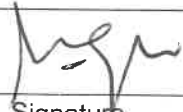
Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

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

Tender no: JHB 22/25

Tender documents may be posted to: The Director-General Department of Public Works and Infrastructure Private Bag X 03 Braamfontein 2017 Attention: Procurement section: Room G12	OR	Deposited in the tender box at: 78 De korte street MINERALIA BUILDING Cnr De korte ang De Beers Tender box grouping floor
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------	---------------------------------------------------------------------------------------------------------------------------------------------------------

11. COMPILED BY:

Aarone Ntsonga		28/10/2022
Name of Project Manager	Signature	Date

PA-09 (EC): LIST OF RETURNABLE DOCUMENTS

Project title:	MAINTENANCE, SERVICE, REPAIRS AND REPLACEMENT OF STANDBY GENERATORS TO VARIOUS AREAS WITHIN THE JURISDICTION OF JHB REGIONAL OFFICE FOR A PERIOD OF 24 MONTHS.		
Tender / Quotation no:	JHB 22/25	Reference no:	NEW
Receipt Number:			

1. RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

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

Tender document name	Number of pages issued	Returnable document
Form of Offer and Acceptance (DPW-07 EC)	4 Pages	Yes
Submission of Bidder's disclosure (PA-11)	3 Pages	Yes
Resolution of Board of Directors (PA-15.1) (if applicable)	1 Page	Yes
Resolution of Board of Directors to enter into Consortia or JV's (PA-15.2) (if applicable)	2 Pages	Yes
Special Resolution of Consortia or JV's (PA-15.3) (if applicable)	3 Pages	Yes
Preference points claim form in terms of the Preferential Procurement Regulations 2017 (PA – 16.1)	5 Pages	Yes
Declaration Certificate for Local Production and Content for designated sectors (PA – 36 and Annexure/s C)	04 And annexure C	Yes
Fully completed Declaration of Designated Groups for Preferential Procurement (PA 40)	2 Pages	Yes
Registration on National Treasury's Central Supplier Database (CSD).	-	Yes
Particulars of Tenderer's Projects (DPW-09 EC)	2 Pages	Yes
Site Inspection Meeting Certificate (DPW-16 EC) (if applicable).	1 Page	Yes
Record of attending compulsory virtual bid clarification / site inspection meeting (if applicable).	1 Page	N/A
Record of Addenda to tender documents (DPW-21 EC)	1 Page	Yes
Proof of 30% Subcontracting participation and related documents in terms of the Preferential Procurement Regulations 2017 (if applicable).	0 pages	N/A
Invitation to Bid PA-32	03 Pages	Yes
PA-10 : General Condition of Contract	10 Pages	Yes
PA-29 : Certificate of Independent Bid Determination	04 Pages	Yes

* In compliance with the requirements of the cidb SFU Annexure G

Tender / Quotation no: JHB 22/25

2. ADDITIONAL RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

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

Tender document name	Number of pages issued	Returnable document
Any <u>additional</u> information required to complete a risk assessment (<i>if applicable</i>)	-	<input type="checkbox"/> Yes
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	7	<input type="checkbox"/> Yes
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. RETURNABLE DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

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

Tender document name	Number of pages issued	Returnable document
Schedule of proposed sub-contractors (DPW-15 EC) (<i>if applicable</i>)	1 Page	<input type="checkbox"/> Yes
Particulars of Electrical Contractor (DPW-22 EC) (<i>if applicable</i>)	1 Page	<input type="checkbox"/> Yes
Mechanical / Electrical / Security Work material and equipment schedules (<i>if applicable</i>)	Pages	<input type="checkbox"/> Yes
Schedule for Imported Materials and Equipment (DPW-23 EC) (<i>if applicable</i>)	1 Page	<input type="checkbox"/> Yes

4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

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

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

Tender document name	Number of pages issued	Returnable document
Priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts)	29 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Fully priced and completed sectional summary- and final summary pages with the tender.	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No

Tender / Quotation no: JHB 22/25

Tender document name	Number of pages issued	Returnable document
Declaration of Security Vetting	1 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Declaration to comply with EPWP	1 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Undertaking for Public Liability Insurance	1 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

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

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

Signed by the Tenderer

Name of representative	Signature	Date

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

Project title:	MAINTENANCE, SERVICE, REPAIRS AND REPLACEMENT OF STANDBY GENERATORS TO VARIOUS AREAS WITHIN THE JURISDICTION OF JHB REGIONAL OFFICE FOR A PERIOD OF 24 MONTHS.		
Tender / Quotation no:	JHB 22/25	Reference no:	NEW

OFFER

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

MAINTENANCE, SERVICE, REPAIRS AND REPLACEMENT OF STANDBY GENERATORS TO VARIOUS AREAS WITHIN THE JURISDICTION OF JHB REGIONAL OFFICE FOR A PERIOD OF 24 MONTHS.

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

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

THE TOTAL OFFER INCLUSIVE OF ALL APPLICABLE TAXES (All applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies) **IS:**

Rand (in words):
Rand in figures:	R

The amount in words takes precedence over the amount in figures. The award of the tender may be subjected to further price negotiation with the preferred tenderer(s). The negotiated and agreed price will be considered for acceptance as **a firm and final offer**.

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

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

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

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

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

Page 1 of 4

For Internal & External Use

Effective date 27 June 2022

Version 2022/01

Tender / Quotation no: JHB 22/25

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:	Note: A Resolution / Power of Attorney, signed by all the Directors / Members / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.

SIGNED FOR THE TENDERER:

Name of representative	Signature	Date

WITNESSED BY:

Name of witness	Signature	Date

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

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

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

SECURITY OFFERED:

- (a) the Tenderer accepts that in respect of contracts up to R1 million, a payment reduction** of 5% of the contact value (excluding VAT) will be applicable and will be deducted by the Employer in terms of the applicable conditions of contract
- (b) in respect of contracts above R1 million, the Tenderer offers to provide security as indicated below:
- (1) cash deposit of 10 % of the Contract Sum (excluding VAT) Yes ☐ No ☐
 - (2) variable construction guarantee of 10 % of the Contract Sum (excluding VAT) Yes ☐ No ☐
 - (3) payment reduction of 10% of the value certified in the payment certificate (excluding VAT) Yes ☐ No ☐
 - (4) cash deposit of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) Yes ☐ No ☐
 - (5) fixed construction guarantee of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) Yes ☐ No ☐

NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998) or Short-Term Insurance Act, 1998 (Act 35 of 1998)] or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.

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

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

Page 2 of 4

For Internal & External Use

Effective date 27 June 2022

Version 2022/01

Tender / Quotation no: JHB 22/25

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

Other Contact Details of the Tenderer are:

Telephone No..... Cellular Phone No.

Fax No

Postal address

Banker Branch.....

Registration No of Tenderer at Department of Labour

CIDB Registration Number:

ACCEPTANCE

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

The terms of the contract are contained in:

Part C1 Agreement and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work

Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five (5) working days of the date of such receipt notifies the employer in writing of any reason why he/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

For the Employer:

Name of signatory	Signature	Date

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

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

Tender / Quotation no: JHB 22/25

Name of Organisation:	Department of Public Works and Infrastructure
Address of Organisation:	78 De korte Street Braamfontein 2017

WITNESSED BY:

Name of witness	Signature	Date

Schedule of Deviations

1.1.1. Subject:
Detail:
1.1.2. Subject:
Detail:
1.1.3. Subject:
Detail:
1.1.4. Subject:
Detail:
1.1.5. Subject:
Detail:
1.1.6. Subject:
Detail:

By the duly authorised representatives signing this agreement, the Employer and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

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

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

Page 4 of 4

For Internal & External Use

Effective date 27 June 2022

Version 2022/01

PA-10: GENERAL CONDITIONS OF CONTRACT (GCC)

NOTES:

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

PA-10: General Conditions of Contract (GCC)

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

PA-10: General Conditions of Contract (GCC)

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

PA-10: General Conditions of Contract (GCC)

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

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

PA-10: General Conditions of Contract (GCC)

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

PA-10: General Conditions of Contract (GCC)

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

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

14. Spare parts

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

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

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

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

PA-10: General Conditions of Contract (GCC)

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

PA-10: General Conditions of Contract (GCC)

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

PA-10: General Conditions of Contract (GCC)

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of Liability

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

PA-10: General Conditions of Contract (GCC)

29. Governing language

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

30. Applicable law

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

31. Notices

- 31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African

33. National Industrial Participation Programme (NIPP)

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

34. Prohibition of Restrictive Practices

- 34.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3. If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Name of Bidder	Signature	Date

PA-11: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

YES / NO

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

Full Name	Identity Number	Name of State institution

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

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

YES / NO

- 2.2.1 If so, furnish particulars:

.....
.....

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

YES / NO

- 2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² 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.

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

This form has been aligned with SBD4

PA- 29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

Project title:	MAINTENANCE, SERVICE, REPAIRS AND REPLACEMENT OF STANDBY GENERATORS TO VARIOUS AREAS WITHIN THE JURISDICTION OF JHB REGIONAL OFFICE FOR A PERIOD OF 24 MONTHS.		
Bid no:	JHB 22/25	Reference no:	NEW

INTRODUCTION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder.
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.

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

I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 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.

Name of Bidder	Signature	Date	Position

³ 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.



PA16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

1. GENERAL CONDITIONS

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

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

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

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

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

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

POINTS

1.3.1.1 **PRICE**

80

1.3.1.2 **B-BBEE STATUS LEVEL OF CONTRIBUTION**

20

Total points for Price and B-BBEE must not exceed

100

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

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

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

- 1.7 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.
- 1.8 CERTIFICATES ISSUED BY IRBA AND ACCOUNTING OFFICER HAVE BEEN DISCONTINUED; HOWEVER VALID CERTIFICATES ALREADY ISSUED BEFORE 01 JANUARY 2017 MAY BE USED UNTIL THEY PHASE OUT COMPLETELY BY DECEMBER 2017

2. DEFINITIONS

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

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”.

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

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

3. ADJUDICATION USING A POINT SYSTEM

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

4. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

P_s = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

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

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

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

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

6. BID DECLARATION

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

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

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

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

8 SUB-CONTRACTING (relates to 5.5)

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

8.1.1 If yes, indicate:

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

(ii) the name of the sub-contractor?

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

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

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

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm

9.2 VAT registration number

9.3 Company registration number

9.4 TYPE OF COMPANY/ FIRM
Partnership/Joint Venture / Consortium
One person business/sole propriety
Close corporation
Company
(Pty) Limited

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

For Internal Use

Effective date 20 September 2021

Page 5 of 6
Version: 1.4

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

9.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

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

WITNESSES:

1.

2.

.....

SIGNATURE(S) OF BIDDER(S)

DATE:..... ADDRESS:.....

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

_____ (Project description as per Bid / Tender Document)

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

- *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

17			
18			
19			
20			

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

Note:

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

ENTERPRISE STAMP

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

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

1. The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises:

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

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

(Project description as per Bid /Tender Document)

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

2. *Mr/Mrs/Ms: _____
in *his/her Capacity as: _____ (Position in the Enterprise)
and who will sign as follows: _____

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

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

Physical address: _____

_____ (code)

Postal Address: _____

_____ (code)

Telephone number: _____

Fax number: _____

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

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

Note:

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

ENTERPRISE STAMP

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ (place)

on _____ (date)

RESOLVED that:

RESOLVED that:

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

(Project description as per Bid /Tender Document)

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

PA-15.3: Special Resolution of Consortia or Joint Ventures

B. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

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

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

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

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

Physical address: _____

_____ (Postal code) _____

Postal Address: _____

_____ (Postal code) _____

Telephone number: _____

Fax number: _____

PA-15.3: Special Resolution of Consortia or Joint Ventures

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

The bidding enterprise hereby absolves the Department of Public Works & 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).

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender no:

Name of Tenderer ☐ EME¹ ☐ QSE² ☐ Non EME/QSE (tick applicable box)

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

Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in Rural (R) / Under Developed Area (UD) / Township (T) / Urban (U).	Indicate if military veteran
1.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
8.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
9.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
10.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
11.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
12.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No

Where Owners are themselves a Company, Close Corporation, Partnership etc, identify the ownership of the Holding Company, together with Registration number
State date of South African citizenship obtained (not applicable to persons born in South Africa)

¹ EME: Exempted Micro Enterprise

² QSE: Qualifying Small Business Enterprise

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender no:

2. DECLARATION:

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

- 1 The information and particulars contained in this Affidavit are true and correct in all respects;
- 2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), the Preferential Procurement Regulations, 2017, National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;
- 3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;
- 4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;
- 5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

Signed by the Tenderer

Name of representative	Signature	Date

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

Project title:	MAINTENANCE, SERVICE, REPAIRS AND REPLACEMENT OF STANDBY GENERATORS TO VARIOUS AREAS WITHIN THE JURISDICTION OF JHB REGIONAL OFFICE FOR A PERIOD OF 24 MONTHS		
Tender / quotation no:	JHB 22/25	Closing date:	17/11/2022
Advertising date:	28/10/2022	Validity period:	84 days

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

1.1. Current projects

Projects currently engaged in	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commencement date	Contractual completion date	Current percentage progress
1						
2						
3						
4						
5						
6						
7						
8						

Tender no:

1.2. Completed projects

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

Name of Tenderer	Signature
	Date

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

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

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

1. General Conditions

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

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

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

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

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

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

Page 1 of 4



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

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

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

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

Description of services, works or goods

Stipulated minimum threshold

ITEM NO.	DESCRIPTION	THRESHOLD
53	Battery no 674-682	50%
54	Battery no 688-689	50%
64	Earth wire (2-6mm)	90%
65	PVC Coated wire (1.5-6mm)	90%

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

(Tick applicable box)

YES		NO	
-----	--	----	--

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

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

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

Currency	Rates of exchange
US Dollar	R 18,05
Pound Sterling	R 20,81
Euro	R 17,97
Yen	R 0,12
Other	

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

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

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

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

Page 2 of 4



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

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

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

IN RESPECT OF BID NO.

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

NB

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

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

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

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

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

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".



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

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

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

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

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

(C1) (C2) (C3) (C4) (C5) (C6) (C7)

Specified local content %

GBP

Date: _____[illegible]

(C21) Total Exempt imported content

(C23) Total Imported content

(C23) Total Imported content	R 0
(C24) Total local content	R 0
(C25) Average local content % of tender	



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

ANNEXURE A

DECLARATION FOR EPWP

Project title	<i>MAINTENANCE, SERVICE, REPAIRS AND REPLACEMENT OF STANDBY GENERATORS TO VARIOUS AREAS WITHIN THE JURISDICTION OF JHB REGIONAL OFFICE FOR A PERIOD OF 24 MONTHS.</i>
---------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Tender no: JHB 22/25
Date advertised: 28/10/2022
Site briefing: 10/11/2022
Closing date: 17/11/2022

I _____ representing the
company _____.

Hereby declare that should my Bid be successful, the company will absorb 2 (minimum) of participants to comply with the EPWP requirements.

Name of the person: _____

Signature of representative: _____

DATE: _____



public works

Department:
Public Works
REPUBLIC OF SOUTH AFRICA

Annexure B

DECLARATION FOR SECURITY SCREENING

Project title	<i>MAINTENANCE, SERVICE, REPAIRS AND REPLACEMENT OF STANDBY GENERATORS TO VARIOUS AREAS WITHIN THE JURISDICTION OF JHB REGIONAL OFFICE FOR A PERIOD OF 24 MONTHS.</i>
---------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Tender no: JHB 22/25
Date advertised: 28/10/2022
Site briefing: 10/11/2022
Closing date: 17/11/2022

I/We _____ representing the
company _____.

1. I/We hereby declare that as the company **Director/s** before the bid is awarded will be subjected to a security vetting process and I/We will provide the Department with all the information required to execute the screening process.
2. I/We further declare that, all the **employees** relevant to the bid in question will also be subjected to security vetting, and the required documentation should be submitted to Security Management Unit within 14 days from the date of receipt herein.
3. Failure to sign the declaration will render the bid non-responsive.

Name of the person: _____

Signature of representative: _____

DATE: _____



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

ANNEXURE C

DECLARATION FOR PUBLIC LIABILITY INSURANCE

Project title	<i>MAINTENANCE, SERVICE, REPAIRS AND REPLACEMENT OF STANDBY GENERATORS TO VARIOUS AREAS WITHIN THE JURISDICTION OF JHB REGIONAL OFFICE FOR A PERIOD OF 24 MONTHS.</i>
---------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Tender no: JHB 22/25
Date advertised: 28/10/2022
Site briefing: 10/11/2022
Closing date: 17/11/2022

I/We _____ representing the
company _____.

Hereby declare that the bid awarded to the successful bidder, the company will be responsible for all legal that may arise in the event of injury, death and damage.

Should the Bidder not sign this declaration bid will be deemed non-responsive.

Name of the person: _____

Signature of representative: _____

DATE: _____

DPW-16 (EC): SITE INSPECTION MEETING CERTIFICATE

Project title:	<i>MAINTENANCE, SERVICE, REPAIRS AND REPLACEMENT OF STANDBY GENERATORS TO VARIOUS AREAS WITHIN THE JURISDICTION OF JHB REGIONAL OFFICE FOR A PERIOD OF 24 MONTHS.</i>		
Tender no:	<i>JHB 22/25</i>	Reference no:	
Closing date:	<i>17/11/2022</i>		

This is to certify that I, _____ representing
 _____ in the company of
 _____ visited the site on: **10/11/2022**

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

Name of Tenderer	Signature	Date

Name of DPW Representative	Signature	Date

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

Project title:	MAINTENANCE, SERVICE, REPAIRS AND REPLACEMENT OF STANDBY GENERATORS TO VARIOUS AREAS WITHIN THE JURISDICTION OF JHB REGIONAL OFFICE FOR A PERIOD OF 24 MONTHS		
Tender no:	JHB 22/25	Reference no:	NEW

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

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

Name of Tenderer	Signature	Date

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

Name of Tenderer	Signature	Date

BID NUMBER: JHB: 22/25
REPUBLIC OF SOUTH AFRICA
DEPARTMENT OF PUBLIC WORKS



BID
FOR THE
MAINTENANCE, SERVICE, REPAIRS, AND REPLACEMENT OF STANDBY
GENERATORS TO VARIOUS AREAS WITHIN THE JURISDICTION OF
JOHANNESBURG REGIONAL OFFICE FOR THE PERIOD OF 24 MONTHS.

AT
SOUTH GAUTENG PROVINCE:

*OFFICE OF THE REGIONAL MANAGER
DEPARTMENT OF PUBLIC WORKS
PRIVATE BAG X3
BRAAMFONTEIN
2107*

DATE: _____



INDEX

PAGES

1.	<i>SPECIAL CONDITION OF CONTRACT</i>	3 -12
2.	<i>SCHEDULE 1-SERVICING OF GENERATOR SET</i>	13 -17
3.	<i>SCHEDULE 2- REPAIR / REPLACEMENT OF PARTS</i>	18-19
4.	<i>SCHEDULE 3-COMPLETE REPLACEMENT AND HIRING OF GEN. SET</i>	20
5.	<i>SCHEDULE 4-TRANSPORT</i>	21
6.	<i>SCHEDULE 5-NON SCHEDULE MATERIAL AND LABOUR RATES</i>	22
7.	<i>SCHEDULE 6-EXTENDED PUBLIC WORKS PROGRAMME (EPWP)</i>	23
8.	<i>SUMMARY PAGE</i>	24
9.	<i>JOB CARD</i>	25
10.	<i>MAP OF THE JOHANNESBURG REGIONAL OFFICE JURISDICTION</i>	26
11.	<i>SERVICE CHECKLIST FOR PETROL AND DIESEL GEN. SETS</i>	27-29



public works

Department:
Public Works
REPUBLIC OF SOUTH AFRICA

TERM CONTRACT

This is a term contract for 24 months and will cover all or some of the following requirements;

- Day to day repairs(maintenance)
- Services required on monthly, quarterly, bi-annual or annually as is stipulated in the tender document.
- Replacing of items directly linked to this specific tender as is requested.

Rates

- The rates in the price segment include a year 1 and Year 2 this is applicable to the term of 24months.
- The duration of this term contract is divided into 12 months which would not necessary calculate from January to December.
- This means that a term contract awarded on the 05/02/2023 the rates applicable to year one will be from the 05/02/2023 to 04/02/2024 and year two rates applicable from 05/02/2024 to 04/02/2025.

Special Conditions of Contract (SCC)

- The SCC must be carefully read and complied with in all aspects.
- All procedures must be adhered to.
- The segregation of responsibilities and duties between the NDPW and the successful Bidder is clearly indicated and must be adhered to.
- The accountability by the successful bidder must be understood and adhered to at all times.
- The understanding of the SCC is crucial to the success or failure of this BID
- The SCC will not be compromised during any stage of this Term Contract
- Should any clause or sentence not be understood please enquire with the Chief Works Manager or the responsible works manager dealing with this contract for clarity.

End of explanation of what a term contract is.

SPECIAL CONDITIONS OF CONTRACT (SCC) FOR TERM CONTRACTS ONLY

1. VALUE-ADDED TAX

All prices, rates, tariffs etc. in this tender document shall exclude Value-Added Tax (VAT).

2. PRICES

2.1 All prices for items in this document shall include for additional costs, if any, which may occur during this Term Contract as well as for the supply of all scaffolding and normal plant and everything necessary for the proper execution of the work.

2.2 Contract tariffs shall remain fixed for the duration of the Term Contract and no price adjustment shall be allowed except for increase in VAT.

2.3 There are no P&G,s, escalations or any other financial variations associated with a project.

2.4 This is purely a maintenance term contract for 24 months on existing properties.

2.5 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 payouts at the end of the 24 months term could exceed or be less than the offer of acceptance.

2.6 The National Department of Public Works Regional Office Johannesburg cannot be held accountable should the total payout at the end of the 24 months term be less than the offer of acceptance.

3. THE BID

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

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

4. DOCUMENTS

Should there be any contradiction between these Special Conditions of Contract and the General Conditions of Contract: PA-10 the SCC will take preference. Any other contradictions must be brought to the attention of the relevant official who will make a ruling, and such ruling will be final if applicable.

The following documents shall be read in conjunction with this BID.

- a) General Conditions of Contract (GCC): PA-10
- b) Occupational Health and Safety Act, Act no 85 of 1993.
- c) Municipal by-laws and any special requirements of the Local Authority pertaining to this particular contract.
- d) The Special Conditions of Contract(SCC)

The BIDDER shall study these documents and acquaint himself with the contents thereof as no claims in this regard shall be accepted.

The above mentioned documents are available from the office of the Regional Manager: 78 De Korte Street, Braamfontein 2107 for information.

5. PROVISIONAL QUANTITIES

All quantities in this BID document are provisional and inserted in order to obtain competitive tenders. The Department reserves the right to increase or decrease quantities and exclude or include installations during the progress of the contract and such increases or decreases shall not alter the rates for any item.

6. RATES

6.1 Each item to be serviced as listed in this tender document must be priced. "No cost", "R0.00", "Free", "N/A" or unfair and unreasonable tariffs for servicing shall not be accepted and may lead to disqualification of the BID. The Department reserves the right to make such adjustments to individual tariffs in these schedules as may be necessary to eliminate errors, discrepancies or what they consider to be unreasonable or unbalanced rates.

•
6.2 This is not a lump sum term contract. (Refer to item 2 Prices 2.5)

6.3 Any deviations, remarks or "refer to" where rates are required was not completed will be deemed as an alternative offer and will render the bid non responsive.

7. DURATION

The duration of the term contract shall be 24 months from the commencement date, unless terminated earlier in terms of any other clause of the Special Conditions of Contract. (SCC)

and GCC are breached.

8. ACCESS TO PREMISES

The Contractor undertakes to:

- a) Arrange with the occupants of buildings regarding access to the premises in order to execute the required service.
- b) Take adequate precautions to prevent damage to buildings, to fittings and furnishing inside the premises and elsewhere on the site.
- c) Accept liability and to indemnify the Department against any claims whatsoever arising from his conduct and/or the conduct of his employees.
- d) Safeguard all his employees in accordance with the regulations of the Unemployment Insurance Act 1966, (Act no 30 of 1966) and any amendments thereof.
- e) Comply with all by-laws and requirements of the Local Authority.
- f) Carry out maintenance, servicing and repairs during normal working hours

9. ACCESS CARDS TO SECURITY AREAS

Should the work fall within a security area, the Contractor shall obtain, either from the S A National Defense Force, Correctional Services , SA Police Service or Client Department access cards for his personnel and employees who work within such an area.

The Contractor shall comply with any regulations or instructions issued from time to time, concerning the safety of persons and property, by the S A National Defense Force or SA Police Service etc.

10. SECURITY CHECK ON PERSONNEL

The Department or the Chief of the SA National Defense Force, Correctional Services or the Commissioner of the SA Police Service may require the Contractor to have his personnel or a certain number of them security classified.

In the event of either the Department, the Chief of SA National Defense Force or the Commissioner of the SA Police Service requesting the removal of a person or persons from the site for security reasons, the Contractor shall do so forthwith and the Contractor 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.

10.1 DRESS CODE

The following dress code must be adhered to at all times by all workers during the execution of this Term Contract

- Workers must have a COMPANY WORK SUIT with the company logo on it.
- Must have clear identification tags with name number and a photograph openly displayed with the company logo as background.

- The dress code must adhere to the OHS Act in terms of protection for all workers for this particular service.
- Failure to adhere to the above criteria will result in the workers not gaining entry to any site for this particular service.

11. TRAINED STAFF

The Contractor shall use competent trained staff directly employed and supervised by him and shall take all the necessary steps to maintain the installations and keep it in perfect working condition. The Department reserves the right to inspect the Bidder's premises for plant, equipment and general good management before the bid is awarded.

Note:

A Statement of Experience gained and on what type of equipment shall be submitted with the tender if required.

12. MATERIAL OF EQUAL QUALITY (N/A)

13. REDUNDANT MATERIAL, RUBBISH AND WASTE (If applicable)

All redundant material and parts shall remain the property of the Government and shall be left on site and stored in a room designated therefore by the Caretaker or person in charge of the plant or building against the job card as a receipt. A copy of the job card shall be left with the Caretaker or person in charge for audit purposes. The original job card shall be attached to the invoice. Failure to comply with this requirement shall lead to payments not being effected within the prescribed period of 31 days.

All redundant material or parts shall be labeled with the complaint number for the repair work.

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

All rubbish and waste shall be removed from the site by the Contractor, and the plant / rooms shall be kept in a clean and neat condition. (Where applicable)

14. ASSOCIATED ELECTRICAL WORK (N/A)

Note:

All such work shall be carried out by, or under the supervision of a qualified person, and comply with the Occupational Health and Safety Act (Act No 85 of 1993)

15. SCOPE OF CONTRACT

This contract for the maintenance, servicing, repairs, and replacement of Standby generators in the GAUTENG Province(SOUTH) within the JOHANNESBURG REGIONAL OFFICE JURISDICTION, in properties, namely official messes in Military Bases, Police Stations, Prisoners, Court Buildings and all State Buildings, etc. as well as structures falling under the

control of the Department or other departments hereafter referred to as "Client" Departments, for a period of 24 (twenty- four) months, subjected to a exit clause/termination clause.

The Contractor shall submit to **Head of the Sub Directorate Technical Maintenance a program with fixed calendar dates when equipment will be serviced** within 14 days after the contract has been awarded, to enable the **Head of the Sub Directorate Technical Maintenance** to arrange for inspections. (If applicable).

Any deviations from this program shall be brought to the attention of the **Head of the Sub Directorate Technical Maintenance** by facsimile at least 7 days prior to the due servicing dates.

The Contractor shall supply, at his own cost, all consumable material such as oil, grease, waste, hacksaw blades, welding rods and material for all other forms of welding, insulation tape, cleaning materials and chemicals etc. necessary for the proper execution of repairs, maintenance and servicing. **No claims for consumables shall be accepted.**

Where repairs are required to specialise items of equipment the Contractor 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 making use of their services.

No mark-up or handling fees on sub-contractor's invoices shall be accepted.

16. **PREVENTATIVE MAINTENANCE SERVICE SCHEDULES (ANNEXURE A)**

Servicing shall be carried out strictly as stated on the service schedules and the Contractor shall after each service submit the service sheet, completed job card and invoice must be handed in to the Registry section at DPW Johannesburg

The Contractor shall make his own arrangements for printing and duplicating of service schedules and job cards.

The service schedule shall be countersigned by the officer in charge (**Head of Facilities**) of the building in which the equipment is situated and he shall endorse the schedule to the effect that the equipment is, in his opinion, operating satisfactorily.

17. **OFFICIAL ORDER FOR REPAIRS**

- a) An official order for repairs shall be issued to the Contractor.
- b) Instructions for repairs may only be issued to Contractors by officials of this Department (DPW/ JHB) who are the appointed persons responsible to issue the instruction. For each repair the complaint number issued for that repair as well as details regarding the defects shall be faxed or emailed to the Contractor.

Any instruction given by the Client and attended to by the contractor will not be honored by DPW but by the Client Department.

- c)
- d) No payments shall be made for work executed without the necessary written authority, such as the complaint number, quotation, official order number and signed job cards.
- e) No services must be attended to without the proper authority from

the DPW irrespective if job cards have been signed by the client Department they will not be honored or paid by DPW –JHB.

- e) Payments can be delayed if order numbers and complaint numbers do not appear on the quotations and invoices submitted for payment.
- f) It is the contractor's responsibility to ensure that the prices quoted for is the same on the invoice to the cent any variations could result in a delay in payment.

18. EXECUTION OF REPAIRS

In the event of repairs having to be carried out urgently during the cause of a programmed service, an after service report detailing such repairs shall be reported immediately to the Head of the Technical Maintenance for further instructions and/or authority to proceed.

No work may be carried out without prior instruction from the Head of the Technical Maintenance.

The Contractor shall respond to all normal breakdown calls within 8 (eight) hours of receipt of the call, AND 24 (TWENTY FOUR) NORMAL WORKING HOURS INCLUSIVE OF THE 8 HOUR RESPONSE TIME TO COMPLETE THE REPAIR. Should this not be possible it is the responsibility of the Contractor to obtain an extension of time. The written request shall clearly state all the reasons for the extension request. Permission for extension shall be in writing.

For emergency services the response time shall be 2 (two) hours from the receipt of the call day or night. Only breakdowns which affect public health could possibly result in loss of life or injury, causes an environmental disaster, or result in the lack of service delivery and the operation and safety of sensitive equipment, shall be treated as emergency repairs.

In the event of the contractor not responding in the required time, the Department reserves the right to call on any other contractor to carry out the service. Any additional cost incurred shall be for the account of the successful bidder.

19. JOB CARDS FOR REPAIRS

Job cards shall be completed in all respects for each and every repair undertaken. Job cards shall be in accordance with the example included in this document and duplicating or printing thereof shall be for the Contractor's own cost.

Job cards shall be completed in triplicate (Client, DPW, and Contractor) legibly in ink after completion of each repair and all unused lines shall be ruled through. The job card must be submitted with the invoice, the contractor shall submit a copy of the fully completed job card to the User Department for audit purposes and for verification of the deletion of the unused lines. Incomplete and incorrect job cards shall be returned to the contractor with his invoice.

20. ACCOUNTS FOR SERVICING AND REPAIRS

Accounts for servicing shall be accompanied by a Service Schedule.

Accounts for repairs executed, shall be accompanied by a job card.

The contractor shall cross-reference all prices and tariffs on invoices with the applicable prices and tariffs in the tender document.

Note:

Any over payments discovered at a later stage shall be rectified and the Department shall recover the overpayment.

The appointed bidder shall structure his quote and invoice to include the item numbers as per the tender Document.

21. PAYMENT TO CONTRACTORS

Accounts can be submitted weekly or monthly. Payments of accounts complying with all the requirements shall be **made within 30 days electronically into the contractors banking account after receipt thereof.**

21.1 CONTRACTORS QUOTATIONS, ORDER NUMBERS AND INVOICES

- Prices must be clear with no corrections, no tippex must be used on the quotation and invoice
- No physical corrections on either the quotation or invoice will be accepted
- The price on the invoice must correspond with the price on the quotation and order number.
- Because of the nature of services and repair work, being mostly of an urgent nature, the order will only remain active for payment for a period of three (3) months. Contractors must thus ensure that their invoices and supporting documents are submitted within a period of three months or give written notice via fax or letter to the Head: Supply Chain Management, citing the problem.

21.2 CRITERIA APPLICABLE TO TAX INVOICES

A tax invoice must contain the following:

- The word 'tax invoice' for VAT vendors or 'invoice' for non VAT vendors should be in a prominent place;
- the name, address and registration number of the supplier;
- the name and address of the recipient;
- an individual serialized number and the date upon which the tax invoice is issued
- a description of the goods or services supplied;
- the quantity or volume of the goods or services supplied;
- 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.

- close corporation or company registration number

22. PROFIT ON MATERIAL (NON SCHEDULE ITEMS)

Percentage mark-up is allowed on non-scheduled material, equipment and requirements only and not on labour, transport and sub-contractor's services. The percentage mark-up shall then be calculated on the price excluding VAT.

22.1 REQUEST FOR SUPPLIERS INVOICE FOR NON SCHEDULE ITEMS (NSI)

Request for a SUPPLIERS **INVOICE** for NSI will be requested by the Works Managers and must be adhered to at all times, if and when this is requested.

The suppliers invoice must comply with the following criteria, which will be deemed acceptable to the DPW;

- Must be on a Company Letter Head
- Prices must be clear with no corrections , no tippex must be used on the quotation and invoice
- No physical corrections on either the quotation or invoice will be accepted
- The price on the invoice must correspond with the price on the quotation and order number.
- The supplier's address and contact details must be clear and current (contactable)
- The items listed on the supplier's invoice must be related to the service in question
- Failure to comply with the above will result in non payment or a delay to this particular payment

23. TRANSPORT COST

Transport cost will include the cost of wages and overheads for personnel during transport to the site and running cost of the vehicle.

- (a) Transport cost will be calculated from the **Johannesburg Regional Office in Braamfontein as per the attached map zone 1 to 4**. Transport cost involved for any additional instructions executed on the same day or at the same institution or building will be calculated from point "A" (the first instruction) to point "B" (second instruction) to point "C" (third instruction) etc. Under no circumstances will separate transport costs for instructions executed on the same day or at the same institution or building in the same areas be allowed.
- (b) The Contractor shall make the necessary arrangements to have the required material or equipment available to execute the scheduled repairs, therefore no claims for delivery cost or transport cost to collect material or equipment for scheduled repairs shall be accepted.

24. INVENTORY REQUIREMENT (If applicable)

A complete inventory must be completed of all installations and equipment relating to this service on all the properties which is affected by this service contract.

The inventory will be discussed in greater detail at the Service Level Agreement Meeting which will be held with the successful service provider.

This inventory is compulsory and must be submitted in a **hard copy and electronic format** after the first service has been completed

25. CANCELLATION OF SERVICING TO INSTALLATIONS

The Department reserves the right to cancel this contract partly, meaning that certain installations might be withdrawn from this contract at any stage during the validity of this contract or any new installation may be added. The contractor undertakes not to lay any claim(s) against the Department in this event. A written 30 days notice in this regard will be issued to the contractor.

26. CALL CENTRE

The Department of Public Works is linked to a CALL CENTRE in Johannesburg and Pretoria. The successful Service provider will be responsible to submit all services completed on a weekly basis to the Regional Coordinator by 13:00 on each Tuesday of the week on the prescribed format which will be forwarded to the service provider.

IMPORTANT NOTICE

THE SUCCESSFUL TENDERER WILL BE SUBJECTED TO POSITIVE SECURITY CLEARANCE

SCHEDULE 1: SERVICING OF GENERATOR SETS.

PRICES FOR SERVICING

NOTE: (i) The description of the service required entails the following. The service of the units as per attached checklist - **Annexure F**
(ii) Prices for servicing includes cleaning and checking of equipments as stipulated in **Annexure F**, must include Labour, Consumables, Minor and Incidental repairs and all other overheads.
(iii) Prices for each schedule are to be carried over to the summary page.

Description of property:

- (iv) South African Police Services Complex(SAPS); South African National Defence Force(SANDF); Department of Correctional Services(DCS) Department of Labour(DOL); Department of Justice and Constitutional Development(DOJ) and smaller non complex SAPS Stations.
- (v) The list of below indicates the quantity and sizes of generators which requires regular services.

ITEM NO.	DESCRIPTION SIZES OF GEN SETS	QUANT- ITY	UNIT PRICE YEAR 1	AMOUNT A (3x services)	UNIT PRICE YEAR 2	AMOUNT B (3x services)	TOTAL (A + B)
1	4.5kva	1					
2	5kva	1					
3	5.5kva	2					
4	10kva	2					
5	12kva	1					
6	15kva	1					
7	16kva	1					
8	17kva	1					
SUB-TOTAL							

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE YEAR 1	AMOUNT A (3x services)	UNIT PRICE YEAR 2	AMOUNT B (3x services)	TOTAL (A + B)
SUB TOTAL CARRIED FORWARD							
9	20kva	2					
10	25kva	1					
11	30kva	7					
12	35kva	1					
13	40kva	1					
14	45kva	2					
15	50kva	1					
16	57kva	1					
17	60kva	9					
18	63kva	6					
19	65kva	1					
20	66kva	1					
21	75kva	2					
SUB TOTAL							

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE YEAR 1	AMOUNT A (3x services)	UNIT PRICE YEAR 2	AMOUNT B (3x services)	TOTAL (A + B)
SUB TOTAL CARRIED FORWARD							
22	80kva	3					
23	90kva	2					
24	75kva	2					
25	80kva	3					
26	90kva	2					
27	100kva	15					
28	108kva	2					
29	113kva	1					
30	135kva	4					
31	150kva	10					
32	200kva	3					
33	225kva	1					
34	250kva	8					
SUB TOTAL							

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE YEAR 1	AMOUNT A (3x services)	UNIT PRICE YEAR 2	AMOUNT B (3x services)	TOTAL (A + B)
SUB TOTAL CARRIED FORWARD							
35	270kva	2					
36	300kva	1					
37	308kva	1					
38	325kva	1					
39	335kva	1					
40	345kva	1					
41	350kva	1					
42	400kva	4					
43	500kva	5					
44	512kva	1					
45	550kva	1					
46	600kva	1					

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE YEAR 1	AMOUNT A (3x services)	UNIT PRICE YEAR 2	AMOUNT B (3x services)	TOTAL (A + B)
SUB TOTAL CARRIED FORWARD							
47	650kva	1					
48	700kva	1					
49	750kva	1					
50	800kva	2					
51	850kva	1					
52	1000kva	2					
TOTAL FOR SCHEDULE 1							

SCHEDULE 2: REPAIR/REPLACEMENT PARTS FOR GENERATOR SETS.

[illegible]

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE YEAR 1	AMOUNT A	UNIT PRICE YEAR 2	AMOUNT B	TOTAL (A + B)
SUB TOTAL CARRIED FORWARD							
66	Genset controllers all sizes	20					
67	Fuse HRC 4A-100A	20					
68	Fuse HRC holder all sizes	20					
69	Selector switch	15					
70	Change over contactor 200Amp – 400Amp	30					
71	Change over contactor 800Amp – 1200Amp	30					
77	Water pump all sizes	40					
78	Eleven pin relay all sizes	100					
79	Mechanical reset button (0-123mm)	100					
80	Eleven pin relay 220V	40					
81	Battery charger 5Amp 12V/24V	100					
82	Push-button Start/Stop	100					
83	Frequency monitor relay & base	100					
84	12V/24V timer relay on	100					
85	Push-button Alarm cancel	50					
TOTAL FOR SCHEDULE 2							

SCHEDULE 3: COMPLETE REPLACEMENT AND HIRING OF GENERATOR SETS.						
ITEM NO.	DESCRIPTION	QTY	UNIT PRICE YEAR 1	AMOUNT A	UNIT PRICE YEAR 2	AMOUNT B
						TOTAL (A + B)
86	Complete replacement of a sound proof generator					
86.1	60kVa	1				
86.2	100kVa	1				
86.3	200kVa	1				
86.4	250kVa	1				
86.5	300kVa	1				
86.6	400kVa	1				
86.7	500kVa	1				
87	Hiring of Generator					
87.1	60kVa	1				
87.2	100kVa	1				
87.3	200kVa	1				
87.4	250kVa	1				
87.5	300kVa	1				
87.6	400kVa	1				
87.7	500kVa to 750kVa	1				
TOTAL FOR SCHEDULE 3						

NB:- Hiring of generator shall deemed to include fuel cost and monitoring.

SCHEDULE 4: TRANSPORT.

NOTE: (i) The price for workers and driver's travelling time shall be deemed to be included with the unit rates for the transport costs.

(ii) All distances travelled will be measured from the Department of Public Works Regional Office(JHB), the attached map clearly indicates the JHB Regional Office Jurisdiction.

(iii) The area has been divided into zones and the kilometers calculated is for the retrn journey.

ZONE 1: 40 KM

ZONE 2: 80 KM

ZONE 3: 120 KM

ZONE 4: 180 KM


ITEM NO	DESCRIPTION	UNIT	YEAR 1	YEAR 2	TOTAL (1 + 2)
88	VEHICLE WITH A LOADED CAPACITY OF 1 TON	PER KM			
89	VEHICLE WITH A LOADED CAPACITY OF 2 TON	PER KM			
90	CRANE TRUCK/4 TON	PER KM			
TOTAL FOR SCHEDULE 4					

NB:- CURRENT AA RATES SHOULD BE CONSIDERED

SCHEDULE 5: NON-SCHEDULED MATERIALS AND LABOUR RATES.

NOTE:- The rates for labour will be deemed to include for statutory minimum labour rate; contribution to bonus, holiday, pension medical funds, etc.; for normal hours as well as transport cost including travelling time; but excluding vat.					
ITEM NO	DESCRIPTION	UNIT	YEAR 1	YEAR 2	TOTAL (1 + 2)
91	Normal Working Hour				
91.1	Technician (Skilled Artisan)	Hour			
91.2	General Worker	Hour			
92	Overtime; Sunday and Public Holiday				
92.1	Technician (Skilled Artisan)	Hour			
92.2	General Worker	Hour			
93	Non-Schedule Materials				
	The cost of non-scheduled materials shall be deemed to include the cost for materials after deduction of any discount and delivery to site.				
93.1	Allow the amount of R600 000.00 for the provisional cost of non-schedule materials that may be used. The above labour rates will apply				
93.2	Percentage mark-up on non-scheduled materials may be used	_____ %			
TOTAL FOR SCHEDULE 5					

SUMMARY PAGE									
Schedule 1									
Page 15									
Page 16									
Page 17									
Page 18									
Page 19									
Schedule 2									
Page 20									
Page 21									
Schedule 3									
Schedule 4									
Page 23									
Schedule 5									
Page 24									
Schedule 6									
Page 25									
SUB-TOTAL									
VAT (15%)									
GRAND TOTAL									

 WORX4U	WORX4U JOB CARD National Department of Public Works & Infrastructure		PRIORITY	
			PROBLEM TYPE	
			STATUS	
			CLIENT DEPARTMENT	
DATE REQUESTED :	REGION : JHB	REQUESTOR:	CONTACT NR	REQUEST NUMBER
FACILITY				
BUILDING				
ADDRESS/LOCATION				
CLIENT NAME			TEL NR	
DESCRIPTION				
SCOPE OF WORK				
DATE SCHEDULED	TIME SCHEDULED:		SCHEDULE HOURS:	

SERVICE PROVIDER COMPANY: _____

No	Description	Qty

SERVICE PROVIDER NAME	DATE		SIGNATURE
	TIME STARTED		
	TIME FINISHED		
REMARKS			

TO BE COMPLETED BY CLIENT DEPARTMENT

I certify personally checked and satisfied that the work has been executed (however I do not certify technical correctness)

NAME	TEL NR	DESIGNATION	OFFICIAL STAMP
SIGNATURE		DATE	

TO BE COMPLETED BY WORKS MANAGER

I certify that the order was executed satisfactorily, that the good were according to specification and were received in good order and that the records were updated.

NAME	TEL NR	DESIGNATION
SIGNATURE		DATE

CHECK LISTS FOR MAINTENANCE TO PETROL AND DIESEL GENERATORS**MAINTENANCE AND SERVICE SCHEDULE FOR GENERATORS
(TO BE SUBMITTED WITH CLAIM FOR PAYMENT)**

Service to be carried out to manufacturer's specification.

PLANTROOM NAME OR NUMBER: _____

NAME OF BUILDING/PLACE: _____

ITEM NO.	DESCRIPTION OF ITEM	ITEM CHECKED (TO BE TICKED OFF)	
		YES	NO
1(a)	Drain crankcase oil and refill with new Oil.		
(b)	Renew Lubricating oil filter elements		
(c)	Renew fuel filter elements		
(d)	Renew air cleaner filter elements as per manufacturer's requirements		
(e)	Drain and refill injector pump cam box (oil)		
(f)	Adjust tappet clearances and replace gaskets		
(g)	Flush out water cooling system and refill with rust inhibitor added.		
(h)	Pressure test cooling system		
(i)	Report condition of plant		
2.	CHECK FUNCTION, ADJUST, TIGHTEN, AND/OR LUBRICATE WHERE NECESSARY		
A	Fuel pump timing		
B	Pump drive		
C	Oil feed pump		
D	Excess fuel device		
E	Governor		
F	Turbo Charger		
G	Heat Exchanger		
H	Fan & Fan Bearings		
I	Dynamo Bearings		
J	Stop Solenoid		
K	Hand/Electric day tank pump		
L	Lubricating oil filter element		

CHECK LISTS FOR MAINTENANCE TO PETROL AND DIESEL GENERATORS (CONTINUE)

MAINTENANCE AND SERVICE SCHEDULE FOR GENERATORS
(TO BE SUBMITTED WITH CLAIM FOR PAYMENT)
Service to be carried out to manufacturer's specification.

PLANTROOM NAME OR NUMBER: _____

NAME OF BUILDING/PLACE: _____

ITEM NO.	DESCRIPTION OF ITEM	ITEM CHECKED (TO BE TICKED OFF)	
		YES	NO
3.	VISUALLY CHECK CONDITION, AND TIGHTEN, WHERE NECESSARY		
A	Radiator Core		
B	Radiator Hoses		
C	Radiator pressure cap or valve		
D	Water heater element and thermostat		
E	Vee Belts		
F	Engine Mountings		
G	Engine/Alternator coupling		
H	Exhaust silencer and pipes "		
I	Day tank condensate : Drain water from tank		
4.	CHECK FOR LEAKS AND TIGHTEN WHERE NECESSARY		
A	Drain plug		
B	Oil lines and seals		
C	Fuel lines and seals		
D	Injector seals		
E	All packing's		
5.A	Clean Air Cleaner dry element and/or bath		
B	Clean fins and oil cooler		
C	Clean Engine		
D	Clean drip trays (where fitted)		
E	Clean day tank and gauge glass		
F	Check alarm cancel and alarm function on:		
(i)	Low fuel warning		
(ii)	Start failure		

CHECK LISTS FOR MAINTENANCE TO PETROL AND DIESEL GENERATORS (CONTINUE)**MAINTENANCE AND SERVICE SCHEDULE FOR GENERATORS
(TO BE SUBMITTED WITH CLAIM FOR PAYMENT)**

Service to be carried out to manufacturer's specification.

PLANTROOM NAME OR NUMBER: _____

NAME OF BUILDING/PLACE: _____

ITEM NO.	DESCRIPTION OF ITEM	ITEM CHECKED (TO BE TICKED OFF)	
		YES	NO
G	Check alarm and engine shut down functioning on:		
(i)	High temperature		
(ii)	Low oil pressure		
(iii)	Over speed		
6.	CHECK AND TOP UP WHERE NECESSARY (Specify quantity)		
A	Battery Cells		
B	Diesel tank		

DATE: _____

NAME (PRINT): _____

ELECTRICIAN: _____

SIGNATURE: _____

CLIENT STAMP

JOHANNESBURG REGIONAL OFFICE JURISDICTION

- ZONE 1 40 KM RETURN
- ZONE 2 80 KM RETURN
- ZONE 3 120 KM RETURN
- ZONE 4 180 KM RETURN

