PROVINCIAL ADMINISTRATION OF KWAZULU-NATAL DEPARTMENT OF PUBLIC WORKS



QUOTATION DOCUMENT

SERVICE DESCRIPTION:

DEPARTMENT OF TRANSPORT: ESHOWE COST CENTRE OFFICE:REPLACEMENT OF FAULTY THREE PHASE DISTRIBUTION BOARD, LIGHTS, PLUGS, SWITCHES AND NEW CABLE INSTALLATION.

1EB/1EP AND ABOVE

Employer:

King Cetshwayo District: Eshowe: Public Works (Department of Public Works: Province of KwaZulu-Natal)

KZN Department of Public Works

Private Bag X9041
PIETERMARIZBURG

3200

Contact:

Project Leader:

Telephone number:

WIMS No.: Quotation Number:

CIDB Registration Number: Central Suppliers Database No.: M ZUMA

035 474 2066 *064536

ZNQ KCD25/2631

Regional \ District Office:

King Cetshwayo District No 3 Fort Nongayi Street

Eshowe 3815

Tel No: 035 474 2066 Fax No: 035 474 3165 Contract Period : 03 Months

PLEASE NOTE THAT THIS QUOTATION IS SUBJECT TO THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD ACT, (ACT NO. 38 OF 2000) AND ANY AMENDMENTS THERETO INCLUDING BOARD NOTICES, AND REGULATIONS PROMULGATED IN TERMS OF THE ABOVE MENTIONED ACT), AND THE STANDARD CONDITIONS OF QUOTATION AS CONTAINED IN ANNEXURE "C" OF THE STANDARD FOR UNIFORMITY IN CONSTRUCTION PROCUREMENT. IT IS ALSO SUBJECTED TO KWAZULU-NATAL: PROVINCIAL TREASURY SUPPLY CHAIN MANAGEMENT POLICY (DEC 2005) AND THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT 85 OF 1993 AND THE CONSTRUCTION REGULATIONS OF FEBRUARY 2014, AS AMENDED FROM TIME TO TIME.

Department of Public Works: KZN Effective Date: 16 JANUARY 2023

Version:8

DEPARTMENT OF TRANSPORT: ESHOWE COST CENTRE OFFICE:REPLACEMENT OF FAULTY THREE PHASE DISTRIBUTION BOARD,LIGHTS,PLUGS,SWITCHES AND NEW CABLE INSTALLATION.



TABLE OF CONTENTS

THE QUOTATION

PAR	TT1: QUOTATION PROCEDURES	Page
T1.1	Bid Notice and Invitation to Quote (T1.1)	4
T1.2	Quotation Data (T1.2)	4 10
T1.3 T1.4	Annexure C - Standard Conditions of Quote (T1.3) Annexure to Notice and Invitation to Quote (T1.4)	1
11.4	America to Notice and invitation to Quote (11.4)	•
PAR	T T2: RETURNABLE DOCUMENTS	
T2.1	Submission of Compulsory Returnable Schedules (T2.1)	2
T2.2	Compulsory Enterprise Questionnaire (T2.2)	3
T2.3	Authority to sign Quote (T2.3)	1
T2.4	Financial Standing and other Resources of Business Declaration (T2.4)	1
T2.5	Equipment Schedules applicable (T2.5)	5
T2.6	Contractors Health & Safety Declaration (T2.6)	1
T2.7	Site Inspection Certificate (T2.7)	1
T2.8	Proof of UIF Registration (T2.8)	1
T2.9	Preference Points Claim Form (T2.9)	5
T2.10	Tax Complaince Status (TCS) PIN to verify on line compliance supplier status via e-filing (T	1
T2.11	Proof of Paid Municipal Rates and Taxes (T2.11)	1
T2.12	84(1)(b) of the Compensation for Occupation Injuries and Disease Act, 1993, a Bidder may not be awarded a contract if he/she is not registered and in good standing with the	
	Commissioner (T2.12)	1
T2.13	Contract Form - Purchase of Goods/Works-Part 1 (T2.13)	1
T2.14	Contract Form - Purchase of Goods/Works-Part 2 (T2.14)	1
T2.15	Bidder's Disclosure - SBD4 (T2.15)	3
T2.16	Client's Specific requirement for the Contractor's detailed OHS plan (T2.16)	
T2.17	Base Line Risk Assessment (T2.17)	2
T2.18	Capacity of Bidder (T2.18)	1
T2.19	Functionality Criteria (T2.19)	2
T2.20	Invitation to Bid - SBD 1 (T2.20)	2

THE CONTRACT

3. PART C1: AGREEMENT AND CONTRACT DATA

C1.1.	Form of Offer and Acceptance (C1.1)	3
C1.2.	Contract Data (C1.2)	5

Annexure 8

Annexure 9

Annexure 10

Annexure 11

Department of Public Works: KZN Effective Date: 16 JANUARY 2023 Version:8

PRICING DATA PART C2: 4. 1 **Pricing Instructions** C2.1 2 Pricing Schedule C2.2 Preliminary and General - EPWP (Not Applicable) C2.3 Preliminary and General - EPWP Beneficiary (Not Applicable) SCOPE OF WORKS 5. PART C3: 2 C3.1 Scope of Works 3 Specifications for HIV\STI Awareness C3.2 2 HIV/STI Compliance Report C3.3 5 C3.4 EPWP Scope of Works (Not Applicable) SITE INFORMATION PART C4: 6. 1 C4.1 Site Information (Refer to Annexure 10) C4.2 0 7. **DRAWINGS** 2 List of Drawings C5.1 0 **ANNEXURES** 8. Concept Drawings (M30301-3W) Annexure 1 Model Preambles of Trades - 2008 (Available upon request) Annexure 2 General electrical Specification - February 2003 (Available upon request) Annexure 3 Lightning Protection Installation - February 2003 (Not Applicable) Annexure 4 KZN DOH Standard Preambles of all trades - Revision 3, 2009 (Not Applicable) Annexure 5 Policy Document for the Design of Electrical Installations - Revision 7, 2013 Annexure 6 Joint Venture Agreement (Not Applicable) Annexure 7 Additional Specification - EPWP Beneficiary (Not Applicable)

IMPORTANT NOTICE TO BIDDERS

These forms are for internal and external use for the Department of Public Works, Province of KwaZulu-Natal.

EPWP Data Collection tool for Phase 3 system (Not Applicable)

EPWP Employment Contract (Not Applicable)

Geotechnical Investigation Report (Not Applicable)

The Total (Including Value Added Tax) on the Pricing Schedule must be carried to the "Offer" part only of the Form of Offer and Acceptance - C1.1

"Enterprise" shall mean the legal Quoting Entity or Bidder who, on acceptance of the Offer, would become the contractor

PART T1: QUOTATION PROCEDURES T1.1 Quotation Notice and Invitation to Quote

THE KZN DEPARTMENT OF PUBLIC WORKS INVITES QUOTATIONS FOR THE PROVISION OF:

Projec	t title:	OFFICE:REPLACEM	RANSPORT: ESHOWE CO ENT OF FAULTY THREE IGS,SWITCHES AND NEV	PHASE	DISTRIBUTION
Quotat	tion no:	ZNQ KCD25/2631	Contract period	3	Calendar Months
Advert	tisement	24/10/2025	Closing date:	06/11/	/2025
Closin	g time:	11:00	Validity period:	84	Calendar Days
It is estir alternati project.	ve Class of work	, as refered to in Clause 25(3	ctors grading designation of 1Et)(a)(i) of the CIDB Regulations,	as amend	ed, is anticipated for this
	the criterion sta place to assist p All Bidders sho Bidder with a P	ted in the Quotation Data. (Contentially emerging enterprise all the base of Color status can be considered by	rprises should have a CIDB cor <u>Only</u> applicable if Client has an es) enstruction Contractor Grading E f "N/A" is indicated above beca assist a Potentially Emerging E	Official M Designation use the De	entorship programme in as indicated above. No
			responsiveness criteria are el		ubmit Quotations:
Bidders	registered on the	e Central Suppliers Database	(CSD) are eligible to submit quo	otations.	
X	submissions, in determined in a eligible to subm	a contractor grading designal accordance with the sum Qualify nit quotes. Quotation values in	h the CIDB, or are capable of ation equal to or higher than a loted for a 1EB/1EP AND HIGH close proximity to the limit of and 25(7A) of the latest amended	contractor HER or hig Quotation	r grading designation ther, class of construction value range will be dealt
	1 every men 2 the lead p construction 3 the combination	on work. ined contractor grading desiq ent Board Regulations is equ		ce with the	ne Construction Industry lesignation in accordance
X	Quotation doct	ument must be properly recei ully completed and signed in i	ved on or before the Quotation nk (All as per Standard Conditio	closing da	ate and time specified on tation).
X	Authority to sig	n Quote (T2.3)			

X	Financial Standin	g and other	esources of Business Declaration (T2.4)		
X	Submission of Co	ompulsory Re	urnable Schedules (T2.1)		
	Site Inspection C	ertificate (T2	7)		
X	Tax Complaince	Status (TCS)	PIN to verify on line compliance supplier status via	a e-filing (T2.10)	
X			to be submitted on the day of the Quotation closing		
	Compensation fo	r Occupation	the Compensation Commissioner - In terms injuries and Disease Act, 1993, a Bidder may not landing with the Commissioner (T2.12)	of Section 84(1) be awarded a contr	act if he/she
			and Taxes (T2.11)		
	Proof of UIF Reg	istration (T2.)		
X	Contractors Heal	th & Safety D	eclaration (T2.6)		
X	Compulsory Ente	erprise Quest	onnaire (T2.2)		
THE FOI DISQUA	LIFIED)	CULARS MU	ST BE FURNISHED (FAILURE TO DO SO MAY F	RESULT IN YOUR I	BID BEING
POSTAL A	ADDRESS:				
STREET A	ADDRESS:				
TELEPHO	NE NUMBER	CODE :	NUMBER:		
CELLPHO	ONE NUMBER:				
FACSIMIL	E NUMBER	CODE :	NUMBER:		
E-MAIL A	DDRESS:				
VAT REGI	ISTRATION NUMBER	₹:			
	IPLIANCE STATUS (* S E - FILING.	TCS) PIN TO V	RIFY ON LINE COMPLIANCE SUPPLIER STATUS YE	S or NO	
HAS A B-E	BBEE STATUS LEVE	L VERIFICATION	N CERTIFICATE BEEN SUBMITTED?	or NO	
IF YES, W	/HO WAS THE CERT	IFICATE ISSU	DBY?	able Boyl	
A Vei	rification Agency Acci	redited by the S	uth African Accreditation System (SANAS); OR	ible bonj	
	THE ACCREDITED S / WORKS OFFERE		IVE IN SOUTH AFRICA FOR THE GOODS / See proof] YE	ES or NO	
	ote will be evalu		ng to the Preferential Procurement Policy Fram	nework Act, 2000:	Preferential
By subr time to t Director	time, collect/stor r's/Shareholders	er, I hereby a re/use/destre	cknowledge consent that the KZN Department of y/delete/share or otherwise process my Compa ormation as the context or circumstances may	any and	

Price / Quality:		
Price:	80	
Preference by means of SPECIFIC GOALS	20	
Total must equal (100%):	100	

1. The Specific Goal/s Allocated Points in terms of this tender:

Preference points system:

Preferences are offered to Tenderder's who have attained points for the specific goals in accordance with the table below; Documentary Proof required to satisfy the points claimed are also indicated in the table below:

No	Specific Goal	Applicable (A)/ Not Applicable (NA)	Number of Points Allocated
1	Ownership by Black People Documentary Proof Required: 1) Sworn Affidavit; signed and dated by Commissioner of Oaths	Applicable	10
2	Ownership by People who are Youth Documentary Proof Required: 1) Certified copy of Identity Document/s 2) Sworn Affidavit;signed and dated by Commissioner of Oaths.	A	5
3	"Ownership by People living with Disabilities Documentary Proof Required: 1) Original or Certified copy of an original medical certificate from a registered medical practitioner 2) Certified copy of Identity document/s"	N/A	0
4	51% Ownership by People who are Military Veterans Documentary Proof Required: 1) Military Veteran Certificate OR 2) Certificate from the Military Veterans Department indicating that the entity is registered on their database	NA	0
5	"Ownership by People who are Women Documentary Proof Required: 1) Sworn Affidavit; signed and dated by Commissioner of Oaths 2) Certified Copy of Identity Document/s"	A	5
6	Exempted Micro-Enterprise (EME's) Documentary Proof Required: 1.Sworn Affidavit;signed and dated by Commissioner of Oaths"	NA	0

7	Promotion of enterprises located in a specific municipal area for work to be done or services to be rendered Documentary Proof Required: 1.Proof of Municipal Account depicting Physical Addredd of the business	NA	0
8	OR 2. Lease Agreement" Promotion of enterprises located in rural areas Documentary Proof Required: 1.Origional OR Certified copy of the original letter from the Ward Councillor OR 2. Certified copy of PTO OR 3. Lease agreement from the Tribal Council"	N/A	0
9	Promotion of enterprises located in a specific province Documentary Proof Required: 1.Origional OR Certified copy of the original letter from the Ward Councillor OR 2. Certified copy of PTO	N/A	0
10	Promotion of enterprises located in North Coast region Documentary Proof Required: 1.Origional OR Certified copy of the original letter from the Ward Councillor OR 2. Certified copy of PTO	N/A	. 0
otal o	f Price and Points for Specific Goals must not exceed 100 points	100	Points

Notes:

- 1 The successful bidder will be required to fill in and sign a written Contract Form.
- 2 Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.
- The documentary proof required to satisfy the points claimed for specific goals in terms of this tender, are duly indicated on the table (1) above.
- 4 The bid box is open during official working hours.
- 5 All Bids must be submitted on the official forms (Not to be re-typed)
- THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE JBCC Series 2000 Edition 4 Minor Works (August 2007) Conditions of contract AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

COLLECTION OF QUOTATION DOCUMENTS:

Quotation documents may be collected during working hours at the following address:

KZN Department of Public Works No3 Fort Nonqayi Street, Eshowe at the time indicated on T1.1 Bid Notice and Invitation to Quote

Documents may be collected during working hours between 9h00 to 12h30 and 13h00 to 15h30.

BRIEFING MEETING

A Non-compulsory pre-Quotation briefing meeting with representatives will take place at: **NOT APPLICABLE**

Department of Public Works: KZN Effective Date: 16 JANUARY 2023

Version:8

QUERIES RELATED TO QUOTATION DOCUMENTS MAY BE ADDRESSED TO:

DOPW Project Leader:	Mrs. EG Sangweni	Telephone no:	035 474 2066
Cell no:	n/a	Fax no:	035 474 3165
E-mail:	Gugu.Sangweni@kznworks.gov.za		

QUERIES RELATED TO TECHNICAL ISSUES MAY BE ADDRESSED TO:

DOPW Project Leader:	M ZUMA	Telephone no:	035 474 2066
Cell no:	O630139713	Fax no:	035 474 3165
E-mail:	Mfundo.zuma@kznworks.gov.za		

QUERIES RELATED TO SAFETY, HEALTH AND ENVIRONMENTAL ISSUES MAY BE ADDRESSED TO:

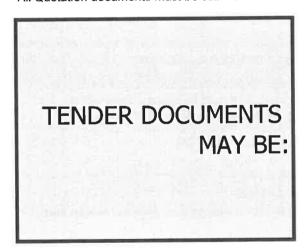
Safety Officer:	Smanga Ntuli/ Nkanyiso Nyawo	Telephone no:	035 84 3161
Cell no:	0829392925/ 0727523234	Fax no:	035 874 3357
E-mail:	Smanga.Ntuli@kznworks.gov.za	/ Nkanyiso.Nyawo	o@kznworks.gov.za

DEPOSIT / RETURN OF QUOTATION DOCUMENTS:

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

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the <u>Tender Data</u> document.

All Quotation documents must be submitted on the official forms - (not to be re-typed)



DEPOSITED IN THE Quotation BOX AT:

No 3 Fort Nongayi Street

King Cetshwayo District

KZN Department of Public Works No3 Fort Nonqayi Street, Eshowe at the time indicated on T1.1 Bid Notice and Invitation to Quote

3815

	Y-Jan	T1.2 QUO	TATION DATA				
Project ti	itle:	DEPARTMENT OF TRANSPORT OFFICE:REPLACEMENT OF FA BOARD,LIGHTS,PLUGS,SWITC	ULTY THREE PHASE DIS	TRIBUTION			
Project C	ode:	*064536					
Quotatio	n no:	ZNQ KCD25/2631	Closing date:	06/11/2025			
Closing 1	time:	11:00	Validity period:	84 Calendar Days			
Clause nui							
	Standa Gover Condit The S specifi incons Each i Condit The Jo clause The co	onditions of Quotation are the Standard and for Uniformity in Engineering and Comment Gazette 42622 of 8 August 2019 tions of Tender as bound into this docume standard Conditions of Tender make selectly to this quotation. The Quotation Datistency between it and the Standard Contern of data given below is cross-reference tions of Tender. Soint Building Contracts Committee (JBCC are referred to will be prefixed with JBCC. Conditions of quotation are also subject to a Management Policy Framework.	enstruction Works Contracts as as amended from time to time ent. everal references to the Quota ta shall have precedence in the iditions of Tender. ed to the clause marked "C" in the idition works - 4th Edition) ago the Treasury Regulations 16A and the Treasury Regulations 16A and the interest of the idition in the id	per Board Notice 423 of 2019 in e. (see www.cidb.org.za) Refer to ation Data for details that apply interpretation of any ambiguity or the above mentioned Standard reements will apply and any and the KwaZulu Natal Supply			
C.1.1	The e	mployer is the Head: Public Works (Depa	ortment of Public Works-Province	e of KwaZulu-Natal)			
C.1.1		uotation documents issued by the employ					
	T1.1 T1.2 T1.3 T1.4 Part 2 T2.1 T2.2 T2.3 T2.4 T2.5 T2.6 T2.7 T2.8 T2.9 T2.10 T2.11 T2.12 T2.13 T2.14 T2.15 T2.14 T2.15 T2.16 T2.17 T2.18 T2.19 T2.10 T2.11 T2.11 T2.11	Bid Notice and Invitation to Quote (T1.1) Quotation Data (T1.2) Annexure C - Standard Conditions of Quanexure to Notice and Invitation to Quote: Returnable documents List of returnable documents Compulsory Enterprise Questionnaire (Tauthority to sign Quote (T2.3) Financial Standing and other Resources Equipment Schedules applicable (T2.5) Contractors Health & Safety Declaration Site Inspection Certificate (T2.7) Proof of UIF Registration (T2.8) Preference Points Claim Form (T2.9) Tax Complaince Status (TCS) PIN to ve Proof of Paid Municipal Rates and Taxe Proof of good standing with the Comper Compensation for Occupation Injuries a he/she is not registered and in good sta Contract Form - Purchase of Goods/Wo Contract Form - Purchase of Goods/Wo Bidder's Disclosure - SBD4 (T2.15) Client's Specific requirement for the Cor Base Line Risk Assessment (T2.17) Capacity of Bidder (T2.18) Functionality Criteria (T2.19) Invitation to Bid - SBD 1 (T2.20) RACT C1: Agreements and Contract Data	aute (T1.3) bote (T1.4) T2.2) s of Business Declaration (T2.4) (T2.6) crify on line compliance supplier is (T2.11) nisation Commissioner - In terms and Disease Act, 1993, a Bidder anding with the Commissioner (Table 1978) orks-Part 1 (T2.13) orks-Part 2 (T2.14)	of Section 84(1)(b) of the may not be awarded a contract if 2.12)			
	C1.1	Form of Offer and Acceptance (C1.1) Contract Data (C1.2)					
	U1.2	Journal Data (OT.2)					

~~~~~~~	n no: ZNQ KCD25/2631				
	Part C2: Pricing Data				
	C2.1 Pricing Instructions	S			
	C2.2 Pricing Schedule				
	C2.3 Preliminary and G	eneral - EPWP (Not Applicable)			
	C2.4 Preliminary and G	eneral - EPWP Beneficiary (Not Applicable)			
	Part C3: Scope of Work				
	C3.1 Scope of Works				
	C3.2 Specifications for l	HIV∖STI Awareness			
	C3.3 HIV/STI Complian	ce Report			
	C3.4 EPWP Scope of V	Vorks (Not Applicable)			
	Part C4: Site Informatio				
	C4.1 Site Information				
	C4.2 0				
	Part C5: Drawings				
	C5.1 List of Drawings				
	C5.2 ANNEXURES				
		ot Drawings (23353-1C)			
	Annexure 2 Model I	Preambles of Trades - 2008 (Available upon request)			
		el electrical Specification - February 2003 (Available upon request)			
		ng Protection Installation - February 2003 (Not Applicable)			
		OH Standard Preambles of all trades - Revision 3, 2009 (Not Applicable)			
	Annexure 6 Policy I	Document for the Design of Electrical Installations - Revision 7, 2013 (Not Applicable)			
	Anneyure 7 Joint V	enture Agreement (Not Applicable)			
	Annexure 7 Joint Venture Agreement (Not Applicable)				
		Annexure 8 Additional Specification - EPWP Beneficiary (Not Applicable)			
	Annexure 9 EPWP Employment Contract (Not Applicable)				
	Annexure 10 EPWP Data Collection tool for Phase 3 system (Not Applicable)				
	Annexure 11 Geotechnical Investigation Report (Not Applicable)				
	Authorate 11 Octobrition introdugation report (for spendancy)				
C 1 1	The Employer's agent is:				
2.1.4	Tine Employers adentis.				
J. 1. <del>4</del>					
∪. 1. <del>~1</del>	Name:	M ZUMA			
O. 1. <del>4</del>					
O. 1.4	Name: COLLECTION OF	M ZUMA Project Leader			
J. 1.4	Name:	M ZUMA			
O. 1.4	Name: COLLECTION OF Address: Tel:	M ZUMA Project Leader King Cetshwayo District , Eshowe , 3815			
O. 1.4	Name: COLLECTION OF Address: Tel: Fax: E-mail:	M ZUMA Project Leader King Cetshwayo District , Eshowe , 3815 035 474 2066 035 474 3165 Mfundo.zuma@kznworks.gov.za			
V. 1.4	Name: COLLECTION OF Address: Tel: Fax: E-mail: The second sentence s	M ZUMA Project Leader King Cetshwayo District , Eshowe , 3815 035 474 2066 035 474 3165 Mfundo.zuma@kznworks.gov.za shall read "Communication can be in any of the official languages recognised in senglish, Afrikaans or Zulu but writing is preferred in English as this is generally			
C.1.6	Name: COLLECTION OF Address: Tel: Fax: E-mail: The second sentence s KwaZulu-Natal which is	M ZUMA Project Leader King Cetshwayo District , Eshowe , 3815 035 474 2066 035 474 3165 Mfundo.zuma@kznworks.gov.za shall read "Communication can be in any of the official languages recognised in senglish, Afrikaans or Zulu but writing is preferred in English as this is generalled language."			
	Name: COLLECTION OF Address: Tel: Fax: E-mail: The second sentence s KwaZulu-Natal which is accepted as a business  Bidder scoring the highe Only those Bidders who submissions in a 1EB/1	M ZUMA Project Leader King Cetshwayo District , Eshowe , 3815 035 474 2066 035 474 3165 Mfundo.zuma@kznworks.gov.za shall read "Communication can be in any of the official languages recognised in senglish, Afrikaans or Zulu but writing is preferred in English as this is generally language"			
C.1.6 C.2.1	Name:  COLLECTION OF Address: Tel: Fax: E-mail: The second sentence s KwaZulu-Natal which is accepted as a business  Bidder scoring the highe Only those Bidders who submissions in a 1EB/11 submit quotations. Bidd  The employer will not c	Project Leader King Cetshwayo District , Eshowe , 3815 035 474 2066 035 474 3165 Mfundo.zuma@kznworks.gov.za shall read "Communication can be in any of the official languages recognised is English, Afrikaans or Zulu but writing is preferred in English as this is general is language"  st points of are registered with CIBD or who are capable of being so prior to the evaluation of EP AND HIGHER class of construction and are registered with the CIDB are eligible in the communication of the construction and the registered with the CIDB are eligible in the communication of the construction and the communication of th			
C.1.6 C.2.1 C.2.2	Name: COLLECTION OF Address: Tel: Fax: E-mail: The second sentence s KwaZulu-Natal which is accepted as a business  Bidder scoring the higher Only those Bidders who submissions in a 1EB/11 submit quotations. Bidd The employer will not c quotation offer, including with requirements.	Project Leader King Cetshwayo District , Eshowe , 3815 035 474 2066 035 474 3165 Mfundo.zuma@kznworks.gov.za shall read "Communication can be in any of the official languages recognised is English, Afrikaans or Zulu but writing is preferred in English as this is general is language"  st points of are registered with CIBD or who are capable of being so prior to the evaluation of EP AND HIGHER class of construction and are registered with the CIDB are eligible ers must also be registered on the Central Suppliers Database.  ompensate the tenderer for any costs incurred in the preparation and submission of a			
C.1.6	Name: COLLECTION OF Address: Tel: Fax: E-mail: The second sentence s KwaZulu-Natal which is accepted as a business  Bidder scoring the highe Only those Bidders who submissions in a 1EB/11 submit quotations. Bidd The employer will not of quotation offer, including with requirements.  The arrangements for a Location and Time:  Date:	Project Leader King Cetshwayo District, Eshowe, 3815 035 474 2066 035 474 3165 Mfundo.zuma@kznworks.gov.za shall read "Communication can be in any of the official languages recognised in senglish, Afrikaans or Zulu but writing is preferred in English as this is generally stanguage"  st points  of are registered with CIBD or who are capable of being so prior to the evaluation of EP AND HIGHER class of construction and are registered with the CIDB are eligible error must also be registered on the Central Suppliers Database.  compensate the tenderer for any costs incurred in the preparation and submission of a githe costs of any testing necessary to demonstrate that aspects of the offer complies.  Compulsory Pre-Quotation Meeting are:			

Quotation	no: ZNQ KCD25/2631
C.2.10.3	The Bidders must provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.
C.2.11	The Bidder must not make any alterations or additions to the quotation documents, except to comply with instructions issued by the Employer, or necessary to correct errors made by the Bidder. All signatories to the Quotation offer shall initial all such alterations. Erasures and the use of the masking fluid are prohibited.
C.2.12	Alternative Offers may not be considered
C.2.13	To provide the whole of the Works as per the Scope including Electrical
C.2.13.5	The Employer's address for delivery of Quotation offers and identification details to be shown on each Quotation offer package are as per T1.1 Bid Notice and Invitation to Quote.
C.2.15	The closing time for submission of Quotation offers is as per T1.1 Bid Notice and Invitation to Quote.
	Telephonic, telegraphic, telex, facsimile or emailed quotation offers will not be accepted.
C.2.16	The quotation offer validity period is 84 calendar days.
C.2.16.2	The Bidder must, if requested by the employer, consider extending the validity period stated in the Quotation Data for an agreed additional period.
C.2.17	The Bidder must provide clarification of a quotation offer in response to a request to do so from the employer during the evaluation of Quotation offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the quotation offered, or permitted. The total of the prices stated by the Bidder shall be binding upon the Bidder.
C.2.23	The Bidder is required to submit with this quotation a Certificate of Contractor Registration issued by CIDB or a copy of the application for registration (Form F006) and Tax Compliance Status (TCS) PIN to verify on line compliance supplier status via SARS e-filing.
C.3.3	Quotation offers received after the closing time stated on the Quotation Data, must be returned unopened, (unless it is necessary to open a quotation submission to obtain a forwarding address).
C.3.4.2.	The employer must announce at the opening held immediately after the opening of quotation submissions, at a venue indicated in the Quotation Data, the name of each Bidder whose quotation offer is opened, the total of his prices and time for completion.
C.3.7	The employer must determine whether there has been any effort by a Bidder to influence the processing of quotation offers and instantly disqualify a Bidder (and his quotation offer) if it is established that he engaged in corrupt or fraudulent practices.
C.3.8	The employer must determine, on opening and before detailed valuation, whether each quotation offer properly received:
	<ul><li>a) complies with the requirements of the Conditions of Quotation.</li><li>b) has been properly and fully completed and signed, and</li><li>c) is responsive to the other requirements of the quotation documents.</li></ul>
	A responsive Quotation is one that conforms to all the terms, conditions and specifications of the quotation documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:
	<ul> <li>a) detrimentally affect the scope, quality, or performance of the Works, services or supply identified in the Scope of Work or</li> <li>b) significantly change the Employers or the Bidders risks and responsibilities under the contract, or</li> <li>c) affect the competitive position of other Bidders presenting responsive Quotations, if it were to be rectified.</li> </ul>
	Reject a non-responsive Quotation offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

Quotation no: ZNQ KCD25/2631

# C.3.13 Quotation offers will only be accepted if:

- (a) the Bidder has in his/her possession Tax Compliance Status (TCS) PIN to verify on line compliance supplier status via SARS e-filing.
- (b) the Bidder is registered with the Construction Industry Development Board in an appropriate class of works and the Bidder has submitted a CIDB certificate of registration.
- (c) the Bidder is not in arrears for more than 3 months with municipal rates and taxes and municipal services charges.
- (d) the Bidder has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the Bidder's ability to perform to the contract in the best interests of the employer or potentially compromise the quotation process.
- (e) the Bidder has not:
  - i) abused the Employer's Supply Chain Management System; or
  - ii) failed to perform on any previous contract and has been given a written notice to this effect.
- (f) the Bidder or any of its Directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004) as a person prohibited from doing business with the Public sector.
- (g) The Bidder has signed and submitted the Authority to Sign.
- (h) The Bidder has signed and submitted the Equipment Schedules, if applicable.
- (i) The Bidder has submitted Proof of UIF registration and good standing with the Compensation Commissioner.
- (j) The Bidder has submitted the Signed Form of Offer that is part of the Form of Offer and Acceptance.
- (k) Proof of Paid Municipal Rates and Taxes.

If a contractor fails to render the service within the stipulated period in the contract, the employer shall in terms of Clause 12 of the JBCC Minor Works Agreement, deduct a penalty from the value of the contract sum. The employer shall deduct an amount as indicated in the **Minor Works Agreement Contract Data EC**.

#### C.1.3 - Annexure C - Standard Conditions of Quotation

Note: Where this document refers to tenderer or tender it shall be read as bidder or bid.

#### C.1 General

#### C.1.1 Actions

- C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently and comply with all legal obligations and not engage in anticompetitive practices.
- C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderer's shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1)

A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2)

Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

C.1.1.3 The employer shall not seek and the tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

#### C.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

#### C.1.3 Interpretation

- C.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.
- C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.
- C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:
  - a) conflict of interest means any situation in which:
    - someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
    - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
    - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
  - comparative offer means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
  - corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
  - d) fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.

#### C.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Communication shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the **tender data**.

#### C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

- due to changed circumstances, there is no longer a need for the engineering and construction works specified in the inviteation;
- b) funds are no longer available to cover the total envisaged expenditure; or

Department of Public Works: KZN Effective Date: 16 JANUARY 2023 Version:8

- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.
- C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised.
- C.1.5.3 An Employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

#### C.1.6 Procurement procedures

#### C.1.6.1 General

Unless otherwise stated in the **tender data**, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

#### C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the tender data requires that the competitive negotiation procedure is to be

followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers, or at least a minimum of not less than three responsive

tenderers that are highest ranked in terms of the evaluation criteria stated in the

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the

employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their

best and final offer.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13

after tenderers have been requested to submit their best and final offer.

#### C.1.6.3 Proposal procedure using the two stage-system

#### C.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the **tender data**, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

#### F.1.6.3.2 Option 2

- C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderes to submit tender offers in the second stage, following the issuing of procurement documents.
- C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

#### C.2 Tenderer's obligations

#### C.2.1 Eligibility

- C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.
- C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

#### C.2.2 Cost of tendering

- C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.
- C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

#### C.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

#### C.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

#### C.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

#### C.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the **tender data**, in order to take the addenda into account.

#### C.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the **tender data**.

#### C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the **tender data**.

#### C.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the **contract data**. The tenderer is advised to seek qualified advice regarding insurance.

#### C.2.10 Pricing the tender offer

- C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT)), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.
- C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.
- **C.2.10.3** Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the **contract data**.
- C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

#### C.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

#### C.2.12 Alternative tender offers

- C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.
- C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.
- C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

#### C.2.13 Submitting a tender offer

- C.2.13.1 Submit one tender offer only, either as single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the **tender data**.

#### C.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

#### C.2.15 Closing time

- **C.2.15.1** Ensure that the employer receives the tender offer at the address specified in the **tender data** not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- C.2.15.2 Accept that, if the employer extends the closing time stated in the **tender data** for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

#### C.2.16 Tender offer validity

- C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substitutes by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period lapses before the employer evaluating the tender offer(s), the contractor reserves the right to review the price based on Consumer Price Index (CPI)
- C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

#### C.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

#### C.2.18 Provide other material

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employers request, the employer may regard the tender offer as non-responsive.

C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

#### C.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

#### C.2.20 Submit securities, bonds and policies

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the **contract data**.

#### C.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

#### C.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the **tender data**.

#### C.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

#### C.3 The employer's undertakings

#### C.3.1 Respond to request from the tenderer

- C.3.1.1 Unless otherwise stated in the tender data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the tender data and notify all tenderers who collected tender documents.
- C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:
  - a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
  - b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
  - in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

#### C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) days before the tender closing time stated in the **tender data**. If, as a result a tenderer applies for an extension to the closing time stated in the **tender data**, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

#### C.3.3 Return late tender offers

Return tender offers received after the closing time stated in the **tender data**, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

#### C.3.4 Opening of tender submissions

- C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the **tender data**. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.
- C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.
- C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

#### C.3.5 Two-envelope system

- C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderer's' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.
- C.3.5.2 Evaluate the functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

#### C.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

#### C.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

#### C.3.8 Test for responsiveness

- C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:
  - a) complies with the requirements of these Conditions of Tender,
  - b) has been properly and fully completed and signed, and
  - is responsive to the other requirements of the tender documents.
- **C.3.8.2** A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:
  - detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
  - b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
  - affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

#### C.3.9 Arithmetical errors, omissions and discrepancies

- C.3.9.1 Check Responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.
- **C.3.9.2** Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
  - line items totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
  - ii) the summation of the prices.
- C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered of accept the corrected total of prices
- C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:
  - a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
  - b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

#### C.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

#### C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures

requirements:	lard Conditions of Tender are based on a procurement system that satisfies the following system
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

#### C,3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

#### C.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the **contract data**, require the employer to provide.

#### C.3.13 Acceptance of tender offer

Accept tender offer, if in the opinion of the employer, it does not present any risk and only if the tenderer:

- Is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the
  professional and technical qualifications, professional and technical competence, financial resources,
  equipment and other physical facilities, managerial capability, reliability, experience and reputation,
  expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

#### C.3.14 Prepare contract documents

- C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:
  - a) addenda issued during the tender period,
  - b) inclusion of some of the returnable documents, and
  - c) other revisions agreed between the employer and the successful tenderer.
- C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

#### C.3.15 Complete Adjudicator's Contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

#### C.3.16 Registration of the Award

An Employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

#### C.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the tender data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

#### C.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

Department of Public Works: KZN Effective Date: 16 JANUARY 2023

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# T1.4. Annexure to Notice and Invitation to Quote

#### REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

In terms of the Public Finance Management Act (PFMA), 1999 (Act No 1 of 1999) Section 38 (1) (a) (iii) and 51 (1) (iii) and Section 76 (4) of PFMA National Treasury developed a single platform, The Central Supplier Database (CSD) for the registration of prospective suppliers including the varification functionality of key supplier information.

Prospective suppliers will be able to self - register on the CSD website: www.csd.gov.za

Once the supplier information has been verified with external data sources by National Treasury a unique supplier number and security code will be allocated and communicated to the supplier. Suppliers will be required to keep their data updated regularly and should confirm at least once a year that their data is still current and updated.

Suppliers can provide their CSD supplier number and unique security code to organs of state to view their verified CSD information.

Bidders are required to fill in clearly, legibly, in bold print and black ink their CSD supplier number in the space hereunder:

Name of Supplier	
Central Supplier Database (CSD) Supplier	
Number:	

# REGISTRATION ON THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD REGISTER OF CONTRACTORS

In terms of the Construction Industry Development Board Act ( CIDB) ( Act No. 38 OF 2000) all contractors must be registered on the register of contractors. For registration CIDB can be contacted as detailed below:

Private Bag X14 Brooklyn Square 75

Pretoria

Helpline: 0860-103-353

Website: http://www.cidb.org.za

In the case of a Tender by a Joint Venture, certified copies of proof of Good Standing with the Compensation Commissioner in respect of each party to the Joint Venture must be attached to this page

	T2.1 LIST OF RETURNABLE DOCI	JMENTS
Project title:	DEPARTMENT OF TRANSPORT: ESHON OFFICE:REPLACEMENT OF FAULTY TH BOARD,LIGHTS,PLUGS,SWITCHES AN	IREE PHASE DISTRIBUTION
Project Manager:	M ZUMA	Quotation no: ZNQ KCD25/2631

# 1. RETURNABLE SCHEDULES REQUIRED FOR QUOTATION EVALUATION PURPOSES

(Quotationer to Insert a tick (v) in the "Returnable document" column to check which documents he/she returned with the Quotation)

[] (Insert a tick in the "Retu

Quotation document name	Returnable document	
Submission of Compulsory Returnable Schedules (T2.1)	Yes	
Compulsory Enterprise Questionnaire (T2.2)	Yes	
Authority to sign Quote (T2.3)	Yes	
Financial Standing and other Resources of Business Declaration (T2.4)	Yes	
Equipment Schedules applicable (T2.5)	Yes	
Preference Points Claim Form (T2.9)	Yes	
Site Inspection Certificate (T2.7)	No	N/A
Contractors Health & Safety Declaration (T2.6)	Yes	
Contract Form - Purchase of Goods/Works-Part 1 (T2.13)	Yes	
Contract Form - Purchase of Goods/Works-Part 2 (T2.14)	Yes	
Bidder's Disclosure - SBD4 (T2.15)	Yes	
Capacity of Bidder (T2.18)	Yes	
Invitation to Bid - SBD 1 (T2.20)	Yes	
	No	N/A
	No	N/A

# 2. RETURNABLE SCHEDULES REQUIRED FOR QUOTATION EVALUATION PURPOSES BUT TO BE SUPPLIED BY THE BIDDER

(Quotationer to Insert a tick (\sqrt{1}) in the "Returnable document" column to check which documents he/she returned with to the column to check which documents he/she returned with to the column to check which documents he/she returned with to the column to check which documents he/she returned with to the column to check which documents he/she returned with to the column to check which documents he/she returned with the column to check which documents he/she returned with the column to check which documents he/she returned with the column to check which documents he/she returned with the column to check which documents he/she returned with the column to check which documents he/she returned with the column to check which documents he/she returned with the column to check which documents he/she returned with the column to check which documents he/she returned with the column to check which documents he/she returned with the column to check which documents he/she returned with the column to check which documents he/she returned with the column to check which documents he/she returned with the column to check which documents he/she returned with the check which documents he/she ret		
CIDB Registration form or application for Registration form (F006) including Registration number	Yes	
Tax Complaince Status (TCS) PIN to verify on line compliance supplier status via e-filing (T2.10)	Yes	
B-BBEECertificate	Yes	
Complete Schedule of rates is to be submitted on the day of the Quotation closing date (C2.2)	Yes	
Proof of Payment of Bid Deposit	No	N/A
Proof of Paid Municipal Rates and Taxes (T2.11)	No	N/A
Proof of UIF Registration (T2.8)	No	N/A
Proof of good standing with the Compensation Commissioner - In terms of Section 84(1)(b) of the Compensation for Occupation Injuries and Disease Act, 1993, a Bidder may not be awarded a contract if he/she is not registered and in good standing with the Commissioner (T2.12)	No	N/A
Certified CIDB Contractors Grading Designation Certificate (T1.4) attach proof	Yes	
Certified Proof of Registration Number on the Central Suppliers Database (T1.4) attach proof	Yes	
Base Line Risk Assessment (T2.17)	Yes	

# 3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT

(Quotationer to Insert a tick ( ) in the "Returnable document" column to check which documents he/she returned with the Quotation) Returnable **Number of Quotation document name** document pages issued Yes 3 Pages Form of Offer and Acceptance (C1.1) 5 Pages Yes Contract Data (C1.2) 2 Pages Yes Pricing Schedule (C2.2) Pages NO N/A

#### 4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

(Quotationer to Insert a tick (v ) in the "Returnable document" column to check which documents he/she returned with the Quotation) Returnable Number of **Quotation document name** document pages issued Client's Specific requirement for the Contractor's detailed OHS plan (T2.16) Pages Yes Pages No N/A Functionality Criteria (T2.19) N/A Pages No Pages No N/A Pages No N/A Pages No N/A Pages N/A No

5. DOCUMENTS REQUIRED FOR THE EVALUATION OF FUNCTIONALITY

Bid document name	Return	able,
Proof of working capital of at least 25% of project value	NO	N/A
Letters of credit reference from suppliers and credit limits to be stipulated with supporting documents	NO	N/A
Annual/Audited Financial Statement/Management Account/income and Expenditure Statements	NO	N/A
Detailed schedule of resources at all levels	NO	N/A
Schedule of years of experience on similar projects	NO	N/A
Schedule of experience on projects of similar value and duration (Past 3 years) – letters of award to be attached and practical completion certificate for all work completed in the preceding 3 years	NO	N/A
Demonstrated ability to work on an accelerated programme	NO	N/A
Experience in projects that have operational challenges i.e. public interface	NO	N/A
Tenderer's Project Management Structure and Organogram and Experience of Resources Proposed for the Project	NO	N/A
Submission of a detailed organogram	NO	N/A
All key project resources have more than (5) years' experience in the construction industry. All key project resources have experience in projects of a similar value and nature	NO	N/A
Detailed CV. Traceable reference. Certificates of qualified professionals in their full employment to be attached.	NO	N/A
Detailed CV of each team member (Category) and Traceable references to be detailed	NO	N/A
All key project resources are dedicated full time for the duration of the project including proof of UIF contributions	NO	N/A
Tenderer to demonstrate key/resource deployment over the various work package	NO	N/A
etter from a registered financial institution confirming intention to issue a provision of a guarantee	NO	N/A
Site establishment indicating proposed layout for all prescribed facilities, hoarding, etc.	NO	N/A
Resourcing strategy for the various work breakdown structures including resource deployment plan (PS)	NO	N/A
Material storage, handling and distribution	NO	N/A
Productivity, programming, resource investment, progress tracking, corrective action plans, etc.	NO	N/A
Programme and progress reporting, including tracking of long lead procurement items	NO	N/A
DHS Management, compliance and reporting	NO	N/A
Site documentation control, filing and archiving	NO	N/A
Queries and information required approach	NO	N/A
Procurement of outsourced resources e.g. sub-contractors	NO	N/A
TIOONIQUIE II TO	No	N//

OFFICE:RE	SHTS,PLU 5/2631	ENT OF FAUI	ESHOWE COS LTY THREE P ES AND NEW	HASE DIS	<b>TRIBUTION</b>
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spect of each pa	rnished. In t		Project (	Code:	*064536
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ole proprietor o	r nartnershi	in and attach se	eparate page if i	nore than 6	partners
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mber					
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nal Treasury must	be complete	d for each tender	and be attached a	s a tender req	uirement
varrants that he/she	is duly author	rised to do so on b	ehalf of the enterpri	se:	
yer to verify the ten	derers tax cle	arance status fron	the South African	Revenue Serv	ices that it is in o
r partly exercises, o	r may exercis	e, control over the	enterprise appears	on the Registe	er 4;
rprise appears, has re not associated, li ther relationship wit	s within the las nked or involv h any of the te	st five years been of red with any other enderers or those it	convicted of fraud o tendering entities su	r corruption; ubmitting tende	г
ntents of this questi correct.	onnaire are w	ithin my personal k	nowledge and are t	to the best of m	У
Signed			Date		
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## **T2.3 AUTHORITY TO SIGN QUOTE**

#### **SECTION M**

#### **AUTHORITY TO SIGN A BID**

(IV)

**PARTNERSHIP** 

(VI)

JOINT VENTURE /

CONSORTIUM

(V)

**CO-OPERATIVE** 

The bidder must indicate the enterprise status by ticking the appropriate box hereunder.

(III)

SOLE

**PROPRIETOR** 

					Incorporated	
					Unincorporated	
I/We, the undersigned, being the Member(s) of Cooperative/ Sole Owner (Sole Proprietor)/ Close Corporation/ Partners (Partnership)/ Company (Representative) or Lead Partner (Joint Venture / Consortium), in the enterprise trading as:						
hereby authorise N	1r/Mrs/Ms					

to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

whose signature is .....

NAME	ADDRESS	SIGNATURE	DATE
<u> </u>			
-			
-			

(If the space provided is not enough, a separate list should be attached)

#### Note:

(i)

CLOSE

CORPORATION

(11)

**COMPANIES** 

Members of the enterprise must complete this form in full according to the type of enterprise, authorising the signatory to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

Note: In a case of a Sole proprietor, a director may appoint himself/herself if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

Department of Public Works: KZN Effective Date: 16 JANUARY 2023 Version:8

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ontract_award, over a d by the DoPW the ne	nd above other B ecessary proof that	ids :
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y that all of the above	e can, undoubtedly	y, be sourced for thi
sı Y	uccessfully complete that all of the above	f a PERFORMANCE GUARANTEE In a PERFORMANCE GUARANTEE In uccessfully complete this project. In that all of the above can, undoubtedly intact details of the supplier if the Big

Furthermore, it is understood that failure to provide when requested by DoPW, at least the information as stated in paragraphs (d)(i)(ii) AND (iii) above will not enable the Evaluation Team to assess the CURRENT financial standing of the Business and the failure to provide said information when requested will, therefore, invalidate the Bid.

I accept and understand that the Department of Public Works, as representative of the Provincial Administration of KwaZulu-Natal in this Bid, may act against me and the Bidder, jointly and severally, should this declaration and/or any information provided be found to be false.

Duly signed at	on this the day of 201
Full Name of Signatory	Name of Enterprise
Capacity of Signatory	Signature of authorised representative

Department of Public Works: KZN Effective Date: 16 JANUARY 2023 Version:8

T2.5 EQUIPMENT SCHEDULES			
Project title:	OFFICE:REPLACEMENT	SPORT: ESHOWE COST OF FAULTY THREE PHA SWITCHES AND NEW CA	SE DISTRIBUTION
Quotation no:	ZNQ KCD25/2631	Project Code:	*064536

The Bidder shall complete the following schedules giving details of the various items of materials or equipment that he includes in his offer.

#### **TECHNICAL DATA: STANDBY PLANT**

Manufacturer:		
Model number:		
Serial number:		
Voltage		
KVA		
Frequency		
RPM		
Cylinder/stroke		
Fuel capacity and consu	umption	
Sound pressure level		
Condenser air flow rate		
Attenuation type		
Battery Type		
AMF Change Over Pane	el Type	
Starter Motor Type and	Voltage	
Standard Compliance		

Department of Public Works: KZN Effective Date: 16 JANUARY 2023

Version:8

**Project Code:** *064536

## **EQUIPMENT SCHEDULES**

TECHNICAL DATA: UNINTERRUPTABLE PO	WER SUPPLI UPS
Manufacturer	
Model	
Frequency	
Harmonic Distortion Reduction	
Operating Temperature	
Range of Protection – Lightning Strike	
KVA	
Maximum current, cooling mode	
Agent	
Telephone number of Agent	
Brochure enclosed	Yes/No
TECHNICAL DATA: PARCEL X-RAY UNITS	
Manufacturer	
Model	

Manufacturer	
Model	
Dimension /Size	
Resolution	
Zoom ranges	
External Radiation Levels	
Standard Compliance	
Electrical nominal voltage	Volts
Monitor Type and size	
Agent	
Telephone no of Agent	
Brochure enclosed	Yes/No

Department of Public Works: KZN Effective Date: 16 JANUARY 2023

Version:8

Project Code: *064536

# **EQUIPMENT SCHEDULES**

## TECHNICAL DATA: WALK THROUGH DETECTOR

Manufacturer	
Model	
Timer mode	
No of sequential settings per time switch	
No of N/O and N/C contacts per setting	
Adjustable time lapse between settings	
Operating voltage	
Operating current	
Agent	
Telephone number	
Brochure enclosed	Yes/No

#### **TURNSTILE**

Manufacturer	
Size	
Range	
Voltage	
Battery Back Up Time	
Finish	
Agent	
Telephone number	
Brochure enclosed	Yes/No

Project Code: *064536

# **EQUIPMENT SCHEDULES**

TECHNICAL DATA: PARAPLEGIC LIFT

Manufacturer	
Panel thickness	
Load	
Stops	
Car Size	
Door Opening	
Door Type	
Speed	
Type of Drive	
Speed Control	
Type of Car and Landing Buttons	
Type of Landing Door Frames	
Type of Door	
Internal Finishes	
Pit	
Head Room	
Battery Type	
Method of joining panels	
Floor construction	
Standard Compliance	
Agent	
Telephone number of Agent	
Brochure enclosed	Yes/No

Project Code:

*064536

# **EQUIPMENT SCHEDULES**

## TECHNICAL DATA: AIR-CONDITIONING AND VENTILATION INSTALLATION

Area:		
Manufacturer:		
	WCPU	
Model number:	Cooling Tower	
	WCPU	
Serial number:	Cooling Tower	
Voltage		V
Starting amps		A
Running amps		A
System supply gau	ge pressure	kPA
System return gauge pressure		kPA
Condenser water ir	nlet temperature	°C
Condenser water outlet temperature		°C
Condenser water fl	ow rate	I/s
Blower unit air inlet temperature		°C
Blower unit air outlet temperature		°C
Blower unit air flow rate		m³/s
Conditioned room a	air temperature after 1	°C
	air temperature after 1	°C

Department of Public Works: KZN Effective Date: 16 JANUARY 2023 Version:8

T2.6 CONTRACTOR'S SAFETY, HEALTH AND ENVIRONMENTAL DECLARATION				
Project title:	DEPARTMENT OF TRANSPORT: ESHOWE COST CENTRE OFFICE:REPLACEMENT OF FAULTY THREE PHASE DISTRIBUTION BOARD,LIGHTS,PLUGS,SWITCHES AND NEW CABLE INSTALLATION.			
Quotation no:	ZNQ KCD25/2631	Project Code:	*064536	

#### INTRODUCTION

In terms of Regulation 5(1)(h) of the Construction Regulations of February 2014 a Contractor may only be appointed to perform construction work if the Client is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act, Act 85 of 1993 and the Construction Regulations of February 2014. In line with this requirement the Contractor is required to read through this document carefully, sign it and submit it with his/her Bid.

#### **DECLARATION**

- I, the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act, Act 85 of 1993 and the Construction Regulations of February 2014 and the Construction Safety, Health and Environmental Specifications attached to this document.
- I hereby declare that my company and its employees has the necessary competency and resources to safely carry out
  the construction works under this contract in compliance with the Occupational Health and Safety Act, Act 85 of 1993,
  the Construction Regulations of February 2014 and the Construction Safety, Health and Environmental Specifications.
- 3. I hereby confirm that adequate provisions has been made in my Bid to cover the cost of all Safety, Health and Environmental duties and responsibilities imposed on me by the Occupational Health and Safety Act, Act 85 of 1993, the Construction Regulations of February 2014 and the Construction Safety, Health and Environmental Specifications.
- 4. I hereby undertake that if my Bid is accepted, to provide before commencement of the Works under the contract or as required by the Conditions of the Contract, a suitable and sufficiently documented Construction Safety, Health and Environmental Management Plan in accordance with Regulation 7(1)(a) of the Construction Regulations of February 2014, which shall be subject for approval by the Client.
- 5. I confirm that I may not commence with any part of construction work under the contract until my Construction Safety Health and Environmental Management Plan has been approved in writing by the Client.
- 6. I hereby confirm that copies of the following documentation will be kept on site for viewing and inspection purposes for the duration of the construction work:
  - a) Client's Construction Safety, Health and Environmental Specification.
  - b) Approved Construction Safety, Health and Environmental Plan.
  - c) Occupational Health and Safety Act, Act 85 of 1993.
  - d) Construction Regulations of February 2014.
- 7. I agree that my failure to complete and execute this declaration to the satisfaction of the Client will mean that I am unable to comply with the requirements of the Occupational Health and Safety Act, Act 85 of 1993 and the Construction Regulations of February 2014, and accept that my tender will be rejected.

Duly signed at	on this the day of
Full Name of Signatory	Name of Enterprise
Capacity of Signatory	Signature of authorised representative of Quoter

T	T2.7 SITE INSPECTION MEETING CERTIFICATE				
DEPARTMENT OF TRANSPORT: ESHOWE COST CENTRE OFFICE:REPLACEMENT OF FAULTY THREE PHASE DISTRIBUTION BOARD,LIGHTS,PLUGS,SWITCHES AND NEW CABLE INSTALLATION.					
ZNQ KCD25/26	31	Project Code:	*064536		
06/11/2025					
that I,			(Name of authorised Representative)		
			(Name of Enterprise		
on:			(Date)		
er certify that I am inspection meeting execution of this contact representative, nate I that my representative.	satisfied with and that I und tract. med above, is tive's attending	the description of lerstand the work to my authorised reproper this site meeting	the work and explanations be done, as specified and resentative and not a third g, shall be deemed		
			Date		
of Bidder	Si	gnature	Date		
W Representative	Si	gnature	Date		
			Date		
	zNQ KCD25/26 06/11/2025  that I,  nyself familiar with a er certify that I ame inspection meeting execution of this confider representative, national that my representative.	zNQ KCD25/2631  06/11/2025  That I,  properties that I am satisfied with a secution of this contract.  The representative, named above, is a that my representative's attending of that my Enterprise are fully aware.	ZNQ KCD25/2631 Project Code:  06/11/2025  That I,  pon:  Inyself familiar with all local conditions likely to influe er certify that I am satisfied with the description of execution meeting and that I understand the work to execution of this contract.  The representative, named above, is my authorised representative may representative attending of this site meeting of that my Enterprise are fully aware of what was said and the contract of that my Enterprise are fully aware of what was said and the contract of the contrac		

Department of Public Works: KZN Effective Date: 16 JANUARY 2023

Version:8

# T2.8 CERTIFIED PROOF OF VALID UIF REGISTRATION

Project title:	DEPARTMENT OF TRANS OFFICE:REPLACEMENT OFFICE:REPLACEMENT OFFICE:REPLACEMENT OFFICE:REPLACEMENT OF TRANS	OF FAULTY THREE PHASE	Ē	
	ZNQ KCD25/2631			

# ATTACH A CERTIFIED COPY OF PROOF, THAT THE BIDDER IS IN GOOD STANDING WITH THE UIF TO THIS PAGE FOR ADJUDICATION PURPOSES

## **NOTE**

In the case of a Quote by a Joint Venture, certified copies of proof of Good Standing with the **UIF** in respect of each party to the Joint Venture must be attached to this page

"The contractor must submit proof of UIF Contributions made to the fund to the Principal Agent on a monthly basis for the duration of the contract.

Should the contractor default on his monthly payments, the Employer will pay the outstanding payments due and the contractor will be liable for payments made by the Employer on behalf of the contractor, plus any additional cost associated with this process."

T2.9 PREFERENCE POINTS CLAIM	FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022
Project Title:	DEPARTMENT OF TRANSPORT: ESHOWE COST CENTRE OFFICE:REPLACEMENT OF FAULTY THREE PHASE DISTRIBUTION BOARD,LIGHTS,PLUGS,SWITCHES AND NEW CABLE INSTALLATION.
Quotation Number:	ZNQ KCD25/2631
Project Code:	*064536

#### SBD 6.1

#### PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL **PROCUREMENT REGULATIONS 2022**

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

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

#### **GENERAL CONDITIONS**

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

#### To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
- (b) Specific Goals.

#### To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

#### **DEFINITIONS**

- (a) "tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) "price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) "tender for income-generating contracts" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) "the Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).
- FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES
- POINTS AWARDED FOR PRICE
- 3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

90/10 80/20 Ps=80(1-(Pt-P min )/(P min ) or Ps=90(1-(Pt-P min )/(P min )

Where

- Points scored for price of tender under consideration
- Ξ Price of tender under consideration
- Pmin = Price of lowest acceptable tender
- FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT
- POINTS AWARDED FOR PRICE 3.2.1.

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

90/10 80/20 OF

Ps=80(1+(Pt-P max )/(P max ) or Ps=90(1+(Pt-P max )/Pmax)

W	

Points scored for price of tender under consideration Ps

Price of tender under consideration

Pmax = Price of highest acceptable tender

#### POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of Points allocated (90/10 system) (to be completed by the Organ of State)	Number of Points allocated (80/20 system) (to be completed by the Organ of State)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Ownership by Black People	Applicable	10		
Ownership by People who are Youth	Applicable	5		
Ownership by People who are Women	Applicable	5		
Ownership by People living with Disabilities	N/A	0		
51% Ownership by People who are Military Veterans	N/A	0		
Exempted Micro-Enterprise (EME's)	N/A	0		
Promotion of enterprises located in a specific municipal area for work to be done or services to be rendered	N/A	0		
Promotion of enterprises located in specific province	N/A	0		
Promotion of enterprises located in North Coast region	N/A	0		
Promotion of enterprises located in rural areas	N/A	0		

#### DECLARATION WITH REGARD TO COMPANY/FIRM

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

- 4.5.

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company State Owned Company

[TICK APPLICABLE BOX]

- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
- The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have
- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

(e) forward th	he matter fo	or criminal	prosecution, if	deemed	necessary

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DATE:	 			, .				 				 	٠,			 				٠.	٠.		٠.			
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Version:8

# T2.10 TAX COMPLIANCE STATUS (TCS) PIN - TO VARIFY ON LINE COMPLIANCE SUPPLIER STATUS VIA SARS e-FILING

Project title:

DEPARTMENT OF TRANSPORT: ESHOWE COST CENTRE
OFFICE:REPLACEMENT OF FAULTY THREE PHASE DISTRIBUTION
BOARD,LIGHTS,PLUGS,SWITCHES AND NEW CABLE INSTALLATION.

Quotation no:

ZNQ KCD25/2631

Project Code: *064536

#### TAX CLEARANCE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations. It is a condition of this Offer of Commission that your practice remains in good standing with SARS (South African Revenue Services) in terms of its tax clearance, during the project, which is required to process your payment certificates.

In order to meet this requirement bidders are required to apply via e-filing at any SARS branch office nationally. The Tax Complance Status (TCS) requirements are also applicable to foreign bidders / individuals who wish to submit bids.

SARS will then furnish the bidder with a Tax Compliance Status (TCS) **PIN** that will be valid for a period of 1 (one) year from the date of approval.

In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Compliance Status (TCS) PIN.

Application for Tax Compliance Status (TCS) PIN can be done via e-filing at any SARS branch office nationally or on the website www.sars.gov.za.

Tax Clearance Certificates may be printed via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

#### **IMPORTANT NOTICE**

The South African Revinue Services (SARS) has phased out the issuing of paper Tax Clearance Certificates.

From 18 April 2016 SARS introduced an enhanced Tax Compliance (TCS) system.

The new system allows taxpayers to obtain a Tax Compliance Status (PIN), which can be utilised by authorised third parties to varify taxpayers compliance status online via SARS e-filing.

Bidders are required to fill in clearly, legibly, in bold print and black ink the SARS (TCS) **PIN** number and Tax Reference number in the space hereunder:

Department of Public Works: KZN Effective Date: 16 JANUARY 2023

ate: 16 JANUARY 2023 Version:8

Fax Compliance Status (TCS) PIN Number	
Company / Bidding Entity Tax Reference Number	
Name of Bidder:	
Signature of Bidder:	

Department of Public Works: KZN Effective Date: 16 JANUARY 2023

Version:8

# **T2.11 PROOF OF PAID MUNICIPAL RATES & TAXES**

Project title:	DEPARTMENT OF TRANSI OFFICE:REPLACEMENT O DISTRIBUTION BOARD,LIG CABLE INSTALLATION.	F FAULTY THREE PHAS	E
Quotation no:	ZNQ KCD25/2631	Project Code:	*064536

# ATTACH PROOF OF PAID MUNICIPAL RATES & TAXES TO THIS PAGE FOR ADJUDICATION PURPOSES

# **NOTE**

In the case of a Quotation by a Joint Venture, proof of paid municipal rates and taxes for each member of the Joint Venture should be attached to this form.

Version:8

# T2.12 CERTIFIED PROOF OF GOOD STANDING WITH THE COMPENSATION COMMISSIONER

Project title:	DEPARTMENT OF TRANS OFFICE:REPLACEMENT OF DISTRIBUTION BOARD,LI CABLE INSTALLATION.	F FAULTY THREE PHASE	
Quotation no:	ZNQ KCD25/2631	Project Code:	*064536

ATTACH A CERTIFIED COPY OF PROOF, THAT THE TENDERER IS IN GOOD STANDING WITH THE COMPENSATION COMMISSIONER, TO THIS PAGE FOR ADJUDICATION PURPOSES

### **NOTE**

In the case of a Quote by a Joint Venture, certified copies of proof of Good Standing with the Compensation Commissioner in respect of each party to the Joint Venture must be attached to this page

Department of Public Works: KZN Effective Date: 16 JANUARY 2023 Version:8

# T2.13 CONTRACT FORM - PURCHASE OF GOODS/WORKS-Part 1

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

#### PART 1 (TO BE FILLED IN BY THE BIDDER)

- I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to Head: Public Works (Department of Public Works: Province of KwaZulu-Natal) in accordance with the requirements and specifications stipulated in bid number ZNQ KCD25/2631 at the price/s quoted.
- 2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax Compliance Status (TCS) PIN;
    - Pricing schedule(s);
    - Technical Specification(s);
      - Preference claims for the Specific Goal/s as outlined in the Invite to Quote in terms of the Preferential
    - Procurement Regulations 2022;
    - Bidder's Disclosure SBD 4
    - Special Conditions of Contract;
  - (i) JBCC Minor Works Edition 4 August 2007; and
  - (i) Other (specify)
- 3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
- I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
- 5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- 6. I confirm that I am duly authorised to sign this contract.

	Witnesses:
NAME (PRINT):	
CAPACITY:	1
SIGNATURE:	
NAME OF FIRM:	2
DATE:	Date:

Department of Public Works: KZN Effective Date: 16 JANUARY 2023

Version:8

# T2.14 CONTRACT FORM - PURCHASE OF GOODS/WORKS-Part 2

# PART 2 (TO BE FILLED IN BY THE PURCHASER)

1.					in	my capacity as
			e ZNQ KCD25/2631 er and/or further spec			r the supply of
2. 3.	3. I undertake	e to make payment	ery instructions is fort t for the goods/works ays after receipt of an	delivered in accord	dance with the terms lied by the delivery no	and conditions of te.
	ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)
4.	I confirm tha	t I am duly authoris	sed to sign this contra	ct.		
	SIGNED AT	[Place]		0	DN[Date]	
	NAME (PRIN	NT):			Witnesses:	
	SIGNATURE	<b>=</b> :			1	
					2	
					Date:	
			OFFICIAL STAMP:			

#### **SECTION F**

# **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 interest1 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	
		*	
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e X		÷ **	, \$2 ⁷⁶

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.

1

2.2	Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? <b>YES/NO</b>
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 D	ECLARATION
	I, the undersigned, (name)
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 delivery particulars of the products or services to which this bid invitation relates.
3.4	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.
3.5	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.

3.6 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

T2.16 - CLIENT'S SPECIFIC REQUIREMENT FOR THE CONTRACTOR'S DETAILED OHSE PLAN		
DEPARTMENT OF TRANSPORT: ESHOWE COST CENTRE:REPLACEMENT OF FAULTY THREE PHASE DISTRIBUTION BOARD,LIGHTS,PLUGS,SWITCHES AND NEW CABLE INSTALLATION.		
Quote no:	ZNQ 25/263	
Project Code:	*064536	
Items	Client Specific Requirements	
Site Office location	The location of the site office should be in an area that will not require visitors to pass through or enter area where construction work is active and will not require the re-location of the office as the project progresses.	
Public Safety	1) When working in a occupied facility the contractors risk assessment and subsequent safe work method statement must take into consideration the negative effect the Contractors activities may have on the health and safety of the occupants of the facility and make provisions for the implementation of all reasonably practicable measures to ensure the health and safety of members of the public.	
Extreme weather conditions	1) If the weather condition poses a threat to the health & safety of employees be it extreme heat, cold, lighting or any adverse weather condition appropriate safety measures have to be taken.	
Change to scope of work	Should there be changes to the original scope of work, the Principal Agent must inform appointed Construction Health and Safety Agent to effect changes to the OHSE Specification.	
Safety Plan Supmission	1) The successful Tenderer must submit a copy of the detailed OFSE Plan for approval and keep the original for onsite use during construction. The principal Contractor will not be allowed to start site establishment before his her SHE Plan has been approved in writing.	
Bylaws	1) The Principal Contractor must incorporate any aspects of the Local Municipal bylaws which affect the, Safety and Environmental wellbeing of the employees and the public into his/her OHSE Plan and ensure compliance to such bylaws.	
	1) To comply with CR(9) and to also address environmental issues	
	Risk Assessment must be done if and when required.	
Risk assessment for construction work	3) DSTI's must be performed on a daily basis be of an acceptable standard and need to be signed off prior to work starting and at the end of each shift.	
	No work may be performed without an approved DSTI.  See the attached baseline risk assessment to be considered by both the designer and the principal contractor.	
	1) To comply with CR (10),	
Fall protection	2) Edge protection and protection of floor openings need to be of such a manner as to properly protect employees from falling off elevated positions or falling into floor openings	

Structures	1) To comply with CR (11)
Temporary work	1) To comply with CR (12)
Excavations	1) To comply with CR(13) and the following;
LXCavations	2) If the risk exists of a person in an excavation being enclosed in an event of a collapse the following will apply; shoring sufficient to prevent enclosure, any excavated material must be placed at least 1metre from the edge and at the maximum angle of repose to the horizontal.
	No excavation may affect the stability of any adjoining structure or road unless steps have been taken as identified by an Engineer or a Technologist.
	Adequate provisions must be made to ensure that water is drained from excavations where water may enter such excavations as a result of seepage or rain
	5) All excavations made by the Principal or Sub Contractors must be barricaded by means of solid barricading and barricading tape may only be used to make such barricading more visible
	6) If more than one excavation is present on site all excavations must be numbered to ensure effective inspection and control
Demolition work	1) To comply with CR (14) and the following;
Demoillon work	Demolition work may only start upon approval of the Demolition Plan by the Client or its duly appointed Agent
	In the event that a structure identified for demolition incorporates substances such as, lead or asbestos it must be performed within the requirements of the applicable legislative requirements
Scaffolding	1) To comply with CR(16) and the following;
Committee	Scaffolding Inspectors and Scaffolding Erectors must be different individuals.
	Scaffold Harness must be used on Scaffolding, normal Harnesses may not be used on scaffolding
	4) Sufficient Scaffolding material e.g., tags, trapdoors etc. need to be on site as determined by the activities on site
	5) Scaffold bases may not be supported by materials such as bricks and chipboard. Suitable material needs to be used as per SANS 10085
	6) If more than one scaffold is present on site all scaffolds must be numbered to ensure effective inspection and control
Construction vehicles and mobile plant	1) To comply with CR (23) and the following;
Electrical installations and machinery on construction sites	1) To comply with CR (24)
Use and temporary storage of flammable liquids on construction sites	1) To comply with CR (25)
Water environments	1) To comply with CR (26)

Housekeeping and	1) To comply with CR (27) and the following;
general safeguarding on construction sites	Contractor to designate areas for placing refuse and rubble prior to being removed from site
	Contractor must implement a daily task site clean-up for all activities these should cover work areas, stairways, walkways etc. to free of any construction debris obstruction.
	4) Refuse to be separated for recycling purposes
	5) Hazardous materials such as asbestos may not be included in general rubble and need to be disposed of as per applicable legislative requirements
Stacking and storage on construction sites	1) To comply with CR (28)
Fire precautions on	1) To comply with CR (29) and the following;
construction sites	No smoking may be permitted on site except in designated smoking areas
Construction employees'	1) To comply with CR (30) and the following;
facilities	Gender signs to be placed at appropriate locations
	All welfare facilities to be kept in a hygienic condition at all times
	4) Employees to be trained in good hygiene practices
	5) Toilets to be fitted with doors which can be locked from the inside
	6) Toilets to be sufficiently ventilated
	Contractors or contractors employees are not permitted to any other facilities except those provided by the contractor.
Public Safety & Signage	1) The Principal Contractor engaged in construction work must ensure that each person working on or visiting a site, and the general public in the vicinity of the construction site, shall be made aware of the dangers likely to arise from onsite activities and the precautions to be observed to avoid or minimise those dangers.
	Appropriate signage shall be posted at conspicuous points within and around the perimeter of the site. The steps to comply with this requirement must be outlined in the OHSE Plan.
	3) The public or visitors may only be permitted on site if they go through an appropriate health and safety induction detailing hazards and risks they may be exposed to and what measures are in place to control these hazards and risks
	4) The entire project site must be secured against unauthorized access and provided with appropriate warning signage. Where roadways or walkways must be encroached or closed due to work, adequate barriers shall be installed to safely redirect the flow of vehicles and pedestrians and protect them from construction activities.

	5) Whenever it is necessary to maintain public use of work areas (such as sidewalks, ramps, entrances to buildings, corridors, or stairways), the public shall be protected with appropriate guardrails, barricades, temporary fences, overhead protection, or temporary partitions and hoarding. The public must also be adequately protected from any work created hazards, such as excavations. Appropriate warnings, signs, warning lights and instructional safety signs shall be conspicuously posted and placed where necessary.
	6) The public must also be protected from falling debris and objects from the project site. Overhead protection shall be provided that will fully protect the public and be capable of withstanding the maximum forces that could be applied from potential falling objects. Special attention shall also be given to developing adequate means to protect against wind-blown debris and construction-related materials.
On Site Health and Safety Training & Induction	The Principal Contractor shall ensure that all site personnel and visitors undergo a risk-specific health & safety induction training session before starting work or being permitted to enter the site. A record of attendance shall be kept in the health & safety file.
	2) The Principal Contractor shall ensure that, on site periodic toolbox talks take place at least once per week. These talks should deal with risks relevant to the construction work at hand. A record of attendance shall be kept in the health & safety file. The above should also cover all sub-contractors that are onsite.
	All Contractors have to comply with this minimum requirement.  Environmental issues to be included in toolbox talks where required.
General Record Keeping	The Principal Contractor and all Sub Contractors must keep and maintain Health and Safety records to demonstrate compliance with this Specification, The OHS Act 85/1993; and with the Construction Regulations of 2014. The Principal Contractor shall ensure that all records of incidents/accidents, training, inspections; audits, etc. are kept in a health & safety file held in the site office, which must be present on site at all times. The Principal Contractor must ensure that every Sub Contractor opens its own health & safety file, maintains the file and makes it available on request.
Health & Safety Audits, Monitoring and reporting	1) The Client or its duly appointed Agent shall conduct monthly health & safety audits. The Principal Contractor is obligated to conduct similar audits on all Sub Contractors appointed by them at least once a month. Detailed audit reports must be presented and discussed at all levels of project management meetings and a copy of such audit will be provided to the Client or its duly appointed Agent within 7 working days of such audit. Copies of the Client's audit reports shall be kept in the Principal Contractors Health & Safety File.
Emergency Procedures	The Principal Contractor shall submit a detailed Emergency Plan for approval by the Client prior to commencement on site. The plan shall detail the response procedure including the following key elements:

Department of Public Works: KZN Effective Date: 16 JANUARY 2023

	a. List of key competent personnel;
	b. Details of emergency services;
	c. Actions or steps to be taken in the event of the specific types of
	emergencies;
	d. Information on hazardous material/situations.
First Aid Boxes and First Aid Equipment	1) The appointed First Aider(s) to be in possession of a valid first aid training certificate Level 2. Valid certificates are to be kept in the Site Safety File. All Sub Contractors with more than 5 employees shall supply their own first aid box, except if otherwise agreed upon between Principal and Sub-Contractor in writing.
Accident / Incident Reporting and Investigation	1) Injuries are to be categorised into Near miss, first aid, LTI, fatal etc. Fatal accidents to be reported in addition to applicable legislative requirements to the Client or its duly appointed Agent with immediate effect. The Principal Contractor must stipulate in its construction phase OHSE Plan how it will handle each of these categories. When reporting injuries to the Client, these categories shall be used. The Principal Contractor shall investigate all injuries, with a report being forwarded to the Client immediately. All Sub- Contractors have to report on the abovementioned categories of injuries to the Principal Contractor at least monthly. All categories of incidents/accidents must be in the Statistics Section of the Monthly Audit Reports, submitted to the Client or it's duly appointed Agent.
Hazards and Potential Situations	The Principal Contractor shall immediately notify other Sub Contractors as well as the Client of any hazardous or potentially hazardous situations that may arise during performance of construction activities.
	Should a hazardous situation require work stoppages, the work must be stopped and corrective steps taken such as the issue of Written Safe Work Procedures and the issue of Personal Protective Equipment.
Personal Protective Equipment (PPE) and Clothing	1) The Principal Contractor must ensure that all workers are issued with the required PPE as required by the risks associated with the activities they perform. The minimum PPE to be worn on site will be Safety Shoes/Boots, Hard Hats, Overalls. No Visitors may enter the site without Safety Shoes/Boots and Hard hats. The Principal Contractor and all Sub Contractors shall make provision and keep adequate quantities of SABS approved PPE on site at all times. All employees issued with PPE to be trained in correct use, records of training and issue to be kept in the Site SHE File . Procedure to be in place to deal with:
	a Lost or stolen PPE;
	b Worn out or damaged PPE replacement.
	c Employees not utilising PPE as required
	2) The above procedure applies to Principal Contractors and their appointed
	Sub- Contractors, as they are all employers in their own right.

Department of Public Works: KZN Effective Date: 16 JANUARY 2023 Version:8

Permits	The Principal Contractor shall prepare and issue the required written permits relating to but not limited to the following:
	a Hot Work
	b Roof Work; and
	c Electrical work (both temporary and permanent)
	d Confined Space Entry
	The Principal Contractor must ensure that where permits are required that
	they are properly implemented and adhered to.
Speed Restrictions and Protections	Unless otherwise stipulated, the maximum speed limit on sites must be limited to 10 km/h.
	Vehicle movement routes on site must be clearly indicated where applicable.
	Signage to ensure the safe movement of vehicles on site, as well as to ensure the health and safety of all employees and visitors on site, must be displayed in strategic locations.
Hazardous Chemical Substances (HCS)	1) To comply with Hazardous Chemical Substances Regulations as published in Government Notice No. R. 1179 dated 25 August 1995.
	In addition to the abovementioned, Material Safety Data Sheets must be kept on site for all materials, which may contain hazardous chemical substances
Asbestos	To comply with Asbestos Abatement Regulations, 2020 as published in Government Notice No. R. 1196 dated 10 November 2020.
	Removal to be done by an accredited asbestos contractor
	3) Proof of accreditation to be kept on site.
	4) Proof of safe systems of work
	5) Disposal certificate.
	6) Under no circumstances may asbestos be handed over to the community irrespective of shape or condition.
Fire Extinguishers and Fire Fighting Equipment	The Principal Contractor and Sub-Contractors must allow for and provide adequate provision of regularly serviced temporary fire fighting equipment located at strategic points on site, specific for the classes of fire likely to occur.
	The appropriate notices and signs must be allowed for and be erected as required
	Contractors may not utilize fire protection equipment belonging to the Client without prior consent
Ladders and Ladder Work	1) The Principal Contractor must allow for and ensure that all ladders are inspected at least monthly, are in a good safe working order, are the correct height for the task, extend at least 1m above the landing, are fastened and secured and are placed at a safe angle.
	Records of inspections must be kept in a register on site
	3) All ladders found to be unsafe must be removed from site immediately and not be permitted back onto site until it has been certified as being safe by the Safety Officer or Construction Supervisor.
General Machinery	1) To comply with Driven Machinery Regulations as published in Government Notice No. R. 1010 dated 18 July 2003

Department of Public Works: KZN Effective Date: 16 JANUARY 2023

Portable Electrical Tools	The Principal Contractor shall ensure that all electrical tools, electrical
and Hand Tools	distribution boards, extension leads, and plugs are kept in a safe working
and hand 100.0	order.
	2) The Principal Contractor shall ensure that all portable electrical Equipment, is clearly numbered, inspected by a Competent appointed person and records of such inspections to be kept on record in an appropriate register on the
	site SHE file
	3) The Principal Contractor shall allow for and ensure the following in relation to hand Tools:
	a That a "Competent Person" undertakes routine inspections and records are kept on site.
	b That only authorized trained persons use the tools.
	c That safe working procedures apply.
	d That PPE is provided and used.
	4) All unsafe hand tools and portable electrical equipment found on site need to be removed from site with immediate effect, tagged as unsafe for use and only be permitted back on site after being certified as safe for use by the Safety Officer or the construction Supervisor.
High Voltage Electrical Equipment Installations and Equipment	All Employees must be made aware of the presence and location of High Voltage Equipment such as underground cables and overhead lines, and ensure that the necessary precautionary steps are taken where work has to be executed in the vicinity of such equipment.
	Precautionary measures such as Isolation and Lock-Out of electrical systems or the use of electrically isolated tools must be used.
Adequate Lighting	All Contractors must allow for and ensure that adequate lighting is provided to allow for work to be carried out safely.
Transportation of Workers	In addition to CR 23 the following will apply. The Principal Contractor and Sub-Contractors shall not:
	a. Transport persons together with goods or tools unless there is an
	appropriate area or section of the vehicle in which to store such goods.  b. Transport persons on the back of trucks except if a proper canopy (properly
	covering the sides and top) has been provided with suitable seating areas.
	c. Permit workers to stand or sit on the edge of the transporting vehicle.
	d. Transport workers in LDVs unless they are closed/covered and have the
	correct number of seats for the passengers
	e. No driver may transport more than six people on the back of a 1 Ton LDV and more than four passengers on the back of a ½ Ton LDV.
	2) The driver of any LDV may not permit more than two passengers to occupy
	the cab of any LDV.
	3) Drivers of such vehicles must have a valid driver's license for the code of
	vehicle being driven by them.
	No servicing of vehicles will be permitted on a Construction Site. No Vehicles or machinery leaking oil will be permitted on site due to the risk posed to the environment.
	5) Any oil or diesel spilled on site must be cleaned up as per accepted
	environmental practice
	In the event that Earth Moving Machinery is present on site the following must be adhered to:

والمرابع والمرابع المرابع المر
a Drivers of vehicles must be instructed to avoid parking behind earth moving machinery in order to ensure that their vehicles are visible to the operators of earth moving machinery.
b Right of way must be afforded to earth moving machinery at all times.
c Vehicles must only be permitted to park, where possible, in designated areas
Occupational exposure is a major problem and all Contractors must ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards.
All Contractors must prevent inhalation, ingestion and absorption of any harmful chemical or biological agents
3) Water to be utilized for drinking purposes may only be drawn from taps designated for drinking water purposes. Fire hydrants and fire hose reels may not be utilized for drinking water purposes.
The Principal Contractor and Sub-Contractors must comply with the requirements of NEMA Act.
The Principal Contractor must develop a waste management plan, implement and maintained it onsite
3 Cement mixing to be done at a predetermined location on site which must include a solid, slab, and bunded edges to prevent runoff
Contaminated run off water from the site must be treated such as to ensure that it does not pose a risk to the environment
5) Any material which may have a harmful effect when disposed of by normal means must be disposed of in an appropriate manner to eliminate its harmful effect on the environment after disposal.
6) The Principal Contractor must allow for and ensure that adequate procedures are implemented and maintained to ensure that waste generated is placed in suitable receptacles and removed from the site promptly.
7) Plans to deal with spillages must be in place and maintained.
8) No waste materials (liquid or solid) may be disposed of in drains.
9) No burning of waste material may take place on site as such material being burned may result in pollution of the air or give off toxic vapours which could be harmful to the health of employees or any other person present on site.
No alcohol and other drugs will be allowed on site without the express permission of the Principal Contractor
2) No person may be under the influence of alcohol or any other drugs while on the construction site.
<ol> <li>Any person on the construction site who is on prescription drugs must inform his/her Employer accordingly and the Employer shall in turn report this to the Principal Contractor immediately.</li> </ol>
4) Any person on the construction site who is suffering from any illness/condition that may have a negative effect on his/her safety performance must report this to his/her Employer, who in turn must report this to the Principal Contractor forthwith.
5) Any person on the construction site who is suspected of being under the influence of alcohol or other drugs must be removed from site immediately and be instructed to report back the next day for a preliminary inquiry. A full disciplinary procedure must be followed by the Contractor concerned and a copy of the disciplinary action must be forwarded to the Principal Contractor for his records.

Department of Public Works: KZN Effective Date: 16 JANUARY 2023 Version:8

	T2.17 - BASEL	INE RISK ASSESSMENT	
Project title:	DEPARTMENT OF TRANSPORT: ESHO DISTRIBUTION BOARD,L	OWE COST CENTRE OFFICE:REPLA IGHTS,PLUGS,SWITCHES AND NEV	ACEMENT OF FAULTY THREE PHASE V CABLE INSTALLATION.
Quote no:	ZNQ KCD25/2631	Project Code:	*064536

Activity	Risk to Safety	Risk to Health	Risk to Environmental	Risk to Public Safety	Control Measure

Department of Public Works: KZN Effective Date: 16 JANUARY 2023 Version:8

4 /400	T2.18 CAPA	CITY OF BIDDER	
Project title:	DEPARTMENT OF TRANSPORT: ESHOWE CO DISTRIBUTION BOARD,LIGHTS,PLUGS,SWITC	ST CENTRE OFFICE:REPLACEMENT OF FAU CHES AND NEW CABLE INSTALLATION.	LTY THREE PHASE
Bid no:	ZNQ KCD25/2631	Project Code:	*064536

- WORK CAPACITY: (The Bidder is requested to furnish the following capacity particulars and to attach additional pages if more space is required. Failure to furnish the particulars may result in the Bid being disregarded.)
  - 1.1. Artisans and Employees: (Artisans and Employees to be ,or are ,employed for this project )

Categories of Employee - Key Personnel (part of Business Enterprise)	Professional Registration No.	Date of Employment	Number
Site Agent			
Project Manager			
Foreman			
Quality Control & Safety Officer-Construction Supervisor			
Artisans			
Unskilled employees			
Others			

1.2. Provide full particulars of the following Assets: (Assets owned and to be hired - Indicate owned assets)

Machinery	Plant	Equipment	Vehicles
		<del> </del>	
			_

1.3. Workshops:

Address of Main Workshop:	Address of Regional Workshop (If Applicable):

1.4. Other offers submitted at time of this tender for which results are pending:
(Any other client's tender must also be included)

Bid No.	Project Name	Client Name & Contact No.	Value Tendered in R's	Date bid submitted	Contact Detail
			1		

# 2. PARTICULARS OF THE BIDDERS CURRENT AND PREVIOUSLY COMPLETED COMMITMENTS:

2.1. Current private sector projects: (List the 5 projects closest to the contractor grading designation of this project)

Project Name	Date of commencement	
Place (town)	Contract Amount (R)	
Reference / Contact person	Contract period	
Contact Tel. No.	Scheduled date of completion	
Project Name	Date of commencement	
Place (town)	Contract Amount (R)	
Reference / Contact person	Contract period	
Contact Tel. No.	Scheduled date of completion	
Project Name	Date of commencement	
Place (town)	Contract Amount (R)	
Reference / Contact person	Contract period	
Contact Tel. No.	Scheduled date of completion	
Project Name	Date of commencement	
Place (town)	Contract Amount (R)	
Reference / Contact person	Contract period	
Contact Tel. No.	Scheduled date of completion	
Project Name	Date of commencement	
Place (town)	Contract Amount (R)	
Reference / Contact person	Contract period	
Contact Tel. No.	Scheduled date of completion	

2.2. Current Government sector projects: (List the 5 projects closest to the contractor grading designation of this project)

Z.Z. Current Gover			
Project Name		Date of commencement	
Place (town)		Contract Amount (R)	
Reference / Contact person		Contract period	
Contact Tel. No.		Scheduled date of completion	
Project Name		Date of commencement	
Place (town)		Contract Amount (R)	
Reference / Contact person		Contract period	
Contact Tel. No.		Scheduled date of completion	
Project Name		Date of commencement	
Place (town)		Contract Amount (R)	
Reference / Contact person		Contract period	
Contact Tel. No.		Scheduled date of completion	
Project Name		Date of commencement	
Place (town)		Contract Amount (R)	
Reference / Contact person		Contract period	
Contact Tel. No.		Scheduled date of completion	
Project Name		Date of commencement	
Place (town)		Contract Amount (R)	
Reference / Contact person		Contract period	
Contact Tel. No.		Scheduled date of completion	
	Project Name  Place (town)  Reference / Contact person  Contact Tel. No.  Project Name  Place (town)  Reference / Contact person  Contact Tel. No.  Project Name  Place (town)  Reference / Contact person  Contact Tel. No.  Project Name  Place (town)  Reference / Contact person  Contact Tel. No.  Project Name  Place (town)  Reference / Contact person  Contact Tel. No.  Project Name  Place (town)  Reference / Contact person  Contact Tel. No.  Project Name  Place (town)	Project Name Place (town)  Reference / Contact person  Contact Tel. No.  Project Name Place (town)  Reference / Contact person  Contact Tel. No.  Project Name Place (town)  Reference / Contact person  Contact Tel. No.  Project Name Place (town)  Reference / Contact person  Contact Tel. No.  Project Name Place (town)  Reference / Contact person  Contact Tel. No.  Project Name Place (town)  Reference / Contact person  Contact Tel. No.  Project Name Place (town)  Reference / Contact person  Contact Tel. No.  Project Name Place (town)  Reference / Contact person	Project Name Piace (town) Reference / Contact person Contact Tel. No. Project Name Piace (town) Reference / Contact person Contact Tel. No. Project Name Piace (town) Reference / Contact person Contact Tel. No. Scheduled date of completion Contact Tel. No. Contract Amount (R) Reference / Contact person Contact Tel. No. Scheduled date of completion Contact Tel. No. Scheduled date of completion Contact Tel. No. Project Name Piace (town) Contract Amount (R) Reference / Contact person Contact Tel. No. Scheduled date of completion Contact Tel. No. Contract Amount (R) Reference / Contact person Contact Tel. No. Contract Amount (R) Contract Amount (R) Contract Amount (R) Contract Tel. No. Contract Amount (R) Contract Tel. No. Contract Tel. No. Contract Amount (R) Contract Tel. No. Contract Amount (R) Contract Tel. No. Contract Person Contact Tel. No. Contract Person Contract Amount (R) Contr

# 2.3. Previously completed projects: (List the 5 projects closest to the contractor grading designation of this project)

	Project Name	Date of commencement	
	Place (town)	Contract Amount (R)	
1	Reference / Contact person	Contract period	
	Contact Tel. No.	Date completed	
	Project Name	Date of commencement	
2	Place (town)	Contract Amount (R)	
	Reference / Contact person	Contract period	
	Contact Tel. No.	Date completed	
	Project Name	Date of commencement	
	Place (town)	Contract Amount (R)	
3	Reference / Contact person	Contract period	
	Contact Tel. No.	Date completed	
	Project Name	Date of commencement	
	Place (town)	Contract Amount (R)	
4	Reference / Contact person	Contract period	
	Contact Tel. No.	Date completed	
	Project Name	Date of commencement	
_	Place (town)	Contract Amount (R)	
5	Reference / Contact person	Contract period	
	Contact Tel. No.	Date completed	

Name of Bidder	Signature of authorised representative	Date

E-MAIL ADDRESS

#### PART A **INVITATION TO BID - SBD 1** YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE KWA-ZULU NATAL DEPARTMENT OF WORKS CLOSING TIME: 11:00 CLOSING DATE: 06/11/2025 BID NUMBER: ZNO KCD25/2631 DEPARTMENT OF TRANSPORT: ESHOWE COST CENTRE- REPLACEMENT OF FAULTY THREE PHASE DISTRIBUTION BOARD, LIGHTS, PLUGS, SWITCHES AND NEW CABLE INSTALLATION. DESCRIPTION THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS) DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE, KING CETSHWAYO DISTRICT OFFICE, NO 3 FORT NONQAYI STREET, ESHOWE, 3815 SUPPLIER INFORMATION NAME OF BIDDER POSTAL ADDRESS STREET ADDRESS CODE NUMBER TELEPHONE NUMBER CELLPHONE NUMBER NUMBER FACSIMILE NUMBER CODE E-MAIL ADDRESS VAT REGISTRATION NUMBER CSD No: TCS PIN: Yes Yes B-BBEE STATUS LEVEL B-BBEE STATUS LEVEL SWORN AFFIDAVIT (Tick YES VERIFICATION CERTIFICATE or NO) (Tick YES or NO) No No If YES, State the name of the verification agency accredited by SANAS ARE YOU A ARE YOU THE ACCREDITED FOREIGN BASED NO NO YES Yes REPRESENTATIVE IN SOUTH SUPPLIER FOR THE AFRICA FOR THE GOODS (IF YES ANSWER PART B:3 BELOW) [IF YES ENCLOSE PROOF] SERVICES /WORKS OFFERED? DATE SIGNATURE OF BIDDER 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 TOTAL BID PRICE (ALL INCLUSIVE) OFFERED **TECHNICAL INFORMATION MAY BE DIRECTED TO:** BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: CONTACT PERSON MR M ZUMA DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE DEPARTMENT/ PUBLIC ENTITY 035 474 2066 TELEPHONE NUMBER CONTACT PERSON MRS. EG SANGWENI FACSIMILE NUMBER 035 474 3165 035 474 2066 TELEPHONE NUMBER E-MAIL ADDRESS Mfundo.zuma@kznwork.gov.za 035 474 3165 FACSIMILE NUMBER Gugu.Sangweni@kznworks.gov.za

#### PART B TERMS AND CONDITIONS FOR BIDDING - SBD 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.

#### TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 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
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. 2.6

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS** 

3. <b>Q</b> 3-3-1-3-1-3-1-3-1-3-1-3-1-3-1-3-1-3-1-3	vec	l NO I
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	YES	
	YES	NO
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?		NO.
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	YES	NO
	VEC	NO
3.4 DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	YES	

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.



Quotations:

Department of Public Works: KZN Effective Date: 16 JANUARY 2023

R 1 - R1 000 000		Version:8			
	C1.1: FORM OF OFFER AND A	CCEPTANCE			
Quotation no: ZNQ KCD	25/2631 OFFER				
The Employer, identified in procurement of:	n the acceptance signature block, has so	licited offers to enter into a contract for the			
DEPARTMENT OF TRAN PHASE DISTRIBUTION B	SPORT: ESHOWE COST CENTRE OFF OARD,LIGHTS,PLUGS,SWITCHES AND I	FICE:REPLACEMENT OF FAULTY THREE NEW CABLE INSTALLATION.			
Addenda thereto as listed in	n the Returnable Schedules, and by submi	e documents listed in the Quotation Data and thing this Offer has accepted the Conditions of			
Acceptance, the tenderer		d, signing this part of this Form of Offer and liabilities of the Contractor under the contracter true intent and meaning for an amount to the Contract Data.			
THE OFFERED TOTAL O	F THE PRICES INCLUSIVE OF VALUE AI	ODED TAX IS:			
Amount (in words):					
Amount in figures:	R				
	f this document to the Tenderer before to he Tenderer becomes the party named as	nce part of this Form of Offer and Acceptance ne end of the period of validity stated in the sthe Contractor in the Conditions of Contractor.			
Signature (s)		<b>€</b>			
Namé (s)		Ban Market Str.			
Capacity					
For the tenderer		7			
	(Name and address of tenderer)	Dete			
Name and signature of witness		Date			
ACCEPTANCE					
By signing this part of this  The terms of the contract  Part C1  Part C2  Part C3	Agreement and Contract Data, (which in Pricing data  Scope of work.				
Part C4 Site information and drawings and documents or parts the rest, which may be incorporated by reference into the above listed Parts.					

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Department of Public Works: KZN Effective Date: 16 JANUARY 2023 Version:8

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Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable 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 form of offer and acceptance. 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.

Signature (s)	,	
Name (s)		
Capacity		
For the employer		
	(Name and address of employer)	
Name and signature of witness		
	ll k ¹	κ.

Department of Public Works: KZN Effective Date: 16 JANUARY 2023 Version:8

## **Schedule of Deviations**

Notes:

- 1. The extent of deviations from the tender documents issued by the employer before the tender closing date is those permitted in terms of the conditions of tender.
- 2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
- 3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
- 4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1. Subject:	
Details:	
2. Subject:	
Details:	
3. Subject:	
Details:	
4. Subject:	
Details:	

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 returnable 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

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.

#### C1.2 :CONTRACT DATA:

#### JBCC 2000 MINOR WORKS AGREEMENT (4th Edition)

DEPARTMENT OF TRANSPORT: ESHOWE COST CENTRE OFFICE:REPLACEMENT OF FAULTY THREE PHASE DISTRIBUTION BOARD, LIGHTS, PLUGS, SWITCHES AND NEW CABLE INSTALLATION.

Quotation no: ZNQ KCD25/2631

The Conditions of contract are clauses 1 to 20 of the JBCC series 2000 Minor Works Agreement (4th Edition, August 2007) prepared by the Joint Building Contracts Committee.

Copies of these conditions of contract may be obtained through most regional offices of the Association of South African Quantity Surveyors (011-3154140), Master Builders Association (031-2667070), South African Association of Consulting Engineers (011-4632022), South African Institute of Architects (031-2017590), Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee.

#### CONTRACT VARIABLES

£1.

#### THE CONTRACT DATA

The Contract Data contains all variables referred to in this document and is divided into Employer to Contractor (EC) Data and Contractor to Employer (CE) Data categories. The Employer to Contractor (EC) Data category state to complete in full by the Employers or his Agent and included in the Quotation documents. The Contractor to Employer (AE) Data must be left blank by the Employer or his Agent for the Contractor to fill in. Both the EC and CE Data categories form part of this agreement.

Spaces requiring information must be filled in, shown as "not applicable" or deleted but not left blank. Where choices are offered, the inapplicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the schedule. Key cross reference clauses are Italicised in [] brackets.

	PART 1: CONTRACT DATA COMPLETED BY THE EMPL	OVED (MINO	WORKS AGREEMENT CONTRACT	DATA EC) (JBCC Series 2000	Edition 4.0
	PART 1: CONTRACT DATA COMPLETED BY THE EMPL Code 2108-EC July 2007)	OTER (MINO	1 HOME AUNTERED CONTRACT		
1	CONTRACT DATA - EMPLOYER				
	CONTRACTING AND OTHER PARTIES				
1.0	Employer:				
1.1	King Cetshwayo District : Eshowe : Public Works (Dep.	artment of Pu	blic Works: Province of KwaZulu-Na	tai)	
[1.1]	- I			· a	
,	FOStal address.				1
	Private Bag X9041 PIETERMARITZBURG				
	3201				
	Tel: 033 - 8971399	Fax:	033 - 8971300		
[1.2]	Physical address:				
	191 Prince Alfred Street PIETERMARITZBURG 3200				
1.2	Principal Agent:				
[6.1]	M ZUMA				
	Postal address:		<b></b>		
	King Cetshwayo District				
İ	Eshowe				
	3815 Tel: 035 474 2066	Fax: -	035 474 3165		
1.3	Atlant (1)			dame	
[6.1.9]	N/A		· +		
	Agant's service:	W. William		THE PARTY OF THE P	
	Architect				
	Postal address:				
	N/A				
	N/A				
	N/A Tel: N/A	Fax:	N/A		
1.4	Tel: N/A	T DAY.		(*	
[6.1.9]	N/A				J
	Agent's service:				
	Quantity Surveyor				
	Postal address:			•	
	N/A				
1	N/A				
	Tel: N/A	Fax:	N/A		
1.6	Interest of principal agent or other agents in the project				
	Details where "yes" N/A				
1.7	The principal agent [1.2] is responsible for the preparation	on of the contr	act data schedule and must be contact	ed should the contractor be unc	ertain of the
1	information provided or to be provided. Failure to complet	e the contract	data schedule in full may result in the I	ender/quote being disqualified.	

Ell

Quotation no:	ZNQ KCD25/2631							
2.0	CONTRACT AND SITE	NFORMATION					T ₁₀	
2.1 [1.1]	The law applicable to this	agreement:		so	OUTH AFRIC	ÇA	(Country or S	state)
2.2 [1.1]	Works identification: Re	fer to document C3 -	Scope of Work.					
2.3	Site description: Refer t	o document C4 – Site	Information.					
[1.1] 2.4	Possession of the site is	to be given on:	To b	e determined		(Date)		
[5.1.3] 2.5	Period for the commence		he contractor takes pos	session of the site:		10		(working days)
[7.1.2] 2.6						No		(Yes/No)
[7.1.1]	Waiver of contractor's li							1
2.7	Existing premises will be contract documents.	occupied. Where "yes" the	e specific requirements a	are described or detai	iled in the	Yes		(Yes/No)
	The Bidder is advised that the institution is fully functional and Occupied and disruptions to services are to be kept to the bare minimum. The construction area will be barricated to control access to site.							
2.8 [5.1.5-6]	Provision of temporary se contract documents.	ervices is required. Where	e "yes" the specific requir	ements are described	d below or de	tailed in the	NO	(Yes/No)
2.11.1	Water	Option A		Contractor e his				1
			PPLICABLE	Employer - met		ctor cost)	N/A	(A, or C)
		Option C		. ,				1 (1, 5, 5)
2.11.2	Electricity	Option A Option B NOT A	APPLICABLE	Contractor his free				1
		Option C	T LIONDILL	Employer - met		ctor cost)	N/A	(A, or C)
0.44.0		Option A		Contractor - his	cost			
2.11.3	Telecom	·	APPLIÇABLE	Employer - free			N/A	1
		Option C		Employer - met	tered (contra	ctor cost)	IV/A	(A, or C)
2.11.4	Ablutions	Option A		Contractor - his	cost		N/A	1
	Pullulons	Option B NOT A	APPLICABLE	Employer - free	e of charge		IV/A	
3.0	INSURANCES AND SEC	CURITIES						
3.1 [3.4.1]	Public liability insurance t	o be effected by:			CON	TRACTOR	[Employer/C	ontractor]
				For the sum of:		N/A	[Amount]	
			Wit	h a deductible of:		N/A	[Amount]	
3.2	Contract works insurance	e to be effected by:			CON	TRACTOR	[Employer/C	ontractor]
[3.4.2]			For the sum of: Contrac		t Sum plus 10%	[Amount]		
			Wit	th a deductible of:		N/A	[Amount]	
3.3	Support insurance to be	effected by the employer	:	For the sum of:		N/A	[Amount]	
[3.4.3]				th a deductible of:		N/A	[Amount]	
3.4 [2.5]	The employer shall prov	ide a Payment Guarante	90:		NO	[Yes/No]		
[2.0]				For the sum of:		N.A.	[Amount]	
[2.6]	The contractor shall wa	ive his lien where a paym	ent guarantee is provide	ed:	N.A.	[Yes/No]	_	
4.0		ION DATES AND PENAL						
4.1 [7.1.2]	For the works as a whole							7
[[,,,,,,,]	The date for	practical completion:	To be determined					[Date]
	Penalty per	calendar day:	0.04% of the Contract		у			
	Contract Per	iod	5	Calendar Months				

5.0	DOCUME	NTS AND G	ENERAL					
5.1 <i>[4.5]</i>	Construct	ion documer	at copies to be supplied to the contractor free of charge:	3	[No of]			
	The conti	ractor shall p	provide the priced document:					
5.2 [4.1]	Complete	Schedule of	rates is to be submitted on the day of the Quotation closing date (C2.2)	"A"	[Addendum No.]			
5.3	Changes	made to <b>JB</b> 0	CC standard documents:	Yes	[Yes/No]	"B"	[Addendum No.]	
[1.8]	Add	Additions, deletions and alterations to the JBCC Minor Works Agreement: The following clauses is N/A to this contract:						
		Omit Clause 2.1 and 2.2; 2.4 to 2.7						
		Omit Clause 3.4 and 3.5; Omit Clauses 5.1.1 and 5.1.2 and 5.1.5 and 5.1.6						
		Omit Claus					1	
		Omit Claus						
		Omit Claus	ses 13.6.1 and 13.6.3 and 13.8 and 13.13 to 13.16					
		Omit Clau						
			ses 15.1.1 and 15.1.5 and 15.3.7 and 15.3.8 ses 16.1.1 and 16.4.7 and 16.4.8				-	
			ses 17.2.6 and 17.2.7					
		In clause	13.9.1 replace "8% of such value to a limit of 4%" with "10% of such value	ue to a limit of	10%"			
		In clause	13.9.2 replace "2% of the contract sum" with "5% of the contract sum"	La calla calla calla calla	-6.4-4			
		In clause	13.11 replace "within 7 calendar days of date of issue" with "within 21 c 4.1 replace "10 working days" with "submit the priced schedule of Quantit	ies with the R	or date or issue eturnable Schedules	n	+	
		See parac	graph 5.3 of C3.2 Specification For HIV\Aids Awareness - penalty of 0.04	% of Contract	Sum.		1	
							-	
5.4 [5.2.1]	Work to I	be undertake	en by direct contractors:	Yes	[Yes/No]	N/A	[Addendum No.]	
5.5 [5.1.7]			tlficate to be issued by:		VARIED	[Date of	Month]	
5.5	Schedule	of Price cos	st Amounts (if applicable). The amounts in this schedule <u>are</u> to be include	ed in the quota	ation amount:			
[1.1]			Description	1	Amount		7	
[6.2.9]		1	N/A		N/A		7	
,		2	N/A		N/A			
		3 N/A		N/A				
5.6 [1.1] [6.2.10]	Schedule of Employer allowances (if Applicable). This amounts in this schedule is for information purposes only and are <u>not</u> to be amount.    Description Amount							
5.7			direct subcontractors. Note: This schedule is for information purposes nated values:	only and are <u>r</u>	not to be included in	the quotation	amount.	
[8.1.1]			Description	1	Amount			
[5.2.1]		1	N/A		N/A			
[0.2.7]		2	N/A		N/A			
		3	N/A		N/A			
5.8								
[3.2.3] 5.9		Direct contractor's total insurance cover: Not Applicable  Quotation submissions shall close at the time and on the date as stated in the T1.1 - Bid Notice and Invitation to Quote						
[1.1]				and myl				
6.0	DECLA	I the pri	THE PRINCIPAL AGENT ncipal agent named in 1.2 above, declare that the information provided a	above is comp	lete and accurate at	the time of		
		calling fo writing fo	r tenders. Where necessary, should any of the above information need to	be varied, Te	enderer's will be infor	med thereof i	n —:	
			Principal Agent	EMENT CON	Date	LIBOO Sorior	2000 Edition 4.0	
		CONTRACT 108-CE Aug	DATA COMPLETED BY THE CONTRACTOR (MINOR WORKS AGRE ust 2007)	EMENICON	IIRAGI DATA CE) (	toput senes	, 2000 Euldon 4.0	
1.0	CONTR	ACT DATA	- CONTRACTOR					
	CONTR Note:		RTY  nation for this section requires to be filled in by the contractor. The Projutes available to the contractor.	ect Leader/Ei	mployers Agent sha	all not pre-sele	ect or fill in any of the	
		allematil	res available to the contractor.					

Department of Public Works: KZN Effective Date: 16 JANUARY 2023 Version:8

1.1					
[1.1]	Contractor / Tenderer:  Postal address:				
			Code:		
	Tel:				
	Fax:				
	Tax / VAT Registration No:				
[1.2]	Physical address:				:
	· · · · · · · · · · · · · · · · · · ·				
2.0	SECURITIES				
2,1	The security provision selected is:				
2.1.1	Variable Construction Guarantee:		NO	[Yes/No]	
[2.2] 2.1.2	Variable Constitution Statistics.	-			
[2.3, 13.9]	Retention:		YES	[Yes/No]	
2.1.3 [2.7]	Advanced Payment is required. Where "Yes":			NO	[Amount]
	Note: Advance Payment Guarantee equal in value to above amount [2.1.3] is re	quired from cor	ntractor.		
3.0	PAYMENT AND ADJUSTMENT OF PRELIMINARIES				
3.1	Payment of Preliminaries				
[14.3]	The payment of preliminaries related to minor works shall be according to Option	A only:			
3.1.1	Option A				
	Assessed by the principal agent as an amount prorated to the value	of the work dul	y executed in	the same ratio as th	ne
	preliminaries bears to the contract sum excluding:				
	<ul> <li>The amount for preliminaries</li> <li>Any contingencies</li> </ul>				
	All inclusive of tax				
3.1.2	Option B (Not Applicable)				
3.2	Adjustment of Preliminaries				
	The amount or items of preliminaries shall be adjusted to take account of the the Such an adjustment shall be based on the particulars provided by the contractor of preliminaries.	r for this purpos	e in terms of	Option A and shall p	reclude any further adjustment
	Adjustment of preliminaries in terms of Option A shall apply notwithstanding the a The adjustment of preliminaries shall be based on the option as selected in the c	ontractor's que	ote.	es by the contracto	or in the execution of the works.
	For the adjustment of the preliminaries both the contract sum and the contract va	alue shall exclud	le:		
	The amount of preliminaries Any contingency sum All inclusive of tax				
0.04	Option A				
3.2.1	The amount of preliminaries shall be adjusted in the following categor	ries:			
	An amount which shall not be varied     An amount which shall be varied in proportion to the shall be varied in proportion to the shall be varied in proportion.	the contract va	ilue as comp	ared with the contra	ct sum
	An amount which shall be varied in proportion to revisions to the construction period for which the agreement	the construction	on period as	compared to the initi	ial construction period excluding
	The contractor shall, within fifteen (15) working days of taking possession of the categories, of the amount for preliminaries in tabulated form, all to the satisfactio within the period stipulated then the amount for the preliminaries shall be deemed	n of the princip	al agent. Sh	ould the contractor	divided onto the above fail to provide such information
	<ul> <li>10% (ten per cent) which amount shall not be var</li> <li>15% (fifteen per cent) which amount shall be vari</li> </ul>	ried ied in proportion	to the contr	act value as compa	red with the
	contract sum				
	compared with the initial construction period				
	For a lump sum document, should the contractor fail to identify the amount for pr per cent) of the contract sum excluding any contingency sum inclusive of tax.	eliminaries, the	n such an am	ount shall be deeme	ed to be 7.5% (seven and a half
3.3	Payment certificate cash flow				
	The contractor shall provide all reasonable assistance to the <b>principal agent</b> in twhere required by the <b>employer</b> . The projections shall be based on the <b>progran</b> cooperation of the <b>contractor</b> in terms of this item shall not prejudice his right to	nme and shall t	oe updated as	and when the prog	for payment certificates ramme requires updating. The

3.4 [6.1.4]	Meetings at which contract minutes are recorded shall be held:		MONTHLY		[State Period]	
3.5 [13.3]	Valuations date for payments shall be on:			VARIED Of the month		
4.0	EMPLOYER CHANGES TO JBCC STANDARD I	OCUMENTS				
4.1 [1.6]	Changes (if any) in terms of the Employer's Contra  Where "Yes" an addendum referenced to this clau  See paragraph 5.3 above for clauses t  2.  3.  4.	ise is to be attached sho	this contract.	YES ed be insufficie	[Yes/No] ent.	
	THE QUOTE					
5.0 5.1 [1.1]	The accepted contract sum inclusive of Value A	dded Tax is:	R			
						X
6.0	SIGNATURES OF THE CONTRACTING PARTIE We the Employer and Contractor accept the ab	ove conditions and the o	ffer in terms of 5.0 a	nd herehy ente	er into a contract for	the execution and completion of
[20.0]	the works. This agreement is the entire contract not contained in this agreement shall be binding this clause shall be effective unless reduced to write the done and signed at	between the parties reg on the parties. No agree iting and signed by the p	arding the matters a ment or addendum v arties.	ddressed here arying, adding	pin. No representation to, deleting or term	on, term, condition, or warranties ninating this agreement including
	as Witness (1)			as Witness (	(2)	
	Name:			Name:		
	Address:			Address:	,	
	<u></u>					
			<u> </u>		·	
	Thus done and signed at					200
	Name of signatory	Capacity of signatory			alf of the Contractor thorisation hereto	r who by signature hereof
	as Witness (1)			as Witness	(2)	
	Name:			Name:		
	Address:		_	Address:		
	12		_		,	
			_		-	
			_			

Version:8

1

# PART C2: PRICING DATA

**Project** title:

DEPARTMENT OF TRANSPORT: ESHOWE COST CENTRE OFFICE: REPLACEMENT OF FAULTY THREE PHASE DISTRIBUTION BOARD, LIGHTS, PLUGS, SWITCHES AND NEW

CABLE INSTALLATION.

Quotation no:

**ZNQ KCD25/2631** 

**Project Code:** 

*064536

# **C2.1 Pricing Instructions**

The Bidder's prices must be provided in accordance with the scope of work i.e. the prices, rates and quantities to be included in the Pricing Schedule for the work described under several items. An item against which no price is entered will be considered to be covered by prices in the Pricing Schedule. Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable")

The method of measurement herein will be the only method of measurement recognized in connection with this contract.

All equipment or materials used in this contract is to be that which is specified or other approved (other approved means where approval is given by the Head: Works prior to the close of the quotation).

The Pricing Schedule is to indicate VALUE ADDED TAX payable by the Employer separately in addition to the total Quoted prices. The Quotation Offer must indicate prices Inclusive of VALUE ADDED TAX.

The Bidders obligation in pricing the Quotation offer and the Employer's undertakings in checking and corrections of arithmetical errors are indicated in the Annexure A - Standard Conditions of Quotation.

The Conditions of Contract referred to in this document must be understood and read by the Contractor and will be taken to apply at all times to the work which this Contract refers. The contractor must allow whatever price or costs he may consider necessary to provide for the carrying out and due observance of the aforesaid Conditions of Contract.

[]		BILL NO 1 - Bill Of Quantities			
	DOT:ESHOWE COST CENTRE  Description	Unit	Quantity	REV NO - Unit Price	Total Price (R)
m	PREAMBLES				
	a)The servise provider shall				
	unconditionally guantee all				
	new,replacement or additional				
	equipment and installations for a				
	minimum period of twelve (12)				
	b)Should any part of the complete				
	works performed unsatisfactorily so		Į.		
	as to become detrimental to it		1		
	functional use the servise provider				
	shall replace any such any such part or the complete works with				
	part of title complete works with		.74		
	REMOVAL OF EXISTING				
	CONCRETE WORK				
	Breaking up and removing				
	unreinforced concrete including cutting				
	off and removing reinforcement and		l.		
	set aside for fill area and stopping off		T.		
	service				
1,1	Slabs and Beam	m	3		
.2	Supply and installation of conduit pipe	m	100		
,2	20mm dia				
2	FAULTY ELECTRICITY				
2,1	Fixed type surface 16A, Photocel day	Each	6		
	and night switch unity				
2	DISTRIBUTION BOARD AND KIOKS				
3	Indoor or Out door water proof				
	distribution boards with				
	hinges door including Equivalent to				
	switchboard				
3,1	3x16(48) white or/ orange steel din	Each	2		
,	DB surf 3x16(48)-way with door	Laun			
4	CIRTCUIT-BREAKER				
	Replace or supply and install(rate per				
	unit) Type CBI or M & G				
1,1	• ·	Each	3		
	Single pole 2,5kA SOCKECTS OUTLETS	Lacii			
5	SOCKECTS OUTLETS				
	- I I I I I I I I I I I I I I I I I I I				
	Replace or supply and install complete				
	with box 3-pin 16A metal ivory switch and socket combination (rate per unit)				
	of Legrand, Crabtree or Clipsal type.				
5,1	Surface mounted dedicated outlets:				
-, •	special ranges complete with all				
	brackets, cradles , cover plates etc.				
5,2	Double outlets 100 x 100	Each	22		
5,3	Industrail plugs 75x75	Each	22		
	addudii piego i oni o				
6	LIGHT FITTINGS				
	Round bulkhead fitting with white				
	reflector and clear aquere acrylic diffusers				
	including claylight, tridonic or phillips,				
	electronic ballast andlamps (SABS 1464,				
6,2	1277 etc.) outdoor fittings to be IP65				
6,3	Beka Beam 400mv/LED 200W	Each	6		
	400M/LED200W/T150 Solar Street light	Each	18		
	with remote	Eauli	10		
6,4					
	Fluorescent fittings with electronic type				
	Clalight or Tridonic or Phillips ballast				
	complete with lamps. SABS 1464; 1277				

6,5	ILM/PRO/SFC/RCE/2x36W led	Each	30		
7	CABLE				
7,1	Supply and installation of underground cable pvc swa pvc with ecc (per metre installation (Cu conductor) including trenching 16mm 2core+earth	m	170		
7,2	2 core 12mm2 + Earth	m	170		
7,3	Supply and installation of 60A CBI ONE POLE Breaker	Each	1		
8 8,1	TRENCH Units price per metre cable trench 300mm wide and 700mm deep (Including backfilling and compaction)	m	95		
9 9,1	LAMPS Replace or supply and install (rate per unit)				
9,2	Tubes Flourescent cool white 1.5mm 1524mmx 58 and 65w white ss lamps per order installed over 5 lamps ss	Each	150		
10 10,1	UNEINFORCE 20MPA CONCRETE IN SURFACE BANDS 20Mpa cast-in-situ concrete with class c including all necessary false works ect.	m3	2		
11 11,1	TESTING Testing of Installation and Issue of Compliance certificate in accordance with OHS Act.	!tem	1		
our, T					



	PART C	3.1: SCOPE OF WORL	KS
Project title:	DEPARTMENT OF TRAN OF FAULTY THREE PHA NEW CABLE INSTALLAT	SE DISTRIBUTION BOAF	CENTRE OFFICE:REPLACEMENT
Quotation no:	ZNQ KCD25/2631	Project Code:	*064536

### C3.1 - SCOPE OF WORKS

#### 1. DESCRIPTION OF THE WORKS

DEPARTMENT OF TRANSPORT: ESHOWE COST CENTRE OFFICE:REPLACEMENT OF FAULTY THREE PHASE DISTRIBUTION BOARD,LIGHTS,PLUGS,SWITCHES AND NEW CABLE INSTALLATION.

#### 2. EXTENT OF THE WORKS

DEPARTMENT OF TRANSPORT: ESHOWE COST CENTRE OFFICE:REPLACEMENT OF FAULTY THREE PHASE DISTRIBUTION BOARD, LIGHTS, PLUGS, SWITCHES AND NEW CABLE INSTALLATION.

#### 3. LOCATION OF THE WORKS

DEPARTMENT OF TRANSPORT ESHOWE: - UMLALAZI LOCAL MUNICIPALITY :CO- ORDINATES - 28,45'S31,54E/28,750D31,900E

### 4. CERTIFICATION BY RECOGNIZED BODIES

The contractor to ensure certifications are issued by registered bodies.

#### 5. SERVICES TO BE PROVIDED

Contarctor shall provide his temporary services for the duration of the contract and upon completion he must clean up and make good when the service or facility is no longer required, leave the Employers facilities in the condition they were before the contractor first made use of them, fair wear and tear accepted, and continuously clear and dispose of waste and surplus material to maintain the site in a tidy state.

#### 6. UNAUTHORISED PERSONS

Employees to have clearly marked uniforms and registers of all persons entering site shall be updated timeously.

Department of Public Works: KZN Effective Date: 16 JANUARY 2023 Version:8

#### 7. ELECTRONIC PAYMENTS

Once a contract is awarded the contractor must complete a WIMS Registration form and a financial detail certificate available from the Department. This form must be submitted together with a cancelled cheque or a certified bank statement and a certified copy of the ID of the person who signed the financial detail certificate.

#### 8. DAILY RECORDS

Site instruction book, rain records for potential extention of time and site diary for daily activities must kept on site and be up to date

#### 9. PAYMENT CERTIFICATES

All relevant supporting documentation must be attached to payment certificates; eg. measurement sheets, site minutes, etc.

#### 10. PERMITS

Every personnel entering the site must wear full personal protective equipment (PPE) and under no circumstances shall a sick person with contagious deases will be permitted to enter site and no use of drugs shall be permitted.

### 11. PROOF OF COMPLIANCE WITH THE LAW

Any law of the Republic of South Africa to be complied with.

# **C3.2 SPECIFICATION FOR HIV/AIDS AWARENESS**

#### 1 Scope

This generic specification contains requirements applicable to the reduction of the risk of transfer of the HIV virus between and among construction workers and the local community through the following four strategies:

- a) raising awareness about HIV/AIDS;
- b) providing construction workers with access to condoms;
- c) HIV counseling, testing and referral services; and
- d) Sexually Transmitted Infection diagnosis and treatment.

#### 2 Normative references:

The following standard contains provisions that, through reference in this text, constitute provisions of this standard:

SANS 4074 ISO 4074, Condom Rubbers

#### 3 Definitions and Abbreviations

#### 3,1 Definitions

Construction Worker: all persons in the employ of the contractor or in the employ of any of the subcontractors contracted by the contractor.

**Local Community:** the communities local to the site which are most likely to have contact with the construction worker and, in particular, sex workers in those communities.

**Service provider:** the natural or juristic person recognised by the South African Department of Health as specialist in conducting Aids Awareness Programmes.

#### 3,2 Abbreviations

STI: Sexually transmitted infection

HIV: Human Immunodeficiency Virus

AIDS: Acquired Immune Deficiency Syndrome

#### 4 Objectives

The objectives are to:

- a) reduce the risk of transfer of the HIV virus between and among construction workers and the local community;
- raise awareness amongst construction workers and the local community of the risk of infection with the HIV virus;
- c) promote early diagnosis; and
- d) assist affected individuals to access care and counseling.

Version:8

#### 5 Requirements

#### 5,1 General requirement

The contractor shall, in order to satisfy the objectives stated in 4:

- make condoms complying with the requirements of SABS ISO 4074 available to all construction workers at readily accessible points on the site, suitably protected from the elements, for the duration of the contract;
- b) either place and maintain HIV/AIDS awareness posters of size of not less than A1 in areas which are highly trafficked by construction workers, or provide construction workers with a pamphlet, in languages largely understood by construction workers, which
- c) encourage voluntary HIV/STI testing;
- d) provide information concerning counseling, support and care of those that are infected services; and
- e) comply with the requirements of 5.2.

The provisions of 5.1 c) and d) do not apply to this contract.

#### 5,2 HIV awareness programme

- 5.2.1 The contractor shall:
  - engage a qualified service provider as described in the scope of works to conduct an HIV Awareness Programme which is structured to achieve the outcomes stated in 5.2.3 for contract workers as soon as a construction workers camp is established and populated or, where no such camp is established, within two weeks of the commencement of a significant portion of the works and at subsequent intervals, if any, provided for in the scope of works; and
  - b) arrange for, provide a suitable venue, and instruct all construction workers to attend the HIV Awareness Programme and notify the Employer's Representative of the date, time and venue whenever a session with construction workers is conducted.

Note: The National Department of Public Works maintains a list of qualified service providers.

- The contractor shall do nothing to dissuade construction workers from attending such an HIV Awareness Programme and shall take all reasonable steps to ensure that a minimum of 90% of construction workers engaged in the works attend such a programme, when it is conducted.
- 5.2.3 The outcomes of the HIV Awareness Programme shall as a minimum, result in contract workers exposed to such a programme being able to:
  - communicate the existence of problems of HIV and be able to outline the consequences of transmission of HIV to or from the local community;
  - b) recall and communicate the mode of HIV transmission and preventative measures including the proper use of the condom.

The HIV/ Aids awareness programme described in 5.2 is to be repeated at four month intervals throughout the duration of the contract. (Four times in total, including the initial one at the start of the contract)

#### 5,3 Reporting

- 5.3.1 The contractor shall prepare and attach to his claims for payment a brief report which outlines how the actions taken by the contractor in the period for which payment is claimed satisfy the requirements and a schedule which lists the names, identity numbers, trade / occupation and name of employer of all construction workers exposed to the programme (see HIV/STI Compliance Report).
- 5.3.2 The employer's representative shall certify the report and schedule described in 5.3.1 whenever a claim for payment is issued to the employer.

Note: In the event that the contractor fails to satisfy the requirements of this specification, the Employer (Head: Works) may apply any of the sanctions provided for in the contract. Sanctions may include the application of a financial penalty of .04% of the Contract Sum.

The HIV /Aids awareness programme described in 5.2 shall in addition be conducted for the benefit of the local community on two occasions in the community centre nearest to the building site. The contractor shall be responsible for inviting identifiable community-based institutions and organisations, churches, and schools to participate in the programme.

Department of Public Works: KZN Effective Date: 16 JANUARY 2023

Version:8

# C3.3 HIV/STI COMPLIANCE REPORT

Pro-forma reporting format in terms of the SPECIFICATION FOR HIV/AIDS AWARENESS

Pro	ject Code:	*064536	_
Payment Claim number:		Period covered by payment claim:	
1.	Distribution of condom	ns (briefly describe where and how condoms are distributed).	
2.	Posters / pamphlets (I	briefly describe where posters were placed / how pamphlets were distributed).	-
3.	Voluntary testing (bri	efly describe the actions taken / information provided to promote testing).	
		NOT APPLICABLE	
4.	Counseling, support a	and care (summarise information provided).	
		NOT APPLICABLE	
5.	HIV awareness progr	amme (briefly describe action).	
			_

Department of Public Works: KZN Effective Date: 16 JANUARY 2023 Version:8

6. Schedule of construc	. Schedule of construction workers exposed to the HIV awareness programme.		
Name	<u>Identity</u> number	Trade / occupation	Name of <u>employer</u>
-			

I hereby declare the above to be a true reflection of actions taken to ensure compliance with the specification.

For Contractor:	Employer's representative:	
Name:	Name:	
Signature:	Signature:	
Date:	Date:	

Version:8

C3.4 SCOPE C		CT OF WORK RELATING KS PROGRAMME (EPW	G TO THE EXTENDEND (P)
DEPARTMENT OF TRANSPORT: ESHOWE COST CENT OFFICE:REPLACEMENT OF FAULTY THREE PHASE DISTRIBUTION BOARD, LIGHTS, PLUGS, SWITCHES AN CABLE INSTALLATION.		REE PHASE	
Project Code:	*064536	EPWP NO:	N/A

#### Introductory notes:

- 1. The works, or parts of the works will be constructed using labour-intensive methods only in terms of this specification. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.
- 2. Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

#### **DESCRIPTION OF THE WORKS**

#### **Employer's objectives**

The employer's objectives are to deliver public infrastructure using labour-intensive methods in accordance with EPWP Guidelines.

#### Labour-intensive works

Labour-intensive works comprise the activities described in the Labour-Intensive Specification. Labour-intensive works shall be constructed/maintained using local workers who are temporarily employed in terms of the scope of work.

### LABOUR-INTENSIVE COMPETENCIES OF SUPERVISORY AND MANAGEMENT STAFF

Contractors shall only engage supervisory and management staff in labour-intensive works that have completed the skills programme including Foremen/ Supervisors at NQF level 4 "National Certificate: Supervision of Civil Engineering Construction Processes" and Site Agent/ Manager at NQF level 5 "Manage Labour-Intensive Construction Processes" or equivalent QCTO qualifications (See Appendix C). at NQF outlined in Table 1. (See GUIDELINES FOR THE IMPLEMENTATION OF LABOUR-INTENSIVE INFRASTRUCTURE PROJECTS UNDER THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP) -THIRD EDITION 2015)

Emerging contractors shall have personally completed, or be registered on a skills programme for the NQF level 2 unit standard. All other site supervisory staff in the employ of emerging contractors must have completed, or be registered on a skills programme for the NQF level 2 unit standards or NQF level 4 unit standards. Table 1: Skills programme for supervisory and management staff.

Table 1: Skills programme for supervisory and management staff

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader / supervisor	2	Apply Labour-Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and
		Use Labour-Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage	
		Use Labour-Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	any one of these 3 unit standards
		Use Labour-Intensive Construction Methods to Construct, Repair and Maintain structures	

Personnel	NQF level	Unit standard titles	Skills programme description
Foreman/supervisor	4	Implement Labour-Intensive Construction Systems and Techniques	This unit standard must be completed, and
		Use Labour-Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage	
		Use Labour-Intensive Construction Methods to Construct and Maintain Water an Sanitation Services	any one of these 3 unit standards
		Use Labour-Intensive Construction Methods to Construct, Repair and Maintain structures	
Site Agent /Manager (i.e. the contractor's most senior representative that is resident on the site)	5	Manage Labour-Intensive Construction Processes	Skills Programme against this single unit standard
Details of these skills pr tel: 011-265 5900)	rogrammes m	ay be obtained from the CETA ETQA man	ager (e-mail :gerard@ceta.co.za ,

## EMPLOYMENT OF UNSKILLED AND SEMI-SKILLED WORKERS IN LABOUR-INTENSIVE WORKS

- 1.1 Requirements for the sourcing and engagement of labour.
- 1.1.1 Unskilled and semi-skilled labour required for the execution of all labour-intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.
- 1.1.2 The rate of pay set for the EPWP per task or per day will be an acceptable rate determined by the Department of Labour.
- 1.1.3 Tasks established by the contractor must be such that:
  - a) the average worker completes 5 tasks per week in 40 hours or less; and
  - b) the weakest worker completes 5 tasks per week in 55 hours or less.
- 1.1.4 The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 1.1.3.
- 1.1.5 The Contractor shall, through all available community structures, inform the local community of the labour-intensive
  - a) where the head of the household has less than a primary school education;
  - b) that have less than one full time person earning an income;
  - c) where subsistence-agriculture is the source of income;
  - d) that who are not in receipt of any social security pension income.
- 1.1.6 The Contractor shall endeavour to ensure that the expenditure on the employment of unskilled and semi-skilled workers is in the following proportions:
  - a) 55 % women;
  - b) 55% youth who are between the ages of 18 and 35; and
  - c) 2% on persons with disabilities.
- 1.2 Specific provisions pertaining to SANS 1914-5
  - 1.2.1 Definitions

Targeted labour: Unemployed persons who are employed as local labour on the project.

- 1.2.2 Contract participation goals
  - 1.2.2.1 There is no specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.
  - 1.2.2.2 The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.
- 1.2.3 Terms and conditions for the engagement of targeted labour

Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.

Department of Public Works: KZN Effective Date: 16 JANUARY 2023

Version:8

1.2.4 Terms and conditions for the engagement of targeted labour

Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.

#### 1.2.5 Variations to SANS 1914-5

1.2.5.1 The definition for net amount shall be amended as follows:

Financial value of the contract upon completion, exclusive of any value added tax or sales tax which the law requires the employer to pay the contractor.

1.2.5.2 The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.

#### 1.3 Training of targeted labour

- 1.3.1 The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.
- 1.3.2 The cost of the formal training of targeted labour, will be funded by the local office of the Department of Labour. This training will take place as close to the project site as practically possible. The contractor must access this training by informing the relevant regional office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The Employer and the Department of Public Works (Fax: 012 3258625/ EPWP Unit, Private Bag X65, Pretoria 0001) must be furnished with a copy of this request.
- 1.3.3 The contractor shall do nothing to dissuade targeted labour from participating in training programmes and shall take all reasonable steps to ensure that each beneficiary is provided with two days of formal training for every 22 days worked.
- 1.3.4 An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of the above.
- 1.3.5 Proof of compliance with the above requirements must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

#### GENERIC LABOUR-INTENSIVE SPECIFICATION

#### 1 Scope

This specification establishes general requirements for activities which are to be executed by hand involving the following:

- a) trenches having a depth of less than 1.5 metres
- b) storm water drainage
- c) low-volume roads and sidewalks

#### 2 Precedence

Where this specification is in conflict with any other standard or specification referred to in the Scope of Works to this Contract, the requirements of this specification shall prevail.

### 3 Hand excavateable material

Hand excavateable material is material:

#### a) Granular materials:

- i) whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dense, or dense; or
- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;

### b) Cohesive materials:

i) whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or

Version:8

ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

Note:

- 1) A boulder, a cobble and gravel is material with a particle size greater than 200mm, between 60 and 200mm.
- 2) A dynamic cone penetrometer is an instrument used to measure the in-situ shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400mm and drives a cone having a maximum diameter of 20mm (cone angle of. 60 degrees with respect to the horizontal) into the material being used.

	Table 2: Consistency of mat		
GRANULAR MATERIALS		COHESIVE MATER	
CONSISTENCY	DESCRIPTION	CONSISTENCY	DESCRIPTION
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40 mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in upto 10 mm very difficult to mould with
Dense	Very high resistance to penetration by the sharp end of a geological pick; requires many blows for excavation.	stiff	Can be indented by thumb-nail slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumb-nail' with difficulty; slight indentation produced by blow of a geological pick point.

### 4 Trench excavation

All hand excavateable material in trenches having a depth of less than 1,5 metres shall be excavated by hand.

## 5 Compaction of backfilling to trenches (areas not subject to traffic)

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100mm. Each layer shall be compacted using hand stampers

- a) to 90% Proctor density;
- b) such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10mm and contains no isolated boulders, or
- c) such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

#### 6 Excavation

All hand excavateable material including topsoil classified as hand excavateable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand.

The excavation of any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

Version:8

#### 7 Clearing and grubbing

Grass and small bushes shall be cleared by hand.

#### 8 Shaping

All shaping shall be undertaken by hand.

#### 9 Loading

All loading shall be done by hand, regardless of the method of haulage.

#### 10 Hau

Excavation material shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150 m.

#### 11 Offloading

All material, however transported, is to be off-loaded by hand, unless tipper-trucks are utilised for haulage.

#### 12 Spreading

All material shall be spread by hand.

#### 13 Compaction

Small areas may be compacted by hand provided that the specified compaction is achieved.

#### 14 Grassing

All grassing shall be undertaking by sprigging, sodding, or seeding by hand.

## 15 Stone pitching and rubble concrete masonry

All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must be collected, loaded, off loaded and placed by hand.

Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.

Grout shall be mixed and placed by hand.

#### 16 Manufactured Elements

Elements manufactured or designed by the Contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320kg. In addition, the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper handhold on them.

## **PART C4.1: SITE INFORMATION**

Project title:	DEPARTMENT OF TRAI OFFICE:REPLACEMEN' BOARD,LIGHTS,PLUGS	T OF FAULTY THREE P	
Quotation	ZNQ KCD25/2631	Project Code:	*064536

## C4.1 - Site Information

Bidders are advised to visit the site before pricing in order to satisfy themselves as to the nature and full extent of the work to be done and the conditions generally affecting the execution of the contract. Claims on the grounds of lack of knowledge in such respects or otherwise will not be entertained.

#### **GENERAL**

- (a) This project is for the replacement of faulty electrical work.
- (b) DEPARTMENT OF TRANSPORT :CO- ORDINATES -28.45S31,54E/750S31,900E

## C4.2 - Geotechnical Investigation Report

**NOT APPLICABLE** 

DRAWING NO

Department of Public Works: KZN Effective Date: 16 JANUARY 2023

Version:8

# **PART C5.1: DRAWINGS/ANNEXURES**

DEPARTMENT OF TRANSPORT: ESHOWE COST CENTRE OFFICE:REPLACEMENT OF FAULTY THREE PHASE DISTRIBUTION BOARD,LIGHTS,PLUGS,SWITCHES AND NEW CABLE INSTALLATION.

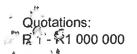
Quotation no.:	ZNQ	KCD25/2631	Project Code:	*064536	

## **C5.1 List of Drawings and Relevant Annexures**

(Where drawings/annexures are issued, document compilers must insert the following paragraph and list the applicable drawings / annexures below.)

The following drawings / annexures shall be issued during the Quotation period to form part of the Quotation documentation. Where applicable, drawings / annexures could be re-issued to the Contractor at commencement of the construction phase.

**DESCRIPTION** 



Version:8

## **ANNEXURES**

Concept Drawings (M30301-3W)
Model Preambles of Trades - 2008 (Available upon request)
General electrical Specification - February 2003 (Available upon request)
Lightning Protection Installation - February 2003 (Not Applicable)
KZN DOH Standard Preambles of all trades - Revision 3, 2009 (Not Applicable)
Policy Document for the Design of Electrical Installations - Revision 7, 2013 (Not Applicable)
Joint Venture Agreement (Not Applicable)
Additional Specification - EPWP Beneficiary (Not Applicable)
EPWP Employment Contract (Not Applicable)
EPWP Data Collection tool for Phase 3 system (Not Applicable)
Geotechnical Investigation Report (Fot Applicable)

