

Bid No:JHB 21/14

CLOSING DATE:

2021 SEPTEMBER 21 @ 11:00

ADVERT DATE

2021 AUGUST 30

**Service: DEPARTMENT OF PUBLIC WORKS AND
INFRASTRUCTURE: ELECTRICAL REPAIRS,
INSTALLATION AND MAINTENANCE OF LOW VOLTAGE
SYSTEM WITHIN THE JURISDICTION OF
JOHANNESBURG REGIONAL OFFICE FOR THE PERIOD
OF 24 MONTHS .**

DOCUMENT WILL BE SOLD AT A

NON-REFUNDABLE

DEPOSIT OF R500-00 CASH PER SET

Compulsory tender/site briefing: NO SITE BRIEFING

Bidder's Obligations:

1. *In terms of National Treasury Circular No.3 of 2015/2016 all Service Providers who intend to do business with Government are to register on (CSD) Central Supplier database, failure will result in disqualification.*
2. *All certificates are verified with issuing Institutions.*
3. *Submission of invalid certificates will result in instant disqualification.*
4. *Submission of fraudulent certificates will result in instant disqualification and reporting the supplier to National Treasury for imposition of restriction to do business with the State.*

REQUIRED CIDB GRADING: 6EB

**Enquiries: Mr Aarone Ntsonga (Project leader) – 011 713-6241
082 906 6400**

Or

**Mr. Daniel Magogodi – (011) 713-6157
Ms. Tshifhiwa Masindi – (011) 713-6203**

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	JHB 21/14	CLOSING DATE:	21/09/2021	CLOSING TIME:	11:00
DESCRIPTION	ELECTRICAL REPAIRS, INSTALLATION AND MAINTENANCE OF LOW VOLTAGE SYSTEM WITHIN THE JURISDICTION OF JOHANNESBURG REGIONAL OFFICE FOR THE PERIOD OF 24 MONTHS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (DPW04.1 GS or DPW04.2 GS).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Mineralia Building, 78 De korte street, Braamfontein, Johannesburg, 2017					
OR POSTED TO:					
Private Bab X3, Braamfontein, 2017					
Attention G12					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT ☐ Yes ☐ No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		☐ AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
		☐ A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
		☐ A REGISTERED AUDITOR NAME:			
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? ☐ Yes ☐ No [IF YES ANSWER PART B:3 BELOW]	
SIGNATURE OF BIDDER				DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED				TOTAL BID PRICE (ALL APPLICABLE TAXES)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:			
DEPARTMENT/ PUBLIC ENTITY				CONTACT PERSON	
CONTACT PERSON				TELEPHONE NUMBER	

TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

PART B TERMS AND CONDITIONS FOR BIDDING

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

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

Note Well:

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



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

PA-09 (EC): LIST OF RETURNABLE DOCUMENTS

Project title:	ELECTRICAL REPAIRS, INSTALLATION AND MAINTENANCE OF LOW VOLTAGE SYSTEM WITHIN THE JURISDICTION OF JOHANNESBURG REGIONAL OFFICE FOR THE PERIOD OF 24 MONTHS		
Tender / Quote no:	JHB: 21/14	Reference no:	
Receipt Number:	<i>insert receipt number</i>		

1. RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

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

Tender document name	Number of pages issued	Returnable document
Form of Offer and Acceptance (DPW-07 EC)	4 Pages	Yes
Declaration of Interest and Tenderer's Past Supply Chain Management Practices (PA-11)	4 Pages	Yes
Submission of (PA-29): Certificate of Independent Bid Determination	4 Pages	Yes
Resolution of Board of Directors (PA-15.1) <i>(if applicable)</i>	1 Page	Yes
Resolution of Board of Directors to enter into Consortia or JV's (PA-15.2) <i>(if applicable)</i>	2 Pages	Yes
Special Resolution of Consortia or JV's (PA-15.3) <i>(if applicable)</i>	3 Pages	Yes
Site Inspection Meeting Certificate (DPW-16 EC) <i>(if applicable)</i>	1 Page	Yes
Particulars of Tenderer's Projects (DPW-09 EC)		

2. ADDITIONAL RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

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

Tender document name	Number of pages issued	Returnable document
Any <u>additional</u> information required to complete a risk assessment <i>(if applicable)</i>	-	Yes

3. RETURNABLE DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

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

Tender document name	Number of pages issued	Returnable document
Record of Addenda to tender documents (DPW-21 EC) <i>(if applicable)</i>	1 Page	Yes
Schedule of proposed sub-contractors (DPW-15 EC) <i>(if applicable)</i>	1 Page	Yes
Particulars of Electrical Contractor (DPW-22 EC) <i>(if applicable)</i>	1 Page	Yes

Mechanical / Electrical / Security Work material and equipment schedules (if applicable)	N/A Pages	Yes
Schedule for Imported Materials and Equipment (DPW-23 EC) (if applicable)	1 Page	Yes

4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

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

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

Tender document name	Number of pages issued	Returnable document
Priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts)	31 Pages	☒ Yes ☐ No
Undertaking for EPWP	01 Pages	☒ Yes ☐ No
Undertaking for LDV's	01 Pages	☒ Yes ☐ No
Undertaking for Public Liability Insurance	01 Pages	☒ Yes ☐ No
Declaration for Security Vetting	01 Pages	☒ Yes ☐ No

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

Legal Status of Tendering Entity: If the Tendering Entity is:	Documentation to be submitted with the tender, or which may be required during the tender evaluation:
a. A close corporation, incorporated prior to 1 May 2011 under the Close Corporations Act, 1984 (Act 69 of 1984, as amended)	Copies of the Founding Statement – CK1
b. A profit company duly registered as a private company. [including a profit company that meets the criteria for a private company, whose Memorandum of Incorporation states that the company is a personal liability company in terms of Section 8(2)(c) of the Companies Act, 2008 (Act 71 of 2008, as amended)].	Copies of: i. Certificate of Incorporation – CM1; ii. Shareholding Certificates of all Shareholders of the company, plus a signed statement of the company's Auditor, certifying each Shareholder's ownership / shareholding percentage relative to the total; and/or iii. Memorandum of Incorporation in the case of a personal liability company.
c. A profit company duly registered as a private company in which any, or all, shares are held by one or more other close corporation(s) or company(ies) duly registered as profit or non-profit company(ies).	Copies of documents referred to in a. and/or b. above in respect of all such close corporation(s) and/or company(ies).
d. A profit company duly registered as a public company.	Copy of Certificate of Incorporation – CM1, and a signed statement of the company's Secretary or Auditor confirming that the company is a public company.



List of Returnable Documents: PA-09 (EC)

e. A non-profit company, incorporated in terms of Section 10 and Schedule 1 of the Companies Act, 2008 (Act 71 of 2008, as amended).	Copies of: i the Founding Statement – CK1; and ii the Memorandum of Incorporation setting out the object of the company, indicating the public benefit, cultural or social activity, or communal or group interest.
f. A natural person, sole proprietor or a Partnership	Copy(ies) of the Identity Document(s) of: i. such natural person/ sole proprietor, or each of the Partners to the Partnership.
g. A Trust	Deed of Trust duly indicating names of the Trustee(s) and Beneficiary (ies) as well as the purpose of the Trust and the mandate of the Trustees.

Signed by the Tenderer

Name of representative	Signature	Date

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

Project title:	ELECTRICAL REPAIRS, INSTALLATION AND MAINTENANCE OF LOW VOLTAGE SYSTEM WITHIN THE JURISDICTION OF JOHANNESBURG REGIONAL OFFICE FOR THE PERIOD OF 24 MONTHS		
Tender no:	JHB: 21/14	Reference no:	

OFFER

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

ELECTRICAL REPAIRS, INSTALLATION AND MAINTENANCE OF LOW VOLTAGE SYSTEM WITHIN THE JURISDICTION OF JOHANNESBURG REGIONAL OFFICE FOR THE PERIOD OF 24 MONTHS

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

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

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

Rand (in words):	
Rand in figures:	R

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

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

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

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

AND WHO IS (if applicable):

Trading under the name and style of:
--

AND WHO IS:

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

**Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"
For Internal & External Use

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

Tender no: JHB: 21/14

SIGNED FOR THE TENDERER:

Name of representative	Signature	Date

WITNESSED BY:

Name of witness	Signature	Date

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

The official documents ☐

The official alternative ☐

(N.)

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

SECURITY OFFERED:

(a) the Tenderer accepts that in respect of contracts up to R1 million, a payment reduction** of 5% of the contract value (excluding VAT) will be applicable and will be deducted by the Employer in terms of the applicable conditions of contract

(b) in respect of contracts above R1 million, the Tenderer offers to provide security as indicated below:

(1) cash deposit of 10 % of the Contract Sum (excluding VAT) **Yes** ☐ **No** ☐

(2) variable construction guarantee of 10 % of the Contract Sum (excluding VAT) **Yes** ☐ **No** ☐
select

(3) payment reduction of 10% of the value certified in the payment certificate (excluding VAT) **Yes** ☐ **No** ☐

(4) cash deposit of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) **Yes** ☐ **No** ☐

(5) fixed construction guarantee of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) **Yes** ☐ **No** ☐
select

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

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

Other Contact Details of the Tenderer are:

Telephone No. Cellular Phone No.

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

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

Fax No
Postal address
Banker Branch.....
Registration No of Tenderer at Department of Labour
CIDB Registration Number:

Tender no: JHB: 21/14

ACCEPTANCE

By signing this part of this form of offer and acceptance, the Employer identified below accepts the Tenderer's offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the conditions of contract identified in the
Part 3 Scope of work.
Part 4 Site information

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

Deviations from and contract data. Acceptance of the Tenderer's offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part 1 Agreement and contract data, (which includes this agreement)
Part 2 Pricing data

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

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

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

For the Employer:

Name of signatory	Signature	Date

Name of Organisation:	Department of Public Works
------------------------------	----------------------------

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

**Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"
For Internal & External Use

Address of Organisation:	
---------------------------------	--

WITNESSED BY:

Name of witness	Signature	Date

Tender no: JHB: 21/14

Schedule of Deviations

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

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

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

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

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

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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

Project title:	ELECTRICAL REPAIRS, INSTALLATION AND MAINTENANCE OF LOW VOLTAGE SYSTEM WITHIN THE JURISDICTION OF JOHANNESBURG REGIONAL OFFICE FOR THE PERIOD OF 24 MONTHS		
Reference no:			
Tender no:	JHB: 21/14		
Advertising date:	30/08/2021	Closing date:	21/09/2021
Closing time:	11H00	Validity period:	56days

It is estimated that tenderers should have a CIDB contractor grading designation of **6EB** or **6EB*** or higher.

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

It is estimated that potentially emerging enterprises should have a CIDB contractor grading designation of **select tender value rangeselect class of construction worksPE** or **select tender value rangeselect class of construction worksPE*** or higher.

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

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

☒	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
☒	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
☒	All parts of tender documents submitted must be fully completed and signed where required.
☒	Submission of (DPW-07 EC): Form of Offer and Acceptance.
☒	Submission of (PA-11): Declaration of Interest and Tenderer's Past Supply Chain Management Practices.
☒	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
☒	Submission of (PA-29): Certificate of Independent Bid Determination.
☒	The tenderer will be required to submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.
☐	Submission of (DPW-16 EC): Site Inspection Meeting Certificate as proof of attendance of compulsory site inspection meeting. Due to covid-19, No site inspection will be conducted, For further clarity bidders can call SCM or Project leader.
☒	Use of correction fluid is prohibited.
☒	Registration on National Treasury's Central Supplier Database (CSD).
☒	Compliance with Pre-qualification criteria for Preferential Procurement as indicated below.
☐	Submission of proof of registration on National Treasury's Central Supplier Database (CSD) for all sub-contractors for 30% compulsory sub-contracting (attach CSD print out).

Notice and Invitation to Tender: PA-04 (EC)

☒	Submission of PA 36 and Annexure C as proof of Compliance to Local Production and Content requirements.
☒	Submission of (DPW-09EC): Particulars of Tenderer's Projects.
☒	1. No copy of the copy 2. All certified copies should not be older than six (06) months. 3. Submit certified copies, a minimum of 1(one) Wireman's Licence and 3(three) of Electrical Artisan certificates. 4. Submit a proof of registration with the Electrical Contractor's Board (ECB) or Electrical Contractors Association (SA) or confirmation letter issued by the Department of Labour.
☒	5. Submission of a valid original or certified BBEE certificate accredited by SANAS or valid sworn affidavit attested by commissioner of Oath or the DTI 6. The Bidder must sign and submit Declaration for Security screening, Declaration for Public Liability insurance, Declaration for Transport, Declaration for EPWP requirements, Failure which will render the Bid non responsive. 7. Attach a copy of Centralised Supplier Database (CSD) or fill in the unique registration reference numbers on DPW-07

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

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

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

☒ 80/20 Preference points scoring system	☐ 90/10 Preference points scoring system	☐ Either 80/20 or 90/10 Preference points scoring system
---	--	--

In case where below/above R 50 000 000 is selected, the lowest acceptable tender will be used to determine the applicable preference point system. (To be used in instances where the estimate cannot be reasonably determined or when one is unsure as to what the market price may be).

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

Minimum functionality score to qualify for further evaluation:	50%
---	------------

Functionality criteria:	Weighting factor:
(A) Attach a valid certified copies or an original Electrical Artisan (Trade Test) certificates. 4 X Qualified Artisans - Electrical (Score 1) 5 X Qualified Artisans - Electrical (Score 2) 6 X Qualified Artisans - Electrical (Score 3) 7 X Qualified Artisans - Electrical (Score 4) 8 and more Qualified Artisans - Electrical (Score 5)	35
B) Attach a list of successfully completed comparable projects with their references (Maintenance, Repair, or Installation of Electrical Low Voltage System). The value of the project(s) must be R 3 000 000.00 or higher. 1 X Successfully completed comparable projects (Score 1) 2 X Successfully completed comparable projects (Score 2) 3 X Successfully completed comparable projects (Score 3) 4 X Successfully completed comparable projects (Score 4) 5 and more Successfully completed comparable projects (Score 5)	35
(C) Attach a valid certified copies or an original Wireman's Licence registered by the Department of Labour 1 X Electrical tester for Single phase tester (Score 1) 1 X Installation Electrician (Score 2) 2 X Installation Electrician (Score 3) 1 X Master Installation Electrician (Score 4) 2 X Master Installation Electrician (Score 5)	30
Total	100 Points

Collection of tender documents

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

☒ Alternatively; Bid documents may be collected during working hours at the following address **Mineralia Buiding, 78 De korte Street , Braamfontein, 2017**. A non-refundable bid deposit of R 500.00 is payable (cash only) on collection of the bid documents.

Site inspection meeting

A pre-tender site inspection meeting will **not be** held in respect of this tender.
Attendance of said pre- tender site inspection meeting is **not compulsory**

The particulars for said pre- tender site inspection meeting are:

Venue: N/A

Date: N/A

Starting time: N/A

quiries related to tender documents may be addressed to:

DPW Project Manager:	Aarone Ntsonga	Telephone no:	011 713 6241
Cell no:	082 906 6400	Fax no:	011 402 1266
E-mail:	Aarone.Ntsonga@dpw.gov.za		

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

Deposit / return of tender documents

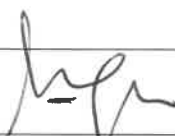
Telegraphic, telephonic, telex, facsimile, electronic and / or late tenders will not be accepted.

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

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

Tender documents may be posted to: The Director-General Department of Public Works and Infrastructure Private Bag X3 Braamfontein 2017 Attention: Procurement section: Room G12	OR	Deposited in the tender box at: Braamfontein 78 De korte street Braamfontein G12
--	-----------	---

Compiled by:

Aarone Ntsonga		27/08/2021
Name of Project Manager	Signature	Date

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

Project title:	ELECTRICAL REPAIRS, INSTALLATION AND MAINTENANCE OF LOW VOLTAGE SYSTEM WITHIN THE JURISDICTION OF JOHANNESBURG REGIONAL OFFICE FOR THE PERIOD OF 24 MONTHS		
Tender / quotation no:	JHB 21/14	Closing date:	21/09/2021
Advertising date:	30/08/2021	Validity period:	56 days

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

1.1. Current projects

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

1.2. Completed projects

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

Name of Tenderer	Signature
	Date



DPW-21 (EC): Record of addenda to tender documents

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

Project title:	ELECTRICAL REPAIRS, INSTALLATION AND MAINTENANCE OF LOW VOLTAGE SYSTEM WITHIN THE JURISDICTION OF JOHANNESBURG REGIONAL OFFICE FOR THE PERIOD OF 24 MONTHS		
Tender no:	JHB: 21/14	Reference no:	

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

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

Name of Tenderer	Signature	Date

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

--	--	--



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

DPW-21 (EC): Record of addenda to tender documents

Name of Tenderer	Signature	Date
------------------	-----------	------



DPW-22 (EC): PARTICULARS OF ELECTRICAL CONTRACTOR

Project title:	<i>ELECTRICAL REPAIRS, INSTALLATION AND MAINTENANCE OF LOW VOLTAGE SYSTEM WITHIN THE JURISDICTION OF JOHANNESBURG REGIONAL OFFICE FOR THE PERIOD OF 24 MONTHS</i>		
Tender no:	JHB: 21/14	Reference no:	

Name of Electrical Contractor:	
Address:	
Electrical Contractor registration number at the Electrical Contracting Board of S.A.:	

Name of Tenderer	Signature	Date

DPW-23 (EC): SCHEDULE FOR IMPORTED MATERIALS AND EQUIPMENT

Project title:	ELECTRICAL REPAIRS, INSTALLATION AND MAINTENANCE OF LOW VOLTAGE SYSTEM WITHIN THE JURISDICTION OF JOHANNESBURG REGIONAL OFFICE FOR THE PERIOD OF 24 MONTHS		
Tender no:	<i>JHB: 21/14</i>	Reference no:	

This schedule should be completed by the tenderer. *(Attach additional pages if more space is required)*

Item	Material / Equipment	Rand (R) (Excluding VAT)
1.		R
2.		R
3.		R
4.		R
5.		R
6.		R

The Contractor shall list imported items, materials and/or equipment which shall be excluded from the Contract Price Adjustment Provisions (if applicable) and shall be adjusted in terms of currency fluctuations only. Copies of the supplier's quotations for the items, materials or equipment (provided that such costs shall not be higher than the relevant contract rate as listed above) should be lodged with the Principal Agent / Engineer of the Department of Public Works within 60 (sixty) days from the date of acceptance of the tender. No adjustment of the local VAT amount, nor the contractor's profit, discount, mark-up, handling costs, etc. shall be allowed.

These net amounts will be adjusted as follows:

FORMULA:

The net amount to be added to or deducted from the contract sum:

$$A = V \left(\frac{Z}{Y} - 1 \right)$$

A = the amount (R) of adjustment

V = the net amount (supplier's quotation) (R) of the imported item

Y = exchange rate at the closing date of tender submission

Z = exchange rate on the date of payment.

Name of Tenderer	Signature	Date

PA-10: General Conditions of Contract (GCC)

PA-10: GENERAL CONDITIONS OF CONTRACT (GCC)

NOTES:

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

PA-10: General Conditions of Contract (GCC)

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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



PA-10: General Conditions of Contract (GCC)

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

PA-10: General Conditions of Contract (GCC)

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

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

PA-10: General Conditions of Contract (GCC)

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

PA-10: General Conditions of Contract (GCC)

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

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

14. Spare parts

- 14.1. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
 - (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

PA-10: General Conditions of Contract (GCC)

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

22. Penalties

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

23. Termination for default

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



PA-10: General Conditions of Contract (GCC)

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

PA-10: General Conditions of Contract (GCC)

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of Liability

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

PA-10: General Conditions of Contract (GCC)

29. Governing language

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

30. Applicable law

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

31. Notices

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

32. Taxes and duties

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

33. National Industrial Participation Programme (NIPP)

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

34. Prohibition of Restrictive Practices

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

Name of Bidder	Signature	Date

PA-11: DECLARATION OF INTEREST AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

Failure to complete this form in full and signed by the duly authorized person, as indicated on PA-15.1 or PA-15.3, shall render the tender non-responsive and will be removed from any and all further contention.

Project title:	ELECTRICAL REPAIRS, INSTALLATION AND MAINTENANCE OF LOW VOLTAGE SYSTEM WITHIN THE JURISDICTION OF JOHANNESBURG REGIONAL OFFICE FOR THE PERIOD OF 24 MONTHS		
Bid no:	JHB: 21/14	Reference no:	

The following particulars must be furnished. In the case of a joint venture, separate declarations in respect of each partner must be completed and submitted.

1. CIDB REGISTRATION NUMBER (if applicable)

--

2. Any legal person, including persons employed by the State¹; or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where:

- The bidder is employed by the state; and/or
- The legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name of bidder or his or her representative:

3.2 Identity number:.....

3.3 Position occupied in the Company (director, trustees, shareholder² ect

3.4 Company Registration Number:

3.5 Tax Reference number:.....

3.6 VAT Registration Number:

3.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹ "State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

² "Shareholder" means –

- (a) a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercise control over the enterprise

3.7 Are you or any person connected with the bidder presently employed by the state?

☐ YES ☐ NO

3.7.1 If so, furnish the following particulars:

Name of person / director /trustees/shareholder/ member:.....

Name of state institution at which you or the person is connected to the bidder is employed

Position occupied in the state institution:.....

Any other particulars:

.....
.....

3.8 Did you or your spouse, or any of the company's directors / trustees/shareholders / members or their spouses conduct business with the state in the previous twelve months?

☐ YES ☐ NO

3.8.1 If so, furnish particulars:.....
.....

3.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

☐ YES ☐ NO

3.9.1 If so, furnish particulars.

.....
.....

3.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other)

between the bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? ☐ YES ☐ NO

3.10.1 If so, furnish particulars.

.....

.....

3.11 Do you or any of the directors /trustees/shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract? ☐ YES ☐ NO

3.11.1 If so, furnish particulars:

.....

.....

4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

5. DECLARATION OF TENDERER / BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

5.1	Is the tenderer / bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).	☐ Yes	☐ No
-----	---	------------------------------	-----------------------------

5.2	If so, furnish particulars:		
5.3	Is the tenderer / bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	☐ Yes	☐ No
5.4	If so, furnish particulars:		
5.5	Was the tenderer / bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	☐ Yes	☐ No
5.6	If so, furnish particulars:		
5.7	Was any contract between the tenderer / bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	☐ Yes	☐ No
5.8	If so, furnish particulars:		

6. CERTIFICATION

I the undersigned (full name) _____ certify that the information furnished on this declaration form is true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

Name of Tenderer / bidder	Signature	Date	Position

This form has been aligned with SBD4 and SBD 8

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

(project description as per Bid / Tender Document)

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

2. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

Resolution of Board of Directors: PA-15.1

15			
16			
17			
18			
19			
20			

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

Note:

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

ENTERPRISE STAMP



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

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

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

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

(Project description as per Bid /Tender Document)

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

2. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

Physical address: _____

_____ (code)



Postal Address: _____

_____ (code)

Telephone number: _____

Fax number: _____

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

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

Note:

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

ENTERPRISE STAMP



PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

RESOLVED that:

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

(Project description as per Bid /Tender Document)

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



B. *Mr/Mrs/Ms: _____
in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

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

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

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

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

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

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

Physical address: _____

_____ (code)

Postal Address: _____

_____ (code)

Telephone number: _____

Fax number: _____



Special Resolution of Consortia or Joint Ventures: PA-15.3

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

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

Note:

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

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

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

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

1. GENERAL CONDITIONS

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

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

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

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

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

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

	POINTS
1.3.1.1 PRICE	80
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100
1.4. Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.	
1.5. An Exempted Micro Enterprise (EME) is only required to obtain a sworn affidavit or a certificate issued by Companies and intellectual property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.	
1.6. Qualifying Small Enterprise (QSE) is only required to obtain a sworn affidavit or a certificate issued by Companies and intellectual property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.	

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

Preference Points Claim for Bids: PA-16

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

2. DEFINITIONS

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

Preference Points Claim for Bids: PA-16

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

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

3. ADJUDICATION USING A POINT SYSTEM

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

4. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

Preference Points Claim for Bids: PA-16

Pmin = Comparative price of lowest acceptable bid

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

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

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

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

6. BID DECLARATION

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

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

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

Preference Points Claim for Bids: PA-16

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

8 SUB-CONTRACTING (relates to 5.5)

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

8.1.1 If yes, indicate:

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

(ii) the name of the sub-contractor?

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

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

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

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm

9.2 VAT registration number :

9.3 Company registration number :

9.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]



Preference Points Claim for Bids: PA-16

5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

9.6 COMPANY CLASSIFICATION

Manufacturer
Supplier
Professional service provider
Other service providers, e.g. transporter, etc.
[TICK APPLICABLE BOX]

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

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

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

WITNESSES:

1.

2.



SIGNATURE(S) OF BIDDER(S)

DATE:.....

ADDRESS:.....

PA- 29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

Project title:	ELECTRICAL REPAIRS, INSTALLATION AND MAINTENANCE OF LOW VOLTAGE SYSTEM WITHIN THE JURISDICTION OF JOHANNESBURG REGIONAL OFFICE FOR THE PERIOD OF 24 MONTHS		
Bid no:	JHB: 21/14	Reference no:	

INTRODUCTION

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

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

Certification of Independent Bid Determination: PA-29

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder.
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

Certification of Independent Bid Determination: PA-29

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

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



Certification of Independent Bid Determination: PA-29

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

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Name of Bidder	Signature	Date	Position

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

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

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

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

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

1. General Conditions

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

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

Where

x is the imported content in Rand

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

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

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

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

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

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

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Material—	100 %
Tools	100 %
Uniform	100 %

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

(Tick applicable box)

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

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

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

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

IN RESPECT OF BID NO.

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

.....
NB

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

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

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

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

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



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

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

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

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

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

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Local Content Declaration - Summary Schedule

Tender No. Tender description: Designated product(s) Tender Authority: Tendering Entity name: Tender Exchange Rate: Specified local content %			

GBP

EU

Pula

Note: VAT to be excluded from all calculations

[illegible]

Signature of tenderer from Annex B

Date:

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

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

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

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

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

¹ EME: Exempted Micro Enterprise
² QSE: Qualifying Small Business Enterprise

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

2. DECLARATION:

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

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

Signed by the Tenderer

Name of representative	Signature	Date



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

ANNEXURE A

UNDERTAKING FOR EPWP

Project title	ELECTRICAL REPAIRS, INSTALLATION AND MAINTENANCE OF LOW VOLTAGE SYSTEM WITHIN THE JURISDICTION OF JOHANNESBURG REGIONAL OFFICE FOR THE PERIOD OF 24 MONTHS
Tender number	JHB: 21/14
Advert date	30/08/2021
Closing date	21/09/2021@ 11h00

I _____ from the Company

Hereby undertaking:

- To comply with EPWP requirements in terms of job creation and reporting.

PROVIDE THE FOLLOWING INFORMATION:

- Certified copies of Identity documents for the beneficiaries.
- Attendance registers.
- Proof of payments for their salaries.

Failure to sign the undertaking will deem the bid non responsive.

Signed by : _____
Director of the Company

Company name : _____

DATE : _____



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

ANNEXURE B

DECLARATION FOR SECURITY SCREENING

Project title	ELECTRICAL REPAIRS, INSTALLATION AND MAINTENANCE OF LOW VOLTAGE SYSTEM WITHIN THE JURISDICTION OF JOHANNESBURG REGIONAL OFFICE FOR THE PERIOD OF 24 MONTHS
---------------	--

Tender no: **JHB: 21/14**
Date advertised: 30/08/2021
Closing date: **21/09/2021@11h00**

I/We _____ representing the
company _____.

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

Name of the person: _____

Signature of representative: _____

DATE: _____



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

ANNEXURE D

UNDERTAKING FOR LDV

Project title	ELECTRICAL REPAIRS, INSTALLATION AND MAINTENANCE OF LOW VOLTAGE SYSTEM WITHIN THE JURISDICTION OF JOHANNESBURG REGIONAL OFFICE FOR THE PERIOD OF 24 MONTHS
Tender number	JHB: 21/14
Advert date	30/08/2021
Closing date	21/09/2021@ 11h00

I _____ from the Company.

_____.

Hereby undertaking:

- To provide a minimum of four (04) Light Delivery Vehicles (LDVs) for the project.

Failure to sign the undertaking will deem the bid non-responsive.

Signed by : _____
Director of the Company

Company Name : _____

DATE : _____



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

ANNEXURE E

UNDERTAKING FOR PUBLIC LIABILITY INSURANCE

Project title	ELECTRICAL REPAIRS, INSTALLATION AND MAINTENANCE OF LOW VOLTAGE SYSTEM WITHIN THE JURISDICTION OF JOHANNESBURG REGIONAL OFFICE FOR THE PERIOD OF 24 MONTHS
Tender number	JHB: 21/14
Advert date	30/08/2021
Closing date	21/09/2021@ 11h00

I _____ from the Company

Hereby undertake to:

- Be responsible for all the legal claims that may arise while on duty during the execution of the duties on site in the event that any injury or damage may occur.
- I hereby exonerate the Department from any third party liability that may arise.
- In the event of any legal process against the Department arising within the scope of my responsibility the former will notify the bidder in writing herein.

Signed by : _____
Director of the Company

Signature : _____

Company name : _____

Date : _____

REPUBLIC OF SOUTH AFRICA
DEPARTMENT OF PUBLIC WORKS



BID

FOR THE

**ELECTRICAL REPAIRS, INSTALLATIONS AND MAINTENANCE OF LOW
VOLTAGE SYSTEMS WITHIN THE JURISDICTION OF THE JOHANNESBURG
REGIONAL OFFICE FOR THE PERIOD OF 24 MONTHS.**

AT

SOUTH GAUTENG PROVINCE:

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

DATE: _____

INDEX

PAGES

1.	<i>SPECIAL CONDITION OF CONTRACT</i>	3 -12
2.	<i>SCHEDULE 1-REPAIR / REPLACEMENT OF PARTS</i>	13 -23
3.	<i>SCHEDULE 2- TRANSPORT</i>	24
4.	<i>SCHEDULE 3- LABOUR RATES AND NON-SCHEDULE MATERIALS</i>	25
5.	<i>SCHEDULE 4-EXPANDED PUBLIC WORKS PROGRAMME (EPWP)</i>	26
6.	<i>SUMMARY PAGE</i>	27
7.	<i>JOB CARD</i>	28
8.	<i>DRAWING OF SERVICE LEVEL AGREEMENT</i>	29
9.	<i>MAP OF THE JOHANNESBURG REGIONAL OFFICE JURISDICTION</i>	30



TERM CONTRACT

FOR

ELECTRICAL REPAIRS, INSTALLATIONS AND MAINTENANCE OF LOW VOLTAGE WITHIN THE JURISDICTION OF THE JOHANNESBURG REGIONAL OFFICE FOR THE PERIOD OF 24 MONTHS.

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

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

RATES

- The rates in the price segment include a year 1 and year 2 this prices are applicable for the period of 24 months.
- The duration of this term contract 24 months its divided into 2 the first year 12 months and the second year another 12 months.
- This means that a term contract awarded on the 01/12/2021 the rates applicable to year one will be from the 01/12/2021 to 30/11/2022 and the year two rates will be applicable from 01/12/2022 to 30/11/2023.
- The term contract is valid for period of 24 months unless on the extreme it will be extended by RBAC.
- The term contract doesn't have a completion certificate.
- As this is day to day maintenance, unplanned and unpredictable the offer of acceptance is therefore an estimate and will vary, meaning that the collective payouts at the end of the 24 months term contract could exceed or be less than the offered amount.

NOTE: The contract can be extended with a fixed rates of the second year, but the extended period should not exceed 12 months.

SPECIAL CONDITIONS OF CONTRACT (SCC) FOR TERM CONTRACTS ONLY

1. VALUE-ADDED TAX

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

2. PRICES

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

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

2.3 There are no P&Gs, escalation or variation order this is applicable under Projects.

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

2.5 As this is day to day maintenance, unplanned and unpredictable the offer of acceptance is therefore an estimate and will vary, meaning that the collective payouts at the end of the 24 months term contract could exceed or be less than the offered amount.

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

3. THE BID

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

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

4. DOCUMENTS

Should there be any contradiction between these, the Special Conditions of Contract and the General Conditions of the Contract: PA10, the contradiction must be brought to the attention of the relevant official who will make a ruling, and such ruling will be final.

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

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

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

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

5. **PROVISIONAL QUANTITIES**

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

6. **RATES**

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

6.2 This is not a lump sum term contract (refer to item 2 prices 2.5.)

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

7. **TERM CONTRACT PERIOD, RENEWAL AND TARIFF ADJUSTMENT(DURATION)**

This BID shall be valid for a period of **TWENTY FOUR (24) months** from the commencement date. Unless terminated earlier in terms of any other clause of the Special Conditions of Contract (SCC) is breached.

8. **ACCESS TO PREMISES**

The Contractor undertakes to:

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

9. **ACCESS CARDS TO SECURITY AREAS**

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

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

10. **SECURITY CHECK ON PERSONNEL**

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

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

11 **DRESS CODE**

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

- Workers must have a COMPANY WORK SUIT with the company logo on it.
- Must have clear identification tags with name number and a photograph openly displayed with the company logo as background.
- The dress code must adhere to the OHSA (Occupational Health and Safety Act) in terms of protection for all workers for this particular service.

Failure to adhere to the above criteria will result in the workers not gaining entry to any site for this particular service

12 **TRAINED STAFF**

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

Note:

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

13. **REDUNDANT MATERIAL, RUBBISH AND WASTE**

All rubbish and waste shall be removed from the site by the Contractor.

14 **ASSOCIATED ELECTRICAL WORK (N/A)**

Note:

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

15.1 **SCOPE OF CONTRACT**

Electrical Repairs, Installations and Maintenance of Low Voltage Systems to various areas within the jurisdiction of Johannesburg Regional Office for the period of 24 months. Our main clients are Military Bases, Police Stations, Correctional Services, State Buildings, Court buildings, etc. as well as structures falling under the control of the Department or other departments hereafter referred to as "Client" Departments, for a period of 24 (twenty-four) months as specified.

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

Any deviations from this program shall be brought to the attention of the **Head of the Sub Directorate Technical.**

Maintenance by facsimile at least 7 days prior to the due servicing dates. **No services will be carried out**

without service call out report.

The Contractor shall supply, at his own cost, all consumable material such as grease, waste, hacksaw blades, welding rods and material for all other forms of welding, insulation tape, cleaning materials and chemicals etc. necessary for the proper execution of repairs, maintenance and servicing. **No claims for consumables shall be accepted.** Where repairs are required to specialize items of equipment the Contractor shall arrange for such work to be carried out by specialists approved by the Department. Should the Contractor wish to make use of sub-contractors, he shall apply to the Department for written approval before making use of their services. **No mark-up or handling fees on sub-contractor's invoices shall be accepted.**

16. PREVENTATIVE MAINTENANCE SERVICE SCHEDULES (ANNEXURE A) IF APPLICABLE

Servicing shall be carried out strictly as stated on the service schedules and the Contractor shall after each Service submit the service sheet, completed job card and quotation must be handed in to the Registry Section at DPW Johannesburg for the generation of an order.

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

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

17. OFFICIAL ORDER FOR REPAIRS

- a) An official order for repairs shall be issued to the Contractor.
- b) Instructions for repairs may only be issued to Contractors by Officials of this Department of Public Works (DPW/ JHB) who are the appointed persons responsible to issue the instructions. **For each repair the complaint number issued for that repair as well as details regarding the defects shall be given to the Contractor in writing.**

Any instruction given by the Client and attended to by the contractor will not be honored by the Department of Public Works (DPW-JHB) but by the Client Department.

- c) No payments shall be made for work executed without the necessary written authority, such as official order number and signed job cards.
- e) Payments can be delayed if order numbers and complaint numbers do not appear on invoices submitted for payment and incorrect calculations.

18. EXECUTION OF REPAIRS

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

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

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

For emergency services the response time shall be 2 (two) hours from the receipt of the call night or day. Only breakdowns which affect public health could cause an environmental disaster, or the operation and safety of sensitive equipment, shall be treated as emergency repairs.

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

19. JOB CARDS FOR REPAIRS

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

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

20. ACCOUNTS FOR SERVICING AND REPAIRS

Accounts for servicing shall be accompanied by a Service Schedule.

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

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

N.B

- **Services are not compulsory**
- **Services can be cancelled at the CWM discretion**
- **Services can only be executed on the receiving of a call center complaint from CWM**
- **Services completed without call center complaint will not be paid by DPW**
- **The Department will not pay services requested by our Clients to the Contractor and attended by the Contractor without DPW Official.**

Note:

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

The appointed bidder shall structure his quote and invoice to include the item numbers as per the Tender Document Annexure A and B

21.

PAYMENT TO CONTRACTORS

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

21.1

CONTRACTORS QUOTATIONS, ORDER NUMBERS AND INVOICES

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

CRITERIA APPLICABLE TO TAX INVOICES**A tax invoice must contain the following:**

- The words 'tax invoice' in a prominent place;
- the name, address and registration number of the supplier;
- the name and address of the recipient;
- an individual serialized number and the date upon which the tax invoice is issued
- a description of the goods or services supplied;
- the quantity or volume of the goods or services supplied;
- either-
 - (i) The value of the supply, the amount of tax charged and the consideration for the supply; or
 - (ii) Where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.
- close corporation of company registration number

PROFIT ON MATERIAL (NON SCHEDULE ITEMS)

Percentage mark-up is allowed on non-scheduled material, equipment and requirements only and not on labour, transport and sub-contractor's services. The percentage mark-up will be calculated on the price excluding VAT. Suppliers invoice may be requested by CWM.

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

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

The suppliers invoice must comply with the following criteria, which will be deemed acceptable to the Department of Public Works;

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

TRANSPORT COST

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

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

24. **COMPILING AN INVENTORY AND MARKING OF EQUIPMENT IF APPLICABLE**

An inventory of all equipment's e.g Generators, Transformers, Switchgears, X-ray machines, Walk through metal detectors and motors shall be compiled by the Contractor during his first service call. The inventory shall describe the equipment in detail and the description shall indicate the make, model, size, capacity, serial number of equipment, serial numbers of attachment to the equipment i.e. monitors keyboards, etc.

The inventory shall also clearly state the Town/City or complex and building where the equipment is installed. The inventory shall be compiled in MS Excel format as well as a hardcopy (4.5" disc) and an updated version shall be handed in every six months. Updated inventories must be supplied as and when components with serial number are replaced.

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

NOTE: THE PRICE FOR MARKING OF THE EQUIPMENT AND COMPILING OF THE INVENTORY SHALL BE INCLUDED IN THE PRICE FOR SERVICING

25. **CANCELLATION OF SERVICING TO INSTALLATIONS**

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

26. **APPROXIMATE AMOUNT**

The amounts listed in the bid document are approximate. The new totals will be determined by the inventory supplied after first service. These amounts will be automatically be used throughout the duration of this service unless equipment has become redundant and is no longer required or new equipment is added.

27. **CALL CENTER**

The Department has a call center in place which deals with all unplanned and terms contracts complaints. These complaints are subjected to close times which are linked to this contracts in respect of the times frames to react to the required service delivery. The successful bidder shall comply with these times frames and report close calls (service completed) on a weekly basis by the TUESDAY OF EACH WEEK BEFORE 14H:00.

28. **DRAWING UP OF SERVICE LEVEL AGREEMENT (SLA)**

The successful bidder will be subjected to the drawing up of service level agreement between the client Department, DPW and the bidder as follows:

INVITATION TO ATTEND AND PARTICIPATE:

IN THE DRAWING UP OF A SERVICE LEVEL AGREEMENT BETWEEN THE DEPARTMENT OF PUBLIC WORKS,OUR CLIENT DEPARTMENTS AND THE NEW SERVICE PROVIDER(CONTRACTORS).

THE PURPOSE:

TO SENSATISE THE SERVICE PROVIDERS ON THE PROCEDURES REQUIRED BY ALL OUR CLIENTS TO ENABLE THEM:

- To introduce the service provider to our clients.
- To enter the premises.
- Implementation of day registers for record purposes.
- To contact the relevant person on site.
- To execute the required service's
- To exit the premises with all the relevant documents.
- To ensure that the job cards are understood and filed in properly.
- To inter phase the pilot project for the call centre.
- To establish the protocol on site behavior, clear identification and adhere to OHSA.
- The dos and don'ts.
- How to deal with services not completed or not completed properly.
- The closing of calls/services rendered successfully.

THE OUTCOME

TO FORGE A HEALTHY RELATIONSHIP WITH EVERY STAKEHOLDER FROM THE BEGINNING WHICH WILL RESULT IN A WIN-WIN SITUATION FOR ALL THE CONCERNED PARTIES?
AND

TO ESTABLISH A BENCHMARK WHEREBY SERVICE DELIVERY CAN BE MEASURED.

AND

TO AVOID THE NON COMPLAINT BY EITHER PARTIES OR THIS COULD RESULT INTO NO SERVICE DELIVERY.

29. **IMPORTANT NOTICE IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993)**

In order to correctly evaluate and reconcile this tender document in terms of the Construction Regulations for submission purposes, you are advised to obtain a copy of the following documents.

“Health and Safety Specification”

“Occupational Health and Safety Act, 1993” (ACT 85/1993)

Both documents may be obtained as following:

1. Go to www.publicworks.gov.za
2. Click on documents.
3. Click on consultants documents.
4. Scroll down to item 14.

In particular and without prejudice to the Health and safety Specification documents, kindly refer to the following in the Construction Regulation (CR).

1. CR 4(1)

2. CR 4(1)(a)
3. CR 4(1)(h)
4. CR 4(2)
5. CR 5(1)
6. CR 5(4)
7. CR 5(7)
8. CR 6(6)

It is acceptable if the health and safety plan in terms of CR5(1) is made available to the client /agent after the contractors tender has been accepted and the project awarded to the specific contractor, but PRIOR to the handing over of the site.

No work on the project shall commence without the Health and Safety Plan having been approved by the client/agent

Kindly note that the Health and Safety Specification documents is meant to cover all contingencies for all possible projects, either initiated by the department of Public Works OR his duly appointed agent .In terms of the relevant project only that which is applicable to the project may be extracted from this document for the purpose of the Health and Safety Plan.

All of the above documentation must be available and be part of the Health and Safety File from the date of commencement of and for the duration of the project.

EXIT CLAUSE

NOTE: SHOULD THE APPOINTED CONTRACTOR NOT PERFORM OR DEFAULTS ON SERVICE DELIVERY WITHIN THE FIRST THREE MONTHS THE DEPARTMENT RESERVES THE RIGHT TO CANCEL THE CONTRACT AND RECOVER THE DIFFERENCE IN PRICE BETWEEN THE CONTRACTOR IN DEFAULT AND THE NEXT CONTRACTOR RECOMMENDED TO CONTINUE WITH THE CONTRACT,(WHERE APPLICABLE.)

END OF THE SPECIAL CONDITIONS OF CONTRACT

SCHEDULE 1- BILL OF QUANTITIES

NO	ANNEXURE A ELECTRICAL WORK	Unit of measurement	ITEM PRICE-YEAR 1	Estimate usage	AMOUNT A	ITEM PRICE-YEAR 2	Estimate usage	AMOUNT B	TOTAL AMOUNT A+B
	DESCRIPTION OF WORK AND PRICE SCHEDULE		R C		R C	R C		R C R	C
1	REWIRING OF CIRCUIT IN EXISTING CONDUIT PER METRE WITH								
(a)	2, 3, 4 or 5 x 1,5 mm ² PVC wires	m		120			120		
	NOTE: The rate for item 1(a) shall be for the rewiring of light circuits for a number of Conductors in any section of the conduit								
(b)	2 x 4 mm ² PVC and earth wire	m		120			120		
(c)	2 x 4 mm ² PVC and earth wire	m		120			120		
(d)	2 x 6 mm ² PVC and earth wire	m		120			120		
(e)	4 x 6 mm ² PVC and earth wire	m		120			120		
(f)	2 x 10 mm ² PVC and earth wire	m		120			120		
(g)	4 x 16 mm ² PVC and earth wire	m		120			120		
2	Replace conduit including accessories and fixing material								
(a)	20 mm dia galv conduit	m		100			100		
(b)	25 mm dia galv conduit	m		100			100		
(c)	20 mm dia PVC conduit	m		100			100		
(d)	25 mm dia PVC conduit	m		100			100		
(e)	20 mm Black enamelled steel conduit	m		100			100		
(f)	25 mm Black enamelled steel conduit	m		100			100		
	*Lineal Meter = m								
								SUBTOTAL	

NO	ANNEXURE A ELECTRICAL WORK	Unit of measureme nt	ITEM PRICE- YEAR 1 R C	Estimate usage	AMOUNT A R C	ITEM PRICE- YEAR 2 R C	Estimate usage	AMOUNT B R C	TOTAL AMOUNT A+B
	3 REPLACEMENT OF								
(a)	16 X 16mm steel	m		90			90		
(b)	20 X 20mm steel	m		90			90		
(c)	35 X 35mm steel	m		90			90		
(d)	50 X 50mm steel	m		90			90		
(e)	16 X 16mm PVC	m		90			90		
(f)	20 X 20mm PVC	m		90			90		
(g)	35 X 35mm PVC	m		90			90		
(h)	50 X 50mm PVC	m		90			90		
	4 REPLACE SURFIX CABLE AND REPLACE EXISTING ACCESSORIES INCLUDING FIXING MATERIAL								
(a)	1,5 mm ² x 3 core 2 + E cable	m		290			290		
(b)	2,5 mm ² x 3 core 2 + E cable	m		290			290		
(c)	2,5 mm ² x 4 core 3 + E cable	m		290			290		
(d)	4 mm ² x 3 core 2 + E cable	m		290			290		
(e)	4 mm ² x 4 core 3 + E cable	m		290			290		
(f)	6 mm ² x 2 core + E cable	m		290			290		
(g)	6 mm ² x 4 core + E cable	m		290			290		
(h)	No 0 surfix cable gland	Each		25			25		
(i)	No 1 surfix cable gland	Each		25			25		
	5 REPLACE PVC ARMoured CABLE (PVC/PVC/SWA) LOW TENSION 600V								
(a)	2 Core x 1,5 mm ² cable + 4 mm ² earthwire	m		200			200		
(b)	4 Core x 1,5 mm ² cable + 4 mm ² earthwire	m		200			200		
(c)	2 Core x 2,5 mm ² cable + 4 mm ² earthwire	m		200			200		
(d)	4 Core x 2,5 mm ² cable + 4 mm ² earthwire	m		200			200		
(e)	2 Core x 4 mm ² cable + 4 mm ² earthwire	m		200			200		
(f)	4 Core x 4 mm ² cable + 4 mm ² earthwire	m		200			200		
(g)	2 Core x 6 mm ² cable + 4 mm ² earthwire	m		200			200		
(h)	4 Core x 6 mm ² cable + 4 mm ² earthwire	m		200			200		
(i)	2 Core x 10 mm ² cable + 6 mm ² earthwire	m		200			200		
	*Lineal Meter = m								
	SUBTOTAL								

NO	ANNEXURE A ELECTRICAL WORK	Unit of measureme nt	ITEM PRICE- YEAR 1 R C	Estimate usage	AMOUNT A R C	ITEM PRICE- YEAR 2 R C	Estimate usage	AMOUNT B R C R C	TOTAL AMOUNT A+B
(j)	4 Core x 10 mm ² cabk.; + 6 mm ² earthwire	m		200			200		
(k)	2 Core x 16 mm ² cable + 10 mm ² earthwire	m		400			400		
(l)	4 Core x 16 mm ² cable + 10 mm ² earthwire	m		200			200		
(m)	4 Core x 25 mm ² cable + 16 mm ² earthwire	m		400			400		
(n)	4 Core x 35 mm ² cable + 16 mm ² earthwire	m		400			400		
(o)	4 Core x 50 mm ² cable + 25 mm ² earthwire	m		400			400		
(p)	4 Core x 70 mm ² cable + 35 mm ² earthwire	m		400			400		
(q)	4 Core x 95 mm ² cable + 35 mm ² earthwire	m		400			400		
(r)	4 Core x 95 mm ² cable + 35 mm ² earthwire	m		400			400		
(s)	4 Core x 120 mm ² cable + 35 mm ² earthwire	m		200			200		
(t)	4 Core x 150 mm ² cable + 35 mm ² earthwire	m		200			200		
(u)	4 Core x 185 mm ² cable + 35 mm ² earthwire	m		400			400		
6 REPLACE OVERHEAD CABLES(ABC BUNDLE CONDUCTOR CABLES)									
(a)	25mm X 2core	m		500			500		
(b)	50mm X 5core	m		500			500		
(c)	120mm X 5core	m		500			500		
7 JOINT PVC ARMoured CABLE INCLUDING SLEEVE, TAPE AND APPROVED EXPOSY JOINTING KIT FOR:									
(a)	Mx 1(1.5 -4mm ²)	Each		15			15		
(b)	Mx 2(4 - 16mm ²)	Each		15			15		
(c)	Mx 3(6 - 35mm ²)	Each		10			10		
(d)	MT 1(2.5 - 10mm ²)	Each		15			15		
(e)	MT 1(6 - 25mm ²)	Each		15			15		
(f)	MT 1(6 - 35mm ²)	Each		5			5		
(g)	MT 1(10 - 50mm ²)	Each		10			10		
(h)	MT 1(35 - 70mm ²)	Each		5			5		
(i)	MT 1(25 - 95mm ²)	Each		10			10		
(j)	MT 1(35 - 150mm ²)	Each		5			5		
(k)	MT 1(150 - 240mm ²)	Each		10			10		
(l)	IPC Connector(35mm - 120mm)	Each		100			100		
								SUBTOTAL	
*Lineal Meter = m									

NO	ANNEXURE A ELECTRICAL WORK	Unit of measureme nt	ITEM PRICE- YEAR 1 R C	Estimate usage	AMOUNT A R C	ITEM PRICE- YEAR 2 R C	Estimate usage	AMOUNT B R C	TOTAL AMOUNT A+B R C
8 Trenching for cable replacement shall be calculated as follows:									
	Length of trench in metres x 0.75 m (depth) x	m							
(a)	Trenching in earth	m		200			200		
(b)	Trenching in soft rock	m		200			200		
(c)	Trenching in hard rock	m		200			200		
9 REPLACE LIGHT FITTING COMPLETE WITH LAMP									
	Where it becomes necessary to replace the ballast or the fitting, the department must be consulted prior to replacement.								
	2 Tube 2,4m slim line fitting	Each		90				90	
(a)	(i) 1 Tube 1,5m switch start fitting (open	Each		90				90	
(b)	(ii) 2 Tube 1,5 switch start fitting (open	Each		310				310	
(c)	1 Tube 1,2m switch start fitting (open channel)	Each		190				190	
(d)	2 Tube 1,2 m switch start fitting (open channel)	Each		310				310	
(e)	2 Tube 1,2m switch start recess fitting with AR27 diffuser (1200 x 300 LAY IN)	Each		300				300	
(f)	3 Tube frame module 90 1,2m x 600mm recessed fluorescent luminaire complete with similar to 4 litre	Each							
(g)	2 Tube 1,5 tempor proof fitting	Each		300				300	
(h)	4 ft Dbl Deco (2 x 36w) L/F	Each		300				300	
(i)	5 ft Dbl Deco (2 x 36w) L/F	Each		300				300	
(j)	6w Led Panel Light Fittings	Each		300				300	
(k)	12w Led Panel Light Fittings	Each		300				300	
(l)	18w Led Panel Light Fittings	Each		300				300	
(m)	24w Led Panel Light Fittings	Each		300				300	
(n)	(600 x 600) Led Recess (40w) Panel L/F	Each		300				300	
(o)	(600 x 1200) Led Recess (60w) Panel L/F	Each		300				300	
(p)	(300 x 1200) Led Surface Panel (30w) L/F	Each		300				300	
*Lineal Meter = m								SUBTOTAL	

NO	ANNEXURE A ELECTRICAL WORK	Unit of measureme nt	ITEM PRICE- YEAR 1	Estimate usage	AMOUNT A	ITEM PRICE- YEAR 2	Estimate usage	AMOUNT B	TOTAL AMOUNT A+B
			R	C	R	C	R	C	R
	10 REPLACE FLOODING FITTING LAMPS INCL.								
(a)	1 x 250 Watt Son-T	Each		20			20		
(b)	1 x 400 Watt Son-T	Each		20			20		
(c)	1 x 400 HPL-N	Each		20			20		
(d)	500 Watt Halogen with glass	Each		20			20		
(e)	1500 Watt Halogen with glass	Each		50			50		
(f)	400W HPS Lamps	Each		90			90		
(g)	Beka Lux 2x PL26 W	Each		110			110		
(h)	Bulkhead Luminaire for cell lights equal or similar to Beka Ray 30 2D 16W	Each		50			50		
(i)	Replace with Post Top Luminaires similar to Beka Ray 125 Watt Range	Each		20			20		
(j)	125 Watt Mercury vapour street light fitting complete with cradle	Each		50			50		
(k)	70 Watts HPS Light Fitting complete with lamp	Each		50			50		
(l)	30W Led Flood L/FS	Each		50			50		
(m)	50W Led Flood L/FS	Each		50			50		
(n)	100W Led Flood L/FS	Each		50			50		
(o)	200W Led Flood L/FS	Each		50			50		
	*Lineal Meter = m								
								SUBTOTAL	

NO	ANNEXURE A ELECTRICAL WORK	Unit of measureme nt	ITEM PRICE- YEAR 1 R C	Estimate usage	AMOUNT A R C	ITEM PRICE- YEAR 2 R C	Estimate usage	AMOUNT B R C R	TOTAL AMOUNT A+B C
	11 REPLACEMENT OF LIGHT FITTINGS AND								
(a)	150 mm Bowl fitting with porcelain gallery, glass shade and porcelain lamp holder complete.	Each		10			10		
(b)	200 mm Bowl fitting with porcelain gallery, glass shade and porcelain lamp holder complete.	Each		10			10		
(c)	250 mm Bowl fitting with porcelain gallery, glass shade and porcelain lamp holder complete.	Each		10			10		
(d)	150 mm Bowl fitting porcelain gallery	Each		5			5		
(e)	200 mm Bowl fitting porcelain gallery	Each		5			5		
(f)	250 mm Bowl fitting porcelain gallery	Each		5			5		
(g)	150 mm Bowl fitting glass shade	Each		10			10		
(h)	200 mm Bowl fitting glass shade	Each		10			10		
(i)	250 mm Bowl fitting glass shade	Each		10			10		
(j)	2 Light brass pendant complete with open glass shades and brass lamp holders BC	Each		1			1		
(k)	3 Light brass pendant complete with open glass shades and brass lamp holders BC	Each		1			1		
(l)	2 Light brass pendant complete with open glass shades and brass lamp holders BC	Each		1			1		
(m)	Matching glass shade for chandelier/ wall bracket	Each		5			5		
(n)	100 Watt well glass fitting	Each		5			5		
(o)	ES Brass lamp holder all kinds	Each		5			5		
(p)	BC Brass lamp holder all kinds	Each		5			5		
(q)	60 Watt BC/ES (Energy saver) lamp	Each		100			100		
(r)	100 Watt BC/ES/RS(energy saver) lamp	Each		100			100		
	9m -15m light poles	Each		20			20		
(s)	25m - 30m light poles	Each		5			5		
	*Lineal Meter = m								
								SUBTOTAL	

NO	ANNEXURE A ELECTRICAL WORK	Unit of measure ment	ITEM PRICE- YEAR 1 R C	Estimate usage	AMOUNT A R C	ITEM PRICE- YEAR 2 R C	Estimate usage	AMOUNT B R C	TOTAL AMOUNT A+R R C
12	REPLACE FLUORESCENT FITTING TUBES HOLDERS, BALLATS, STARTERS, CHOKES ETC								
(a)	Switch start choke for 1 lamp 1,5 m fitting	Each		100			100		
(b)	Rapid start Ballast for 2 lamp 40 Watt 1,2 m fitting	Each		100			100		
(c)	Switch start choke for 1 lamp 1,2 m fitting	Each		100			100		
(d)	Slimline ballast for 1 or 2 lamps, 1,8 or 2,4m	Each		100			100		
(e)	Choke for PL-26 fitting	Each		100			100		
(f)	Choke for PL-26 fitting	Each		200			200		
(g)	Slimline type fluorescent lamp holder, plain	Each		50			50		
(h)	Telescopic type slimline lamp holder	Each		20			20		
(i)	BI-Pin type fluorescent lamp holder plain	Each		20			20		
(j)	BI-Pin telescopic type fluorescent holder	Each		20			20		
(k)	FSU Starters Types ST111	Each		200			200		
(l)	Lamp slimline fluorescent 2,4m type S96T12/33	Each		100			100		
(m)	Lamp fluorescent 1,5 m type TL66/33	Each		100			100		
(n)	Lamp fluorescent 1,2 m type TL40/33	Each		100			100		
(o)	Lamp fluorescent PL-7 type Phillips/Osram	Each		100			100		
(p)	Lamp fluorescent PL-9 type Phillips/Osram	Each		100			100		
(q)	Lamp fluorescent PL-13 type Phillips/Osram	Each		100			100		
(r)	Lamp fluorescent PL-18 type Phillips/Osram	Each		100			100		
(s)	Lamp fluorescent PL26W Phillips /Osram	Each		100			100		
(t)	Lamp PAR 38 all kinds	Each		100			100		
(u)	2 Ft 18w lamps F10 T 8	Each		100			100		
(v)	T5 14w lamps	Each		100			100		
(w)	T5 28w lamps	Each		100			100		
(x)	T5 35w lamps	Each		100			100		
(y)	T5 54w lamps	Each		100			100		
(z)	T5 80w lamps	Each		100			100		
(aa)	T5 105w E40 (cfl)	Each		100			100		
(bb)	T5 85w E40 (cfl)	Each		100			100		
(cc)	T5 45w E27 (cfl)	Each		100			100		
(dd)	2 Ft 9w Flo led lamps	Each		100			100		
(ee)	4 Ft 16w Flo led lamps	Each		100			100		
(ff)	5 Ft 20w Flo led lamps	Each		100			100		
(gg)	(E27) 30w led lamps	Each		100			100		
(hh)	220v gu10 led lamp	Each		100			100		
*Lineal Meter = m								SUBTOTAL	
								19	

NO	ANNEXURE A ELECTRICAL WORK	Unit of measureme nt	ITEM PRICE- YEAR 1 R C	Estimate usage	AMOUNT A R C	ITEM PRICE- YEAR 2 R C	Estimate usage	AMOUNT B R C	TOTAL AMOUNT A+B R C
13 REPLACE PARTS, LAMPS AND ACCESSORIES FOR LUMINAIRES									
(a)	35 W Sox ballast / choke	Each		150			150		
(b)	55 W Sox ballast / choke	Each		150			150		
(c)	70 W Sox ballast / choke	Each		150			150		
(d)	90 W Sox ballast / choke	Each		150			150		
(e)	35 W Sox ballast / choke	Each		150			150		
(f)	Choke for PL-18	Each		100			100		
(g)	Choke for PL-24	Each		100			100		
(h)	35 Watt Sox lamp L P S	Each		200			200		
(i)	70 Watt Sox lamp L P S	Each		200			200		
(j)	90 Watt Sox lamp L P S	Each		200			200		
(k)	160 Watt blended Mercury vapour lamp	Each		200			200		
(l)	125 Watt Ballast / choke Mercury vapour	Each		200			200		
(m)	125 Watt HPL-N Mercury vapour lamp	Each		200			200		
(n)	250 Watt HPL-N Mercury vapour lamp	Each		200			200		
(o)	400 Watt HPL-N Mercury vapour lamp	Each		200			200		
(p)	400 Watt Son choke (Lascon)	Each		200			200		
(q)	250 Watt Son choke (Lascon)	Each		200			200		
(r)	250/400 Watt Son ignitor	Each		200			200		
(s)	250 Watt ballast / choke Mercury vapour	Each		200			200		
(t)	250 Watt Son high pressure sodium lamp	Each		200			200		
(u)	400 Watt Son high pressure sodium lamp	Each		200			200		
(v)	250 Watt blended Mercury vapour lamp	Each		200			200		
(w)	Lamp fluorescent PL26 type Phillips/ Osram	Each		300			300		
(x)	Lamp fluorescent PL18W	Each		100			100		
(y)	Lamp fluorescent PL9W	Each		200			200		
(z)	Gear tray 67/AK-DMF (Bekalume)	Each		100			100		
*Lineal Meter = m									SUBTOTAL

NO	ANNEXURE A ELECTRICAL WORK	Unit of measureme nt	ITEM PRICE- YEAR 1	Estimate usage	AMOUNT A	ITEM PRICE- YEAR 2	Estimate usage	AMOUNT B	TOTAL AMOUNT A+B
			R	C	R	C	R	C	R
14 REPLACE MISCELLANEOUS ITEMS									
(a)	Single Phase 80 amp kw/hr meter	Each		10			10		
(b)	Three Phase 80 amp kw/hr meter	Each		10			10		
(c)	20mm Sprague per meter	Each		10			10		
(d)	20mm Sprague brass per metre	Each		10			10		
(e)	20mm Copex per metre	Each		50			50		
(f)	25mm Copex end	Each		50			50		
(g)	20mm Copex end	Each		20			20		
(h)	25mm Copex end	Each		20			20		
(i)	PWD approved wall mounted police lantern	Each		50			50		
(j)	PWD approved pole mounted police lantern	Each		50			50		
(k)	3 Metre fibre glass pole Beka Cat No K18 76-	Each		10			10		
(l)	Bracket for wall mounted police lantern			20			20		
(m)	BEKA Ray Post top luminaire complete with	Each		20			20		
(n)	10 Metre treated wooden overhead line pole	Each		10			10		
(o)	10 Metre treated steel overhead line pole	Each		10			10		
(p)	Day light switch N130595	Each		50			50		
(q)	Time switch type SAT	Each		25			25		
(r)	Time switch type SATR	Each		20			20		
(s)	Time switch spring reserve type	Each		20			20		
(t)	Photo cell electric	Each		30			30		
(u)	DPW Standard substation lock Viro XX303	Each		25			25		
(v)	DPW Standard substation lock Key to suit Viro	Each		10			10		
(w)	15-20 amp S/P contactor	Each		30			30		
(x)	15-20 Amp T/P contactor	Each		30			30		
(y)	60-80 amp T/P contactor	Each		30			30		
(z)	stay wire kit(for overhead line)	Each		10			10		
(aa)	40ka 2 pole class 2	Each		30			30		
(bb)	40ka 4 pole class 2	Each		30			30		
SUBTOTAL									

*Lineal Meter = m

NO	ANNEXURE A ELECTRICAL WORK	Unit of measureme nt	ITEM PRICE- YEAR 1 R C	Estimate usage	AMOUNT A R C	ITEM PRICE- YEAR 2 R C	Estimate usage	AMOUNT B R C	TOTAL AMOUNT A+B R C
16 ELECTRIC HOT WATER CYLINDERS									
(a)	Thermostat switch (VK 11)	Each		40			40		
(b)	Thermostat switch (industrial)	Each		30			30		
(c)	3 KW immersion type element	Each		40			40		
(d)	3 KW Procelain type element	Each		10			10		
(e)	3 x 3 KW element unit (industrial)	Each		20			20		
(f)	3 x 4 KW element unit (industrial)	Each		20			20		
(g)	Thermostat sleeve 178 mm	Each		20			20		
(h)	Thermostat sleeve 280 mm	Each		10			10		
(i)	Thermostat sleeve 457 mm	Each		20			20		
17 REPLACE INDUSTRIAL ISOLATORS									
(a)	60A	Each		10			10		
(b)	100A	Each		10			10		
18 TRIPLE POLE SURFACE / FLUSH MOUNTED									
(a)	60A	Each		20			20		
(b)	100A	Each		20			20		
19 REPALCE FLUSH TYPE SWITCHES AND SOCKET OUTLETS									
(a)	16a 3 Pin industrial switch / socket outlet	Each		50			50		
(b)	16A Watertight switch Type N2500	Each		20			20		
20 REPLACE FLUSH TYPE SWITCHES AND SOCKET OUTLETS									
(a)	16A switch complete, flush or industrial, 1 or 2 or 3 lever or 2 way or pull switch (with cord).	Each		20			20		
(b)	Watertight switch	Each		10			10		
(c)	16A 3 Pin switch plug complete flush or	Each		50			50		
(d)	16 AMP power skirting socket outlet	Each		20			20		
(e)	4 X 4 extension box	Each		20			20		
(f)	2 X 4 extension box	Each		20			20		
*Lineal Meter = m								SUBTOTAL	

NO	ANNEXURE A ELECTRICAL WORK	Unit of measureme nt	ITEM PRICE- YEAR 1 R C	Estimate usage	AMOUNT A R C	ITEM PRICE- YEAR 2 R C	Estimate usage	AMOUNT B R C R C	TOTAL AMOUNT A+B
(g)	16 AMP 3 Pin dedicated socket outlet plus	Each		20			20		
(h)	16 AMP dedicated 3 -Pin plug	Each		10			10		
(i)	1 KW light dimmer switch	Each		10			10		
(h)	2 KW light dimmer switch	Each		10			10		
(i)	Dual 16 AMP 3 Pin switch / socket outlet	Each		10			10		
(j)	100 mm x 100 mm x 50 mm surface extension	Each		10			10		
(k)	100 mm x 50 mm x 50 mm surface extension	Each		10			10		
21	REPLACE CIRCUIT BREAKER (ALL MAKES)								
(a)	Single pole 2,5 KA 1-60 Amp	Each		20			20		
(b)	Single pole 5 KA 80 -100 Amp	Each		15			15		
(c)	Triple pole 2,5 KA 5-60 Amp	Each		10			10		
(d)	Triple pole 5 KA 80-100 Amp	Each		5			5		
(e)	Double pole 5 KA 1-60 Amp	Each		20			20		
(f)	Double pole 5 KA 80-100 Amp	Each		20			20		
(g)	Adaptor clip	Each		20			20		
(h)	125amp 15ka 3 phase c/b	Each		20			20		
(i)	150amp 15ka 3 phase c/b	Each		20			20		
(j)	200amp 15ka 3 phase c/b	Each		20			20		
(k)	250amp 25ka 3 phase c/b	Each		20			20		
(l)	300amp 25ka 3 phase c/b	Each		20			20		
22	REPLACE 30 MA EARTH LEAKAGE UNITS								
(a)	Single phase 2,5 KA 30-60 Amp O/L Type	Each		10			10		
(b)	Single phase 2,5 KA 60 Amp switch isolator	Each		10			10		
(c)	Triple pole 2,5 KA 30-60 Amp O/L type	Each		10			10		
(d)	Triple pole 2,5 KA 60 Amp switch isolator type	Each		10			10		
(e)	Single phase 5 KA 30-80 Amp O/L type	Each		10			10		
(f)	Single phase 5 KA 80-100 Amp O/L type	Each		10			10		
(g)	Triple pole 5 KA 30-60 Amp O/L type	Each		10			10		
(h)	Triple pole 5 KA 80-150 Amp O/L type	Each		10			10		
(i)	Triple pole 5 KA 200-400 Amp O/L type	Each		10			10		
	*Lineal Meter = m								
								SUBTOTAL	

NO	ANNEXURE A ELECTRICAL WORK	Unit of measureme nt	ITEM PRICE- YEAR 1 R C	Estimate usage	AMOUNT A R C	ITEM PRICE- YEAR 2 R C	Estimate usage	AMOUNT B R C	TOTAL AMOUNT A+B R C
23 DISTRIBUTION BOARDS									
SINGLE PHASE DB'S SURFACE									
(a)	12 way	Each		10			10		
(b)	18 way	Each		10			10		
(c)	24 way	Each		10			10		
3 PHASE DB'S SURFACE									
(d)	12 way with side mount isolator	Each		10			10		
(e)	18 way with side mount isolator + buzz bars	Each		10			10		
(f)	24 way with side mount isolator + buzz bars	Each		10			10		
ACCESSORIES									
(g)	DB blanks	Each		10			10		
(h)	Clip on neutral bar	Each		10			10		
(i)	Single phase cbi 16mm buzz bar	Each		10			10		
COC ELECTRICAL CERTIFICATE OF									
(j)	Single phase	Each		10			10		
(k)	Three phase	Each		10			10		

SCHEDULE 2: TRANSPORT

PRICING FOR TRANSPORT

NOTE:- 1. The cost of workers and driver travelling time shall be included with the unit rates for transport costs.

2. All distances travelled will be measured from the Department of Public Works Regional Office(Braamfontein). The attached map clearly indicates the JHB Regional Office jurisdiction. The area has been divided into four zones and the kilometers calculated is for a return journey.

Item No	Zone	Unit	Year 1	Year 2	Total (Year 1 + Year 2)
	Zone 1: 40 km				
	Zone 2: 80km				
	Zone 3: 120km				
	Zone 4: 180km				
(a)	Transport cost of a vehicle with a loaded capacity of 1 ton	Price/km from Zone (1 - 4)			
(b)	Transport cost of a vehicle with a loaded capacity of 2 ton	Price/km from Zone (1 - 4)			
SUB TOTAL					

SCHEDULE 3: NON-SCHEDULE RATES FOR LABOUR AND MATERIALS

	LABOUR	UNIT	YEAR 1	YEAR 2	TOTAL (Year 1+Year 2)
1	The rates for labour will be deemed to include for statutory minimum labour rates, contribution to bonus, holiday, pension, medical funds etc, for normal working hours as well as transport cost including travelling time, but excluding VAT.				
2	Normal working hours				
(a)	Skilled Artisan(Technician)	Hour			
(b)	General worker	Hour			
3	Overtime, Sunday and Public Holiday				
(a)	Skilled Artisan(Technician)	Hour			
(b)	General worker	Hour			
4	Non-scheduled materials				
(a)	The cost of non-scheduled materials shall be deemed to include for the cost of materials after deduction of any discount and delivery to site.				
(b)	Allow for the amount of R 1 000, 000.00 for the provisional cost of non-scheduled materials that may be used. The above labour rates will apply.		R 500,000.00	R 500,000.00	R 1,000,000.00
©	Percentage mark-up on non-scheduled materials may be used	____ %			
				SUB TOTAL	

SCHEDULE 4: EXPANDED PUBLIC WORKS PROGRAMME (EPWP)

<u>ITEM NO</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>RATE</u>	<u>AMOUNT</u>
	Employment of Youth Worker				
	The unit of measurement shall be the number of youth workers at a labour rate of R2 500.00 per month as the amount agreed by MINMEC multiplied by the period of employment in months and the rate shall include full compensation contract. The cost for the training shall be excluded from this item. This item is based on a 24 month appointment for youth worker/s and the rate shall include full compensation.				
	Allow for R2 500.00 per month x 12 months x 4 trainees	Each	48	R2 500.00	R 120 000.00
	Allow for (R 2 500.00 per month x 12 months x4 trainees) + 6%	Each	48	R2 650.00	R127 200.00
	Profit and attendance (Admin & Transport cost)	Each	R 247 200.00	15%	R37 080.00
	Provision of EPWP designed Overall(s) and safety shoes				
	Supply 8 x EPWP branded overalls and 4 x safety shoes for youth workers (2 overalls and 1 pair of shoes per trainee)	Each	4	R 1 500.00	R6000.00
	Provision of small tools kit for youth workers				
	Provide all youth workers with prescribed tools for the respective trade to be provided by the service provider.	Each	4	R3000.00	R12 000.00
	The tools will become the property of the youth workers after the completion of the program (ref. SL 11.06.01)	Each			
	TOTAL FOR SCHEDULE 4				R 302 280.00

SUMMARY PAGE

ELECTRICAL REPAIRS, INSTALLATION AND MAINTENANCE OF LOW VOLTAGE SYSTEM WITHIN THE JURISDICTION OF JOHANNESBURG REGIONAL OFFICE FOR THE PERIOD OF 24 MONTHS

SUMMARY

The total tender price for this service must include all labour and material required for the proper execution of the work and shall be carried over to the tender form which must be returned together with this document.

1. SCHEDULE 1	R _____
2. SCHEDULE 2	R _____
3. SCHEDULE 3	R _____
4. SCHEDULE 4	R _____

Sub-Total R _____

Add:

Value –added Tax (VAT) R _____

Total amount carried forward to Tender Form R _____

Total amount in words: _____

TENDERERS SIGNATURE: _____

ADDRESS: _____

DATE: _____

PRICED SPECIFICATION:

A priced specification must be submitted with the tender documents.

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

SERVICE PROVIDER COMPANY: _____

No	Description	Qty

SERVICE PROVIDER NAME	DATE		SIGNATURE
	TIME STARTED		
	TIME FINISHED		
REMARKS			

TO BE COMPLETED BY CLIENT DEPARTMENT

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

NAME	TEL NR	DESIGNATION	OFFICIAL STAMP
SIGNATURE		DATE	

TO BE COMPLETED BY WORKS MANAGER

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

and that the records were updated.

NAME	TEL NR	DESIGNATION.
SIGNATURE		DATE

JOHANNESBURG REGIONAL OFFICE JURISDICTION

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

