



**Department of
Public Works & Infrastructure**

FREE STATE PROVINCE

**HEAD OF DEPARTMENT
MR. M. TSHABALALA
DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE**

PROJECT DOCUMENTATION

**APPOINTMENT OF A SUITABLY QUALIFIED CONTRACTOR,
JOINT VENTURE OR CONSORTIUM FOR THE MAINTANANCE OF 11KV
INDOOR SWITCHGEARS AT FIDEL CASTRO BUILDING IN
BLOEMFONTEIN ON BEHALF OF THE FREE STATE DEPARTMENT OF
PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3)
YEARS**



JULY 2026

BEWARE OF SCM FRAUD AND PHISHING

WHAT IS FRAUD AND PHISHING?

- *SCM fraud is a careful thought dishonesty, deceptive and corrupt process with the intention to influence any stage of the SCM process in order to make a financial gain or cause a loss. It can be perpetrated by contractors or sub-contractors external to the organization, as well as officials within the Department.*
- *Phishing is a form of fraud in which an attacker masquerades as a reputable entity or person in email or other forms of communication. Attacker will commonly use phishing emails to distribute malicious links or attachments that can perform variety of functions. Some will extract login credentials or account information from victims*

How does phishing work?

- The phisher may begin by **determining who their targeted victims** will be (whether at an organization or individual level) and creates strategies to collect data they can use to attack.
- Next, the phisher will create **methods like fake emails or phony web pages to send messages** that lure data from their victims.
- Phishers then send messages that **appear trustworthy** to the victims and begin the attack.
- Once the attack has been deployed, phishers will **monitor and collect the data** that victims provide on the fake web pages.
- Finally, phishers use the collected data to make illegal purchases or **commit fraudulent acts**.

That being said, not all attacks look and operate the same way. Phishing scams can take a variety of forms and can have different goals in their deployment.

IMPORTANT:

- No official of the department is allowed to request any form of gratuity and/or reward for assisting any bidder with their bid is considered over other bids for appointment.
- Report all suspicious acts and requests to South African Police Service on 08600 10111 AND;
- National Ant-Corruption Hotline: 0800 701 701 (toll free number) **OR**
- Email to: integrity@publicservicecorruptionhotline.org.za

TENDER NUMBER: DPWFS (T) 006/2026
DESCRIPTION: APPOINTMENT OF A SUITABLY QUALIFIED CONTRACTOR, JOINT VENTURE OR CONSORTIUM FOR THE MAINTANANCE OF 11KV INDOOR SWITCHGEARS AT FIDEL CASTRO BUILDING IN BLOEMFONTEIN ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS.



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 Department:
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THE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE	
Physical address: 155 OR Tambo House Cnr St Andrews Street and Markgraaff Street Bloemfontein 9301	Post box number: P.O. Box 690 Bloemfontein 9301
DIRECTORATE: SUPPLY CHAIN MANAGEMENT Contact Person: Name: Mr. Mosiuoa Kolobe Telephone: 051 492 1750 / 3886 Email: kolobem@fsworks.gov.za	DIRECTORATE: WORKS CONSTRUCTION AND MAINTENANCE Contact Person: Name: Mr. Mokoena Tsietsi Telephone: 051 403 7833 Email: mokoena@fsworks.gov.za
BIDDER:	
PRICES INCLUSIVE OF VALUE ADDED TAX: Main Contractor – 100% or less of contract value for completion by the main contractor: R..... TOTAL PRICE IN WORDS:	
CRS NUMBER:	

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THE TENDER

PART T1: TENDERING PROCEDURES

TENDER NUMBER: DPWFS (T) 006/2026
DESCRIPTION: APPOINTMENT OF A SUITABLY QUALIFIED CONTRACTOR, JOINT VENTURE OR CONSORTIUM FOR THE MAINTANANCE OF 11KV INDOOR SWITCHGEARS AT FIDEL CASTRO BUILDING IN BLOEMFONTEIN ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS.



BID NO: DPWFS (T) 002/2026

DESCRIPTION: APPOINTMENT OF A SUITABLY QUALIFIED CONTRACTOR, JOINT VENTURE OR CONSORTIUM FOR THE MAINTANANCE OF 11KV INDOOR SWITCHGEARS AT FIDEL CASTRO BUILDING IN BLOEMFONTEIN ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS.

T1.1 - Tender Notice and Invitation to Tender

The Department of Public Works and Infrastructure invites suitably qualified contractor, joint venture or consortium for the maintenance of indoor 11kv switchgear at Fidel Castro Building.

*Tenderers should have a CIDB contractor grading designation of **4EP or higher**. Contractors who meet the criteria in the tender document may also submit bids.*

Bids will be evaluated according to the 80/20 points system:

Bid No:	DPWFS (T) 006/2026		
Advertising date:	17 July 2026	Closing date:	24 August 2026
Closing time:	11:00	Bid Validity period	90 Days
Compulsory Clarification Date:	29 July 2026	Compulsory Clarification Venue:	Mokhali Boardroom, 23 rd Floor, Fidel Castro Building, Bloemfontein
Time:	12:30 PM		
Tenders are to be delivered to the following address on the stipulated closing date and time:	Department of Public Works and Infrastructure: Ground Floor (Main Entrance Foyer) at OR Tambo House (Old Lebohang Building); Cnr. St Andrews Street and Markgraaff Street; Bloemfontein		

COLLECTION OF TENDER DOCUMENTS

- Please note that bid documents are obtainable from e-tender portal on www.etenders.gov.za from 17 July 2026 **OR**
- Bid documents will also be available from 17 July 2026 from 09h00 to 14h30 at the Department of Public Works and Infrastructure SCM Offices, Room 101B, First Floor, OR Tambo House Cnr Markgraaff and St Andrews Street, Bloemfontein. However, a non-refundable tender / bid deposit of R342.00 is payable in cash (**please bring the exact amount**) on **collection of the bid documents**. [Payments to be made at Room 102, First Floor, OR Tambo House]. Documents are also obtainable at Etender Portal, www.etenders.gov.za and Departmental website at www.publicworks.fs.gov.za/?page_id=2601 at no cost.

The physical address for collection of tender documents is:

FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE

Cnr. St Andrews Street and Markgraaff Street
OR Tambo House
Room 101B, 1st Floor
Bloemfontein
9301

BIDS ARE TO BE COMPLETED IN ACCORDANCE WITH THE CONDITIONS AND BID RULES CONTAINED IN THE BID DOCUMENTS. BID DOCUMENTS MUST BE PROPERLY INDEXED AND NEATLY BOUNDED.

REASONS FOR DISQUALIFICATION

1. Bidders are advised to take note that the Department reserves the right to disqualify any bidder who submits any information or documents requested for submission in relation to this tender and for which the Department is not able to verify with the relevant parties referenced as contacts on the information or documents provided.
2. The department reserves the right to disqualify any bidder which does any one or more of the following, and such disqualification may take place without prior notice to the offending bidder:
 - a. Bidders whose tax matters are not compliant with SARS requirements as reflected on eFiling and/or CSD at the time of award (however such bidders will be advised in writing to approach the SARS in order ensure that tax matters are compliant within a period of seven working days);
 - b. Bidders who submitted incomplete information and documentation according to the requirements of this bid document, e.g. not submitting both a fully completed document with all returnable documents as stated on this tender document; All sections of this document must be duly completed and signed. All returnable documents must be duly completed and signed.
 - c. Bidders who submitted information that is fraudulent, factually untrue or inaccurate information;
 - d. Bidders who received information not available to other bidders through fraudulent means.
 - e. Bidders whose CIDB grading status has been suspended and/or cancelled.
 - f. Bidders who do not comply with mandatory requirement as stated in this document.
 - g. The Bill of Quantity (BOQ) to be completed in full, failure which will lead to disqualification.
 - h. All tender documents that are submitted must be originally signed.
 - i. No photocopied documents will be accepted in the aforementioned regard.
 - j. Telegraphic, telephonic, telefax, facsimile, emailed and late tenders will not be accepted.

EVALUATION CRITERIA FOR BIDS RECEIVED

1. STAGE ONE – MANDATORY REQUIREMENTS

1.1. MANDATORY REQUIREMENTS REQUIRED FOR EVALUATION PURPOSES:

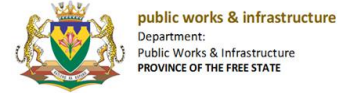
- 1.1.1. Bidders must provide a unique security Personal Identification Number (PIN) issued by the South African Revenue Services and/or Central Supplier Database's MAAA number which will be used to verify the valid tax compliance status of the bidding entity. Where Consortium / Joint Venture / Sub-contractors are involved, each party to the association must submit a separate unique security Personal Identification Number (PIN). The successful bidder/s tax status will be confirmed, for compliance, at the time of award.
- 1.1.2. Bidders must provide valid proof of registration on the National Treasury's Central Supplier's database by submitting a CSD REGISTRATION REPORT (**not a CSD REGISTRATION SUMMARY REPORT**), which is not older than 3 months. Where Consortium / Joint Venture / Sub-contractors are involved, each party to the association must submit a separate CSD REGISTRATION REPORT (**not a CSD REGISTRATION SUMMARY REPORT**), which is not older than 3 months.
 - However, Joint Ventures, Partnerships, including Unincorporated Partnerships must register on the CSD within 15 days of the date of the bid being awarded to the successful bidder.
- 1.1.3. Potential bidders must be a contractor registered at CIDB Grading Level of 4EP or higher. The bidder/s CIDB registration must be active on the date of advert closing. The bidder/s must attach valid proof of the company/ies registration.
 - Joint Ventures (JVs) are eligible to submit tenders provided that:
 - All partners to a JV must be individually registered in their own right;
 - The lead partner must be registered in a contractor grading designation not lower than one level below the required grading designation in the class construction works under

- consideration. E.g. if the advertised grade is 4EP, then the lead partner must be registered in Grade 3EP or higher; and
- The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations (CIDB) is equal to 4EP or higher than a contractor grading designation determined in accordance with the sum tendered for a EP class of construction work;
 - Tenderers that satisfy the criteria stated in the tender data and the tenderer or any of his principals is not under any restriction to do business with the employer.
- 1.1.4. Bidders must attach a valid Letter of Good Standing that is relevant to the required service to be rendered, which is registered with the Department of Employment and Labour in terms of COIDA (Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993). Where Consortium / Joint Venture / Sub-contractors are involved, each party to the association must submit a separate Letter of Good Standing issued by the Department of Employment and Labour.
- 1.1.5. Bidders must attach ORHVS (Operating Regulation for High Voltage System) Certificate for Switching operator and supervisor.
- 1.1.6. Attach Company registration documents (registration certificate) from Companies and Intellectual Property Commission (CIPC). (**Note: if it is a copy of the original certificate, it must be certified**). Where Consortium / Joint Venture / Sub-contractors are involved, each party to the association must submit a separate certified copy of their Company registration documents (registration certificate) from Companies and Intellectual Property Commission (CIPC).
- 1.1.7. Bidders must attach Company registration documents (registration certificate) from Companies and Intellectual Property Commission (CIPC). (**Note: Company registration documents must be certified**). Where Consortium / Joint Venture / Sub-contractors are involved, each party to the association must submit a separate certified copy of their Company registration documents (registration certificate) from Companies and Intellectual Property Commission (CIPC).
- 1.1.8. Bidders must attach duly completed and signed Annexure D - Compulsory Declaration.
- 1.1.9. Bidders must attach duly completed and signed Annual Financial Statements Declaration for the preceding financial year (e.g. for the financial year ended 28 February 2026). Attach the income statement and the balance sheet as support for the declaration. Where Consortium / Joint Venture / Sub-contractors are involved, each party to the association must submit a separate duly completed and signed Annual Financial Statements Declaration in line with the aforementioned requirements.
- 1.1.10. Bidders must attend the mandatory clarification meeting and be recorded as such in the attendance register. The details of the mandatory clarification meeting are listed in the tender notice and invitation to tender. It is the bidder's responsibility to ensure that he/she duly completes and sign the attendance register.
- 1.1.11. **All documents must be completed in writing with a black pen. All documents must be completed in handwriting with a black pen. Digitally completing any part of the returnable documents will not be accepted and will lead to disqualification.**

1.2. NON – MANDATORY REQUIREMENTS FOR EVALUATION PURPOSES:

- 1.2.1. Bidders must attach a valid municipal services (water, sanitation, rates and electricity) clearance certificate or a current bill of account not owing more than ninety (90) days or a valid lease agreement with a current statement from the lessor not owing more than 90 days.
- 1.2.2. Bidders must attach duly completed and signed schedule of equipment offered. (Refer to the relevant section in the specification).
- 1.2.3. Bidders must attach duly completed and signed schedule of tenderer's experience.
- 1.2.4. Bidders must attach duly completed and signed SBD 6.1 – Preference points claim form in terms of the Preferential Procurement Regulations 2022.
- 1.2.5. Bidders must attach Appointment Letters, Reference Letters and Completion Certificates where the contractor has carried out similar nature of works.
- 1.2.6. Bidders must attach curriculum vitae of relevant staff in the format of the Resource Information Sheet provided.

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- 1.2.7. Bidders must attach a duly completed and signed Annexure A - Record of Addenda to tender documents.
- 1.2.8. Bidders must attach a duly completed and signed Annexure B - Proposed amendments and qualifications.
- 1.2.9. Each bidder must provide proof of compliance to Unemployment Insurance Fund (UIF) – (The department will request the prospective bidder(s) to submit the proof before appointment).

2. STAGE TWO: EVALUATION ON FUNCTIONALITY CRITERIA

- 2.1. The evaluation of functionality criteria will be evaluated based on the following information:
 - 2.1.1. Attach verifiable experience of key staff who have previously worked on similar projects.
 - 2.1.2. Attach relevant experience and skill of the main contractor or sub-contractor in working on similar projects.
 - 2.1.3. Each bidder must obtain a minimum of 132 points out of 175 points for functionality to qualify for evaluation on price and preference using the 80 / 20 preference points systems.
 - 2.1.4. Functionality (Separate from price) _____ 175 points
 - 2.1.5. The functionality criteria will be as follows:
 - 2.1.5.1 Capacity of the contractor to execute the works – 50 points
 - 2.1.5.2 Experience of key staff – 50 points
 - 2.1.5.3 Methodology and approach – 75 points

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NO	CRITERION	GUIDELINE FOR CRITERION	MAXIMUM SCORE								
1	CAPACITY OF THE CONTRACTOR TO EXECUTE THE WORKS	Capacity of the Contractor to execute the works. To qualify here, the Contractor must provide proof of maintenance of 11kV indoor multi-brands Switchgears (These should be projects that were executed and completed between 01 July 2019 up to and including the closing date of this bid). <table border="1"><tr><td colspan="2">This must be projects of R495 000 upwards including all applicable taxes:</td></tr><tr><td>3 Projects</td><td>50 Points</td></tr><tr><td>2 Projects</td><td>30 Points</td></tr><tr><td>1 Project</td><td>10 Points</td></tr></table> Note: Only Contractors from CIDB 4EP or higher are eligible to submit tenders Supporting documents required to support the claims above: Corresponding orders/appointment letters, completion certificates and stamped reference letters for similar projects of R495 000 upwards, must be submitted as proof to support the claims made above. Bidders must submit all the requested documents as proof in order to be awarded the points. Notes: • All appointment letters, completion certificates, and stamped reference letters must be on the letter head of the employer which is dated and signed. All the aforementioned documents must be originally certified and valid copies of the original document. Originally certified documents must not be older than 6 months. • Submission of completion certificates without its corresponding appointment letters or the submission of appointment letters without its corresponding completion certificates will not be considered for scoring purposes, therefore points will be forfeited. • The submission of stamped reference letters without its corresponding appointment letters and practical completion certificates will not be accepted. • Failure to complete and sign the schedule of the Tenderer’s Experience will result in the bidder forfeiting these points. • Only projects awarded and completed in the last seven (7) years (between 01 March 2019 up to and including the closing date of this bid) will be considered.	This must be projects of R495 000 upwards including all applicable taxes:		3 Projects	50 Points	2 Projects	30 Points	1 Project	10 Points	50 Points
This must be projects of R495 000 upwards including all applicable taxes:											
3 Projects	50 Points										
2 Projects	30 Points										
1 Project	10 Points										

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NO	CRITERION	GUIDELINE FOR CRITERION	MAXIMUM SCORE								
2	EXPERIENCE OF KEY STAFF	The bidder must have competent and qualified individuals to implement and manage the project successfully: 2.1 Experience and Qualifications of the qualified Electrical Technician / Technologist / Engineer, with a minimum academic qualification at NQF Level 6. (30 Points) Experience in High Voltage Networks (400V upwards), with relevant experience in indoor 11kV switchgears. The candidate must hold a valid and active ECSA registration, with traceable and contactable references <table><tr><td colspan="2">Scoring of experience:</td></tr><tr><td>5 years and above</td><td>30 Points</td></tr><tr><td>3 to 4 years</td><td>20 Points</td></tr><tr><td>0 to 2 years</td><td>10 Points</td></tr></table> Notes: • The bidder must complete the attached Resource Information Sheet, failure to do so and to provide originally certified and valid supporting documents will result in the bidder forfeiting these points. Originally certified documents must not be older than 6 months. • Only post registration experience will be evaluated. • All foreign academic qualifications must be evaluated by the South African Qualifications Authority (SAQA). A candidate must attach proof of SAQA's Certificate of Evaluation (SCoE) which reflects its recognition decision on the authenticity and comparability of a foreign qualification and its appropriate location on the NQF. Failure to attach proof of SAQA's Certificate of Evaluation (SCoE) will result in the bidder forfeiting these points. • The bidder must provide a sworn affidavit signed by the Electrical Technician / Technologist / Engineer giving the company consent to utilize his/her personal information for the purpose of responding to this bid. Failure to attach proof of a sworn affidavit will result in the bidder forfeiting these points. • The bidder has the responsibility to ensure that they maintain within their employment a person/s of similar qualification, and experience as to the one they submitted their details for this bid. • The bidder further has the responsibility to notify the employer should this resource no longer be available for this contract and make an equivalent replacement within a period of one month. • The department will consider it as breach of contract should the contractor not adhere to this condition throughout the duration of this contract.	Scoring of experience:		5 years and above	30 Points	3 to 4 years	20 Points	0 to 2 years	10 Points	50 Points
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5 years and above	30 Points										
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NO	CRITERION	GUIDELINE FOR CRITERION	MAXIMUM SCORE					
2	EXPERIENCE OF KEY STAFF (continued)	The bidder must have competent and qualified individuals to implement and manage the project successfully:						
		2.2 Experience and Qualifications of Red Seal Trade Tested Tradesman Aid (20 Points) Adequacy of Experience as a qualified Red Seal Trade Test Electrical Tradesman with experience in indoor 11kV Switchgears maintenances. <table><tr><td colspan="2">Scoring of experience:</td></tr><tr><td>5 years and above</td><td>20 Points</td></tr><tr><td>3 to 4 years</td><td>10 Points</td></tr><tr><td>0 to 2 years</td><td>05 Points</td></tr></table> Notes: • The bidder must complete the attached Resource Information Sheet, failure to do so and to provide originally certified and valid supporting documents will result in the bidder forfeiting these points. Originally certified documents must not be older than 6 months. • Only post qualification experience will be evaluated. • All foreign academic qualifications must be evaluated by the South African Qualifications Authority (SAQA). A candidate must attach proof of SAQA's Certificate of Evaluation (SCoE) which reflects its recognition decision on the authenticity and comparability of a foreign qualification and its appropriate location on the NQF. Failure to attach proof of SAQA's Certificate of Evaluation (SCoE) will result in the bidder forfeiting these points. • The bidder must provide a sworn affidavit signed by the Red Seal Trade Tested Tradesman Aid giving the company consent to utilize his/her personal information for the purpose of responding to this bid. Failure to attach proof of a sworn affidavit will result in the bidder forfeiting these points. • The bidder has the responsibility to ensure that they maintain within their employment a person/s of similar qualification, and experience as to the one they submitted their details for this bid. • The bidder further has the responsibility to notify the employer should this resource no longer be available for this contract and make an equivalent replacement within a period of one month. • The department will consider it as breach of contract should the contractor not adhere to this condition throughout the duration of this contract.		Scoring of experience:		5 years and above	20 Points	3 to 4 years
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DESCRIPTION:

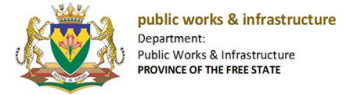
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NO	CRITERION	GUIDELINE FOR CRITERION	MAXIMUM SCORE
3	METHODOLOGY AND APPROACH: IT MUST CLEARLY ADDRESS THE MANAGEMENT OF THE LISTED RESOURCES	SCOPE MANAGEMENT WITH CLEAR TIME FRAMES - Provide a detailed scope and project management plan in Gantt chart format, showing: On boarding, Dates of planned monthly maintenance visits to each substation, Dates of regulatory inspections (10 points) Schedules of Monthly Planned Maintenance activities in a checklist format covering but not limited to inspections, lubrications and cleaning. (05 points) Part Replacement plan: Identify and outline a process for scheduled replacing of worn-out parts. (05 points) Emergency and Break down Response plan including response times, details of call center and locations of responders. (05 points) Documentation and Record keeping plan: PLANNED record-keeping of maintenance activities, inspections, tests, and recommendations. (05 points) Risk Management Plan - Documentation of Risk Management (05 points)	35 Points
		EQUIPMENT ASSOCIATED WITH THE MAINTENANCE OF INDOOR 11kV SWITCHGEARS: - Compliance with Health and Safety Act. - List of all major equipment to be used and how it will be sourced. - Schedule of engagement which is aligned to the project management plan / construction schedule / bar chart / construction Programme. - Complete the schedule of plant and equipment.	10 Points
		FINANCES - A comprehensive Project Financial Management Plan that covers all aspects of the project which includes but not limited to cash flow projections aligned with the project management plan / construction schedule / bar chart / construction programme. (10 points) - Analysis of the Annual Financial Statements Declaration form and its supporting documents (05 points) - Confirmation of the availability of cash flow for the first three (3) months of the project [attach bank rating letter or three (3) months bank statement]. (05 points)	20 Points
		HEALTH AND SAFETY MANAGEMENT CLEARLY OUTLINING THE STEPS FOR THE MAINTENANCE OF INDOOR 11kV SWITCHGEAR: - Compliance with the Act (more emphasis should be placed on indoor 11kV Switchgears maintenance). - OHS Policy. - Risk assessment and health & safety plan	10 Points
		TOTAL (minimum score of 75%)	

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The following scoring rubric will be used to score the functionality above:

Rating	Score out of 5	Score out of 10	Score out of 15	Score out of 20	Score out of 25	Approach and methodology
Poor	1	2	3	4	5	The approach and / or methodology is poor / is very unlikely to satisfy project objectives or requirements. The tenderer has completely misunderstood all aspects of the scope of work and does not deal with any critical aspects of the project.
Average	2	4	6	8	10	The approach and / or methodology is not good / is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.
Good	3	6	9	12	15	The approach is generic and not tailored to address the specific project objectives and methodology. The approach does not adequately deal with the critical characteristics of the project. The quality plan, manner in which risk is to be managed etc., is too generic.
Very Good	4	8	12	16	20	The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk etc., is specifically tailored to the critical characteristics of the project.
Excellent	5	10	15	20	25	Besides meeting the "good" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the-art approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs.

3. STAGE THREE: EVALUATION ON PRICE AND PREFERENCE

Pricing on the project in order to achieve the objectives of the Preferential Procurement Regulations.

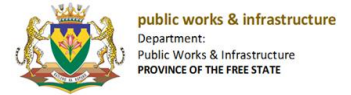
- 3.1. The Department is committed to achieving the government's objectives of promoting economic transformation as set out in the Departmental SCM Policy, Preferential Procurement Policy Framework Act, the B-BBEE act and the Preferential Procurement Regulations of 2022.
- 3.2. The 80/20 preference point system applicable to price quotations and tenders with a rand value of R50 million or below (all applicable taxes included), will be used for evaluation of this bid.
- 3.3. The scoring of points for price and preference system in terms of the 80/20 preference point system where the lowest price score 80 points for price.
- 3.4. The points for preference will be allocated to bidders in accordance with the following specific goals:

Table 1:

The maximum points for this tender are allocated as follows:

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

TENDER NUMBER: DPWFS (T) 006/2026
DESCRIPTION: APPOINTMENT OF A SUITABLY QUALIFIED CONTRACTOR, JOINT VENTURE OR CONSORTIUM FOR THE MAINTANANCE OF 11KV INDOOR SWITCHGEARS AT FIDEL CASTRO BUILDING IN BLOEMFONTEIN ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS.



(a) A maximum of 80 points is allocated for price on the following basis:

80/20

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

(b) Allocation of points in terms of the 80/20 preference point system.

Where

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmin = Price of lowest acceptable tender

(c) In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 2 below as may be supported by proof/ documentation stated in the conditions of this tender.

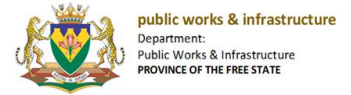
Table 2:

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Race: 100% Black ownership	6	
Gender: 51% to 100% owned by Women	6	
Free State based companies 100%	4	
People living with Disability: 51% to 100% owned by people with disabilities	2	
Youth ownership: 51% to 100% owned by Youth	2	
Total Points Claimed out	20	

3.5. Claiming of preference points for Specific goals:

- Bidders will be required to submit CIPC documents and Central Supplier Database (CSD) report in order to claim points for specific goal on Race: 100% Black ownership.
- Bidders will be required to submit CIPC documents, Central Supplier Database (CSD) report, share certificates and certified ID copy /(ies) in order to claim points for specific goal on Gender: 51% to 100% owned by Women.
- Bidders will be required to submit CIPC and FICA approved documents with the address corresponding with the municipal statement or lease agreement address in order to claim points for specific goal on Free State based companies 100%.
- Bidders will be required to submit a medical certificate from a Registered Medical Practitioner or a letter of condition from Department of Employment and Labour confirming the bidder's disability

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- in order to claim points for specific goal on People living with disability: 51% to 100% owned by people with disabilities.
- (e) Bidders will be required to submit CIPC documents, Central Supplier Database (CSD) report and certified ID copy /(ies) in order to claim points for specific goal on Youth: 51% to 100% owned by Youth.

NB: Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

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public works & infrastructure
Department:
Public Works & Infrastructure
PROVINCE OF THE FREE STATE

THE TENDER

PART T1: TENDERING PROCEDURE

T1.2 – Tender Data

Standard Conditions of Tender

Standard Conditions of Tender

C.1 General

C.1.1 Actions

C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

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

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

C.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

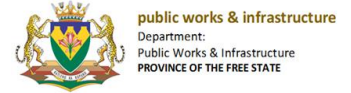
C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

a) conflict of interest means any situation in which:

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
- ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or

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- iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) comparative offer means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

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

- a) Due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) Funds are no longer available to cover the total envisaged expenditure; or
- c) No acceptable tenders are received.
- d) There is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1

Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2

All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3

At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

C.1.6.2.4

The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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

C.1.6.3.2 Option 2

C.1.6.3.2.1

Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2

The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data and award the contract in terms of these conditions of tender.

C.2 Tenderer's obligations

C.2.1 Eligibility

C.2.1.1

Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

C.2.1.2

Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

C.2.2 Cost of tendering

C.2.2.1

Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

C.2.2.2

The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

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

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

C.2.10.1

Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

C.2.10.2

Show VAT payable by the employer separately as an addition to the tendered total of the prices.

C.2.10.3

Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

C.2.10.4

State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

C.2.12.1

Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2

Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

C.2.12.3

An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

C.2.13.1

Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

C.2.13.2

Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

C.2.13.3

Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

C.2.13.4

Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

C.2.13.5

Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.6

Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.7

Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

C.2.13.8

Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

C.2.13.9

Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

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

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

C.2.15 Closing time

C.2.15.1

Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

C.2.15.2

Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

C.2.16 Tender offer validity

C.2.16.1

Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

C.2.16.2

If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

C.2.16.3

Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

C.2.16.4

Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

C.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of

tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

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

C.2.18 Provide other material

C.2.18.1

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

C.2.18.2

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

C.2.19 Inspections, tests and analysis

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

C.2.20 Submit securities, bonds and policies

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

C.3.1.1

Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.3.1.2

Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) An individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) The new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) In the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

C.3.2 Issue Addenda

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

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

C.3.4.1

Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

C.3.4.2

Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

C.3.4.3

Make available the record outlined in C.3.4.2 to all interested persons upon request.

C.3.5 Two-envelope system

C.3.5.1

Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of

valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

C.3.5.2

Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

C.3.8.1

Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) Complies with the requirements of these Conditions of Tender,
- b) Has been properly and fully completed and signed, and
- c) Is responsive to the other requirements of the tender documents.

C.3.8.2

A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) Detrimentially affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) Significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) Affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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

C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1

Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2

Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

- a) The gross misplacement of the decimal point in any unit rate;
- b) Omissions made in completing the pricing schedule or bills of quantities; or
- c) Arithmetic errors in:
 - (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - (ii) the summation of the prices.

C.3.9.3

Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4

Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

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

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender

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

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

The activities associated with evaluating tender offers are as follows:

- Open and record tender offers received
- Determine whether or not tender offers are complete
- Determine whether or not tender offers are responsive
- Evaluate tender offers
- Determine if there are any grounds for disqualification
- Determine acceptability of preferred tenderer
- Prepare a tender evaluation report
- Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

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

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

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

- is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement; can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- has the legal capacity to enter into the contract;
- is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act

- d) No.2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

C.3.14.1

If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents and
- c) other revisions agreed between the employer and the successful tenderer.

C.3.14.2

Complete the schedule of deviations attached to the form of offer and acceptance, if any.

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

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

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

TENDER NUMBER: DPWFS (T) 006/2026
DESCRIPTION: APPOINTMENT OF A SUITABLY QUALIFIED CONTRACTOR, JOINT VENTURE OR CONSORTIUM FOR THE MAINTANANCE OF 11KV INDOOR SWITCHGEARS AT FIDEL CASTRO BUILDING IN BLOEMFONTEIN ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS.



PART T2: RETURNABLE DOCUMENTS

T2.1 - List of Returnable Documents

TENDER NUMBER: DPWFS (T) 006/2026
DESCRIPTION: APPOINTMENT OF A SUITABLY QUALIFIED CONTRACTOR, JOINT VENTURE OR CONSORTIUM FOR THE MAINTANANCE OF 11KV INDOOR SWITCHGEARS AT FIDEL CASTRO BUILDING IN BLOEMFONTEIN ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS.



FREE STATE PROVINCIAL GOVERNMENT

DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE

BID NO: DPWFS (T) 002/2026

DESCRIPTION: APPOINTMENT OF A SUITABLY QUALIFIED CONTRACTOR, JOINT VENTURE OR CONSORTIUM FOR THE MAINTANANCE OF 11KV INDOOR SWITCHGEARS AT FIDEL CASTRO BUILDING IN BLOEMFONTEIN ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS.

T2.1 List of Returnable Documents

The bidder must complete the following returnable documents:

List of Returnable Documents required

- a. Attach duly completed and signed Annexure A - Record of Addenda to tender documents.
- b. Attach duly completed and signed Annexure B - Propose amendments and qualifications.
- c. Attach duly completed and signed Annexure D - Compulsory Declaration.
- d. Resolution of Board of Directors
- e. Resolution of Board of Directors to enter into Consortia or Joint Ventures (in case of Joint Venture or Consortia)
- f. Special Resolution of Consortia or Joint Ventures.
- g. Certified copy/(ies) of Identity Document (ID)
- h. Attach Standard Bidding Document 1 (SBD 1) – Invitation to Bid
- i. Attach Standard Bidding Document 4 (SBD 4) – Bidders Disclosure
- j. Attach Standard Bidding Document 6.1 (SBD 6.1) – Preference points claim form in terms of the Preferential Procurement Regulations 2022.
- k. Attach Annual Financial Statements Declaration.
- l. Schedule of the Tenderer's Experience (Particulars of Tenderers Projects).
- m. All other relevant documents, including but not limited to the company registration documents, curriculum vitae's (resource information sheet format) of all relevant officials and identity documents of all directors and relevant officials.
- n. Attach a valid letter of good standing issued by the Department of Employment and Labour.
- o. Schedule of Plant and Equipment
- p. **C1.1 Form of Offer and Acceptance**
- q. **C1.2 Contract Data**
- r. **C2.2 Bills of Quantities**
- s. **C3 Scope of Work**
- t. **Annexures**

TENDER NUMBER: DPWFS (T) 006/2026
DESCRIPTION: APPOINTMENT OF A SUITABLY QUALIFIED CONTRACTOR, JOINT VENTURE OR CONSORTIUM FOR THE MAINTANANCE OF 11KV INDOOR SWITCHGEARS AT FIDEL CASTRO BUILDING IN BLOEMFONTEIN ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS.



PART T2: RETURNABLE DOCUMENTS

T2.2 - Returnable Schedules

TENDER NUMBER: DPWFS (T) 006/2026
DESCRIPTION: APPOINTMENT OF A SUITABLY QUALIFIED CONTRACTOR, JOINT VENTURE OR CONSORTIUM FOR THE MAINTANANCE OF 11KV INDOOR SWITCHGEARS AT FIDEL CASTRO BUILDING IN BLOEMFONTEIN ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS.



ANNEXURE A: RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	Title of Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signature:

Date:

Name and surname:

Position:

Tenderer:

TENDER NUMBER: DPWFS (T) 006/2026
DESCRIPTION: APPOINTMENT OF A SUITABLY QUALIFIED CONTRACTOR, JOINT VENTURE OR CONSORTIUM FOR THE MAINTANANCE OF 11KV INDOOR SWITCHGEARS AT FIDEL CASTRO BUILDING IN BLOEMFONTEIN ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS.



ANNEXURE B: PROPOSED AMENDMENTS AND QUALIFICATIONS

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signature:

Date:

Name and surname:

Position:

Tenderer:

TENDER NUMBER: DPWFS (T) 006/2026
DESCRIPTION: APPOINTMENT OF A SUITABLY QUALIFIED CONTRACTOR, JOINT VENTURE OR CONSORTIUM FOR THE MAINTANANCE OF 11KV INDOOR SWITCHGEARS AT FIDEL CASTRO BUILDING IN BLOEMFONTEIN ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS.



ANNEXURE D: COMPULSORY DECLARATION

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.

Section 1: Enterprise details

Name of enterprise	
Contact person	
Email	
Telephone	
Cell	
Fax	
Physical address	
Postal address	

Section 2: Particulars of companies and close corporations

Company / Closed Corporation registration number	
--	--

Section 3: SARS information

Tax reference number	
VAT registration number	(state Not Registered if not registered for VAT)

Section 4: CIDB registration number

CIDB Registration number (if applicable)	
--	--

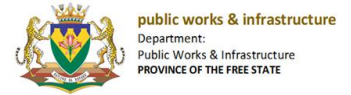
Section 5: Particulars of principals

principal: means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporations Act, 1984, (Act No. 69 of 1984).

Full name of principal	Identity number	Personal tax reference number

Attach separate page if necessary

TENDER NUMBER: DPWFS (T) 006/2026
DESCRIPTION: APPOINTMENT OF A SUITABLY QUALIFIED CONTRACTOR, JOINT VENTURE OR CONSORTIUM FOR THE MAINTANANCE OF 11KV INDOOR SWITCHGEARS AT FIDEL CASTRO BUILDING IN BLOEMFONTEIN ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS.



Section 6: Record in the service of the state

Indicate, by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

- | | |
|---|--|
| ☐ a member of any municipal council | ☐ an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999) |
| ☐ a member of any provincial legislature | |
| ☐ a member of the National Assembly or the National Council of Provinces | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the board of directors of any Municipal entity | ☐ an employee of Parliament of a provincial legislature |
| ☐ an official of any municipality or municipal entity | |

If any of the above boxes are marked, disclose the following:

Name of principal	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

Attach separate page if necessary

Section 7: Record of family member in the service of the state

family member: a person's spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption

Indicate, by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has been within the last 12 months in the service of any of the following:

- | | |
|---|--|
| ☐ a member of any municipal council | ☐ an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999) |
| ☐ a member of any provincial legislature | |
| ☐ a member of the National Assembly or the National Council of Provinces | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the board of directors of any Municipal entity | ☐ an employee of Parliament of a provincial legislature |
| ☐ an official of any municipality or municipal entity | |

If any of the above boxes are marked, disclose the following:

Name of family member	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

Attach separate page if necessary

Section 8: Record of termination of previous contracts with an organ of state

Was any contract between the tendering entities, including any of its joint venture partners, terminated during the past five years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract?

☐ Yes ☐ No (tick appropriate box)

If yes, provide particulars (insert separate page if necessary)

Section 9: Declaration

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the tendering entity, confirms that the contents of this Declaration are within my personal knowledge, save where stated otherwise in an attachment hereto, and to the best of my belief is both true and correct, and that:

- i) neither the name of the tendering entity, nor any of its principals, appears on:
 - a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004); or
 - b) National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za)
- ii) the tendering entity or any of its principals has not been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa) within the last five years;
- iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);
- iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers;
- v) the tendering entity has not engaged in any prohibited restrictive horizontal practices, including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract, etc.) or intention to not win a tender;
- vi) the tendering entity has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- vii) neither the tenderer nor any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity, and are not in arrears for more than three months;
- viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and, when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by National Treasury, for SARS to do likewise.

Signature:

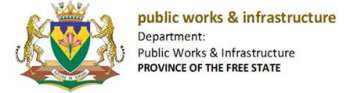
Date:

Name and surname:

Position:

Enterprise name:

TENDER NUMBER: DPWFS (T) 006/2026
DESCRIPTION: APPOINTMENT OF A SUITABLY QUALIFIED CONTRACTOR, JOINT VENTURE OR CONSORTIUM FOR THE MAINTANANCE OF 11KV INDOOR SWITCHGEARS AT FIDEL CASTRO BUILDING IN BLOEMFONTEIN ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS.



NOTE 1: The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that tenderers avoid conflicts of interest, only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with the Employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause 3.1 also requires tenderers to comply with all legal obligations.

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. municipalities and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in municipalities, from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding five years, or both. It is also a serious misconduct which may result in the termination of employment by the employer.

NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that municipalities and municipal entities should not award a contract to a person who is in the service of the State, a director, manager or principal shareholder in the service of the State or who has been in the service of the State in the previous twelve months.

NOTE 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the State.

NOTE 5: Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2001, include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract, and the manipulating by any means of the award of a tender.

NOTE 6: Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice, including agreements between parties in a horizontal relationship, which have the effect of substantially preventing or lessening competition, directly, or indirectly fixing prices or dividing markets or constituting collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

TENDER NUMBER: DPWFS (T) 006/2026
DESCRIPTION: APPOINTMENT OF A SUITABLY QUALIFIED CONTRACTOR, JOINT VENTURE OR CONSORTIUM FOR THE MAINTANANCE OF 11KV INDOOR SWITCHGEARS AT FIDEL CASTRO BUILDING IN BLOEMFONTEIN ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS.



ANNUAL FINANCIAL STATEMENTS DECLARATION

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

- 1) The enterprise's financial year end is
- 2) The enterprise's financial statements have been prepared in accordance with the provisions of the Companies Act of 2008 or the Close Corporation Act of 1984, as applicable
- 3) The enterprise has compiled its financial accounts [tick one box]:
☐ internally ☐ independently
- 4) The following statement applies to the enterprise [tick one box and provide relevant information]
☐ enterprise has had its financial statements audited; name of auditor
☐ enterprise is required by law to have an independent review of its financial statements name of independent reviewer
☐ enterprise has not had its financial statements audited and is not required by law to have an independent review or audit of such statements
- 5) The attached income statement and balance sheet is a true extract from the financial statements complying with applicable legislation for the preceding financial year within 12 months of the financial year end.
[Attach the income statement and the balance sheet contained in the financial statement]
- 6) The annual turnover for the last financial year is R
- 7) The total assets as at the end of the last financial year is R
- 8) The total liabilities as at the end of the financial year is R

I hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct.

Signature:

Date:

Name and surname:

Position:

Tenderer:

TENDER NUMBER: DPWFS (T) 006/2026
DESCRIPTION: APPOINTMENT OF A SUITABLY QUALIFIED CONTRACTOR, JOINT VENTURE OR CONSORTIUM FOR THE MAINTANANCE OF 11KV INDOOR SWITCHGEARS AT FIDEL CASTRO BUILDING IN BLOEMFONTEIN ON BEHALF FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS.



RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at..... (place) on.....(date)

RESOLVED that:

- 1 The Enterprise submits a Tender to the Department of Public Works and Infrastructure, Free State Province in respect of the following project:

.....
 (project description as per Tender Document)

Tender Number:(Tender Number as per Tender Document)

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

and who will sign as follows:be, and is hereby, authorised to sign the

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

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			

Note:

1. * Delete which is not applicable.
2. **NB.** This resolution must be signed by all the Directors / Members / Partners of the Tendering Enterprise.

ENTERPRISE STAMP

TENDER NUMBER: DPWFS (T) 006/2026
DESCRIPTION: APPOINTMENT OF A SUITABLY QUALIFIED CONTRACTOR, JOINT VENTURE OR CONSORTIUM FOR THE MAINTANANCE OF 11KV INDOOR SWITCHGEARS AT FIDEL CASTRO BUILDING IN BLOEMFONTEIN ON BEHALF FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS.



RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

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

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

held at.....(place) on.....(date)

RESOLVED that:

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

.....
.....
(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the consortium/joint venture) to the Department of Public Works and Infrastructure, Free State Province in respect of the following project:

.....
.....
(Project description as per Tender Document)

Tender Number: (Tender Number as per Tender Document)

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

and who will sign as follows: be, and is hereby, authorised to sign 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 accept joint and several liability with the parties listed under item 1 above for the due fulfillment 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 choose 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: (code)..... (number)..... Fax number.....

TENDER NUMBER:

DPWFS (T) 006/2026

DESCRIPTION:

APPOINTMENT OF A SUITABLY QUALIFIED CONTRACTOR, JOINT VENTURE OR CONSORTIUM FOR THE MAINTANANCE OF 11KV INDOOR SWITCHGEARS AT FIDEL CASTRO BUILDING IN BLOEMFONTEIN ON BEHALF FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS.



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Public Works & Infrastructure
PROVINCE OF THE FREE STATE

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

Note:

1. * Delete which is not applicable.
2. **NB.** This resolution must be signed by all the Directors / Members / Partners of the Tendering Enterprise.
3. Should the number of Directors / Members / Partners exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.

ENTERPRISE STAMP

TENDER NUMBER: DPWFS (T) 006/2026
DESCRIPTION: APPOINTMENT OF A SUITABLY QUALIFIED CONTRACTOR, JOINT VENTURE OR CONSORTIUM FOR THE MAINTANANCE OF 11KV INDOOR SWITCHGEARS AT FIDEL CASTRO BUILDING IN BLOEMFONTEIN ON BEHALF FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS.



public works & infrastructure
Department:
Public Works & Infrastructure
PROVINCE OF THE FREE STATE

SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1	_____

2	_____

3	_____

4	_____

5	_____

6	_____

7	_____

8	_____

Held at _____ (place) on _____ (date)

RESOLVED that:

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

(Project description as per Tender Document)

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

- B. Mr. / Mrs. / Ms.:

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

and who will sign as follows: _____

TENDER NUMBER:

APPOINTMENT OF A SUITABLY QUALIFIED CONTRACTOR, JOINT VENTURE OR CONSORTIUM FOR THE MAINTANANCE OF 1KV INDOOR SWITCHGEARS AT FIDEL CASTRO BUILDING IN BLOEMFONTEIN ON BEHALF FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS.



APPOINTMENT OF A SUITABLY QUALIFIED CONTRACTOR, JOINT VENTURE OR CONSORTIUM FOR THE MAINTANANCE OF 1KV INDOOR SWITCHGEARS AT FIDEL CASTRO BUILDING IN BLOEMFONTEIN ON BEHALF FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS.

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

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

Physical address:

(code)

Postal address:

(code)

Telephone number: (code) (number) Fax number

TENDER NUMBER: DPWFS (T) 006/2026
DESCRIPTION: APPOINTMENT OF A SUITABLY QUALIFIED CONTRACTOR, JOINT VENTURE OR CONSORTIUM FOR THE MAINTANANCE OF 11KV INDOOR SWITCHGEARS AT FIDEL CASTRO BUILDING IN BLOEMFONTEIN ON BEHALF FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS.



public works & infrastructure
 Department:
 Public Works & Infrastructure
 PROVINCE OF THE FREE STATE

SBD 1

**PART A
 INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE					
BID NUMBER:	DPWFS (T) 006/2026	CLOSING DATE:	24 AUGUST 2026	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SUITABLY QUALIFIED CONTRACTOR, JOINT VENTURE OR CONSORTIUM FOR THE MAINTANANCE OF 11KV INDOOR SWITCHGEARS AT FIDEL CASTRO BUILDING IN BLOEMFONTEIN ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Ground Floor (Main Entrance Foyer)					
O.R Tambo House (Lebohang Building);					
Cnr. Markgraaff and St Andrews Street,					
Bloemfontein, 9301					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr. M. Kolobe		CONTACT PERSON	Mr. Tsietsi Mokoena	
TELEPHONE NUMBER	051 492 3886 / 1750		TELEPHONE NUMBER	051 403 7833	
FACSIMILE NUMBER			FACSIMILE NUMBER	n/a	
E-MAIL ADDRESS	kolobem@fsworks.gov.za		E-MAIL ADDRESS	mokoennatt@fsworks.gov.za	
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					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

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SBD 1

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 IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
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 VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES / NO**

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES / NO**

2.2.1 If so, furnish particulars:

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES / NO**

2.3.1 If so, furnish particulars:

.....

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

SBD 4

3. DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

Signature..... Date.....

Position..... Name of Bidder

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

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

a) The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

- (a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

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SBD 6.1

- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80 / 20

90 / 10

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

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

Where

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmin	=	Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80 / 20

90 / 10

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

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

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SBD 6.1

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Race: 100% Black ownership	6	
Gender: 51% to 100% owned by Women	6	
Free State based companies 100%	4	
People living with Disability: 51% to 100% owned by people with disabilities	2	
Youth ownership: 51% to 100% owned by Youth	2	
Total Points Claimed out	20	

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SBD 6.1

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:
- 4.5. TYPE OF COMPANY/ FIRM
- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company
- [TICK APPLICABLE BOX]
- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

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SCHEDULE OF PLANT AND EQUIPMENT

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SCHEDULE OF PLANT AND EQUIPMENT

The following are lists of major items of relevant equipment that I / we presently own or lease and will have available for this contract or will acquire or hire for this contract if my / our tender is accepted.

(a) Details of major equipment that is owned by and immediately available for this contract.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

(b) Details of major equipment that will be hired or acquired for this contract if my / our tender is acceptable.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signature..... Date.....

Name and surname..... Position.....

Tenderer.....

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Schedule of the Tenderer's Experience (Particulars of Tenderers Projects)

FORM: PARTICULARS OF TENDERERS PROJECTS			
Project title:	APPOINTMENT OF A SUITABLY QUALIFIED CONTRACTOR, JOINT VENTURE OR CONSORTIUM FOR THE MAINTANANCE OF 11KV INDOOR SWITCHGEARS AT FIDEL CASTRO BUILDING IN BLOEMFONTEIN ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS.		
Contract no:	DPWFS (T) 006/2026	Closing date:	24 August 2026
Advertising date:	17 July 2026	Validity period:	90 days

Note: The Tenderer is required to furnish the following particulars and to attach additional pages if more space is required. Failure to furnish the particulars will result in the tender offer being disqualified from further consideration.

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

1.1. Current projects: Appointment letter(s) must be provided to buttress the information supplied below.

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

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Projects currently engaged in		Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commencement date	Contractual completion date	Present progress
7							
8							
9							
10							
11							
12							
Name of Tenderer		Signature			Date		

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1.2. Completed projects: Both appointment letter(s) and completion certificates linked to the project(s) listed below must be provided to buttress the information provided.

Projects completed in the previous 7 (seven) 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						
10						

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Projects completed in the previous 7 (seven) 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
11							
12							
Name of Tenderer		Signature			Date		

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Resource Information Sheet (CV) – Qualified Electrical Technician / Technologist / Engineer who will be committed to the project at all times.

Professional Registration(s):	
Professional Registration Number(s):	
Date of Birth:	
ID number:	
Employed by:	
Number of years with current employer:	
Position held with current employer:	

NAME AND SURNAME OF THE RESOURCE:

CONTACT NUMBER OF THE RESOURCE:

SIGNATURE OF THE RESOURCE:

EMAIL ADDRESS OF THE RESOURCE:

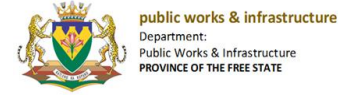
DATE:

TENDER NUMBER:

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Key projects worked on (align to evaluation requirements)	Name of project	Role in Project	Project Value	Duration of Project	Project Start Date	Project End Date	Reference Name	Reference Contact number
1								
2								
3								
4								
5								
6								
7								
8								

TENDER NUMBER:

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Key projects worked on (align to evaluation requirements)	Name of project	Role in Project	Project Value	Duration of Project	Project Start Date	Project End Date	Reference Name	Reference Contact number
9								
10								
11								
12								
13								
14								
15								
16								

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Key projects worked on (align to evaluation requirements)	Name of project	Role in Project	Project Value	Duration of Project	Project Start Date	Project End Date	Reference Name	Reference Contact number
17								
18								
In your opinion why would you be the right resource for this project, based on your experience?								

I.....(full Name & Surname) give consent to (Name of Company)
to use my CV and qualifications to apply for the following tender: (Tender number) at the Department of Public Works and Infrastructure.

CONTACT NUMBER OF THE RESOURCE:

SIGNATURE OF THE RESOURCE:

EMAIL ADDRESS OF THE RESOURCE:

DATE:

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Resource Information Sheet (CV) – Red Seal Trade Tested Tradesman Aid who will be committed to the project at all times.

Professional Registration(s):	
Professional Registration Number(s):	
Date of Birth:	
ID number:	
Employed by:	
Number of years with current employer:	
Position held with current employer:	

NAME AND SURNAME OF THE RESOURCE:

CONTACT NUMBER OF THE RESOURCE:

SIGNATURE OF THE RESOURCE:

EMAIL ADDRESS OF THE RESOURCE:

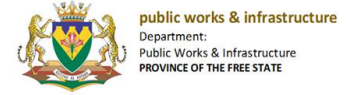
DATE:

TENDER NUMBER:

DPWFS (T) 006/2026

DESCRIPTION:

APPOINTMENT OF A SUITABLY QUALIFIED CONTRACTOR, JOINT VENTURE OR CONSORTIUM FOR THE MAINTANANCE OF 11KV INDOOR SWITCHGEARS AT FIDEL CASTRO BUILDING IN BLOEMFONTEIN ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS.



Key projects worked on (align to evaluation requirements)	Name of project	Role in Project	Project Value	Duration of Project	Project Start Date	Project End Date	Reference Name	Reference Contact number
1								
2								
3								
4								
5								
6								
7								
8								

TENDER NUMBER:

DPWFS (T) 006/2026

DESCRIPTION:

APPOINTMENT OF A SUITABLY QUALIFIED CONTRACTOR, JOINT VENTURE OR CONSORTIUM FOR THE MAINTANANCE OF 11KV INDOOR SWITCHGEARS AT FIDEL CASTRO BUILDING IN BLOEMFONTEIN ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS.



Key projects worked on (align to evaluation requirements)	Name of project	Role in Project	Project Value	Duration of Project	Project Start Date	Project End Date	Reference Name	Reference Contact number
9								
10								
11								
12								
13								
14								
15								
16								

TENDER NUMBER:

DPWFS (T) 006/2026

DESCRIPTION:

APPOINTMENT OF A SUITABLY QUALIFIED CONTRACTOR, JOINT VENTURE OR CONSORTIUM FOR THE MAINTANANCE OF 11KV INDOOR SWITCHGEARS AT FIDEL CASTRO BUILDING IN BLOEMFONTEIN ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS.



Key projects worked on (align to evaluation requirements)	Name of project	Role in Project	Project Value	Duration of Project	Project Start Date	Project End Date	Reference Name	Reference Contact number
17								
18								
In your opinion why would you be the right resource for this project, based on your experience?								

I.....(full Name & Surname) give consent to (Name of Company)
to use my CV and qualifications to apply for the following tender: (Tender number) at the Department of Public Works and Infrastructure.

CONTACT NUMBER OF THE RESOURCE:

SIGNATURE OF THE RESOURCE:

EMAIL ADDRESS OF THE RESOURCE:

DATE:

TENDER NUMBER: DPWFS (T) 006/2026
DESCRIPTION: APPOINTMENT OF A SUITABLY QUALIFIED CONTRACTOR, JOINT VENTURE OR CONSORTIUM FOR THE MAINTANANCE OF 11KV INDOOR SWITCHGEARS AT FIDEL CASTRO BUILDING IN BLOEMFONTEIN ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS.



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THE CONTRACT

Based on NEC4 Term Service Short Contract

PART C1: AGREEMENT AND CONTRACT DATA

C1.1 - Form of Offer and Acceptance

TENDER NUMBER: DPWFS (T) 006/2026
DESCRIPTION: APPOINTMENT OF A SUITABLY QUALIFIED CONTRACTOR, JOINT VENTURE OR CONSORTIUM FOR THE MAINTANANCE OF 11KV INDOOR SWITCHGEARS AT FIDEL CASTRO BUILDING IN BLOEMFONTEIN ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS.



C1.1 Form of Offer and Acceptance

Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: DPWFS (T) 002/2026: Appointment of a suitably qualified contractor, joint venture or consortium for the maintenance of 11kv indoor switchgears at Fidel Castro Building in Bloemfontein on behalf of the Free State Department of Public Works and Infrastructure for a period of three (3) years.

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 OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

The offered total Price exclusive of Vat is:	R
VAT @ 15%	R
The offered total Price inclusive of Vat is:	R
Rands in words:	

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.

Signature.....Date.....

Name and Surname.....Capacity.....

for the Tenderer

Name of organization.....

Address of
organization.....
.....
.....

Name of witness.....

Signature of witness.....

TENDER NUMBER: DPWFS (T) 006/2026

DESCRIPTION: APPOINTMENT OF A SUITABLY QUALIFIED CONTRACTOR, JOINT VENTURE OR CONSORTIUM FOR THE MAINTANANCE OF 11KV INDOOR SWITCHGEARS AT FIDEL CASTRO BUILDING IN BLOEMFONTEIN ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS.



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Acceptance

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

The terms of the contract are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work. Service information
- Part C4: Site information
- Part C5: Additional returnable Documents

and documents or parts thereof, which may be incorporated by reference into Parts 1 to 5 above.

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five working days of the date of such receipt 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.

Signature..... Date.....

Name and Surname: **MR. M. TSHABALALA**

Capacity: **HEAD: DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE**

for the Employer

DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE
P.O Box 690
Bloemfontein

Name and surname of witness

Signature of witness.....

Date.....

Schedule of Deviations

Schedule of Deviations

1.

Subject.....

Details

.....

.....
2.

Subject.....

Details

.....

.....
3.

Subject.....

Details

.....

.....
4.

Subject.....

Details

.....

.....
5.

Subject.....

Details

.....

.....

By the duly authorized 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.

TENDER NUMBER: DPWFS (T) 006/2026
DESCRIPTION: APPOINTMENT OF A SUITABLY QUALIFIED CONTRACTOR, JOINT VENTURE OR CONSORTIUM FOR THE MAINTANANCE OF 11KV INDOOR SWITCHGEARS AT FIDEL CASTRO BUILDING IN BLOEMFONTEIN ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS.



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PART C1: AGREEMENT AND CONTRACT DATA

C1.2 - Contract Data

CONTRACT PERIOD

36 MONTHS

TENDER NUMBER: DPWFS (T) 006/2026

DESCRIPTION: APPOINTMENT OF A SUITABLY QUALIFIED CONTRACTOR, JOINT VENTURE OR CONSORTIUM FOR THE MAINTANANCE OF 11KV INDOOR SWITCHGEARS AT FIDEL CASTRO BUILDING IN BLOEMFONTEIN ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS.

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	X1: Price adjustment for inflation
		X2: Changes in the law
		X17 Low service damages
		X18: Limitation of liability
		Z: <i>Additional conditions of contract</i>
	of the NEC4 Term Service Contract	
10.1	The <i>Employer</i> is (name):	Free State Department of Public Works and Infrastructure
	Address	HOD Office OR-Tambo House, St Andrews Street, Bloemfontein, 9301
	Represented by HOD	Mr. Molato Tshabalala
	Tel No.	051 492 3734
	Fax No.	N/A
10.1	The <i>Service Manager</i> is	Mokoena Tsietsi
	Address	21 Old Salga House, Mandela drive, Bfn,9301
	Tel	051 403 7833
	e-mail	mokoennatt@fsworks.gov.za
	The <i>Supervisor</i> is	Coen Engelbrecht
	Address	Fidel Castro Building, Merriam Makeba, BFN, 9301
	Tel	051 405 4888
	e-mail	engelbrechtc@fsworks.gov.za
	Occupational Health and Safety – Delegate	N/A
	Address	N/A
	Tel	N/A
	e-mail	N/A

TENDER NUMBER:

DPWFS (T) 006/2026

DESCRIPTION:

APPOINTMENT OF A SUITABLY QUALIFIED CONTRACTOR, JOINT VENTURE OR CONSORTIUM FOR THE MAINTANANCE OF 11KV INDOOR SWITCHGEARS AT FIDEL CASTRO BUILDING IN BLOEMFONTEIN ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS.



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Clause	Statement	Data
11.2.(13)	The works include but are not limited to the following:	Maintenance of 11kV Indoor Switchgears at Fidel Castro building for the period of three (03) years.
11.2.(15)	The Service Area	Fidel Castro Building, Merriam Makeba Street, Bloemfontein, 9301
11.2(16)	The <i>Service Period</i>	36 Months after site handover
12.2	The law of the contract	The law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa
13.1	The language of the contract is	English
13.2	Communication System	All communication must be in writing-
13.3	The period for reply is	1 week
2	<i>The Contractor's main responsibilities</i>	Is to provide service provided in the scope
3	<i>Time</i>	
30.1	The service period	The service period is 36 Months
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	2 weeks after the Contract Starting Date
31.1	The <i>starting date</i> is	Starting date: The contractor shall, within two weeks of the written acceptance by the employer of the contractor's tender offer, deliver an acceptable performance bond and provide proof of requested insurances to the employer after which the starting date will commence upon the contractor's receipt of one fully completed signed copy of this document, including the schedule of deviations (if any) as contained in the Form of Offer and Acceptance
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	1 week
33.1	Task order program	The contractor to submit task order program
4	<i>Quality Management</i>	
41.3	The contractor to inform Service manager about test	1 week in advance
43.3	The <i>defect correction period</i> is	1 week
5	<i>Payment</i>	
50.1	The <i>assessment interval</i> is	4 weeks

TENDER NUMBER:

DPWFS (T) 006/2026

DESCRIPTION:

APPOINTMENT OF A SUITABLY QUALIFIED CONTRACTOR, JOINT VENTURE OR CONSORTIUM FOR THE MAINTANANCE OF 11KV INDOOR SWITCHGEARS AT FIDEL CASTRO BUILDING IN BLOEMFONTEIN ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS.



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Clause	Statement	Data
51.2	The period within which payments are made is	4 weeks (30 Days) from date of certification
51.4	The <i>interest rate</i> is	0 % per annum above the prime lending rate of the South African Banks.
7	Title	There is no reference to Contract Data in this section
8	Liabilities and insurance	
80.1	These are additional <i>Employer's</i> risks	Not applicable
83.1	The Contractor provides these additional insurances: 1. A Coupon Policy for Special Risks Insurance issued by the South African Special Risks Insurance Association	
83.2	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service for any one event is:	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) caused by activity in connection with this contract for any one event is R 5 000 000.00 in respect of each claim, without limit to the number of claims
83.2	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract for any one event is R 5 000 000.00
83.2		The insurance against loss of or damage to the works, Plant and Materials is to include cover for Plant and Materials provided by the Employer for an amount of R 3 000 000.00
9	Termination	As per contract
10	Data for main Option clause	A Priced contract with price list
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is (Name) Address Tel No. Fax No.	The Adjudicator will be appointed when the dispute arises

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DESCRIPTION:

APPOINTMENT OF A SUITABLY QUALIFIED CONTRACTOR, JOINT VENTURE OR CONSORTIUM FOR THE MAINTANANCE OF 11KV INDOOR SWITCHGEARS AT FIDEL CASTRO BUILDING IN BLOEMFONTEIN ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS.



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Clause	Statement	Data
	e-mail	
W1.2(3)	The <i>Adjudicator nominating body</i> is:	The Adjudicator nominating body is the Electrical contractor association (ECA) or the Electrical contractors board (ECB)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
W1.4(5)	The place where arbitration is to be held is	Free State
	The person or organisation who will choose an arbitrator	The Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
	- if the Parties cannot agree a choice or	
	- if the arbitration procedure does not state who selects an arbitrator, is	
12	Data for secondary Option clauses	
X1	Price adjustment for inflation	
X1.1(a)	The <i>base date</i> for indices is the <i>month prior tender closing date</i>	
	The price adjustment shall be applicable to Equipment. Equipment listed and quantified in X3 shall be excluded from this calculation. The value of the monthly certificate shall be adjusted by multiplying sum of all the applicable schedules (Ac) with the Contract Price Adjustment Factor, rounded off to the fourth decimal place, determined by the formulae below:	
	$(1 - X) [A(L_t / L_b) + A(M_t / M_b) - 1]$	
	X – proportion of Ac which is not subject to adjustment	
	A – proportion of the Labour Index	
	B – proportion of the Material Index	
	M _t – specific index for particular month	
	M _b – specific index for base month	
X1.1(c)	The proportions used to calculate the Price Adjustment Factor are:	
	Proportion	Linked to Index for
	0.15	Labour Index
		Index Prepared by
		“Consumer Price Index” for Bloemfontein as published by Statistics South Africa in Statistical Release P0141: Consumer Price Index: Additional Tables: Table 14 – CPI - all items, according to area.

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Clause	Statement	Data
	Proportion	Linked to Index for
	0.60	Material Index
		Index Prepared by
		“Electrical Engineering” index as published by Statistics South Africa in Statistical Release P0151: Contract Price Adjustment Provisions (CPAP) Work Groups and Selected Materials Indices: Table 3: Producer Price Index for materials used in certain industries.
	0.25	Non-adjustable
	1.00	
X3	Multiple currencies	
X3.1	All imported materials Equipment shall listed and quantified by the contractor indicating the applicable rate of exchange at the time of submission of the bid – these shall be excluded from clause X1 and shall only be adjusted in terms of rate of exchange fluctuations with application of the following formulae:	
	$R = X (Y/Z - 1)$	
	R – the amount in Rands of adjustment	
	X – the total amount in Rands of the imported item	
	Y – exchange rate at closing date of tender	
	Z – exchange rate at date of payment to supplier	
X3.2	No limit	
X17	Low service damages	If a part of the service does not meet the service level stated in the service level table, the Contractor pays the amount of low service damages stated in the service level table.
X13	Performance bond	
X13.1	The form of the performance bond	Pro Forma Construction Guarantee
X13.1	The amount of the performance bond is	10% of the Contract Sum in the form of offer and acceptance. (Submitted within a month after contract signing) or 10% Retention will be deducted.
X18	Limitation of liability	
X18.1		
X18.2	The Contractor’s liability to the Employer for indirect or consequential loss is limited to:	Unlimited – The Contractor will be liable for the damage caused.

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Clause	Statement	Data
X18.3	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to	The greater of the total of the Prices at the Contract Date and the amounts excluded and unrecoverable from the <i>Employer's</i> assets policy for correcting the Defect (other than the resulting physical damage which is not excluded) plus R15 million first amount payable in terms of the <i>Employer's</i> assets policy.
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	The total of the Prices other than for the Additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for Defects due to his design which arise before the Defects certificate is issued, Defects due to manufacture and fabrication outside the Site, loss of or damage to property (other than the <i>works</i> , Plant and Materials), death of or injury to a person and infringement of an intellectual property right.
Z	Additional conditions of contract	The additional conditions of contract:
Z1	Tax invoices	The Contractor's invoice. The Contractor submits his valid tax invoice one week after receiving a payment certificate from the Project Manager in terms of clause 51.1. Where the Contractor does not submit his valid tax certificate within the time required: - the period within which payment is made in terms of clause 51.2 and - the time allowed in clause 91.4 are extended by the length of time from the date when the Contractor should have submitted his valid tax invoice to the date when he does submit it.
Z2	Communications	Add to the end of the first sentence in core Clause 13.1: "excluding communication by a communications protocol allowing the interchange of short text messages between mobile telephone devices"
Z4	Notification of a compensation event	Replace "eight weeks" in clause 61.3 with "four weeks".
Z5	Acts or omissions by mandatories	In terms of Section 37(2) of the Occupational health and Safety Act of 1993 (Act 85 of 1993), the Contractor hereby agrees that the Employer is relieved of any and all of its liabilities in terms of Section 37(1) of this Act in respect of any acts or omissions of the Contractor and his employees to the extent permitted by this Act, and that this contract comprises the written agreement between the Employer and the Contractor contemplated in section 37(2).

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Clause	Statement	Data
Z6	Risk Register	The Contractor shall establish, maintain and update the Risk Register: • Issue an initial Risk Register within two weeks of Contract Date, • Review and update the register at each monthly coordination meeting, • Submit the updated Risk Register to the Service Manager at least seven days before each early warning meeting.
Z7	Sub-Contracting	No subcontracting will be allowed. The services provider must be capable of doing the maintenance

Part C1.2 Contract Data

The Contractor is advised to read the NEC4 Term Service Contract (June 2017) and the relevant Guidance Notes and Flow Charts, published by the Institution of Civil Engineers, in order to understand the implications of this Data which is required. Copies of these documents may be obtained from Engineering Contract Strategies (telephone (27) 011-803-3008).

Each item of data given below is cross-referenced to the clause in the NEC4 Term Services Contract to which it mainly applies.

Part two - Data provided by the Contractor

10.1

The Contractor is (Name):

Address:

Tel No.:

Fax No.:

E-mail address:

The tendered total of the Prices is In the document C.1: Form of Offer and Acceptance

- The key persons are
 - (1) Name
Job
Responsibilities
Qualifications
Experience.....
 - (2) Name
Job
Responsibilities
Qualifications
Experience.....
.....
.....
- The following matters will be included in the Risk Register
.....

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PART C2: PRICING DATA

C2.1 – Pricing Assumption

C2.1 Pricing Assumptions:

The conditions of contract

Priced schedule to be priced in conjunction with the requirements within the scope of works of this project and all allowances to be priced for as per the specifications in the scope of works.

The adjustment of the preliminaries shall be according to the SERVICE LEVEL AGREEMENT as agreed and signed.

1 GENERAL ASSUMPTIONS

The Prices and rates stated for each item in the *Price Schedule / Bill of Quantities* shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the *Service provider* in carrying out or providing that item.

An item against which no Price is entered will be treated as covered by other Prices or rates in the *Price Schedule / Bill of Quantities*. The short descriptions of the items of payment given in the *Price Schedule / Bill of Quantities* are only for the purposes of identifying the items. Detail regarding the extent of the work entailed under each item is provided in the Works Information / Scope of works.

2 PRICE SCHEDULE / BILLS OF QUANTITIES / LUMP SUM DOCUMENT

The Price Schedule document forms part of and must be read and priced in conjunction with all the other documents forming part of the contract documents, the Standard Conditions of Bid, Conditions of Contract, Standard Preambles to all Trades, Specifications, Drawings and all other relevant documentation.

3 VALUE ADDED TAX

The bid price must include Value Added Tax (VAT). All rates, budgetary allowances, etc. in the Bills of Quantities must however be net (exclusive of VAT) with VAT calculated and added to the Total Value thereof in the Final Summary.

4 TIMELY ORDERING OF MATERIALS

The Service provider is warned to place all orders for materials or special articles as early as possible, as he will be held solely responsible for any delay in the delivery of such goods. Nevertheless, this Bid is conditional upon no liability being attached to the Service provider if delivery of materials is rendered impossible by reason of any act of the Government.

5 IMPORT PERMITS, DUTIES AND SURCHARGES.

For all maintenance work the bidders should make allowance for import duties, permits and surcharges in their rates provided.

For Additional / Ad hoc works, all Bids, by means of which imported products are being called for, must use the rate of exchange the day prior to the closing date indicated in the Bid documents. If this day falls on a weekend or public holiday, the next working day must be used.

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DESCRIPTION: **APPOINTMENT OF A SUITABLY QUALIFIED CONTRACTOR, JOINT VENTURE OR CONSORTIUM FOR THE MAINTANANCE OF 11KV INDOOR SWITCHGEARS AT FIDEL CASTRO BUILDING IN BLOEMFONTEIN ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS.**



Furthermore, Bidders must submit documentary proof (in the form of a certified copy) from their bank or legally recognized financial institution, clearly indicating what the rate of exchange was prior to the closing date, as mentioned above.

Together with this, the Bidder must confirm that the Bid price relating to an imported product was based on the rate of exchange prior to the closing date as mentioned above.

6 PRICES FOR VARIATIONS

Where prices or quotations for variations are submitted by the Service provider during the currency of the Contract, it is to be clearly understood that these are for the purpose of consideration by the Head of the Department Public Works and Infrastructure; and that there is no assumption of acceptance. The Service provider will be notified of acceptance of prices or quotations either by insertion of the amount on the variation order or by written intimation.

7 BROAD BASED BLACK ECONOMIC EMPOWERMENT

- 7.1 It is the deliberate policy of the Provincial Administration of Free State to foster and to encourage the economic empowerment of Black South Africans. This policy will be implemented without prescription and without prejudicing the principles and the integrity of the Provincial Administration of Free State. Subject to these constraints and also subject to good business practice and commercial consideration, it is therefore considered appropriate that the Provincial Administration of Free State should encourage business relationships with companies which actively pursue Affirmative Action and Black Economic Empowerment Programmes.
- 7.2 In responding to this Bid you are therefore encouraged to devote attention to these two subjects of Affirmative Action and Economic Empowerment. In addition, in considering the appointment of sub-contractors, you are requested to extend the spirit of these policies.
- 7.3 The foregoing enunciations of this policy are not intended to be prescriptive nor to preclude any individual or operation from responding to this Bid.

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Measurement and payment Symbols

The units of measurement described in the Price Schedule/ Bill of Quantities are metric units abbreviated as follows:

Abbreviation	Unit
%	percent
h	hour
ha	hectare
kg	kilogram
kl	kilolitre
km	kilometre
km-	pass kilometre-pass
kPa	kilopascal
kW	kilowatt
l	litre
m	metre
mm	millimetre
m ²	square metre
m ² -pass	pass square metre pass
m ³	cubic metre
MN	meganewton
MPa	megapascal
No.	number
Prov sum ³	provisional sum
PC-	sum prime cost sum
R/only	Rate only
sum	Lump sum
t	ton (1030kg)
W/day	Work day
SP	Service Provider
SM	Service Manager
DPW&I	Department of Public Works and Infrastructure

Departures from the *method of measurement*

Amplification of or assumptions about measurement items

For the avoidance of doubt the following is provided to assist in the interpretation of descriptions given in the *method of measurement*. In the event of any ambiguity or inconsistency between the statements in the *method of measurement* and this section, the interpretation given in this section shall be used.

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PART C2: PRICING DATA

C2.2 – Price Schedule / Bills of Quantities

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C2.2 Price Schedule:

Item 1: Major Maintenance (Once off)

Item	Description	Unit	Qty	Rate	Total
	SCHEDULE NO. 1				
	Equipment Maintenance				
1.1	Assessment report				
	Update the single line diagram from Centlec incoming to the point of consumption, make an A0 frame on each substation (5) and electronic and soft copies to the engineer.	item	1	R	
	Update the schedule of equipment and label the feeders correctly	item	1	R	
1.2	EF/OC protection Relay				
	OC/EF Protection Relay Secondary Injection Test. Current inj. on Relays, check Ammeters, Check & Repair "on" "off" indication	no	9	R	
1.3	Vacuum Circuit Breakers				
	Vacuum Circuit Breaker Service, Maintenance and Testing. (Mechanism service, Ductor Tests, VLF Pressure Tests and Speed Tests, PD Test, Termination inspection)	no	9	R	
1.4	Busbars				
	Busbar Service and Maintenance (Remove and Clean Busbars) (Retorque nuts and bolts, New Putty and Tape, Pressure Test)	no	9	R	
1.5	RMU				
	SF6 Insulated RMU				
	Routine inspection and relay testing as per manufacturers recommendations	no	2	R	
	Isolation and switching	no	9	R	
1.6	Panels and Shuttles				
	Inspection, Cleaning of Panels, Adjust Shutters, labelling. (Clean carbon and dust on all compartments, adjust shutters to avoid trekking), supply and install indicator lights and replace the shutter handles.	no	9	R	
1.7	OHS Compliance (Provide details of OHS Provision)				
1.7.1		item	1	R	
1.7.2		item	1	R	
	Total carried forward to summary of schedules				R

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Item 2: Scheduled Maintenance

Item	Description	Unit	Qty	Bi-annually	Rate	Total
	<u>SCHEDULE NO. 2</u>					
	<u>Equipment Maintenance</u>					
2.1	<u>EF/OC protection Relay</u>					
	OC/EF Protection Relay Secondary Injection Test. Current inj. on Relays, check Ammeters, Check & Repair "on" "off" indication	no	9	2	R	R
2.2	<u>Vacuum Circuit Breakers</u>					
	Vacuum Circuit Breaker Service, Maintenance and Testing. (Mechanism service, Ductor Tests, VLF Pressure Tests and Speed Tests, PD Test, Termination inspection)	no	9	2	R	R
2.3	<u>Busbars</u>					
	Busbar Service and Maintenance (Remove and Clean Busbars) (Retorque nuts and bolts, New Putty and Tape, Pressure Test))	no	9	2	R	R
2.4	<u>RMU</u> SF6 Insulated RMU					
	Routine inspection and relay testing as per manufacturers recommendations	no	2	2	R	R
	Isolation and switching	no	9	2	R	R
2.5	<u>Panels and Shuttles</u>					
	Inspection, Cleaning of Panels, Adjust Shutters, labelling. (Clean carbon and dust on all compartments, adjust shutters to avoid trekking)	no	9	2	R	R
2.6	Items deemed necessary					
2.6.1		item	1	2	R	R
2.6.2		item	1	2	R	R
2.7	OHS Compliance (Provide details of OHS Provision)					
2.7.1		item	1	2	R	R
2.7.2		item	1	2	R	R
2.7.3		item	1	2	R	R
					Sub-total A	R
2.7	<u>Escalations</u>					
	% Escalation of rates Year 2	Sub-total A	%		R	R
	% Escalation of rates Year 3	Escalation year 2	%		R	R
	Total carried forward to summary of schedules					R

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Item 3: Call out fees on scheduled and unscheduled visits

3	<u>Ad Hoc Work</u>				
3.1	<u>Call Out - Normal Working Hours (7:30am to 4:00pm)</u>				
3.1.1	Technician/Technologist/Engineer	rate/hr	1	R	Rate Only
3.1.2	Red Seal Trade Test Tradesman Aid	rate/hr	1	R	Rate Only
3.1.3	Assistant	rate/hr	1	R	Rate Only
3.2	<u>Call Out - Weekdays After Working Hours (4:01pm to 7:29am)</u>		1	R	
3.2.1	Technician/Technologist/Engineer	rate/hr	1	R	Rate Only
3.2.2	Red Seal Trade Test Tradesman Aid	rate/hr	1	R	Rate Only
3.2.3	Assistant	rate/hr	1	R	Rate Only
3.3	<u>Call Out - Weekends and Public Holidays</u>				
3.3.1	Technician/Technologist/Engineer	rate/hr	1	R	Rate Only
3.3.2	Red Seal Trade Test Tradesman Aid	rate/hr	1	R	Rate Only
3.3.3	Assistant	rate/hr	1	R	Rate Only
3.4	<u>Travel</u>				
3.4.1	Rate per km	Unit	1	AA	Rates
3.4.2	Travel distance	Unit	1	AA	Rates

	% Escalation Year 2	
	% Escalation Year 3	

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Item 4: Equipment Schedule for replacement

NB. This will be carried out on an ad hoc basis when needs be.

Item	Description	Unit	Qty	Material Cost	Labour Cost	Amount
4	SCHEDULE NO. 3					
	Equipment					
	In case of failure					
4.1	Supply, install and commission complete with EF/OC protection 11kV indoor vacuum circuit breaker incomer panel, with associated XLPE 11kV cable terminations	no	1	R		Rate only
4.2	Supply, install and commission complete with EF/OC protection 11kV indoor vacuum fused switch disconnect transformer feeder panel, with associated XLPE 11kV cable terminations	no	1	R		Rate only
4.3	Supply, install and commission complete with EF/OC protection 11kV indoor vacuum circuit breaker feeder panel, with associated XLPE 11kV cable terminations	no	1	R		Rate only
4.4	Supply, install and commission completely 11kV indoor vacuum bus-section circuit breaker panel	no	1	R		Rate only
4.5	Earthing & bonding of all newly installed panels with 70mm ² anti-theft earthing conductor to existing earthing system with associated accessories	no	1	R		Rate only
4.6	Supply, install and commission complete earthing system with maximum earth resistance value of 1 Ω & compliance with IEEE80:2000	no	1	R		Rate only
4.7	Supply, install and commission complete new 230V AC, 30V DC supply battery back-up system	no	1	R		Rate only
4.8	Completely uninstall, remove, decommission and safely dispose at suitable site inclusive of all associated costs the existing indoor 11kV switchgear	no	1	R		Rate only
4.9	SF6 Insulated RMU up to 24kV	no	1			Rate only

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4.10	Supply, install and commission completely new phase 3 feeder relay					
4.11	Loose parts prone to fail/Material supply					
	Profit mark up	item	%			% Only
	Attendance	item	%			% Only

Summary of Schedules

Final summary		
Schedule No.	Description	Total(s)
1	Major Maintenance (Once-off)	R
2	Scheduled Maintenance	R
Sub-Total A		R
Provisional Allowance for Contract Price Adjustment and Rate of Exchange (Schedule 3 – Equipment In case of failure)		R 250 000.00
Sub-Total B		R
Value Added Tax at 15%		R
Total Amount of Tender Carried Forward to Form of Offer and Acceptance		R

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PART C3: SCOPE OF WORK

C3.1 – Scope of work

Comprehensive Preventative Maintenance Service Agreement, this agreement shall meet all the relevant requirements of the current statutory regulations.

Introduction

The scope of works is for the maintenance of existing 11kV indoor switchgears. Routine inspection and testing shall be performed as per as per manufactures recommendations and approved by the client.

3.1 Maintenance Work:

Maintenance Work shall include but not be limited to the following;

- Comprehensive Preventative Maintenance Service Programme,
- Work executed by professional and efficient personnel,
- Planned service repairs for reliability
- Inspect / examine, clean, test and repair/replace components
- Safety testing and record keeping,
- Components
- Customer Care
- Exclusions
- Adhoc Work.

3.1.1. Comprehensive Preventative Maintenance Service Programme

The Preventive Maintenance Service Program, as described in this specification/ agreement will be performed in accordance with the Manufactures Recommendations as well as the OHS requirements.

A technician should be assigned to this agreement, and back-up technicians should be available as required to give the **DPW & I** prompt service as required at all times. A **SP** account representative will be assigned to the **DPW & I** and will be the primary contact for communications regarding this agreement. The **SP** should also have extensive technical support and parts inventory available to the **DPW & I** in the event as needed and local warehouses and national service distribution centre availability for express delivery in emergencies.

The scope of work is preventative and corrective 11kV indoor switchgear:

- Check the mechanical soundness of all parts
- Check and adjust all the output and control values of the system (voltage, frequency, control voltages, etc.)
- Take control measurements on the major system components and record these measurements.
- Replace all defective components.
- OC/EF Protection Relay Secondary Injection Test (Ingeteam Relay).
- Current injection test on relays, check Ammeters,
- Service, Maintenance and Testing of Vacuum Circuit Breaker.
- Mechanism service, Ductor Tests, Pressure Tests and Speed Tests
- Service, Clean and Maintenance of Busbar
- Clean Panels and adjust shutters
- Clean carbon and dust on all compartments
- Adjust shutters to avoid trekking
- Visual inspection: the charged indicating device works normally.
- Cabinet lighting: no loose bulbs and reliable wiring connections.
- Cables: no loose cables or signs of overheating.
- Check whether the low voltage control power supply from the transformer to the ring main unit is normal
- Lighting inside the ring main unit
- Check whether the low voltage control power supply from the transformer to the ring main unit is normal
- Cabinet body: no deformation, dirty.
- Cabinet door: no opening, gaps.

- Cabinet top: no foreign objects, leakage.
- Replace the whole switchgear if found faulty.
- Maintenance cycle shall be performed two times a year and on call out basis
- The SP is to keep the room and the exterior of any parts of the equipment, properly maintained and presentable at all times.

3.1.2. Work executed by professional and efficient personnel

All work shall be executed in a first-class manner by qualified and specialist switchgear technician. The technicians should be professional in behavior, action and presentation; most of all they should be efficient. The technicians should be continuously developed and trained and should have the backup of regional, national and international specialists ensuring regulatory and applicable service standards are maintained.

3.1.3. Planned service repairs for reliability of indoor switchgear.

The **SP** should inspect / examine, clean and test the equipment in accordance with the comprehensive preventative maintenance service programme. Visits should be planned for during working hours. The programmed maintenance should be individually designed for each system and usage in order to promote its safe and reliable operation as well as minimising risk of equipment failure and the prevention of premature component wear.

The **SP** to inform **DPW & I** in writing at least forty-eight (48) hours prior to carrying out of any planned major repair or modification to the existing equipment deemed necessary by **SP**.

3.1.4. Inspect / examine, clean, test and repair/replace components

The service provider (**SP**) should periodically inspect / examine, clean, test and as the need arises repair or replace the components associated with maintenances to notify DPW& I of component failure prior to replacement. All replacements must be approved by DPW& I before commencement.

3.1.5. Safety testing and record keeping

- i. All tests should be conducted by an authorised/ registered inspection **SP**. The inspection **SP** shall complete a separate comprehensive report for the switchgear inspected and tested. The report should be providing the report to the DPW & I within 30 days, the report should be signed with the relevant dates included. The report should be kept safe, with a copy of the report and annexures displayed neatly in the machine room. The **SP** would be to keep a copy of this report and annexures in their office.
- ii. The cost for the inspection **SP** will forms part of this contract and should be included for. The relevant test by the inspection **SP** to be carry out within a thirty (30) day period of being awarded this maintenance agreement, inspections and issue the necessary Comprehensive Reports. **SP** shall in addition to displaying this Comprehensive Report in a suitable protective holder on site, forwarding to **DPW & I** a copy of the Certificate.
- iii. The **SP** to thoroughly test and report at maximum six (6) monthly intervals or as per manufacturers recommendations
- iv. All other service records, breakdowns, performance, test reports shall be recorded in the site maintenance register and the originals kept in the **SP**'s office. Copies of the information to be handed to the **DPW & I**'s representative.
- v. The **SP** to inform the DPW & I verbally and in writing and act immediately on any potentially hazardous or undesirable situation which may cause harm to persons or which may damage or reduce the life expectancy of the equipment even if the hazardous or undesirable situation does not form part of **SP** responsibilities.

3.1.6. Components

At an additional cost to **DPW & I**, the **SP** shall be requested to install any additional components or accessories to the equipment which is recommended or required due to parts being unserviceable. Should any form of labor and/or material be required on any of these excluded components, these costs will be brought to the attention of **DPW & I** via a detailed written quotation who will then provide a separate order to cover these costs and the mark up percentage for the prone to fail will be applied, and the quotation will have to be approved for market related prices. Only good quality parts with a warranty that are correctly designed, manufactured and suitable in all respects, shall be used.

3.1.7. Customer Care

The **SP** shall ensure that all **emergencies**, throughout the maintenance period, are attended too within 2 hours and all faults repaired within 24 hours and that Technicians/Tradesman Aid/Supervisor ORHVS are available to respond to Call-out service with regards to break-downs. Pending on the nature of the fault, power should be restored as soon as possible safe to do so.

The **SP** shall be required to have a toll free Customer Call Centre with an emergency and breakdown service. The call centre should be staffed by qualified Maintenance personnel.

The **SP** should have offices within Mangaung district at least 30km from the CBD (Hoofman square Bloemfontein).

The **SP** should assign a customer identification number, which must be referenced when a call is placed for the building or facility. The dispatchers will have access to the building's service call records and will promptly relay the details of the call to the assigned technician.

The Customer Call Centre should be friendly and efficient as well as the associated response time, of which should be closely monitored by management. Response time should be kept to a minimum.

The **SP** as part of the agreement shall be available during normal working hours and all calls will be taken and a customer identification number will be given.

SP shall ensure that all calls, throughout the maintenance period, are attended too within 24 hours and all faults repaired within 72 hours and that Technicians are available to respond to Call-out service with regards to break-downs.

3.1.8. Exclusions

3.1.8.1. The costs of call outs and repairs necessitated by reason of negligence other than the negligence of **SP** and their Employees or Agents and their misuse of the equipment, and excepting all normal fair wear and tear, shall be borne by **DPW & I**. A breakdown of the charge, with specific reference to the amounts allowed for both Labour and material, shall be clearly indicated on **SP** quotation to **DPW & I**, as also the percentage mark-up.

3.1.8.2. Replacement components which are deemed not serviceable at the time the Maintenance Agreement is initiated or renewed shall be specified. All parts which have not been excluded under this Section shall be covered in terms of the Agreement for the duration of the Maintenance Agreement. The notification of excluded equipment can take the form of a list of all obsolete equipment or a specific list of excluded equipment pertaining to the previous SP having not replaced this equipment within the former contract. Replacement will only be considered based on test reports and approval by Departmental Electrical Engineers

3.1.8.3. The following items of the equipment are not included or covered under this Agreement unless their repair, replacement or adjustment can be attributed to SP omissions and/or negligence:

- Decorative finishes

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3.1.8.4. At an additional cost to DPW & I, the SP shall be requested to install any additional equipment or accessories to the equipment which is recommended or required by the government, provincial, municipal or any other authority under new legislation. Should any form of Labour and/or material be required on any of these excluded components, these costs will be brought to the attention of DPW & I via a detailed written quotation who will then provide a separate order to cover these costs.

3.1.8.5. If there is an item that is not covered on the BoQ and the SP did not mention it under "items deem necessary" and the SP deems that service necessary for the maintenance of the switch gears, the SP will bear the cost of the item/service.

3.1.9. Ad Hoc Work

The Service provider may be requested to perform additional repair work, construction, installation or commissioning which does not form part of this contract. On acceptance of this work by the Contractor, the following information is required and will form the basis to price the additional work. All additional work shall be requested in writing by the DPW & I (all costs inclusive of VAT). The prices attached will be used and if the the component is not covered in the BoQ the contractor will add the mark up and attendance percentage for loose parts prone to fail/material supply to the original price of the component.

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PART C3: SCOPE OF WORK

C3.2 – Occupational Health and Safety Requirements

C3.3 OCCUPATIONAL HEALTH AND SAFETY REQUIREMENTS

C3.3.1 General Provision

The Service provider to note that the works are to be executed in a live building environment, due care and caution to be exercised during the execution of the works.

C3.3.2 Risk Assessment

The risk assessment needs to cover all applicable risk in a live electrical as well as working at heights environment. The re-assessment of risks and the formulation of site-specific mitigation measures must be done by the Service provider on an ongoing basis for the duration of the contract.

C3.3.3 Application of Construction Regulations 2014

The intended construction work falls within the scope of "construction work" as defined in the Construction Regulations 2014 made under the Occupational Health and Safety Act No 85 of 1993, as amended ("the Act").

C3.3.4 Potential Health and Safety Risks on Site

An assessment of the risks at the construction site must, as a minimum, be appropriately addressed by the Service provider and all sub-contractors on site in their respective Health and Safety Plans. The Service provider and all sub-contractors are under obligation to perform their own risk assessments to enable them to take the necessary precautions to protect the health and safety of persons on the site, including workers, visitors and members of the public who has authorized access to the construction site as prescribed in the Occupational Health and Safety Act and Regulations. All such precautionary measures and procedures must be included in the Health and Safety Plans of the Service provider and all sub-contractors, which must be submitted to the Client for review and approval.

C3.3.5 Health and Safety Management System

Health and Safety Philosophy

The Employer is required to ensure a working environment which, as far as reasonably practicable, is safe and without risk to the safety and health of persons on the construction site.

Service provider Health and Safety Management System

The Service provider will ensure and demonstrate to the Employer that the Service provider, and all sub-contractors appointed on this construction project, have adequately allowed for the cost of health and safety measures, which are required for the duration of the work. Where the works are to be carried out in a live environment, all works shall be performed if and only if all occupational health and safety requirements are fulfilled.

Appointment of Employer's Health and Safety Adviser

The Employer will appoint a Health and Safety Adviser who will visit the site regularly to monitor and audit the execution of the Service Providers' Health and Safety Plans on behalf of the Employer, without thereby limiting the responsibilities of the Service provider and his sub-contractors for health and safety, or attracting any vicarious responsibility or liability for the acts or omissions of the Service provider and his sub-contractors.

Occupational Health and Safety Act Section 37(2) Agreements

The Service provider as well as all sub-contractors must sign the Section 37(2) agreement of the Employer before commencement of their particular work.

C3.3.6 Service provider Health and Safety Plans

Each Service provider and sub-contractor working on the site must prepare a Health and Safety Plan to address and manage all applicable sources of risk as outlined in this specification (as a minimum) as well as any other sources of risk, which are identified during

the Service provider's own risk assessments. Should any further risks be identified in the course of the construction work, such risks must be assessed and addressed in amended Health and Safety Plans, which must then be submitted to the Employer's Health and Safety Adviser for approval. The Risk Assessments must be revised and adjusted regularly to the prevalent circumstances on the site.

Each Health and Safety Plan must also address the following matters:

- a. All legal appointments required by the Act and any Regulations under the Act.
- b. Inspection registers for all equipment, machinery, vehicles and tools used on the site.
- c. Procedures for compliance with all requirements of the Act and in particular Sections 8 and 9 of the Act.
- d. Undertaking and procedure to stop any work which endangers the safety or health of any person.
- e. System for recording and reporting of incidents both internal and external to the Department of Labour.
- f. Copy of the Act and its Regulations to be kept on the site and to be readily available to employees.
- g. Incident register to be kept on the site.
- h. Employment of only persons who are competent and have the necessary knowledge, training, qualifications and experience to perform the required construction work safely and effectively.
- i. Appointment of only competent, knowledgeable, trained, qualified and experienced persons to supervise the construction work.
- j. Procedures and arrangements for first aid facilities on the site.

C3.3.7 Regulations

The installation shall be erected and tested in accordance with the Acts and Regulations as indicated in the scope of works,

- Occupational Health and Safety Act (No. 85 of 1993)
- The National Building Regulations and Building Standards Act (No. 103 of 1977)
- Construction Regulations 2014
- Electrical Machinery Regulations
- Electrical Installation Regulations

ELECTRICAL SUPPLY AND PHASE ROTATION

- SANS 1019 Standard voltages, currents and insulation levels for electricity supply
- SANS 1816 Electricity supply - Quality of supply: Power quality instruments
- NRS 048 Quality of supply

EARTHING AND BONDING

- SANS 10142: The wiring of premises (Part 1) Low voltage installations
- SANS 10200: Neutral earthing in medium voltage industrial power systems
- SANS 10292: Earthing of low-voltage (LV) distribution systems
- NRS 076: Earthing of distribution substations with nominal voltages up to and including 132 kV.

MV SWITCHGEAR AND SUBSTATIONS

- SANS 1652: Battery Chargers – Industrial Type
- DSP 34-1157 (Eskom Specification): 11kV and 22kV Withdrawable Pattern Air-Insulated Indoor Primary Switchgear

MV AND LV CABLE JOINTS AND TERMINATIONS

- SANS 808: Cable glands for use on flameproof enclosures (Ex d)
- SANS 10198-9: The selection, handling and installation of electric power cables of rating not exceeding 33 kV.
- SANS 1213: Mechanical cable glands
- SANS 1803: Lugs and ferrules for insulated electric cables
- NRS 053: Accessories for medium-voltage power cables (3,8/6,6 kV to 19/33 kV)

MV AND LV CABLE TESTING

- SANS 97: Electric cables - Impregnated paper-insulated metal-sheathed cables for rated voltages 3,3/3,3 kV to 19/33 kV (excluding pressure assisted cables)

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- SANS 10198-13: The selection, handling and installation of electric power cables of rating not exceeding 33 kV Part 13: Testing, commissioning and fault location.

HOT DIP GALVANISING

- General Hot Dip Galvanizing Standards:
- SANS 32: Hot-dip (galvanized) zinc coatings (other than on continuously zinc-coated and sheet wire)
- SANS 121: Hot-dip (galvanized) coatings on fabricated iron and steel articles
- SANS 10094: The use of high strength friction grip bolts
- SANS 14713: General principles of design and corrosion resistance
- Mechanical Cleaning and Zinc Thermal Spraying Standards:
- SANS 2063: Metallic and other inorganic coatings
- Continuously Hot Dip Galvanized Sheet Standards:
- SANS 4998: Continues hot dip zinc coated carbon steel sheet of structural quality
- SANS 3575: Continues hot dip zinc coated carbon steel sheet of commercial, lock forming and drawing qualities
- SANS 9364: Continues hot dip aluminium / zinc coated steel sheet of commercial, drawing and structural qualities
- SANS 14788: Continues hot dip zinc / 5% aluminium alloy coated sheets
- Continuously Hot Dip Galvanized Wire Standards:
- SANS 675: Zinc coated fencing wire
- SANS 935: Hot dip galvanized zinc coatings on steel wire
- SANS 10244: Steel wire and wire products

PAINTING

- SANS 1274: Coatings applied by the powder-coating process

LABELS AND NOTICES

- SANS 1186: Symbolic safety signs

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PART C4: SITE INFORMATION

C4 – Site Information

C4.1 Site Equipment SS-1 &SS-4



Vacuum Switchgear Maintenance Tests

Mechanical & Electrical Checks:

- Visual inspection: enclosure, gaskets, hinges, interlocks, labels, corrosion, water ingress.
- Mechanical operation: manually and remotely operate switches.
- Contact resistance: micro-ohm measurement across main contacts.
- Insulation resistance (megger) on phases and busbars to earth.
- Timing tests for opening/closing of vacuum interrupters.
- Earthing / continuity verification.
- Thermal imaging (IR) of busbars and terminations.
- Optional partial discharge test for early insulation degradation.

3. Relay Maintenance / Functional Tests

- Settings verification: overcurrent, earth fault, voltage, frequency, arc flash if enabled.
- Trip / operation test: simulate faults or secondary injection.
- Binary I/O verification: trip coil, alarms, indicators, auxiliary inputs.
- Communication test: IEC 61850, DNP3, Modbus, SCADA reporting.
- Logic / automation blocks test (if programmed).
- DC supply voltage check.
- Event log and metering verification.



SS-2 & SS-3

16 th Floor (SS-2) & 16 th Floor (SS-3)	2. Routine Inspection (Every 6 Months)
	- Inspect enclosure for corrosion, paint damage, or ingress. - Check gaskets, locks, hinges, and pressure relief devices. - Verify mechanical interlocks and mimic diagrams. - Confirm SF₆ pressure indicators are in green zone. - Inspect cable terminations and earthing connections.
	3. Periodic Functional Testing (Once 1 Year) Mechanical Operation: - Operate load break switches, earthing switches, and circuit breakers. - Lubricate moving parts per OEM instructions. Electrical Testing: - Insulation resistance tests on cables and busbars. - Contact resistance test across main contacts. - Relay and protection testing (overcurrent, earth fault, timing). - VT/CT secondary injection tests if applicable. - Test motor drives, tripping coils, auxiliary switches.

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C4. Site Information

The locations of the respective substations within the building are as follows:

Description	SS – 1 & SS – 4	SS – 2	SS – 3
Location	Basement	16 th Floor	22 nd Floor



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**ALL THE RELEVANT ANNEXURES, AS LISTED
HEREAFTER, SHOULD BE ATTACHED HERE:**

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Mandatory documents

ANNEXURE A

The bidder must attach the following documentary proof here:

Bidders must provide a unique security Personal Identification Number (PIN) issued by the South African Revenue Services and/or Central Supplier Database's MAAA number which will be used to verify the valid tax compliance status of the bidding entity. Where Consortium / Joint Venture / Sub-contractors are involved, each party to the association must submit a separate unique security Personal Identification Number (PIN). The successful bidder/s tax status will be confirmed, for compliance, at the time of award.

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Mandatory documents

ANNEXURE B

The bidder must attach the following documentary proof here:

Bidders must provide valid proof of registration on the National Treasury's Central Supplier's database by submitting a CSD REGISTRATION REPORT (**not a CSD REGISTRATION SUMMARY REPORT**), which is not older than 3 months. Where Consortium / Joint Venture / Sub-contractors are involved, each party to the association must submit a separate CSD REGISTRATION REPORT (**not a CSD REGISTRATION SUMMARY REPORT**), which is not older than 3 months.

- However, Joint Ventures, Partnerships, including Unincorporated Partnerships must register on the CSD within 15 days of the date of the bid being awarded to the successful bidder.

Mandatory documents

ANNEXURE C

The bidder must attach the following documentary proof here:

Attach a valid proof of CIDB Grading level 4EP or higher:

Potential bidders must be a contractor registered at CIDB Grading Level of 4EP or higher. The bidder/s CIDB registration must be active on the date of advert closing. The bidder/s must attach valid proof of the company/ies registration.

o Joint Ventures (JVs) are eligible to submit tenders provided that:

- All partners to a JV must be individually registered in their own right;
- The lead partner must be registered in a contractor grading designation not lower than one level below the required grading designation in the class construction works under consideration. E.g. if the advertised grade is 4EP, then the lead partner must be registered in Grade 3EP or higher; and
- The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations (CIDB) is equal to 4EP or higher than a contractor grading designation determined in accordance with the sum tendered for a EP class of construction work;
- Tenderers that satisfy the criteria stated in the tender data and the tenderer or any of his principals is not under any restriction to do business with the employer.

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Mandatory documents

ANNEXURE D

The bidder must attach the following documentary proof here:

Bidders must attach a valid Letter of Good Standing that is relevant to the required service to be rendered, which is registered with the Department of Employment and Labour in terms of COIDA (Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993). Where Consortium / Joint Venture / Sub-contractors are involved, each party to the association must submit a separate Letter of Good Standing issued by the Department of Employment and Labour.

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Mandatory documents

ANNEXURE E

The bidder must attach the following documentary proof here:

Bidders must attach ORHVS (Operating Regulation for High Voltage System) Certificate for Switching operator and supervisor.

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Mandatory documents

ANNEXURE F

The bidder must attach the following documentary proof here:

Bidders must attach Company registration documents (registration certificate) from Companies and Intellectual Property Commission (CIPC). (Note: if it is a copy of the original certificate, it must be certified). Where Consortium / Joint Venture / Sub-contractors are involved, each party to the association must submit a separate certified copy of their Company registration documents (registration certificate) from Companies and Intellectual Property Commission (CIPC).

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Mandatory documents

ANNEXURE G

The bidder must attach the following documentary proof here:

Bidders must attach duly completed and signed Annual Financial Statements Declaration for the preceding financial year (e.g. for the financial year ended 28 February 2026). Attach the income statement and the balance sheet as support for the declaration. Where Consortium / Joint Venture / Sub-contractors are involved, each party to the association must submit a separate complete and signed Annual Financial Statements Declaration in line with the aforementioned requirements.

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Documents relating to Specific Goals

ANNEXURE H

The bidder must attach the following documentary proof here:

Bidders will be required to submit certified CIPC documents and Central Supplier Database (CSD) report in order to claim points for specific goal on Race: 100% Black ownership.

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Documents relating to Specific Goals

ANNEXURE I

The bidder must attach the following documentary proof here:

Bidders will be required to submit certified CIPC documents, Central Supplier Database (CSD) report, certified share certificates and certified ID copy /(ies) in order to claim points for specific goal on Gender: 51% to 100% owned by Women

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Documents relating to Specific Goals

ANNEXURE J

The bidder must attach the following documentary proof here:

Bidders will be required to submit certified CIPC and certified FICA approved documents with the address corresponding with the municipal statement or lease agreement address in order to claim points for specific goals on Free State based companies: 100% Free State based companies.

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Documents relating to Functionality

ANNEXURE K

The bidder must attach the following documentary proof here:

Bidders will be required to submit a certified medical certificate from a Registered Medical Practitioner or a letter condition from department of Employment and Labour confirming the bidder's disability in order to claim points for specific goal on People living with a Disability: 51% to 100% owned by people with disabilities.

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Documents relating to Functionality

ANNEXURE L

The bidder must attach the following documentary proof here:

Bidders will be required to submit certified CIPC documents, Central Supplier Database (CSD) report and certified ID copy / (ies) in order to claim points for specific goals on Youth ownership: 51% to 100% owned by Youth.

Documents relating to Functionality

ANNEXURE M

The bidder must attach the following documentary proof here:

Capacity of the Contractor to execute the works. To qualify here, the Contractor must provide proof for the maintenance of 11kV indoor multi-brands Switchgears (These should be projects that were executed and completed between 01 July 2019 up to and including the closing date of this bid)

PROJECT 1

Attach appointment letter + completion certificate + reference letter.

- All appointment letters, completion certificates, and stamped reference letters must be on the letter head of the employer which is dated, signed and stamped. All the aforementioned documents must be an originally certified and valid copies of the original document. Originally certified documents must not be older than 6 months.
- Submission of completion certificates without its corresponding appointment letters or the submission of appointment letters without its corresponding completion certificates will not be considered for scoring purposes, therefore points will be forfeited.
- The submission of reference letters without its corresponding appointment letters and practical completion certificates will not be accepted.
- Failure to complete and sign the schedule of the Tenderer's Experience will result in the bidder forfeiting these points.
- Only projects awarded and completed in the last Seven (7) years (between 01 July 2019 up to and including the closing date of this bid) will be considered).

Documents relating to Functionality

ANNEXURE M (continued)

The bidder must attach the following documentary proof here:

Capacity of the Contractor to execute the works. To qualify here, the Contractor must provide proof for the maintenance of 11kV indoor multi-brands Switchgears (These should be projects that were executed and completed between 01 July 2019 up to and including the closing date of this bid).

PROJECT 2

Attach appointment letter + completion certificate + reference letter.

- All appointment letters, completion certificates, and stamped reference letters must be on the letter head of the employer which is dated, signed and stamped. All the aforementioned documents must be an originally certified and valid copies of the original document. Originally certified documents must not be older than 6 months.
- Submission of completion certificates without its corresponding appointment letters or the submission of appointment letters without its corresponding completion certificates will not be considered for scoring purposes, therefore points will be forfeited.
- The submission of reference letters without its corresponding appointment letters and practical completion certificates will not be accepted.
- Failure to complete and sign the schedule of the Tenderer's Experience will result in the bidder forfeiting these points.
- Only projects awarded and completed in the last seven (7) years (between 01 July 2019 up to and including the closing date of this bid) will be considered).

Documents relating to Functionality

ANNEXURE M (continued)

The bidder must attach the following documentary proof here:

Capacity of the Contractor to execute the works. To qualify here, the Contractor must provide proof for the or maintenance of 11kV indoor multi-brands Switchgears (These should be projects that were executed and completed between 01 July 2019 up to and including the closing date of this bid)

PROJECT 3

Attach appointment letter + completion certificate + reference letter.

- All appointment letters, completion certificates, and stamped reference letters must be on the letter head of the employer which is dated, signed and stamped. All the aforementioned documents must be an originally certified and valid copies of the original document. Originally certified documents must not be older than 6 months.
- Submission of completion certificates without its corresponding appointment letters or the submission of appointment letters without its corresponding completion certificates will not be considered for scoring purposes, therefore points will be forfeited.
- The submission of reference letters without its corresponding appointment letters and practical completion certificates will not be accepted.
- Failure to complete and sign the schedule of the Tenderer's Experience will result in the bidder forfeiting these points.
- Only projects awarded and completed in the last seven (7) years (between 01 July 2019 up to and including the closing date of this bid) will be considered.

Documents relating to Functionality

ANNEXURE N

The bidder must attach the following documentary proof here:

Attach the experience and Qualifications of the qualified Electrical Technician / Technologist / Engineer, with a minimum academic qualification at NQF Level 6

The candidate must hold a valid and active ECSA registration, with traceable and contactable references

Notes:

- The bidder must complete the attached Resource Information Sheet, failure to do so and to provide originally certified and valid supporting documents will result in the bidder forfeiting these points. Originally certified documents must not be older than 6 months.
- Only post registration experience will be evaluated.
- All foreign academic qualifications must be evaluated by the South African Qualifications Authority (SAQA). A candidate must attach proof of SAQA's Certificate of Evaluation (SCoE) which reflects its recognition decision on the authenticity and comparability of a foreign qualification and its appropriate location on the NQF. Failure to attach proof of SAQA's Certificate of Evaluation (SCoE) will result in the bidder forfeiting these points.
- The bidder must provide a sworn affidavit signed by the Electrical Technician / Technologist / Engineer giving the company consent to utilise his/her personal information for the purpose of responding to this bid. Failure to attach proof of a sworn affidavit will result in the bidder forfeiting these points.
- The bidder has the responsibility to ensure that they maintain within their employment a person/s of similar qualification, and experience as to the one they submitted their details for this bid.
- The bidder further has the responsibility to notify the employer should this resource no longer be available for this contract and make an equivalent replacement within a period of one month.
- The department will consider it as breach of contract should the contractor not adhere to this condition throughout the duration of this contract.

Documents relating to Functionality

ANNEXURE N (continued)

The bidder must attach the following documentary proof here:

Attach experience and Qualifications of Red Seal Trade Tested Electrical Tradesman Aid

Adequacy of Experience as a qualified Red Seal Trade Test Electrical Tradesman with experience in 11Kv indoor switchgears maintenance.

Notes:

- The bidder must complete the attached Resource Information Sheet, failure to do so and to provide originally certified and valid supporting documents will result in the bidder forfeiting these points. Originally certified documents must not be older than 6 months.
- Only post qualification experience will be evaluated.
- All foreign academic qualifications must be evaluated by the South African Qualifications Authority (SAQA). A candidate must attach proof of SAQA's Certificate of Evaluation (SCoE) which reflects its recognition decision on the authenticity and comparability of a foreign qualification and its appropriate location on the NQF. Failure to attach proof of SAQA's Certificate of Evaluation (SCoE) will result in the bidder forfeiting these points.
- The bidder must provide a sworn affidavit signed by the Red Seal Trade Tested Tradesman Aid giving the company consent to utilize his/her personal information for the purpose of responding to this bid. Failure to attach proof of a sworn affidavit will result in the bidder forfeiting these points.
- The bidder has the responsibility to ensure that they maintain within their employment a person/s of similar qualification, and experience as to the one they submitted their details for this bid.
- The bidder further has the responsibility to notify the employer should this resource no longer be available for this contract and make an equivalent replacement within a period of one month.
- The department will consider it as breach of contract should the contractor not adhere to this condition throughout the duration of this contract.

Documents relating to Functionality

ANNEXURE O

The bidder must attach the following documentary proof here:

SCOPE MANAGEMENT WITH CLEAR TIME FRAMES

Attach a detailed scope management plan covering the following bullets:

- Provide a detailed scope and project management plan in Gantt chart format, showing: On boarding, Dates of planned monthly maintenance visits to each site Dates of regulatory inspections
- Schedules of Monthly Planned Maintenance activities in a checklist format covering but not limited to inspections, lubrications and cleaning
- Part Replacement plan: Identify and outline a process for scheduled replacing of worn-out parts.
- Emergency and Break down Response plan including response times, details of call center and locations of responders.
- Documentation and Record keeping plan: PLANNED record-keeping of maintenance activities, inspections, tests, and recommendations.
- Risk Management Plan - Documentation of Risk Management

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Documents relating to Functionality

ANNEXURE P

The bidder must attach the following documentary proof here:

EQUIPMENT ASSOCIATED WITH THE MAINTENANCE OF 11kV INDOOR SWITCHGEAR:

Attach detailed proof of:

- Compliance with Health and Safety Act.
- List of all major equipment to be used and how it will be sourced.
- Schedule of engagement which is aligned to the project management plan / construction schedule / bar chart / construction Programme.
- Complete the schedule of plant and equipment.

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Documents relating to Functionality

ANNEXURE Q

The bidder must attach the following documentary proof here:

FINANCES

Attach detailed proof of:

A comprehensive Project Financial Management Plan that covers all aspects of the project which includes but not limited to cash flow projections aligned with the project management plan / construction schedule / bar chart / construction Programme, analysis of the Annual Financial Statements Declaration form and its supporting documents, and confirmation of the availability of cash flow for the first three (3) months of the project (attach bank rating letter or three (3) months bank statement).

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Documents relating to Functionality

ANNEXURE R

The bidder must attach the following documentary proof here:

HEALTH AND SAFETY MANAGEMENT CLEARLY OUTLINING THE STEPS FOR THE MAINTENANCE OF INDOOR 11kV SWITCHGEAR:

Attach detailed proof of how the following will be dealt with:

- Compliance with the Act (*more emphasis should be placed on Roofing works*).
- OHS Policy.
- Risk assessment and health & safety plan

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Documents relating to Plant and Equipment

ANNEXURE S

The bidder must attach the following documentary proof here:

Schedule of Plant and Equipment

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Other Documents relating to this bid / tender

ANNEXURE T

THE BIDDER MUST ATTACH ANY OTHER DOCUMENTARY PROOF, NOT EARLIER LISTED, HERE: