

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF FREE STATE HEALTH					
BID NUMBER:	DOH (FS) 06/2024/2025	CLOSING DATE:	20 SEPTEMBER 2024	CLOSING TIME:	11H00
DESCRIPTION	SERVICE, MAINTENANCE, REPAIRS, UPGRADES, REPLACEMENT AND NEW INSTALLATIONS OF EQUIPMENT IN SUBSTATIONS, MINI-SUBSTATIONS, PROTECTION SYSTEMS, DC SYSTEMS, STREET LIGHTING, AREA LIGHTING AND DISTRIBUTION OVERHEAD LINES AT VARIOUS HOSPITALS, COMMUNITY HEALTH CARE CENTRES, LAUNDRIES, MORTUARIES, CLINICS AND OTHER HEALTHCARE FACILITIES WITHIN FREE STATE PROVINCE HEALTH DEPARTMENT. (4EP and/ or HIGHER) PERIOD: DATE OF SIGNING OF CONTRACT FOR THREE 3 YEARS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF FREE STATE HEALTH					
GROUND FLOOR, BOPHELO HOUSE, BLOCK C-WEST, OPPOSITE MAIN DOOR					
C/O CHARLOTTE MAXEKE STREET AND HARVEY ROAD, BLOEMFONTEIN, 9301					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Me. B.A Dondolo		CONTACT PERSON	Mr B Booï & Mr G Erasmus	
TELEPHONE NUMBER	051 408 1590 / 1300		TELEPHONE NUMBER	078 799 4440 & 072 531 3106	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	DondoloB@fshealth.gov.za		E-MAIL ADDRESS	BooiB@fshealth.gov.za ErasmusLG@fshealth.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

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER 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.			

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, 2017, 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 / OR COMPLY WITH 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:

.....



health

Department of
Health
FREE STATE PROVINCE

DOH (FS) 06/2024/2025

CIDB GRADING : 4EP and or higher

Service, Maintenance, Repairs, Upgrades, Replacement and New installations of equipment in substations, mini-substations, protection systems, DC systems, Street lighting, area lighting and distribution overhead lines at Various Hospitals, Community Health care Centres, Laundries, Mortuaries, Clinics and other healthcare facilities within Free State Province Health Department

**PERIOD : DATE OF SIGNING OF CONTRACT FOR THREE YEARS
(36 MONTHS)**

ISSUED BY:

Department of Health
Supply Chain Management
Bophelo House
P.O Box 227
Corner Charlotte Maxeke Street and Harvey Road
9300

Mrs B. Donolo - 051 408 1590

PREPARED BY:

Department of Health
Infrastructure Unit
Bophelo House
P.O Box 227
Corner Charlotte Maxeke Street and Harvey Road
9300

Mr G. Erasmus - 072 531 3106 and

Mr B. Booï - 078 799 4440

NAME OF TENDERING ENTITY:

TOTAL OF PRICES INCLUSIVE OF VALUE ADDED TAX: R

Service, Maintenance, Repairs, Upgrades, Replacement and New installations of equipment in substations, mini-substations, protection systems,DC systems, Street lighting, area lighting and distribution overhead lines at Various Hospitals, Community Health care Centres, Laundries, Mortuaries, Clinics and other healthcare facilities within Free State Province Health Department

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Service, Maintenance, Repairs, Upgrades, Replacement and New installations of equipment in substations, mini-substations, protection systems, DC systems, Street lighting, area lighting and distribution overhead lines at Various Hospitals, Community Health care Centres, Laundries, Mortuaries, Clinics and other healthcare facilities within Free State Province Health Department

Part T1.1 Tender Notice and Invitation to Tender

Service, Maintenance, Repairs, Upgrades, Replacement and New installations of equipment in substations, mini-substations, protection systems, DC systems, Street lighting, area lighting and distribution overhead lines at Various Hospitals, Community Health care Centres, Laundries, Mortuaries, Clinics and other healthcare facilities within Free State Province Health Department

The contract period is **36 months** from the date of acceptance of the offer.

It is estimated that Tenderers should have a CIDB contractor grading designation of **4EP or higher**

The physical address for collection of tender documents is:

Department of Health

Supply Chain Management

Corner Charlotte Maxeke Street and Harvey Road

Bophelo House

Bloemfontein

9300

Documents may be collected from Monday to Friday between 07:30 hrs and 16:00.

A non-refundable bid deposit of R 1 282.00 is payable in cash or by bank guaranteed cheque made out in favour of the Department, payable at Nedbank Bank, Account Name : FSPG-Department of Health, Account No : 12333437968, Branch Names - Commercial Bankings Free State. Branch Code : 198765.

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

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

Part T1.2 Bid Data

The conditions of bid are the Standard Conditions of bid as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement of August 2006 and as amended from time to time. (See www.cidb.org.za).

The Standard Conditions of bid make several references to the bid Data for details that apply specifically to this bid. The bid Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of bid.

Each item of data given below is cross-referenced to the clause in the Standard Conditions of bid to which it mainly applies.

The additional conditions of bid are:

1. The first 10 highest scoring service providers will be considered for appointment, subject to price negotiations. However, The department still reserves the right to appoint any number of successful bidders, based on need.
- 2 The successful bidder will be required to provide to the Department within a period of 21 days after signature of this SLA a performance bond to the value specified in the SLA with VAT inclusive
- 3 The FSDOH will require the successful bidder to respond to any of the assets within one hour
- 4 The department reserves the right to determine the flat rate, subject to price negotiations

F.2.16.3 Accept that a bid 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 bids that a bid is to be withdrawn or substituted.

F.2.16.4 Where a bid submission is to be substituted, submit a substitute bid in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

F.3.13.3 Accept the bid offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the bidder:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

Clause number	bid Data
F.1.1	The employer is the Department of Health: Free State Provincial Government
F.1.2	The bid Documents issued by the employer comprise the following documents: THE bid Part T1: bidding procedures T1.1 - bid notice and invitation to bid T1.2 - bid data Part T2: Returnable documents T2.1 - List of returnable documents T2.2 - Returnable schedules THE CONTRACT Part C1: Agreements and Contract data C1.1 - Form of offer and acceptance C1.2 - Contract data C1.3 - Performance Bond Part C2: Pricing data C2.1 - Pricing Instructions C2.2 - Activity Schedule Part C3: Scope of work C3.1 - Scope of Work C3.1 - Technical Specifications Part C4: Site information C4.1 - Site Information
F1.3	The employer's representative is : Name: Mr Thabang Tau Address: Corner Charlotte Maxeke Street and Harvey Road Bophelo House Tel: 051 408 1189 Fax: (051) 408-1221 E-mail: TauT@fshealth.gov.za

F.2.1	Only those bidders who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum bided, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 4EP or higher class of construction work, are eligible to have their bids evaluated. Joint ventures are eligible to submit bids provided that: the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum bided for a 4EP PE or higher class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.
F.2.7	The arrangements for a compulsory clarification meeting are as follows : Date : 04 September 2024 Time : 13:00pm Venue: First Floor, Auditorium, Bophelo House, Department of Health, Bloemfontein, 9300 bidders must sign the attendance list in the name of the bidding entity. Addenda will be issued to and bids will be received only from those bidding entities appearing on the attendance list.
F.2.12	No alternative bid offers will be considered If a bidder wishes to submit an alternative bid offer, the only criteria permitted for such alternative bid offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent. Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative bid offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal. Acceptance of an alternative bid offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the bidder, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements. The modified Pricing Data must include an amount equal to 5% of the amount bided for the alternative offer to cover the Employer's costs in confirming the acceptability of the detailed design
F.2.13.3	Parts of each bid offer communicated on paper shall be submitted as an original, plus 0 copies.
F.2.13.5 F.2.15.1	The employer's details and address for delivery of bid offers and identification details that are to be shown on each bid offer package are: Location of Bid box: Bophelo House, Ground Floor C-West Physical address: Corner Charlotte Maxeke Street and Harvey Road, Bophelo House Bloemfontein 9300 Identification details: Bid Number DOH(FS) 06/2024/2025 Title of bid: Service, Maintenance and Replacement of equipment in substations, mini-substations, protection systems, DC systems, Street lighting, area lighting and distribution overhead lines at Various Hospital, Community Health care Centres, Clinics and other health facilities in the Free State Province Health Department for a period of 36 Months. The closing date 20 September 2024 and time 11h00am,

F.2.13.6 F.3.5	A two-envelope procedure will not be followed				
F.2.15	The closing time for submission of bid offers is as stated in the bid Notice and Invitation to bid.				
F.2.16	The bid offer validity period is 90 days from date of acceptance				
F.2.18	The bidder shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.				
F.2.20	The bidder is required to submit with his bid a letter of intent from either an insurance company duly registered in terms of the Short-Term Insurance Act of 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act of 1990 (Act 94 of 1990) undertaking to provide the Performance Bond without any alteration or amendment of the wording of the pro-forma indicated in Part T2.2 of this procurement document				
F.2.23	The bidder tax matters must be in order by the time of closing and time.				
F.3.4	The Department DOH(FS) reserves the right to either open or not open bids immediately after the closing time for bids at 11:00 hrs				
F.3.11	The procedure for the evaluation of responsive bids is Method 2 The apportionment for the evaluation will be: <table border="1"> <tr> <td>(a) Financial offer</td><td>90%</td></tr> <tr> <td>(b) Preference</td><td>10%</td></tr> </table> The financial offer will be scored using Formula 2 (option 1) where the value of W1 is: 1) 90 where the financial value inclusive of VAT of all responsive bids received have a value in excess of R 1000 000 or 2) 80 where the financial value inclusive of VAT of one or more responsive bid offers have a value that equals or is less than R 1000 000	(a) Financial offer	90%	(b) Preference	10%
(a) Financial offer	90%				
(b) Preference	10%				

F.3.11

The financial offer will be reduced to a comparative basis using the bid Evaluation Schedule

The score for financial offer is calculated using Formula 1 (Option 2) where W1 is the percentage score given to financial offer and equals%.

The score for quality and financial offer is to be combined, before the addition of the score for preference, as follows:

$$W_c = W_3 \times \left(1 + \left(\frac{S - S_m}{S_m} \right) \right)$$

Where W_3 = the number of bid evaluation points for quality and financial offer and equals:

- 1) 90 where the financial value inclusive of VAT of all responsive bids received have a value in excess of R 1000 000 or
- 2) 80 where the financial value inclusive of VAT of one or more responsive bid offers have a value that equals or is less than R 1000 000

S = the sum of score for quality and financial offer of the submission under consideration

S_m = the sum of score for quality and financial offer of the submission scoring the highest number of points

Up to 100 minus W3 bid evaluation points will be awarded to bidders who complete the preferencing schedule and who are found to be eligible for the preference claimed.

The score for quality is to be calculated using the following formula:

$$W_Q = W_2 \times S_O / M_S$$

where W_2 = the percentage score given to quality and equals
 S_O = the score for quality allocated to the submission under consideration
 M_S = the maximum possible score for quality in respect of a submission

Quality criteria	Sub Criteria	Means of verification	Weight
*Locality	Proof of residence in the Free State Province . 20 pts	Attach municipality account not older than 90 days or Original or Certified Lease agreement. (If the municipal account is not in the name of the company but rather in that of the director(s), a sworn affidavit confirming that the company is operating in the premises of one of the directors must be attached)	20
*Experience	1. Single Specific Reference Letter for electrical EP contracts equalling or more R2 000 000: 10 pts 2. Two Specific Reference Letters for electrical EP contracts each equalling or more R2 000 000: 15 pts 3. Three Specific Reference letters for electrical EP contracts each equalling or more R2 000 000: 25 pts 4. Four Specific Reference letters for electrical EP contracts each equalling or more than R2 000 000: 30 pts 5. No Specific reference Letter for Electrical EP contracts: 0 pts	• Specify when, where, and for which institutions the projects were undertaken within the last 3 years. Provide proof of contractual agreements or appointment letters which must include the following information: • Contactable reference • Date of appointment • Value of work/project must be a minimum of CIDB grading for which you are bidding. The value of works/projects must be a minimum of R2 000 000.	30
*Quality Assurance	Corresponding Reference letters AND Completion Certificates for the projects listed in the Experience section above 1. One (1) reference letter: 5 pts and One (1) completion certificate : 5 pts 2. Two (2) reference letters: 7,5 pts and Two (2) completion certificate: 7,5 pts 3. Three (3) reference letters: 12,5 pts and Three (3) completion certificate: 12,5 pts 4. Four (4) reference letters: 15 pts and Four (4) completion certificate: 15 pts 5. No reference letter and No Completion Certificate : 0 pts	• Corresponding reference letters to be (As per template provided in the next following page (Page 7) of this document and completion certificates of projects to be as per contractual agreement and must include the following minimum information for consideration: • Contactable reference • Order Number or value of work done • Indication if work was completed successfully	30
Proof of financial capability of the bidder equivalent to the CIDB grading	1. Signed Financial Statements prepared by Qualified and Accredited Accountant or a registered Chartered accountant indicating annual turnover of R2 000 000 or more as per CIDB requirements in respect of the contractor grading (4EP): 20 pts 2. No financial statements attached: 0 pts 3. Unsigned Financial Statements not prepared by qualified Accredited Account: 0 pts	• Financial statement signed off by a qualified and accredited accountant or a registered Chartered accountant. • Financial statement signed by accountant or registered accountant. • The department reserves the right to verify the authenticity and credibility of the Financial Statement that are submitted with the Bid.	20
Total			100
Minimum Threshold	(any bidder scoring below minimum threshold, will not be considered for further evaluation)		70
*Note: Specific means Health Facilities Specific Experience			

TEMPLATE: REFERENCE LETTER**EVALUATION SCHEDULE: EXPERIENCE ON PREVIOUS PROJECTS REFERENCES**

The bidder shall provide details of his performance on each of the previous projects listed in the "Experience" returnable schedule. "Reference letters" will be completed by each of the respective Clients for the projects listed in the "reference letters" returnable

RÉPORT ON BIDDER'S COMPETENCE & PERFORMANCE ON A PROJECT FOR bid RECOMMENDATION PURPOSES

The following are to be completed by the Client and is to be supported in each case accompanied by (i) Signed Appointment Letter; (ii) Signed and Stamped Reference (in the form issued to the bidder)

Project (e.g 1)

TYPE OF PROJECT e.g.....
(New Electrical Substations, Maintenance of Electrical Substations, Upgrade/ Refurbishment of Electrical Substations including the name of the facility, etc.)

Client.....**Contract Amount**.....**Contract Duration and Actual Contract Duration**.....

Tick the appropriate box below

	Performance	Time	Quality
Very Good			
Good			
Satisfactory			
Poor			
Not Acceptable			

Any other remarks considered necessary to assist in evaluation of the Service Provider?

Any other remarks considered necessary to assist in evaluation of the Service Provider?

Client contact person.....

Telephone:.....

I hereby declare that to the best of my knowledge, information completed above is true and correct and I understand that I will be held responsible for any misleading information.

Client Signature:.....

Date:.....

STAMP

F3.13.1	bid offers will only be accepted if: a) the bidder submits an original valid Tax Clearance Certificate in the name of the bidding entity as issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations; b) the bidder submits a letter of intent from either an insurance company duly registered in terms of the Short-Term Insurance Act of 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act of 1990 (Act 94 of 1990) undertaking to provide the Performance Bond without any alteration or amendment of the wording of the pro-forma indicated in Part T2.2 of this procurement document; c) the bidder submits an original certificate as proof of his registration with the Construction Industry Development Board in an appropriate contractor grading designation (to be verified at evaluation); d) the bidder or any of its directors/shareholders is not listed on the Register of bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; e) the bidder has not: i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; and f) has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the bid process and persons in the employ of the state are permitted to submit bids or participate in the contract; g) the bidder is registered and in good standing with the compensation fund or with a licensed compensation insurer; h) the employer is reasonably satisfied that the bidder has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.
F.3.17	The number of paper copies of the signed contract to be provided by the employer is one

Service, Maintenance, Repairs, Upgrades, Replacement and New installations of equipment in substations, mini-substations, protection systems,DC systems, Street lighting, area lighting and distribution overhead lines at Various Hospitals, Community Health care Centres, Laundries, Mortuaries, Clinics and other healthcare facilities

Part T2.1 List of Returnable Documents

1 Returnable Schedules required for bid evaluation purposes

The bidder must complete the following returnable schedules as relevant:

- Record of Addenda to bid Documents
- Proposed Amendments and Qualifications
- Schedule of Proposed Subcontractors
- Schedule of recently completed and current contracts

2 Other documents required for bid evaluation purposes

The Tenderer must complete the following returnable documents:

- CK documents
- ID copies of company Directors or shareholders.
- Certificate of attendance at clarification meeting
- Proof of Registration with the CIDB
- Letter of good standing with the compensation fund
- BBBEE certificate/ sworn affidavit
Rates and taxes account not older than three months or lease agreement. *(If the municipal account is not in the name of the company but rather in that of the director(s), a sworn affidavit confirming that the company is operating in the premises of one of the directors must be attached)*
- CSD (central supplier database) latest report
- Health and Safety Representative Registered with SACPCMP(attach certified copies)
- ORHVS

3 Returnable Schedules that will be used for bid evaluation purposes and be incorporated into the contract

- Preferencing Schedule
- Particulars of Electrical Contractor
- Particulars of Specialist Contractors
- Electrical / Mechanical / Security material and equipment schedules
- Schedule for Imported Materials and Equipment

4 Other documents that will be incorporated into the contract

5 C1.1 Offer portion of Form of Offer and Acceptance

6 C1.2 Contract Data (Part two)

7 C2.2 Price list/ Activity Schedule

Service, Maintenance, Repairs, Upgrades, Replacement and New installations of equipment in substations, mini-substations, protection systems, DC systems, Street lighting, area lighting and distribution overhead lines at Various Hospitals, Community Health care Centres, Laundries, Mortuaries, Clinics and other healthcare facilities within Free State Province Health Department

Part T2.2 RETURNABLE SCHEDULES

Compulsory Enterprise Questionnaire

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation 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 provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| ☐ a member of any provincial legislature | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the National Assembly or the National Council of Province | ☐ an employee of Parliament or a provincial legislature |
| ☐ a member of the board of directors of any municipal entity | |
| ☐ an official of any municipality or municipal entity | |

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

Service, Maintenance, Repairs, Upgrades, Replacement and New installations of equipment in substations, mini-substations, protection systems, DC systems, Street lighting, area lighting and distribution overhead-lines at Various Hospitals, Community Health-care Centres, Laundries, Mortuaries, Clinics and other healthcare facilities within Free State Province Health Department

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- | | |
|--|---|
| ☐ a member of any municipal council | ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| ☐ a member of any provincial legislature | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the National Assembly or the National Council of Province | ☐ an employee of Parliament or a provincial legislature |
| ☐ a member of the board of directors of any municipal entity | |
| ☐ an official of any municipality or municipal entity | |

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

*insert separate page if necessary

Service, Maintenance, Repairs, Upgrades, Replacement and New installations of equipment in substations, mini-substations, protection systems, DC systems, Street lighting, area lighting and distribution overhead lines at Various Hospitals, Community Health care Centres, Laundries, Mortuaries, Clinics and other healthcare facilities within Free State Province Health Department

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have 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; and
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed _____ Date _____
Name _____ Position _____
Enterprise name _____

Service, Maintenance, Repairs, Upgrades, Replacement and New installations of equipment in substations, mini-substations, protection systems, DC systems, Street lighting, area lighting and distribution overhead lines at Various Hospitals, Community Health care Centres, Laundries, Mortuaries, Clinics and other healthcare facilities within Free State Province Health Department

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 or Details
1		
2		
3		
4		
5		
6		
7		
8		

Attach additional pages if more space is required.

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____

Service, Maintenance, Repairs, Upgrades, Replacement and New installations of equipment in substations, mini-substations, protection systems, DC systems, Street lighting, area lighting and distribution overhead lines at Various Hospitals, Community Health care Centres, Laundries, Mortuaries,

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 F.3.8.2 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Attach additional pages if more space is required

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____

Service, Maintenance, Repairs, Upgrades, Replacement and New installations of equipment in substations, mini-substations, protection systems, DC systems, Street lighting, area lighting and distribution overhead lines at Various Hospitals, Community Health care Centres, Laundries, Mortuaries, Clinics and other healthcare facilities within Free State Province Health Department

Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Mrs
, authorised signatory of the company
, acting in the capacity of lead partner,
 to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature
CIDB registration number:		Name
		Designation
CIDB registration number:		Signature
		Name
		Designation
CIDB registration number:		Signature
		Name
		Designation
CIDB registration number:		Signature
		Name
		Designation

Service, Maintenance, Repairs, Upgrades, Replacement and New installations of equipment in substations, mini-substations, protection systems,DC systems, Street lighting, area lighting and distribution overhead lines at Various Hospitals, Community Health care Centres, Laundries, Mortuaries, Clinics and other healthcare facilities within Free State Province Health Department

Schedule of Proposed Subcontractors

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments.

Name and address of proposed Subcontractor	Description of Work to be executed by the Subcontractor	Previous experience with the Subcontractor

Attach additional pages if more space is required

Signed _____ Date _____
Name _____ Position _____
Enterprise name _____

Service, Maintenance, Repairs, Upgrades, Replacement and New installations of equipment in substations, mini-substations, protection systems, DC systems, Street lighting, area lighting and distribution overhead lines at Various Hospitals, Community Health care Centres, Laundries, Mortuaries, Clinics and other healthcare facilities within Free State Province Health Department

Schedule of recently completed and current contracts

List not more than seven contracts completed in the last five years

	Contract title:	Employer (name) Place (town)	Reference person		Contract Amount (R million)	Contract Period (months)	Date of Completion*
			Name	Tel			
1							
2							
3							
4							
5							
6							
7							

*Completed means that a certificate has been issued in terms of a contract by the employer, signifying that the whole of the construction works have reached a state of readiness for occupation or use for the purposes intended, although some minor work may be outstanding.

Service, Maintenance, Repairs, Upgrades, Replacement and New installations of equipment in substations, mini-substations, protection systems, DC systems, Street lighting, area lighting and distribution overhead lines at Various Hospitals, Community Health care Centres, Laundries, Mortuaries, Clinics and other healthcare facilities within Free State Province Health Department

List all current contracts not complete at the time

Project:	Employer (name) Place (town)	Reference person		Contract Amount (R million)	Contract Period (months)	Date of Commencement	Date of Completion *
		Name	Tel				
1							
2							
3							
4							
5							
6							
7							
9							
10							

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*Date when defects liability period commenced (period after completion)

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____

Service, Maintenance, Repairs, Upgrades, Replacement and New installations of equipment in substations, mini-substations, protection systems, DC systems, Street lighting, area lighting and distribution overhead lines at Various Hospitals, Community Health care Centres, Laundries, Mortuaries, Clinics and other healthcare facilities within Free State Province Health Department

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 bid is accepted.

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

[illegible]

Attach additional pages if more space is required

Service, Maintenance, Repairs, Upgrades, Replacement and New installations of equipment in substations, mini-substations, protection systems, DC systems, Street lighting, area lighting and distribution overhead lines at Various Hospitals, Community Health care Centres, Laundries, Mortuaries, Clinics and other healthcare facilities within Free State Province Health Department

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

[illegible]

Attach additional pages if more space is required

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____

Service, Maintenance, Repairs, Upgrades, Replacement and New installations of equipment in substations, mini-substations, protection systems, DC systems, Street lighting, area lighting and distribution overhead lines at Various Hospitals, Community Health care Centres, Laundries, Mortuaries, Clinics and other healthcare facilities within Free State Province Health Department

Evaluation Schedule: bidder's Experience

The experience of the bidder or joint venture partners in the case of an unincorporated joint venture or consortium as apposed to the key staff members / experts in similar projects or similar areas and conditions in relation to the scope of work over the last five years will be evaluated.

bidders should very briefly describe his or her experience in this regard and attach a minimum of five completion certificates to this schedule.

The description should be put in tabular form with the following headings

Employer, contact person and telephone number, where available	Description of work (service)	Value of work (i.e. the service provided) inclusive of VAT (Rand)	Date completed

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed	_____	Date	_____
Name	_____	Position	_____
Enterprise name	_____		

100 100 100 100

Evaluation Schedule: Experience of Key Staff

[illegible]

Service, Maintenance, Repairs, Upgrades, Replacement and New installations of equipment in substations, mini-substations, protection systems, DC systems, Street lighting, area lighting and distribution overhead lines at Various Hospitals, Community Health care Centres, Laundries, Mortuaries, Clinics and other healthcare facilities within Free State Province Health Department

Evaluation Schedule: Quality control procedures

The quality control practices and procedures, which ensure compliance with stated employer's requirements previous, will be evaluated.

bidders should very briefly outline his or her procedures in relation to the project and attach this to this schedule.

The scoring of the bidder's quality control procedures will be as follows:

Quality Control Scoring Table	
Poor (score 40)	Quality control procedures are unlikely to ensure compliance with stated employer's requirements
Satisfactory (score 70)	Quality control procedures are possibly able to ensure compliance with stated employer's requirements
Good (score 90)	Quality control procedures are likely to ensure compliance with stated employer's requirements
Very good (score 100)	Quality control procedures are most likely to ensure compliance with stated employer's requirements

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed _____ Date _____

Name _____ Position _____

bider _____

Service, Maintenance, Repairs, Upgrades, Replacement and New installations of equipment in substations, mini-substations, protection systems, DC systems, Street lighting, area lighting and distribution overhead lines at Various Hospitals, Community Health care Centres, Laundries, Mortuaries, Clinics and other healthcare facilities within Free State Province Health Department

Bid Evaluation Schedule

The parameters bidden in the Contract Data by the Contractor are to be reduced to a common base for comparative purposes as follows:

Bidded total of the Prices (from summary to Activity Schedule) R..... ①

Part B: Assessing the impact of the bidden completion date

Bidded completion date (from Part two of the Contract Data) 36 months ④
after the starting date

Employer's estimate of earliest completion date weeks ⑤
after the starting date

Employer's estimate of weekly costs relating to completion R / week ⑥
after estimated earliest completion date

Additional amount to be added to bidded total of prices to take account of bided completion date

= (④ - ⑤) x ⑥ = R

Summary

bided total of the Prices (from summary to Activity Schedule) (u)	R
Additional amount to be added to bidded total of prices to take account of compensation events	R
Additional amount to be added to bidded total of prices to take account of bided completion date	R
Comparative offer for bid evaluation purposes	R

Service, Maintenance, Repairs, Upgrades, Replacement and New installations of equipment in substations, mini-substations, protection systems, DC systems, Street lighting, area lighting and distribution overhead lines at Various Hospitals, Community Health care Centres, Laundries, Mortuaries, Clinics and other

Certificate of attendance at clarification meeting

This is to certify that

..... (Enterprise name)

of

.....

..... (address)

was represented by the person(s) named below at the compulsory meeting held for all bidders at

..... (location)

On (date), starting at hrs

I have made myself familiar with all site conditions likely to influence the work and all aspects that could influence either the cost or the construction of the service.

I further certify that I am satisfied with the description of the work and explanations given at the meeting and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

Particulars of person(s) attending the meeting

Name Signature

Capacity

Name Signature

Capacity

Attendance of the above person(s) at the meeting is confirmed by the Service Manager, namely

Name Signature

Capacity Date & Time

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Service, Maintenance, Repairs, Upgrades, Replacement and New installations of equipment in substations, mini-substations, protection systems, DC systems, Street lighting, area lighting and distribution overhead lines at Various Hospitals, Community Health care Centres, Laundries, Mortuaries, Clinics and other healthcare facilities within Free State Province Health Department

Tax Clearance Certificate for bids

The bidder is to affix to this page:

An Original Valid Tax Clearance Certificate for bids issued by the South African Revenue Services (S.A.R.S.) in the Name of the Enterprise indicating the Trading Name.

Note:

Failure to affix such certificate may result in this bid not being further considered for the award of the contract.

Service, Maintenance, Repairs, Upgrades, Replacement and New installations of equipment in substations, mini-substations, protection systems, DC systems, Street lighting, area lighting and distribution overhead lines at Various Hospitals, Community Health care Centres, Laundries, Mortuaries, Clinics and other

Proof of Registration with the CIDB

The bidder is to affix to this page:

An Original Certificate as proof of his registration with the CIDB in a contractor grading designation of 4ME or higher.

Notes:

1. Failure to affix such certificate may result in this bid not being further considered for the award of the contract.
2. The Department will verify the certificate on the CIDB's website.

Service, Maintenance, Repairs, Upgrades, Replacement and New installations of equipment in substations, mini-substations, protection systems,DC systems, Street lighting, area lighting and distribution overhead lines at Various Hospitals, Community Health care Centres, Laundries, Mortuaries, Clinics and other healthcare facilities within Free State Province Health Department

Part 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

Service, Maintenance, Repairs, Upgrades, Replacement and New installations of equipment in substations, mini-substations, protection systems,DC systems, Street lighting, area lighting and distribution overhead lines at Various Hospitals, Community Health care Centres, Laundries, Mortuaries, Clinics and other healthcare facilities within Free State Province Health Department

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

By the representative of the bidder, deemed to be duly authorized, signing this part of this form of offer and acceptance, the bidder 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:

..... Rand (in words)
R (in figures)

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 bidder before the end of the period of validity stated in the bid data, whereupon the bidder becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature(s)	Date
Name(s) .....	.....
Capacity .....	.....
for the bidder .....	.....

Name and	
signature	
of witness	Date

Service, Maintenance, Repairs, Upgrades, Replacement and New installations of equipment in substations, mini-substations, protection systems, DC systems, Street lighting, area lighting and distribution overhead lines at Various Hospitals, Community Health care Centres, Laundries, Mortuaries, Clinics and other healthcare facilities within Free State Province Health Department

Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the bidder'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 bidder's offer shall form an agreement between the employer and the bidder 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
- Part C4: Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the bid data and any addenda thereto as listed in the bid schedules as well as any changes to the terms of the offer agreed by the bid 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 bidder shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's Service Manager (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the bidder receives one fully completed copy of the original document, including the schedule of deviations (if any). Unless the bidder (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(s) Date
Name(s)
Capacity

for the Employer Department of Health
Infrastructure Unit
Bophelo House
P.O Box 227
Corner Charlotte Maxeke Street and Harvey Road
9300

Name and signature
of witness Date

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Service, Maintenance, Repairs, Upgrades, Replacement and New installations of equipment in substations, mini-substations, protection systems, DC systems, Street lighting, area lighting and distribution overhead lines at Various Hospitals, Community Health care Centres, Laundries, Mortuaries, Clinics and other healthcare facilities within Free State Province Health Department

Schedule of Deviations

1	Subject	.....
	Details	.....
		
		
		
2	Subject	.....
	Details	.....
		
		
		
3	Subject	.....
	Details	.....
		
		
		
4	Subject	.....
	Details	.....
		
		
		
5	Subject	.....
	Details	.....
		
		
		

By the duly authorised representatives signing this agreement, the Employer and the bidder agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the bid data and addenda thereto as listed in the bid schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the bidder 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 bid documents and the receipt by the bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

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Service, Maintenance, Repairs, Upgrades, Replacement and New installations of equipment in substations, mini-substations, protection systems, DC systems, Street lighting, area lighting and distribution overhead lines at Various Hospitals, Community Health care Centres, Laundries, Mortuaries, Clinics and other healthcare facilities within Free State Province Health Department

Part C1.2 Contract Data

The Conditions of Contract are the NEC3 Engineering and Construction Contract - Option A: Priced contract with activity schedule (Third edition of June 2005 with amendments April 2013 - see www.neccontract.com/useful_downloads/NEC_Amendments_April_2013.asp) copies of which may be obtained from Engineering Contract Strategies (telephone 011-803 3008).

The NEC3 Engineering and Construction Contract makes several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.

Each item of data given below is cross-referenced to the clause in the NEC3 Engineering and Construction Contract to which it mainly applies.

Part one: Data provided by the *Employer*

Clause	Statements / Data
1	General
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option A, Priced contract with activity schedule, dispute resolution Option W1 and the following Secondary Option Clauses, indicated below, of the NEC3 Engineering and Construction Contract (April 2013 with amendments). Secondary Option Clauses X1 Price adjustment for inflation X2 Changes in the law X5 Sectional Completion

	X7 Delay damages X13 Performance Bond X15 Limitation of the <i>Contractor's</i> liability for his design to reasonable skill and care X16 Retention X17 Low performance damages X18 Limitation of liability Z Additional conditions of contract
10,1	The <i>Employer</i> is The Department of Health: Free State Provincial Government Physical address: Corner Charlotte Maxeke Street and Harvey Road Bophelo House Bloemfontein Postal address : P.O Box 227 Bophelo House Bloemfontein Telephone: (051) 408-1189 Facsimile: (051) 408-1221
10,1	The <i>Program Manager</i> is Bongani Booï Name Director of Engineering and Technical Service Address Corner Charlotte Maxeke Street and Harvey Road Bophelo House Bloemfontein 9300
10,1	The <i>Supervisor</i> is Thabang Tau Name Chief Director of Infrastructure Management Address Corner Charlotte Maxeke Street and Harvey Road Bophelo House Bloemfontein 9300

11.2(13)	The works include but are not limited to the following:										
	<i>Service, Maintenance, Repairs, Upgrades, Replacement and New installations of equipment in substations, mini-substations, protection systems, DC systems, Street lighting, area lighting and distribution overhead lines at Various Hospitals, Community Health care Centres, Laundries, Mortuaries, Clinics and other healthcare facilities within Free State Province Health Department</i>										
11.2(14)	The following matters will be included in the Risk Register:										
11.2(15)	The boundaries of the site are the external walls of various institutions in Free State Province										
11.2(16)	The Site Information is in Part C4: Site Information										
11.2(19)	The Works Information is in Part C3: Scope of Work										
12,2	The <i>law of the contract</i> is the law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa										
13,1	The <i>language of this contract</i> is English										
13,3	The <i>period for reply</i> is two weeks										
2	The Contractor's main responsibilities										
	As mentioned in NEC ECC contract (April 2013)										
3	Time										
11.2(3)	The <i>completion date</i> for the whole of the works is 36 months after the <i>starting date</i> .										
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are: <table> <thead> <tr> <th colspan="2">Condition to be met</th><th>Key date</th></tr> </thead> <tbody> <tr> <td>1</td><td>.....</td><td>.....</td></tr> <tr> <td>2</td><td>.....</td><td>.....</td></tr> </tbody> </table>		Condition to be met		Key date	1			2		
Condition to be met		Key date									
1											
2											
30,1	The <i>access dates</i> are Whole of the Site Within two weeks of the Starting date subject to the Service Manager's approval of a suitable and sufficiently documented health and safety plan										

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31,1	The Contractor is to submit a first programme for acceptance within two weeks of the Contract Date
31,2	<i>Starting date:</i> 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 one week.
35,1	The <i>Employer</i> is not willing to take over the works before the Completion Date.
4	Testing and Defects
40,5	The <i>defects date</i> is thirteen weeks after completion of the whole of the <i>works</i>
43.2	The <i>defect correction period</i> is four weeks
5	Payment
50,1	The <i>assessment interval</i> is four weeks
51,1	The <i>currency of this contract</i> is the South African Rand
51,2	The period within which payments are made is within 30 days after the completion of works
51,4	The <i>interest rate</i> applicable will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999)
6	Compensation events
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are: the cumulative rainfall (mm) the number of days with rainfall more than 10 mm
	The place where weather is to be recorded (on the Site) is on the site of an identified project in close proximity to the major portion of building works
	The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at a site nearest to that of the <i>site</i> and which are available from the South African Weather Service

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7	Title
	No data is required for this section of the <i>conditions of contract</i>
8	Risks and insurance
80,1	These are additional <i>Employer's</i> risks 1 2
84,1	The <i>Contractor</i> provides these additional insurances: 1) A Coupon Policy for Special Risks Insurance issued by the South African Special Risks Insurance Association 2)
84,2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the <i>works</i> , Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) 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
84,2	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 R 5 000 000.00
84,2	The insurance against loss of or damage to the <i>works</i> , Plant and Materials is to include cover for Plant and Materials provided by the <i>Employer</i> for an amount of R 3 000 000.00
9	Termination
	As mentioned in NEC ECC (April 2013)
10	Data for main option clauses
A	Priced contract with activity schedule
11.2(20)	The <i>activity schedule</i> is in Part C2.2: Activity Schedule
11.2(30)	The tendered total of the Prices is in Part C1.1: Form of Offer and Acceptance

11	Data for Option W1															
W1.1	The <i>Adjudicator</i> is appointed when a dispute arises															
W1.2(3)	The <i>Adjudicator nominating body</i> is the Electrical contractor association (ECA) or the Electrical contractors board (ECB) or Engineering Council Of South Africa (ECSA)															
W1.4(2)	The <i>tribunal</i> is a South African court of law															
12	Data for secondary Option clauses															
X1	Price adjustment for inflation															
X1.1(a)	The <i>base date</i> for indices is the month during which the closing date for tenders falls															
X1.2	Price adjustment for inflation is in accordance with the JBCC Contract Price Adjustment Provisions CPAP Indices Application Manual as calculated and published by Stats SA and distributed through JBCC (May 2005 Edition) The listing of additional items for exclusion by Contractors, as contained in clause 3.4.3 of the CPAP Indices Application Manual, will only be permitted where the Schedule for Imported Material and Equipment form provided in Part T2.2 has been fully completed															
X2	Changes in the law															
	No data is required for this Option															
X5, X7	Sectional Completion and delay damages used together															
X5.1	The <i>completion date</i> for each <i>section</i> of the <i>works</i> is <table><thead><tr><th><i>Section</i></th><th><i>Description</i></th><th><i>Completion date</i></th></tr></thead><tbody><tr><td>1</td><td>.....</td><td>Within weeks of the Starting date</td></tr><tr><td>2</td><td>.....</td><td>Within weeks of the Starting date</td></tr><tr><td>3</td><td>.....</td><td>Within weeks of the Starting date</td></tr><tr><td>4</td><td>.....</td><td>Within weeks of the Starting date</td></tr></tbody></table>	<i>Section</i>	<i>Description</i>	<i>Completion date</i>	1		Within weeks of the Starting date	2		Within weeks of the Starting date	3		Within weeks of the Starting date	4		Within weeks of the Starting date
<i>Section</i>	<i>Description</i>	<i>Completion date</i>														
1		Within weeks of the Starting date														
2		Within weeks of the Starting date														
3		Within weeks of the Starting date														
4		Within weeks of the Starting date														
X7.1	Delay damages for each <i>section</i> of the <i>works</i> are cents per R100.00 of the value of the respective section inclusive of Preliminaries and exclusive of Value-added Tax per day															

X7	Delay damages (but not if Option X5 is also used)
X7	Delay damages for Completion of the whole of the <i>works</i> are 16.5 cents per R100.00 of the offered total of prices exclusive of Value-added Tax per day
X13	Performance bond
X13	The amount of the performance bond is five per cent (5%) of the offered total of prices inclusive of value added tax
X15	Limitation of the <i>Contractor's</i> liability for his design to reasonable skill and care
	No data is required for this Option
X17	Low performance damages
X17	The low performance damage in Rands relating to the failure to attain a tendered contract participation goal in the Preferencing Schedule is calculated from the following formula: $1,5 \times PP \frac{(D - D_o)}{100 \times D_o} \times CA$ where - D = tendered Contract Participation Goal percentage in Preferencing Schedule. - D_o = the Contract Participation Goal which the Employer's representative based on the credits passed, certifies as being achieved upon completion of the Contract - PP = number of tender evaluation points granted as a preference - CA = contract amount as determined in accordance with the Works Information
X18	Limitation of liability
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is unlimited.



X18.2	The <i>Contractor's</i> minimum amount of liability 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 <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the works for any one event is unlimited with cross liability so that the insurance applies to the Parties separately
X18.3	The <i>Contractor's</i> minimum amount of liability 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 R5 000 000.00
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 the excluded matters, is limited to R nil
X18.5	The <i>end of liability date</i> is thirteen weeks after the Completion of the whole of the works
Z	<i>Additional conditions of contract</i>
Z1	Clause 13.1 is amended by the addition of the following: Communication by cell phone SMS's is not acceptable
Z2	Clause 61.3 is amended by replacing "eight weeks" with "four weeks"
Z3	The Contractor submits his valid tax invoice and valid Tax Clearance Certificate one week after receiving a payment certificate from the Service Manager in terms of clause 51.1. Where the Contractor does not submit his valid tax certificate and valid Tax Clearance 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 <i>Contractor</i> should have submitted his valid tax invoice and valid Tax Clearance Certificate to the date when he does submit it.
Z4	The definitions such as refurbishment, upgrades and replacements in this contract refers to electrical installation works and EP grading only as stated in electrical installation regulations and CIDB. All the other works or project as defined in CIDB (e.g CE, GB etc) are excluded and do not form part of this contract
Z5	The Department or its representative reserves the right to request quotations, from the panel of approved framework contractors, for any scope of work that is deemed to be maintenance capital expenditure.



Part two: Data provided by the *Contractor*

Note: The tendering contractor is advised to read both the NEC3 Engineering and Construction Contract (April 2013) and the relevant parts of its Guidance Notes (ECC3-GN) in order to understand the implications of this Data which the Tenderer is required to complete.

Clause	Statements / Data
10,1	The <i>Contractor</i> is Name Address Telephone: Facsimile:
11.2(8)	The <i>direct fee percentage</i> is %
11.2(8)	The <i>subcontracted fee percentage</i> is %
11.2(18)	The <i>working areas</i> are the Site and
24,1	The key people are 1 Name Job Responsibilities Qualifications Experience 2 Name Job Responsibilities Qualifications Experience
11.2(3)	The <i>completion date</i> for the whole of the works is thirty six (36) months after the starting date.
11.2(14)	The following matters will be included in the Risk Register:

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11.2(19)	The Works Information for the <i>Contractor's</i> design is in															
31,1	The programme identified in the Contract Data is in															
	Data for the Shorter Schedule of Cost Components															
41 in SSCC	The percentage for people overheads is %															
21 in SSCC	The published list of Equipment is the last edition of the list published by the Contractor's Plant Hire Association in their publication Hire SA in Africa (Tel (011) 293 7457) The percentage for adjustment for Equipment in the published list is 10 % (state plus or minus)															
22 in SSCC	The rates for other Equipment are <table border="1"> <thead> <tr> <th>Equipment</th><th>Size or capacity</th><th>Hourly Rate</th></tr> </thead> <tbody> <tr><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td></tr> </tbody> </table>	Equipment	Size or capacity	Hourly Rate												
Equipment	Size or capacity	Hourly Rate														
.....																
.....																
.....																
.....																
61 in SCC and SSCC	The hourly rates for Defined Cost of design outside the Working Areas are <table border="1"> <thead> <tr> <th>Category of Employee</th><th>Hourly rate</th></tr> </thead> <tbody> <tr> <td>Professional engineer or professional engineering technologists</td><td>.....</td></tr> <tr> <td>Technically qualified staff</td><td>.....</td></tr> <tr> <td>Draughts person</td><td>.....</td></tr> </tbody> </table>	Category of Employee	Hourly rate	Professional engineer or professional engineering technologists		Technically qualified staff		Draughts person								
Category of Employee	Hourly rate															
Professional engineer or professional engineering technologists																
Technically qualified staff																
Draughts person																
62 in SCC and SSCC	The percentage for design overheads is %															
63 in SCC and SSCC	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are professional engineer or professional engineering technologists, technically qualified staff and draughts person															

Part C1.3 Performance Bond

Note: This proforma to be reproduced exactly as shown below on the letterhead of the Surety

Department of Health
Supply Chain Management
Bophelo House
P.O Box 227
Corner Charlotte Maxeke Street and Harvey Road
9300

Date: _____

Dear Sirs,
Service, Maintenance, upgrades and Replacement of equipment in substations, mini-substations, protection systems, DC systems, Street lighting, area lighting and distribution overhead lines at Various Hospital, Community Health care Centres, Clinics and other health facilities in the Free State Province Health Department for a period of 36 Months.

Department of Health
Supply Chain Management
Bophelo House
P.O Box 227
Corner Charlotte Maxeke Street and Harvey Road
9300

(the *Employer*) and

Contractor Registered Name.....

Address of the contractor.....

.....

.....

With reference to the Maintenance, Refurbishment, Replacement and Upgrades of Electrical Installation Reticulation, Standby Generators and Uninterrupted Power Supply Equipment Installation at Various Institutions in the Free State Province Health Department for a period of 36 Month

I/We the undersigned
on behalf of the Surety
of physical address
.....
.....

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and duly authorised thereto do hereby bind ourselves as Surety and co-principal debtors in solidum for the due and faithful performance of all the terms and conditions of the Contract by the *Contractor* and for all losses, damages and expenses that may be suffered or incurred by the *Employer* as a result of non-performance of the Contract by the *Contractor*, subject to the following conditions:

- 1 The terms Employer, Contractor, Service Manager, works and Defects Certificate have the meaning as assigned to them by the Conditions of Contract stated in the Contract Data for the aforesaid Contract.
- 2 We renounce all benefits from the legal exceptions "Benefit of Excursion and Division", "No value received" and all other exceptions which might or could be pleaded against the validity of this bond, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted.
- 3 The *Employer* has the absolute right to arrange his affairs with the *Contractor* in any manner which the *Employer* deems fit and without being advised thereof the Surety shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Surety. Without derogating from the foregoing compromise, extension of the construction period, indulgence, release or variation of the *Contractor's* obligation shall not affect the validity of this performance bond.
- 4 This bond will lapse on the earlier of
 - the date that the Surety receives a notice from the *Project coordinator* stating that the last Defects Certificate has been issued, that all amounts due from the *Contractor* as certified in terms of the contract have been received by the *Employer* and that the *Contractor* has fulfilled all his obligations under the Contract, or
 - the date that the Surety issues a replacement Performance Bond for such lesser or higher amount as may be required by the Service Manager.
- 5 Always provided that this bond will not lapse in the event the Surety is notified by the *Project Coordinator* of the *Employer's* intention to institute claims and the particulars thereof, in which event this bond shall remain in force until all such claims are paid and settled.
- 6 The amount of the bond shall be payable to the Employer upon the Employer's demand and no later than 7 days following the submission to the Surety of a certificate signed by the Service Manager stating the amount of the Employer's losses, damages and expenses incurred as a result of the non-performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the Employer's loss, damage and expense
- 7 Our total liability hereunder shall not exceed the sum of:
(say) _____ Rand (in words)
R _____ (in figures)
- 8 This Performance Bond is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa, subject to the jurisdiction of the courts of the Republic of South Africa.

Signed at _____ on this _____ day of _____ 201 _____

Signature(s) _____

Name(s) (printed) _____

Position in Surety company _____

Signature of Witness(s) _____

Name(s) (printed) _____

Service, Maintenance, Repairs, Upgrades, Replacement and New installations of equipment in substations, mini-substations, protection systems, DC systems, Street lighting, area lighting and distribution overhead lines at Various Hospitals, Community Health care Centres, Laundries, Mortuaries, Clinics and other healthcare facilities within Free State Province Health Department

Part C2.1 Pricing Instructions

- 1 The Bill of Quantities has been drawn up in accordance with the Model Bill of Quantities based on the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (Sixth Edition (Revised), 1999. Where applicable the:
 - a) Electrical Installations work has been drawn up in accordance with the provisions of the latest edition of SANS 10142-2
- 2 The agreement is based on the NEC3 Engineering and Construction Contract edition of April 2013). The additions, deletions and alterations to the NEC3 Engineering and Construction Contract as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bill of Quantities are recited.
- 3 It will be assumed that prices included in the Bill of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on
- 4 The drawings listed in the Scope of Works used for the setting up of this Bill of Quantities are kept by the Employer's Agent and can be viewed at any time during office hours up until the completion of the works.
- 5 Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
- 6 Where any item is not specifically listed under the fixed rate items and is still applicable to this specific contract, such item shall have a maximum markup not exceeding 25%
- 7 The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminaries) of the Bill of Quantities
- 8 The Bill of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bill of Quantities, is at the Contractor's risk.
- 9 The amount of the Preliminaries to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum and the amount for Preliminaries .
- 10 Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 9 but taking into account the revised period for completing the works.
- 11 The amount or the items of the Preliminaries shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bill of Quantities:
 - a) an amount which is not to be varied, namely Fixed
 - b) an amount which is to be varied in proportion to the contract value, namely Value Related;
 - c) an amount which is to be varied in proportion to the construction period as compared to the initial
- 12 Where no provision is made in the Bill of Quantities to indicate which of the three categories in 11 apply or where no selection is made, the adjustments shall be based on the following breakdown:
 - a) 10 percent is Fixed;
 - b) 15 percent is Value Related
 - c) 75 percent is Time Related
- 13 The adjustment of the Preliminaries shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminaries shall exclude any contingency sum and the amount for Preliminaries .

Service, Maintenance, Repairs, Upgrades, Replacement and New installations of equipment in substations, mini-substations, protection systems, DC systems, Street lighting, area lighting and distribution overhead lines at Various Hospitals, Community Health care Centres, Laundries, Mortuaries, Clinics and other healthcare facilities within Free State Province Health Department

Part C2.2 Bill of Quantities

- 1 The Bill of Quantities is split into two sections, as follows:
 - a) Priced rates for service, maintenance, replacement and new installations of primary plant equipment (6.6kV, 11kV, 22kV or Higher)
 - b) Priced rates for service, maintenance, replacement and new installations of secondary equipment (protection schemes, panel, DC system and Street Lighting) (0V-1000V)
- 2 Each of the two bills must be completed. Then a total for each bill must be calculated to get to bill total. The two total must then be filled in the Bid Value Table below. A final bid value inclusive of VAT must then be calculated

BID VALUE TABLE		
Part	Bill of Quantities	Price
C7.2	Priced rates for service, maintenance, replacement and new installations of primary plant equipment (6.6kV, 11kV, 22kV or Higher)	
C9.2	Priced rates for service, maintenance, replacement and new installations of secondary equipment (protection schemes, panel, DC system and Street Lighting) (0V-1000V)	
	Sub-Total	
	VAT	
	TOTAL BID VALUE	

- 3 The **Total Bid Value** from the table above must be transferred to **C1.1 Form of Offer and Acceptance** as well as on this bid cover page.

Service, Maintenance, Repairs, Upgrades, Replacement and New installations of equipment in substations, mini-substations, protection systems, DC systems, Street lighting, area lighting and distribution overhead lines at Various Hospitals, Community Health care Centres, Laundries, Mortuaries, Clinics and other healthcare facilities within Free State Province Health Department

Part C3.1 Scope of Work

3.1.1 The Scope is split into two sections, as follows:

- a) Scope of Work for Service, Maintenance, replacement and new installations of primary plant equipment
- b) Scope of Work for service, maintenance, replacement and new installations of secondary plant equipment

Part	Scope of Work
C8.1	Scope of Work for Service, Maintenance, replacement and new installations of primary plant equipment
C10.1	Scope of Work for service, maintenance, replacement and new installations of secondary plant equipment

The Contractor shall ensure that a master installation electrician is required to oversee and certify any electrical work to the works.

3.1.2 Applicable national and international standards

3.1.3 Materials, samples and shop drawings

Samples of materials

The contractor shall furnish samples of materials and specimens of finishes as may be called for by the Department of Infrastructure Development Representative for his approval

Workmanship samples

The supervisor may instruct the contractor to furnish samples of workmanship for his approval. Where the supervisor requires an assembly of various elements of the building or installation which is not incorporated in the works, the contractor shall arrange such an assembly at the employer's expense and the contract value shall be adjusted accordingly

Shop drawings

Only shop drawings and samples submitted for approval by the contractor shall be considered by the supervisor. The supervisor's approval of shop drawings or samples shall be limited to checking for general conformity with design and specification and shall not alter the design responsibilities in terms of the agreement. Where shop drawings are called for:

The contractor shall:

- Prepare, or ensure that a subcontractor, manufacturer, supplier or distributor prepares shop drawings at their own expense
- Submit sufficient copies of shop drawings to the supervisor for approval
- Allow the supervisor reasonable time to approve shop drawings
- Keep a record of all shop drawings submitted to the supervisor
- Ensure that shop drawings conform to the dimensions of built work
- Submit sufficient copies of the approved shop drawings to the supervisor for his use and for use on the works
- Ensure that work is not executed from shop drawings that have not been approved by the supervisor

The supervisor shall:

- Check the shop drawings submitted by the contractor timeously
- Advise the contractor where shop drawings are approved or are to be resubmitted

3.1.4 Instruction manuals and guarantees

The Contractor shall hand over to the Service Manager any operating and instruction manuals, data, product guarantees or instructions required by the Service Manager or provided by the manufacturers, suppliers or subcontractors

Operating and instruction manuals are to be submitted to the following employer's required format and manner:

- One master manual which contains all original certificates
- Three copies of the master manual

The Contractor shall train all relevant staff of the employer in the safe operating procedures of the starting up, maintaining and shutting down of equipment supplied, all to the approval of the Service Manager.

3.1.5 Dimensional accuracy

The contractor shall within 4 weeks of the access date check the existing levels, lines, profiles and the like affecting the works and satisfy himself as to the dimensional accuracy of work previously executed. The contractor shall forthwith notify the supervisor

3.1.6 Site establishment

Water and Electricity

The Employer does not warrant that any water or electricity supply that may exist is adequate for the proper execution of the works. Where such supply is inadequate, the contractor shall provide an adequate supply at his own expense

Service - Water

The Contractor shall make and upon completion remove all the necessary temporary plumbing connections to the Employer's water supply at designated points and make use of water free of charge for construction purposes only.

Service - Electricity

The Contractor shall make and upon completion remove all the necessary temporary installation to the Employer's electrical supply at designated points and make use of electricity free of charge for construction purposes only.

Ablution facilities

The Employer shall permit the Contractor usage of the existing ablution facilities. The Contractor shall maintain such facilities in a thoroughly clean and tidy condition and make good any damage thereto at his own expense.

3.1.7 Other facilities and services

Telecommunication facilities

The Contractor shall provide the following telecommunication facilities and shall be entitled to recover usage costs from the users thereof:

- Telephone
- Facsimile
- E-mail

Security of the works

The Contractor shall take all appropriate measures for general security of the works.

Compliance with manufacturer's instructions

The Contractor shall take delivery of, handle, store, use, apply and fix all products in strict accordance with the manufacturer's instructions.

Protection/isolation of existing/sectionally occupied works

The Contractor shall provide all temporary measures to protect/isolate the existing and/or sections of the occupied works and remove such measures on completion.

3.1.8 Notice boards

The Contractor shall provide, erect where directed, maintain and remove on completion of the works a notice board, size 2,44m wide and 2,89m high, according to the standard drawing available from the employer, constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick round outer edges and projecting 12mm from face of boarding and rounded on front edge. The board shall be securely fixed to hoarding, where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces.

The lettering is to be 50mm and 100mm "sans serif" in ivory white on the blue background and in 100mm "sans serif" in navy blue on the ivory white background. The inscription, in one language only, which must bear the approval of the Service Manager. No other names or notice boards may be erected without the written approval of the Service Manager.

Sketch drawings of all proposed names or notice boards must be submitted to the Service Manager for approval, before being prepared and erected on site. These sketch drawings must not only show the full content of the proposed names or notice boards, but also the position and locality in which the boards will be erected.

3.1.9 Notice before covering work

The contractor shall give adequate notice to the Service Manager whenever any work or material which is subject to inspection or re-measurement is to be covered or concealed in any way. In default of such a notice being received timeously by the Service Manager such work shall be exposed and later made good at the contractor's expense.

Preventative Maintenance

The Contractor shall:

- Visit the installation at least once per month
- Make all necessary adjustments for the correct operation of the plant
- Maintain all lubrication levels
- Clean all relevant machinery/equipment and affected plant rooms
- Record all work performed in a logbook

Scheduled Services

The Contractor shall:

- Perform all scheduled services in accordance with the operating and maintenance manuals
- Complete all maintenance schedules
- Clean all relevant machinery/equipment and affected plant rooms
- Record all services in a logbook



The Contractor shall:

- Attend to all call outs with due diligence
- Make good any defects due to inferior material and/or workmanship
- Clean all relevant machinery/equipment and affected plant rooms
- Record all work performed in a logbook

Vandalism

The Contractor shall:

- Attend to all call outs with due diligence
- Prove vandalised breakages
- Submit a price for repairs to the agent
- Effect repairs on receipt of instruction
- Clean all relevant machinery/equipment and affected plant rooms
- Record all work performed in a logbook

Administration

The Contractor shall:

- Submit all relevant contact details to the maintenance site foreman including the start and end dates of the maintenance period
- Supply a triplicate record type logbook for the installation to be kept in the office of the foreman
- Report to the foreman when visiting the site
- Sign off all logbook records with the foreman or his duly appointed representative
- Not shut down any part of the plant or installation without the approval of the institution management
- Convene three quarterly site meetings for the purpose of performance tracking. This meeting is to be attended by the site foreman, the employer's maintenance inspector and the agent
- Complete a site meeting record in the logbook, which must be signed by the foreman and the agent
- Submit a monthly invoice with copies of the monthly site inspection record, any service records and all relevant schedules

Site Meetings and Procedures

The Service Manager and the Contractor shall hold meetings relating to the progress of the works at regular intervals and at other such times as may be necessary. The Contractor shall attend all site meetings and shall ensure that all persons under his jurisdiction are notified timeously of all site meetings should the Service Manager require their attendance at such meetings.

The indicative duties of the Service Manager, Supervisor and Employer are as indicated in Annexure A

The Contractor shall keep on site a set of minutes of all site meetings, daily records of resources (people and equipment employed), a site instruction book, a complete set of contract working drawings and a copy of the procurement document and make these available at all reasonable times to all persons concerned with the contract.

Health and safety

3.1.10 Health and safety requirements

The contractor shall be responsible for compliance with the requirements of the Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993, as a principal contractor and shall manage the health and safety aspects of the works in accordance with the requirements of Generic Specification for Occupational Health and Safety in engineering and construction works contracts contained in Annexure B.

The abovementioned generic standard makes several references to the Specification Data for data, provisions and variations that make these standards applicable to this contract. The Specification Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and these standards.

The contractor shall within one week of the starting date and prior to commencing with the works, submit to the Service Manager for approval a suitable and sufficiently documented health and safety plan, based on this specification and the risk assessment that is conducted. No access to the site will be allowed to the contractor without the documented health and safety plan being submitted to and approved by the Service Manager.

Each item of Specification Data given below is cross-referenced to the clause in the standard to which it mainly applies.

3.1.11 Aids awareness

The Contractor as an obligation of the contract is required to promote HIV/AIDS awareness in accordance with requirements of SANS 1921-6

Service, Maintenance, Repairs, Upgrades, Replacement and New installations of equipment in substations, mini-substations, protection systems, DC systems, Street lighting, area lighting and distribution overhead lines at Various Hospitals, Community Health care Centres, Laundries, Mortuaries, Clinics and other healthcare facilities within Free State Province Health Department

Part C3.2 TECHNICAL SPECIFICATION

3.2.1 The Technical Specification is split into two sections, as follows:

- a) Technical Specification for Service, maintenance, replacement and new installations of primary plant equipment
- b) Technical Specification for Service, maintenance, replacement and new installations of secondary plant equipment

Part	Technical Specification
C8.2	Technical Specification for Service, maintenance, replacement and new installations of primary plant equipment
C10.2	Technical Specification for Service, maintenance, replacement and new installations of secondary plant equipment

Service, Maintenance, Repairs, Upgrades, Replacement and New installations of equipment in substations, mini-substations, protection systems, DC systems, Street lighting, area lighting and distribution overhead lines at Various Hospitals, Community Health care Centres, Laundries, Mortuaries, Clinics and other healthcare facilities within Free State Province Health Department

Part C4.1 Site Information

C4.1 THE SITE

The site's are at various Department of Health institutions within the Free State Department of Health. The Department reserves the right to cluster various institutions according to municipal boundaries/ Districts or any other criteria for which adjudication to contractors shall be awarded accordingly. The department reserves the right to contractor site allocation or allocation changes during duration of the contract. The proposed clusters are as follows:

- o Thabo Mofutsanyana District
- o Fezile Dabi District and
- o Lejweleputswa District
- o Mangaung District and
- o Xhariep District

C4.2 WORK AREA

The working area will be the entire institution both internally and externally including plant rooms. All areas of the hospital will be affected. These include theatres, wards, laboratories, offices, kitchens, mortuaries, passages and workshops.

The works undertaken will affect operations in the hospital and as such the contractor will be required to provide equipment to isolate areas been worked on so that operations in the hospitals continue during the project implementation.

C4.3 ACCESS

Access to the sites are through security manned gates. Vehicles and individuals may be searched when accessing or exiting sites. The contractor must arrange temporary access cards for all his/her employees during the project implemetations as access may be denied for unauthorised personnel. The Client reserves the right of admission to the premises.

Part C5.1 – Declaration of Interest

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

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

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

FREE STATE PROVINCIAL CAPEX PROGRAMME - EMPLOYMENT DATA

MINIMUM DATA REQUIRED FROM CONTRACTOR MONTHLY

Item No:	File No:	Report date:
Institution:		
Service:		

Month	ACTUAL PAYMENTS	ACTUAL PEOPLE EMPLOYED					ACTUAL TRAINING				
		Monthly Employment - Number of persons and average number work days					Number of persons and training days				
		Men	Youth	Women	Disabled	Work days	Manage	days	Tech skills	days	Life skills
b/f	Wages (inc in Constr.)										
April											
May											
June											
July											
August											
September											
October											
November											
December											
January											
February											
March											
TOTAL											

COMMENTS:			
	Benchmark	Offered	Contractor's Name:
Labour content			Tel:
Jobs created			E-mail:
Training			Responsible Person:
Contract			
Part C5: Declarations			

Service, Maintenance, Repairs, Upgrades, Replacement and New installations of equipment in substations, mini-substations, protection systems, DC systems, Street lighting, area lighting and distribution overhead lines at Various Hospitals, Community Health care Centres, Laundries, Mortuaries, Clinics and other healthcare facilities within Free State Province Health Department

CALCULATION OF PENALTIES

CALCULATION OF PENALTY PER DAY (EXCLUDING VAT)

CONTRACT PERIOD	RATE PER R100 OF ESTIMATE
1 month	27,5 cents
1,5 months	22 cents
2 months	16,5 cents
2,5 months	13,5 cents
3 months	11 cents
3,5 months	9,5 cents
4 months	8,5 cents
4,5 months	7,5 cents
5 months	6,25 cents
6 months	5,75 cents
7 months	4,75 cents
8 months	4 cents
9 months	3,75 cents
10 months	3,5 cents
11 months	3 cents
12 months	2,75 cents
14 months	2,5 cents
15 months	2,25 cents
16 months	2 cents
18 months	1,75 cents
20 months	1,5 cents
21 months	1,5 cents
24 months	1,25 cents
30 months	1 cent
36 months	1 cent
42 months	1 cent

PENALTY PER DAY ROUNDED OFF AS FOLLOWS:

R0	-	R500	nearest	R5
R501	-	R1 000	nearest	R10
R1 001	-	R5 000	nearest	R50
R5 001	-	and above	nearest	R100

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Service, Maintenance, Repairs, Upgrades, Replacement and New installations of equipment in substations, mini-substations, protection systems, DC systems, Street lighting, area lighting and distribution overhead lines at Various Hospitals, Community Health care Centres, Laundries, Mortuaries, Clinics and other healthcare facilities within Free State Province Health Department

EXAMPLE

$$\begin{aligned}\text{Estimated contract value} &= \text{R2 500 000 (excluding VAT)} \\ \text{Contract period} &= 12 \text{ months} \\ &= \text{R2 500 000} \times \frac{0,0275}{100} \\ &= \text{R687,50/day}\end{aligned}$$

Therefore rounded off to the nearest R10.00

$$= \text{R690,00/day}$$

PENALTIES ON CONTRACTS IN PHASES

Penalties must be calculated proportionally on the estimated contract value of each phase

Part C7.2 BILL OF QUANTITIES PRIMARY PLANT EQUIPMENT

C7.2 Priced rates for repairs, service and maintenance on primary plants				
ITEM NO:	SCHEDULED PARTS	UNIT	PROVISIONAL QUANTITIES	PRICE [EXT VAT]
1	Medium voltage switch gear maintenance			
1,1	Full maintenance on 11kV SF6 circuit breakers			
	Inspect and cleaning of fixed and moving contacts, arcing tips and turbulators. Cleaning of all contacts (aux and earthing included)	sum	sum	
	Inspection and maintenance of mechanism and links and lubricate with OEM approved lubricant (including bearings, sliding parts, cams, latches, pivotal points)			
	Inspecting of MV cable terminations			
	Testing gas pressure and filling up with SF6-GAS. Doing a manufacture's SPEED CURVE test and contract resistance test. One of each prior to maintenance and two tests post maintenance. Measuring of close and trip coils resistance. Insulation test indicating and leakage currents (micro-amps).			
	Issuing of test certificate and guaranteeing the quality of work done			
1,2	Full maintenance on 11kV OIL circuit breakers			
	Inspect and cleaning of fixed and moving contacts, arcing tips and turbulators. Cleaning of all contacts (aux and earthing included)	sum	sum	
	Inspection and maintenance of mechanism and links and lubricate with OEM approved lubricant (including bearings, sliding parts, cams, latches, pivotal points)			
	Inspecting of MV cable terminations			
	Cleaning and refilling the tank with virgin oil (oil Breakers). Doing a manufacture's SPEED CURVE test and contract resistance test. One of each prior to maintenance and two tests post maintenance. Measuring of close and trip coils resistance. Insulation test indicating and leakage currents (micro-amps).			
	Provide certificate that oil used is virgin (kV / ppm)			
	Issuing of test certificate and guaranteeing the quality of work done			
1,3	Full maintenance on oil 11kV isolators			



C7.2 Priced rates for repairs, service and maintenance on primary plants				
ITEM NO:	SCHEDULED PARTS	UNIT	PROVISIONAL QUANTITIES	PRICE [EXT VAT]
	Inspect of fixed and moving contacts. Cleaning of all contacts	sum	sum	
	Inspection and maintenance of mechanism and links and lubricate with OEM approved lubricant			
	Cleaning and refilling the tank with virgin oil (oil isolators) Testing gas pressure and filling up with SF6-GAS. (SF6 isolators).			
	Provide certificate that oil used is virgin (kV / ppm)			
	Issuing of test certificate and guaranteeing the quality of work done			
1,4	Full maintenance on SF6 11kV isolators			
	Inspect of fixed and moving contacts. Cleaning of all contacts	sum	sum	
	Inspection and maintenance of mechanism and links and lubricate with OEM approved lubricant			
	Testing gas pressure and filling up with SF6-GAS. (SF6 isolators).			
	Issuing of test certificate and guaranteeing the quality of work done			
ITEM NO:	SCHEDULED PARTS	UNIT	PROVISIONAL QUANTITIES	PRICE [EXT VAT]
1,5	Full maintenance on 22kV SF6 circuit breakers			
	Inspect and cleaning of fixed and moving contacts, arcing tips and turbulators. Cleaning of all contacts (aux and earthing included)	sum	sum	
	Inspection and maintenance of mechanism and links and lubricate with OEM approved lubricant (including bearings, sliding parts, cams, latches, pivotal points)			
	Inspecting of MV cable terminations			
	Testing gas pressure and filling up with SF6-GAS. Doing a manufacture's SPEED CURVE test and contract resistance test. One of each prior to maintenance and two tests post maintenance. Measuring of close and trip coils resistance. Insulation test indicating and leakage currents (micro-amps).			
	Issuing of test certificate and guaranteeing the quality of work done			
1,6	Full maintenance on 22kV OIL circuit breakers			

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C7.2 Priced rates for repairs, service and maintenance on primary plants				
ITEM NO:	SCHEDULED PARTS	UNIT	PROVISIONAL QUANTITIES	PRICE [EXT VAT]
	Inspect and cleaning of fixed and moving contacts, arcing tips and turbulators. Cleaning of all contacts (aux and earthing included)	sum	sum	
	Inspection and maintenance of mechanism and links and lubricate with OEM approved lubricant (including bearings, sliding parts, cams, latches, pivotal points)			
	Inspecting of MV cable terminations			
	Cleaning and refilling the tank with virgin oil (oil Breakers). Doing a manufacture's SPEED CURVE test and contract resistance test. One of each prior to maintenance and two tests post maintenance. Measuring of close and trip coils resistance. Insulation test indicating and leakage currents (micro-amps).			
	Provide certificate that oil used is virgin (kV / ppm)			
	Issuing of test certificate and guaranteeing the quality of work done			
1,7	Full maintenance on oil 22kV isolators			
	Inspect of fixed and moving contacts. Cleaning of all contacts	sum	sum	
	Inspection and maintenance of mechanism and links and lubricate with OEM approved lubricant			
	Cleaning and refilling the tank with virgin oil (oil isolators) Testing gas pressure and filling up with SF6-GAS. (SF6 isolators).			
	Provide certificate that oil used is virgin (kV / ppm)			
	Issuing of test certificate and guaranteeing the quality of work done			
1,8	Full maintenance on SF6 22kV isolators			
	Inspect of fixed and moving contacts. Cleaning of all contacts	sum	sum	
	Inspection and maintenance of mechanism and links and lubricate with OEM approved lubricant			
	Testing gas pressure and filling up with SF6-GAS. (SF6 isolators).			
	Issuing of test certificate and guaranteeing the quality of work done			
	Issuing of test certificate and guaranteeing the quality of work done			
ITEM NO:	SCHEDULED PARTS	UNIT	PROVISIONAL QUANTITIES	PRICE [EXT VAT]

C7.2 Priced rates for repairs, service and maintenance on primary plants				
ITEM NO:	SCHEDULED PARTS	UNIT	PROVISIONAL QUANTITIES	PRICE [EXT VAT]
2	Maintenance on 11kV miniature substation and RMU			
2(a)	Miniature substation (with oil ring main unit)			
	Medium voltage Isolation or switching	sum	sum	
	Clean MV/LV bushings and all inside components thoroughly.			
	Inspecting MV cable terminations			
	Inspection and retightening of all MV and LV connections			
	Lubricate all hinges and swivel points.			
	Replace weather strips on all doors.			
	Record and reset all maximum demand meters			
	Maintenace on RMU breaker which include lubrication of mechanism and replacement of oil insulation medium with virgin oil			
	Maintenace on RMU switches which include lubrication of mechanism and replacement of oil insulation medium with virgin oil			
	Issuing of test certificate and guaranteeing the quality of work done			
ITEM NO:	SCHEDULED PARTS	UNIT	PROVISIONAL QUANTITIES	PRICE [EXT VAT]
2(b)	Miniature substation (with SF6 ring main unit)			
	Medium voltage Isolation or switching	sum	sum	sum
	Clean MV/LV bushings and all inside components thoroughly.			
	Inspecting MV cable terminations			
	Inspection and retightening of all MV and LV connections			
	Lubricate all hinges and swivel points.			
	Replace weather strips on all doors.			
	Record and reset all maximum demand meters			
	Maintenace on RMU breaker which include lubrication of mechanism and inspecting SF6 pressures			
	Maintenace on RMU switches which include lubrication of mechanism and inspecting SF6 pressures			
	Issuing of test certificate and guaranteeing the quality of work done			

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C7.2 Priced rates for repairs, service and maintenance on primary plants

ITEM NO:	SCHEDULED PARTS	UNIT	PROVISIONAL QUANTITIES	PRICE [EXT VAT]
ITEM NO:	SCHEDULED PARTS	UNIT	PROVISIONAL QUANTITIES	PRICE [EXT VAT]
2	Maintenance on 22kV miniature substation and RMU			
2(c)	Miniature substation (with oil ring main unit)			
	Medium voltage Isolation or switching	sum	sum	sum
	Clean MV/LV bushings and all inside components thoroughly.			
	Inspecting MV cable terminations			
	Inspection and retightening of all MV and LV connections			
	Lubricate all hinges and swivel points.			
	Replace weather strips on all doors.			
	Record and reset all maximum demand meters			
	Maintenace on RMU breaker which include lubrication of mechanism and replacement of oil insulation			
	Maintenace on RMU switches which include lubrication of mechanism and replacement of oil			
	Issuing of test certificate and guaranteeing the quality of work done			
2(b)	Miniature substation (with SF6 ring main unit)			
	Medium voltage Isolation or switching	sum	sum	sum
	Clean MV/LV bushings and all inside components thoroughly.			
	Inspecting MV cable terminations			
	Inspection and retightening of all MV and LV connections			
	Lubricate all hinges and swivel points.			
	Replace weather strips on all doors.			
	Record and reset all maximum demand meters			
	Maintenace on RMU breaker which include lubrication of mechanism and inspecting SF6 pressures			
	Maintenace on RMU switches which include lubrication of mechanism and inspecting SF6			
	Issuing of test certificate and guaranteeing the quality of work done			
ITEM NO:	SCHEDULED PARTS	UNIT	PROVISIONAL QUANTITIES	PRICE [EXT VAT]
3	Maintenance of 11KV/22KV Transformer			

C7.2 Priced rates for repairs, service and maintenance on primary plants				
ITEM NO:	SCHEDULED PARTS	UNIT	PROVISIONAL QUANTITIES	PRICE [EXT VAT]
	Respray only.			
	Transformer size			
	16KVA Single Phase	each	1	
	16KVA Three Phase	each	1	
	25KVA Three Phase	each	1	
	50KVA Three Phase	each	1	
	75KVA Three Phase	each	1	
	100KVA Three Phase	each	1	
	160KVA Three Phase	each	1	
	200KVA Three Phase	each	1	
	250KVA Three Phase	each	1	
	300KVA Three Phase	each	1	
	315KVA Three Phase	each	1	
	400KVA Three Phase	each	1	
	500KVA Three Phase	each	1	
	630KVA Three Phase	each	1	
	1000KVA Three Phase	each	1	
	Testing of Transformer			
	Insulation test of medium voltage and low voltage windings test of transformer oil (include sample collection).			
	Full spectrum oil test which includes Dielectric Test, moisture (ppm) test, Acidity (TAN) test and DGA test (ppm).			
	Polychlorinated Biphenyls (PCB) Test (Labels must be provided)			
NB. Contractor shall provide a detailed test report for each sample.				
	Replace Transformer oil.			
	Virgin Oil			
	Regenerated oil			
	Maintenance and Repair of Transformer Windings.			

C7.2 Priced rates for repairs, service and maintenance on primary plants				
ITEM NO:	SCHEDULED PARTS	UNIT	PROVISIONAL QUANTITIES	PRICE [EXT VAT]
	Transformer size	unit		
	16KVA Single Phase	each	1	
	16KVA Three Phase	each	1	
	25KVA Three Phase	each	1	
	50KVA Three Phase	each	1	
	75KVA Three Phase	each	1	
	100KVA Three Phase	each	1	
	160KVA Three Phase	each	1	
	200KVA Three Phase	each	1	
	250KVA Three Phase	each	1	
	300KVA Three Phase	each	1	
	315KVA Three Phase	each	1	
	400KVA Three Phase	each	1	
	500KVA Three Phase	each	1	
	360KVA Three Phase	each	1	
	1000KVA Three Phase	each	1	
ITEM NO:	SCHEDULED PARTS	UNIT	PROVISIONAL QUANTITIES	PRICE [EXT VAT]
5	Testing of Electrical Equipment			
Secondary injection testing of protection relays (Earth Fault and over current) a and b				
	(a) Electro-Mechanical Relays	each	1	
	(b) Electronic Relay	each	1	
	Cable Fault Locating per fault (MV)	each	1	
	Earth Resistance Test Substations and mini - substation.	each	1	
ITEM NO:	SCHEDULED PARTS	UNIT	PROVISIONAL QUANTITIES	PRICE [EXT VAT]
6	Inspection of Electrical Equipment			
	Inspection of Medium Voltage and Low Voltage Overhead Lines (wooden poles) (Taking and testing of samples included) per pole	each	1	

C7.2 Priced rates for repairs, service and maintenance on primary plants				
ITEM NO:	SCHEDULED PARTS	UNIT	PROVISIONAL QUANTITIES	PRICE [EXT VAT]
	Inspection of Medium Voltage and Low Voltage Overhead Lines (Steel Pole) per pole	each	1	
	Inspection of Medium Voltage Overhead Network	p/km	1	
	Inspection of Low Voltage Overhead Network	p/km	1	
7	Tests in TRANSFORMERS (6.6kV/400V)			
7,1	Routine Tests			
	Voltage ratio test	1	1	
	Positive sequence impedance test	1	1	
	Winding resistance test	1	1	
	Winding insulation test	1	1	
	Valve position test	1	1	
	Core to earth insulation resistance test	1	1	
	Oil sampling and test (full profile)	1	1	
7,2	Commissioning tests			
	Vector group test	1	1	
	Magnetisation test	1	1	
	Zero sequence impedance test	1	1	
	Built in current transformer tests	1	1	
	Wiring checks	1	1	
	Control cabling and contact insulation tests	1	1	
	Oil and winding temperature instrument tests including temp functioning for temperature alarm/fault	1	1	
	Buchholz relay tests	1	1	
	Oil level gauge	1	1	
	Verification of neutral earthing requirements and tank earthing	1	1	
7,3	Special tests			
	Polarisation Index (PI) test	1	1	
	Bushing test (Tan Delta test)	1	1	
	Sweep frequency response analysis (SFRA) tests	1	1	
8	TRANSFORMERS (11kV/400V)			

C7.2 Priced rates for repairs, service and maintenance on primary plants				
ITEM NO:	SCHEDULED PARTS	UNIT	PROVISIONAL QUANTITIES	PRICE [EXT VAT]
8,1	Routine Tests			
	Voltage ratio test	1	1	
	Positive sequence impedance test	1	1	
	Winding resistance test	1	1	
	Winding insulation test	1	1	
	Valve position test	1	1	
	Core to earth insulation resistance test	1	1	
	Oil sampling and test (full profile)	1	1	
8,2	Commissioning tests			
	Vector group test	1	1	
	Magnetisation test	1	1	
	Zero sequence impedance test	1	1	
	Built in current transformer tests	1	1	
	Wiring checks	1	1	
	Control cabling and contact insulation tests	1	1	
	Oil and winding temperature instrument tests including temp functioning for temperature alarm/fault	1	1	
	Buchholz relay tests	1	1	
	Oil level gauge	1	1	
	Verification of neutral earthing requirements and tank earthing	1	1	
8,3	Special tests			
	Polarisation Index (PI) test	1	1	
	Bushing test (Tan Delta test)	1	1	
	Sweep frequency response analysis (SFRA) tests	1	1	
9	TRANSFORMERS (22kV/400V)			
9,1	Routine Tests			
	Voltage ratio test	1	1	
	Positive sequence impedance test	1	1	
	Winding resistance test	1	1	
	Winding insulation test	1	1	
	Valve position test	1	1	

C7.2 Priced rates for repairs, service and maintenance on primary plants				
ITEM NO:	SCHEDULED PARTS	UNIT	PROVISIONAL QUANTITIES	PRICE [EXT VAT]
	Core to earth insulation resistance test	1	1	
	Oil sampling and test (full profile)	1	1	
9,2	Commissioning tests			
	Vector group test	1	1	
	Magnetisation test	1	1	
	Zero sequence impedance test	1	1	
	Built in current transformer tests	1	1	
	Wiring checks	1	1	
	Control cabling and contact insulation tests	1	1	
	Oil and winding temperature instrument tests including temp functioning for temperature alarm/fault	1	1	
	Buchholz relay tests	1	1	
	Oil level gauge	1	1	
	Verification of neutral earthing requirements and tank earthing	1	1	
9,3	Special tests			
	Polarisation Index (PI) test	1	1	
	Bushing test (Tan Delta test)	1	1	
	Sweep frequency response analysis (SFRA) tests	1	1	
10	Other			
	Transformer oil	litre	1	
	Replace transformer breather and silica gel	sum	1	
11	LV Cable:			
	1.5mm x 4 core PVC armoured cable	P/M	1	
	2.5mm x 4 core PVC armoured cable	P/M	1	
	4mm x 4 core PVC armoured cable	P/M	1	
	6mm x 4 core PVC armoured cable	P/M	1	
	10mm x 4 core PVC armoured cable	P/M	1	
	16mm x 4 core PVC armoured cable	P/M	1	
	25mm x 4 core PVC armoured cable	P/M	1	
	35mm x 4 core PVC armoured cable	P/M	1	

C7.2 Priced rates for repairs, service and maintenance on primary plants				
ITEM NO:	SCHEDULED PARTS	UNIT	PROVISIONAL QUANTITIES	PRICE [EXT VAT]
	50mm x 4 core PVC armoured cable	P/M	1	
	70mm x 4 core PVC armoured cable	P/M	1	
	95mm x 4 core PVC armoured cable	P/M	1	
	120mm x 4 core PVC armoured cable	P/M	1	
	150mm x 4 core PVC armoured cable	P/M	1	
	185mm x 4 core PVC armoured cable	P/M	1	
	240mm x 4 core PVC armoured cable	P/M	1	
	300mm x 4 core PVC armoured cable	P/M	1	

C7.2 Priced rates for repairs, service and maintenance on primary plants				
ITEM NO:	SCHEDULED PARTS	UNIT	PROVISIONAL QUANTITIES	PRICE [EXT VAT]
12	Copper XLPE insulated, individually copper tape screened, PVC bedded, SWA, PVC sheathed 6.35/11kV cable:			
	35mm x 3 core Copper XLPE insulated, individually copper tape screened, PVC bedded, SWA, PVC sheathed cable	P/M	1	
	50mm x 3 core Copper XLPE insulated, individually copper tape screened, PVC bedded, SWA, PVC sheathed cable	P/M	1	
	70mm x 3 core Copper XLPE insulated, individually copper tape screened, PVC bedded, SWA, PVC sheathed cable	P/M	1	
	95mm x 3 core Copper XLPE insulated, individually copper tape screened, PVC bedded, SWA, PVC sheathed cable	P/M	1	
	120mm x 3 core Copper XLPE insulated, individually copper tape screened, PVC bedded, SWA, PVC sheathed cable	P/M	1	
13	Copper XLPE insulated, individually copper tape screened, PVC bedded, SWA, PVC sheathed 12.7/22kV cable:			
	35mm x 3 core Copper XLPE insulated, individually copper tape screened, PVC bedded, SWA, PVC sheathed cable	P/M	1	
	50mm x 3 core Copper XLPE insulated, individually copper tape screened, PVC bedded, SWA, PVC sheathed cable	P/M	1	
	70mm x 3 core Copper XLPE insulated, individually copper tape screened, PVC bedded, SWA, PVC sheathed cable	P/M	1	
	95mm x 3 core Copper XLPE insulated, individually copper tape screened, PVC bedded, SWA, PVC sheathed cable	P/M	1	
	120mm x 3 core Copper XLPE insulated, individually copper tape screened, PVC bedded, SWA, PVC sheathed cable	P/M	1	
14	Test Report			
	Test Report (In colour)	Per page	1	

C7.2 Priced rates for repairs, service and maintenance on primary plants				
ITEM NO:	SCHEDULED PARTS	UNIT	PROVISIONAL QUANTITIES	PRICE [EXT VAT]
15	LABOUR			
	Labour Engineer/ Technologist per hour	P/H	1	
	Labour Engineer/ Technologist per hour overtime	S	1	
	Labour Engineer/ Technologist per hour on Saturday, Sunday and Public Holidays	P/H	1	
	Labour Technician per hour	P/H	1	
	Labour Technician per hour overtime	P/H	1	
	Labour Technician per hour on Saturday, Sunday and Public Holidays	P/H	1	
	Labour Technician Assistant per hour	P/H	1	
	Labour Technician Assistant per hour over timer	P/H	1	
	Labour Technician Assistant per hour Saturday, Sunday and Public Holidays	P/H	1	
	Labour OHS Officer per hour	P/H	1	
	Labour OHS Officer per hour over timer	P/H	1	
	Labour OHS Officer per hour Saturday, Sunday and Public Holidays	P/H	1	
	Transport must be booked from the Bophelo House office to the institution per km	P/H	1	
TOTAL				R

All travelling rates will be calculated according to the AA rates for the specific month

The Department reserves the right to determine the flat rate.

Prices are for supply only including mark up and they exclude: labour costs, transport and accommodation costs

Where any item is not specifically listed under the fixed rate items and is still applicable to this specific contract, such item shall have a maximum markup that will be determined by the department.

TENDERER'S SIGNATURE: _____

PRINT NAME: _____

NAME OF FIRM: _____



C7.2 Priced rates for repairs, service and maintenance on primary plants				
ITEM NO:	SCHEDULED PARTS	UNIT	PROVISIONAL QUANTITIES	PRICE [EXT VAT]

ADDRESS: _____

CODE _____

TELEPHONE NO: _____ CELL NO: _____

FAX NO: _____

E-MAIL ADDRESS: _____ DATE: _____

Service, Maintenance, Repairs, Upgrades, Replacement and New installations of equipment in substations, mini-substations, protection systems, DC systems, Street lighting, area lighting and distribution overhead lines at Various Hospitals, Community Health care Centres, Laundries, Mortuaries, Clinics and other healthcare facilities within Free State Province Health Department

Part C8.1 Scope of Work for Electrical Reticulation

This specification comprises all aspects regarding the repair and maintenance of Medium Voltage electrical systems. Medium Voltage Electrical Systems comprise:

- (i) Transformers
- (ii) Medium Voltage Circuit Breaker and isolators
- (iii) Mini Substations
- (iv) Medium Voltage Cables
- (v) Compliance with SANS10142-1 and SANS10142-2

This specification shall form an integral part of the repair and maintenance contract document and shall be read in conjunction with portion 5, the Additional Specifications included with this document.

4.1 STANDARD SPECIFICATIONS, REGULATIONS AND CODES

The latest edition, including all amendments up to date of tender of the following specifications, publication and codes of practice shall be read in conjunction with this specification and shall be deemed to form part thereof.

4.1.1 Free State Department of Health Specifications

Infrastructure EP4 guidelines

4.1.2 Occupational Health and Safety Act of 1993

4.1.3 Manufacturer's specifications and installation instructions.

4.1.4 SANS10142-1

4.1.5 SANS10142-2

4.1.6 Electrical machinery regulations

4.1.7 Additional requirements

Equipment and material installed shall be new and unused. Luminaires, lamps, control gear, isolators and power outlets shall bear the SABS stamp. The Contractor shall ensure that all safety regulations and measures are applied and enforced during repair and maintenance work on cabling, wiring, distribution boards, luminaires, power points and fixed appliances.

4.1.8 SABS Specifications

General	Distribution and meter boards	LV cables and conductors	Lighting system	Earthing and lightning protection system	Small power installation	
					Power outlets	Conduits, powerskirting, cable trays and ducting
SABS 0142	SABS 152	SABS 0150	SABS 0114	SABS 03	SABS 152	SABS 763
SABS 0160	SABS 156	SABS 0198	SABS 163	SABS 0199	SABS 163	SABS 764
SABS 0400	SABS 171	SABS 1411	SABS 1012		SABS 164	SABS 950
SABS 1222	SABS 172	SABS 1507	SABS 1084		SABS 1084	SABS 1065
	SABS 173		SABS 1250		SABS 1239	SABS 1085
	SABS 763		SABS 1279			SABS 1197
	SABS 1092		SABS 1777			
	SABS 1180					

Code of Practise

SANS 10313	Code of Practice for Protection of Buildings against Lightning.
SABS 086	Installation and Maintenance of Electrical Equipment used in Explosive Atmospheres.
SANS 10142-1	Code of Practice for the Wiring of Premises
SANS 10142-1-1	Code of Practice for the Wiring of Medical locations

Specification

SANS 152	Low Voltage Air Break Switches, Connectors, Switch Disconnecters, Fuse Combination Units.
SANS 156	Moulded Case Circuit Breakers.
SANS 160	Electric Air Heaters.
SANS 162	Screwed Metal Conduit and Fittings for Electrical Wiring.
SANS 163	Wall and Appliance Switches.
SANS 164	Two Pole and Earthing Pin Plugs and Switch Socket Outlets
SANS 165	Lampholders
SANS 172	Cartridge Type Fuse Links
SANS 181	Thermostats for Electric Storage Heaters
SANS 314	Flameproof Enclosures for Electrical Apparatus
SANS 743	Low Voltage Isolating Transformers
SANS 767	Core Balance Earth Leakage Protection Units.
SANS 763	Hot Dip Zinc (galvanised) Coatings
SANS 784	Metal Enclosed Busbar Trunking Systems
SANS 890	Ballasts for Fluorescent Lamps
SANS 908	Meter Cabinets
SANS 950	Non-metallic Conduit and Fittings.
SANS 1012	Electric Light Dimmers
SANS 1041	Tubular Fluorescent Lamps
SANS 1065	Screwed Metal Conduit
SANS 1085	Wall Outlet Boxes.
SANS 1119	Interior Luminaires for Fluorescent Lamps.
SABS 1180	Electrical Distribution Boards.
SANS 1197	Metallic Wireways for installation in floors
SANS 10114	Interior Luminaires for Discharge Sodium Lamps
SANS 475	Floodlight Luminaires
SANS 10108	The Classification of Hazardous Locations and the Selection of Electrical Apparatus for use in such Locations.
SANS 60598-2	Bulkhead Lighting Fittings (surface mounted).
SANS 10400	Artificial Lighting
SANS 1973-1	Low Voltage Switchgear
SANS 164	Plugs, Socket Outlets and Couplers for Industrial Purposes
SANS 10086	Isolating Transformers and Safety Isolating Transformers

4.2 OPERATING AND MAINTENANCE MANUALS

The Contractor shall be responsible for the compilation of a complete set of as-built drawings, inventory list and Operating-and-Maintenance manuals. Manual to be compiled shall be structured and shall at least include the following:

4.2.1 Test reports

Tests reports shall accompany any maintenance works that are performed on MV equipment. LV COC's shall be in the format of SANS10142-1 ed3 of 2020 unless a later version becomes available. Test reports can also be requested by the DOH personnel for the purposes of assessing an electrical installation. MV safety reports shall be in the format of SANS10142-2 and be signed off by a registered person at ECSA.



(a) Earthing and lightning protection

The complete system description of the earthing and lightning protection system shall be done for each installation individually.

The system description shall be presented in tabular format and shall contain, but not be limited to the following:

Item	Type of installation	Quantity and positions of earth electrodes	Type and size of earth electrode	Size and type of conductors	Type of joint

(b) MV switchgear test report that shall be completed during maintenance (oil)

Facility name		Substation name	
Circuit breaker information (S/N) →			
Circuit breaker name		Make :	Type
kV	kA	Amps :	YOM
Mechanism information (S/N) →			
Type	Trip counter		
Contact resistance (micro-ohm)			
Test number	R – phase	W – phase	B – phase
Test 1 (pre-maintenance)			
Test 2 (after maintenance)			
Test 3 (after maintenance)			
Speed tests (milli – seconds)			
Test number	R – phase	W – phase	B – phase
Test 1 (pre-maintenance)			
Test 2 (after maintenance)			
Test 3 (after maintenance)			
Trip and closing coils			
Minimum trip release voltage		Minimum close release voltage	
Trip coil resistance (Ohm)		Close coil resistance (Ohm)	
Rated voltage of trip coil (V)		Rated voltage of close coil (V)	
Insulation resistance test / Pressure test			
kV at what test was performed at (kV)			
Time duration of test			
Leakage current (micro-Amps)			
Works item		Comments	
Isolating contact			
- Inspect (wear, pitting, corrosion)			
- Clean with approved electrical cleaner			
Isolating contact bushing			
- Inspect (wear, cracks)			
- Clean			
Auxiliary contacts			
- Inspect for wear / alignment			
- Clean			
Tank			
- Inspect condition of tank gasket			
Earthing contacts			
- Clean, inspect and apply moisture repellent			
Shutter linkage mechanism			
- Clean, inspect and lubricate with approved liquid grease			
Tank assembly			
- Inspect tank			
- Inspect barrier boards			
- Clean all carbon residues			
- Rinse with approved clean oil			
Moving contacts			
- Inspection (pitting, wear and carbon)			
- Clean thoroughly			
Fixed contacts			
- Inspection (pitting, wear and carbon)			
- Clean thoroughly			
Turbulator (Arc control device)			
- Inspect (specifically excessive burn marks)			

marks	
- Clean [approved electrical cleaner and rinse with clean oil]	
Racking and interlocking mechanism	
- Bevel and worm gears (inspect, clean and lubricate with approved grease)	
Mechanism box <i>No work must commence before mechanism spring has been discharged or circuit breaker being opened in the case of spring closing mechanism</i>	
- Clean old grease and dust with approved electrical cleaner - Inspect cams, latches, links, pivot joints - Inspect terminal blocks, auxiliary contacts and wires - Inspect trip/close coils and solenoids and note the coil voltage and resistance - Lubricate bearings, sliding parts, cams, latches, pivotal points with approved lubrication oil	
MV cable terminations	
- Inspect MV cable terminations to breaker/switch	
MV switchgear building	
- Inspect (dust build-up / ceiling condition / water leaks) - MV Signage satisfactory - Access to MV switchgear limited via substation door lock	
Clean MV switchgear room and transformers	
MV installation satisfactory after maintenance in accordance with SANS10142-2 (Y/N) * State reasons if not and why problems could not be resolved	
Name of accredited MV site supervisor	Company performing maintenance
Date of maintenance	Names of maintenance team members

(c) MV switchgear test report that shall be completed during maintenance (SF6)

Facility name: _____

SUBSTATION		PANEL / FEEDER		POLE NUMBER		
Circuit-breaker						
MAKE		TYPE		SERIAL NUMBER		
				R Ph:		
kV	AMPS	IA		W Ph:		
				B Ph:		
Mechanism:						
TYPE		DRIVE		SERIAL NUMBER		
				R Ph:		
HEATER		COUNTER		W Ph:		
		Before:	After:	B Ph:		
SUPPLY VOLTAGE: (tick which is applicable)			110 V D.C.	220V D.C.	220V A.C.	
Tests						
Contact resistance (micro-ohm)				Contact penetration (mm)		
	R Phase	W Phase	B Phase	R Phase	W Phase	B Phase
TEST 1						
TEST 2						
TEST 3						
COILS						
Minimum trip release voltage						

Main	R Ph:	W Ph:	B Ph:
Back-up	R Ph:	W Ph:	B Ph:
Minimum close release voltage			
Coil ampereage	Main trip:	Back-up:	Close:
Coil resistance	Main trip:	Back-up:	Close:
Speed recording test			
Phase	Close	Trip	Trip/close
Red A			
Red B			
White A			
White B			
Blue A			
Blue B			
Motor rewind time to recharge spring:			
Time discrepancies between phases		Trip:	Close:
Insulation test:		SF6 gas alarm test	
	R Phase	W Phase	B Phase
S to E			
L to E			
S to L			

Works item	Comments
Before commencing with any maintenance on the circuit breaker carry out contact resistance and record for reference (maximum permissible contact resistance is 60 $\mu\Omega$).	
Before commencing with any maintenance on the circuit breaker carry out trip time test and record for reference (maximum permissible trip time is 60 ms).	
Insulators shall be inspected for chips and breakages for any physical damage	
Pollution levels on insulators/isolating contacts shall be monitored. An anti-pollution medium shall be applied in accordance with local requirements.	
There shall be no SF6 leaks. If any leaks are found these shall only be repaired by authorized personnel.	
All SF6 pressures shall be correct. There shall be maximum and minimum pressure marks on all gauges	
Check that the "Nominal pressure At 20°C" indicating sticker is pasted on the SF6 pressure gauge glass and is legible.	
Test SF6 low pressure alarm and interlocking	
Mechanism boxes shall be clean and dust free. Checks shall be made for any general or obvious defects.	
Mechanism box door and cover seals shall be intact.	
The operating label shall be securely mounted and shall be legible from the operating position.	
All metal work shall be checked for corrosion or rust.	
The earth straps shall be in a good condition and effectively connected.	
All feeder advances shall be recorded as fault trips or operations.	
Auxiliary contacts - Inspect for wear / alignment - Clean	
Earthing contacts - Clean, inspect and apply moisture repellent	
Mechanism box	



No work must commence before mechanism spring has been discharged or circuit breaker being opened in the case of spring closing mechanism - Clean old grease and dust with approved electrical cleaner - Inspect cams, latches, links, pivot joints - Inspect terminal blocks, auxiliary contacts and wires - Inspect trip/close coils and solenoids and note the coil voltage and resistance	
- Lubricate bearings, sliding parts, cams, latches, pivotal points with approved lubrication oil	
MV cable terminations - Inspect MV cable terminations to breaker/switch	
MV switchgear building - Inspect (dust build-up / ceiling condition / water leaks) - MV Signage satisfactory - Access to MV switchgear limited via substation door lock Clean MV switchgear room and transformers	
MV installation satisfactory after maintenance in accordance with SANS10142-2 (Y/N) - State reasons if not and any problems could not be resolved	
Name of accredited MV site supervisor Date of maintenance	Company performing maintenance Names of maintenance team members

(d) MV Isolator test sheet

Facility name		Substation name	
Isolator information (S/N) →		Insulation type:	
Isolator name		Make	Type
kV	kA	Amps	YOM
		YES	NO
Clean switch before opening			
Remove carbon oil			
Rinse with clean oil			
Check moving contacts			
Check stationary contacts			
New oil in isolator			
kV of new oil			
Mechanical links oiled and checked			
Busbars working correctly			
Panel clean on inside			
Listen for strange noises after switching on			
Earthing of isolator and isolator panel			
Service certificate on isolator			

Remarks:

Name of accredited MV site supervisor	Company performing maintenance
Date of maintenance	Names of maintenance team members

(e) Mini substation inspection and maintenance test sheet

Facility name	Mini-sub name
Transformer information (S/N) →	
Transformer name	Make
	Size

Voltage (MV/LV)	Rated amps	Impedance	YOM
Tap position	Oil quantity nameplate	Oil used during maintenance	Earth resistance (ohm's)
Works item		Comments and action performed	
Mini sub enclosure - Inspect (dust build-up / ceiling condition / water leaks) - MV Signage satisfactory - Access to mini-sub limited via door locks - Clean mini-sub enclosure and all transformer bushings			
Earthing - Condition of existing transformer and switchgear earthing and bonding (>70mm) - Is the existing earthing compliant to relevant SANS standards - Test earth loop/resistance - Transformer neutral earthed (>70mm)		Earth Resistance : _____ Loop impedance : _____	
Insulation medium - Inspect oil level of transformer filled to correct level and log amount of oil used			
Oil used to fill up transformer - Tested kV of oil used to fill up transformer			
Oil used to fill up MV switchgear compartments - Tested kV of oil used to fill up MV switchgear - Oil changed on all MV switchgear compartments			
MV transformer bushings - Inspect condition of bushings (cracks / pollution build up) - Inspect condition of MV cable connection to the bushing (hot connections and MV cable terminations)			
LV transformer bushings - Inspect Condition of bushings (cracks / pollution build up) - Inspect Condition of LV cable connection to the bushing (hot			
connections and LV cable terminations)			
Silica gel breather - Inspect condition of breather (cracks and sizing) - Replace silica gel - Replace silica gel breather (if required) - Fill oil in dashpot to correct level			
Oil leaks - Inspect transformer for any oil leaks - Inspect transformer drain valve for any oil leaks - Inspect transformer bushings (MV and LV) for any oil leaks - Repair oil leaks accordingly			
Oil sample taken			
LV board - Feeders marked - Check and torque bolted connections - Street light board checked and contactor covered - LV board safe and covered - Breaker size matching cable sizes in accordance with SANS10162-1			
Metering - Maximum demand current reading (reset after recording) - Voltage readings		Current: R : _____ W : _____ B : _____ Voltage: R-IN : _____ W-IN : _____	

	W-N : _____ B-N : _____ R-W : _____ W-B : _____ B-R : _____
Protection - Transformer protection type - Relay O/C trip or Fuse rating	
MV installation satisfactory after maintenance in accordance with SANS10142-2 (Y/N) * State reasons if not and why problems could not be resolved	
Name of accredited MV site supervisor Date of maintenance	Company performing maintenance Names of maintenance team members

(f) Transformer inspection and maintenance test sheet

Facility name:		Substation name:	
Transformer information (S/N) →			
Transformer name		Make	Size
Voltage (MV/LV)	Rated amps	Impedance	YOM
Insulation type	Oil quantity nameplate	Oil used during maintenance	Earth loop /resistance (ohm's)
Works item		Comments and action performed	
Transformer building - Inspect (dust build-up / ceiling condition / water leaks) - MV Signage satisfactory - Access to transformers limited via substation door lock - Clean transformer room and transformers			
Earthing - Condition of existing transformer earthing - Is the existing earthing compliant to relevant SANS standards - Test earth loop/resistance			
Insulation medium - Inspect oil level of transformer filled to correct level and amount of oil used - kV of oil that was used to refill transformer			
Oil used to fill up transformer - Regen oil OR virgin oil - Tested kV of oil used to fill up transformer			
MV transformer bushings - Inspect condition of bushings (cracks / pollution build up) - Inspect condition of MV cable connection to the bushing (hot connections and MV cable terminations)			
LV transformer bushings - Inspect Condition of bushings (cracks / pollution build up) - Inspect Condition of LV cable connection to the bushing (hot connections and LV cable terminations)			
Silica gel breather - Inspect condition of breather (cracks and sizing) - Replace silica gel			



- Replace silica gel breather (if required) - Fill oil in dashpot to correct level	
Oil leaks - Inspect transformer radiator for any oil leaks - Inspect transformer tank for any oil leaks - Inspect transformer drain valve for any oil leaks - Inspect transformer buchholz relay for any oil leaks - Inspect transformer bushings (MV and LV) for any oil leaks - Repair oil leaks accordingly	
Temperature and Buchholz relay - Test functionality of the temperature relay (whether it will trip the LV breaker if the temperature setting is achieved) - Note temperature alarm and trip setting in terms of °C - Test functionality of the Buchholz relay (whether it will trip the MV breaker) - Ensure no air bubbles are in the relay after maintenance	
MV installation satisfactory after maintenance in accordance with SANS10142-2 (Y/N) * State reasons if not and why problems could not be resolved	
Name of accredited MV site supervisor Date of maintenance	Company performing maintenance Names of maintenance team members

4.2.1 Commissioning data

Complete commissioning, test and inspection data of all systems shall be provided for each building installation individually and shall comprise, but not be limited to the following:

4.2.2 Operating data

The complete operating data for each installation system shall be provided and shall include, but not be limited to the following:

- (i) safety precautions to be implemented
- (ii) system operation
- (iii) system running check list and frequency of servicing required

4.2.3 Maintenance instructions

The complete maintenance instructions for each installation system shall comprise, but not be limited to the following:

- (i) Schedule of maintenance particulars
- (ii) Projected frequency of services and replacements
- (iii) Schedule of serviceable components per system
- (iv) Trouble shooting diagrams
Details of all replacement items and spares, including manufacturer's brochures / pamphlets, order number, etc.
- (v) Complete as-built circuit diagrams

4.3 TESTS AND INSPECTIONS PRIOR TO PRACTICAL COMPLETION

- 4.3.1 All systems are to be re-checked by the Contractor prior to re-commissioning. Copies of all checks for each installation shall be presented to the Engineer for approval before re-commissioning takes place.
- 4.3.2 It is the responsibility of the Contractor to provide all labour, accessories and properly calibrated and certified measuring instruments necessary to record.
- 4.3.3 The Contractor is responsible for the arrangement of such tests. He shall give at least 72 hours notice to the Consultant/Engineer prior to the test date.
- 4.3.4 It is the responsibility of the contractor to arrange for all electrical outages with the relevant health facility and municipality or Eskom when and where required. Furthermore it is also the responsibility of the

4.4 LOGGING AND RECORDING PROCEDURES

- 4.4.1 The Contractor shall as part of this Contract institute a Recording system as part of his Maintenance Control Plan as defined in the Additional Specification SA – General Maintenance. This shall consist of a Record book which shall be utilised to log and record all faults, system checks, breakdowns, maintenance visits, inspections etc.

4.5 QUALITY ASSURANCE SYSTEM

- 4.5.1 Following formal approval of his Quality Assurance system by Engineer, the Contractor shall implement the approved QA system.
- 4.5.2 Records of this QA system shall be kept throughout the duration of the contract and shall be submitted to the Engineer as required by the Department.

4.6 RE-COMMISSIONING OF INSTALLATION

- 4.6.1 On practical completion of the repair work, the contractor shall re-check and put all systems into operation.
- 4.6.2 All commissioning shall be performed by the Contractor, to the satisfaction of the Engineer. The Contractor shall confirm in writing that all systems have been repaired according to specification and are fully operational.
- 4.6.3 All installations shall be energised for a minimum continuous period of 96 hours immediately prior to the Engineer's Practical Completion inspection to verify lamp stability and reliability of power reticulation
- 4.6.4 It is the responsibility of the contractor to arrange for all electrical outages with the relevant health facility and municipality or Eskom when and where required. Furthermore it is also the responsibility of the

Service, Maintenance, Repairs, Upgrades, Replacement and New installations of equipment in substations, mini-substations, protection systems, DC systems, Street lighting, area lighting and distribution overhead lines at Various Hospitals, Community Health care Centres, Laundries, Mortuaries, Clinics and other healthcare facilities within Free State Province Health Department

Part C8.2 Technical Specification for primary Plant (6.6kV or Higher)

General

All work and equipment shall be in accordance with the requirements of BS5514, SANS10142-1, SANS10142-2 and shall comply with the Occupational Health and Safety Act, No 85 of 1993, Electrical machinery regulations and current regulations of all other codes applicable to this work.

All defects, will be attended to daily in order of urgency.

MV cable specification

All internal testing of MV cables needs to comply to SANS1339

Mechanical and electrical properties of XLPE measured on the cable	Result	Requirement
Tensile strength at 20 °C	Mean 15	12,5
MPa (N/mm ²)		
Elongation at break at 20 °C (%)	Mean 350	200
Volume resistivity at 20 °C - 90 °C Ohm/cm	10 ¹⁶	10 ¹⁴
Dielectric power factor at 20 °C	10.10 ⁻⁴	30.10 ⁻⁴
Dielectric power factor at 95 °C	20.10 ⁻⁴	60.10 ⁻⁴

The performance of the cable at low temperatures is determined by the properties of the sheath material, the cold flexibility of which is adequate down to -15 °C. This does not apply to temperatures during installation of the cables.

Working temperatures

- Conductor temperature for continuous operation 90 °C.
- Conductor temperature during emergency loads of 130 °C (up to 33kV).
Maximum duration of 8 hours continuously, with a maximum total of 125 hours/annum.
- Conductor temperature after short-circuit 250 °C.
- Screen and armouring temperature after short-circuit 200 °C (PVC sheath assumed).

Bending radii	Single-core	3-core	D = Overall cable diameter (mm)
Recommended	17xD	15xD	
Minimum	15xD	12xD	
At sealing ends	12xD	10xD	

Part C9.2 BILL OF QUANTITIES - Secondary equipment

C9.2 Priced rates for servicing, repairs, maintenance of Secondary equipment				
ITEM NO	DESCRIPTION	UNIT	QUANTITY	PRICE PER UNIT
1	TRANSFORMER SCHEME			
	Overcurrent and earth fault relays (CDG / Electromechanical relay)	1	1	
	Transformer scheme (Electronic self powered relay)	1	1	
	Swing frame cabinet	1	1	
2	FEEDER SCHEME			
	Overcurrent and earth fault relays (CDG / electromechanical relay)	1	1	
	Feeder scheme (Electronic self powered relay)	1	1	
	Swing frame cabinet	1	1	
3	AC/DC PANEL			
	Swing frame cabinet	1	1	
	3 - Phase AC Module	1	1	
	1 - Phase AC Module	1	1	
	AC Supply Module	1	1	
	DC Supply Module	1	1	
	Main AC Incoming Module	1	1	
5	SETTINGS CALCULATIONS			
	Transformer settings	1	1	
	Feeder Settings	1	1	

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C9.2 Priced rates for servicing, repairs, maintenance of Secondary equipment				
ITEM NO	DESCRIPTION	UNIT	QUANTITY	PRICE PER UNIT
6	INTERGRATED BATTERY CHARGERS			
	12V 20A Integrated Battery charger	1	1	
	12V 40A Integrated Battery charger	1	1	
	24V 20A Integrated Battery charger	1	1	
	24V 40A Integrated Battery charger	1	1	
	48V 20A Integrated Battery charger	1	1	
	48V 40A Integrated Battery charger	1	1	
	110V 20A Integrated Battery charger	1	1	
	110V 40A Integrated Battery charger	1	1	
7	SEMI-SEALED POCKET-PLATE CELLS NiCad			
	Battery NiCad 12V	1	1	
	Battery NiCad 24V	1	1	
	Battery NiCad 48V	1	1	
	Battery NiCad 110V	1	1	
8	BATTERY CABINET			
	Suitable for 85 cells.	1	1	
9	Maintenance tests for Over current and Earthfault relays which shall include detailed functional test report of the relay itself. Tests shall include settings verification, visual inspection of unit, functional testing and O/C and E/F curve testing and verification	1	1	

C9.2 Priced rates for servicing, repairs, maintenance of Secondary equipment				
ITEM NO	DESCRIPTION	UNIT	QUANTITY	PRICE PER UNIT
10	Test Report			
	Test Report (in Colour)	per page		
11	Labour			
	Labour Engineer/ Technologist per hour	P/H	1	
	Labour Engineer/ technologist per hour overtime	P/H	1	
	Labour Engineer/ technologist Saturday, Sunday and Public Holidays	P/H	1	
	Labour Technician per hour	P/H	1	
	Labour Technician per hour overtime	P/H	1	
	Labour Technician Saturday, Sunday and Public Holidays	P/H	1	
	Labour Assistant Technician per hour	P/H	1	
	Labour Assistant Technician per hour overtime	P/H	1	
	Labour Assistant Technician Saturday, Sunday and Public Holidays	P/H	1	
	Labour OHS Officer per hour	P/H	1	
	Labour OHS Officer per hour overtime	P/H	1	
	Labour OHS Officer Saturday, Sunday and Public Holidays	P/H	1	

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C9.2 Priced rates for servicing, repairs, maintenance of Secondary equipment				
ITEM NO	DESCRIPTION	UNIT	QUANTITY	PRICE PER UNIT
11	Transport			
	Transport must be booked from the Bophelo House office to the institution per km	P/Km	1	
TOTAL				

S

All prices shall be priced to RSA currency excluding VAT

All travelling rates will be calculated according to the AA rates for the specific month

Prices are for supply only and they exclude: labour costs, transport and accommodation costs

All prices that are not included or missed in the baseline costs will be subjected to quotation process, the agreed amounts will be standardised and included in the revised baseline costs.

TENDERER'S SIGNATURE: _____

PRINT NAME: _____

NAME OF FIRM: _____

ADDRESS: _____

CODE _____

TELEPHONE NO: _____ CELL NO: _____

FAX NO: _____

E-MAIL ADDRESS: _____ DATE: _____

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EXPLANATORY MEETING CERTIFICATE

BID NUMBER: **DOH (FS) 06/2024/2025**

Attendance list number: _____

SERVICE, MAINTENANCE, REPAIRS, UPGRADES, REPLACEMENT AND NEW INSTALLATIONS OF EQUIPMENT IN SUBSTATIONS, MINI-SUBSTATIONS, PROTECTION SYSTEMS, DC SYSTEMS, STREET LIGHTING, AREA LIGHTING AND DISTRIBUTION OVERHEAD LINES AT VARIOUS HOSPITALS, COMMUNITY HEALTH CARE CENTRES, LAUNDRIES, MORTUARIES, CLINICS AND OTHER HEALTHCARE FACILITIES WITHIN FREE STATE PROVINCE HEALTH DEPARTMENT. (4EP and/or HIGHER)

CONTRACT PERIOD: PERIOD: DATE OF SIGNING OF CONTRACT FOR THREE 3 YEARS.

Attendance of the explanatory meeting is COMPULSORY

An official of the Department must sign this certificate at the explanatory meeting. No certificate will be signed outside the meeting. The original certificate must be included in the bid document and will not be accepted after the closing time and date of the bid.

COMPULSORY EXPLANATORY MEETING DATE: 04 SEPTEMBER 2024

TIME: 13H00

VENUE: Auditorium, First Floor
Bophelo House, C/O Charlotte
Maxeke Street and Harvey Road
Bloemfontein
9301.

CONTACT PERSON/S: Mr. B Booï & G Erasmus
Tel: 078 799 4440 & 072 531 3106

This is to certify that _____ in his/her capacity as
_____ of the company _____ has attended the
Compulsory Explanatory meeting on the _____ day of _____ 2024 and is
therefore, familiar with circumstances and the scope of the items to be supplied.

**SIGNATURE /DEPARTMENTAL
OFFICIAL**

RANK

**SIGNATURE OF REPRESENTATIVE
OF COMPANY**

DATE

**OFFICIAL DATE
STAMP**

*** Note: Only one certificate per company**

Specific Goals Information Table

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Evidence to be submitted by the supplier to substantiate the points claimed / allocated per specific goal
Woman	• 100% Woman ownership = 3 points • 60%-99% Woman ownership = 2 points • 51%-59% Woman ownership = 1 points • 0-50% Woman ownership = 0 points	• RSA identity document, or • Valid RSA driver's license issued by the relevant authority. NB: Together with the company registration documentations which contains the % of ownership or the shareholding certificate with the % of shares owned by the individual director/s
Youth	• 100% Youth ownership = 3 points • 60%-99% Youth ownership = 2 points • 51%-59% Youth ownership = 1 points • 0-50% Youth ownership = 0 points	• RSA identity document, or • Valid RSA driver's license issued by the relevant authority. NB: Together with the company registration documentations which contains the % of ownership or the shareholding certificate with the % of shares owned by the individual director/s (NB: Youth is defined as any South African citizen with the ages between 18 and 35 years).
People with disability	• 100% Ownership = 2 points • 51%-99% Ownership = 1 points • 0-50% ownership = 0 points	• Sworn Affidavit signed by the company representative and attested by the Commission of Oaths.
Free State based company	• Free State based company = 2 points • Not Free State based company = 0 points	• Municipal Account. <i>(If the municipal account is not in the name of the company but rather in that of the director(s), a sworn affidavit confirming that the company is operating in the premises of one of the directors must be attached)</i> • Lease Agreement. • Title Deeds. • Permission to Occupy land, signed by the traditional authority. • Letter of confirmation of the address signed by the ward councilor.
TOTAL:	10	

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE
PREFERENTIAL PROCUREMENT REGULATIONS 2022
(FOR ALL SPECIFIC GOALS)**

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 90/10 preference point system.

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

~~c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.~~

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
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;
- (d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

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	or	90/10
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$

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:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) & \text{or} & Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 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 specific goal 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)	The weight/s to be broken-down as follows:	Number of points claimed (80/20 system) (To be completed by the tenderer)
Woman	3	100% Woman ownership = 3 points 60%-99% Woman ownership = 2 points 51%-59% Woman ownership = 1 points 0-50% Woman ownership = 0 points	
Youth	3	100% Youth ownership = 3 points 60%-99% Youth ownership = 2 points 51%-59% Youth ownership = 1 points 0-50% Youth ownership = 0 points	
People with disability	2	100% Ownership = 2 points 51%-99% Ownership = 1 points 0-50% ownership = 0 points	
Free State based company	2	- Free State based company = 2 points - Not Free State based company = 0 points	
TOTAL	10		

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]

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- 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:

.....

.....

.....

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 fulfil his or her duties impartially;
- ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
- iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.

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) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- 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.

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) 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:

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

C.3.14 Prepare contract documents

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

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

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

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

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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



health

Department of
Health
FREE STATE PROVINCE

OCCUPATIONAL HEALTH AND SAFETY

SPECIFICATIONS

for

**Maintenance of Electrical Installations by Electrical Contractors at
Free State Department of Health facilities**

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1. Introduction

This document describes the requirements of compliance to which the **ELECTRICAL CONTRACTOR** is to adhere in relation to the scope of works.

This document defines the minimum management requirement that is to be implemented by the **ELECTRICAL CONTRACTOR** for the management of Health and Safety on the project.

The aim of this document is to present the safety aspects that need to be controlled and managed on the project.

It is a requirement of Department of Health Free State that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the contractor shall take full responsibility to conform to all the provisions of the occupational health and safety Act (Act 85 of 1993), and all relevant regulations as stated in section 44 of Occupational Health and Safety Act 85 of 1993.

For the purpose of this contract the Contractor is required to confirm his status as mandatory to Department of Health Free State and employer representatives in his own right for the execution of the contract.

2. Scope of Application

This specification includes health and safety elements in terms of the Act and to satisfy the requirements of the Electrical Installations regulations and Electrical Machinery regulations, which will be applicable to the Electrical Contractor and all sub-contractors for the safe execution of the following work:

- The work exceeds 30 days or includes working at a height greater than 3 meters above ground or a landing.

3. Purpose

The purpose of this specification is to ensure that the Electrical Contractor and all sub-contractors provides and maintains, as far as reasonably a safe working environment for all employees and the public at large during the maintenance and/or installation of electrical machinery and electrical installations.

4. Project Description

The project includes all activities shown on the project drawings and provisional bills of quantities. Additional work or changes to the contract may result in a change to the scope of work. The Electrical Contractor shall make allowance for this in his Health and Safety Plan.

Electrical Contractor is required to submit detailed plan outlining the provision for the cost of health and safety measures.

The principle health and safety risks involved on this specific site will be that of:-

- Working at elevated position
- Usage of a crane and crane truck (where applicable)
- Usage of hand tools

5. Details of Specifications

5.1 Site Standards and Rules

- The contractor shall be responsible for enforcing and respecting all applicable health and safety rules in performance of all work covered by the contract, particularly those relative to the OHS Act and relevant regulations made under them;
- The Electrical Contractor shall be responsible to ensure that the work areas are fenced during the maintenance work;
- The Electrical Contractor shall develop a set of security rules and procedure to be maintained by all for entry of the project site;
- **Any deviation found shall be reported to the Health and Safety Manager of Department of Health Free State;**
- Access to site is controlled so that no unauthorised person may enter the site.
- No employees/visitor shall enter maintenance site without undergoing induction training and be equipped with proper personal protective equipment;
- Contractor shall provide their workers with proper training so that they can perform their work safely. Train all staff to be aware of their own responsibilities for, and to provide information, instruction, and training on, the particular hazards and risks in relation to the scope of work; and

6. Safety File

The contractor shall appoint a suitable qualified person to prepare the Health and Safety File and to keep it to date for the duration of the contract. The health and Safety File shall include the following information:

- Proof of Registration and good standing with a COID Insurer.
- Proof of Registration with Department of Labour as an Electrical Contractor.
- Proof of Registration for installation electricians.
- The contractor needs to provide full details of where his/her employee should be referred in case of an injury on duty.
- Copy Health and Safety plan that include the followings:
 - List of PPE issued
 - Recent inspection lists
 - Training records
 - Hazards identification and risk assessment
 - Safe work procedure include fall protection plan, permits, locks-out procedures, method statements
 - Test records for equipment and work
 - Incident history
 - Notices issued
 - Health and safety expenses in respect of the project
 - OHS programme agreed with client including the underpinning Risk Assessment and Method Statements (Construction Regulation 5(1))

- Design/ drawings where applicable
- A list of Contractors (subcontractors) including copies of the agreements between the parties and the type of work being done by each Contractor (Construction Regulation 9)
- Appointment/Designation forms required by the ACT and Regulations

Register required

- Lifting equipment (before use and monthly)
- Arc and Gas welding and Flame Cutting Equipment Inspections (before use daily)
- Construction Vehicles Inspections (Daily)
- Fire equipment inspection and maintenance (monthly)
- First aid (monthly)
- Hazardous Chemical Substances (MSDS and listing of chemicals)
- Inspection of ladders (daily before use and monthly)
- Inspection of vessels and pressure (monthly and 3 yearly)
- Machinery inspections (before use and monthly)

The Health and Safety File shall be handed over to the client on completion of the contract. It must contain all the documentation handed to the contractor by any contractors together with a record of all drawings, designs, materials used and other similar information concerning the completed project

6.1 Written Safe Work Procedures and Risk Assessments

- Written Safe Work Procedures are to be available in order to mitigate, reduce or control the hazards and risks identified in the Risk Assessment.
- Initially a generic document can be produced, by the first three weeks of operation a task based document must be produced and be updated as per changes in tasks.

6.2 Personal Protective Equipment

The Electrical Contractor shall ensure that the following minimum personal protective equipment and wear are issued to his employees:

- No person is allowed to be on site without the required PPE as prescribed by risk assessments.
- Electrical Contractor must ensure that PPE is being used as a last resort upon trying all reasonable means to remove the hazard.
- Electrical Contractor is required to keep an updated register of all PPE issued.
- Strict compliance measures must be administered to ensure employees use PPE.
- Hard hats, safety shoes with steel toe caps and protective clothing shall be provided free of charge for all his employees and shall be worn at all times. Other protective equipment such as gloves, safety glasses, face shield, dust mask, ear plugs etc shall be issued and used when required as per tasks in the risk assessment and safe work procedure. The Electrical Contractor shall ensure that his employees understand why the PPE is necessary and that they use them correctly and sign for receiving them.

- Only double lanyard safety harnesses are allowed and must be used when conducting work at elevated positions.
- When handling corrosive liquids e.g. acids or caustic suitable eye protection, gloves, and special overalls shall be worn.
- Ear protection shall be worn in any designated noise zone and a signage needs to be placed in the conspicuous place.
- Suitable respirators shall be provided where gas or dust pose a hazard
- Any person refusing to wear protective clothing when instructed to do so by the responsible person shall be removed from the site.
- Clearly outline the procedure to be followed when PPE is 1. Lost or stolen; 2. Worn-out or Damaged.

6.3 Appointment of Health and Safety Personnel

- The Electrical Contractor shall provide adequate levels of suitable trained, experienced and competent management and supervision to ensure that the works proceed and without risks to health or environment and that all operations and personnel for whom the contractor is responsible are adequately monitored and supervised.

6.5 Health and Safety Hazards

The Electrical Contractor shall take cognisance of the following hazards that are prevalent in the project:

6.5.1 Hazardous Environment

- Dust
- Fumes
- Noise
- Insufficient lighting
- Confined space
- Weather conditions – Heat/Rain/Wind/Cold
- Working at height and on elevated structures for work above 2-meter height (fall protection plans required)
- Working next to revolving equipment
- Working next to moving plant
- Working with chemical products

6.5.2 Hazardous Equipment

- Ladders
- Lifting equipment
- Pressure vessels
- Air compressors
- Chains and slings
- Fall protection equipments

6.5.3 Hazardous Operations

- DB Installations
- Welding

- Use of step ladder
- Usage of the carry picker by unauthorised personnel

6.5.4 Hazardous Tools

- Angle grinders
- Electric hand tools
- Circular saws
- Welding units – arc and gas
- Explosive power tool

7 Arrangements for controlling significant site risks

All safe operating procedures, method statements or rules implemented mitigate the risk whilst performing hazardous tasks are to be effectively communicated to the contractor's staff performing the tasks.

8. Fire precautions on sites

The provisions of the environmental Regulations for Workplaces (Government Notice R2281 of 16 October 1987) shall apply. No open fire will be allowed on site, unless a proper arrangement with project manager has been made.

All fire extinguishers shall be inspected monthly and tested and serviced at recommended intervals by an accredited supplier.

9. Communication & Liaison

- Occupational Health and Safety liaison between the Electrical Contractor, the Contractors and other concerned parties shall be through the project manager.
- In addition to the above, communication may be directly to the Department of Health Free State OHS Manager or his appointed Agent, verbally or in writing, as and when the need arises.
- Electrical Contractor will be responsible for the distribution of all relevant Occupational Health and Safety information to other Contractors.

10. Fall protection plan

A comprehensive fall protection plan is to be established in order to prevent employees from falling from elevated positions

- Electrical Contractor shall stop all persons working with the usage of a ladder during periods of inclement weather or if the possibility of lightning is present;
- Safety harness as fall arrest devices will be worn when working at an elevation, unless working from a safe platform;
- Working on elevated positions shall only be carried out under the supervision of a competent person;
- Provision must be made to prevent objects and material from falling from elevated areas and the protection of persons working below;

- All unprotected openings in floors, edges, slabs, hatchways and stairs will be adequately barricaded and suitable visible means will be used to demarcate such barricading;
- Where necessary life lines will be installed for the purpose of fall protection;
- All unprotected opening need to be protected and barricaded.
- All personnel working at height exceeding 2 metres will be declared medically and psychological fit and records being kept in the safety file.
- All personnel working at the elevated position shall be trained and records thereof be kept inside the safety file.

11. Permit to work

The contractor is to ensure that the proper permit is in hand and duly authorised by appointed person before commencing with the work in question, some of the activities that require a permit to work are:

- Hot works
- Working in confined spaces
- Excavation work more than 1.5 meters deep
- Work being done next to live overhead power line
- Use of hazardous chemical substances (all MSDS shall be available and kept in the safety file), Department of Health Free State OHS Manager shall be informed of all chemicals used on site or to be used.
- Work to be carried near/adjacent to live electrical network. Work permit shall be requested by the project manager representing Department of Health Free State and it shall be issued by Department of Health Free State OHS Manager. Work will be carried out under the supervision of Department of Health Free State representative project manager and contractor shall sign acknowledgement letter to understand the risks associated with that specific work.

Contractor shall liaise with project manager from Department of Health Free State for the issue of work permit.

12. Housekeeping on Site

The Electrical Contractor shall ensure a high level of housekeeping on site. Adequate care must be taken by the contractor to ensure that storage and stacking is correctly and safely carried out. On completion the contractor is responsible for clearing the site of all material, scrap, temporary building to the satisfaction of the Department of Health Free State representative.

13. First Aid Facilities

- First aid box shall be available on site.

14. Health and Safety Induction

- The Electrical Contractor shall ensure that all employees undergo a health and safety induction.
- Proof of induction is to be included in the "Safety File".

- The contractor is expected to have a daily safety "tool box" meeting. Subject topics that are applicable to the job at hand e.g. near misses that have happened, accident and up and coming work will be discussed along suggestion and comments.
- These meetings can be used as a training meeting with the central idea of educating employees.

15. Accident/incident reporting and investigations

15.1 Reporting of incidents and occupational diseases

All accidents and incidents shall be reported the same day to Department of Health Free State OHS Manager.

Section 24 of the Act refers to certain incidents occurring at the workplace, or in connection with the use of machinery whereby a person dies or is injured to be extent where he is likely to die or could have resulted in a major incident. Such incidents should be reported to the Provincial Director on a WCL 1 or WCL 2 form within seven days.

Certain other types of incidents must be reported to the Provincial Director telephonically, facsimile or similar means of communication and these types of incidents are as follows—

- (a) Where a person, as a result of the incident;
 - i) Dies;
 - ii) Becomes unconscious;
 - iii) Suffers the loss of a limb or part thereof;
 - iv) Is injured to the extent that he is likely to die;
 - v) Is injured to the extent that he is likely to be permanently disabled;
 - vi) Is injured to the extent that he is likely to be off for a period of 14 days or more;
 - vii) Cannot perform his normal duties (those duties for which he was employed).
- (b) An incident of major consequence arising out of the use of industrial equipment or machinery or industrial practices at a workplace.
- (c) The health and safety of any person is endangered and where –
 - i) A dangerous substance was spilled;
 - ii) The uncontrolled release of any substance under pressure (pressure greater than 1 atmosphere) took place;
 - iii) Machinery or any part thereof fractured or failed, resulting in flying, falling or uncontrolled moving objects; or
 - iv) Machines, which ran out of control.

These incidents should also be recorded and investigated in accordance to Regulation 8 of the General Administrative Regulations.

If an injured person is to die as a result of an incident, which has already been reported in terms of the above, the employer or user should report such death to the Provincial Director.

15.2 Recording and investigation of incidents

The employer or user of machinery should keep record and investigate all incidents referred to in terms of Section 24 of the Act together with any other incident, which resulted in the person concerned having had to receive medical treatment other than first aid.

These incidents must be recorded in the form of Annexure 1 of these regulations and be kept for a period of at least 3 years. This record shall be kept on the premises and available for perusal by an inspector.

The contractor, a designated person must investigate the above-mentioned incidents. This investigation should take place within 7 days from the date of incident and completed as soon as is reasonable practicable or within the contracted period of contract workers. The employer should record the result of the investigation in the Annexure 1. The purpose of the investigation is to establish the cause of the incident together with the safety measures that can be implemented to prevent the re-occurrence of such incidents in the future.

- Accidents/incidents are to be reported to Department of Health Free State Project Manager.
- All reportable incidents in terms of Section 24 of the OHS ACT shall be investigated and recorded by the contractor as required by the Act and also reported to Department of Labour.
- The contractor shall compile an investigation report and ensure that all the preventative actions recommended are in place.

16 Responsibilities

16.1 Client

16.1.1 The Client will appoint Electrical Contractor in writing for assuming the role of Electrical Contractor in order to comply with the provisions of the OHS Act and relevant regulations.

16.1.2 The Client or his appointed Agent on his behalf will take reasonable steps to ensure that the health and safety plan of both the Electrical Contractor and Contractor is implemented and maintained. The steps taken will include periodic audits at intervals of at least once every month.

16.1.3 The Client will prevent the Electrical Contractor from commencing or continuing with maintenance work should the Electrical Contractor and/or his Contractors at any stage in the execution of the works be found to:

- have failed to have complied with any of the administrative measures required by the Occupational Health and Safety Act and relevant regulations;
- have failed to implement or maintain their health and safety plan;
- act in any way which may pose a threat to the health and safety of any person(s) present on the site of the works or in its vicinity, irrespective of him/them being employed or legitimately on the site of the works or in its vicinity.

16.2 Electrical Contractor

16.2.1 The Electrical Contractor shall accept the appointment under the terms and Conditions of Contract. The Electrical Contractor shall sign and agree to those terms and conditions.

16.2.2 The Electrical Contractor shall ensure that he is fully conversant with the requirements of this Specification and all relevant health and safety legislation. This Specification is not intended to supersede the OHS Act. Those sections of the Act and the Regulations which apply to the scope of work to be performed by the Electrical Contractor in terms of this contract (entirely or in part) will continue to be legally required of the Electrical Contractor to comply with. The Electrical Contractor will in no manner or means be absolved from the responsibility to comply with all applicable sections of the Act or any Regulations proclaimed under the Act or which may perceivable be applicable to this contract.

16.2.3 The Electrical Contractor shall provide and demonstrate to Department of Health OHS Manager a suitable and sufficiently documented health and safety plan based on this Specification, the OHS Act and relevant Regulations, which shall be applied from the date of commencement of and for the duration of execution of the works. This plan shall, as appendices, include the health and safety plans of all Sub-contractors for which he has to take responsibility in terms of this contract.

16.2.4 The Electrical Contractor shall provide proof of his registration and good standing with the Compensation Fund or with a licensed compensation insurer prior to commencement with the works.

16.2.5 The Potential Electrical Contractor shall, in submitting his tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety requirements, the Act and Construction Regulations. (Note: This shall have to be contained in the conditions of tender upon which a tenderer's offer is based.)

16.2.6 The Electrical Contractor shall consistently demonstrate his competence and the adequacy of his resources to perform the duties imposed on the Electrical Contractor in terms of this Specification, the Act and the relevant regulations.

16.2.7 The Electrical Contractor shall ensure that a copy of his health and safety plan is available on site and is presented upon request to the Client, an Inspector, or Employee.

16.2.8 The Electrical Contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of this Specification, the Act and the relevant Regulations, is opened and kept on site and made available to the Client or Inspector upon request. Upon completion of the works, the Electrical Contractor shall hand over a consolidated health and safety file to the Client.

16.2.9 The Electrical Contractor shall, throughout execution of the contract, ensure that all conditions imposed on his Sub-contractors in terms of the Act, Electrical Installation Regulations are complied with as if they were the Electrical Contractor.

16.2.10 The Electrical Contractor shall from time to time evaluate the relevance of the Health and Safety Plan and revise the same as required, following which revised plan shall be submitted to the Client.

17. Health and Safety Inspections/Audits

- The Electrical Contractor shall ensure that the work area, equipment, machinery, safety equipment and wear, etc are inspected on a regular basis.
- Proof of such inspections are to be maintained in the "Safety File"
- All non conformances revealed during the inspections are to be noted and rectified as soon as possible. The client, health and safety unit will also conduct formal audits at least once a month and deviations that are revealed must be rectified within the required time frame.
- All portable tools shall be inspected daily by the user as well as weekly recorded inspections and testing to be done.

18. Emergency Preparedness

The Electrical Contractor shall ensure that the necessary fire fighting equipment is in place in respective areas. Emergency preparedness plan shall ensure that all emergency contact details are placed in a conspicuous place where they can be easily seen and accessed.

19. Non Compliance to Health and Safety Standards

Department of Health Free State OHS Manager reserve the right to stop the operations of the Electrical Contractor should it be found that the operations are being undertaken in non compliance with the laid down health and safety plan based on this specification.

It should be noted to the contractors that any expenses incurred due to non-compliance shall be for Contractor's account in question.

Safety officers and other personnel have the authority to stop work if there is a life threatening situation or danger of material loss/damage and direct immediate remedial action under the supervision of contractor's manager is required.

Any "stop work order" shall be followed up and the site manager shall present a written report including remedial actions to avoid the re-occurrence and disciplinary action for contravening safety regulation and if considered necessary to instruct the site manager to remove certain of his personnel from site.

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