

DUE AT 11:00 ON

CLOSING DATE: 14 DECEMBER 2023

W11450

APPOINTMENT OF A CONTRACTOR TO RENDER ELECTRICAL SERVICES TO THE DEPARTMENT OF WATER AND SANITATION HEAD OFFICE BUILDINGS FOR A PERIOD OF THIRTY-SIX MONTHS (36 MONTHS) CIDB CONTRACTOR GRADING DESIGNATION 3 EB CERTIFICATION OR HIGHER

SUBMIT BID DOCUMENTS TO:

OR

POSTAL ADDRESS: DIRECTOR-GENERAL: WATER AND SANITATION PRIVATE BAG X313 PRETORIA, 0001 **TO BE DEPOSITED IN:** THE BID BOX AT THE ENTRANCE OF ZWAMADAKA BUILDING 157 FRANCIS BAARD STREET PRETORIA, 0001

Compulsory Briefing Session Date: 30TH November 2023 <u>Time</u>: 14H00 <u>Venue:</u> Department of Water and Sanitation Francis Baard Street (formerly Schoeman) 173 Emanzini Building, G18 Board Room Pretoria, 0001

BIDDER: (Company Address OR Stamp)

Please be aware that the Department representatives at SCM will never call you and demand bribes in exchange for a tender. if this happens, please notify the Department.



CONTENT OF DOCUMENT (as presented)

COVER PAGE

Contact information

THE TENDER

Part T1: Tendering procedures

- T1.1 Tender notice and invitation to tender
- T1.2 Tender data

Part T2: Returnable documents and schedules

- T2.1 List of Returnable documents and schedules
- T2.2 Returnable documents and schedules

THE CONTRACT

Part C1: Contract data

- C1.1 Form of offer and acceptance
- C1.2 Contract Data
- C1.2.1 General Conditions of Contract

Part C2: Pricing data

- C2.1 Pricing Instructions
- C2.2 Bill of Quantities

Part C3: Scope of work

- C3.1 Description of Works
- C3.2 Execution of Repairs



W11450

APPOINTMENT OF A CONTRACTOR TO RENDER ELECTRICAL SERVICES ON TO THE DEPARTMENT OF WATER AND SANITATION HEAD OFFICE BUILDINGS FOR A PERIOD OF 36 MONTHS

T1.1 TENDER NOTICE AND INVITATION TO TENDER

Documents may be downloaded from Department of Water and Sanitation website at <u>www.dws.gov.za and from National Treasury website at www.etenders.gov.za</u>.

Queries relating to the issue of these documents may be addressed in writing to phiriz@dws.gov.za

A compulsory briefing session with representatives of the Employer will take place on 30th of **November 2023** starting at **14:00**.

The closing time for receipt of tenders is 11:00 hrs on 14th of December <u>2023</u>. Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.

Tenders may only be submitted on the tender documentation that is issued.

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



W11450

APPOINTMENT OF A CONTRACTOR TO RENDER ELECTRICAL SERVICES TO THE DEPARTMENT OF WATER AND SANITATION HEAD OFFICE BUILDINGS FOR A PERIOD OF THIRTY-SIX MONTHS (36 MONTHS) CIDB CONTRACTOR GRADING DESIGNATION 3 EB CERTIFICATION

T1.2 TENDER DATA

IMPORTANT INFORMATION

PLEASE READ CAREFULLY THROUGH THE ENTIRE TENDER DOCUMENT BEFORE COMPLETING THE DOCUMENT.

INSTRUCTIONS TO BIDDERS

All recipients of these bid documents, whether they submit a Bid or not, shall treat the details of the documents as PRIVATE AND CONFIDENTIAL.

PART T1: TENDERING PROCEDURES

T1.1 TENDER NOTICE AND INVITATION TO TENDER

The Department of Water and Sanitation invites tenders for the rendering of plumbing services to the Department of Water and Sanitation Head Office Buildings.

The following tenderers who are registered with the Construction Industry Development Board (CIDB), or are capable of being so registered prior to the evaluation of submissions are eligible to submit tenders:

- Contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for rendering of plumbing services on behalf of the department of water and sanitation of **3 EB** or higher.
- Only tenderers that meet all the eligibility criteria under clause C.2.1 of the Tender Data will be considered.

Bid documents will be available on the e-tender website at <u>www.etenders.gov.za</u>, the i-tender website at <u>www.cidb.org.za</u> and DWS website at <u>www.dws.gov.za</u> from

Please note that the successful bidder will be expected to sign a Service Level Agreement with the Department THE CLOSING DATE AND TIME FOR RECEIPT OF TENDERS IS 14 DECEMBER 2023 AT 11:00

Only Tenders complying with the following requirements will be considered:

- i) The tender is for contractors who shall have a CIDB contractor rating as outlined above
- ii) Tenders submitted on the prescribed Letter of Tender
- iii) Tenders sealed in envelopes conspicuously marked as follows:

Tender Bid No W11450 Department of Water and Sanitation DWS Head Office

Physical address: 157 Zwamadaka Building, Francis Baard Street, Pretoria

Bid Box is situated on Ground Floor, DWS Office at the above-mentioned address. Telegraphic, telephonic, telex, facsimile and late tenders will not be accepted.

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

IMPORTANT NOTICE

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is open, 7 days a week.

The bid box is located inDepartment of Water and SanitationDWS Head OfficePhysical address: 157 Zwamadaka Building, Francis Baard Street, Pretoria

All bids must be submitted on the official forms – (not to be re-typed)

All bidders must sign a security tender register when submitting their tender documents

Writing must be in block letters and black ink.

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022, The General Conditions of Contract (GCC) for Construction Works and any other special conditions of contract specified by DWS.

TECHNICAL ENQUIRIES

Should you require any further information in this regard, please do not hesitate to contact:

Name: Ms Kgomotso Ramalepe E-mail: <u>Ramalepek@dwa.gov.za</u>

Or for Bid enquiries

E-mail: PhiriZ@dws.gov.za

T1.2 TENDER DATA

| Clause number | Tender Data |
|------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | The conditions of tender are the Standard Conditions of Tender (Annex C as published/ amended by CIDB in August 2020) contained in Annex C of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts (August 2019) as published in Government Gazette No 42622, Board Notice 423 of 2019 of 08 August 2019. (See www.cidb.org.za). The standard conditions of tender for procurements make several references to the tender data for details that apply specifically to this tender. The tender data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of tender data given below is cross-referenced to the clause in the standard conditions of tender to which it mainly applies. |
| C.1.1 | The employer is the Department of Water and Sanitation |
| C.1.2 | For this contract, the following documents will be adopted: The single volume procurement document issued by the employer comprises of the following: The Tender Part T1: Tendering procedures T1.1 - Tender notice and invitation to tender T1.2 - Tender 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 C1.2 - Contract data C1.2 - Pricing Data C2.1 - Pricing Instructions C2.2 - Bill of Quantities Part C3 - Scope of Works |
| | C3.1 – Description of works C3.2 – Exécution or Repairs |

| C.1.4 | The Employer's agent for the purpose of this tender is deemed to be the authorised and designated representative of the Employer: Address: DWS Head Office 157 Zwamadaka Building, Francis Baard Street, Pretoria, 0001 E-mail: PhiriZ@dws.gov.za |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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 | 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.2 | Tenderer's obligations |
| C.2.1 | Eligibility |
| | Only those tenderers who satisfy the following criteria are eligible to submit tenders: |
| | a) CIDB registration |
| | Registered with the CIDB, at close of tender, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, as per amended notice no. 357 of 2019, for a SO class of construction work. Tenderers whose CIDB registration expires within the tender validity period, need to demonstrate that there is a reasonable chance of being registered in the appropriate grading designation during the tender evaluation period, by submitting a copy of their timely application for CIDB registration, with their tender submission. Tenders received from such tenderers who are not capable of being registered in the required contractor designation, within 10 working days after either expiry of their registration or after being requested to provide proof of registration, will be considered non-responsive. |
| | Tenderers registered as potentially emerging enterprises but with a CIDB contractor grading designation lower than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, as per amended notice no. 357 of 2019, are not eligible to have their tenders evaluated. |
| | For the sake of clarity and subject to satisfactory proof of a tenderer's ability to perform the work specified at the tendered value, the Employer lists in the table below the margins it considers reasonable. However, in the event that the sum tendered exceeds the margins shown then such tender shall be deemed non-responsive. |
| | Joint Ventures are eligible to submit tenders provided that: - every member of the joint venture is registered with the CIDB; - the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status; and - 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 tendered for a 3 EB of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, as per amended notice no. 357 of 2019. |

| C.2.1.1 | Only those bidders who satisfy the following eligibility criteria are eligible to submit bids: (a) Knowledge and experience with proven years for plumbing services (Company) (b) Team Capability and experience (c) Project Leader Capability and experience (d) Traceable references |
|---------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| C.2.2 | NB: The Project Leader should not be the same person as the Artisan Cost of Tendering |
| C.2.2.1 | The Employer will not compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the Employer |
| 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.2.6 | Acknowledge addendum Acknowledge receipt of addendum 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 Yes |
| 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 |
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| C.2.10.3 | This contract shall not be subject to Contract Price Adjustments, foreign fluctuations, etc and all rates and prices shall remain FIXED, final and binding for the full duration of this contract. |
| 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 |
| | No alternative tender offers will be considered |
| C.2.13 | Submitting a tender offer |
| C.2.13.1 | Submit one tender offer only as a single tendering entity 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 copy of the tender offer packages marking the package as "ORIGINAL" 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 | Bidders are requested to deliver the submission in one envelope. The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: |

| | Title to appear on envelope. |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | 1. CONTRACT NO.: W11450 |
| | The appointment of a contractor to render electrical services to the Department of Water and Sanitation Head Office Buildings for a period of 36 months |
| | This envelope must contain the Returnables, SCM Documentation and Relevant Annexures. This envelope must contain printed copies of all the pages in this document, duly completed and signed. |
| | For identification purposes, bidders are requested to ensure that the envelope containing the company's bids are clearly marked, and are easily identifiable by the company's logo or name. |
| | Location of tender box: Ground Floor of the Department of Water and Sanitation Physical address: Location of tender box: DWS Head Office Physical address: 157 Zwamadaka Building, Francis Baard Street, Pretoria, 0001 Identification details: TENDER BOX |
| 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. |
| 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 The closing time for submission of tender offers is 14 December 2023 at 11oclock. The Department of Water and Sanitation is not obliged to accept the lowest or any tender and reserves the right to accept any tender in whole or in part. |
| C.2.16 | The tender offer validity period is 120 days from the closing date. |
| 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. |

| C.2.18.2 | The Tenderer 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. |
|----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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. |
| | Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data. |
| C.2.23 | The Tenderer is required to submit with his/her tender all documents and schedules listed under T2.1 and T2.2. |
| Add the | Canvassing and obtaining of additional information by tenderers |
| following new clause C2.24 | The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employer's officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon. The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders. |
| | |
| Add the | Prohibitions on awards to persons in service of the state |
| following new clause | The Employer is prohibited to award a tender to a person - |
| C2.25 | a) who is in the service of the state; or |
| 62.20 | b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or |
| | c) a person who is an advisor or consultant contracted with the Department. |
| | In the service of the state means to be - |
| | a) a member of:- |
| | any municipal council; |
| | any provincial legislature; or |
| | the National Assembly or the National Council of Provinces; |
| | b) a member of the board of directors of any municipal entity; |
| | c) an official of any municipality or municipal entity; |
| | d) an employee of any national or provincial department; |
| | |

| | e) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999); |
|---------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | f) a member of the accounting authority of any national or provincial public entity; or |
| | g) An employee of Parliament or a provincial legislature. |
| | In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed. |
| C.3 | The employer's undertakings |
| C.3.1 | Respond to requests from the tenderer. |
| | The Employer will respond to requests for clarification received up to five (5) working days before the tender closing time. |
| C.3.2 | Issue Addendum |
| | Addendum will be issued until five (5) working days before the tender closing time. |
| C.3.5 | 14 December 2023 at 11:00 of the Department of |
| | Water and Sanitation, Zwamadaka Building: Head Office |
| | Physical address: 157 Francis Baard Street, Pretoria, 0001Water and Sanitation, Zwamadaka Building: Head Office |
| | Physical address: 157 Francis Baard Street, Pretoria, 0001 |
| C.3.9 | Arithmetical errors, omissions and discrepancies |
| C.3.9.1 | Check the highest ranked tenders or tenderers 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 the summation of the prices. |
| C.3.9.2 | The arithmetical errors shall be corrected in the following manner: |
| | a) Where there is a discrepancy between the amounts in words and amounts in figures, |
| | the amount in words shall govern. |
| | b) 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. |

| c) 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. The Tender Offer will be rejected if the tenderer does not correct or accept the Correction of the arithmetical error in the manner described above. C.3.11 Functionality, Price and Preference The purpose of the evaluation is to ensure and promote compliance with the Constitution, specifically Section 217, which provides that when organs of state contract for goods or services, they must do so in accordance with a system which is fair, equilable, transparent, competitive and cost-effective. The evaluation of bids will be undertaken in 4 stages. Mandatory requirements, Administrative Compliance, Functionality Compliance and Price and Specific goals | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| The purpose of the evaluation is to ensure and promote compliance with the Constitution, specifically Section 217, which provides that when organs of state contract for goods or services, they must do so in accordance with a system which is fair, equitable, transparent, competitive and cost-effective. The evaluation of bids will be undertaken in 4 stages. Mandatory requirements, Administrative Compliance, Functionality Compliance and Price and | | 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. The Tender Offer will be rejected if the tenderer does not correct or accept the Correction of |
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| Stage 1: Mandatory Requirements | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-------|
| The following mandatory requirements will apply and all bids that do requirements will be disqualified and will not be evaluated further | o not mee | et ma |
| Criteria | Yes | No |
| Attendance of compulsory briefing session | | |
| Attach Electrical Certificate for the on-site Electrician | | |
| Attach Certificate or confirmation of registration for Compensation for Occupational Injuries and Diseases Act (COIDA) | | |
| Copy of proof of insurance contract which includes public liability taken with a reputable company and that is still active or a provisional acceptance letter, indicating an amount of not less than R1000 000 as the estimated insured amount. | | |
| Attach Occupational Health and Safety certificate (OHS) | | |
| Minimum CIDB Grade 3 EB certification | | |
| Pricing schedule (bill of quantities) to be completed fully | | |

Stage 2: Administrative Compliance

Bidders are required to comply with the following listed below:

| No | Criteria | Yes | No |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|
| 1 | Companies must be registered with National Treasury's Central Supplier Database must submit CSD report. Provide MAAA number on SBD1 | | |
| 2 | Tax compliant with SARS (to be verified through CSD and SARS). Attach Tax Compliance status PIN page | | |
| 3 | Active registration with Company Intellectual Property Commission (to be verified through CSD and CIPC). Attach copy of Bidder's CIPC / CIPRO certificate. | | |
| 4 | A valid copy of B-BBEE Status Level Verification Certificate or a valid original sworn affidavit (failure to submit, the Bidder will forfeit the relevant points allocated for B-BBEE under specific goals) | | |
| 5 | A valid letter of Good Standing with the Compensation Commissioner in terms of the Compensation for Occupational Injuries and Diseases Act No 130 of 1993 and or third parties' insurance registered with Financial Service Board (COIDA). | | |
| 6 | Initial and sign Tender data section (T1 & T2) and all required documents to be submitted with tender. Initial each page of section C1, C2 and C3 and sign where required. | | |
| 7 | Letter of appointment of duly authorized person to sign bid. Proof of such authority must be submitted with the bid. If by an individual, must be signed by that individual or by someone on his behalf duly authorised thereto and proof of such authority must be produced. If the bid is by a Company, it must be signed by a person duly authorised thereto by a Resolution of a Board of Directors a copy of which Resolution, duly certified by the Chairman of the Company is to be submitted with the bid. | | |
| 8 | Evaluation of Local Production and Content | | |
| | The stipulated minimum threshold percentage for local production and content for steel products and components for construction as per stipulated by the Department of Trade and Industry (DTi) is applicable. | | |
| | The Declaration made in the Declaration Certificate for local content (Annex C) Local Content Declaration – Summary Schedule will be used for this purpose. If the bid is for more than one product, the local content percentages for each product contained in Declaration C will be used. | | |
| | The DTI has the right to, as and when necessary, requests for auditor's certificates confirming the authenticity the declaration made in respect of local content. | | |

| | Failure to comply with the designated local production and content percentages for any item listed on Annex C, will render your bid non-responsive and will be disqualified. | | |
|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| | The stipulated minimum threshold percentage for local production and content for steel products and components for construction as per stipulated by the Department of Trade and Industry (DTi) is applicable. | | |
| | Please make yourself aware of the stipulated minimum threshold percentage of the specific item(s) as per the specifications. Annexure C need to be complete and is available on the Department: Trade and Industry website. (www.thedti.gov.za). | | |
| 8 | Complete, sign, submit SBD1, SBD3.2, SBD4, SBD6.1 | | |

Stage 3: Functional Evaluation

The Functional Evaluation will be carried out to assess the Bidder's suitability to undertake the project, the Bidder's Company Experience, Current Resource, Current Expertise and project cost will be evaluated.

Bidders who fail to obtain a minimum 70% for functionality under stage 3 will not be considered further.

DWS shall not be held responsible for incorrect judgement misled by unclear written letters/words on the forms below, to be completed by the Bidder(s). **DO NOT COMPLETE THE FORMS/ANNEXURES BY WRITING** "SEE ATTACHED", Bidder(s) who refer to attachment WILL BE SCORED ZERO. Attachment shall strictly be made where specified and at the correct location, any attachment other than what has been requested by DWS, shall be completely ignored, and scored zero, where points allocation is required.

When completing Forms, Bidder(s) may make copies of the original Forms, should the provided forms be inadequate for their completion of the information required. Forms must be hand completed in black ink, no computer regenerated forms will be accepted. Forms must be completed in full, forms not completed in full shall be rejected by scoring zero.

Functional Evaluation Criterion Summary

The maximum points allocation per criterion is summarised in the following table:-

The following values/ indicators will be applicable when evaluating functionality:

| CRITERION (include CV's and operational structure) | POINTS | |
|----------------------------------------------------------------------------------------|--------|--|
| Health and Safety Officer Capability and experience | 20 | |
| Minimum 3 years experience required for Health and Safety Officer | | |
| Copies of relevant certificates of qualified Health and Safety officer to be submitted | | |
| 7 years and above=20 | | |
| 6-below 7 years=15 | | |
| 5 -below 6 years=10 | | |
| 3 - below 5 years experienced=5 | | |
| Below 3 years=0 | | |
| Technical Capability and experience(Artisan) | 20 | |
| Minimum 3 years experience required for Artisans | | |
| Copies of relevant certificates of qualified artisans/certificates to be submitted | | |
| 7 years and above=20 | | |
| 6-below 7 years=15 | | |
| 5 -below 6 years=10 | | |
| 3 - below 5 years experienced=5 | | |
| Below 3 years=0 | | |
| | | |
| | | |
| | | |

| Project leader Capability and experience | 20 | |
|-----------------------------------------------------------------------------------------------------------|-----|--|
| Minimum 3 years experience required for Project leader in electrical services | 20 | |
| Copy of a relevant Project Management certificate/Built Environment/Trade certificates to be submitted | | |
| 7 years and above=20 | | |
| 6-below 7 years=15 | | |
| 5 -below 6 years=10 | | |
| 3 - below 5 years experienced=5 | | |
| Below 3 years=0 | | |
| Traceable reference | 40 | |
| a) Attach traceable references(in the last 10 years) in electrical services. | | |
| More than 5 similar projects successfully completed with reference letters=40 | | |
| 5 similar projects successfully completed with reference letters=35 | | |
| 4 similar projects successfully completed with reference letters=30 | | |
| 3 similar projects successfully completed with reference letters=25 | | |
| 2 similar projects successfully completed with reference letters=20 | | |
| Less than 2 similar projects successfully completed with reference letters=0 | | |
| TOTAL POINTS | 100 | |

Bidders who fail to obtain a minimum 70% for functionality under stage 3 will not be considered further.

Bidders are requested to provide evidence of complying with these Functional Criteria by completing the relevant forms in the bid document (Forms) as well supplying completion certificates for completed projects as proof. Failure to supply completion certificates/reference letters as required will mean that the project will not be contributing towards experience of the company and bidders will lose points on this criterion, under completed projects.

Stage 4: Price and Specific Goals

The procedure for the evaluation of responsive tenders is Method 2 where the tender is evaluated in terms of price and Specific Goals. The 80/20 Preference points system will be used, with a maximum of 80 is allocated for price on the following basis:

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a Bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

PHASE 4: THE 80/20 POINTS AWARDED FOR PRICE AND B-BBEE STATUS LEVEL OF CONTRIBUTION

The 80/20 Preferential Procurement System will be used in evaluating these bids:

| Evaluation element | Weighting (Points) |
|--------------------|--------------------|
| B-BBEE | 20 |
| PRICE | 80 |
| Total | 100 |

Specific goals for the tender and points claimed

| The specific goals allocated points in terms of this tender | Number of points allocated (80/20 system) |
|-------------------------------------------------------------|-------------------------------------------|
| Women | 5 |
| People with disability | 5 |
| Youth (35 and below) | 5 |
| Location of enterprise Gauteng | 2 |
| B-BBEE status level contributors from level | 3 |
| 1 to 2 which are QSE or EME | |
| TOTAL POINTS FOR SPECIFIC GOALS | 20 |

| Documents required for verification of Tenderer claimed points | | | | |
|-------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|
| Specific Goal | Requires Proof Documents | | | |
| Women Ownership | Full CSD Report | | | |
| Disability Ownership | Full CSD Report | | | |
| Youth Ownership | Full CSD Report | | | |
| Location of enterprise – Gauteng | Full CSD Report | | | |
| B-BBEE status level contribution from level 1 to 2 which are QSE or EME | Valid B-BBEE certificate/sworn affidavit. Consolidated B-BBEE certificate in cases of Joint Ventures Full CSD Report | | | |

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

"Specific goals" means specific goals as contemplated in section 2(1)(*d*) of the PPPFA Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction of Development Programme as published in *Government Gazette* No. 16085 date 23 November 1994.

"**Ownership**" means the percentage ownership and control, exercised by individuals within an enterprise.

"Disability" means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.

- i. A blind person (in terms of the Blind Persons Act, 1968 (Act no.26 of 1968);
- ii. A deaf person, whose hearing is impaired to such an extent that he/she cannot use it as a primary means of communication.
- iii. A person who, as a result of permanent disability, requires a wheelchair, caliper or crutch to assist him/her to move from one place or another;
- iv. A person who requires an artificial limb; or
- v. A person who suffers from a mental illness (in terms of the Mental Health Act, 1973 (Act no. 18 of 1973).

"Youth" means, in respect of a person younger than 35 years of age.

"Location of enterprise" Local equals province. Where a project cuts across more than on province, the bidder may be located in anu of the relevant provinces to obtain the points.

The definition and measurement of the goals above is as follows: Women, disability and youth:

This will be measured by calculating the pro-rata percentage of ownership of the bidding company which meets criterion. E.g. Company A has five shareholders each of whom own 20% of the company. Three of the five shareholders meet the criterion, i.e. they are women/disability/youth. Therefore, this bidder will obtain 60% of the points allowable for this goal.

Tender offers will only be accepted on condition that:

- a) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
- b) the bidder or any of its directors is not listed in 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;
- c) 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.
- d) Has completed the Compulsory Enterprise Questionnaire, SBD4, 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 tender process

Has submitted the documentation listed in T2.21 and T2.22

The number of paper copies of the signed contract to be provided by the employer is ONE.



W11450

APPOINTMENT OF A CONTRACTOR TO RENDER ELECTRICAL SERVICES TO THE DEPARTMENT OF WATER AND SANITATION HEAD OFFICE BUILDINGS FOR A PERIOD OF THIRTY-SIX MONTHS (36 MONTHS) CIDB CONTRACTOR GRADING DESIGNATION 3 EB CERTIFICATION

T2: RETURNABLE DOCUMENTS AND SCHEDULES

CONTENTS

T2.1: LIST OF RETURNABLE DOCUMENTS AND SCHEDULES T2.2 RETURNABLE DOCUMENTS AND SCHEDULES

PART T2: RETURNABLE DOCUMENTS AND SCHEDULES

T2.1 LIST OF RETURNABLE DOCUMENTS

The following documents must be returned by the Bidder for evaluation purposes in addition to the Schedule listed in previous paragraphs.

| THE FO | DLLOWING DOCUMENTS MUST BE FURNISHED | YES | NO |
|------------|------------------------------------------------------------------------------------------------------------------------------------------------|-------|------|
| SBD 1 | SBD 1: Invitation to Bid | Yes 🗌 | No 🗌 |
| SBD 3.2 | SBD 3.2: Bill of Quantities – Non - Firm Price (Priced and extended Provisional Bill of Quantities - Part C2.2) | Yes 🗌 | No 🗌 |
| SBD 4 | SBD 4: Declaration of Interest | Yes 🗌 | No 🗌 |
| SBD 6.1 | SBD 6.1: Preference Points Claim Form: General Conditions and Definitions | Yes 🗌 | No 🗌 |
| FORM A | Certificate of attendance at a compulsory Briefing Session | Yes 🗌 | No 🗌 |
| FORM B | Record of Addendum to Tender Documents | Yes 🗌 | No 🗌 |
| FORM C | Compulsory Declaration | Yes 🗌 | No 🗌 |
| FORM D | Certificate Authority of Signatory | Yes 🗌 | No 🗌 |
| FORM E | OHS Act Declaration and Submission | Yes 🗌 | No 🗌 |
| FORM F | Pro Forma Form of Offer and Acceptance (Part C1.1) | Yes 🗌 | No 🗌 |
| FORM G | Contract Data (Part C1.2) | Yes 🗌 | No 🗌 |
| ANNEXURE A | Preferencing Schedule for Broad Based Black Economic Empowerment Status (together with original or certified copy of B-BBEE certificate) | Yes 🗌 | No 🗌 |
| ANNEXURE B | Tax Clearance Certificate or SARS Pin issued by the South African Revenue Services. | Yes 🗌 | No 🗌 |
| ANNEXURE C | Central Supplier Database (CSD) proof of registration containing MAAA number | Yes 🗌 | No 🗌 |
| ANNEXURE D | A certified copy of Certificate of Contractor Registration issued by the Construction Industry Development Board (CIDB) | Yes 🗌 | No 🗌 |
| ANNEXURE E | Letter of good standing from COIDA | Yes 🗌 | No 🗌 |
| ANNEXURE F | Schedule of Bidder's Experience | Yes 🗌 | No 🗌 |
| ANNEXURE G | Completed Projects | | |
| ANNEXURE H | Experience of Nominated Personnel | Yes 🗌 | No 🗌 |



SBD1

PART A INVITATION TO BID

| YOU ARE HEREBY INVIT | ED TO I | BID FOR REQUIR | EMENTS OF THE (| DEPARTME | ENT OF WATER A | ND SANI | ITION) | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|----------------------------------|-----------------|----------|----------------------------------------|---------|---------------|------------|
| BID NUMBER: | W114 | 50 | CLOSING DATE: | | 14 DECEMBER 2023 | CLOS | ING TIME: | 11:00 |
| DID NOMBER. | | | | render (| | | | |
| Appointment of a contractor to render electrical services to the Department of DESCRIPTION Water and Sanitation Head Office Buildings for a period of 36 moths | | | | | | | | |
| BID RESPONSE DOCUM | | | | | | | | |
| BID BOX AT THE ENTRAI | NCE | | | | · | | | |
| 157 ZWAMADAKA BUILD | NG; | | | | | | | |
| FRANCIS BAARD STREE | т | | | | | | | |
| PRETORIA; 0001 | | | | | | | | |
| BIDDING PROCEDURE E | NQUIRI | ES MAY BE DIRE | CTED TO | TECHNIC | AL ENQUIRIES M | AY BE D | IRECTED TO: | |
| CONTACT PERSON | | SUPPLY CHAIN | I MANAGEMENT | CONTACT | PERSON | | Ms Kgomotso F | Ramalepe |
| TELEPHONE NUMBER | | 012 336 7954 | | TELEPHO | NE NUMBER | | 012 336-7330 | |
| FACSIMILE NUMBER | | | | FACSIMIL | E NUMBER | | | |
| E-MAIL ADDRESS | | PhiriZ@dws.go | v.za | E-MAIL A | DDRESS | | Ramalepek@c | lwa.gov.za |
| SUPPLIER INFORMATIO | N | 1 | | | | | | |
| NAME OF BIDDER | | | | | | | | |
| POSTAL ADDRESS | | | | | | | | |
| STREET ADDRESS | | | | | | | | |
| TELEPHONE NUMBER | | CODE | | | NUMBER | | | |
| CELLPHONE NUMBER | | | | | | | | |
| FACSIMILE NUMBER | | CODE | | | NUMBER | | | |
| E-MAIL ADDRESS | | | | | | | | |
| VAT REGISTRATION NUM | /IBER | | | | | | | |
| SUPPLIER COMPLIANCE STATUS | | TAX COMPLIANCE SYSTEM PIN: | | OR | CENTRAL SUPPLIER DATABASE No: | MAAA | | |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFIC | ATE | TICK APPLI | ICABLE BOX] | | TATUS LEVEL AFFIDAVIT | | TICK APPLIC | ABLE BOX] |
| IA B-BBEE STATUS | EVEL V | | | VORN AFF | IDAVIT (FOR F | _ | | |
| [A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE1 | | | | | | | | |

| 1.10.1.1 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 [IF YES, ANSWER PART B:3] | ⊡No |
|-----------------------------------------------------------------------------------------------------------------------------|-----------------------------------|--------------------------------------------------------------------------------------------|------------------------------------|-----|
| QUESTIONNAIRE TO BIDDING F | OREIGN SUPPLIERS | | | |

PART B TERMS AND CONDITIONS FOR BIDDING

| 1. | BID SUBMISSION: |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.1. | BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. |
| 1.2. | ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT. |
| 1.3. | THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. |
| 1.4. | THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7). |
| | |
| | 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 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. |
| SIC | GNATURE OF BIDDER: |

| CAPACITY UNDER WHICH THIS BID IS SIGNED: (Proof of authority must be submitted e.g. company resolution) | |
|------------------------------------------------------------------------------------------------------------|--|
| (| |

DATE:

.....

SBD 3.2 PRICING SCHEDULE

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

SBD 3.2 is in section – Contract C2, under C2.2

Complete this document and place back into bid at C2.2

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of his 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.

| Identity Number | Name of State institution |
|-----------------|---------------------------|
| | |
| | |
| | |
| | |
| | |
| | |

- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**
- 2.2.1 If so, furnish particulars:

.....

.....

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

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.

| Name of company related to | CSD Registration number of the company related to |
|----------------------------|---------------------------------------------------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

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 | |

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
 - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
 - (a) Price; and
 - (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

| | POINTS |
|-------------------------------------------|--------|
| PRICE | 80 |
| SPECIFIC GOALS | 20 |
| Total points for Price and Specific Goals | 100 |

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

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

2. DEFINITIONS

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

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

vvnere

Ps = Points scored for price of tender under consideration

Pt Price of tender under consideration =

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or 90/10

 $Ps = 80\left(1 + \frac{Pt - Pmax}{Pmax}\right)$ or $Ps = 90\left(1 + \frac{Pt - Pmax}{Pmax}\right)$

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 preference point system.)

| The specific goals allocated points in terms of this tender | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| Women | 5 | |
| People with disability | 5 | |
| Youth (35 and below) | 5 | |
| Location of enterprise (Gauteng) | 2 | |
| B-BBEE status level contributors from level 1 to 2 which are QSE or EME | 3 | |
| | | |
| Total points for SPECIFIC GOALS | 20 | |

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:
- 4.5. TYPE OF COMPANY/ FIRM
 - Dertnership/Joint Venture / Consortium
 - □ One-person business/sole propriety
 - Close corporation
 - Public Company
 - Personal Liability Company
 - □ (Pty) Limited
 - □ Non-Profit Company
 - □ State Owned Company

[TICK APPLICABLE BOX]

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

| | SIGNATURE(S) OF TENDERER(S) |
|----------------------------|-----------------------------|
| SURNAME AND NAME: DATE: | |
| ADDRESS: | |
| | |
| | |
| | |
| | |
| | |
| | |

FORM A CERTIFICATE OF ATTENDANCE AT COMPULSORY BRIEFING SESSION

| his is to certify that (Company Name), |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| uly authorised the undersigned, to represented on behalf of respondent, , confirms that the following full-time employee who is engaged In the preparation of tender submission attended the compulsory clarification meeting and signed the attendance register: |
| f (Duly authorize person name and surname) |
| uly authorized persons ID number: |
| ob Description: |
| elephone number: |
| mail Address |
| Company Address: |
| acknowledge that the purpose of the meeting was to acquaint myself with the site of the works and / or matters incidental to doing the vork specified in the tender documents in order for me to take account of everything necessary when compiling our rates and prices included in the tender. |
| laving previously studied the documents, I carefully examined the site. I have made myself familiar with all the requirements likely to fluence the work and the cost thereof. |
| further certify that I am satisfied with the description of the work and the explanations given by the Department of Water and Sanitation Representative, and I understand perfectly the work to be done, as specified and implied, in the execution of this Contract. |
| Signed Date & Time |
| Name Position |
| ATTENDANCE OF THE ABOVE PERSON AT THE MEETING IS CONFIRMED BY THE EMPLOYER'S REPRESENTATIVE, IAMELY: |
| lame: Signature: |
| Capacity: Date and Time: |

FORM B RECORD OF ADDENDUM TO TENDER DOCUMENTS

| tender offer, amending the tender documents, have been taken into account in this tender offer: | | | | | | | | | | |
|-------------------------------------------------------------------------------------------------|------|------------------|--|--|--|--|--|--|--|--|
| | Date | Title or Details | | | | | | | | |
| 1. | | | | | | | | | | |
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| 7. | | | | | | | | | | |
| 8. | | | | | | | | | | |
| 9. | | | | | | | | | | |
| 10. | | | | | | | | | | |

Attach additional pages if more space is required.

| Signed | Date | |
|----------|----------|--|
| Name | Position | |
| Tenderer | | |

We confirm that the following communications received from the Employer before the submission of this

FORM C COMPULSORY DECLARATION

| The following particulars must be furnished. In the case of a joint venture, separate declaration in respect of each partner must be completed and submitted. | | | | | | | | | | | | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|--|--|--|--|--|--|--|--|--|--|--|
| Section 1: Enterprise Details | | | | | | | | | | | | | |
| Name of enterprise: | | | | | | | | | | | | | |
| Contact person: | | | | | | | | | | | | | |
| Email: | | | | | | | | | | | | | |
| Telephone: | | | | | | | | | | | | | |
| Cell no | | | | | | | | | | | | | |
| Fax: | | | | | | | | | | | | | |
| Physical address | | | | | | | | | | | | | |
| Postal address | | | | | | | | | | | | | |
| Section 2: Particulars of compar | ies and close corporations | | | | | | | | | | | | |
| Company / Close Corporation reg | gistration number | | | | | | | | | | | | |
| Section 3: SARS Information | | | | | | | | | | | | | |
| Tax reference number | | | | | | | | | | | | | |
| VAT registration number: | | State Not Registered if not registered for VAT | | | | | | | | | | | |
| Section 4: CIDB registration num | nber | | | | | | | | | | | | |
| CIDB Registration number (if appl | icable) | | | | | | | | | | | | |
| Section 5: National Treasury Cent | ral Supplier Database | | | | | | | | | | | | |
| Supplier number | | | | | | | | | | | | | |
| Unique registration reference nu | mber | | | | | | | | | | | | |
| Section 6: Particulars of principals | 5 5 | | | | | | | | | | | | |
| principal: means a natural person who is the Companies Act of 2008 (Act No. 71 o 1984, (Act No. 69 of 1984). | a partner in a partnership, a sole proprie f 2008) or a member of a close corporatio | tor, a director of a company established in terms of n registered in terms of the Close Corporation Act, | | | | | | | | | | | |
| Full name of principal | Identity number | Personal tax reference number | | | | | | | | | | | |
| | | | | | | | | | | | | | |
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Attach separate page if necessary

Section 7: Record in the service of the state

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

or provincial public entity

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999)
 a member of an accounting authority of any national

an employee of any department, national or provincial public entity or constitutional institution within the

an employee of Parliament or a provincial legislature

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

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

Section 8: Record of family member in the service of the state

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

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

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- 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 an accounting authority of any national
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature
- an official of any municipality or municipal entity

| Name of family member | Name of institution, public office, board or or or or or state and position held | Status of service (tick appropriate column) | | | | | |
|------------------------------------|----------------------------------------------------------------------------------|------------------------------------------------|--------------------------|--|--|--|--|
| | | Current | Within last 12 months | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| *insert separate page if necessary | | | | | | | |

Section 9: Record of termination of previous contracts with an organ of state

Was any contract between the tendering entity including any of its joint venture partners terminated during the past 5 years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract.

□ Yes □ No (Tick appropriate box)

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

Section 10: Declaration

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

- i) neither the name of the tendering entity or any of its principals appears on:
 - a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)
 - b) National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za)
- ii) neither the tendering entity of any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);
- iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);
- iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers
- v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc) or intention to not win a tender;
- vi) has no other relationship with any of the Tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- vii) neither the Tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;
- viii) SARS may, on an on-going basis during the term of the contract, disclose the Tenderer's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

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

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct which may result in the termination of employment by the employer.

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

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

NOTE: 5 Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004) include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract and the manipulating by any means of the award of a tender.

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

| Signed | Date | |
|----------|----------|--|
| Name | Position | |
| Tenderer | | |

FORM D CERTIFICATE AUTHORITY OF SIGNATORY

Indicate the status of the Tenderer by ticking the appropriate box hereunder. The Tenderer must complete the certificate set out below for the relevant category. Delete whichever is inapplicable.

| | Α | В | С | D | E | E | | | | | | | |
|-----------------------------------|----------------------|-------------|---------------|--------------------|---------------------------|------------|--|--|--|--|--|--|--|
| | Company | Partnership | Joint Venture | Sole Proprietor | Close Corporation | | | | | | | | |
| A. <u>CERTIFICATE FOR COMPANY</u> | | | | | | | | | | | | | |
| | | | | | of the board of dir | | | | | | | | |
| that by res | solution of the boar | d taken on | | 20 | | | | | | | | | |
| Mr/Ms | | | | , | acting in the cap | pacity of | | | | | | | |
| | | | | | ction with this tender fo | | | | | | | | |
| company. | number | | | and any contract r | esulting from it on beh | ian of the | | | | | | | |
| | | | | | | | | | | | | | |
| As witness | Ses:- | | | | | | | | | | | | |
| | Witness | | | Chairman | | | | | | | | | |
| 2 | Witness | | | Date | | | | | | | | | |

B. <u>CERTIFICATE FOR PARTNERSHIP</u>

We, the undersigned, being the key partners in the business trading as

.....

| hereby | aut | horis | e N | lr/Ms | | | | | | | | | | | | ., acting in | the |
|----------|------|-------|-----|-------|--------|---------|---------|------|-------|----|------|------|--------|--------|-------|---------------|------|
| capacity | ус | of | | | | | | | | | | | to | sign | all | documents | in |
| connec | tion | with | the | tende | er for | Contrac | t refer | ence | numbe | er | | | i | and ar | ny co | ontract resul | ting |

from it on our behalf.

| NAME | ADDRESS | SIGNATURE | DATE |
|------|---------|-----------|------|
| | | | |
| | | | |
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NOTE: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

C. <u>CERTIFICATE FOR JOINT VENTURE</u>

| We, | the | und | ersigne | ed, | are | submitti | ing | this te | ender | offer | in | Joint | Ventur | e a | and | hereby | authorise |
|--------|-------|-----|---------|-----|-------|----------|-----|---------|--------|--------|-------|----------|-----------|-------|--------|------------|------------|
| Mr/Ms | | | | | | | | | | | | , i | authoris | sed s | signat | ory of the | e company |
| | | | | | | | | | | | | | , | acti | ng in | the capac | ty of lead |
| partne | r, to | 0 5 | sign | all | docun | nents | in | connect | tion w | /ith | the | tender | offer | fo | or C | Contract | reference |
| numbe | er | | | | | | | | aı | nd any | contr | act resu | lting fro | om it | on ou | r behalf. | |

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

| NAME OF FIRM | ADDRESS | AUTHORIZING SIGNATURE, NAME & CAPACITY |
|--------------|---------|----------------------------------------------|
| Lead Partner | | |
| Partner 1 | | |
| Partner 2 | | |
| Partner 3 | | |
| Partner 4 | | |

D. <u>CERTIFICATE FOR SOLE PROPRIETOR</u>.

| l, | | hereby confirm that I am the sole owner of the business |
|----------------|---------|---------------------------------------------------------|
| trading as | | |
| As witnesses:- | | |
| 1 | Witness | Signature: Sole owner |
| 2 | Witness | Date |

E. <u>CERTIFICATE FOR CLOSE CORPORATION</u>

We, the undersigned, being the key partners in the business trading as

| hereby authorise Mr/Ms, | acting in the |
|---------------------------------------------------------------------------|---------------|
| capacity of to sign all do | ocuments in |
| connection with the tender for Contract reference number and any contract | act resulting |

from it on our behalf.

| NAME | ADDRESS | SIGNATURE | DATE |
|------|---------|-----------|------|
| | | | |
| | | | |
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NOTE: This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.

FORM E OHS ACT DECLARATION AND SUBMISSION

The Bidder declares him/herself/herself to be conversant with the following:

- 1. All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of the Act:
 - i) Section 8: General duties of Employers to their employees
 - ii) Section 9: General duties of Employers and self-employed persons to persons other than employees.
 - iii) Section 13: Duty to Inform
 - iv) Section 37: Acts or omissions by employees or mandatories
 - v) Sub-section 37(2) relating to the purpose and meaning of this Agreement
- 2. Construction Regulations, 2014 (Government Notice R.84) pertaining to the Contractor and to all his Subcontractors, or any amendments thereto.
- 3. The Bidder declares that he has or will obtain the necessary knowledge, competence and resources to comply fully with all OHS requirements should he be awarded the contract.
- 4. The Bidder confirms that he has included with his bid a written proposal describing how he will comply with OHS requirements

| Signature | Date |
|-----------|----------|
| Name | Capacity |
| Bidder | |

ANNEXURE A B – BBEE STATUS VERIFICATION CERTIFICATE

Preferencing schedule: Broad Based Black Economic Empowerment Status

Preamble

Section 10(b) of the Broad-Based Black Economic Empowerment Act of 2003 (Act No. 53 of 2003) states that "Every organ of state and public entity must take into account and. as far as is reasonably possible. apply any **relevant code of good practice** issued in terms of this Act in developing and implementing a preferential procurement policy:"

A number of codes of good practice have been issued in terms of Section 9(1) of the B-BBEE Act of 2003 including a generic code of good practice and various sector codes. The sector codes vary the metrics, weightings and targets used in the generic code of good practice to establish the overall performance of an entity and its B-BBBEE status. The B-BBEE status needs to be assessed in accordance with the applicable code.

1 Conditions associated with the granting of preferences

Tenderers who claim a preference shall provide sufficient evidence of their B-BBEE Status in accordance with the requirements of section 2 in respect of the applicable code as at the closing time for submissions, failing which their claims for preferences will be rejected.

2 Sufficient evidence of qualification

2.1 Exempted micro enterprises

Sufficient evidence of qualification as an Exempted Micro-Enterprise is a :

a) a sworn affidavit - B-BBEE Exempted Micro Enterprise (see <u>www.thedti.gov.za/gazzettes/Affidavit_EME.pdf</u>

2.2 Enterprises other than micro exempted enterprises

Sufficient evidence of B-BBEE Status is:

- a) A valid copy of the certificate issued by a verification agency accredited by the South African National Accreditation System (SANAS), **or**.
- b) a sworn affidavit B-BBEE Qualifying Small Enterprise (see <u>www.thedti.gov.za/gazzettes/BBEE_QUALIFYING_SMALL_ENTERPRISE.pdf</u>)

3 Declaration

The Tenderer declares that

- a) the tendering entity is a level contributor as stated in the submitted evidence of qualification as at the closing date for submissions
- b) the tendering entity has been measured in terms of the following code (*tick applicable box*)
 - □ Generic code of good practice
- \Box Other specify . .
- c) the contents of the declarations made in terms of a) and b) above are within my personal knowledge and are to the best of my belief both true and correct

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the Tenderer confirms that he / she understands the conditions under which such preferences are granted and confirms that the Tenderer satisfies the conditions pertaining to the granting of tender preferences.

.

| Signature : |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Name : |
| Duly authorised to sign on behalf of : |
| Telephone : |
| Fax: Date : |
| Name of witness |
| Note: 1) Failure to complete the declaration will lead to the rejection of a claim for a preference |
| Supporting documentation of the abovementioned claim for a preference must be submitted with the tender submission to be eligible for a preference |

NOTE: ATTACHED TOGETHER WITH PREFERENCING SCHEDULE THE FOLLOWING:

Attached B-BBEE Status level in original or certified copy of B-BBEE certificate issued in accordance with the revised Notice of Clarification published in the Notice 44 of 2015 published in Government Gazette 38799 on 15 May 2015 by the Department of Trade and Industry.

Attached hereto this page is my / our B-BBEE Status Level verification Certificate/s. My failure to submit the certificate/s with my / our tender document may result in the award of 0 (zero) points for specific goals.

ANNEXURE B TAX COMPLIACE STATUS PIN PAGE

CONTRACTOR'S TAX COMPLIANCE STATUS PIN PAGE

Attached to this page: A valid copy of valid Tax Compliance Status pin page (to be confirmed/verified through SARS

Attached hereto this page is my / our copy of valid tax compliance status pin page. My / our failure to submit the status pin page with my / our tender document and also to maintain a Tax compliance status on CSD during the tendering period may lead to the conclusion that I am / we are not eligible to be awarded this tender.

ANNEXURE C CENTRAL SUPPLIER DATABASE REPORT

CONTRACTOR'S CENTRAL SUPPLIER DATABASE (CSD) PROOF OF REGISTRATION

Attached to this page: Central Supplier Database (CSD) proof of registration containing MAAA number (Report).

Attached hereto this page is my / our Proof of Registration with National Treasury's Central Supplier Database (CSD).

ANNEXURE D CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB)

CONTRACTOR'S CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB) PROOF OF REGISTRATION

- 1. Attach original or certified copy of CIDB registration certificate to this page.
- 2. In the case of a joint venture / consortium (excluding consulting engineering partners) parties must each attach original or certified copy of their CIDB registration certificate.

| Firm | CRS Number | CIDB Grading | Lead Partner (Indicate with X) |
|----------------------------------------------------------|------------|--------------|--------------------------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Combined CIDB Grading for Joint Venture / Consortium: | | | |

(Calculator is available at https://registers.cidb.org.za/common/jvcalc.asp)

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.

Person authorized to sign the

bid:

Full name (in BLOCK letters):

Signature:

Date:

Attached hereto this page is my / our Proof of CIDB active registration certificate.

ANNEXURE E LETTER OF GOOD STANDING FROM COIDA

CONTRACTOR'S LETTER OF GOOD STANDING FROM COIDA

Attached to this page: A valid letter of Good Standing with the Compensation Commissioner in terms of the Compensation for Occupational Injuries and Diseases Act No 130 of 1993 and or third parties' insurance registered with Financial Service Board

Attached hereto this page is my / our Letter of Good Standing from COIDA.

| SIGNATURE: |
|----------------------------------------------------------|
| (of person authorised to sign on behalf of the Tenderer) |

ANNEXURE F SCHEDULE OF BIDDER'S EXPERIENCE IN ELECTRICAL SERVICES PROJECTS

DWS shall not be held responsible for incorrect judgement misled by unclear written letters/words on the forms below, to be completed by the Bidder(s). **DO NOT COMPLETE THE FORMS BY WRITING "SEE ATTACHED"**, Bidder(s) who refer to attachment will be scored zero. Attachment shall strictly be made where specified and at the correct location, any attachment other than what has been requested by DWS, shall be completely ignored, and scored zero, where points allocation is required.

When completing Forms/Annexures, Bidder(s) may make copies of the original Forms/ Annexures, should the provided forms/ Annexures be inadequate for their completion of the information required. Forms/ Annexures must be hand completed in black ink, no computer regenerated forms will be accepted. Forms/ Annexures must be completed in full, forms not completed in full shall be rejected by scoring zero.

i) In order to qualify for maximum points, the bidder's Contractor must have completed construction of *more than one (5) electrical related project*

| No | Company name | Reference Person Name, Tel and/or email | Project Scope of work | Value of the project/contract | Start and end- date of project/contract |
|----|--------------|-----------------------------------------------|-----------------------|-------------------------------|-----------------------------------------------|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |

ii) Main contractor must have a CIDB contractor grading designation of 3 EB or higher.

NAME OF BIDDER: _____

COMPANY NAME: _____

SIGNATURE OF BIDDER: _____

DATE: _____

ANNEXURE G: COMPLETED PROJECTS (to be completed for each individual project)

| Name of Bidder | |
|-------------------------------------------------------------|--|
| PROJECT No. 1 | |
| Project Name | |
| Nature of Project | |
| Client (Responsible for supervision) | |
| Client Contact person | |
| Clients Contact Person (name, tel/Cell no and fax no) | |
| Clients Contact Person (email address) | |
| Consulting Engineer (name, tel no and fax no) | |
| Appointment Value | |
| Project Location (Province) | |
| Project Duration(months) | |
| Project Commencement Date (months/year) | |
| Is the Project Completed (Yes/No) | |
| Completion certificate attached (Yes or No) | |
| Estimated Completion Date (If not yet Completed) | |
| Completion Date (If Completed) (months/year) | |
| Main Contractor (Yes/No) | |

| Name of Bidder | |
|-------------------------------------------------------------|--|
| PROJECT No. 2 | |
| Project Name | |
| Nature of Project | |
| Client (Responsible for supervision) | |
| Client Contact person | |
| Clients Contact Person (name, tel/Cell no and fax no) | |
| Clients Contact Person (email address) | |
| Consulting Engineer (name, tel no and fax no) | |
| Appointment Value | |
| Project Location (Province) | |
| Project Duration(months) | |
| Project Commencement Date (months/year) | |
| Is the Project Completed (Yes/No) | |
| Completion certificate attached (Yes or No) | |
| Estimated Completion Date (If not yet Completed) | |
| Completion Date (If Completed) (months/year) | |
| Main Contractor (Yes/No) | |

| Name of Bidder | |
|-------------------------------------------------------------|--|
| PROJECT No. 3 | |
| Project Name | |
| Nature of Project | |
| Client (Responsible for supervision) | |
| Client Contact person | |
| Clients Contact Person (name, tel/Cell no and fax no) | |
| Clients Contact Person (email address) | |
| Consulting Engineer (name, tel no and fax no) | |
| Appointment Value | |
| Project Location (Province) | |
| Project Duration(months) | |
| Project Commencement Date (months/year) | |
| Is the Project Completed (Yes/No) | |
| Completion certificate attached (Yes or No) | |
| Estimated Completion Date (If not yet Completed) | |
| Completion Date (If Completed) (months/year) | |
| Main Contractor (Yes/No) | |

| Name of Bidder | |
|-------------------------------------------------------------|--|
| PROJECT No. 4 | |
| Project Name | |
| Nature of Project | |
| Client (Responsible for supervision) | |
| Client Contact person | |
| Clients Contact Person (name, tel/Cell no and fax no) | |
| Clients Contact Person (email address) | |
| Consulting Engineer (name, tel no and fax no) | |
| Appointment Value | |
| Project Location (Province) | |
| Project Duration(months) | |
| Project Commencement Date (months/year) | |
| Is the Project Completed (Yes/No) | |
| Completion certificate attached (Yes or No) | |
| Estimated Completion Date (If not yet Completed) | |
| Completion Date (If Completed) (months/year) | |
| Main Contractor (Yes/No) | |

| Name of Bidder | |
|-------------------------------------------------------------|--|
| PROJECT No. 5 | |
| Project Name | |
| Nature of Project | |
| Client (Responsible for supervision) | |
| Client Contact person | |
| Clients Contact Person (name, tel/Cell no and fax no) | |
| Clients Contact Person (email address) | |
| Consulting Engineer (name, tel no and fax no) | |
| Appointment Value | |
| Project Location (Province) | |
| Project Duration(months) | |
| Project Commencement Date (months/year) | |
| Is the Project Completed (Yes/No) | |
| Completion certificate attached (Yes or No) | |
| Estimated Completion Date (If not yet Completed) | |
| Completion Date (If Completed) (months/year) | |
| Main Contractor (Yes/No) | |

ANNEXURE H: EXPERIENCE OF NOMINATED PERSONNEL

Bidders must have in their full-time employment an experienced Project leader who has previously worked on Plumbing projects The information will be verified with the references provided. The bidder must have in its employment a:-

i) Project Leader with 3 years' experience in site management of electrical services projects, in order to score minimum points.

NB:

One individual may not be nominated for more than one role or position for this bid. If an individual is nominated for more than one role, then the points will only be allocated for one of the roles and the bidder will score zero on any other role.

It is **mandatory** to complete all fields in Annexure H for each project listed as this information will be deemed to be material to the award of the Contract. Failure to complete all fields for the project listed may lead to the bidder losing points during functional evaluation under the categories "Project Leader or OHS Officer or Agent". Should the bidder choose to present the required information in the attachments, then the bidder must **COMPLETE** Annexure (H) **FIRST and then** make a clear reference to such attachments so that they may be considered; and such attachments must provide the same information requested for in Annexure H.

TYPICAL ANNEXURES TO BE COMPLETED BY THE BIDDERS

- Annexure H (i) Artisan
- Annexure H (ii) Project Leader
- Annexure H (iii) Health and Safety Officer

Annexure H (i) Artisan

| Post | Name | Qualifications (Trade test certificate) | Experience in years |
|---------|------|-----------------------------------------|------------------------|
| Artisan | | | |

Bidders are required to submit as attachments after this page, the certified copies of qualifications of the Project Leader.

| Signature | Date |
|-----------|--------------|
| Name | Capacity |
| Bidder | |

The Bidder must note that repeating the same year under different project will still be considered as one year's experience.

• Annexure H (ii) Project Leader

| PROJECT LEADER | | | | |
|------------------------------------------------------------------|----------------------------|-----------|--------------------------|--|
| Name and Surname | | | | |
| Experience in years' experience as | Project Leader | | | |
| Qualification/s | | | | |
| EXPERIENCE AS PROJECT LEA PROJECTS. | ADER IN MANAG | GEMENT OF | ELECTRICAL SERVICES | |
| YEAR of Experience as Project Leader | Year 1 ((e.g.2019 etc) |) | Year 2 () (e.g.2018). | |
| Project Name | | | | |
| Nature of Project | | | | |
| Client (Responsible for supervision) | | | | |
| Client Contact person | | | | |
| Clients Contact Person (name, tel/Cell no and fax no) | | | | |
| Clients Contact Person (email address) | | | | |
| Consulting Engineer (name, tel no and fax no) | | | | |
| Appointment Value | | | | |
| Project Location (Province) | | | | |
| Project Duration(months) | | | | |
| Project Commencement Date (months/year) | | | | |
| Is the Project Completed (Yes/No) | | | | |
| Estimated Completion Date (If not yet Completed) | | | | |
| Completion Date (If Completed) (months/year) | | | | |

| PROJECT LEADER | |
|----------------------------------------------------------------------|--|
| Roles/Responsibilities performed by the Bidder on the project: | |

| (a) PROJECT LEADER | | | | |
|-----------------------------------------------------------------------------|----------------------------|----------------------------|--|--|
| Name and Surname | | | | |
| Experience in years' experience as Project Leader | | | | |
| Qualification/s | | | | |
| EXPERIENCE AS PROJECT LEA PROJECTS. | DER IN MANAGEME | ENT OF ELECTRICAL SERVICES | | |
| YEAR of Experience as Project Leader | Year 3 ((e.g.2017 etc) |) Year 4 () (e.g.2016). | | |
| Project Name | | | | |
| Nature of Project | | | | |
| Client (Responsible for supervision) | | | | |
| Client Contact person | | | | |
| Clients Contact Person (name, tel/Cell no and fax no) | | | | |
| Clients Contact Person (email address) | | | | |
| Consulting Engineer (name, tel no and fax no) | | | | |
| Appointment Value | | | | |
| Project Location (Province) | | | | |
| Project Duration(months) | | | | |
| Project Commencement Date (months/year) | | | | |
| Is the Project Completed (Yes/No) | | | | |
| Estimated Completion Date (If not yet Completed) | | | | |
| Completion Date (If Completed) (months/year) | | | | |
| Roles/Responsibilities performed by the Bidder on the project: | | | | |

| (b) PROJECT LEADER | | | | |
|-----------------------------------------------------------------------------|----------------------------|----------------------------|--|--|
| Name and Surname | | | | |
| Experience in years' experience as Project Leader | | | | |
| Qualification/s | | | | |
| EXPERIENCE AS PROJECT LEA PROJECTS. | DER IN MANAGEME | NT OF ELECTRICAL SERVICES | | |
| YEAR of Experience as Project Leader | Year 5 ((e.g.2015 etc) |) Year 6 () (e.g.2014). | | |
| Project Name | | | | |
| Nature of Project | | | | |
| Client (Responsible for supervision) | | | | |
| Client Contact person | | | | |
| Clients Contact Person (name, tel/Cell no and fax no) | | | | |
| Clients Contact Person (email address) | | | | |
| Consulting Engineer (name, tel no and fax no) | | | | |
| Appointment Value | | | | |
| Project Location (Province) | | | | |
| Project Duration(months) | | | | |
| Project Commencement Date (months/year) | | | | |
| Is the Project Completed (Yes/No) | | | | |
| Estimated Completion Date (If not yet Completed) | | | | |
| Completion Date (If Completed) (months/year) | | | | |
| Roles/Responsibilities performed by the Bidder on the project: | | | | |

| Signature | | Date |
|-----------|--|----------|
| Name | | Capacity |
| Bidder | | |

Annexure H (iii) Health and Safety Officer

| Post | Name | Qualifications (Copies of relevant certificates of qualified Health and Safety officer to be submitted) | Experience in years |
|------------------------------|------|------------------------------------------------------------------------------------------------------------------|------------------------|
| Health and Safety Officer | | | |

Bidders are required to submit as attachments after this page, the certified copies of qualifications of the Project Leader.

| Signature | Date | |
|-----------|--------------|--|
| Name | Capacity | |
| Bidder | | |



DEPARTMENT OF WATER AND SANITATION

W11450

APPOINTMENT OF A CONTRACTOR TO RENDER ELECTRICAL SERVICES TO THE DEPARTMENT OF WATER AND SANITATION HEAD OFFICE BUILDINGS FOR A PERIOD OF THIRTY-SIX MONTHS (36 MONTHS) CIDB CONTRACTOR GRADING DESIGNATION 3 EB CERTIFICATION

C1: CONTRACT DATA

CONTENTS

C1.1 FORM OF OFFER AND ACCEPTANCE

C.1.2 CONTRACT DATA

C 1.2.1 GENERAL CONDITIONS OF CONTRACT

FORM F PRO FORMA FORM OF OFFER AND ACCEPTANCE

Pro Forma Form of Offer and Acceptance is in section – Contract C1, under C1.1

Complete this document and place back into bid at C1.1

PART C1: AGREEMENT AND CONTRACT DATA

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:

TENDER TO RENDER ELECTRICAL SERVICES – HEAD OFFICE BUILDINGS

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

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

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

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

| Signature(s) | | |
|--------------|------|--|
| Name(s) | | |
| Capacity | | |

for the tenderer

| lame and | |
|--------------------------|--|
| ddress of organization/) | |
| | |

Acceptance

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

The terms of the contract are contained in:

Part C1: Agreements and contract data (which includes this agreement)

Part C2: Pricing data

Part C3: Scope of work

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

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

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

| Signature(s) | |
|--------------|------|
| Name(s) | |
| Capacity | |
| Name and | |
| of witness | Date |

Schedule of Deviations

Notes:

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

| 1 Subject |
|-----------|
| Details |
| |
| |
| |
| 2 Subject |
| Details |
| |
| |
| 2 Cubicat |
| 3 Subject |
| Details |
| |
| |
| 4 Subject |
| Details |
| |
| |
| |

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and Addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

FOR THE TENDERER:

| Signature(s) | | |
|-------------------------------------|------------------------------------|------|
| Name(s) | | |
| Capacity | | |
| | [Name and address of organisation] | |
| Name and signature of witness | | Date |
| FOR THE EMPLOY | ER: | |
| Signature(s) | | |
| Name(s) | | |
| Capacity | | |
| | [Name and address of organisation] | |
| Name and signature of witness | | Date |

CONFIRMATION OF RECEIPT

The Tenderer (now Contractor), identified in the Offer part of this Agreement, hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

| The [day] | |
|--------------------------------|-----------|
| of | [month] |
| 20[year] | |
| at | [place] |
| For the Contractor: | Signature |
| | Name |
| | Capacity |
| Signature and name of witness: | |
| | Signature |
| | Name |

FORM G CONTRACT DATA

Contract data is in section – Contract C1, under C1.2

Complete this document and place back into bid at C1.2

C1.2 CONTRACT DATA

| PROJECT TITLE: | APPOINTMENT OF A CONTRACTOR TO RENDER ELECTRICAL SERVICES TO THE DEPARTMENT OF WATER AND SANITATION HEAD OFFICE BUILDINGS FOR A PERIOD OF 36 MOTHS |
|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| CONTRACT NO: | |

C.1.2 Contract Data

The General Conditions of Contract for Construction Works, Third Edition (2015) published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, is applicable to this Contract and is obtainable from www.saice.org.za.

The General Conditions of Contract for Construction Works make 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.

Part 1: Data provided by the Employer

| Clause Data | | | | |
|-------------------------------------------------------|----------------------------------------------------------------------------------------|--|--|--|
| 1.1.1.14 | Clause 1.1.1.14: Due Completion Date | | | |
| | The time for the contract is 36 months from the Commencement Date | | | |
| 1.1.1.15 | The name of the Employer is Department of Water and Sanitation , represented by | | | |
| | Ms Kgomotso Ramalepe and/or such persons or person duly authorised to be the | | | |
| | Employer in writing. | | | |
| 1.1.1.26 The Pricing Strategy is a bill of quantities | | | | |
| 1.2.1.2 | The Employer's address for receipt of communications is: | | | |
| | Delivery Address: Attention: Supply Chain Manager: Supply Chain Management | | | |
| | Department of Water and Sanitation | | | |
| | | | | |
| | 157 Francis Baard Street | | | |
| | Pretoria | | | |
| | 0001 | | | |

| 2.4.1 | "in the event of any ambiguity, conflict or discrepancy between the various contract | | | |
|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|
| | documents, lists and schedules, the order of precedence (from highest to lowest) sha | | | |
| | be as follows: | | | |
| | The form of offer and acceptance | | | |
| | Contract forms | | | |
| | The contract data | | | |
| | General conditions of contract (GCC 2015) | | | |
| | Scope of Work SANS 1200 Standardised Specifications | | | |
| | Bill of quantities | | | |
| | The returnable schedules | | | |
| 3.1.3 | The Contractor shall obtain the specific approval of the Employer before executing any | | | |
| | of his functions or duties according to the following Clauses of the General Conditions | | | |
| | of Contract: GCC 2015 3rd Edition | | | |
| | 1. Clause 5.8.1 Non-working times | | | |
| | 2. Clause 5.11.1 Suspension of the Works | | | |
| | 3. Clause 5.12.1 Approval of any extension of time for completion | | | |
| | 4. Clause 5.12.4 Acceleration of progress instead of extension of time | | | |
| | 5. Clause 5.13.2 Reduction of a penalty for delay | | | |
| | 6. Clause 6.3.2 The issuing of variation orders | | | |
| | 7. Clause 6.8.4 The determination of additional or reduced cost arising from changes | | | |
| | in the legislation | | | |
| | 8. Clause 6.11 The agreeing of the adjustment of the sums for general items | | | |
| | 9. Clause 10.1.5 The giving of a ruling on a Contractor's claim | | | |
| 4.3.3 | "The Employer and the Contractor hereby agree, in terms of the provisions of section 37 (2) of the Occupational Health & Safety Act, 1993 (Act 85 of 1993, hereinafter referred to as 'the Act') that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely: | | | |
| | a) The Contractor undertakes that the appropriate officials and employees of the Contractor will fully acquaint themselves with all relevant provisions of the Act and the Regulations promulgated in terms of the Act; | | | |
| | b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with; | | | |
| | c) The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations, and expressly absolves the Employer from itself being obliged to comply with any of the aforesaid duties, obligations, and prohibitions; with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations; | | | |

| | d) The Contractor agrees that any duly authorised official of the Employer sha entitled to take such steps as may be necessary to ensure that the Contractor complied with his undertakings as set out more fully in paragraphs (a) and above, which steps may include, but will not be limited to, the right to inspect appropriate site or premises occupied by the Contractor, or to inspect | | | | |
|---------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|
| | appropriate records or Safety Plans held by the Contractor; | | | | |
| | e) The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge; | | | | |
| 5.3.1 | Clause 5.3.1: Commencement of the Works | | | | |
| | The documentation required before commencement with Works execution are: | | | | |
| | a) Health and Safety Plan (Refer to Clause 4.3) | | | | |
| | b) Initial programme (Refer to Clause 5.6)c) Security (Refer to Clause 6.2) | | | | |
| | d) Insurance (Refer to Clause 8.6) | | | | |
| 5.3.2 | Clause 5.3.2: Timeframe to deliver documentation | | | | |
| | The time to submit the documentation required before commencement with Works execution is fourteen (14) days. | | | | |
| 5.4.4 | "The Contractor shall bear all costs and charges for special and temporary rights of way required by him/her in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required by him/her for the purposes of the Works." | | | | |
| 5.8.1 | Clause 5.8.1: Non-Working Times | | | | |
| | The non-working days are Saturdays and Sundays. | | | | |
| | The special non-working days are: | | | | |
| | All gazetted public holidays falling outside the year end break. The year-end break commencing on 14 December and ending on 7 January (Provisional). | | | | |
| | | | | | |
| 5.12.2. | Clause 5.12.2.: Some reasons for extension of time | | | | |

Add the following:

Regardless of the cause of any delay an extension of time will only be considered if it can be shown that the activity delayed is on the critical path indicated on the Programme of Works (Clause 5.6.1).

No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time shall be granted in accordance with the provisions of that clause.

The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts work on the critical path.

| January | 4 days | May | 2 days | September | 2 days |
|----------|--------|--------|--------|-----------|--------|
| February | 4 days | June | 2 days | October | 2 days |
| March | 2 days | July | 2 days | November | 4 days |
| April | 2 days | August | 2 days | December | 4 days |

Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced. Should an extension of time be granted by the Engineer such extension of time will be added to the Time for Completion.

It shall be further noted that where the critical path is not affected, no extension of time for <u>abnormal</u> climatic conditions or for any other reason will be entertained. Rainfall of less than 2mm between 7am and 5pm shall not be deemed to be an inclement weather day.

5.13.1 Clause 5.13.1: Penalty for Delay

The penalty for failing to complete the Works will be charges per day based on the loss suffered due to delays up to a limit of 7 normal working day, upon which automatic termination will be effected by the Employer.

6.8.2 Clause 6.8.2: Contract Price Adjustment

The Contract Price Adjustment is not applicable in this contract.

| 6.8.3 | Clause 6.8.3: Variation in Cost of Special Materials | | |
|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| | Price adjustments for variations in the costs of special materials are not allowed | | |
| 6.10.1.5 | Clause 6.10.1.5: Interim Payments - Materials on Site | | |
| | No percentage advance on materials on site but not yet built into the Permanent Works is allowed for or will be paid. | | |
| 6.10.4 | Clause 6.10.4: Delivery, dissatisfaction with and payment of payment certificate | | |
| | Add the following to clause 6.10.4: | | |
| | Notwithstanding the above, the Engineer shall be empowered to withhold the delivery of the payment certificate until the Contractor has complied with his obligations to report in terms of Clause 4.10.2 and as described in the Scope of Work. | | |
| 8.6.1.1.2 | Clause 8.6.1.1.2: Insurance | | |
| | The value of the materials supplied by the Employer to be included in the insurance sum is -Nil. | | |
| 8.6.1.1.3 | Clause 8.6.1.1.3: Insurance | | |
| | The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is Nil. | | |
| 8.6.1.3 | Clause 8.6.1.3: Insurance | | |
| | The limit of indemnity for liability insurance is R 1 000 000 million for any single claim – the number of claims to be unlimited during the construction. | | |
| 8.6.1.5 | Clause 8.6.1.5: Additional Insurance | | |
| | Additional Insurance is required for the following: | | |
| | a) Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance. | | |
| 9.2.1.3.8 | The Contractor has furnished inaccurate information in the returnable documents | | |
| 9.2.1.3.9 | completed at tender stage and forming part of the Contract. | | |
| 9.2.1.3.9 | An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited the Contractor. | | |
| | | | |

| 10 | Clause 10: Dispute Resolution "Dispute resolution shall initially be by means of ad-hoc adjudication as per Clause 10.5.2. Should adjudication not be successful, then the dispute shall be referred to Arbitration under the provisions of Clause 10.7.1." | | | |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|
| 10.4.1 | The parties may at time agree to settle disputes with the help of an impartial third party. | | | |
| 10.5.3 | The number of Adjudication Board Members to be appointed is five (5). | | | |
| 11 | Clause 12: Confidentiality | | | |
| | The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without prior written consent of the Engineer. | | | |
| 12 | Clause 13: Amendments in writing | | | |
| | No amendments of this Contract or of any provisions or terms hereof and no waiver or | | | |
| | relaxation or suspension of any of the provisions or terms of this Contract shall be of | | | |
| | any force or effect unless reduced to writing and signed by both the parties hereto. | | | |

PART 2: DATA PROVIDED BY THE CONTRACTOR

The contractor is advised to read the *general conditions of contract for construction works, third edition, 2015* published by the South African institution of civil engineering, private bag x200, halfway house, 1685, in order to understand the implications of this data which is required to be completed. Copies of these conditions of contract may be obtained from www.saice.org.za.

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

| Clause | Data | | |
|-----------|---------------------------------------------------------|--|--|
| | | | |
| 1.1.1.9 | The name of the Contractor is: | | |
| | | | |
| 1.2.1.2 | The address of the Contractor is: | | |
| | Address (physical): | | |
| | | | |
| | Address (postal): | | |
| | Telephone: | | |
| | e-mail: | | |
| | The percentage allowance to cover overhead charges is%. | | |
| 6.5.1.2.3 | | | |

C1.2.1 GENERAL CONDITIONS OF CONTRACT

The Contract shall be governed by the "Government Procurement General Conditions of Contract" – July 2010. It is obtainable from <u>www.treasury.gov.za</u>.

The only variations from these General Conditions of Contract shall be given in the Special conditions of Contract below. Whenever there is a conflict, the provisions in the Special Conditions and contract specific data of Contract shall prevail.



DEPARTMENT OF WATER AND SANITATION

W11450

APPOINTMENT OF A CONTRACTOR TO RENDER ELECTRICAL SERVICES ON TO THE DEPARTMENT OF WATER AND SANITATION HEAD OFFICE BUILDINGS FOR A PERIOD OF 36 MONTHS

C2 PRICING DATA

CONTENTS

- **C2.1 PRICING INSTRUCTIONS**
- C2.2 BILL OF QUANTITIES

C2.1 PRICING INSTRUCTIONS

- 1. The prices and rates to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the items. Such prices and rates shall cover all costs and expenses that may be required in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices shall be used as a basis for assessment of payment for additional work that may have to be carried out.
- 2. 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.sabs.co.za** or **www.iso.org** for information on standards).
- 3. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered for such items.
- 4. An item against which no price is entered will be considered to be covered by the other price s or rates in the Bill of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
- 5. The quantities set out in the Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.
- 6. Reasonable compensation will be received where no pay item appears in respect of work required in the Bills of Quantities in terms of the Contract and which is not covered in any other pay item.
- 7. The short descriptions of the items of payment given in the Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

| | NOTE: | PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS. | | | |
|---|---------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|----------------------|------------------------------------------------------|--------------|
| | | | | POINTS INFLUENCE THE PRI E SUBMITTED FOR EACH DEL | |
| | Name of Bi | idder | | Bid number | |
| | Closing Tin | ne 11:00 | | Closing date | |
| | OFFER TO | BE VALID FOR120 | DAYS FROM THE | CLOSING DATE OF BID. | |
| | ITEM | QUANTITY | DESCRIPTION | BID PRICE IN RSA CURRE | NCY |
| | NO. | **(ALL APPLICABLE | TAXES INCLUDED) | | |
| | Required by: At: Brand and model Country of origin | | | | |
| | - Does t | the offer comply with th | ne specification(s)? | | *YES/NO |
| | - If not t | to specification, indicat | e deviation(s) | | |
| | - Period | I required for delivery | | | |
| - | Delive | ry: | | *Firm/not fi | rm |
| | | applicable taxes" includ | | pay as you earn, income tax, elopment levies. | unemployment |

*Delete if not applicable

_

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1\frac{R1t}{R1o} + D2\frac{R2t}{R2o} + D3\frac{R3t}{R3o} + D4\frac{R4t}{R4o} \right) + VPt$$

Where:

| Ра | = | The new escalated price to be calculated. |
|----------|---------|-----------------------------------------------------------------------------|
| (1-V)Pt | = | 85% of the original bid price. Note that Pt must always be the original bid |
| . , | price a | nd not an escalated price. |
| D1, D2 | - | =Each factor of the bid price eg. labour, transport, clothing, footwear, |
| | etc. Th | e total of the various factors D1, D2etc. must add up to 100%. |
| R1t, R2t | = | Index figure obtained from new index (depends on the number of factors |
| | used). | |
| R1o, R2o | = | Index figure at time of bidding. |
| VPt | = | 15% of the original bid price. This portion of the bid price remains firm |
| | i.e. | it is not subject to any price escalations. |
| | | Vindiana must be used to coloulate usur hid price. |

3. The following index/indices must be used to calculate your bid price:

| Index Dated | Index Dated | Index Dated |
|-------------|-------------|-------------|
| Index Dated | Index Dated | Index Dated |

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

| FACTOR (D1, D2 etc. eg. Labour, transport etc.) | PERCENTAGE OF BID PRICE |
|----------------------------------------------------|-------------------------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

| PARTICULARS OF FINANCIAL INSTITUTION | ITEM NO | PRICE | CURRENCY | RATE | PORTION OF PRICE SUBJECT TO ROE | AMOUNT IN FOREIGN CURRENC Y REMITTED ABROAD |
|-----------------------------------------|---------|-------|----------|------|------------------------------------------|---------------------------------------------------------------|
| | | | | ZAR= | | |
| | | | | ZAR= | | |
| | | | | ZAR= | | |
| | | | | ZAR= | | |
| | | | | ZAR= | | |
| | | | | ZAR= | | |

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

| AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD: | DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE | DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE | DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE |
|---------------------------------------------------|-----------------------------------------------------------|----------------------------------------------------------------------|---------------------------------------------------------------|
| | | | |
| | | | |
| | | | |

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

| Name of Bidder | Bid number. W11450 |
|--------------------|-------------------------------|
| Closing Time 11:00 | Closing date.14 December 2023 |

OFFER TO BE VALID FOR 120 DAYS FROM CLOSING DATE OF BID

| DESCRIPTION | | UNIT | Rate | Bid price in RSA currency *(All applicable taxes included) |
|--------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| MINIATURE CIRCUIT BREAK | (ER (5 KA) | | | |
| (a) 5 Amp to 20 Amp | 1 Pole (SF1 – G3) | NO | 1 | R |
| (b) 25 Amp to 60 Amp | 1 Pole | NO | 1 | R |
| (c) 70 Amp to 80 Amp | 1 Pole (SF1 – G3) | NO | 1 | R |
| (d) 5 Amp to 20 Amp | 2 Pole (SF2-G3) | NO | 1 | R |
| (e) 25 Amp to 60 Amp | 2 Pole (SF2-G3) | NO | 1 | R |
| (f) 5 Amp to 20 Amp | 3 Pole (SF3-G3) | NO | 1 | R |
| (g) 25 Amp to 60 Amp | 3 Pole (SF3-G3) | NO | 1 | R |
| (h) 70 Amp to 80 Amp | 3 Pole (SF3-G3) | NO | 1 | R |
| (i) 90 Amp to 100 Amp | 3 Pole (SF3-G3) | NO | 1 | R |
| MINIATURE CIRCUIT BREAK 10 KA (100 AMP) | KER 3 Pole | NO | 1 | R |
| MINIATURE CIRCUIT BREAK (2 ½ KA) | (ER | | | R |
| (a) 10 Amp to 20 Amp G3) | (SA1- (SA1-G3) | NO | 1 | R |
| (b) 25 Amp to 35 Amp | 1 Pole (SA1-G3) | NO | 1 | R |
| (c) 40 Amp to 60 Amp | 1 Pole (SA1-G3) | NO | 1 | R |
| | MINIATURE CIRCUIT BREAM (a) 5 Amp to 20 Amp (b) 25 Amp to 60 Amp (c) 70 Amp to 80 Amp (d) 5 Amp to 20 Amp (e) 25 Amp to 60 Amp (f) 5 Amp to 20 Amp (g) 25 Amp to 60 Amp (h) 70 Amp to 80 Amp (i) 90 Amp to 60 Amp (ii) 90 Amp to 100 Amp MINIATURE CIRCUIT BREAM 10 KA (100 AMP) MINIATURE CIRCUIT BREAM (2 ½ KA) (a) 10 Amp to 20 Amp (b) 25 Amp to 35 Amp | MINIATURE CIRCUIT BREAKER (5 KA) (a) 5 Amp to 20 Amp 1 Pole (SF1 – G3) (b) 25 Amp to 60 Amp 1 Pole (SF1 – G3) (c) 70 Amp to 80 Amp 1 Pole (SF1 – G3) (d) 5 Amp to 20 Amp 2 Pole (SF2-G3) (e) 25 Amp to 60 Amp 2 Pole (SF2-G3) (f) 5 Amp to 20 Amp 3 Pole (SF3-G3) (g) 25 Amp to 60 Amp 3 Pole (SF3-G3) (h) 70 Amp to 80 Amp 3 Pole (SF3-G3) (i) 90 Amp to 100 Amp 3 Pole (SF3-G3) (ii) 90 Amp to 100 Amp 3 Pole (SF3-G3) (iii) 90 Amp to 20 Amp 3 Pole (SF3-G3) (b) 25 Amp to 35 Amp 1 Pole (SA1-G3) (b) 25 Amp to 35 Amp 1 Pole (c) 40 Amp to 60 Amp 1 Pole | MINIATURE CIRCUIT BREAKER (5 KA) (a) 5 Amp to 20 Amp 1 Pole (SF1 - G3) (b) 25 Amp to 60 Amp 1 Pole (SF1 - G3) (c) 70 Amp to 80 Amp 1 Pole (SF1 - G3) (d) 5 Amp to 20 Amp 2 Pole (SF2-G3) (e) 25 Amp to 60 Amp 2 Pole (SF2-G3) (f) 5 Amp to 20 Amp 2 Pole (SF2-G3) (f) 5 Amp to 20 Amp 3 Pole (SF3-G3) (g) 25 Amp to 60 Amp 3 Pole (SF3-G3) (f) 5 Amp to 80 Amp 3 Pole (SF3-G3) (g) 25 Amp to 60 Amp 3 Pole (SF3-G3) (h) 70 Amp to 80 Amp 3 Pole (SF3-G3) (i) 90 Amp to 100 Amp 3 Pole (SF3-G3) (ii) 90 Amp to 100 Amp 3 Pole (SF3-G3) (ii) 90 Amp to 20 Amp 3 Pole (SF3-G3) (iii) 90 Amp to 20 Amp 3 Pole (SF3-G3) (iii) 90 Amp to 20 Amp 3 Pole (SF3-G3) (b) 25 Amp to 20 Amp 10 Amp to 20 Amp (a) 10 Amp to 20 Amp NO (b) 25 Amp to 35 Amp NO (b) 25 Amp to 60 Amp | MINIATURE CIRCUIT BREAKER (5 KA) NO 1 (a) 5 Amp to 20 Amp 1 Pole (SF1 - G3) NO 1 (b) 25 Amp to 60 Amp 1 Pole (SF1 - G3) NO 1 (c) 70 Amp to 80 Amp 1 Pole (SF1 - G3) NO 1 (d) 5 Amp to 20 Amp 2 Pole (SF2-G3) NO 1 (e) 25 Amp to 60 Amp 2 Pole (SF2-G3) NO 1 (f) 5 Amp to 20 Amp 3 Pole (SF3-G3) NO 1 (g) 25 Amp to 60 Amp 3 Pole (SF3-G3) NO 1 (h) 70 Amp to 80 Amp 3 Pole NO 1 (SF3-G3) (i) $90 \text{ Amp to 100 Amp}$ 3 Pole NO 1 (SF3-G3) (i) $90 \text{ Amp to 100 Amp}$ 3 Pole NO 1 (SF3-G3) 1 (SF3-G3) 1 (ii) $90 \text{ Amp to 100 Amp}$ 3 Pole NO 1 (a) 10 Amp to 20 Amp (SA1-G3) 1 (a) 10 Amp to 20 Amp (SA1-G3) 1 (b) 25 Amp to 35 Amp 1 Pole NO 1 (SA1-G3) 1 Pole NO |

| ITEM | DES | SCRIPTION | | UNIT | Rate | Bid price in RSA currency *(All applicable taxes included) |
|------|-----|--------------------------------------------|--------------------|------|------|---------------------------------------------------------------------|
| | (d) | 10 Amp to 20 Amp | 2 Pole (SA2-G3) | NO | 1 | R |
| | (e) | 25 Amp to 35 Amp | 2 Pole (SA2-G3) | NO | 1 | R |
| | (f) | 40 Amp to 50 Amp | 2 Pole (SA3-G3) | NO | 1 | R |
| | (g) | 10 Amp to 20 Amp | 3 Pole (SA3-G3) | NO | 1 | R |
| | (h) | 25 Amp to Amp | 3 Pole (SA3-G3) | NO | 1 | R |
| | (i) | 40 Amp to Amp | 3 Pole (SA3-G3) | NO | 1 | R |
| 4. | ADA | APTOR CLIP FOR CIRCUIT BF | REAKER | | | R |
| 5. | ISO | LATORS | | | | |
| | (a) | 60 Amp | 2 Pole (SA2-G0) | NO | 1 | R |
| | (b) | 60 Amp | 3 Pole (SA3-G0) | NO | 1 | R |
| 6. | ISO | LATORS (5 KA) | | | | |
| | (a) | 60 Amp | 2 Pole (SF2-G0) | NO | 1 | R |
| | (b) | 100 Amp | 3 Pole (SA3-G0) | NO | 1 | R |
| | (c) | 60 Amp | 3 Pole (SF3-G0) | NO | 1 | R |
| | (d) | 100 Amp | 3 Pole (SF3-G3) | NO | 1 | R |
| 7. | EAF | TH LEAKAGE UNITS (5 KA) | | | | |
| | (a) | Single phase 30-60 AMP (SF15A) | | NO | 1 | R |
| | (b) | Single phase 30-60 AMP (SF36A) | | NO | 1 | R |
| 8. | EAF | RTH LEAKAGE UNITS (½ KA) | | | | |
| | (a) | Single phase 30-60 AMP (SA15A) | | NO | 1 | R |
| | (b) | Three phase 30-60 AMP (SA36A) | | NO | 1 | R |
| 9. | | IATURE CIRCUIT BREAKER RLIN GERLIN TYPE | (5 KA) | | | |
| | (a) | 5 Amp to 20 Amp | 1 Pole | NO | 1 | R |
| | (b) | 25 Amp to 63 Amp | 1 Pole | NO | 1 | R |
| | (c) | 5 Amp to 20 Amp | 2 Pole | NO | 1 | R |

| ITEM | DESCRIPTION | UNIT | Rate | Bid price in RSA currency *(All applicable taxes included) |
|----------|-------------------------------------------------------------------------------------------------------|----------|------|---------------------------------------------------------------------|
| | (d) 25 Amp to 63 Amp 2 P | ole NO | 1 | R |
| | (e) 25 Amp to 60 Amp 3 P | ole NO | 1 | R |
| | (f) 25 Amp to 63 Amp 3 P | ole NO | 1 | R |
| 10. | EARTH LEAKAGE UNITS (5KA) MERLIN GERLIN TYPE | | | |
| | (a) Single phase 32-63 Amp | NO | 1 | R |
| 11. | LIGHT SENSITIVE PHOTO – ELECTRICAL SWITCH | | | |
| | (a) National (ZS20AR) | NO | 1 | R |
| | (b) National photocell mounted in a (ZS20AR) bulkhead shell | 2D NO | 1 | R |
| | (c) 2D bulkhead shell only | NO | 1 | R |
| 12. | ELEMENTARY SUBMERSIBLE TYPE (GEYS | ER) | | |
| | (a) 3 Kw submersible type(b) For electrical water kettle (urn) | NO | 1 | R R |
| 13. | THERMOSTATS | | | |
| | (a) For warm water cylinder (VK | , | 1 | R |
| | (b) For electrical water kettle (urn) (VK | 3) NO | 1 | R |
| 14. | BALLAST - ENERGY EFFICIENT | | 4 | |
| | (a) 2,4 m (tube) (slimline) (75 watt)(b) For electrical water kettle (urn) | NO | 1 | R R |
| 15. | CHOKES | | | |
| 10. | (a) 1,5 m (switch start) (65 watt) | NO | 1 | R |
| | (b) 1,2 m (switch start) (40 watt) | NO | 1 | R |
| | (c) 125 watt HPMV | NO | 1 | R |
| | (d) 70 watt HPS | NO | 1 | R |
| | (e) 80 watt MV | NO | 1 | R |
| | (f) 16 watt 2D | NO | 1 | R |
| | (g) 9 watt PL9 | NO | 1 | R |
| 16. | FLUORESCENT TUBES - ENERGY EFFICIEN | | 4 | |
| | (a) $2,4 \text{ m}$ (75 W) | NO | 1 | R |
| | (b) 1,5 m (65 W) (c) 1,2m (40 W) | NO NO | 1 | R R |
| | (d) 16 W 2D (40 W) | NO | 1 | R |
| <u> </u> | (e) 9 watt PL9 | NO | 1 | R |

| ITEM | DESCRIPTION | UNIT | Rate | Bid price in RSA currency |
|------|----------------------------------------------------------------------------------------------------------------------|------|------|----------------------------------|
| | | | | *(All applicable taxes included) |
| 17. | LAMPS - ENERGY EFFICIENT | | | |
| | (a) 70 W ES HPS | NO | 1 | R |
| | (b) 80 W ES HPS | NO | 1 | R |
| | (c) 125 WPMV | NO | 1 | R |
| | (d) 100 WBC (Bulb) | NO | 1 | R |
| | (e) 100 W ES (Bulb) | NO | 1 | R |
| 18. | STARTER FOR FLUORESCENT LAMPS | | | R |
| 19. | LIGHT FITTINGS - ENERGY EFFICIENT | | | |
| | (a) 2 x 1,5 m open channel/f/scent including lamps (equal and similar to U lite R1265 SS | NO | 1 | R |
| | (b) Bulkhead luminiar (equal and similar to lightech NR B/2 D complete with lamps) | NO | 1 | R |
| | (c) Excess type DT/A/PR 16 watt 2D or equal or similar Complete with lamps | NO | 1 | R |
| | (d) U-lite bulkhead luminair B 10 16 W 2D or equal or similar (including lamps) | NO | 1 | R |
| | (e) 2 x 1,5 w open channel f/scent including lamps equal or similar to U-lite LP 1258 SS) | NO | 1 | R |
| | (f) Excess type bulkhead Ex FL R125 MV/G (complete with lamp) | NO | 1 | R |
| | (g) 150 mm porcelain gallery and glass sphere complete with porcelain ES lampholder and 100 Watt lamp | NO | 1 | R |
| | (h) 200 mm porcelain gallery and glass sphere complete with porcelain ES lampholder and 100 Watt lamp | NO | 1 | R |
| 20. | SIREN AND BELL (REPLACE) | | | |
| | (a) 100 mm range equal and similar to the Banshee type (250V) | NO | 1 | R |
| | (b) 150 m dia (220V) bell equal and similar to "Gents" Model 500 AC | NO | 1 | R |
| 21. | AREA LIGHTING (HIGH LEVEL) | | | |
| | (a) 250 watt HPS (Lamp) | NO | 1 | R |
| | (b) 250 watt HPS (choke) | NO | 1 | R |
| | (c) 400 watt HPS (lamp) | NO | 1 | R |
| | (d) 400 watt HPS (Choke) | NO | 1 | R |
| | (e) GEC type highway 90 (SOX) (choke) | NO | 1 | R |
| | (f) GEC type highway 90 (SOX) (lamp) | NO | 1 | R |
| | (g) 250 watt HP MV (lamp) | NO | 1 | R |
| | (h) 250 watt HP MV (choke) | NO | 1 | R |
| 22. | PVC WIRE METER (STRANDED COPPER) | | | |
| | (a) $1,5 \text{ mm}^2$ | M | 1 | R |
| | (b) $2,5 \text{ mm}^2$ | M | 1 | R |
| | (c) 4 mm^2 | M | 1 | R |
| | (d) 6 mm ² | Μ | 1 | R |

| ITEM | DESCRIPTION | UNIT | Rate | Bid price in RSA currency *(All applicable taxes included) |
|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|------|---------------------------------------------------------------------|
| | (e) 10 mm ² | М | 1 | R |
| | (f) 16 mm ² | М | 1 | R |
| 23. | BARE COPPER EARTHWIRE PER M | | | |
| 20. | (a) 2.5 mm^2 | М | 1 | R |
| | (b) 4 mm^2 | M | 1 | R |
| | (c) 6 mm^2 | M | 1 | R |
| | (d) 10 mm^2 | M | 1 | R |
| | (e) 16 mm^2 | М | 1 | R |
| 24. | LIGHT SWITCHES AND COVER PLATES FLUSH MOUNTED COMPLETE WITH COVER 16A | | | |
| | (a) 1 way 1 lever (100 x 50) | NO | 1 | R |
| | (b) 2 way 2 lever (100 x 50) | NO | 1 | R |
| | (c) 1 way 1 lever (100 x 50) | NO | 1 | R |
| | (d) 1 way 1 lever (100 x 50) | NO | 1 | R |
| | (e) 1 way 2 lever (100 x 50) | NO | 1 | R |
| | TOTAL AMOUNT CARRIED FORWARD TO SUMMARY PAGE | | | R |
| 25 | LIGHT SWITCHES INDUSTRIAL TYPE SURFACE MOUNTED (16 AMP) | | | |
| | (a) 1 Way 1 lever | NO | 1 | R |
| | (b) 1 Way 2 lever | NO | 1 | R |
| | (c) 1 Way 3 lever | NO | 1 | R |
| | (d) 1 Way 16 Amp Watertight | NO | 1 | R |
| 26 | SOCKET OUTLETS 16 AMP - 3 PIN | | | |
| | (a) Flush mounted type complete with cover (100 x 100) | NO | 1 | R |
| | (b) Surface industrial type | NO | 1 | R |
| 27 | ISOLATORS (STOVES & GEYSER) | | | |
| | (a) 50 Amp double pole (100 x 100) | NO | 1 | R |
| | (b) 60 Amp double pole (NWWI) | NO | 1 | R |
| 28 | EXTENSION BOXES | | | |
| _ | (a) 100 mm x 50 mm cover plate | NO | 1 | R |
| | (b) 100 mm x 100 mm (open type) | NO | 1 | R |
| 29 | BLANK COVER PLATES (PLAINTED) | | | |
| | (a) 100 mm x 50 mm cover plate | NO | 1 | R |
| | (b) 100 mm x 100 mm cover plate | NO | 1 | R |
| 30 | CABLE TRENCHING INCLUDING BACKFILLING, COMPACTING AND PROVISION OF LAYING 75mm SAND BEDDING ABOVE AND BELOW CABLES IN THE EVENT OF CABLE FAULT FINDING | 3 | | |
| | (a) Excavations in earth (pickable ground) | m ³ | | R |
| | (b) Excavation in soft earth | m ³ | | R |

| ITEM | DESCRIPTION | UNIT | Rate | Bid price in RSA currency *(All applicable taxes included) |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|------|---------------------------------------------------------------------|
| | (c) Excavation in hard rock | m ³ | | R |
| 31 | PVC ARMOURED CABLE IN TRENCH | | | |
| | (a) 4 mm ² x 3 core | m | 1 | R |
| | (b) $6 \text{ mm}^2 \text{ x } 3 \text{ core}$ | m | 1 | R |
| | (c) $6 \text{ mm}^2 \text{ x 4 core}$ | m | 1 | R |
| | (d) 10 mm ² x 3 core | m | 1 | R |
| | (e) 10 mm ² x 4 core | m | 1 | R |
| | (f) 16 mm ² x 3 core | m | 1 | R |
| | (g) 16 mm ² x 4 core | m | 1 | R |
| | (h) 25 mm ² x 3 core | m | 1 | R |
| | (i) 25 mm ² x 4 core | m | 1 | R |
| 32 | EARTHWIRE LAID IN CABLE TRENCHES | | | |
| | (Bare copper) | | | |
| | (a) 16 mm ² | m | 1 | R |
| | (b) 25 mm ² | m | 1 | R |
| 33 | APPROVED EPOXY - RESIN PRESSURE TYPE | | | |
| | JOINTING HOLE BACKFILLING, COMPACTING AND PROVISION OF LAYING 75mm SAND BEDDING ABOVE AND BELOW JOINTS IN THE EVENT OF CABLE FAULT FINDING | NO | | |
| | (a) $5 \text{ mm}^2 \times 3 \text{ core}$ | NO | 1 | R |
| | (b) $10 \text{ mm}^2 \text{ x } 3 \text{ core}$ | NO | 1 | R |
| | (c) $16 \text{ mm}^2 \times 4 \text{ core}$ | NO | 1 | R |
| | (d) 25 mm ² x 3 core | NO NO | 1 | R |
| | (e) 25 mm ² x 4 core | NO | 1 | R |
| 34 | CONDUCT INSTALLED ON SURFACE OR WITHIN ROOF SPACE COMPLETE WITH ALL THE NECESSARY SMALL MATERIALS | | | |
| | (a) 25 mm² black enamelled (plain end) with 0,9 mm wall thickness | m | 1 | R |
| | (b) 25 mm ² black enamelled (plain end) with 0,9 wall thickness | m | 1 | R |
| | (c) 20 mm ² PVC SABS approved | m | 1 | R |
| | (d) 25 mm ² PVC SABS approved | m | 1 | R |
| | NOTE!!!!!: LABOUR AND MATERIAL ITEM RATES BELOW ARE APPLICABLE FOR NON- SCHEDULED ITEMS ONLY | | | |
| 35 | LABOUR | | | |
| 35 | The rates of labour will be deemed to include for | | 1 | |
| | statutory minimum labour rates, contribution to bonus, holiday, pension, medical funds, etc., for normal working hours, <u>as well as for transport costs</u> including travelling time. | | | |

| ITEM | DESCRIPTION | UNIT | Rate | Bid price in RSA currency *(All applicable taxes included) |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------|---------------------------------------------------------------------|
| | (a) Labour (NORMAL WORKING HOURS) Electrician (FOR NON-SCHEDULED ITEMS ONLY) | Hour | 1 | R |
| | (b) Labourer (NORMAL WORKING HOURS) (FOR NON-SCHEDULED ITEMS ONLY) | Hour | 1 | R |
| | (c) Labour (OVERTIME SUNDAY AND PUBLIC HOLIDAYS) Electrician (FOF NON- SCHEDULED ITEMS ONLY) | Hour | 1 | R |
| | (d) Labourer (NON-SCHEDULED ITEMS ONLY) | Hour | 1 | R |
| 36 | NON-SCHEDULED MATERIALS | | | |
| | The cost on non-scheduled materials shall be deemed to include the deduction of any discount and delivery to site. Maximum of 25% mark-up shall be allowed. | | | |
| | Percentage mark-up on non-scheduled items. | % | | |
| | TOTAL AMOUNT CARRIED FORWARD TO SUMMARY PAGE | | | |
| | CALL OUT RATE: WORKING HOURS | | | R |
| | CALL OUT RATE: AFTER HOURS | | | R |
| | TOTAL RATES | | | R |

NOTE TO TENDERERS:

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination (including transport).

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

The department reserves to write to engage with the successful service provider to negotiate the prices as submitted.

If it is envisaged that negotiations will be conducted only with the successful supplier, the negotiations will be based on a best estimate of the cost of the works.



DEPARTMENT OF WATER AND SANITATION

W11450

APPOINTMENT OF A CONTRACTOR TO RENDER ELECTRICAL SERVICES TO THE DEPARTMENT OF WATER AND SANITATION HEAD OFFICE BUILDINGS FOR A PERIOD OF THIRTY-SIX MONTHS (36 MONTHS) CIDB CONTRACTOR GRADING DESIGNATION 3 EB CERTIFICATION

C3: SCOPE OF WORKS CONTENTS

- **C3.1 DESCRIPTION OF WORKS**
- C3.2 EXECUTION OF REPAIRS

PART C3: SCOPE OF WORK

C3.1 DESCRIPTION OF WORKS

Status

Should any requirement or provision in the parts of the Scope of Work conflict with any requirement of any Standardised Specification, Particular Specification, the order of precedence, unless otherwise specified, is:

Scope of Work Standardised Specifications

C3.1 DESCRIPTION OF WORKS

C3.1.1 Employer's Objectives

Directorate: Facilities Management is entrusted with the responsibility of maintaining buildings within the Department of Water and Sanitation to ensure a conducive working environment. According to the guideline from the Department of Public Works, the user Departments are responsible for maintenance of state-owned buildings and the cost thereof should not exceed R100 000 per job.

The Department attempted to save money by enlisting the help of the Landowners, but this did not work out since maintenance of electrical services is not included in the Landowners' contract. Furthermore, when it comes to state-owned buildings, it is extremely difficult to find contractors with the required expertise.

The responsive companies must have successfully completed the provision of electrical services

The Project manager must oversee the collective progress, and the necessary oversight of the stipulated number of workers is to be outlined in the project plan. The project manager will be in contact with the department's responsible official on a regular basis to ensure that all terms of the contract are complied with.

C3.1.2 Overview of the Works

This bid involves maintenance for electrical work to Head Office buildings: Sedibeng, Emanzini, Zwamadaka, Continental, Waterbron as well as PTA-West stores situated at 474 Carl Street and also RQIS/RTS at Roodeplaat site.

C3.1.3 Extent of the Works

The works to be performed by the *Contractor*, as covered in this document, the standard electrical repairs and the bills of quantities includes, but are not limited to the following:

- (a) Arrange with the occupants of buildings regarding access to the premises in order to execute the required repairs.
- (b) Take adequate precautions to prevent damage to buildings, to fittings and furnishing inside the premises and elsewhere on the site;
- (c) Accept liability and to indemnify the Department against any claims whatsoever arising from his conduct and/or the conduct of his employees;
- (d) Safeguard all his employees in accordance with the regulations of the Unemployment Insurance Act 1966, (Act No. 30 of 1966) and any amendments thereof.
- (e) Comply with all by-laws and requirements of the local authority;
- (f) Comply with the local Fire Officer's regulations; and
- (g) Provide qualified artisan and personnel on a 24-hour basis including weekends and public holidays to carry out any emergency repair work.

C3.2 EXECUTION OF REPAIRS

Generally, upon the instruction or request to render any work, the contractor must determine the urgency of the requirement before responding to the call. For this purpose, the call outs will be classed as follows:

- (a) <u>An emergency</u>: Emergencies must be attended to with minimum delay or as soon as possible after receipt of the call or job card.
- (b) N.B <u>All other repairs/replacements:</u> shall be attended to within two days of the call.

If the Contractor fails to respond within the time limit as stated in 9(a) and (b) hereof, the Department shall have the right to appoint any other Contractor to do the work without further notification to the Contractor. The additional costs, if any, of such work, executed by another contractor, will be for the account of the Contractor.

MATERIAL OF EQUAL QUALITY

Replacement parts, spares and materials used must be of equal or better specification/quality of the component that is being replaced and must where possible carry the SABS mark of approval. If such equivalent component is not available, then the Facilities Manager prior to installation must approve the alternative component.

OFFICIAL ORDER FORM

- (a) An official order number for this contract will be issued to the Contractor at the commencement of this contract.
- (b) Only officials of the Department may commission services to Contractors. For each service the complaint number issued for that service as well as details regarding the defects that must be repaired should be given to the Contractor in writing. If the Contractor has facsimile facilities, the Complaint Form will be faxed to him. It is, however, expected of the Contractor to respond to telephonic requests for services. However, he must obtain the official Complaint Form for the service requested, as soon as possible.

Special arrangements are applicable for emergency services, which are explained in 15 hereof.

(c) No payments will be made for work executed without the necessary written authority.

EMERGENCY SERVICES

Emergency services after hours may be executed without receipt of an official complaint number solely on the request of an official/project manager of the Department. The Contractor must, however, ensure that the official concerned signs the form provided by the Department. The Contractor must also ensure that he obtains the official complaint number from the Department on the following working day. No payment will be made without a complaint number.

INSTRUCTION TO THE CONTRACTOR TO CARRY OUT MAINTENANCE

The Contractor must provide at his own cost a supply of forms in accordance with the example included herein. The forms must be completed legibly in ink after completion of each service. In addition to the original completed form submitted with the account, the Contractor shall hand a copy of the form provided to the Department for audit purposes.

ACCOUNTS

Accounts for services rendered, must be accompanied by a copy of the instruction to the Contractor to carry out maintenance work (job card).

The unit rates for items on the form must be cross referenced to the applicable rates for similar items in the bid document by means of the page and item numbers e.g. 12/4(a) (page 12, items 4a).

NOTE: Any errors in the compilation of the form of accounts discovered at a late stage, shall be rectified and the overpayment recovered by the Department.

15. PRICING OF NON-SCHEDULED MATERIALS

Unit prices for items of work executed but not specified in this contract must be verified by means of invoices of suppliers. The amount of such invoices, after deduction of any discount, will be taken into account for payments to the Contractor. If such invoices are not submitted, accounts will not be paid.

Should the prices of the Contractor's supplier be abnormally high, then the Department reserves the right to obtain a written quotation for similar items from an independent supplier and the rates of such quotation shall then be applicable.

PAYMENT

Accounts must be submitted weekly but not later than four days after completion of the work. Payment of accounts complying with all the requirements of paragraph 19, will be made within 30 days of date of receipt.

RUBBLE AND WASTE

All rubble and waste arising from the work must be removed immediately/same day from the site and buildings left clean and tidy. All rubble and waste must be inspected by the Facilities Manage/Safety and Security Manager.

ACCESS CARDS TO SECURITY AREAS

- a) Should the work fall within a security area, the contractor shall obtain, from the security section, access cards for this personnel and employees who work within such an area.
- b) The contractor shall comply with any regulations of instructions issued from time to time, concerning the safety of persons and property, by the Department.

SECURITY CHECK ON PERSONNEL

- a) The Department may require the Contractor to have his personnel or a certain number of them security classified.
- b) In the event of the Department requesting the removal of a person or persons from the site for security reasons, the Contractor shall do so forthwith and the Contractor shall thereafter ensure that such person or persons are denied access to the site and/or the any documents or information relating to the work.

STRUCTURE

No maintenance to be done on any structure without a job card from the Facilities Manager, such as:

CONTRACT WORK

The electrical maintenance shall be carried out entirely by the contractor's own stuff and shall not in any way be sub-let, with own tools and equipment.

Materials:

All standard detail equipment/material applying to a particular service and referred to in this

document, in the specification or in the Schedule of Builder's Quantities may be seen by

the Contractor at Head Office Pretoria and will be issued to the Contractor, upon request,

for the carrying out of the work.

Please Note

The above-mentioned document of the specification of materials and methods to be used is available on request from the Department.

16. SPECIAL CONDITIONS

- a) Bidders are also required to provide a detailed trade / project plan and resources list that will be used to execute the electrical work i.e.:
 - a) SABS approved products
 - b) Approved safety gear
 - c) All tools required to perform electrical services
- b) Please note that the successful bidder will be expected to sign a Service Level Agreement with the Department

BRIEFING SESSIONS AND ENQUIRIES

- The prospective service providers will be notified of the date, venue and time of briefing session by the department.
- To attend to any specific questions to this Terms of References, service providers are required to submit their formal enquiries directly to the Project Manager and the SCM office.
- Service Providers will submit their questions and the department will respond to such questions and also upload all questions and answers on the departmental website <u>www.dwa.gov.za</u>.

PART 1. GENERAL SPECIFICATION

1.1 REGULATIONS, LAWS AND BY-LAWS APPLICABLE TO THIS CONTRACT

- 2.1.1 The latest issue of the SABS 0142 (SANS 10142-1) "Code of Practice for the Wiring of Premises", hereafter called the "Wiring Code".
- 2.1.2 The Occupational Health Safety Act 1993.
- 2.1.3 The Municipal by-laws and any special requirements of the local Supply Authorities.
- 2.1.4 The local Fire Office Regulations.

1.2 QUALITY OF MATERIALS

- 2.2.1 Only SABS approved materials shall be subject to the approval of the Department. Departmental specifications for various materials to be used on this contract are attached to and available from the Department of Public Works.
- 2.2.2 Materials wherever possible must be of South African manufacture.

1.3 SWITCHGEAR

- 2.3.1 Switchgear, which includes circuit breakers, iron-clad switches, interlocked switchplug units, contactors, time switches, etc., is to be in accordance with the Departmental Quality Specifications which form part of this specification and shall be equal and similar in quality to such brands as may be specified by the Department of Public Works.
- 2.3.2 For uniform appearance of switchboards, only one approved make of each of the different classes of switchgear mentioned shall be used throughout the installation.

1.4 WORKMANSHIP AND STAFF

- 2.4.1 All employees employed by the contractor on the service must be under the constant supervision of a registered accredited electrician.
- 2.4.2 The workmanship shall be of the highest grade to the satisfaction of the Department. All inferior work shall, on indication by the Department's inspecting officers, immediately be removed and rectified by and at the expense of the electrical contractor.

1.5 MOUNTING OF LIGHT FITTINGS

- 1.5.1 Fluorescent fittings installed against concrete ceilings shall be screwed to the outlet boxes and in addition 2 x 6 mm expansion or other approved type fixing bolts are to be provided. The bolts are to b ³/₄ of the length of the fittings apart.
- 1.5.2 Fluorescent fittings to be mounted on board ceilings shall be secured by means of two 40mm x No. 10 round head screws and washer and in turn secured to the ceilings branderings. The fittings shall also be secured to the circuit conduit boxes by means of two machine screws. The fixing screws to the branderings are to be placed ³/₄ of the length of the fitting apart. The use of butterfly clips to secure the light fittings will not be acceptable.
- 1.5.3 Incandescent fittings are to be screwed directly to outlet boxes in concrete slabs by means of machine screws. Against board ceilings, the fittings shall be secured to the conduit outlet boxes by means of two machine screws.

1.6 GENERAL SPECIFICATION

1.6.1 Labelling

Circuits that are removed from distribution boards must be marked "SPARE" on the distribution boards.

- a) All outlets especially the terminal boxes associated with the intercom or telephone installation must be labelled as such.
- b) Labels indicating the supply point and size of the supply cable must be provided on each distribution board.
- c) Where switchboards are positioned behind doors of building structure i.e. build-in-cupboards, a suitable approved electrical danger sign as well as the applicable distribution board designation label must be supplied and fitted in suitable position on the outside top section of one of the entrance doors at each such location.

1.6.2 Joints

- a) Joints in cable runs shall not be allowed unless specified or authorised in writing, by the Department. Where cable joints are to be made, a joint hole must be excavated of sufficient size to enable the cable jointer to work efficiently and unimpeded.
- b) Each cable end must be left in a loop of 0,9 m to prevent any tension on the joint.

- c) During backfilling the section supporting the joint must be compacted to the extent that no movement will take place after the trenches have been backfilled.
- d) All joints in underground cables and terminations shall be made either by means of compound filled boxes according to the best-established practice by competent cable jointers using first class materials or by means of approved epoxy-resin pressure type jointing kits. Epoxy resin joints must be made entirely in accordance with the manufacturer's instructions and with materials stipulated in such instructions.
- e) Low voltage PVCA cables are to be made off with sealing glands and materials designed for this purpose which must be of an approved make.
- f) Where cables are cut and not immediately made off, the ends are to be sealed without delay.

1.6.3 Bells

- a) The bells must operate on a 230V, 50 Hz supply which must be controlled by a bell switch. The bells must be of the 203 mm industrial type and approved and must be installed at ceiling height.
- b) A label with the wording: "Danger Supply is from Admin" must be mounted at each bell. A two (2) pole 20A isolator must be mounted in a suitable weatherproof box next to each bell.

1.6.4 Luminaries

- a) The installation of luminaries must be done in accordance with the relevant clauses in parts 1, 2 and 3 of this specification.
- b) All luminaries are to be conform to the quality specification part 3.
- c) Samples of all luminaries must be approved by the Project Manager of DWS before any order is placed.
- d) All control gear within luminaries, shall bear the stamp of approval by the SABS.
- e) All luminaries must be complete with lamps and where necessary, control gear. In caretaker's residences (where applicable), Bayonet Cap lamp holders must be used. Starters. Openings in the luminaire for starters must be covered to the approval of the Department. Lamp holders for GLS lamps must be porcelain or heavy-duty brass.
- f) The following luminaries are indicated in the document and must conform to the quality specifications Parts 1, 2 and 3 which forms part of this contract.

NOTE: All luminaries must be approved by the Departments representative prior to the installation of or any order being placed.

- i. 1,5 metre 1 lamp fluorescent luminaire complete with 65-Watt lamp as per the quality specification **Part 3 Clauses 3.8.3 and all associated clauses from clauses 3.8 to 3.8.2.7**.
- ii. Round bulkhead luminaire with unbreakable polycarbonate diffuser completes with 16-Watt 2D lamp as per quality specification Part 3 Clause 3.8.5 and all associated clauses from clauses 3.8 to 3.8.2.
- iii. Functional perimeter floodlight with polycarbonate diffuser complete with 125-Watt Mercury Vapour lamp as per quality specification Part 3 Clauses 3.8 and all associated clauses from clauses 3.8 to 3.8.2.7.
- Round wall and ceiling luminair with polycarbonate diffuser held in position by means of a round ring complete with 2x PL-9 lamps as per quality specification Part 3 Clause 3.8.7 and all associated clauses from clauses 3.8 to 3.8.2.7.
- v. If 16W 2D lamps are not available, the Department accepts 2 x PL-9W lamps as alternative.

1.6.5 Photocell

- a) The area lighting must be switched direct to the photocell. The photocell must be mounted as indicated in such a manner that the luminaires will not affect the operation of the photocell.
- b) The photocell must be linked with the distribution board by 3 x 1,5 mm2 PVC conductors drawn in conduit in the roof space.
- c) The photocell must comply with the following:
 - i. Area lights must be switched ON when the illumination dropped to 50 lux.
 - ii. Area lights must be switched OFF when the illumination raised to 90 lux.
 - iii. It must be weatherproof and must have a built-in time delay of approximately 40 seconds.
 - iv. Built in protection against voltage surges must be provided.
 - v. The photocell must be mounted in an empty bulkhead type luminaire, with an aluminium base.
 - vi. A sample of the proposed photocell must be submitted to the Department for approval.

PART 2: QUALITY SPECIFICATION

2.1 LIGHT SWITCHES

2.1.1 General

This section covers the requirements for switches for use in general installation under normal environmental conditions.

2.1.2 Flush and surface mounted switches

- a) All switches shall be suitable for mounting in 100 x 50 x 50 mm boxes, shall comply with SABS and shall bear the SABS mark.
- b) Switches shall be of tumbler operated micrograph type rated at 16A, 220/250V.
- c) Switches shall have protected terminals for safe wiring.
- d) Contacts shall be of silver material.
- e) On multi-lever switches, it shall be possible to individually change any of its switches.
- f) The yoke strap shall be slotted to allow for easy alignment.
- g) The covers of surface mounted switches shall have toggle protectors.
- h) Where light switches are installed in partitions, they shall, where possible, be of the special narrow type intended for installation into the mullions.

2.2 COVER PLATES

Cover plates shall be finished in ivory coloured baked enamel, unless otherwise specified. Cover plates shall overlap the outlet to cover wall imperfections.

2.3 UNSWITCHED AND SWITCHED SOCKET OUTLETS

2.3.1 General

This section covers the requirements for unswitched and switched socket-outlets for use in general installations under normal environmental conditions.

2.4 TUBULAR FLUORESCENT LAMP LUMINAIRES FOR INTERIOR APPLICATIONS

2.4.1 General

- a) Luminaires associated equipment and control gear shall be new and unused and shall be supplied complete with lamps, control gear, diffusers, mounting brackets, etc. as applicable, and shall be delivered to site in a protective covering.
- b) Lamps shall be delivered separately.

2.4.2 General technical requirements

a) General

- Tubular fluorescent lamp luminaries shall comply with SABS 1119 and all amendments as well as the additional requirements of this specification. Luminaires which bear the SABS mark are preferred.
- ii. The third-party Engineer reserves the right to have samples of luminaries offered tested by the SABS for compliance with SABS 1119.
- iii. If a sample luminaire is found not to comply with SABS 1119 the cost of such tests shall be borne by the contractor.

b) Construction

- i. A luminaire shall consist of a ventilated body manufactured of cold rolled sheet steel not less than 0,8 mm thick, suitably braced or stiffened to prevent distortion. The body shall be of sufficient strength for the mounting of the entire luminaire.
- ii. Except for mounting holes and/or slots and the required openings in air-return luminaries, the back of the body channel shall be closed over the full length of the luminaire.
- iii. Suitable knockouts shall be provided in the rear of the luminaire body for wire entry.
- iv. All components, including the screws, bolts and nuts utilised in the construction of the luminaire or fixing of its components, shall be corrosion proof.

c) Internal wiring

- i. Luminaires shall be completely wired internally; conductors shall be protected with grommets where they pass through holes in the body.
- ii. The wiring shall be totally metal enclosed to prevent any possible contact with live components while changing lamps.

- iii. The conductor insulation shall be rated to withstand the temperature inside the luminaire body without deterioration.
- iv. The wiring shall terminate on a suitable terminal block. There shall be no joints in the internal wiring.
- v. An earth terminal, welded to the luminaire body, shall be provided. To ensure good earth continuity the earth terminal shall not be spray-painted. The earth conductor shall be connected to this terminal by means of a crimped lug.

d) Lamp holders

i. Lamp holders shall be of the telescopic spring-loaded type only.

e) Control gear

- i. The control gear, ballasts, capacitors and starters shall be designed and manufactured to suit the control circuitry adopted and shall bear the stamp of approval by the SABS.
- ii. Ballasts shall comply with SABS 890 and 891, suitable for operation on 220/250 V, 50 Hz supplies.
- iii. Ballasts shall further be suitable for the particular luminaire to ensure that the thermal limits specified in par. 3.5 of SABS 1119 are not exceeded.
- iv. Noisy ballasts will not be accepted and shall be replaced at no cost to the department.
- v. Starter with metal cans shall contain integral earthing facilities to earth the can upon insertion.
- vi. Starters shall be accessible from the outside of the luminaire, and the replacement of the starter shall not necessitate the removal of lamps.

f) Lamps

- i. Fluorescent lamps shall be suitable for the control circuitry used. Lamps shall comply with SABS 1041.
- ii. If no colour is specified in the Project Specification, the light colour shall correspond to colour 2 (4300 K) of SABS 1041.
- iii. Lamps of the same colour shall be provided for an entire installation unless specified to the contrary.

iv. There shall be no visible flicker in the lamps and lamps shall readily strike when switched on. Faulty lamps or ballasts shall be replaced at no cost to the department.

2.4.3 CHANNEL LUMINAIRES (TYPE A AND B LUMINAIRE)

- a) Channel luminaries shall consist of a ventilated, enclosed channel body with one or more lamps as specified. The channel body shall house the ballast, capacitor, terminals, and internal wiring.
- b) Provision shall be made for the addition of reflector wings and/or diffusers.
- c) Three sets of mounting slots and knock-outs suitable for mounting onto standard round conduit boxes and/or 20 mm dia. Conduit pendant rods shall be provided in the rear of the channel, one in the centre and one approximately on sixth from each end.
- d) A knock-out suitable for a 20 mm dia. Conduit entry shall be provided at each end of the channel. The distance between the back of the luminaire and centre of the knockout shall be approximately 25 mm.
- e) The knockouts shall be positioned on the centre line of the channel.
- f) The body channel shall incorporate a removable cover acting as a reflector, manufactured of cold rolled steel, not less than 0,8 mm thick, designed and mounted to completely cover the interior of the body channel and its contents and extending over the full length of the luminaire up to the lamp holders.
- g) The reflector shall be firmly held in position with a latching device consisting of knurled, coin slot, captive screws. Plastic, used as a spring mechanism, is not acceptable as a fixing device for reflectors. The action of the latching device shall not deteriorate due to use and/or ageing.

2.4.4 INDUSTRIAL LUMINAIRES

- a) Industrial type luminaries shall consist of a basic channel luminaire fitted with detachable side reflectors.
- b) The reflectors shall be manufactured of cold rolled steel, not less than 0.8 mm thick.
- c) The reflectors shall be designed to improve the downward light output ratio and decrease the upward light output ratio to a value of less than 2%.

2.4.5 BULKHEAD FITTINGS WITH UNBREAKABLE POLYCARBONATE LENS (TYPE C LUMINAIRE)

- a) Bulkhead fittings shall be of the circular type and must be manufactured to suit the outdoor and indoor applications and to accommodate the following lamps in respect to the type of lamps specified. Energy saving accessories and light bulbs should be considered when doing the light fittings.
 - i. Incandescent lamps up to 100 Watt.
 - ii. 16-Watt 2D lamps.
 - iii. 2x PL 9 lamps.
- b) The base of the fitting shall be of die cast or heavy gauge pressed aluminium.
- c) The base shall be treated against corrosion and shall have a black mat finish.
- d) Threaded conduit entries to take 20 mm dia conduits must be provided on at least two sides and one for back entry. At least two of the conduit entries must be fitted with brass/neoprene stoppers. All control gear shall be suitable for the supply voltage of 220/230 volt – 50 Hz applications and shall bear the SABS mark of approval or equivalent.
- e) The diffuser shall be injection moulded, prismatic, clear polycarbonate. The diffuser shall be held in position by three stainless steel screws via reinforced holes in the lens and the screws must be provided with gaskets to prevent the ingress of moisture. The fitting shall be provided with either a neoprene or a silicone gasket fitted between the diffuser and the base.
- f) The internal finish of the fitting shall be of high-grade heat resistant white enamel and the fitting shall be provided with a removable metal lamp holder platform. The fitting shall also be provided with a reflector between the lamp and the base and wiring that leads to the lamp holder shall be high heat resistant and preferably covered with silicone.
- g) The overall dimensions shall be approximately 200 mm x 150 deep for the circular in shape fittings.

2.4.6 FLOODLIGHTS WITH POLYCARBONATE DIFFUSER (TYPE D LUMINAIRE)

a) General

The luminaire must be of the wall mounted type for use with gas discharge lamps of the 125-Watt Mercury Vapour type and must be designed for the functional perimeter lighting of buildings.

b) CONSTRUCTION DETAILS

i. Diffuser

The diffuser must be of a precise injection moulding with prisms for optimum light control and manufactured in either tough Ultra-violet resistant acrylic or in highly vandal resistant UV-stabilised polycarbonate.

ii. Diffuser Frame

The diffuser frame must be a die-cast powder coated corrosion resistant aluminium casting incorporating the diffuser of which both can be removed from the body by utilising one captive stainless-steel screw.

c) LUMINAIRE BODY

- i. The luminaire body must be manufactured from black epoxy coated aluminium which can incorporate all the electrical components, the reflector and the gasket which seals the diffuser frame and body.
- ii. A back-entry hole suitable for a 20 mm dia conduit must be provided to accommodate the wiring entry and two mounting holes suitable for 6 mm diameter screws must be provided as a standard feature.

d) **REFLECTOR**

The reflector must be manufactured from ultra pure pre-anodised aluminium for maximum reflection.

e) ELECTRICAL

The terminal block and lamp holder must be manufactured from porcelain and the wiring must be coated with heat resistant silicone rubber. All control gear shall be suitable for the supply voltage of 220/230 volt – 50 Hz and shall bear the SABS mark of approval or equivalent.

2.4.7 ROUND WALL AND CEILING LUMINAIRES (TYPE E LUMINAIRE)

- a) Luminaires shall be of the circular type and must be manufactured to suite the outdoor or indoor applications and to accommodate the following lamps in respect to the type of lamp specified.
 - i. Incandescent lamps up to 100 watts.
 - ii. 2x PL9 lamps.

- b) The base of the luminaire shall be made of die-cast aluminium and stainless steel. The base shall be treated against corrosion and shall have a black matt finish.
- c) A back-entry hole suitable for a 20 mm dia. Conduit must be provided to accommodate the wiring entry. All control gear shall be suitable for the supply voltage of 220/250 volt 50 Hz and shall bear the SABS mark of approval or equivalent.
- d) The diffuser shall be polycarbonate with a high impact resistance and held in position by means of a round ring with three stainless steel screws via reinforced holes in the diffuser and the diffuser screws must be provided with gaskets to prevent the ingress of moisture. The fittings shall be provided with either a neoprene or a silicone gasket fitted between the lens and the base.
- e) The internal finish of the fitting shall be of high grade heat resistant white enamel and the fitting shall be provided with a removable metal lamp holder platform. The fitting shall also be provided with a reflector between the lamp and the base and wiring leads to the lamp holder shall be high heat resistant and preferably covered with silicone.
- f) The overall dimensions shall be approximately 230 mm in dia x 115 mm deep and circular in shape.

2.5 MOULDED – CASE CIRCUIT – BREAKERS

This section covers single or multi-core moulded case circuit-breakers for use in power distribution systems, suitable for panel mounting, for ratings up to 1000 A, 600 V 50 Hz.

- a) The circuit breakers shall comply with SABS 156.
- b) The continuous current rating, trip rating and rupturing capacity shall be as specified.
- c) The contacts shall be silver alloy and shall close with a high-pressure wiping action.
- d) Where specified, the circuit breaker shall be capable of accommodating a factory fitted shunt trip or auxiliary contact units or similar equipment.
- e) The operating handle shall provide clear indication of "ON", "OFF" and "TRIP" positions.
- f) The mechanism shall be of the TRIP-FREE type preventing the unit from being held in the ON position under overload conditions.
- g) A single manufacturer shall be as far as is practical supply all moulded-case circuit breakers in a particular installation.
- h) The incoming terminals of single-pole miniature circuit breakers shall be suitable for connection to a common busbar.

i) The circuit breaker shall have a rating plate indicating the current rating, voltage rating and breaking capacity. Extension type operating handles shall be provided for units of 600 A rating and above.

2.6 EARTH LEAKAGE RELAYS

- a) Earth leakage relays shall be single or three-phase units with a sensitivity of 30 Ma, on-load switch or circuit-breaker type for use on 220/250 V single phase or 380/433 V three-phase, 50 Hz, suppliers.
- b) The units shall be suitable for installation in switchboards in clip-in trays or bolted to the chassis.
- c) The earth leakage relay shall comply with SABS 767 as amended and shall bear the SABS mark. Integral test facilities shall be incorporated in the unit.
- d) Circuit breakers with trip coils used integrally with earth leakage units (two-pole for single-phase units and three-pole for three-phase units) shall comply with SABS 156.
- e) On-load switches used integrally with earth leakage units (two-pole for single-phase units and three-pole for three-phase units) shall comply with SABS 152.
- f) The fault current rating of the unit shall be 2,5 Ka or 5 Ka as required, when tested in accordance with SABS 156.

2.7 ON-LOAD ISOLATORS

This section covers switches suitable for panel mounting for use in power distribution systems up to 600 V, 50 Hz. Switches for motor isolation are included.

- a) The switches shall be of triple-pole, hand operated type complying with SABS 152.
- b) The switches shall have a high-speed closing and opening feature.
- c) The switches shall be suitably rated for the continuous carrying, making and breaking of the rated current specified as well as the through-fault current capacity as specified.
- d) To distinguish the switches from circuit breakers the operating handles shall have a distinctive colour and/or the switch shall be clearly and indelibly labelled "isolator".

C3.2.1 Coordination of the Works

The Contractor shall take note that the department would be in operation. Therefore the works should be coordinated in such a way that there are no distractions to the daily functions at the end of each shift.

C3.2.2 Programme

The Contractor is to note that the contract will be for 36 months period of appointment.

C3.2.3 People Restrictions on Site, Hours of Work, Conduct and Records

The working hours shall be in accordance with the requirements of the Department of Labour and as agreed with the Employer. Relevant documentation and information shall be provided to the Employer on a regular basis.

C3.2.4 Site Records

The Contractor shall keep daily records of all activities, including records of manpower and equipment on Site. Copies of these records shall be forwarded to the Reserve Manager on agreed timelines.

Regular progress reports shall also be submitted to the Employer as per the agreed timelines.

C3.2.5 Facilities for Contractor:

The Sites will be made available to the Contractor for the duration of the works. The Employer will not provide any security, power or communications systems for the works.

C3.2.6 Safety Risk Management

The Contractor complies with the client health and safety specification and all other statutory requirements applicable to the scope of work.

SPECIAL CONDITIONS

Bidders are also required to provide a detailed trade plan and resources list that will be used to execute the electrical services work as follows:

- d) SABS approved products
- e) Approved safety gear
- f) All tools required to perform electrical services