

**PA-06.1: BID ADVERTISEMENT – TENDER BULLETIN FOR 80/20 POINT SCORING SYSTEM**

**ERRATUM**

The National Department of Public Works and Infrastructure (Bloemfontein Regional Office) on 27 February 2026, advertised the following bid:  
**PLEASE BE ADVISED OF THE CHANGE IN THE CLOSING DATE:**

**FROM 24 MARCH 2026, THE NEW CLOSING IS ON 7 APRIL 2026 @ 11H00**

Description:	Required at: (Town Name)	Bid No:	Closing:	Bids obtainable from:	Post or deliver bids to:				
<p><b>Fezile Dabi District: 36 Months Preventative Maintenance, Service, and Repair of Standby Generator</b></p> <p>Tenderers should have a CIDB contractor Grading 3EB or higher.</p> <p>This bid will be evaluated in three stages, namely the responsiveness criteria, functionality criteria, price and preference</p> <table border="1" data-bbox="694 1366 758 2083"> <tr> <td>Price</td> <td>80</td> </tr> <tr> <td>Number of Points</td> <td>20</td> </tr> </table> <p>The points scored by a tenderer in respect of Specific Goals will be added to the points scored for price as calculated in accordance with Preferential Procurement Regulations 2022.</p> <ul style="list-style-type: none"> <li>Bid documents will also be available from 12 March 2026 from 09h00 to 15h00 at the Department of Public Works and Infrastructure Corner Building at President Brand Street Bloemfontein, SCM Offices, Room 233, Second Floor.</li> <li>A non-refundable tender/bid deposit of R 200.00 is payable in cash (please bring the exact amount) / card payment on collection of the bid document. (Payments to be made at the cashier, Room 205, Second Floor.</li> <li>Documents are also obtainable at the E-tender Portal, <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> and the Departmental website at <a href="http://www.publicworks.gov.za">www.publicworks.gov.za</a> at no cost.</li> </ul> <p><b>Contact for Bid information:</b> D. Likojang 051 408 7505</p> <p><b>General Enquiries:</b> W. Hurst 051 408 7352</p>	Price	80	Number of Points	20	<p>Fezile Dabi</p>	<p>BL26/005</p>	<p><u>New:</u> 07 April 2026 at 11H00</p>	<p>18 President Brand Street Bloemfontein OR Tender Documents can be downloaded on: <a href="http://www.Etenders.gov.za">www.Etenders.gov.za</a></p>	<p>Private Bag X 20605 Bloemfontein 9300</p>
Price	80								
Number of Points	20								



# public works & infrastructure

Department:  
Public Works and Infrastructure  
**REPUBLIC OF SOUTHAFRICA**

## BID DOCUMENT

**PROJECT DESCRIPTION: FEZILE DABI DISTRICT: 36 MONTHS PREVENTATIVE MAINTENANCE, SERVICE AND REPAIR OF STANDBY GENERATOR**

**BID NO:** BL26/005  
**Closing Date:** 07 April 2026  
**Closing Time:** 11H00  
**Bid Briefing Meeting Date:** N/A  
**Bid Briefing Meeting time:** N/A

**Tenderers CSD No:** .....

**Name of the Tenderer:** .....

**Bid Box Address**  
Department of Public Works & Infrastructure  
18 President Brand Street  
Bloemfontein  
9300

### SCM SPECIFIC ENQUIRIES:

Enquires: **Donald Likojang**  
Tel No: **051-4087505** during office hours  
Cell No: **N/A**  
Email Address: [Donald.Likojang@dpw.gov.za](mailto:Donald.Likojang@dpw.gov.za)

### TECHNICAL / PROJECT SPECIFIC ENQUIRIES

Enquires: **Wayne Hurst**  
Tel No: **051-4087352** during office hours  
Cell No: **0823142014**  
Email Address: [wayne.hurst@dpw.gov.za](mailto:wayne.hurst@dpw.gov.za)

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## SUMMARY OF BID INFORMATION

<b>Bid Number</b>	<b>BL26/005</b>	
<b>Bid/ Project Description</b>	<b>FEZILE DABI DISTRICT: 36 MONTHS PREVENTATIVE MAINTENANCE, SERVICE AND REPAIR OF STANDBY GENERATOR</b>	
<b>Bid Closing date &amp; Time</b>	<b>Tuesday, 07 April 2026</b>	<b>Closing Time: 11H00</b>
<b>Bid Briefing Date &amp; Time (If applicable)</b>	<i>Date of Bid Briefing (if any)</i> <b>N/A</b>	<i>Time of Bid Briefing (if any)</i> <b>N/A</b>
<b>Venue</b>	<b>N/A</b>	
<b>SCM SPECIFIC ENQUIRIES:</b>	<b>Donald Likojang</b>	<a href="mailto:Donald.Likojang@dpw.gov.za">Donald.Likojang@dpw.gov.za</a>
	<b>051-4087505</b>	<b>N/A</b>
<b>TECHNICAL / PROJECT SPECIFIC ENQUIRIES</b>	<b>Wayne Hurst</b>	<a href="mailto:wayne.hurst@dpw.gov.za">wayne.hurst@dpw.gov.za</a>
	<b>051-4087352</b>	<b>0823142014</b>
<b>Bid Validity Period</b>	<b>84 calendar days</b>	
<b>Bid Document Price</b>	<b>R 200.00</b>	
<b>Procurement Plan Reference Number</b>	<b>[Comments]</b>	

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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

<b>Project title:</b>	<b>FEZILE DABI DISTRICT: 36 MONTHS PREVENTATIVE MAINTENANCE, SERVICE AND REPAIR OF STANDBY GENERATOR</b>		
<b>Bid no:</b>	<b>BL26/005</b>	<b>Procurement Plan Reference no:</b>	[Comments]
<b>Advertising date:</b>	<b>Friday, 27 February 2026</b>	<b>Closing date:</b>	<b>Tuesday, 07 April 2026</b>
<b>Closing time:</b>	<b>11H00</b>	<b>Validity period:</b>	<b>84 calendar days</b>

### 1. REQUIRED CIDB GRADING

It is estimated that tenderers should have a CIDB contractor grading designation of **3 EB or Not applicable Not applicable\*** or higher.

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

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

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

### 2. FUNCTIONALITY CRITERIA APPLICABLE

2.1 The Bid will be evaluated on Functionality and the following Functionality evaluation criteria will apply and failure to meet minimum functionality score will result in the tenderer being disqualified. From further evaluation:

Functionality criteria <sup>1</sup> :		Weighting factor:
1.	<b>Work experience in Maintenance, Service and Repairs of Standby Generator.</b>	<b>30</b>
2.	<b>Labour: Qualified Artisan</b>	<b>25</b>
3.	<b>Labour: Artisan Aid</b>	<b>10</b>
4.	<b>Transport: Light duty Vehicle for transport and carry materials to attend complaints on site</b>	<b>20</b>
5.	<b>Finances</b>	<b>15</b>
6.		
7.		
8.		
<b>TOTAL</b>		<b>100</b>

*(Weights for functionality must add up to 100. Weightings will be multiplied by the scores allocated during the evaluation process to arrive at the total functionality points)*

<b>Minimum functionality score to qualify for further evaluation:</b>	<b>50</b>
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*(Total minimum qualifying score for functionality is 50 Percent, any deviation below or above the 50 Percent, provide motivation below)*

<sup>1</sup>The points allocated to each functionality criterion should not be generic but should be determined separately for each tender on a case by case basis.

### 3. EVALUATION METHOD FOR RESPONSIVE BIDS

3.1. The following Evaluation Method for responsive bids will be applicable:

<input type="checkbox"/> Method 1 (Financial offer)	<input checked="" type="checkbox"/> Method 2 (Financial and Preference offer)
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3.2. The 80/20 Preference points scoring system will be applicable for this bid

### 4. RESPONSIVENESS CRITERIA

4.1 Indicate substantive responsiveness criteria applicable for this tender. Failure to comply with the criteria stated hereunder **shall** result in the tender offer being disqualified from further consideration:

1.	<input checked="" type="checkbox"/>	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2.	<input checked="" type="checkbox"/>	Tender offer must be properly received on the tender closing date and time specified on the invitation, completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3.	<input checked="" type="checkbox"/>	Use of correction fluid is prohibited. Corrections to be crossed out and initialled.
4.	<input checked="" type="checkbox"/>	<del>Submission of a signed bid offer as per the DPW-07 (EC):</del> <i>h.w</i>
5.	<input type="checkbox"/>	Submission of DPW-09 (EC): Particulars of Tenderer's Projects.
6.	<input type="checkbox"/>	Bidders must comply with DPW-21 (EC): Record of Addenda to tender documents, if any.
7.	<input type="checkbox"/>	The tenderer shall submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.
8.	<input type="checkbox"/>	There will be a compulsory bid briefing meeting and all potential bidders must attend.
9.	<input type="checkbox"/>	The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender.
10.	<input type="checkbox"/>	Submission of registration letter as an electrical contractor for bidder issued by the Department of Labour (DOL), permitting to issue a Certificate of compliance (COC's)
11.	<input type="checkbox"/>	Bidders will be evaluated as per special conditions of bid (SCB-1)
12.	<input checked="" type="checkbox"/>	<b><i>Bidder must submit letter of Registration issued in the name of the enterprise(s) as Electrical Contractor in terms of Regulation 6(4) of the Electrical Installation Regulations 2009 issued and stamped by Department of Employment and Labour.</i></b>
13.	<input checked="" type="checkbox"/>	<b><i>Bidder must submit a minimum of One (1) certified copy not older than six months from date of closure of this bid document of an original Wireman's License registered by the Department of Employment and Labour</i></b>
14.	<input checked="" type="checkbox"/>	<b><i>1. The tenderer shall fully complete and fully priced the departmental BOQ in the document.</i></b> <b><i>2. Submission of a fully completed and signed bid of offer as per the DPW-07</i></b> <b><i>3. Submission of a fully completed and signed DPW-09 (EC): Particulars of Tenderer's Projects</i></b>

3.3. Indicate administrative requirements applicable for this tender. Tenderers may be required to submit the below documents where applicable.

The Employer reserves the right to request further information regarding the undermentioned criteria. Failing to submit further clarification and/or documentation within seven (7) calendar days from request or as specifically indicated, will disqualify the tender offer from further consideration.



1.	<input checked="" type="checkbox"/>	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's.
2.	<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3.	<input checked="" type="checkbox"/>	Submission of (PA-11): Bidder's disclosure
4.	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD).
5.	<input checked="" type="checkbox"/>	All parts of tender documents submitted must be fully completed in ink and signed where required.
6.	<input checked="" type="checkbox"/>	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
7.	<input checked="" type="checkbox"/>	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
8.	<input type="checkbox"/>	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement
9.	<input type="checkbox"/>	Bidders will be evaluated as per special conditions of bid (SCB-1)
10.	<input type="checkbox"/>	Submission of DPW-09 (EC): Particular of Tenderer's Projects: Bidders may use 'own form' - the details of all the tenderers current and previous projects must however be similar to the DPW-09 (EC) forms details. Bidders are required to sign and date the DPW09 / 'own form' and cross-reference the documents if 'own form' is used.
11.	<input type="checkbox"/>	Submission of DPW-21 (EC): Record of addenda to tender documents: Bidder maybe requested to confirm receipt and or compliance with the "Record of Addenda" if the record of Addenda" was not submitted with the bid at the closing date.
12.	<input checked="" type="checkbox"/>	<b>The tenderer must submit a valid, original or certified copy of BBEE certificate / Sworn Affidavit or DTI certificate together with a bidding document at closure.</b>
13.	<input checked="" type="checkbox"/>	<b>1.Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement. 2.Submission of documentation relating to risk assessment criteria as contained in PA-04 item number 7</b>
14.	<input checked="" type="checkbox"/>	<b>1. Bidder must sign declaration for an undertaking of EPWP Participants (Annexure A). 2. In terms of submitting Public Liability Insurance Certificate the bidder must complete and sign the declaration (Annexure B) to agree that in the event that any injury or damage may occur the bidder will be responsible for all legal claims that may arise while on duty during the execution of the bidder's duties on site. 3. Upon request the Bidder will be required to give consent to the Department to verify Trade Test Certificates from Accredited Institutions except those issued by the Department of Employment and Labour 4. The tenderer must provide evidence of their good standing in the relevant category with the Compensation for Occupational Injuries and Diseases Act, 1993. (Letter of Good Standing) 5. Bidder must comply with DPW-21 (EC): Record of Addenda to tender documents, if any</b>

3.4. Indicate administrative requirements applicable for specific goals, Tenderers will not be required to submit the below document if not provided in the original tender proposals, Failure to comply with the criteria stated hereunder shall result in the tenderer not allocated points for specific goals.

1	<input checked="" type="checkbox"/>	Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
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2	<input checked="" type="checkbox"/>	A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Certificate issued by a SANAS accredited service provider
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**5. METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS**

**5.1. For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed below are applicable.**

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE or any entity which is at least 51% owned by black people <b>(Mandatory)</b> .	10	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.</li> </ul>
2.	<p><b>Located</b> in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area <b>(Mandatory)</b>.</p> <p>FEZILE DABI</p>	2	<ul style="list-style-type: none"> <li>Official Municipal Rates Statement which is in the name of the bidder.</li> <li>Or</li> <li>Any Account or statement which is in the name of the Bidder.</li> <li>Or</li> <li>Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> <li>Or</li> <li>Lease Agreement which is in the name of the bidder.</li> </ul>
3.	An EME or QSE or any entity which is at least 51% owned by black women <b>(Mandatory)</b> .	4	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.</li> </ul>
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability <b>(Mandatory)</b> .	2	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or sworn affidavit where applicable. and</li> <li>Medical Certificate indicating that the disability is permanent or</li> <li>South African Social Security Agency (SASSA) registration indicating that the disability is permanent</li> <li>Or</li> <li>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA)</li> </ul>
5.	An EME or QSE or any entity which is at least 51% owned by black youth <b>(Mandatory)</b> .	2	<ul style="list-style-type: none"> <li>ID Copy and SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.</li> </ul>

**6. BID EVALUATION METHOD**

This bid will be evaluated according to the preferential procurement model in the PPPFA and the 80/20 preference point scoring system will be applicable

**7. ELIGIBILITY IN RESPECT OF RISK TO THE EMPLOYER:**

**Standard risk management assessment criteria in respect of tenders received for routine projects in the engineering and construction works environments:**

Tender offers will be evaluated by an Evaluation Committee based on the technical and commercial risk criteria listed hereunder. Each criterion carries the same weight / importance and will be evaluated individually based on reports presented to the Bid Evaluation Committee by the Professional Team appointed on the project. A tender offer will be declared non-responsive and removed from any further evaluation if any one criterion is found to present an unacceptable risk to the Employer.



In order for the evaluation reports to be prepared by the Professional Team, the Tenderer is obliged to provide comprehensive information on form DPW-09 (EC).

Failure to complete the said form will cause the tender to be declared non-responsive and removed from any further consideration. The Employer reserves the right to request additional information over and above that which is provided by the Tenderer on said form. The information must be provided by the Tenderer within the stipulated time as determined by the Bid Evaluation Committee, failing which the tender offer will *mutatis mutandis* be declared non-responsive.

## 7.1 Technical risks:

### Criterion 1: Experience on comparable projects during the past 10 years.

The tendering Service Provider's experience on comparable projects during the past 10 years. The number of current and previous comparable projects performed by the Tenderer as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer will be *mutatis mutandis* declared non-responsive. Aspects to be regarded as "comparable" includes (but may be extended according to circumstances): size of projects (measured against monetary value or other project quantifying parameters), nature of projects (building, engineering, high/low rise, etc.), locality/area of execution (site-specific influences, knowledge of local conditions, etc.), complexity of project, projects for similar client department irrespective of end purpose of buildings/facilities created or in progress of being created and time scales of projects (normal, fast track, etc.) and stage of its/their development.

### Criterion 2: Contractual commitment and quality of performance on comparable projects during the past 10 years.

Adherence to contractual commitments and quality of performance of comparable current and previous projects performed by the Tenderer during the past 10 years as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer be *mutatis mutandis* declared non-responsive.

Aspects to be considered include, but are not limited to the following:

1. The level of progress on current projects in relation to the project programme or, if such is not available/applicable, to the contractual construction period in general;
2. The degree to which previous projects have been completed within the contractual completion periods and/or extensions thereto, and the extend of penalties imposed;
3. Project performance: time management & programming of works, timeous ordering of materials and appointment of subcontractors;
4. Financial management: payment to suppliers and cash flow problems;
5. Quality of workmanship: extent of reworks and timeous attention to remedial works;
6. Personnel resources: suitably qualified and experienced, turnover in site staff and labour force, specifically site manager and foreman;
7. Personnel management: extent of labour disputes and ability to resolving labour disputes amicably;
8. Sub-contractors: extent of turnover in subcontractors, general liaison and payment problems experienced;
9. Contract administration: contractual aspects such as complying to laws and regulations, insurances, security, submission of required documentation timeously, reaction to written contract instructions, appointments of subcontractors, etc. as can generally be expected in standard/normal conditions of contract.
10. Health & Safety: adherence to regulations and compliance, and number of transgressions & serious incidents.
11. Plant & equipment: sufficient resources on site and in time.
12. Delays: extent of causing delays, submission of claims timeously, and abuse of or exaggerated delay claims.
13. Final account: extent to which the contractor assisted in finalising the final account.

**Criterion 3: Suitably qualified and appropriately experienced human resources**

Allocation of suitably qualified and appropriately experienced human resources, both in respect of principals and/or other staff (contract manager, site agent, site foreman including other professional, technical and/or administrative) of the tendering Service Provider to the project, as proof that the tendering Service Provider will be able to react/respond appropriately to the Services required herein. The Company Organogram with CV's and certified ID's of all principals and employed workforce as well as proof of Professional Registration will be verified. Current and future workload of the tenderer in relation to capacity and capability will also be considered. The tenderer should demonstrate that he or she possesses the necessary professional and technical qualifications and -competence in relation to the scope of work and work to be undertaken.

**Criterion 4: Attendance of compulsory bid clarification meeting, if applicable**

If applicable, submission of confirmation of DPW-16.1 (PSB) attendance of compulsory bid clarification meeting or proof of attending the compulsory virtual meeting by a suitably qualified and experienced representative of the tenderer in terms of PA-04 (EC): Notice and Invitation to Tender.

**7.2 Commercial risks:**

The financial viability assessment evaluates the risk over the life of the construction period, as to whether the tenderer will be able to deliver the goods and services which are specified in the contract and / or be able to fulfil guarantees or warranties provided for in the contract in order to complete the project successfully for the amount tendered.

Aspects to be considered include but are not limited to, the respective rates tendered, bank rating, financial capability and capacity whether the tenderer has or has access to sufficient financial resources to deliver the goods or services described in the tender documentation (including fulfilling any guarantees or warranty claims), whether the tenderer is not subject to any current or impending legal action (either formal proceedings or notification of legal action) which could impact on the financial standing of the tenderer or the delivery of the goods or services, financial report from auditors as proof of current liquidity, and company or any parent company or investor guarantee/s and financial statements.

**8. CONTRACT PARTICIPATION GOAL TARGETS AND CIDB B.U.I.L.D. PROGRAMME**

The contractor shall achieve in the performance of the contract the following Contract Participation Goals (CPGs) as described in PG-01.2 (EC): Scope of Work and PG-02.2 (EC): Pricing Assumptions and in accordance with the feasibility study, which forms part of the specifications in the CPG Section of the Specification of this contract.

(a)	Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	<b>Not applicable</b>
(b)	Minimum Targeted Local Building Material Suppliers Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	<b>Not applicable</b>
(c)	Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	<b>Not applicable</b>



(d)	<b>CIDB BUILD Programme:</b> Minimum Targeted Enterprise Development Contract Participation Goal in accordance with the cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	<b>Not applicable</b>
(e)	<b>cidb BUILD Programme:</b> Minimum Targeted Contract Skills Development Goal in accordance with the cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 43495 of 3 July 2020, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	<b>Not applicable</b>
(f)	DPWI National Youth Service training and development programme (NYS) – Condition of Contract.	<b>Not applicable</b>
(g)	Labour Intensive Works – Condition of Contract.	<b>Not applicable</b>

## 9. COLLECTION OF TENDER DOCUMENTS

Bid documents are available for free download on e-Tender portal [www.etenders.gov.za](http://www.etenders.gov.za)

Alternatively; Bid documents may be collected during working hours at the following address NDPWI, ~~Eben Danges Building, Cnr Robert and Hancock street, Gqeberha, 6056.~~ 18 PRESIDENT BRAND, BEN, 9300  
A non-refundable bid deposit of R 200.00 is payable (cash only) on collection of the bid documents.

## 10. SITE INSPECTION MEETING

**Details of Bid Briefing meeting (if any)**

There will be no bid briefing meeting.

<b>Venue:</b>	N/A		
<b>Virtual meeting link:</b>	N/A		
<b>Date:</b>	<i>Date of Bid Briefing (if any)</i> N/A	<b>Starting time:</b>	<i>Time of Bid Briefing (if any)</i> N/A

## 11. ENQUIRIES

11.1 Technical enquiries may be addressed to:

<b>DPWI Project Manager</b>	<b>Wayne Hurst</b>	<b>Telephone no:</b>	<b>041 408 7352</b>
<b>Cellular phone no</b>	<b>0823142014</b>	<b>Fax no:</b>	<b>N/A</b>
<b>E-mail</b>	<a href="mailto:wayne.hurst@dpw.gov.za">wayne.hurst@dpw.gov.za</a>		

11.2 SCM enquiries may be addressed to:

<b>SCM Official</b>	<b>Donald Likojang</b>	<b>Telephone no:</b>	<b>051 408 7505</b>
<b>Cellular phone no</b>	<b>N/A</b>	<b>Fax no:</b>	<b>N/A</b>
<b>E-mail</b>	<a href="mailto:Donald.Likojang@dpw.gov.za">Donald.Likojang@dpw.gov.za</a>		



## 12. DEPOSIT / RETURN OF TENDER DOCUMENTS

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

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

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

**Closing Date: Tuesday, 07 April 2026**

**Closing Time: 11H00**

<b>Tender documents may be posted to:</b> The Director-General Department of Public Works and Infrastructure Private Bag X 20605 Bloemfontein 9300 Documents must be deposited in The Bid Box before the closing date of the bid	<b>OR</b>	<b>Deposited in the tender box at:</b> 18 President Brand Street Department of Public Works & Infrastructure Bloemfontein 9300
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**EVALUATION ON FUNCTIONALITY**

Functionality Criteria	Weighting Factor
<p><b>1. Work experience in Maintenance, Service and Repairs of Standby Generator.</b></p> <p>* Bidder must submit a list of complete projects, providing a descriptive list of completed Maintenance, Service &amp; repairs projects with their reference in the past ten (10) years, being executed with a project value of R 450 001.00 or higher per project. Bidder to provide appointment letters and final completion certificate confirming project name, project location, contract value, project period, date of appointment, date of completion and contact details of employer.</p> <p>5 and more successfully completed projects in Maintenance,Service &amp; Repairs (Score 5)  4 X successfully completed projects in Maintenance,Service &amp; Repairs (Score 4)  3 X successfully completed projects in Maintenance,Service &amp; Repairs (Score 3)  2 X successfully completed projects in Maintenance,Service &amp; Repairs (Score 2)  1 X successfully completed project in Maintenance,Service &amp; Repairs (Score 1)</p>	<b>30</b>
<p><b>2. Labour: Qualified Artisan</b></p> <p>Bidders must attach certified copies not older than six months from date of closure of this bid document of an original Identity document and the following qualifications Electrical and Diesel Mechanic or Millwright Artisan (Trade Test) Certificate:</p> <p>5 and more qualified Artisans-Electrcal and Diesel Mechanic or Millwright (Score 5)  4 X qualified Artisans-Electrcal and Diesel Mechanic or Millwright (Score 4)  3 X qualified Artisans-Electrcal and Diesel Mechanic or Millwright (Score 3)  2 X qualified Artisans-Electrcal and Diesel Mechanic or Millwright (Score 2)  1 X qualified Artisan-Electrcal and Diesel Mechanic or Millwright (Score 1)</p>	<b>25</b>
<p><b>3. Labour: Artisan Aid</b></p> <p>Artisan Aid: Grade 8-12 (Bidder must attached detailed Curriculum Vitae and Certified copies not older than six months of closure of this bid document of Identity document):</p> <p>3 and more Artisan Aid (Score 5)  2 X Artisan Aid (Score 3)  1 X Artisan Aid (Score 2)  Commitment to appiont Artisan Aid (Score 1)</p>	<b>10</b>
<p><b>4. Transport: Light duty Vehicle for transport and carry materials to attend complaints on site</b></p> <p>Bidder must submit proof of vehicle registration with bidder as the owner or Company's:</p> <p>4 X Light duty vehicles (Score 5)  3 X Light duty vehicles (Score 4)  2 X Light duty Vehicles (Score 3)  1 X Light duty Vehicle (Score 2)</p>	<b>20</b>
<p><b>5. Finances</b></p> <p>Bidder must submit Bank rating letter with stamped bank confirmation letter:</p> <p>Bank Rating of A (Score 5)  Bank Rating of B (Score 4)  Bank Rating of C (Score 3)</p>	<b>15</b>
<b>Total</b>	<b>100</b>
<b>Minimum Functionality score to qualify for further evaluation</b>	<b>50</b>

## DPW-07: FORM OF OFFER AND ACCEPTANCE

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

**Bid no: BL26/005**

**Bid/ Project Description: FEZILE DABI DISTRICT: 36 MONTHS PREVENTATIVE MAINTENANCE, SERVICE AND REPAIR OF STANDBY GENERATOR**

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 responsibilities of the Service Provider 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 (All applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies) IS:**

<b>Rand (in words):</b>	
<b>Rand in figures:</b>	R

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

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

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

<p>Company or Close Corporation:</p> <p>.....</p> <p>.....</p> <p>And: Whose Registration Number is:</p> <p>.....</p> <p>And: Whose Income Tax Reference Number is:</p> <p>.....</p> <p>CSD supplier number: .....</p>	OR	<p>Natural Person or Partnership:</p> <p>.....</p> <p>.....</p> <p>Whose Identity Number(s) is/are:</p> <p>.....</p> <p>Whose Income Tax Reference Number is/are:</p> <p>.....</p> <p>CSD supplier number: .....</p>
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**AND WHO IS (if applicable):**

Trading under the name and style of: .....

**AND WHO IS:**

<p>Represented herein, and who is duly authorised to do so, by:</p> <p>Mr/Mrs/Ms: .....</p> <p>In his/her capacity as:</p> <p>.....</p>	<p><b>Note:</b></p> <p><b>A Resolution / Power of Attorney, signed by all the Directors / Member / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.</b></p>
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**Bid No: BL26/005**

**Bid/ Project Description: FEZILE DABI DISTRICT: 36 MONTHS PREVENTATIVE MAINTENANCE, SERVICE AND REPAIR OF STANDBY GENERATOR**

**SIGNED FOR THE TENDERER:**

Name of representative	Signature	Date

**WITNESSED BY:**

Name of witness	Signature	Date

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

The official documents .....

The official alternative .....

Own alternative (only if documentation makes provision therefore)

**SECURITY OFFERED: (Not required for this quotation/ bid)**

The Service Provider will provide one of the following forms of security:

- (1) Cash deposit of 2.5% of the Contract Sum (excl. VAT) Yes  No
- (2) Variable guarantee of 2.5% of the Contract Sum (excl. VAT) (DPW-10.5: FM) Yes  No
- (3) Retention of 2.5% of the Contract Sum (excl. VAT) Yes  No
- (4) 1.25% cash deposit and 1.25% retention of the Contract Sum (excl. VAT) Yes  No

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

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

.....

**Other Contact Details of the Tenderer are:**

Telephone No..... Cellular Phone No. ....

Fax No. ....

Postal address.....

Banker ..... Branch.....

Bank Account No. .... Branch Code .....

Registration No of Tenderer at Department of Labour.....

**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 Service Provider 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.

**Bid No: BL26/005**

**Bid/ Project Description: FEZILE DABI DISTRICT: 36 MONTHS PREVENTATIVE MAINTENANCE, SERVICE AND REPAIR OF STANDBY GENERATOR**

**The terms of the contract, are contained in:**

- Part 1 Agreements and contract data, (which includes this agreement)
- Part 2 Pricing data
- Part 3 Scope of work.
- Part 4 Site information

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

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

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

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

**For the Employer:**

Name of signatory	Signature	Date

<b>Name of Organisation:</b>	Department of Public Works
<b>Address of Organisation:</b>	

**WITNESSED BY:**

Name of witness	Signature	Date

**SCHEDULE OF DEVIATIONS**

**Bid no: BL26/005**

**Bid/ Project Description: FEZILE DABI DISTRICT: 36 MONTHS PREVENTATIVE MAINTENANCE, SERVICE AND REPAIR OF STANDBY GENERATOR**

<b>1.1.1. Subject:</b>
<b>Detail:</b>
<b>1.1.2. Subject:</b>
<b>Detail:</b>
<b>1.1.3. Subject:</b>
<b>Detail:</b>
<b>1.1.4. Subject:</b>
<b>Detail:</b>
<b>1.1.5. Subject:</b>
<b>Detail:</b>
<b>1.1.6. Subject:</b>
<b>Detail:</b>

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

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

## TERMS OF REFERENCE/ SPECIFICATIONS

**Bid no: BL26/005**

**Bid/ Project Description: FEZILE DABI DISTRICT: 36 MONTHS PREVENTATIVE MAINTENANCE, SERVICE AND REPAIR OF STANDBY GENERATOR**

### SPECIAL CONDITIONS OF CONTRACT (SCC)

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1. SCOPE OF CONTRACT
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24. COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT (COIDA)
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26. SCOPE OF WORKS AND DETAIL OF AREA.....



## SCOPE OF CONTRACT

- 1.1. This contract caters for **PREVENTATIVE MAINTENANCE OF STANDBY GENERATORS AT FEZILE DABI DISTRICT**, run by National Department of Public Works and Infrastructure (NDPW&I), Bloemfontein Regional Office, for a period of thirty-six (36) months.
- 1.2. List of facilities applicable to this contract will be found in the bill of quantity of the tender document under scope of works.
- 1.3. The principle of this contract shall be that, on average, all the equipment will be serviced and maintained on a regular basis as specified in the **SCOPE OF WORK**.
- 1.4. There are no P&Gs in this term contract.
- 1.5. The contractor shall liaise with the designated official of the National Department of Public Works (NDPW&I); regarding his intended visit of the facilities to perform the maintenance tasks as specified in the **BILL OF QUANTITY**.
- 1.6. The contractor must register on the Client Department register whenever he/she worked on the system. This register will serve as a proof of attendance to the site whenever required. Therefore, the contractor must submit proof of attendance register signed by both the contractor and the Client Department; be attached to the invoice.
- 1.7. **As this is day to day maintenance, the final offer of the acceptable contractor is therefore an estimate and will vary meaning that the collective/total pay-outs at the end of the three years, it may exceed or be less than the offered amount on the term contract.**
- 1.8. National Department of Public Works and Infrastructure (NDPW&I) Regional Office Bloemfontein cannot be held accountable should the collective/total pay-outs at the end of the term contract be less than the form of offer of acceptance.
- 1.9. **All the quantities in this tender document are provisional and inserted in order to obtain competitive tenders. The National Department of Public Works and Infrastructure (NDPW&I) Regional Office Bloemfontein, reserves the right to increase or decrease quantities and exclude equipments during the progress of the contract and such increase or decrease shall not alter the rates for any item.**
- 1.10. The contractor will be expected to attend to the equipment that are not mentioned or included in item 1.11 below, if requested so by the designated official of the National Department of Public Works. **Rates shall be similar and comparable to those tendered in the bill of quantities.**
- 1.11. Particulars of the Equipment to be serviced/maintained:

**No**

1.Standby Generator

## THE TENDER

- 2.1. The tenderer shall, before submitting his/her tender, check the numbers of the pages and should any be missing or duplicated, or the reproduction be indistinct, or if any doubt exists as to the full intent of meaning of any description, or this tender contains any obvious errors, the tenderer shall obtain a directive in writing from the National Department of Public Works (NDPW) Regional Office Bloemfontein.
- 2.2. The text of this tender and other document as prepared by the National Department of Public Works (NDPW) Regional Office Bloemfontein will be adhered to and no alteration, erasure, omission or addition thereto by the tenderer will be recognised. No alternative offer will be accepted.

## DOCUMENTS

- 3.1. Should there be any contradiction between these, the Special Conditions of Contract and the General Conditions of Contract (PA 10 (FM)), then the **Special Conditions of Contract** shall normally take precedence. However, the contradiction must be brought to the attention of the designated official of National Department of Public Works Regional Office Bloemfontein for clarification and a final ruling.
- 3.2. The following documents are deemed to form part of this tender and the contractor must ensure compliance:
  - a. The Code of Practice for the application of the National Building Regulations (SANS 10400)
  - b. Occupational Health and Safety Act, 1993 (Act 85 of 1993).
  - c. Machinery and Occupational Safety Act No. 6 of 1983.
  - d. Municipal By-laws and any special requirements of the local Authority.
  - e. General Conditions of Contract Facilities Management (PA 10 (FM) GCC 2010).
  - f. Special Conditions of Contract.
  - g. State Tender Board General Conditions and Procedures (ST 36).
  - h. Health and Safety Specifications.

**N.B.:** *The tenderer must study these documents and acquaint him/herself with the contents thereof as no claims in this regard will be entertained.*

*The above-mentioned documents are available from the office of the **Regional Manager, 18 President Brand Street, Bloemfontein, 9300.***

## CONTRACT PERIOD

- 4.1. This contract will be valid for a period of thirty-six (36) months, commencing from the date of the letter of acceptance of the tender.

## SERVICES APPLICABLE TO THIS TENDER

- 5.1. This tender involves maintenance of **STANDBY GENERATORS** equipment which needs to operate properly and which falls under the control of the National Department of Public Works and Infrastructure Regional Office Bloemfontein.
- 5.2. Upgrading of equipment and/or additions of any nature whatsoever are excluded in this tender.
- 5.3. The National Department of Public Works and Infrastructure reserves the right to enter into new contracts for major Repairs and Renovations and New Works in any complex or building covered in the area of this contract, which will then exclude day to day maintenance for the duration of this new contract.
- 5.4. Work undertaken under this contract, shall comply with the requirements described in the **MECHANICAL AND ELECTRICAL MAINTENANCE SPECIFICATION.**

## MANAGEMENT

- 6.1. The contractor undertakes to:
- a. Arrange with the relevant Client Department regarding access to the premises in order to execute the required work;
  - b. Take adequate precautions to prevent damage to structures, buildings, fittings and furnishing inside the premises and elsewhere on site;
  - c. **ACCEPT THE LIABILITY TO ANY INCIDENTS THAT MAY OCCUR ON THE EQUIPMENT BEEN ATTENDED TO. SHE/HE WILL BE LIABLE FOR ALL THE COSTS. THE CONTRACTOR MUST REFER TO CLAUSE 11 OF PA-10 (FM).**
  - d. Accept liability and to indemnify the National Department of Public Works and Infrastructure against any claims whatsoever arising from his conduct and/or the conduct of his employees;
  - e. Safeguard all his employees in accordance with the regulations of the Unemployment Insurance Act 1966, (Act No. 30 of 1966) and any amendments thereof;
  - f. Comply with all By-laws and requirements of the local authority;
  - g. Provide appropriately qualified technicians and personnel to carry out any mechanical and electrical works, also on week-ends and public holidays.

## CONTRACTOR'S ABILITY

- 7.1 The work is to be carried out by competent technicians/artisans, all in accordance with the Basic Conditions of Employment Act (Act No. 3 of 1983) with Regulations and Occupational Health and Safety (Act 85/1993).
- 7.2 Tenderers are to note, that the equipment to be serviced/maintained/repared under this contract are all of the most strategic importance to the National Department of Public Works and full proof of the tenderer's ability to satisfactorily perform that specified services will be required. To this end, tenderer's premises will be inspected for tools, equipment and general good management before tenders are awarded.
- 7.3 Of particular importance also, is the location of the contractor's premises related to the facilities to be serviced/maintained/repared, because travelling time may become an issue under certain circumstances. Therefore, the contractor's premises must be local and near the facilities to be serviced/maintained/repared to avoid any delays.
- 7.4 **THE TENDERERS MUST SUBMIT COMPANY PROFILE, CERTIFICATES OF QUALIFICATIONS, APPRENTICESHIP AS WELL AS EXPERIENCE FOR EACH TECHNICIAN/ARTISAN EMPLOYED FOR EVALUATION PURPOSES BY THIS DEPARTMENT. BY NOT COMPLYING WITH THIS CLAUSE CAN LEAD TO DISQUALIFICATION OF THE TENDER.**
- 7.5 **Tenderers will also have to satisfy the National Department of Public Works and Infrastructure that:**
- (a) Their ability to obtain parts without delay for the equipment that may be required.
  - (b) Their mechanics/technicians are properly qualified to carry out the specified servicing/maintenance/repairs to the equipment contemplated under this contract.



- (c) Their technicians doing the electrical services are fully qualified electricians, and have knowledge of H.V. and L.V. switching in order to test the equipment on load.
- (d) Their technicians have knowledge of electronics and the operation sequence of automatic panels as well as the protection interlocks on the alternators. **Drawings of the circuits are not available.**
- (e) Their technicians are fully conversant with the working of various mechanical and electrical equipment as well as protection devices and able to carry out minor and major repairs on site.
- (f) They will use competent trained staff directly employed and supervised by themselves and shall take all the necessary steps to maintain the installations and keep it in perfect working condition for the full period of this Service Maintenance and Repair contract.
- (g) **All electrical work shall be carried out by, or under the supervision of a Three Phase Licensed Electrician only**, and all work done shall comply with the Standard Wiring Regulations, SANS 0142,
- (h) as well as the National Department of Public Works' Standard Specification for Electrical Equipment and The Occupational Health and Safety Act (Act No 85 of 1993)

## MATERIAL OF EQUAL QUALITY

- 8.1 Replacement parts, spares and materials used must be of equal specification to the component that is being replaced and must where possible carry the SABS OR SANS mark of approval. If such equivalent component is not available, then the alternative component must be approved by the designated official of the National Department of Public Works Regional Office Bloemfontein, prior to installation.
- 8.2 The serial numbers of original and new components or appliances such as compressors, motors, etc. shall be entered on job cards and invoices presented for payment. The guarantee cards and O&M manuals for new items must also be attached to job cards.
- 8.3 Defective parts must be handed to the responsible Client Department on site. During the handover of defective parts both the contractor and the Client Department must sign the handover agreement.

## PRICES

- 9.1 All prices quoted by the tenderer for items in this document must include for additional costs, if any, that may occur as a result of these "Special Conditions" as well as for the supply of all tools, spares, miscellaneous such as ladders, scaffolding etc. and all expendable/consumables material such as oil, grease and cleaning material etc., necessary for the proper execution of maintenance, servicing and repair work, and everything necessary for the proper performance of the work as well as for operation of the plant.
- 9.2 All minor and incidental repairs such as replacement of nuts, bolts, washers, self-tapping screws, pop rivets, fixing of loose electrical wires, cleaning off dirt and cobwebs from equipment, etc. shall form part of service. The contractor shall allow for such repairs, (material, labour overheads, administration cost, profit etc.), in his price for servicing and for his operation.

## TARIFFS (UNIT RATES)

- 10.1 Each item in the bill of quantities as listed must be priced. **"NO COST", "R0.00", "FREE", "N/A" OR UNFAIR OR UNREASONABLE TARIFFS (UNIT RATES)** shall not be accepted and this may lead to disqualification of the tender.
- 10.2 The National Department of Public Works reserves the right to adjust rates in agreement with the contractor, before awarding the contract.

## SCHEDULED MAINTENANCE SERVICES RATES

- 11.1 The **UNIT PRICE** tendered for in the bill of quantities item 2 shall **INCLUDE** the below mentioned in 11.2, 11.3 and 11.4.
- 11.2 **All consumable material such as oil, grease, hacksaw blades, welding rod and material for all other forms of welding, insulation tapes, cleaning materials and chemicals etc, as well as servicing parts together with mark-up necessary for proper scheduled maintenance services must be inclusive in the unit price. No claims for the consumables shall be accepted.**
- 11.3 **Labour rates** shall be deemed to include statutory minimum labour rates for artisans and assistants, as well as overheads such as contribution to bonus, holiday, pension and medical funds, etc.
- 11.4 **Transport rates** shall be inclusive on scheduled items on BOQ

## FIXED RATES CONTRACT and sub-contracting

- 12.1 This term contract is a fixed rate contract and no adjustments shall be made for any increases or decreases of rates for the duration of Thirty six (36) months period.
- 12.2 Should the contractor wish to make use of sub-contractors, he shall apply to the designated official of National Department of Public Works Regional Office Bloemfontein for a written approval before making use of their services.
- 12.3 The National Department of Public Works, Bloemfontein Regional Office shall not accept the invoice from the sub-contractor.

## JOB CARDS

- 13.1 The contractor must obtain National Department of Public Works Job Card from the designated official of the National Department of Public Works Regional Office Bloemfontein at the commencement of this contract.
- 13.2 The Job Card must be completed legibly in ink after completion of each service. The contractor must submit completed job card with valid tender number, together with the invoice, whenever work is done. **It should be noted that no work will be paid without a completed job card and tax invoice.**
- 13.3 The unit rates for items on the Job Card must be cross referenced to the applicable rates for similar items in the tender document by means of the page and item numbers e.g. (bill of quantities page 1, item 1.1).

## OFFICIAL ORDER FORM

- 14.1 An official order number will be issued for each individual service and no work shall commence without such number.

## PAYMENT

- 15.1 Invoices for services rendered, must be accompanied by the following:
- Completed Job Card.
  - Proof of attendance register (signed by the relevant official of Client Department and the contractor).
  - Schedule report whenever scheduled maintenance services are applicable.



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

**Note: It should be noted that no work will be paid if the above mentioned documents stated in clause 15.1a to 15.1c are not attached to the invoice.**

## 15.2 CALCULATION OF PENALTIES

Penalties applicable to each stage and/or phase of the project to be stipulated in the Contract Data applicable to the project [DPW04 (EC) JBCC Contract Data or DPW05 (EC) GCC Contract Data].

### 15.2.1 CALCULATION OF PENALTY PER DAY (EXCLUDING VAT)

The table below to be used as a guide to determine penalties.

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

### 15.2.2 PENALTY PER DAY ROUNDED OFF AS FOLLOWS:

R 0 – R 500	nearest	R 5
R 501 – R 1 000	nearest	R 10
R 1 001 – R 5 000	nearest	R 50
R 5 001 and above	nearest	R 100

### 15.2.3 EXAMPLE

Estimated contract value	=	R2 500 000 (excluding VAT)
Construction period	=	12 months
	=	R2 500 000 X $\frac{0.0275}{100}$
	=	R687-50/day
Therefore rounded off to the nearest R10-00	=	R690-00/day

### RUBBLE AND WASTE

16.1 All rubble and waste arising from the work must be removed. The site and buildings must be left clean and tidy.

### 16.2 ACCESS CARDS TO SECURITY AREAS

- 17.1 Should the work fall within a security area, the contractor may obtain access for his employees who work within such an area from S.A. National Defence Force, S.A. Police Services, Department of Correctional Services and any other Department.
- 17.2 The contractor must comply with any regulations or instructions issued from time to time, concerning the safety of persons and property, by the S.A. National Defence Force, S.A. Police Services, Department of Correctional Services and any other Department.

### SECURITY CHECK ON PERSONNEL

- 18.1 The Department or the Chief of the S.A. National Defence Force, or the Commissioner of the SA Police Services, or any other Department, may require the contractor to have his personnel or a certain number of them, security classified.
- 18.2 In the event of either the Department, the Chief of S.A. National Defence Force or the Commissioner of the S.A. Police Services, or any other 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 to any documents or information relating to the work.

### CONTRACTOR AND CLIENT DEPARTMENT SHALL NOT NEGOTIATE; DISPUTES

- 19.1 The contractor and the Client Department, on whose behalf the work is being done, are not permitted to enter into negotiations with regard to any matter whatsoever relating to the rates and conditions of the contract.

### GUARANTEE AND MANUALS

- 20.1 The contractor must give **three (03) months written guarantee** on workmanship. The guarantee will commence immediately from the date of certification of work done.
- 20.2 The contractor must give **one (01) year written guarantee** on all new components and also obtain the relevant Operational & Maintenance manuals from the supplier. Should the contractor install any equipment which offers manufacturers guarantee in excess of the 12 months referred to above, shall be responsible



20.3 for liaising with the manufacturer/supplier for the repair/replacement thereof (in the event of faulty equipment) at no extra cost to the National Department of Public Works.

## WORK PROGRAM FOR SCHEDULED MAINTENANCE SERVICES

- 21.1 The first site visit will come in the form of a request/logged complaint from the client, an inspection should be conducted by the contractor who has been awarded the term contract, and the report must be submitted as mentioned in item 25.2 below.
- 21.2 The contractor shall within 60 days from commencement date, submit to the designated official of the National Department of Public Works a detailed work program for the execution of Scheduled Maintenance Services as stated in the Mechanical Maintenance Specifications, listing each equipment name/model and capacity, its location and recommended dates of future maintenance services.

## REPORTS & CHECK LISTS

- 22.1 The check list for the maintenance to the installations is contained in the Mechanical Maintenance Specification (MMS). On each visit to an installation the contractor must attend to all the items listed in the check list.

## SECURITY CLEARANCE

- 23.1 In compliance with the Department's Internal Security Policy drafted in terms of the Minimum Information Security Standards (MISS) and other security legislation, no service provider shall render any service to the National Department of Public Works without the necessary security clearance.
- 23.2 Bidders will thus be subjected to and must pass a Security Clearance check undertaken by the National Department of Public Works prior to the award of bids.
- 23.3 The National Department of Public Works reserves the right to terminate a quote should the bidder fail to pass the Security Clearance check.

## COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT (COIDA)

- 24.1 In compliance with the Compensation for Occupational Injuries and Diseases Act (COIDA), site handover to the successful bidder will only take place once he/she has provided a valid "Proof of Registration" or "letter of Good Standing" issued by the Compensation Commissioner, clearly specifying the nature of business which must be within the relevant category.

## COMPLIANCE with occupational Health and safety act number 85 of 1993

- 25.1 The contractor must ensure compliance with health and safety act no. 85 of 1993.
- 25.2 It is expected that the contractor submit the Health and Safety file before the commencement of the work, within 21 working days after the award. The file will be verified and approved by the National Department of Public Works Health and Safety officer.
- 25.3 The contractor will then submit the invoice for the file once it is approved. The contractor will be paid the tendered amount as stated in item 12 of bill of quantities.
- 25.4 It should be noted that no work will be paid without the hereof mentioned documents. It should be noted that the tender amount in item 12 of bill of quantity will be a once off payment.



- 25.5 It should be noted that the tendered amount in item 1.2 of bill of quantities **will not be paid as once off**. It will be paid whenever the contractor claim for any activity done under Health and Safety. The amount will be paid per claim as per the tender amount in item 1.2 of bill of quantities.
- 25.6 The contractor must submit his/her invoice together with a completed job card with valid tender number, complaint number written on it, Proof of attendance register (signed by both candidates who attended the training, the contractor and the trainer) whenever Health and Safety induction and/or training is conducted. It should be noted that no work will be paid without the hereof mentioned documents.
- 25.7 The contractor must submit his/her invoice together with a completed job card with valid tender number, complaint number written on it, material invoices of suppliers whenever Health and Safety material/equipment is been bought. It should be noted that no work will be paid without the hereof mentioned documents.

## **26 SCOPE OF WORKS-MATENANCE DETAILS:**

### **26.1. GENERAL INFORMATION:**

This detail document makes provision for the detail inspection of a number of emergency generator sets and or an un-interrupted power supply (UPS) unit.

The aim of the first inspection of the emergency generator sets and UPS units will be to compile all the available data of the emergency generator unit (Supplier of the generator and engine, etc., as listed elsewhere in the document) and UPS units.

The area referred to are existing installations in a radius of 100km in and around main city centres in the Free State.

The contract period will be thirty six (36) months and may be extended for a period of another twelve (12) months.

### **26.2 GENERAL SCOPE OF WORK:**

**This document makes provision for:**

#### **EMERGENCY GENERATOR SETS**

26.2.1 Compiling all the data obtained from each of the emergency generator sets (alternator and diesel engine) which were defined by the representative of the Department of Public Works.

26.2.2 Each of the generator sets (small, medium and large sets) must be inspected and serviced every six (6) month for the duration of the thirty six (36) months contract period.

26.2.3 The check list of each of the emergency generator sets must be completed and it must be countersigned by the representative of the user department after the completion of the six (6) monthly site visits.

26.2.4 Check each of the batteries during the six (6) monthly visits and if required replace faulty batteries with the new batteries.

26.2.5 The required test runs (with dummy loads – 6 months and or full load installation every six (6) months must be done as specified.

26.2.6 The emergency generator contractor must inform the Department of Public Works representative when a mechanical contractor is required to do maintenance on the diesel engine driving the alternator unit. The emergency generator contractor must call for quotations from specialist mechanical contractors capable to repair the diesel engine. The quotations must be handed to the representative of the Department of Public Works, for his attention and action.



The emergency generator contractor will not be allowed to do any repair work on the diesel engines of the emergency generators.

26.2.7 Cleaning of the emergency generator room

26.2.8 Checking all oil and water levels.

26.2.9 Remove condensate water in fuel lines.

26.2.10 Check operation of change-over control panels and check the conditioning of the equipment.

26.2.11 Test and servicing the battery chargers with each emergency generator set.

26.2.12 Prepare a list of reparations required on the building as specified.

26.2.13 All of the inspection reports must be forwarded to the representative of the Department of Public Works after completion of the specified work.

26.2.14 Service genset entails:

26.2.14.1 Fuel system: servicing and repair fuel pump, injector pipe, injection pump and replace fuel filters

26.2.14.2 Lubrication services: Replace oil filter and check oil level, water oil pump, and diesel level.

26.2.14.3 Safety harness: supply and install safety harness for the gen-set (e.g low water level, low fuel level, over-heating indicator, service indicator, low/battery failure indicator)

26.2.14.4 Electrical system: service and repair control panel relays, switches, contactors, start and stop button, cables, alternator, automatic voltage regulator (ARV) and starter motor ( ensure that gen-set has manual self start mode/test mode+automatic mode)

26.2.14.5 Mechanical system: service and repair all mechanical faults on engine and seal leakages

26.2.14.6 Cooling system: service and repair open and sealed systems, radiator, overheating, water pump, pressure cap, and replace paper element air cleaner

26.2.14.7 instrument: service and repair oil pressure gauge, amp meter, battery charger and fuel gauge and clean the gen-set engine plus room

26.2.14.8 Replace generator battery and ensure that the generator is in good working condition after completion of work.

### 26.3. GENERAL:

26.3.1 The emergency generator specialist contractor MUST PROVIDE proof of experience to maintaining the latest electronic control devices built into some of the control panels of the emergency generators as well the conventional change-over panels consist of mechanical/electrical connected contactors, etc.

26.3.2 The successful emergency generator specialist contractor must note that his reaction time per emergency generator unit is limited, depending on the type of installation which the emergency generator unit serves.

Note that there are emergency generator installations of which response time is very critical. If the emergency generator specialist contractor is not in the position to react on an instruction within the response time frame, then may it happen that penalties can be applied.



The emergency generator specialist contractor must take note that the supply, delivery and fill-up of the diesel tank is the responsibility of the user department.

#### **26.4. SITE VISITS**

The emergency generator specialist contractor and his work team must with every site visit get approval from the representative of the user department before entering the emergency generator room to execute the specified maintenance work.

#### **NOTE:**

**The representative of the user-department must counter sign the documentation which must be handed in at the Department of Public Works office for record and payment purposes.**

**Not complying to the above may have the effect that the emergency generator contractor's payments cannot be processed for payment.**

#### **26.5. EXECUTION OF REPAIRS**

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

##### **26.5.1 An Emergency:**

Such as loss of power to a portion of an institution or a total power failure, not attributable to a supply authority power failure. Such an emergency must be attended to within minimum delay and in any event within 2 hours of receipt of the call.

##### **26.5.2 All other repair-replacement:**

Shall be attended to on the same day of the call, provided the call is received before 12:00. Otherwise the call must be attended to the following day.

If the contractor fails to respond within the time limits 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.

#### **26.6. REPLACED ITEMS**

Rates for items described to be replaced, must allow for fault finding, the removal of the existing defective item or part, setting aside and storing thereof in the space/store-room indicated by the user department, and for supplying and fixing of the new items. The items removed remain the property of this department.

#### **26.7. THE CONTRACTOR AND USER DEPARTMENT SHALL NOT NEGOTIATE**

The contractor and the user department on whose behalf the work is being done are not permitted to enter into negotiations with regard to any matter whatsoever relating to the rates and conditions of the contract.

In the event of any dispute arising out of any matter in connection with the contract, such matters shall be referred by the Department for submission to the State Tender Board, whose decision shall be final. The contractor shall not delay the execution of any work pending such decision.



**26.8.**

**EMERGENCY SERVICES**

Emergency Services after hours may be executed without receipt of an official Complaint number solely on the request of an official of a "user" department. The contractor must however, ensure that the official of the "user" department signs the Job Card. The contractor must also ensure that he obtains the official complaint number form the Department on the following working day. No payment will be made without a complaint number.

**26.9. TRANSPORT AND LABOUR COSTS**

26.9.1 Transport costs shall include travelling time for artisans, assistants and driver, as well as overheads and profit.

26.9.2 Labour rates referred to shall be deemed to include for statutory minimum labour rates, contribution to bonus, holiday, pension and medial funds, etc., as well as any profit.

**26.9.3 N.B.:**

**TRANSPORT COSTS, INCLUDING TRAVELLING TIME, MUST BE ALLOWED IN THE RATES FOR EACH AND EVERY ITEM IN PRICE SCHEDULE, AND IN THE RATES FOR NON-SCHEDULE LABOUR ITEMS. UNDER NO CIRCUMSTANCES WILL TRANSPORT OR TRAVELLING COSTS BE PAID WHERE THIS IS CLAIMED AS A SEPARATE ITEM ON ANY INVOICE RENDERED.**

26.9.4 The specialist contractor must allow in his tender for all required travelling time, travelling cost, inclusive fuel cost and inspection time for the first site inspection which cover the different sites refer to in this document. The representative of the Department of Public Works will physically show the different sites, equipment, etc. to the specialist contractor.

**NOTE:**

**Any errors in the compilation of the Job Cards or accounts discovered at a later stage, shall be rectified and the overpayment recovered by the Department all in accordance with the regulations of clauses 53 (3) of "State Tender Board Conditions and Procedures" form (ST36)**

**26.10. PRICING OF NON-SCHEDULED MATERIALS**

The percentage mark-up on prices by the contractor for non-schedule material shall be as quoted in the Bills of Quantities.

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 invoiced, 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 them be applicable.

**26.11. STATISTIC:**

The emergency generator specialist contractor must compile all information of the emergency generator set installed on a particular site. The information of the generator set must be compiled and confirmed (filled-in) on a checklist prepared for the generator set.

A checklist based on the list elsewhere in the document must be prepared by the emergency generator specialist contractor

All the information of the particular generator set must be filled in on the checklist. The information compiled must be forwarded to the representative of the Department of Public Works.

All reference/serial numbers technical detail provided on the alternator and diesel engine must be filled in the space allowed on the checklist.



**26.12.**

**EMERGENCY GENERATOR INSPECTION PROGRAM.**

The positions of all the emergency generators which form part of this contract will be pointed out to the emergency generator contractor by the Regional office representative, within 21 days of the letter of acceptance of his tender. This tender will entail extensive travelling and the contractor shall bear costs for his own transport and accommodation during this period. The emergency generator contractor shall within 30 days of being shown the complexes submit to the Regional representative a detailed program for the execution of a three (3) monthly maintenance to all generators for the whole of the contract period, listing each generator and its location and fixed dates of maintenance. The emergency generator contractor will be required to keep to the program at all times.

**The emergency contractor must allow in his tender for travelling time and fuel expenses to inspect and the identification of the different sites and the emergency generators indicated by the representative of the Department of Public Works.**

**26.13. SIX MONTHLY SITE VISIT:**

After the first site visit must the site of the emergency generator be visited on a six (6) monthly base until the maintenance contract expires.

Each time after the site six (6) monthly inspection or maintenance) visit, must the authorised representative of the user department counter sign all the copies of the particular checklist.

26.13.1 Enough copies of the checklist must be kept in a file on site in a safe visible place.

26.13.2 Each of the checklists must be complete in triplicate.

**Distribution of the checklist:**

26.13.3 The original copy of the checklist must be attached to the claim for payment.

26.13.4 The first copy must be handed to the representative of the user department for his record.

26.13.5 The second copy of the checklist must be left in the file.

**26.14. ROUTINE / EMERGENCY SITE VISITS**

Six (6) Monthly site visit:

Every time when the site is visit must all the procedures specified below be followed

**26.15.1 Building**

26.15.1.1 Dusting off the equipment

26.15.1.2 Sweep the entire emergency generator room, dust and clean doors, window panes and frames.

26.15.1.3 Clean and oil doors, hinges and door locks.

26.15.1.4 Dust and clean walls, ceilings and cable ducts

26.15.1.5 Check if louvers and vermin proofing are in place or damaged.

26.15.1.6 Check building for water damp or condensation.



**26.15.2 Engine**

- 26.15.2.1 Check if jacket heater is working
- 26.15.2.2 Check all liquid levels (coolant, oil and fuel)
- 26.15.2.3 Check for any radiator leaks
- 26.15.2.4 Check condition of radiator and fuel hoses for leaks
- 26.15.2.5 Check V-belts conditions
- 26.15.2.6 Check water separator and drain
- 26.15.2.7 Check air filter indicator for condition
- 26.15.2.8 Check condition of the engine mounting
- 26.15.2.9 Check exhaust system for leaks and secure fixing bolts
- 26.15.2.10 Check electronic governor

**26.15.3 Control panel and emergency generator**

- 26.15.3.1 Check condition of all control wiring
- 26.15.3.2 Check condition of main wiring/cables
- 26.15.3.3 Check the operation of all indicator lights
- 26.15.3.4 Check if EMERGENCY STOP button is functional

**26.15.4 Batteries and chargers**

- 26.15.4.1 Check if battery charger is on and its is set on 'trickle charge'
- 26.15.4.2 Clean batteries and container/stand and terminals with luke water and dry out.
- 26.15.4.3 Neutralise corrosion with Bicarbonate of soda solution
- 26.15.4.4 Top up all cells with distilled water
- 26.15.4.5 Clean all battery terminals and cover with VASELINE
- 26.15.4.6 Check cells for loose connections and terminals, tighten where necessary
- 26.15.4.7 Check if Amp/Voltmeter and Test Button on charger is operational
- 26.15.4.8 Check indicating lights on charger and replace if necessary.
- 26.15.4.9 The following information on each of the batteries is to be recorded:

BATTERY NUMBER 1

BATTERY NUMBER 2

SERIAL NO:

SERIAL NO:

CELL NO      S.G

CELL NO      S.G.

1

1

2

2



4	4
5	5
6	6

- 26.15.4.10 Check if all circuit breakers are in the 'ON' position
- 26.15.4.11 Check the functioning of all indicator lamps, panel meters, gauges, etc.
- 26.15.4.12 Check for over or under frequency
- 26.15.4.13 Check for over and under voltage
- 26.15.4.14 Check phase rotation, etc.

**26.16. MECHANICAL FAULTS**

If any mechanical fault(s) on the engine may be detected, must the emergency generator contractor inform the representative of the department telephonically as well as in writing. The emergency generator contractor will not do repair mechanical work on the engine.

- 26.16.1 Oil, coolant and fuel spillage must be cleaned.
- 26.16.2 Check status of V-belts, hoses, etc.
- 26.16.3 Checking the following levels of the fuel, oil, coolant level, battery electrode level/sight indicator, etc.

**26.17. MECHANICAL CHECK LIST**

The following items must be attended to:

**26.17.1 General:**

- 26.17.1.1 Check crankcase oil level
- 26.17.1.2 Injector cam box oil
- 26.17.1.3 Diesel tank

**26.17.2 Check function, adjust, tighten and/or lubricate where necessary:**

- 26.17.2.1 Fuel pump timing
- 26.17.2.2 Pump drive
- 26.17.2.3 Oil feed pump
- 26.17.2.4 Excess fuel device
- 26.17.2.5 Governor
- 26.17.2.6 Turbo charger
- 26.17.2.7 Heat exchanger
- 26.17.2.8 Fan bearings



26.17.2.9 Dynamo bearings

- 26.17.2.10 Stop solenoids
- 26.17.2.11 Hand/electrical day tank pump
- 26.17.2.12 Lubricate oil filter element.

**26.17.3 Check for leaks and tighten where necessary:**

- 26.17.3.1 Drain plug
- 26.17.3.2 Oil lines and seals
- 26.17.3.3 Fuel lines and seals
- 26.17.3.4 All packing's

**26.17.4 Check, top up and clean:**

- 26.17.4.1 Air cleaner filter
- 26.17.4.2 Clean fans and oil cooler
- 26.17.4.3 Clean engine
- 26.17.4.4 Clean drip tray where fitted
- 26.17.4.5 Clean day tank and gauge glass
- 26.17.4.6 Check alarms functioning

- Low fuel warning
- Start failure

**26.17.4.7 Check alarm and engine shut down function on:**

- High temperature
- Low oil pressure
- Over speed

**26.18. RECORD READINGS**

The following readings must be recorded in the logbook with every site visit:

Hour meter reading before test run: \_\_\_\_\_

(entering the building)

Maximum demand meter: \_\_\_\_\_ A (Red)  
 \_\_\_\_\_ A (White)  
 \_\_\_\_\_ A (Blue)

Hour meter reading after test run: \_\_\_\_\_

(Half an hour test run)



Maximum demand meter: \_\_\_\_\_ A (Red)

(Before stopping the engine) \_\_\_\_\_ A (White)

\_\_\_\_\_ A (Blue)

**26.19 REPORT ON STATUS OF BUILDING**

The building in which the emergency generator set is installed must be inspected with every six (6) monthly visit.

With every six (6) monthly site visit must the emergency generator contractor inspect the items and prepare a site report mentioning the status of the building.

With the handing-in of the monthly generator set report must a written report be added stating the status of the building items listed below.

**List of items to be inspected:**

26.19.1 Doors, hinges and door locks

26.19.2 Windows including glass, window-sills, guards, etc.

26.19.3 Yard fencing and gates (where applicable)

26.19.4 Walls – any cracks

26.19.5 Roofs - any leaks

26.19.6 Wall mounted fire extinguisher

**26.20. SUNDRIES**

**The following must be attended to after inspections:**

26.20.1 Cable duct covers must cover all of the cable ducts in the emergency generator room.

26.20.2 Ensure that all required warning signs on the outside of the building are to be in position. The signs on the outside must be fixed onto the doors of the emergency generator room. The lettering must be readable and visible and in a good state.

26.20.3 The required Warning and First Aid signs must be fixed onto a wall inside the emergency generator room.

**26.21. TEST RUNS**

With each of the three (3) monthly site visit or when a fault is logged at the Department of Public Works must the emergency generator contractor allow to Test run the unit for a period of at least a half an hour.

During the test run must the proper functioning of all parts, including the electrical gear, protective cut outs, fault indicators, change-over equipment and battery charger be checked, as well as the load on each phase.

**26.22. TEST RUN REPORT**

The following information must be compiled in table format and hand in at the Department of Public Works for record purposes:

Output voltage

Output ampere



Phase ampere 'Red' .....Amp 'White' .....Amp 'Blue' .....Amp

Engine coolant temperature

Engine oil pressure

Engine speed

Hour meter reading Previous month's reading =

Present month's reading (after test run) =

Total hours operational during past month =

**26.23. FULL LOAD TEST RUNS**

Once every three (3) months must the emergency generator contractor test the emergency generator on full load.

Special arrangements must be taken to notify the user department's representative in writing of the full load test during the site visit.

The notice must warn the representative of the user department that the main power supply will be interrupted on a certain date and a certain time.

**26.24. REQUIRED INFORMATION**

The following information of each of the emergency generator set(s) in the building or complex must be compiled and put on record. The information when completed must be handed in writing to the representative of the Department of Public Works.

Unit no Location

(Name of complex or building) Physical address

Engine manufacturer

No of cylinders

Engine serial number

Alternator serial number kVA

Single or Three phase

**26.25 DOOR OR PANEL LOCKS**

The emergency generator contractor must allow for the supply, delivery and installation of the standard available departments door locks and keys, available at locksmiths. All the emergency generator buildings doors as well as panels doors equipped with locking hatches must be locked with the required locks.

**26.26. GENERAL ITEMS TO COMPLETE TARIFFS**

26.26.1 The first 50 kilometres of a trip must be included in the tariffs, there after must the distance be measured from post office to post office.

26.26.2 Tariffs must include the material cost.



26.26.3 Time base labour prices must include all personnel to execute the service.

26.26.4 With non schedule items and large brake downs of instructions must the contractor first submitted quotations to the department that shows the parched/quotation from the supplier and the percentage mark up of the contractor.

### **26.27. DETAIL OF AREA**

**Three (3) year Service schedule for Emergency Generator units in the Free State area.**

**NB: FEZILE DABI DISTRICT WHICH INCLUDES THE FOLLOWING TOWNS AND AREA:-**

#### **26.27.1. MOQHAKA LOCAL MUNICIPALITY**

- 26.27.1.1 KROONSTAD
- 26.27.1.2 STEYNSRUS
- 26.27.1.3 VIERFONTEIN
- 26.27.1.4 VILJOENSKROON

#### **26.27.2. METSIMAHOLO LOCAL MUNICIPALITY**

- 26.27.2.1 SASOLBURG
- 26.27.2.2 ORANJEVILLE
- 26.27.2.3 DENEYSVILLE
- 26.27.2.4 GROENPUNT PRISON
- 26.27.2.5 VILJOENSDRIFT

#### **26.27.3. MAFUBE LOCAL MUNICIPALITY**

- 26.27.3.1 VILLIERS
- 26.27.3.2 CORNELIA
- 26.27.3.2 FRANKFORT

#### **26.27.4. NGWATHE LOCAL MUIICIPALITY**

- 26.27.4.1 PARYS
- 26.27.4.2 KOPPIES
- 26.27.4.3 HEILBRON
- 26.27.4.4 EDENVILLE
- 26.27.4.5 VREDEFORT

**END OF MAINTENANCE DETAILS.**

**END OF SPECIAL CONDITIONS OF CONTRACT**



## PRICING SCHEDULE/ BILL OF QUANTITIES

**Bid no: BL26/005**

**Bid/ Project Description: FEZILE DABI DISTRICT: 36 MONTHS PREVENTATIVE MAINTENANCE, SERVICE AND REPAIR OF STANDBY GENERATOR**

**SEE ATTACHED BOQ 6 PAGES**

Department of Public Works and Infrastructure  
 Fesile Dabi District: 36 Months Preventative Maintenance, Service and Repair of Standby Generator.  
 Tender No:

ITEM	DESCRIPTION	Unit	ITEM PRICE YEAR 1	Estimate Usage	TOTAL AMOUNT YEAR 1	ITEM PRICE YEAR 2	Estimate Usage	TOTAL AMOUNT YEAR 1	ITEM PRICE YEAR 3	Estimate Usage	TOTAL AMOUNT YEAR 1	TOTAL AMOUNT YEAR 1 + YEAR 2 + YEAR 3
<b>SUB TOTAL 1</b>												
	SCHEDULE WORK ( Refer to scope of work PG-01.1 (FM:PDM) C 3.2.16 )											
<b>1</b>	<b>HEALTH AND SAFETY</b>											
1.1	Allow for health & safety plan, file & compliance	No		1		N/A	N/A	N/A	N/A	N/A	N/A	
1.2												
<b>2</b>	<b>CONTROL PANEL</b>											
	Supply and Install Battery Charger for different Generators and Diesel Engines type and different sizes. See sizes below. 2.5A 12V to 24V battery charger.											
2.1												
2.1.1	5kVA...30kVA	No		5			3			2		
2.1.2	31kVA...65kVA	No		5			3			2		
2.1.3	66kVA...160kVA	No		5			3			2		
2.1.4	161kVA...260kVA	No		5			3			2		
2.1.5	261kVA...500kVA	No		5			3			2		
2.1.6	501kVA...1.5MVA	No		1			1			1		
<b>3</b>	<b>REPAIR WORK - GENERATORS AND DIESEL ENGINES</b>											
<b>3.1</b>	<b>Battery components</b>											
3.1.1	Battery 612 - 673	No		15			5			5		
3.1.2	Battery 674 - 682	No		15			5			5		
3.1.3	Battery 688 - 689	No		15			5			5		
3.1.4	Battery 612C- 125C	No		15			5			5		
3.1.5	Lugs 6mm - 50mm/ 100 Pack	No		3			2			1		
3.1.6	Battery Clamps	No		15			10			5		
3.1.7	Battery leads	No		15			10			5		
<b>3.2</b>	<b>Standby Generators and Diesel Engines set components</b>											
3.2.1	Heater element	No		9			9			10		
3.2.2	Thermostat	No		10			10			10		
3.2.3	Water hose including clamp (10-50mm)	No		10			10			10		
3.2.4	Fuel hose including clamps (6-14mm)	No		10			10			10		
<b>SUB TOTAL 1 CARRIED FORWARD TO SUMMARY</b>												

Department of Public Works and Infrastructure  
 Fezile Dabi District: 36 Months Preventative Maintenance, Service and Repair of Standby Generator.  
 Tender No:

SUB TOTAL 2												
ITEM	DESCRIPTION	Unit	ITEM PRICE YEAR 1	Estimate Usage	TOTAL AMOUNT YEAR 1	ITEM PRICE YEAR 2	Estimate Usage	TOTAL AMOUNT YEAR 2	ITEM PRICE YEAR 3	Estimate Usage	TOTAL AMOUNT YEAR 3	TOTAL AMOUNT YEAR 1 + YEAR 2 + YEAR 3
	Standby Generators and Diesel Engines - set components continue											
3.2.5	Fuel tank sight glass 12 mm	No		5			5			5		
3.2.6	Radiator caps all sizes	No		5			5			5		
3.2.7	Earth wire (6-10mm) / meter	No		5			5			5		
3.2.8	Voltmeter (0-30v DC)	No		5			5			5		
3.2.9	Voltmeter (0-30v AC)	No		5			5			5		
3.2.10	Voltmeter rotary switch	No		5			5			5		
3.2.11	Toggle Switch	No		5			5			5		
3.2.12	Selector switch	No		10			10			10		
3.2.13	Change over contactor: 200Amp - 400Amp	No		10			10			10		
3.2.14	Change over contactor: 800Amp - 1200Amp	No		8			8			8		
3.2.15	Amp meter	No		10			10			10		
3.2.16	Eleven pin relay 12v	No		15			15			15		
3.2.17	Eleven pin rotary 24v	No		15			15			15		
3.2.18	Eleven pin relay 220v	No		15			15			15		
3.2.19	Frequency monitor relay & base	No		15			15			15		
3.2.20	12v timer relay	No		15			15			15		
3.2.21	24v timer relay	No		15			15			15		
3.2.22	Fuel gauge	No		15			15			15		
3.2.23	Solenoid	No		10			10			10		
3.2.24	Cooling fan	No		5			5			5		
3.2.25	Diesel fuel Pump water separator filter	No		10			10			10		
3.2.26	Water Pump	No		10			10			10		
3.2.27	Fuse	No		10			10			10		
3.2.28	Diesel pump	No		10			10			10		
3.2.29	Alignment laser bean generator	No		5			5			5		
3.2.30	Oil per litre	litre		100			100			100		
3.2.31	Alternator voltage regulator	No		6			6			6		
3.2.32	Fuel System	No		6			6			6		
3.2.33	Air brake compressor	No		5			5			5		
3.2.34	Fuel shut off valve	No		7			7			7		
3.2.35	SPLD004 Exciter Stator	No		5			5			5		
3.2.36	12V Electric starter motor	No		12			12			12		
3.2.37	24V Electric stator motor	No		12			12			12		
<b>SUB TOTAL 2 CARRIED FORWARD TO SUMMARY</b>												

Department of Public Works and Infrastructure  
 Fezile Dabi District: 36 Months Preventative Maintenance, Service and Repair of Standby Generator.  
 Tender No:

SUB TOTAL 3												
ITEM	DESCRIPTION	Unit	ITEM PRICE YEAR 1	Estimate Usage	TOTAL AMOUNT YEAR 1	ITEM PRICE YEAR 2	Estimate Usage	TOTAL AMOUNT YEAR 2	ITEM PRICE YEAR 3	Estimate Usage	TOTAL AMOUNT YEAR 3	TOTAL AMOUNT YEAR 1 + YEAR 2 + YEAR 3
	Standby Generators and Diesel Engines set components continue											
3.2.39	Emergency Switch	No		30			30			30		
3.2.40	V-Belt	No		5			3			2		
3.2.41	Fan Belt	No		5			3			2		
3.2.42	Cam/ Timming belt	No		5			3			2		
3.2.43	Lagging on exhaust system and reseal room exit door.	No		10			10			10		
3.2.44	Panel lamps	No		10			10			10		
3.2.45	Gasket for Generator and Diesel engine	No		3			3			3		
3.2.46	Sirens	No		10			10			10		
3.2.47	Complete canopy door lock for Generator by Ictech with key set	No		30			10			10		
3.3	<b>AUTOMATIC CHANGE OVER SWITCH</b>											
3.3.1	100A 1-Ph (2 Pole)	No		1			1			1		
3.3.2	100A 3-Ph (4 Pole)	No		13			10			10		
3.3.3	160A 3-Ph (4 Pole)	No		1			1			1		
3.3.4	250A 3-Ph (4 Pole)	No		3			3			3		
3.3.5	300A / 400 A 3-Ph (4 Pole)	No		5			5			5		
3.3.6	500A / 630A 3-Ph (4 Pole)	No		1			1			1		
3.3.7	800A / 1000A 3-Ph (4 Pole)	No		1			1			1		
4	<b>LCD DISPLAY CONTROLLER FOR GENERATORS PLNT COMPLETE TO SUIT INSTALLATION IN EXISTING PLANT. APPLIES TO ALL RATING OF DIESEL ENGINES</b>											
4.1	Genset control unit complete	No		5			5			5		
5	<b>PAINTING AND SURFACE COATINGS INCLUDING SURFACE PREPARATION SPECIFIC TO THE FINISH COATING SYSTEM</b>											
5.1	Wall Plantrooms: Pure acrylic paint white	M <sup>2</sup>		31			5			5		
5.2	Floor screed plantrooms: epoxy coating, self-levelling	M <sup>2</sup>		31			5			5		
5.3	Floor screed plantrooms: epoxy coating, standard	M <sup>2</sup>		31			5			5		
5.5	Varnished timber: window frames Max 1200x900mm	M <sup>2</sup>		31			5			5		
5.6	Varnished timber : doors, single lever both sides	M <sup>2</sup>		31			5			5		
5.7	Clean plant room	No		31			25			25		
5.8	Implement log book system	No		31			0			0		
<b>SUB TOTAL 3 CARRIED FORWARD TO SUMMARY</b>												

Department of Public Works and Infrastructure  
 Fezile Dabi District: 36 Months Preventative Maintenance, Service and Repair of Standby Generator.  
 Tender No:

SUB TOTAL 4												
ITEM	DESCRIPTION	Unit	ITEM PRICE YEAR 1	Estimate Usage	TOTAL AMOUNT YEAR 1	ITEM PRICE YEAR 2	Estimate Usage	TOTAL AMOUNT YEAR 2	ITEM PRICE YEAR 3	Estimate Usage	TOTAL AMOUNT YEAR 3	TOTAL AMOUNT YEAR 1 + YEAR 2 + YEAR 3
6	<p><u>SERVICE WORK: GENERATORS AND DIESEL ENGINES</u></p> <p>Service genset and diesel engine. (Refer to scope of work PG-01.1 (FM:PDM) C. 3.2.14 Generation plant maintenance and servicing)</p> <p>*This section contains the specifications for the initial service procedures that will be completed as part of the contract. The contractor should note that the tendered rate for each procedure shall include both the supply and delivery, installation, testing and commissioning of equipment and material, and the labour costs associated with the completion of the procedure.</p> <p>*Service diesel and steam clean engine alternator as well as day tank.</p> <p>*Inspect all rubber houses and wiring; replace if required.</p> <p>*Service existing battery</p> <p>*Do cold starting volt drop test on prime mover starter battery</p> <p>*Clean sliprings and inspect bushwear</p> <p>Open alternator terminal box, clean and tighten terminations. Check and record earthing value.</p> <p>*Service alarm panel and clean internally and externally. Simulate and verify all alarm and shutdown conditions.</p>											
6.1	5kVA-30kVA - single phase generator	No		5			5			6		
6.2	12kVA-50kVA - 3-phase generator	No		10			10			10		
6.3	51kVA-75kVA - 3-phase generator	No		10			10			10		
6.4	76kVA-125kVA - 3-phase generator	No		7			7			7		
6.5	126kVA-150kVA - 3-phase generator	No		6			6			6		
6.6	151kVA-200kVA - 3-phase generator	No		10			10			10		
6.7	201kVA-250kVA - 3-phase generator	No		4			4			4		
6.8	251kVA-300kVA - 3-phase generator	No		5			5			5		
6.9	301kVA-500kVA - 3-phase generator	No		5			5			5		
6.10												
<b>SUB TOTAL 4 CARRIED FORWARD TO SUMMARY</b>												

Department of Public Works and Infrastructure  
 Fezile Dabi District: 36 Months Preventative Maintenance, Service and Repair of Standby Generator.  
 Tender No:

ITEM	DESCRIPTION	Unit	ITEM PRICE YEAR 1	Estimate Usage	TOTAL AMOUNT YEAR 1	ITEM PRICE YEAR 2	Estimate Usage	TOTAL AMOUNT YEAR 2	ITEM PRICE YEAR 3	Estimate Usage	TOTAL AMOUNT YEAR 2	TOTAL AMOUNT YEAR 2	TOTAL AMOUNT YEAR 1 + YEAR 2 + YEAR 3
<b>SUB TOTAL 5</b>													
7	<b>NON SCHEDULE ITEMS:</b> <b>MATERIALS AND INSTALLATION COST FOR NON-SCHEDULED ITEMS</b>  *Material cost per invoice: Invoices of suppliers must be attached to the payment claims.												
7.2	Percentage add to net cost of material: (VAT excluded).	%	%	1	%	%	1	%	%	1	%	%	NA
7.2	<b>Labour Rates (Normal hours):</b>												
7.2.1	Artisan (rate per hour)	hour		1			1			1			
7.2.2	Artisan assistant (rate per hour)	hour		1			1			1			
7.3	<b>Labour Rates (After hours):</b>												
7.3.1	Artisan (rate per hour)	hour		1			1			1			
7.3.2	Artisan assistant (rate per hour)	hour		1			1			1			
7.4	<b>Travelling rates/km:</b>												
7.4.1	LMV	Km		1			1			1			
7.4.2	Trucks 3000kg and bigger	Km		1			1			1			
<b>SUB TOTAL 5 CARRIED FORWARD TO SUMMARY</b>													

ITEM		TOTAL AMOUNT YEAR 1 + YEAR 2 + YEAR 3
1	SUB TOTAL 1	
2	SUB TOTAL 2	
3	SUB TOTAL 3	
4	SUB TOTAL 4	
5	SUB TOTAL 5	
<b>TOTAL PRICE (CARRIED FORWARD TO THE "FORM OF OFFER AND ACCEPTANCE" DPW-07</b>		

**\*OFFICE ADDRESS FROM WHERE THE CONTRACTOR OPERATES :**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**\* All distances for inspection, repairs and installations will be measures from the "Reference Location" identified**

**FULL NAME OF TENDERER:**

\_\_\_\_\_

**NAME OF FIRM:**

\_\_\_\_\_

**CELLPHONE NUMBER:**

\_\_\_\_\_

**TELEPHONE NUMBER:**

\_\_\_\_\_

**EMAIL ADDRESS:**

\_\_\_\_\_

**SIGNATURE:**

\_\_\_\_\_

**DATE:**

\_\_\_\_\_

## ANNEXURE: A

### DECLARATION – EPWP PROGRAMME

I \_\_\_\_\_ from company

Hereby Undertake to Comply To:

**1. LABOUR INTENSIVE CONSTRUCTION METHODS (LIC)**

1.1 Comply To Implementation of LIC BOQ Items Specified Elsewhere in The Tender Documents.

**2. RECRUITMENT AND PLACEMENT OF EPWP NYS PARTICIPANTS**

2.1 Recruitment, Placement and Exposure Training Of N/A Participants

2.2 Comply To EPWP BOQ, Specifications and Code of Good Practice

**3. RECRUITMENT AND PLACEMENT OF LOCAL LABOURERS**

3.1 Recruitment And Placement of **Minimum Three (03)** Local Labourers

3.2 Comply With Applicable Wage Order/Determination or Agreement, In Terms of Labour Relations Act or Wage Act

**4. COMPLY TO EPWP MONTHLY REPORTING REQUIREMENTS**

Monthly prepare and submit below EPWP reports attached to monthly payments certificate:

- 4.1 All Local Labourers / EPWP Participants Contracts
- 4.2 All Local Labourers / EPWP Participants Certified SA ID Copies
- 4.3 All Local Labourers / EPWP Attendance Register
- 4.4 All Local Labourers / EPWP Proof of Payment
- 4.5 EPWP Reports Populated on Standard Templates

Failure to comply with the above will result in the contractor's invoice/certificate not being processed.

**5. PENALTIES FOR NON-COMPLIANCE**

Acknowledge Non-Compliance Penalty of R3000-00 (Three thousand rand) Per Month Per Participant (NYS).

Acknowledge Non-Compliance will result in the invoice/certificate not being processed (local labourers).

Signed by : \_\_\_\_\_  
Director of the Company

Company name : \_\_\_\_\_

Date: : \_\_\_\_\_



## ANNEXURE: B

### UNDERTAKING FOR PUBLIC LIABILITY INSURANCE

I \_\_\_\_\_ from the Company

Hereby undertake to:

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

Signed by : \_\_\_\_\_  
Director of the Company

Signature : \_\_\_\_\_

Company name : \_\_\_\_\_

Date : \_\_\_\_\_



**Bid/ Project Description: FEZILE DABI DISTRICT: 36 MONTHS PREVENTATIVE MAINTENANCE, SERVICE AND REPAIR OF STANDBY GENERATOR**

**Health and Safety file attached**

# **OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION FOR PREVENTATIVE AND DAY TO DAY MAINTENANCE SERVICES**

## **Generic Guidelines Building, Civil, Electrical and Mechanical Services**

**MANAGED BY: STATUTORY COMPLIANCE**

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## 1. PREAMBLE

In terms of the Occupational Health and Safety Act and Regulations, (Act 85 of 1993), the Department of Public Works (NDPW), as the Client shall be responsible to prepare Health & Safety Specifications for any intended project and provide any Contractor who is making a bid or appointed to perform any work for the Client (NDPW).

This 'Health and Safety Specifications' document is governed by the "Occupational Health and Safety Act, (Act No. 85 of 1993), hereinafter referred to as 'The Act'. Notwithstanding this, cognizance should be taken of the fact that no single Act or its set of Regulations can be read in isolation.

Due to wide and different scope of any work on any project, every activity will be different, and circumstances and conditions may change even on a daily basis. Therefore, due caution is to be taken by the Contractor when drafting the Health and Safety Plan based on these Health and Safety Specifications. Prior to drafting the Health and Safety Plan, and in consideration of the information contained here-in, the contractor shall set up a Risk Assessment Program to identify and determine the scope and details of any risk associated with any hazard, in order to identify the steps needed to be taken to remove, reduce or control such hazard. *This Risk Assessment and the steps identified will be the basis or point of departure for the Health and Safety Plan.* The Health and Safety Plan shall include documented 'Methods of Statement' detailing the key activities to be performed in order to reduce as far as practicable, the hazards identified in the Risk Assessment.

The National Department of Public Works (NDPW) is tasked to provide accommodation and operational facilities to a very large proportion of the approximate 35 National Departments responsible for the governance of the NDPW. A very large number of State employees and public users of the facilities and the services provided there-in directly interacts with the facilities provided by the well-being, health and safety of a great number of people.

In this a high premium is to be placed on the health and safety of the most valuable assets of the Department of Public Works. These are its personnel, the personnel of its Clients Departments and the physical assets of which it is the custodian and may

also include the public as well. The responsibilities the Department and relevant stakeholders have toward its employees and other people present in the facilities or on the sites are captured further in this specification document. These responsibilities stem from both moral, civil and a variety of legal obligations. The Contractor is to take due cognisance of the above statement.

Every effort has been made to ensure that this specification document is accurate and adequate in all respects. Should it however, contain any errors or omissions they may not be considered as grounds for claims under the contract for additional reimbursement or extension of time, or relieve the Contractor from his responsibilities and accountability in respect of the project to which this specification document pertains. Any such inaccuracies, inconsistencies and/or inadequacies must immediately be brought to the attention of the NDPW.

## **2. SCOPE OF HEALTH AND SAFETY SPECIFICATION DOCUMENT**

These Specifications should be read in conjunction with the Occupational Health and Safety and Regulations, Act 85 of 1993, including all other Regulations and Safety Standards which were or will be promulgated under the Act or incorporated into the Act and be in force or come into force during the effective duration of the project. The stipulations in this specification, as well as those contained in all other documentation pertaining to the project, including contract documentation and technical specifications shall not be interpreted, in any way whatsoever, to countermand or nullify any stipulation of the Act, Regulations and Safety Standards which are promulgated under, or incorporated into the Act.

## **3. PURPOSE**

The Department is obligated to implement measures to ensure the health and safety of all people and properties affected under its custodianship or contractual commitments, and is further obligated to monitor that these measures are structured and applied according to the requirements of these Health and Safety Specifications. The purpose of this specification document is to provide the relevant Contractor with any information other than the standard conditions pertaining to construction sites which might affect the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; and to protect persons

other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work during the carrying out of construction work for the Department of Public Works. The Contractor is to be briefed on the significant health and safety aspects of the project and to be provided with information and requirements on inter alia:

- a) Safety considerations affecting the site of the project and its environment.
- b) Health and safety aspects of the associated structures and equipment.
- c) submissions on health and safety matters required from the Contractor; and
- d) the Contractor's health & safety plan.

To serve to ensure that the Contractor is fully aware of what is expected from him/her with regard to the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Regulations made there-under including the applicable safety standards, and in particular in terms of Section 6,7 and 8 of the construction regulation (2014).

To inform the Contractor that the Occupational Health and Safety Act, 1993 (Act 85 of 1993) in its entirety shall apply to the contract to which this specification document applies. The Construction Regulations promulgated on 07 February 2014.

4. **DEFINITIONS** – All definitions in this document are explained or provided for in the Occupational Health and Safety Act and Preventative and Day to Day Maintenance Conditions of Contract.

**Where contradictions are experienced, the definitions in the OHSA will take precedence.**

## 5. **OCCUPATIONAL HEALTH & SAFETY MANAGEMENT**

### 5.1 ***Communication, Participation & Consultation***

5.1.1 Occupational Health & Safety matters/issues shall be communicated between the client, the Contractor, the Designer and other concerned parties shall be through the H&S Committee or other means determined by the client.



5.1.2 Consultation with the workforce on OHS matters will be through their Supervisors and H&S Representatives ('SHE – Reps')

5.1.3 The Contractor will be responsible for the dissemination of all relevant OHS information to all involved, e.g. design changes agreed with the Client.

## 6. INTERPRETATION

- a) The Occupational Health and Safety Act and all its Regulations, distinguish between the roles, responsibilities and functions of employers and employees respectively. It views consultants and contractors as employees of the "owner" of a construction or operational project, the "owner" being regarded as the employer.
- b) The Contractor has to take full responsibility for the health and safety on the site of the relevant project / contract. This includes monitoring health and safety conditions and overseeing administrative measures required by the Act.

## 7. RESPONSIBILITIES OF THE CONTRACTOR.

- a) The Contractor shall accept the appointment under the terms and Conditions of Contract. The Contractor shall sign and agree to those terms and conditions and shall, before commencing work;
- b) The Contractor shall ensure that he is fully conversant with the requirements of this Specification and all relevant health and safety legislation.
- c) The Contractor will in no manner or means be absolved from the responsibility to comply with all applicable sections of the Act and the Regulations proclaimed under the Act or which may perceivable be applicable to this contract.
- d) The Contractor shall provide and demonstrate to the Client a suitable and sufficiently documented health and safety plan based on this Specification,
- e) The Contractor shall provide proof of his registration and good standing with the Compensation Fund or with a licensed compensation insurer prior to commencement with the works.



- f) The Contractor shall consistently demonstrate his competence and the adequacy of his resources to perform the duties imposed on him by the client in terms of this Specification and the Act.

## 8. SCOPE OF WORK

These specifications are applicable to the specific scope of work pertaining to the above-mentioned project as detailed in the contract documents, this amongst all includes and not limited for example, to:

- Maintenance of building and horticulture works;
- Maintenance of electrical and or Mechanical machineries
- Construction, erecting, alteration, renovations, refurbishment, repairs, demolishing or dismantling of building and structures.

## 9. PREPARING A HEALTH & SAFETY PLAN

- (a) The level of detail required for a H&S plan will depend on how complexity of the project and the risks involved in the work. The plan must be easily accessible in a construction site and it must be clearly understood by management, supervisors & workers.
- (b) The plan must be implemented, maintained and kept up to date during the project execution.
- (c) The contractor should prepare a H&S plan that includes
- project information;
  - client requirements for H&S management on the project;
- (d) The H&S plan should include the following information:
- Details of the client, that is the person commissioning the work, for example their name, representative and contact details;
  - Details of the project, for example address of the workplace, anticipated start and end date and a brief description of the type of work that the H&S plan will cover;
  - Details on how to manage the risks associated with falls, falling objects, moving plant, electrical / mechanical / building work and all high risk work in the project, as per the scope of work.

- (e) The H&S plan should also include information on:
- the provision and maintenance of a hazardous chemicals register, safety data sheets and hazardous chemicals storage;
  - the safe use and storage of plant;
  - obtaining and providing essential services information – electrical, gas, telecom, water and similar services;
  - ensuring workers have appropriate licences and training to undertake the construction work.
- (f) The H&S plan must contain:
- a general description of the type of work activities involved in the project
  - the project program or schedule details, including start and finish dates, showing principal activities;

## 10. HEALTH AND SAFETY FILE

- a) The contractor is responsible for producing an H&S file. It contains important project H&S information for use by the owner of the completed structure after construction has been completed. It is essential that the process of compiling the file commences as early as possible to ensure sufficient time to gather the required information.
- b) The Contractor must, keep a Health & Safety File on site at all times that must include all documentation required in terms of the Act and Regulations and must also include a list of all Contractors on site that are accountable to the Contractor and the agreements between the parties and details of work being done. A more detailed list of documents and other legal requirements that must be kept in the Health & Safety File.
- c) The Health and Safety File will remain the property of the Client throughout the project work and shall be consolidated and handed over to the Client.

## 11. OH&S GOALS AND OBJECTIVES AND ARRANGEMENTS FOR MONITORING AND REVIEWING OH&S PERFORMANCE

The Contractor is required to maintain an acceptable disabling incident frequency rate (DIFR) and report on this to the Client on a continuous basis.



## **11.1 Identification of hazards and development of risk assessments, standard working procedures (SWP) and method statements**

The Contractor is required to develop Risk Assessments, Standard Working Procedures (SWP) and Method Statements for each activity executed in the contract or project.

The identification of hazards is over and above the hazards identification programme and those hazards identified during the drafting of the Health and Safety Plan.

### **11.1.1 Safety Audit by the NDPW.**

The NDPW (Client) will be conducting Periodic Audits ensure to compliance with Occupational Health and Safety Act and Regulation (Act 85 of 1993) and to ensure that the Contractor is adhering to, implemented and is maintaining the agreed and approved OH&S Plan.

- a) A representative of the Contractor and the relevant Health and Safety Representative(s) (SHE-Reps) must accompany the Client on all Audits and Inspections and may conduct their own audit/inspection at the same time. Each party will, however, take responsibility for the results of his/her own audit/inspection results. The Client may require to be handed a copy of the minutes of the previous Health and Safety Committee meeting reflecting possible recommendations made by that committee to the Employer for reference purposes.

### **11.1.2 Health & Safety incident/accident reporting & investigations**

- a) The Contractor shall report all incidents where an employee is injured on duty to the extent that he/she:
  - i. dies
  - ii. becomes unconscious
  - iii. loses a limb or part of a limb
  - iv. is injured or becomes ill to such a degree that he/she is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed



OR where:

- i. a major incident occurred
  - ii. the health or safety of any person was endangered
  - iii. where a dangerous substance was spilled
  - iv. the uncontrolled release of any substance under pressure took place
  - v. machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
  - vi. Machinery ran out of control, to the Provincial Director of the Department of Labour within seven days and at the same time to the Client and/or its Agent on its behalf.
- b) The Contractor is required to provide the NDPW with copies of all statutory reports required in terms of the Act and the Regulations.
- c) The Contractor is required to provide the NDPW with a monthly "SHE Risk Management Report".
- d) The Contractor is required to provide a.s.a.p. the NDPW with copies of all internal and external accident/incident investigation reports.

The Contractor is responsible to oversee the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to receive first aid or be referred for medical treatment by a doctor, hospital or clinic. (General Administrative Regulation 9)

- (a) The results of the investigation to be entered into the Accident/Incident Register listed above. (General Administrative Regulation 9)
- (b) The Contractor is responsible for the investigation of all non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar incidents in future.

- (c) The Contractor is responsible for the investigation of all accidents relating to site operations and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.
- (d) Notwithstanding the requirements of Section 24 of the Act, ALL incidents shall be investigated and reported on in writing, irrespective of whether such incident gave rise to injury or damage.
- Determine the underlying H&S deficiencies and other contributory factors
  - Identification of corrective/preventative actions and continual improvement
  - Communicating the outcome/results and documenting the events of the investigation.
- (e) **Reporting Of Near-Misses**
- The National Department of Public Works (NDPW) views the reporting of near misses as a critical component in creating a positive health and safety awareness culture on site.
  - Department of Public Works retains the right to enforce the reporting of near misses within 24 hours of occurrence.

## 12. Review

The Contractor is to review the Hazard Identification, Risk Assessments and Standard Work Processes at each Planning and Progress Report meetings as the work develops and progresses, and each time changes are made to the designs, plans and work methods and processes.

The Contractor must provide the NDPW and all other concerned parties with copies of any changes, alterations or amendments as contemplated in the above paragraph.

### 12.1 Site Rules and other Restrictions

#### a) *OHS rules*

The Contractor must develop a set of site-specific OHS rules that will be applied to regulate the Health and Safety Plan and associated aspects of the project.

### **b) Security Arrangements**

The Contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must include the rule that non-employees shall at all times be provided with fulltime supervision while on site. The Contractor must develop a set of Security rules and procedures and maintain these throughout the construction period.

The Contractor must appoint a competent person who must develop contingency plans for any emergency that may arise on site as indicated by the risk assessments.

#### **12.1.1 Duties and Functions of the H&S Representatives**

- The Contractor must ensure that the designated H&S Representatives conduct at least a weekly inspection of their respective areas of responsibility using a checklist developed by the Contractor.
- The report must be consolidated and submitted to the Health & Safety Committee.
- H&S Representatives must form part of the incident/accident investigating team.

#### **12.1.2 Establishment of H&S Committee(s)**

- The Contractor must establish H&S Committees consisting of designated H&S Representatives together with a number of Employers Representatives appointed as per Section 19(3) that are not allowed to exceed the number of H&S Representatives on the committee.
- The persons nominated by the employer on a H&S Committee must be designated in writing for such period as may be determined by him. The H&S Committee shall co-opt advisory (temporary) members and determine the procedures of the meetings including the chairmanship.
- The H&S Committee must meet minimum monthly and consider, at least, an agreed Agenda for the first meeting. Thereafter the H&S Committee shall determine its own procedures.

#### **12.1.3 Training & Awareness**

The contents and syllabi of all training required by the Act and Regulations including any other related or relevant training as required must be included in the Contractor's Health and Safety Plan and Health and Safety File.

**a) Training & Induction**

All employees performing work or task on site that potentially impact on H&S must be competent & have the necessary appropriate education, training & experience.

All the training must be closely aligned with the risk profile of the project; procedures must be put in place to ensure that all workers are aware of the consequences of their work activities & benefits of improved H&S performance; moreover all employees on site must be in possession of proof of General Induction training.

**13. PROJECT/SITE SPECIFIC REQUIREMENTS**

The following is a list of specific activities and considerations that have been identified for the project and site and for which Risk Assessments, Standard Working Procedures (SWP), management and control measures and Method Statements (where necessary) have to be developed by the Contractor:

- a) Clearing & grubbing the area/site
- b) Site establishment
- c) Dealing with existing structures
- d) Location of existing services
- e) Protection against heat exhaustion, dehydration, wet & cold conditions
- f) Use of portable electrical & explosive tools
- g) Mechanical works**
  - Boilers, Incinerators, welding works, Lifts, air-conditioning, geysers, heaters etc.
- h) Electrical Works**
  - Wiring, Standby generators, transformers, bulb changing, etc.
- i) Any on **Plants**
  - Sewage plants, Water reticulation plants
- j) Building Works**
  - Roofing work, ceiling, carpeting, painting, tiling, plumbing, carpentry, partitioning, etc.
- L) Civil Works**
  - Parking areas, Roads pavings, speed humps construction

#### 14. OUTLINED DATA, REFERENCES AND INFORMATION ON CERTAIN AND/OR SPECIFIC OBLIGATORY REQUIREMENTS TO ENSURE COMPLIANCE

##### 14.1 Administrative & Legal Requirements

<u>OHS Act Section/ Regulation</u>	<u>Subject</u>	<u>Requirements</u>
General Admin. Regulation 4	Copy of OH&S Act (Act 85 of 1993)	Updated copy of Act & Regulations on site. Readily available for perusal by employees.
COID Act Section 80	Registration with Compens. Insurer	Written proof of registration/Letter of good standing available on Site
Construction. Regulation 4 & 5(1)	<b>H&amp;S Specification &amp; Programme</b>	H&S Spec received from Client and/or its Agent on its behalf OH&S programme developed & Updated regularly
Section 8(2)(d) Construction. Regulation 7	<b>Hazard Identification &amp; Risk Assessment</b>	Hazard Identification carried out/Recorded Risk Assessment and – Plan drawn up/Updated RA Plan available on Site Employees/Sub-Contractors informed/trained
Section 16(2)	Assigned duties (Managers)	Responsibility of complying with the OH&S Act assigned to other person/s by CEO.
Construction. Regulation 6(1)	Designation of Person Responsible on Site	Competent person appointed in writing as Construction Supervisor with job description
Construction. Regulation 6(2)	Designation of Assistant for above	Competent person appointed in writing as Assistant Construction Supervisor with job description
Section 17 & 18 General Administrative Regulations 6 & 7	Designation of Health & Safety Representatives	More than 20 employees - one H&S Representative, one additional H&S Rep. for each 50 employees or part thereof. Designation in writing, period and area of responsibility specified in terms of GAR 6 & 7 Meaningful H&S Rep. reports. Reports actioned by Management.
Section 19 & 20 General Administrative Regulations 5	Health & Safety Committee/s	H&S Committee/s established. All H&S Reps shall be members of H&S Committees Additional members are appointed in writing. Meetings held monthly, Minutes kept. Actioned by Management.
Section 37(1) & (2)	Agreement with Mandatories/ (Sub-)Contractors	Written agreement with (Sub-)Contractors List of (Sub-) Contractors displayed. <i>Proof of Registration with Compensation Insurer/Letter of Good Standing</i> Construction Supervisor designated Written arrangements re. H&S Reps & H&S Committee Written arrangements re. First Aid
Section 24 & General Admin. Regulation 8 COID Act Sect.38, 39 & 41	Reporting of Incidents (Dept. of Labour)	Incident Reporting Procedure displayed. All incidents in terms of Sect. 24 reported to the Provincial Director, Department of Labour, within 3 days and to the Client and/or its Agent on its behalf Cases of Occupational Disease Reported Copies of Reports available on Site Record of First Aid injuries kept
General Admin. Regulation 9	Investigation and Recording of Incidents	All injuries which resulted in the person receiving medical treatment other than first aid, recorded and investigated by investigator designated in writing. Copies of Reports (Annexure 1) available on Site Tabled at H&S Committee meeting Action taken by Site Management.
Construction. Regulation 8	Fall Prevention & Protection	Competent person appointed to draw up and supervise the Fall Protection Plan Proof of appointees competence available on Site Risk Assessment carried out for work at heights Fall Protection Plan drawn up/updated Available on Site



Construction. Regulation 14	<b><u>Scaffolding</u></b>	Competent persons appointed in writing to: - erect scaffolding (Scaffold Erector/s) - act as Scaffold Team Leaders - inspect Scaffolding weekly and after inclement weather (Scaffold Inspector/s) Written Proof of Competence of above appointees available on Site Copy of SANS 085 available on Site Risk Assessment carried out Inspected weekly/after bad weather. Inspection register/s kept
Construction. Regulation 17	<b><u>Materials Hoist</u></b>	Competent person appointed in writing to inspect the Material Hoist Written Proof of Competence of above appointee available on Site. Materials Hoist to be inspected weekly by a competent person. Inspections register kept.
Construction. Regulation 22/Electrical Machinery Regulations 9 & 10/ Electrical Installation Regulations	Inspection & Maintenance of Electrical Installation & Equipment (including portable electrical tools)	Competent person appointed in writing to inspect/test the installation and equipment. Written Proof of Competence of above appointee available on Site. Inspections: - Electrical Installation & equipment inspected after installation, after alterations and quarterly. Inspection Registers kept Portable electric tools, electric lights and extension leads must be uniquely identified / numbered. Weekly visual inspection by User/Issuer/Store man. Register kept.
Construction. Regulation 26/ General Safety Regulation 8(1)(a)	Designation of Stacking & Storage Supervisor.	Competent Person/s with specific knowledge and experience designated to supervise all Stacking & Storage Written Proof of Competence of above appointee available on Site.
Construction. Regulation 27/ Environmental Regulation 9	<b><u>Designation of a Person to Co-ordinate Emergency Planning And Fire Protection</u></b>	Person/s with specific knowledge and experience designated to co-ordinate emergency contingency planning and execution and fire prevention measures Emergency Evacuation Plan developed: - Drilled/Practiced - Plan & Records of Drills/Practices available on Site Fire Risk Assessment carried out All Fire Extinguishing Equipment identified and on <b>register</b> . Inspected weekly. Inspection Register kept Serviced annually.
General Safety Regulation 3	First Aid	Every workplace provided with sufficient number of First Aid boxes. (Required where 5 persons or more are employed) First Aid freely available Equipment as per the list in the OH&S Act. One qualified First Aider appointed for every 50 employees. (Required where more than 10 persons are employed) List of First Aid Officials and Certificates Name of person/s in charge of First Aid box/es displayed. Location of First Aid box/es clearly indicated. Signs instructing employees to report all Injuries/illness including first aid injuries
General Safety Regulation 2	Personal Safety Equipment (PSE)	PSE Risk Assessment carried out Items of PSE prescribed/use enforced Records of Issue kept Undertaking by Employee to use/wear PSE PSE remain property of Employer, not to be removed from premises GSR 2(4)
General Safety	Inspection & Use of	Competent Person/s with specific knowledge and experience

Regulation 9	Welding/Flame Cutting Equipment	designated to Inspect Electric Arc, Gas Welding and Flame Cutting Equipment Written Proof of Competence of above appointee available on Site All new vessels checked for leaks, leaking vessels NOT taken into stock but returned to supplier immediately Equipment identified/numbered and entered into a register Equipment inspected weekly. Inspection Register kept Separate, purpose made storage available for full and empty vessels
Hazardous Chemical Substances (HCS) Regulations Construction Regulation 23	Control of Storage & Usage of HCS and Flammables	Competent Person/s with specific knowledge and experience designated to Control the Storage & Usage of HCS (including Flammables) Written Proof of Competence of above appointee available on Site Risk Assessment carried out Register of HCS kept/used on Site Separate, purpose made storage available for full and empty containers
Vessels under Pressure Regulations	Vessels under Pressure (VUP)	Competent Person/s with specific knowledge and experience designated to supervise the use, storage, maintenance, statutory inspections & testing of VUP's Written Proof of Competence of above appointee available on Site Risk Assessment carried out Certificates of Manufacture available on Site Register of VUP's on Site Inspections & Testing by Approved Inspection Authority (AIA): - after installation/re-erection or repairs - every 36 months. - Register/Log kept of inspections, tests. Modifications & repair
General Safety Regulation 13A	Inspection of Ladders	Competent person appointed in writing to inspect Ladders Ladders inspected at arrival on site and weekly there after. Inspections register kept Application of the types of ladders (wooden, aluminium etc.) regulated by training and inspections and noted in register

#### 14.2 Education & Training

Subject	Requirement
Company OH&S Policy Section 7(1)	Policy signed by CEO and published/Circulated to Employees Policy displayed on Employee Notice Boards Management and employees committed.
Company/Site OH&S Rules (Section 13(a))	Rules published Rules displayed on Employee Notice Boards Rules issued and employees effectively informed or trained: written proof Follow-up to ensure employees understand/adhere to the policy and rules.
Induction & Task Safety Training (Section 13(a))	All new employees receive OH&S Induction Training. Training includes Task Safety Instructions. Employees acknowledge receipt of training. Follow-up to ensure employees understand/adhere to instructions.
General OH&S Training (Section 13(a))	All current employees receive specified OH&S training: written proof Operators of Plant & Equipment receive specified training Follow-up to ensure employees understand/adhere to instructions.
Occupational Health & Safety Promotion	<u>Incident Experience Board indicating e.g.</u> * No. of hours worked without an Injury * No. of days worked without an Injury Mission, Vision and Goal Star Grading - Board kept up to date. Safety Posters displayed & changed regularly



	Employee Notice Board for OH&S Notices. Site OH&S Competition. Company OH&S Competition. Participation in Regional OH&S Competition Suggestion scheme.
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#### 14.3 Public Safety, Security Measures & Emergency Preparedness

Subject	Requirement
Notices & Signs	Notices & Signs at entrances / along perimeters indicating <b>"No Unauthorised Entry"</b> . Notices & Signs at entrance instructing visitors and non - employees what to do, where to go and where to report on entering the site/yard with directional signs. e.g. <b>"Visitors to report to Office"</b> Notices & Signs posted to warn of overhead work and other hazardous activities. e.g. <b>General Warning Signs</b>
Site Safeguarding	Nets, Canopies, Platforms, Fans etc. to protect members of the public passing / entering the site.
Security Measures	Access control measures/register in operation Security patrols after hours during weekends and holidays Sufficient lighting after dark
Emergency Preparedness	Guard has access to telephone/ mobile/other means of emergency communication Emergency contact numbers displayed and made available to Security & Guard Emergency Evacuation instructions posted up on all notice boards (including employees' notice boards) Emergency contingency plan available on site/in yard Doors open outwards/unobstructed Emergency alarm audible all over (including in toilets)
Emergency Drill & Evacuation	Adequate No. of employees trained to use Fire Fighting Equipment. Emergency Evacuation Plan available, displayed and practiced. (See Section 1 for Designation & Register)

#### 14.4 Personal Protective Equipment

Subject	Requirement
PPE needs analysis	Need for PPE identified and prescribed in writing. PPE remain property of Employer, not to be removed from premises GSR 2(4)
Head Protection	All persons on site wearing Safety Helmets including Sub-contractors and Visitors (where prescribed)
Foot Protection	All employees on site wearing Safety Footwear including Gumboots for concrete / wet work and non-slip shoes for roof work. Visitors to wear same upon request or where prescribed
Eye and Face Protection	<u>Eye and Face (also Hand and Body) Protection</u> (Goggles, Face Shields, Welding Helmets etc.) used when operating the following: * Angle / Bench Grinders * Electric Drills * Oil fill-up * Cutting / Welding Torches * Cutting Tools and Equipment * CO <sup>2</sup> and Arc Welding Equipment * Battery water fill up
Hearing Protection	<u>Hearing Protectors</u> (Muffs, Plugs etc.) used when operating the following: * Start of Generator Unit
Hand Protection	<u>Protective Gloves</u> worn by employees handling / using: * Welding Equipment * Hammers & Chisels
Respiratory Protection	Suitable/efficient prescribed <u>Respirators</u> worn correctly by employees handling / using: * Dry cement * Dusty areas * Hazardous chemicals * Angle Grinders



	* Spray Painting etc.
Fall Prevention Equipment	Suitable <u>Safety Belts</u> / Fall Arrest Equipment correctly used by persons working on / in unguarded, elevated positions e.g.: * Scaffolding * Riggers * Lift shafts * Edge work * Ring beam edges etc. Other methods of fall prevention applied e.g. catch nets
Protective Clothing	All jobs requiring protective clothing ( Overalls, Rain Wear, Welding Aprons etc.) Identified and clothing worn.
PPE Issue & Control	Identified Equipment issued free of charge. All PPE maintained in good condition. (Regular checks). Workers instructed in the proper use & maintenance of PPE. Commitment obtained from wearer accepting conditions and to wear the PPE. Record of PPE issued kept on H&S File. PPE remain property of Employer, not to be removed from premises GSR 2(4)

**Stacking & Storage  
continued**

**14.5 Housekeeping**

Subject	Requirement
Scrap Removal System	All items of Scrap/Unusable Off-cuts/Rubble and redundant material removed from working areas on a regular basis. (Daily) Scrap/Waste removal from heights by chute/hoist/crane. Nothing thrown/swept over sides. Scrap disposed of in designated containers/areas Removal from site/yard on a regular basis.
Stacking & Storage	<u>Stacking:</u> * Stable, on firm level surface/base. * Prevent leaning/collapsing * Irregular shapes bonded * Not exceeding 3x the base * Stacks accessible * Removal from top only. <u>Storage:</u> * Adequate storage areas provided. * Functional – e.g. demarcated storage areas/racks/bins etc. * Special areas identified and demarcated e.g. flammable gas, cement etc. * Neat, safe, stable and square. * Store/storage areas clear of superfluous material. * Storage behind sheds etc. neat/under control. * Storage areas free from weeds, litter etc.
Waste Control/Reclamation	Re-usable off-cuts and other re-usable material removed daily and kept to a minimum in the work areas. All re-usable materials neatly stacked/stored in designated areas. (Nails removed/bent over in re-usable timber). Issue of hardware/nails/screws/cartridges etc. controlled and return of unused items monitored.
Sub-contractors (Housekeeping)	Sub-contractors required complying with Housekeeping requirements.



#### 14.6 Working at Heights (including roof work)

Subject	Requirement
Openings	Unprotected openings adequately guarded/fenced/barricaded/catch nets installed
	Covers over openings in roof of robust construction/secured against displacement

#### 14.7 Scaffolding / Formwork / Support Work

Subject	Requirement
Access/System Scaffolding	Tied to Structure/prevented from side or cross movement Platform boards in good condition/sufficient/secured. Access ladders / stairs provided. Area/s under scaffolding tidy. Safe/unsafe for use signs Complying with OH&S Act/SANS 085
Free Standing Scaffolding	Foundation firm / stable Sufficient bracing. Platform boards in good condition/sufficient/secured. Handrails and toe boards provided. Access ladders / stairs provided. Area/s under scaffolding tidy. Safe/unsafe for use signs Height to base ratio correct Outriggers used /tied to structure where necessary Complying with OH&S Act/SANS 085
Edges & Openings	Edges barricaded to acceptable standards. Manhole openings covered / barricaded. Openings in floor / other openings covered, barricaded/fenced.

#### 14.8 Ladders

Subject	Requirement
Physical Condition / Use & Storage	Stepladders - hinges/stays/braces/stiles in order. Extension ladders - ropes/rungs/stiles/safety latch/hook in order. Extension / Straight ladders secured or tied at the bottom / top. No joined ladders used Wooden ladders are never painted except with varnish Aluminium ladders NOT to be used with electrical work All ladders stored on hooks / racks and not on ground. Ladders protrude 900 mm above landings / platforms / roof. Fixed ladders higher than 5 m have cages/Fall arrest system

#### 14.9 Electricity (as part of, or additional to the manual "Safety & Switching Procedures for Electrical Installations"- see attached document)

Subject	Requirement
Electrical Distribution Boards & Earth Leakage	Colour coded / numbered / symbolic sign displayed. Area in front kept clear and unobstructed. Fitted with inside cover plate / openings blanked off / no exposed "live" conductors / terminals/Door kept close Switches / circuit breakers identified. Earth leakage protection unit fitted and operating. Tested with instrument: Test results within 15 – 30 milliamps Aperture/Opening/s provided for the plugging in and removal of extension leads without the need to open the door Apertures and openings used for extension leads to be protected against the elements and especially rain.
Electrical Installations & Wiring	Temporary wiring / extension leads in good condition / no bare or exposed wires. Earthing continuity / polarity correct:



	<p><b>Looking at the open connectors to connect the wiring, the word “Brown” has the letter ‘R’ in it, so the <u>b’R’own</u> wire connects to the ‘R’ight hand connector. “Blue” has the letter ‘L’ in it, so the <u>b’L’ue</u> wire connects to the ‘L’eft hand connector.</b></p> <p>Cables protected from mechanical damage and moisture. Correct loading observed e.g. no heating appliance used from lighting circuit etc. Light fittings/lamps protected from mechanical damage/moisture. Cable arrestors in place and used inside plugs</p>
Physical condition of Electrical Appliances & Tools	<p><b>Electrical Equipment and Tools:</b> (includes all items plugging in to a 16 Amp supply socket)</p> <p>Insulation / casing in good condition. Earth wire connected/intact where not of double insulated design Double insulation mark indicates that no earth wire is to be connected. Cord in good condition/no bare wires/secured to machine &amp; plug. Plug in good condition, connected correctly and correct polarity.</p>

**14.10 Emergency and Fire Prevention and Protection**

Subject	Requirement
Fire Extinguishing Equipment	<p>Fire Risks Identified and on record</p> <p><u>The correct and adequate Fire Extinguishing Equipment available for:</u></p> <ul style="list-style-type: none"> <li>Offices</li> <li>General Stores</li> <li>Flammable Store</li> <li>Fuel Storage Tank/s and catchment well</li> <li>Gas Welding / Cutting operations</li> <li>Where flammable substances are being used / applied.</li> <li>Equipment Easily Accessible</li> </ul>
Maintenance	Fire equipment checked minimum monthly, serviced yearly
Location & Signs	<p><u>Fire Extinguishing Equipment:</u></p> <ul style="list-style-type: none"> <li>Clearly visible</li> <li>Unobstructed</li> <li>Signs posted including “No Smoking” / “No Naked Lights” where required. (Flammable store, Gas store, Fuel tanks etc.)</li> </ul>
Storage Issue & Control of Flammables (incl. Gas cylinders)	<p>Storage Area provided for flammables with suitable doors, ventilation, bund etc.</p> <p>Flammable store neat / tidy and no Class A combustibles. Decanting of flammable substances carried out in ignition free and adequately ventilated area. Container bonding principles applied</p> <p>Only sufficient quantities issued for one task or one day’s usage</p> <p>Separate, special gas cylinder store/storage area.</p> <p>Gas Cylinders stored / used / transported upright and secured in trolley/cradle/structure and ventilated.</p> <p>Types of Gas Cylinders clearly identified as well as the storage area and stored separately.</p> <p>Full cylinders stored separately from empty cylinders.</p> <p>All valves, gauges, connections, threads of all vessels to be checked regularly for leaks.</p> <p>Leaking acetylene vessels to be returned to the supplier IMMEDIATELY.</p>
Storage, Issue & Control of Hazardous Chemical Substances (HCS)	<p>HCS storage principles applied: products segregated</p> <p>Only approved, non-expired HCS to be used</p> <p>Only the prescribed PPE shall be used as the minimum protection</p> <p>Provision made for leakage/spillage containment and ventilation</p> <p>Emergency showers/eye wash facilities provided</p> <p>HCS under lock &amp; key controlled by designated person</p> <p>Decanted/issued in containers as prescribed with information/warning labels</p> <p>Disposal of unwanted HCS by accredited disposal agent</p> <p>No dumping or disposal of any HCS on or inside the storage area or anywhere else on the project site</p> <p>All vessels or containers to be regularly checked for leaks</p>



#### 14.11 Tools

Subject	Requirement
Hand Tools	<u>Shovels / Spades / Picks:</u> Handles free from cracks and splinters Handles fit securely Working end sharp and true
Electrical hand tools	<u>Hammers:</u> Good quality handles, no pipe or reinforcing steel handles. Handles free from cracks and splinters Handles fit securely
	<u>Chisels:</u> No mushroomed heads / heads chamfered Not hardened Cutting edge sharp and square

#### 14.12 Transport & Materials Handling Equipment

Subject	Requirement
Site Vehicles	All Site Vehicles, checked daily before use by driver / operator. Inventory of vehicles used/operated on site Inspection by means of a checklist / results recorded. No persons riding on equipment not designed or designated for passengers. Site speed limit posted, enforced and not exceeded. Drivers / Operators trained / licensed and carrying proof. No unauthorised persons allowed driving / operating equipment.

#### 14.13 Plant & Storage Yards/Site Workshops Specifics

(i) Subject	(ii) Requirements
Section 8(2)(1) General Machinery Regulation 2(1): Supervision of the Use & Maintenance of Machinery	Person/s with specific knowledge and experience designated in writing to Supervise the Use & Maintenance of Machinery Critical items of Machinery identified/numbered/placed on register/inventory Inspection/maintenance schedules for abovementioned Inspections/maintenance carried out to above schedules Results recorded
General Machinery Regulation 9(2): Notices re. Operation of Machinery	Schedule D Notice posted in Work areas
Vessels under Pressure Regulation 13(1)(b): Supervision of the Use & Maintenance of Vessels under Pressure (VuP)	Person/s with specific knowledge and experience designated in writing to Supervise the Use & Maintenance of VuP's VuP's identified/numbered/placed on register/Manufacturers plate intact Inspection/maintenance schedules for abovementioned Inspections/maintenance carried out to above schedules Results recorded/Test certificates available



<b>Lock-out Procedure</b>	Lock-out procedure in operation
<b>Ergonomics</b>	Ergonomics survey conducted – results on record Survey results applied
<b>Demarcation &amp; Colour Coding</b>	Demarcation principles applied All services, pipes, electrical installation, stop-start controls, emergency controls etc. colour coded to own published or SABS standard Employees trained to identify colour coding
<b>Portable &amp; Bench Grinders</b>	Area around grinder clear/trip/slip free Bench grinders mounted securely - grinder generally in good condition - no excessive vibration On/Off switch/button clearly demarcated/accessible Adequate guards in place Tool rest – secure/square/max. 2 mm gap, perpendicular to drive shaft Stone/disk - correct type and size/mounted correctly/dressed Use of Eye protection enforced
<b>Battery Storage &amp; Charging</b>	Adequately ventilated, ignition free room/area/no smoking sign/s Batteries placed on rubber/wooden surface Emergency shower/eye wash provided No acid storage in area Prescribed methods in place and adhered to when charging batteries
<b>Presses/Guillotines/Shears</b>	Only operated by trained/authorised persons Interlocks/lock-outs fitted/PPE worn or used at all times

#### 14.14 Workplace Environment, Health and Hygiene

Subject	Requirement
Lighting	Adequate lighting in places where work is being executed e.g. stairwells and basements. Light fittings placed / installed causing no irritating/blinding glare. Stroboscopic effect eliminated (not only reduced) where moving objects or machinery is used
Ventilation	Adequate ventilation / extraction / exhausting in hazardous areas e.g. chemicals / adhesives / welding / petrol or diesel/ motors running and in confined spaces / basements.
Noise	Tasks identified where noise levels exceeds 85 dB at any one time. All reasonable steps taken to reduce noise levels at the source. Hearing protection used where noise levels could not be reduced to below 85 dB.
Heat Stress	Measures in place to prevent heat exhaustion in heat stress problem areas e.g. steel decks, when the WBGT index reaches 30. (See Environmental Regulation 4) Cold drinking water readily available at all times.
Ablutions	Sufficient hygiene facilities provided - 1 toilet per 30 employees (National Building Regulations prescribe chemical toilets for Construction sites) Toilet paper available. Sufficient showers provided. Facilities for washing hands provided Soap/cleaning agent available for washing hands Means of drying hands available Lock-up changing facilities / area provided. Ablution facilities kept hygienic and clean.
Eating / Cooking Facilities	Adequate storage facilities provided. Weather protected eating area provided, separate from changing area Refuse bins with lids provided. Facilities kept clean and hygienic.
Pollution of Environment	Measures in place to minimize dust generation. Accumulation or littering of empty cement pockets, plastic wrapping / bags, packing materials etc. prevented. Spillage / discarding of oil, chemicals and diesel into storm water and other drains or into existing or newly dug holes/cavities on site expressly prohibited.



Hazardous Chemical Substances	All substances identified and list available e.g. acids, flammables, poisons etc. Material Safety Data Sheets (MSDS) indicating hazardous properties and emergency procedures in case of incident on file and readily available. Substances stored safely. Expiry dates meticulously checked where applicable
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## 15. THE CONTRACTOR'S GENERAL DUTIES

- The Contractor shall at all times ensure his status of an “employer” as referred to in the Act, and will abide by his/her responsibilities, duties and functions as per the requirements of the Act and Regulations with specific reference to Section 8 of the Act.
- The Contractor shall keep, and on demand make available, a copy of the Act on site at all times and in addition to that he/she will introduce and maintain a file titled “Health and Safety File”, or other record in permanent form, which shall contain all relevant aspects and information as contemplated in the Construction Regulations. He/she will make this file available to the NDPW representative whenever necessary or on request to an interested party.
- The project under control of the Contractor shall be subject to periodic health and safety audits that will be conducted by the NDPW at intervals agreed upon between the Contractor and the NDPW, provided such intervals will not exceed periods of one month.
- The Contractor is to ensure that he/she and all persons under his control on the construction site shall adhere to the above specifications.
- The Contractor should note that he/she shall be held liable for any anomalies including costs and resulting deficiencies due to delays caused by non-conformance and/or non-compliance to the above Health and Safety Specifications and the Health and Safety Plan based on these specifications.

## 16. THE CONTRACTOR'S SPECIFIC DUTIES

The Contractor's specific duties in terms of these specifications are detailed in the Occupational Health and Safety Act and Regulations (Act 85 of 1993), as the employer.



## 17. THE CONTRACTOR'S SPECIFIC RESPONSIBILITIES WITH REGARD TO HAZARDOUS ACTIVITIES

The following examples of activities are identifiable as hazardous in terms of the Construction Regulations. The contractor shall execute the activities in accordance with the following the Occupational Health and Safety Act and Regulations (Act 85 of 1993) and other applicable regulations of the Act, including relevant SANS codes;

- Fall protection
- Structures
- Excavation work
- Demolition work
- Scaffolding
- Water environments
- Housekeeping on construction sites
- Fire precautions on construction sites.

This list must not be taken to be exclusive or exhaustive! All of the above requirements will be read in conjunction with the relevant regulations and health and safety standards as required by the Act. All documents and records required by the Occupational Health and Safety Act and Regulations (Act 85 of 1993) will be kept in the Health and Safety File and will be made available at any time when required by the NDPW or his representative, or on request to an interested party.

## 18. GENERAL NOTES TO THE CONTRACTOR

**Legal Framework:** Part of legal obligations

The more important Acts and relevant subordinate/secondary legislation as well as other (inter alia Local Government) legislation that also apply to the State as well as to State owned buildings and premises: -

- a. The latest issue of SABS 0142: "Code of Practice for the Wiring of Premises"
- b. The Local Government Ordinance 1939 (Ordinance 17 of 1939) as amended and the municipal by-laws and any special requirements of the local supply authority
- c. The Fire Brigade Services Act 1987, Act 99 of 1987 as amended



- d. The National Building Regulations and Building Standards Act 1977 (Act 103 of 1977) as amended and relevant proclaimed Regulations (SABS 0400)
- e. The Post Office Act 1958 (Act 44 of 1958) as amended
- f. The Electricity Act 1984, Act 41 of 1984
- g. The Regulations of Local Gas Board(s), including Publications of the SABS Standards and Codes of Practice, with specific reference to GNR 17468 dated 4<sup>th</sup> October 1997
- h. Legislation pertaining to water usage and the environment
- i. Legislation governing the use of equipment, which may emit radiation (e.g. X-Rays etc.)
- j. Common Law

## **19. HOUSE KEEPING**

In promotion of environmental control all waste, rubble, scrap etc., will be disposed of at a registered dump site and records will be maintained. Where it is found to be impractical to use a registered dump site or it is not available, the Contractor will ensure that the matter is brought to record with the NDPW or his representative, after which suitable, acceptable alternatives will be sought and applied.

Dross and refuse from metals, and waste matters or by-products whose nature is such that they are poisonous or capable of fermentation, putrefaction or constituting a nuisance shall be treated or disposed of by methods approved of by an a certified institution.

NOTE: No Contractor / employer shall require or permit any person to work at night or after hours unless there is adequate, suitable artificial lighting including support services in respect of Health and Safety.

## **20. MINIMUM REQUIREMENTS (NOT EXHAUSTIVE) TO BE KEPT BY THE CONTRACTOR**

### **a) Ablution facilities**

The contractor shall make provision for adequate ablution facilities for his employees on site, unless provided for by the NDPW.



**b) Smoking Areas**

The Department of Public Works is designated as non-smoking area.

**c) Drinking Water Facilities**

The provision of drinking water facilities shall be negotiated between the Contractor and the NDPW.

**d) Equipment Compliance Certificates**

Before equipment is brought on site valid certificates of compliance issued by a competent person shall be presented. The equipment includes but shall not be limited to:

- i. lifting equipment and lifting tackle
- ii. power driven machinery
- iii. electrical equipment
- iv. testing and monitoring equipment

**e) Barricading**

All barricading shall be of the rigid type unless the use of non-rigid barricading (e.g. plastic danger tape) has been approved in writing by the NDPW. The contractors' barricading standard shall be included in the Health and Safety Plan. Where more than one contractor is working on a site, the fixed barricading shall be clearly marked with the company's name, site contact person as well as the contact number/s.



**f) Erection of Structures for Logistic Support**

The NDPW shall approve all structures erected for logistical support by the contractor. These structures include fences, workshops, tool sheds, offices, ablution facilities, etc.

**g) Fall Arrest and Prevention Equipment**

Approved fall prevention equipment shall be used at heights of less than 2.0 metres. Above heights of 2.0 metres fall prevention equipment shall include fall arrest. Equipment. Users of fall arrest equipment shall, amongst other things be trained in what an appropriate load bearing point is for connecting fall prevention equipment.

Any deviation from this requirement shall be negotiated and agreed with the NDPW in writing.

**h) Hazardous Chemical Substances Waste Removal**

The contractor shall provide adequately marked and sealable containers to transport all hazardous chemical waste from the source to the approved Works disposal point.

**i) Personal Protective Equipment (PPE)**

Personal protective equipment issued shall be specific to the risks associated with the work to be performed and specific to conditions on site and shall comply with South African National Standards (SANS) or similar.

**21. LOCKOUT SYSTEMS**

A system of control shall be established in order that no unauthorized person can energize a circuit, open a valve, or activate a machine on which people are working or doing maintenance, even if equipment, plant or machinery is out of commission for any period, thus eliminating injuries and damage to people and equipment as far as is reasonably practicable.

Physical/mechanical lock-out systems shall be part of the safety system and included in training. Lockouts shall be tagged and the system tested before commencing with any work or repairs.



## 22. IMPORTANT LISTS AND RECORDS TO BE KEPT

The following are lists of several records that are to be kept in the Health and Safety File;

### a) Contractor Risk Assessment Process

The risk assessment process shall include:

- an evaluation of the method of the work to be conducted
- the method statement on the procedure to be followed in performing the task shall be developed
- the risk assessment will also include activities like:
  - i. Transportation of passengers and goods to and from site
  - ii. Physical and mental capabilities of employees
  - iii. Others as may be specified.
- a review plan for risk assessments shall provide for:
  - i. the quarterly review of all applicable risk assessments
  - ii. the review of an assessment if there is reason to believe that the previous assessment is no longer valid, or there has been a change in a process, work methods, equipment or procedures and working conditions
  - iii. Risk assessment/s to be reviewed if the outcome of incident investigations and audits etc. requires such action.

A pre - task risk assessment shall be conducted in writing on every task and be facilitated by the team leader. All risk assessments and pre-task risk assessments shall be filed and be available on site.

### b) Risk Profile

All contractors shall submit a risk profile of the work to be conducted with their Health and Safety Plan.



**c) Risk Based Inspection Program**

The inspection programme shall be risk based. The inspection plan shall form part of the Health and Safety Plan.

**d) List of Statutory appointments**

**e) List of record keeping responsibilities Inspection checklist**

# IMPORTANT CONTACT DETAILS

**(FOR HEALTH & SAFETY ASPECTS ONLY)**

The contractor is to add all the important contact information about essentials services, support and assistance.

	SERVICE	NUMBER	CONTACT PERSON
	Hospital		
	Ambulance		
	Water Electricity		
	Police		
	Fire Brigade		
	Engineer		

**ADD OTHER IMPORTANT HEALTH & SAFETY CONTACT DETAILS AS MAY BE FOUND NECESSARY.**

**SECTION 37(2) AGREEMENTS  
CONCLUDED BETWEEN**

**DEPARTMENT OF PUBLIC WORKS**

(Hereinafter referred to as Department of Public Works)

**AND**

.....

**(Name of contractor/supplier)**

I, ..... [ *(name)* ] representing  
..... [ *Insert name of contractor/supplier* ], do  
hereby acknowledge that ..... [ *insert name of  
contractor/supplier* ] is an employer in his/her own right, with duties as prescribed in the Occupational  
Health and Safety Act No. 85 of 1993 ("the Act"), as amended, and agree to ensure that all work will  
be performed and/or machinery or plant used in accordance with the provisions of the Act.

I undertake that ..... [ *insert name of contractor/supplier* ] shall  
strictly adhere to, and ensure that his/her employees adhere to, the provisions of the Occupational  
Health and Safety Act, 1993 (Act 85 of 1993).

I have been provided with SHE specifications for project/service ..... [ *insert  
brief details of project/service, for example, name, contract/project number* ]  
..... and will comply with the requirements set out in these.

I accept and agree that the SHE specifications constitute arrangements and procedures between  
..... [ *Insert name of contractor/supplier* ] and  
Department of Public Works, which will ensure compliance by  
..... [ *Insert name of contractor/supplier* ] with the provisions  
of the Act, as contemplated in section 37(2) of the Act.

This agreement constitutes the sole agreement between the parties, and no variation, modification,  
or waiver of any of the provisions of this agreement or consent to any departure from these shall, in  
any manner, be of any force or effect, unless confirmed in writing and signed by both parties, and  
such variation, modification, waiver, or consent shall be effective only in the specific instance and for  
the specific purpose and to the extent for which it was made or given.



This agreement is signed on behalf of the parties, each signatory to this warranting that he/she has the requisite authority to do so.

Signed this ..... day of ..... 20 ..... at

..... (Place)

(Full name)..... (Signature) .....on

Behalf of ..... (Supplier/contractor)

**Contractor Responsible Manager** (responsible for signing the Department of Public Works' contract on behalf of the contractor)

Witnesses

- 1. ....
- 2. ....

Signed this ..... day of .....20.....

At ..... (Place)

(Full name..... (Signature).....on

On behalf of **Department of Public Works and Infrastructure (NDPW&I).**  
**(Department of Public Works representative)**

Witnesses

- 1. ....
- 2. ....



## 03 (EC) TENDER DATA

**Bid no: BL26/005**

**Bid/ Project Description: FEZILE DABI DISTRICT: 36 MONTHS PREVENTATIVE MAINTENANCE, SERVICE AND REPAIR OF STANDBY GENERATOR**

N/A



**PA-11: BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

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

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

**2. BIDDER'S DECLARATION**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>3</sup> in the enterprise, employed by the state?

YES  NO

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

Full Name	Identity Number	Name of State institution

<sup>(3)</sup> 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.

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



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

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

**3. DECLARATION**

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I declare 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 consortium<sup>4</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

<sup>4</sup> 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.

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



- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

**I DECLARE 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.**

Name of Bidder	Signature	Date	Position

This form is aligned to SBD 4.



## PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

\_\_\_\_\_

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

Held at \_\_\_\_\_ (place)

on \_\_\_\_\_ (date)

**RESOLVED that:**

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

\_\_\_\_\_

(project description as per Tender Document)

Tender Number: \_\_\_\_\_ (Tender Number as per Tender Document)

- 2 \*Mr/Mrs/Ms: \_\_\_\_\_

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

and who will sign as follows:

\_\_\_\_\_

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



	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

**Note:**

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

**ENTERPRISE STAMP**



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

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

\_\_\_\_\_

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

Held at \_\_\_\_\_ (place)

on \_\_\_\_\_ (date)

**RESOLVED that:**

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

\_\_\_\_\_

(list all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the consortium/joint venture)

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

\_\_\_\_\_

(project description as per Tender Document)

Tender Number: \_\_\_\_\_ (Tender Number as per Tender Document)

- 1 \*Mr/Mrs/Ms: \_\_\_\_\_

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

and who will sign as follows:

\_\_\_\_\_

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

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

Physical address: \_\_\_\_\_

\_\_\_\_\_ Postal Code \_\_\_\_\_



Postal Address: \_\_\_\_\_

Postal Code \_\_\_\_\_

Telephone number: \_\_\_\_\_ Fax number: \_\_\_\_\_

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
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8			
9			
10			

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

**Note:**

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

**ENTERPRISE STAMP**



### PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

- 1 \_\_\_\_\_
- \_\_\_\_\_
- 2 \_\_\_\_\_
- \_\_\_\_\_
- 3 \_\_\_\_\_
- \_\_\_\_\_
- 4 \_\_\_\_\_
- \_\_\_\_\_
- 5 \_\_\_\_\_
- \_\_\_\_\_
- 6 \_\_\_\_\_
- \_\_\_\_\_
- 7 \_\_\_\_\_
- \_\_\_\_\_
- 8 \_\_\_\_\_
- \_\_\_\_\_

Held at \_\_\_\_\_ *(place)*

on \_\_\_\_\_ *(date)*

**RESOLVED that:**

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

\_\_\_\_\_  
\_\_\_\_\_  
*(project description as per Tender Document)*

Tender Number: \_\_\_\_\_ *(tender number as per Tender Document)*

B. Mr/Mrs/Ms: \_\_\_\_\_



in \*his/her Capacity as: \_\_\_\_\_  
(position in the Enterprise)

and who will sign as follows: \_\_\_\_\_

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

C. The Enterprises constituting the consortium/joint venture, notwithstanding its composition, shall conduct all business under the name and style of:

\_\_\_\_\_

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

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

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

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

Physical address: \_\_\_\_\_

\_\_\_\_\_

Postal Code \_\_\_\_\_

Postal Address: \_\_\_\_\_

\_\_\_\_\_

Postal Code \_\_\_\_\_

Telephone number \_\_\_\_\_ Fax number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

	Name	Capacity	Signature
1			



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

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

**Note:**

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



**DPW-16. TENDER BRIEFING MEETING CERTIFICATE**

<b>Project title:</b>	<b>FEZILE DABI DISTRICT: 36 MONTHS PREVENTATIVE MAINTENANCE, SERVICE AND REPAIR OF STANDBY GENERATOR</b>		
<b>Tender / Quotation no:</b>	<b>BL26/005</b>	<b>Reference no:</b>	[Comments]

**Date Bid Briefing Meeting:** N/A

**Time of Bid Briefing Meeting:** N/A

**Venue:** N/A

This is to certify that I, \_\_\_\_\_

representing \_\_\_\_\_

attended the tender clarification meeting on: \_\_\_\_\_

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

<b>Name of Tenderer</b>	<b>Signature</b>	<b>Date</b>

<b>Name of DPW Representative</b>	<b>Signature</b>	<b>Date</b>



**DPW-21: RECORD OF ADDENDA TO TENDER DOCUMENTS**

<b>Project title:</b>	<b>FEZILE DABI DISTRICT: 36 MONTHS PREVENTATIVE MAINTENANCE, SERVICE AND REPAIR OF STANDBY GENERATOR</b>		
<b>Tender / Quotation no:</b>	<b>BL26/005</b>	<b>Reference no:</b>	[Comments]

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

	<b>Date</b>	<b>Title or Details</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

<b>Name of Tenderer</b>	<b>Signature</b>	<b>Date</b>

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

<b>Name of Tenderer</b>	<b>Signature</b>	<b>Date</b>

## PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender Number: BL26/005

Name of Tenderer .....  EME<sup>2</sup>  QSE<sup>3</sup>  Non EME/QSE (tick applicable box)

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

Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in rural / under developed area/township	Indicate if military veteran
1.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
2.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
3.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
4.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
5.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
6.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
7.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
8.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
9.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
10.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				

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

<sup>2</sup> EME: Exempted Micro Enterprise

<sup>3</sup> QSE: Qualifying Small Business Enterprise

**1. DECLARATION:**

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

- 1 The information and particulars contained in this Affidavit are true and correct in all respects;
- 2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), the Preferential Procurement Regulations, 2022, National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;
- 3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;
- 4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;
- 5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

**Signed by the Tenderer**

<b>Name of representative</b>	<b>Signature</b>	<b>Date</b>

**DPW-09 PARTICULARS OF TENDERER'S PROJECTS**

<b>Project title:</b>	<b>FEZILE DABI DISTRICT: 36 MONTHS PREVENTATIVE MAINTENANCE, SERVICE AND REPAIR OF STANDBY GENERATOR</b>		
<b>Tender / Quotation no:</b>	<b>BL26/005</b>	<b>Closing date:</b>	<b>Tuesday, 07 April 2026</b>
		<b>Time:</b>	<b>11H00</b>

*Note: The Tenderer is required to furnish the following particulars and to attach additional pages if more space is required.*

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

**1.1. Current projects**

Projects currently engaged in	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum of Project	Scope of Services (Work stages appointed for – eg 1 to 6)	Work stages completed	Work stages in progress
1.						
2.						
3.						
4.						
5.						
6.						
7.						



**1.2. Completed projects**

Projects completed in the last 5 (five) years	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum of Project	Scope of Services (Work stages appointed for – eg 1 to 6)	Date of appointment	Date of completion
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						

Name of Tenderer	Signature	Date
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## PA-16: 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

### 1.2 Preference Points System to be applied

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

1.3 Points for this tender shall be awarded for:

1.3.1 Price: Maximum 80 points

1.3.2 Specific Goals: Maximum 20 points

1.4 The maximum points for this tender are allocated as follows:

Preference Points System to be applied	80/20
PRICE	80
SPECIFIC GOALS	20
Total points for Price and Specific Goals	100

### 1.5 Breakdown Allocation of Specific Goals Points

1.5.1 For procurement transactions with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals as listed in the table below are applicable:

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE or any entity which is at least 51% owned by black people	10	<ul style="list-style-type: none"> <li>• SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.</li> </ul>
2.	<p><b>Located</b> in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area</p> <p>FEZILE DABI</p>	2	<ul style="list-style-type: none"> <li>• Official Municipal Rates Statement which is in the name of the bidder. Or</li> <li>• Any Account or statement which is in the name of the Bidder. Or</li> <li>• Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or</li> </ul>



Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
			<ul style="list-style-type: none"> <li>Lease Agreement which is in the name of the bidder.</li> </ul>
3.	An EME or QSE or any entity which is at least 51% owned by black women	4	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.</li> </ul>
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability	2	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or sworn affidavit where applicable. and</li> <li>Medical Certificate indicating that the disability is permanent or</li> <li>South African Social Security Agency (SASSA) registration indicating that the disability is permanent Or</li> <li>National Council for Persons with Physical Disability in South Africa registration (NCPDASA)</li> </ul>
5.	An EME or QSE or any entity which is at least 51% owned by black youth	2	<ul style="list-style-type: none"> <li>ID Copy and SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.</li> </ul>

1.6 Failure on the part of the tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals, if the service provider/ tenderer did not submit proof or documentation required to claim for specific goals will be interpreted to mean that preference points for specific goals are not claimed.

1.7 The organ of state reserves the right to require of a service provider/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).

## FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

**80/20      or      90/10**



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

Where

- $P_s$  = Points scored for price of tender under consideration  
 $P_t$  = Price of tender under consideration  
 $P_{min}$  = 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:

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

Where

- $P_s$  = Points scored for price of tender under consideration  
 $P_t$  = Price of tender under consideration  
 $P_{max}$  = 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 1,2 and 3 above 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)
1. An EME or QSE or any entity which is at least 51% owned by <b>Historically Disadvantaged Individuals</b> (HDI)	10	
2. Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	
3. An EME or QSE or any entity which is at least 51% owned by women	4	
4. An EME or QSE or any entity which is at least 51% owned by people with disability	2	
5. An EME or QSE or any entity which is at least 51% owned by youth.*	2	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs



1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

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

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....



## SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL

This affidavit **must not** be used for Construction/ CIDB related projects/ services

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner (**Select one**) of the following enterprise and am duly authorised to act on its behalf:

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Construction Business:</b>	
<b>Definition of "Black People"</b>	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
<b>Definition of "Black Designated Groups"</b>	"Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"



3. I hereby declare under Oath that:

- The Enterprise is \_\_\_\_\_ % Black Owned using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_ % Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_ % Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
  - Black Youth % = \_\_\_\_\_ %
  - Black Disabled % = \_\_\_\_\_ %
  - Black Unemployed % = \_\_\_\_\_ %
  - Black People living in Rural areas % = \_\_\_\_\_ %
  - Black Military Veterans % = \_\_\_\_\_ %

Based on the Audited Financial Statements/Financial Statements and other information available on the latest financial year-end of \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ the annual Total Revenue was R10, 000,000.00 (Ten Million Rands) or less  
Date/ month / year

Please Confirm on the below table the B-BBEE Level Contributor, by ticking the applicable box.

Please Confirm on the below table the B-BBEE Level Contributor, by ticking the applicable box.

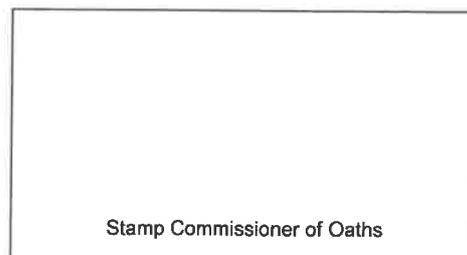
100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At Least 51% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	<b>Level Four</b> (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Commissioner of Oaths  
Signature & stamp



## SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL

This affidavit **must not** be used for Construction/ CIDB related projects/ services

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner (**Select one**) of the following enterprise and am duly authorised to act on its behalf:

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Construction Business:</b>	
<b>Definition of "Black People"</b>	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisation-</p> <p>i. before 27 April 1994; or</p> <p>ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</p>
<b>Definition of "Black Designated Groups"</b>	<p>"Black Designated Groups means:</p> <p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</p>



I hereby declare under Oath that:

- The Enterprise is \_\_\_\_\_ % Black Owned using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_ % Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_ % Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:

- Black Youth % = \_\_\_\_\_ %
- Black Disabled % = \_\_\_\_\_ %
- Black Unemployed % = \_\_\_\_\_ %
- Black People living in Rural areas % = \_\_\_\_\_ %
- Black Military Veterans % = \_\_\_\_\_ %

Based on the Audited Financial Statements/ Financial Statements and other information available on the latest financial year-end of \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Day/ month / year

(the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),

Please Confirm on the below table the B-BBEE Level Contributor, by ticking the applicable box.

100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At Least 51% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	

3. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
4. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Commissioner of Oaths  
Signature & stamp

Stamp Commissioner of Oath

**B-BBEE EXEMPTED AFFIDAVIT FOR EXEMPTED MICRO ENTERPRISES  
(ISSUED IN TERMS OF THE AMENDED CONSTRUCTION SECTOR CODE)**

(Gazette Vol. 630 No. 41287)  
Issued in terms of paragraph 3.6.2.4.1 (B)

I, the undersigned,

This affidavit  
must be used  
for Construction/  
CIDB related  
projects/ service  
only

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

- 1) The contents of this statement are to the best of my knowledge a true reflection of the facts.
- 2) I am a Member / Director / Owner of the following enterprise and am duly authorized to act on its behalf:

Enterprise Name:			
Trading Name (If Applicable):			
Registration Number:			
Enterprise Physical Address:			
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):			
Nature of Construction Business:	<b>BEP</b> (Built Environment Professional)	<b>Contractor</b>	<b>Supplier</b>
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – who are citizens of the Republic of South Africa by birth or descent; or who became citizens of the Republic of South Africa by naturalization before 27 April 1994; or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date."		
Definition of "Black Designated Groups"	"Black Designated Groups" means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"		

3) I hereby declare under Oath that as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- The Enterprise is \_\_\_\_\_ % Black Owned
- The Enterprise is \_\_\_\_\_ % Black Female Owned
- The Enterprise is \_\_\_\_\_ % Owned by Black Designated Group (provide Black Designated Group Breakdown below as per the definition in the table above)

- o Black Youth % \_\_\_\_\_ %
- o Black Disabled % \_\_\_\_\_ %
- o Black Unemployed % \_\_\_\_\_ %
- o Black People living in Rural areas % \_\_\_\_\_ %

o Black Military Veterans % \_\_\_\_\_ %

4) Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_/\_\_\_\_/\_\_\_\_, the annual Total Revenue was less than the applicable amount confirmed by ticking the applicable box below.

BEP	R1.8 million	
Contractor	R3.0 million	
Supplier	R3.0 million	

*If the turnover exceeds the applicable amount in the table above then this affidavit is no longer applicable and an EME certificate must be obtained from a rating agency accredited by SANAS or when applicable a B-BBEE Verification Professional Regulator appointed by the Minister of Trade and Industry.*

Please Confirm on the below table the B-BBEE Level Contributor, by ticking the applicable box below.

100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	
At least 30% Black Owned	<b>Level Four</b> (100% B-BBEE procurement recognition level)	
Less than 30% Black Owned	<b>Level Five</b> (80% B-BBEE procurement recognition level)	

5) I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

6) The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
 Commissioner of Oaths  
 Signature & stamp

Stamp Commissioner of Oath



# **FACILITIES MANAGEMENT CONDITIONS OF CONTRACT (DPW)**

## **SEPT. 2005 VERSION 1**



PA-10 (FM): CONDITIONS OF CONTRACT

1. DEFINITIONS

- 1.1. *The following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:*
- 1.1.1. *"Additional Services" are increases in the quantity of the routine Services detailed in the Scope of Works.*
- 1.1.2. *"Bill of Quantities" means the document so designated in the Pricing Data that describes the Services and indicates the quantities and rates associated with each item which the Employer agrees to pay the Service Provider for the Services completed;*
- 1.1.3. *"Certificate of Completion" means the certificate issued by the Service Manager signifying that the Contract has expired;*
- 1.1.4. *"Commencement Date" means the date on when the Service Provider is notified of the Employer's acceptance of its offer;*
- 1.1.5. *"Contract" means the Contract signed by the Parties and of which these Conditions of Contract form part of, and such amendments and additions to the Contract as may be agreed in writing between the Parties;*
- 1.1.6. *"Contract Data" means the specific data, which together with these Conditions of Contract, Scope of Works and Pricing Data collectively describe the risks, liabilities and obligations of the contracting Parties and the procedures for the administration of the Contract;*
- 1.1.7. *"Contract Period" is from Commencement Date for the period stated in the Contract Data;*
- 1.1.8. *"Contract Price" means the price to be paid for the Services in accordance with the Pricing Data, subject to such additions thereto or deductions there from as may be made from time to time under the provisions of the Contract;*
- 1.1.9. *"Contract Sum" refers to the amount stated by the Service Provider in the Form of Offer and Acceptance;*
- 1.1.10. *"CPAP" means contract price adjustment provisions used for the adjustment of fluctuations in the cost of labour, plant and materials and goods as stated in the Contract Data;*
- 1.1.11. *"Day" means a calendar day;*
- 1.1.12. *"Drawings" means all drawings, calculations and technical information which are made available to the Service Provider for inspection at a venue and time to be announced by the Service Manager and any modifications thereof or additions thereto from time to time approved in writing by the Employer or delivered to the Service Provider by the Employer;*
- 1.1.13. *"Employer" means the contracting Party named in the Contract Data who appoints the Service Provider;*
- 1.1.14. *"Equipment" includes all appliances, tools implements, machinery, articles and things of whatsoever nature required in or for the rendering, completion or defects correction of the Services but does not include materials;*
- 1.1.15. *"Facilities" means the land and buildings, detailed in the Scope of Works, and any additions, or omission thereto, made available by the Employer for the purposes of the Contract, on, under, over, in or through which the Services are to be rendered or carried out;*



- 1.1.16. *"Form of Offer and Acceptance" means the written communication by the Employer to the Service Provider recording the acceptance of the Service Provider's offer;*
- 1.1.17. *"Identified Projects" means any projects, other than routine Services, identified and agreed to by the Parties during the Contract period or any extensions thereto, to be completed in terms of the Contract.*
- 1.1.18. *"Materials" includes all materials, commodities, articles and things required to be furnished under the Contract for the execution of the Services;*
- 1.1.19. *"Month" refers to the period commencing on a certain day of a month to the day preceding the corresponding day of the next month;*
- 1.1.20. *"Parties" means the Employer and the Service Provider;*
- 1.1.21. *"Pricing Data" means the document that contains the Bill of Quantities and provides the criteria and assumptions, which it will be assumed in the Contract were taken into account by the Service Provider when developing his prices;*
- 1.1.22. *"Services" means all the work to be performed by the Service Provider during the Contract Period in accordance with the Contract, as more fully set out in the Scope of Works, as amended from time to time by written agreement between the Parties;*
- 1.1.23. *"Service Provider" means the Tenderer, as named in the Contract Data, whose offer has been accepted by or on behalf of the Employer and, where applicable, includes the Service Provider's heirs, executors, administrators, trustees, judicial managers or liquidators, as the case may be, but not, except with the written consent of the Employer, any assignee of the Service Provider;*
- 1.1.24. *"Service Manager" means the representative of the Employer named as the Service Manager in the Contract Data. The Employer reserves the right to replace the said Service Manager, by written notice to the Service Provider, without the need to furnish reasons therefor;*
- 1.1.25. *"Scope of Work" refers to the document which defines the Employer's objectives and requirements and specifications and any other requirements and constraints relating to the manner in which the Services must, or may, be provided or performed;*
- 1.1.26. *"Service Period" refers to the period indicated in the Contract Data during which the Service Provider shall render the Services required in terms of the Contract;*
- 1.1.27. *"Transitional Stage" refers to the period indicated in the Contract Data, which commences immediately on the expiry of the Service Period, and during which the Services to be provided by the Service Provider shall include, inter alia, the provision and transfer to the incoming service provider of managerial support and information, as detailed in the Scope of Works.*

## 2. INTERPRETATION

- 2.1. *In this Contract, except where the context otherwise requires:*
- 2.1.1 *The masculine includes the feminine and the neuter, vice versa;*
- 2.1.2 *The singular includes the plural; and vice versa*
- 2.1.3 *Any reference to a natural person includes a body corporate, firm, association or consortium/joint venture/partnership, vice versa.*
- 2.2. *The headings to the clauses of this Contract are included for reference purposes only and shall not affect the interpretation of the provisions to which they relate.*



- 2.3. *Words and phrases defined in any clause shall bear the meanings assigned thereto.*
- 2.4. *The various parts of the Contract are severable and may be interpreted as such.*
- 2.5. *The expressions listed in clause 1 bear the meanings as assigned thereto and cognate expressions bear corresponding meanings.*
- 2.6. *If any provision in a definition clause is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive clause in the body of the Contract, notwithstanding that it is only contained in the interpretation clause.*

### 3. DURATION

- 3.1. *The rights and obligations of the Parties to this Contract shall commence on the Commencement Date.*
- 3.2. *Subject to the terms of clauses 33 and 34 relating to breach and termination respectively, the Contract will commence on the Commencement Date and terminate on the expiry of the Contract Period, unless it is extended in terms of clause 3.3.*
- 3.3. *The terms or duration of the Contract may be extended as a result of bona fide negotiations between the Parties. No extension of term or duration of the Contract shall however be valid unless the terms and conditions of such extension has been reduced to writing and signed by the authorised representatives of both Parties.*

### 4. RIGHTS AND OBLIGATIONS OF THE EMPLOYER

- 4.1. *The Employer shall give access to or supply the Service Provider with:*
  - 4.1.1 *All relevant, available data and information required and requested by the Service Provider for the proper execution of the Services; and*
  - 4.1.2 *Such assistance as shall reasonably be required by the Service Provider for the execution of its duties under the Contract.*

### 5. RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER

- 5.1. *The Service Provider shall, in executing his obligations, comply with the Service Manager's written instructions on any matter relating to the Services.*
- 5.2. *The Service Provider shall take instructions only from the Service Manager or other persons authorised by the Service Manager in terms of Clause 6.*
- 5.3. *The Service Provider shall not have the power of attorney or authority to enter into any contract or to otherwise bind or incur liability on behalf of the Employer, save where prior written authorisation has been obtained.*
- 5.4. *The Service Provider shall ensure that it, its employees, agents and representatives have the relevant experience and capacity necessary for rendering of the Services with the reasonable degree of skill, care and diligence that may be expected of professionals providing services similar to the Services.*
- 5.5. *Should any member of the Service Provider's team, in the opinion of the Service Manager or occupants of the Facilities, misconduct himself or is incompetent or negligent in the delivery of the Services, or whose presence on the Facilities is otherwise considered by the Service Manager, or occupants of the Facilities, on reasonable grounds, to be undesirable, the Employer may, in writing and together with reasons therefor, request that such person be removed. Such person shall not again be employed on the Services without the prior written consent of the Employer.*



- 5.6. *The Service Provider undertakes to effect such removal, as referred to in 5.5 above, within a day of receipt of the Employer's written request.*
- 5.7. *The Service Provider shall ensure that reasonable levels of care and responsibility are exercised when using items belonging to the Employer in the delivery of the Services.*
- 5.8. *During the ongoing provision of the Services the Service Provider shall at all times keep the Facilities clean and in a safe condition.*
- 5.9. *Notwithstanding anything herein contained to the contrary, it is specifically agreed that the appointment of the Service Provider shall not create an employment contract or relationship between the Parties and the Service Provider or his employees shall therefore not be entitled to any benefits to which the employees of the Employer may be entitled.*

## 6. SERVICE MANAGER

- 6.1. *The Service Manager shall administer the Contract on behalf of the Employer in accordance with the provisions of the Contract.*
- 6.2. *The Service Manager may delegate any of his powers and authority and may cancel such delegation, on the prior written notification thereof to the Service Provider.*
- 6.3. *Such delegation shall continue in force until the Service Manager notifies the Service Provider in writing that the delegation is terminated.*
- 6.4. *The Service Provider may at any time, prior to giving effect thereto, refer any written order or instruction of the Service Manager's delegatee to the Service Manager who shall confirm, reverse or vary such order or instruction.*

## 7. SECURITY

- 7.1. *The Service Provider shall provide to the Employer security in the amount and in the form set out in the Contract Data and any expenditure incurred in doing so shall be borne by the Service Provider.*
- 7.2. *Should the Service Provider fail to select the security to be provided or should the Service Provider fail to provide the Employer with the selected security within 21 days from Commencement Date, it shall be deemed that the Service Provider has selected a security in the form of a retention of 2.5 % of the Contract Sum (excl. VAT).*

## 8. SECURITY CLEARANCE

- 8.1. *In the event of security clearance becoming necessary, the Service Provider, any subcontractors and all human resources utilized by the Service Provider undertake to undergo security clearance, for which purpose the necessary forms will be made available to the Service Provider at the relevant time by the Employer. The Service Provider accepts that if he or any of his human resources refuses to undergo the required security clearance, they will not be allowed on the Facilities to render the Services.*
- 8.2. *It is required that all persons engaged in the rendering of the Services shall be easily identifiable and where required, security cleared.*

## 9. CONFIDENTIALITY

- 9.1. *The Service Provider undertakes to keep any and all information, of whatever nature, relating to the Contract or which he becomes privy to due to his presence at the Facilities, strictly confidential and such shall not be sold, traded, published or otherwise disclosed to anyone in*



*any manner whatsoever, including by means of photocopy or other reproduction, without the Employer's prior written consent. As disclosure or improper use of the confidential information, without the Employer's prior written consent, will cause the Employer harm:*

- 9.1.1 *the Service Provider shall be liable for any loss or damages suffered by the Employer and shall indemnify the Employer against any claims by third parties as a result of such unauthorised disclosure or use thereof, either in whole or in part; and/or*
- 9.2.1 *the Employer shall be entitled to cancel the Contract*
- 9.2. *The Service Provider shall be entitled to disclose such confidential information to the following persons, who have a clear need to know interest, in order to assist with the rendering of the Services on the Contract:*
  - 9.2.1 *employees, officers and directors of the Service Provider; and*
  - 9.2.2 *any professional consultant or agent retained by the Service Provider for the purpose of rendering the Services, provided that the identity of such consultant or agent is made known to the Employer in writing and the Employer acknowledges in writing that the confidential information may be disclosed to such person.*
- 9.3. *The Service Provider shall be responsible for ensuring that all persons to whom the confidential information is disclosed under this Contract shall keep such information confidential and shall not disclose or divulge the same to any unauthorised person.*
- 9.4. *The confidential information shall remain the property of the Employer and the Employer may demand the return or destruction thereof, at the cost of the Service Provider, at any time upon giving written notice to the Service Provider. Within ten (10) days of receipt of such notice, the Service Provider shall return all of the original confidential information and shall destroy all copies and reproductions (both written and electronic) in its possession or in the possession of persons to whom it was disclosed and furnish a certificate to the Employer stating as much.*

#### 10. *AMBIGUITY IN DOCUMENTS*

- 10.1. *The several documents forming the Contract are to be taken as mutually explanatory of one another and any ambiguity in or discrepancy between them shall be explained and, if necessary, rectified by the Service Manager who shall thereupon issue to the Service Provider a written explanation giving details of the adjustments, if any, and a written instruction directing what Service, if any, is to be delivered.*

#### 11. *INSURANCES*

- 11.1. *It is the responsibility of the Service Provider to assess his risks on this project and to ensure that he obtains and maintains the adequate insurances to cover such risks.*

#### 12. *ACCESS TO THE FACILITIES AND COMMENCEMENT OF THE SERVICES*

- 12.1. *The Service Provider shall provide the Employer, within 21 days of the Commencement Date, with an acceptable health and safety plan and such other information required in terms of the Occupational Health and Safety Act (85 of 1993).*
- 12.2. *The Service Period shall commence 30 days from Commencement date, or on such other date as maybe specified in the Contract Data*
- 12.3. *Notwithstanding the provision of 12.2, the Service Provider shall be given access to the Facilities or portions thereof, only after the provision by the Service Provider of an acceptable health and safety plan and of security clearance being obtained in terms of Clauses 12.1 and 8.1 respectively.*



- 12.4. *The Service Provider shall be given access to the Facilities or portions thereof and shall render the Services in accordance with its programme, referred to in clause 13 or after the receipt by him of a written instruction to this effect.*
- 12.5. *If the Employer fails to give the Service Provider access to the facility or any portion thereof for any reason other than default by the Service Provider and the Service Provider suffers additional costs as a result thereof, the Service Provider shall be entitled to make a claim therefor provided that the Service Provider is able to prove his claim and that he has taken all reasonable steps to mitigate the additional costs.*
13. **PROGRAMME**
- 13.1. *The Service Provider shall deliver to the Service Manager within 14 days from Commencement Date, a realistic programme and a cash flow for the delivery of the Services. The programme shall describe and detail the order in which the Services are to be rendered and shall be subject to the approval of the Service Manager, which written approval shall not be unreasonably withheld.*
- 13.2. *The Service Provider shall, on receipt of a written request from the Service Manager, furnish the Employer with any documents or information, of whatever nature, in support of the programme and/or in relation to the manner in which the Services are to be rendered and/or the resources to be supplied and used in the rendering of the Services and/or progress of the various parts of the Contract; and/or a detailed cash flow forecast.*
- 13.3. *A programme and the cash flow forecast will be submitted in terms of 13.1 and reviewed quarterly or as circumstances may require.*
- 13.4. *Agreement to the programme by the Service Manager or any adjustment thereto will not alter the responsibilities of the Service Provider in terms of this Contract.*
14. **SUBCONTRACTING**
- 14.1. *The Service Provider may subcontract any part of the Services at its discretion. The subcontracts shall incorporate the applicable terms, conditions and requirements of this Contract.*
- 14.2. *Subcontracting by the Service Provider shall not be construed as relieving the Service Provider from any obligations under the Contract or imposing any liability on the Employer.*
15. **INTELLECTUAL PROPERTY RIGHTS INDEMNITY**
- 15.1. *The Service Provider undertakes to obtain the necessary consent from the proprietors or their licensees should the Service Provider make use of the intellectual property of any other person.*
- 15.2. *The Service Provider further indemnifies the Employer against any claim or action (including costs on an attorney and client scale) caused by or arising from the failure to obtain such consent.*
16. **COMPLIANCE WITH LEGISLATION**
- 16.1. *This clause applies to legislation emanating from national and provincial government as well as that of any local authorities in whose area of jurisdiction the Facilities fall and which have a bearing on the delivery of the Services and Facilities under this Contract.*
- 16.2. *All the applicable legislation, which does not specifically allow discretion in respect of compliance by the Employer, shall be followed exactly as intended by such legislation regardless of any instructions, verbal or in writing, to the contrary.*



- 16.3. *Should any applicable legislation allow discretion in respect of compliance by the Employer it shall be followed exactly as intended by the relevant legislation as if no discretion is allowed until such time as specific instructions in writing are issued to the Service Provider by the Service Manager.*
- 16.4. *The Service Provider shall in the provision of the Services comply with the provisions of, and give all notices and pay all fees, taxes, levies and other charges required to be given or paid in terms of any legislation or imposed by any other body or person. The Service Provider hereby indemnifies the Employer against any liability for any breach of the provision of this clause.*
- 16.5. *It is the responsibility of the Service Provider to obtain the consents, permissions and/or permits, referred to in Clause 16.4, in the provision of the Services.*
- 16.6. *The Service Provider shall not have a claim against the Employer, and the Employer shall not be liable to refund the Service Provider for any of the fees, taxes, levies and other charges referred to Clause 16.4.*
17. **REPORTING OF INCIDENTS**
- 17.1. *In addition to the above, the Service Provider shall, as soon as possible, notify the Employer in writing of any incidents at the Facilities, which resulted or could have resulted in damage to property or injury or death to persons.*
- 17.2. *The Service Provider shall verbally notify the Service Manager of any of the incidents referred to in 17.1 immediately after the occurrence thereof.*
- 17.3. *The Service Provider shall follow up the verbal notification referred to in 17.2 with a detailed written report on such incidents to the Service Manager within the time frame indicated by the Service Manager, but in any event within 48 hours of the incident.*
- 17.4. *The written report referred to in 17.3 shall provide for all incidents, which resulted in injury, death or damage to property.*
- 17.5. *The Service Provider shall notify the Employer immediately, on becoming aware of the Contract requiring him to undertake anything that is illegal or impossible*
18. **NUISANCE**
- 18.1. *The Service Provider shall deliver the Services in a manner that shall not cause unnecessary noise, nuisance, or hinder the normal activities in the Facilities.*
- 18.2. *The Service Provider hereby indemnifies the Employer against any liability arising out of the Service Provider's non-compliance with his obligations in terms of Clause 18.1.*
19. **MATERIALS, WORKMANSHIP AND EQUIPMENT**
- 19.1. *All Services delivered, and materials and workmanship shall comply with the requirements of this Contract, the manufacturer's specification; good industry practice and the Service Manager's written instructions and shall be suitable for the purpose intended.*
- 19.2. *The Service Provider shall, in accordance with the Scope of Works or if instructed by the Service Manager, carry out tests demonstrating the acceptability of the relevant Services provided, or the suitability of materials or equipment to be used.*
- 19.3. *The Service Provider shall provide all necessary assistance, labour, materials, testing equipment and instruments for the purpose of such tests to be performed by himself or, if so instructed by the Service Manager, for the purposes of tests to be performed by any other person.*



- 19.4. *All costs for tests carried out shall be deemed to be included in the Service Provider's prices*
- 19.5. *Copies of the reports on the tests referred to in Clause 19.2 shall be forwarded by the Service Provider to the Employer within 10 days of the tests being completed.*

## 20. URGENT WORK

- 20.1. *The Employer may, by itself or through another service provider, effect any remedial or other repair work which becomes necessary due to no act or omission on the part of the Service Provider.*
- 20.2. *If the remedial or repair work became necessary due to an act or omission on the part of the Service Provider, its employees, agents or representatives, the Service Provider shall effect such remedial or repair work at its own cost.*
- 20.3. *If the remedial or repair work is urgently necessary due to an act or omission on the part of the Service Provider, its employees, agents or representatives and the Service Provider refuses to or is not available or able to effect such remedial or repair work, the Employer may effect such remedial or repair work either by itself or through another service provider.*
- 20.4. *If the Employer effects the remedial or repair work in terms of 20.3, then the Employer may recover such costs, losses or damages from the Service Provider or by deducting the same from any amount still due under this Contract or under any other contract presently or hereafter existing between the Employer and the Service Provider and for this purpose all these contracts shall be considered one indivisible whole.*

## 21. INDEMNIFICATIONS

- 21.1. *The Service Provider shall be liable for and hereby indemnifies the Employer against any liability, claim, demand, loss, cost, damage, action, suits or legal proceedings whether arising in common law or by statute consequent upon:*
- 21.1.1 *personal injuries to or the death of any person arising out of, related to, occasioned by, attributed to, or in the cause of or caused by the rendering of the Services;*
- 21.1.2 *loss of or damage to any movable or immovable or personal property or property contiguous to the Facilities whether belonging to or under the control of the Employer or any other body or person arising out of, related to, occasioned by, attributed to, or in the cause of or caused by reason of the rendering of the Services;*
- 21.1.3 *any liens, attachments, charges or other encumbrances or claims upon or in respect of any materials parts, work-in-process or finished work furnished to, or in respect of which any payment has been made by the Employer.*
- 21.2. *The Employer accepts liability for all acts or omissions of its employees, agents or representatives.*

## 22. VARIATIONS

- 22.1. *The Employer may at any time during the Contract Period, vary the Services by way of additions, omissions, or substitutions.*
- 22.2. *No variation by the Employer of whatever nature shall vitiate the Contract.*
- 22.3. *Any Services required by the Employer outside of the Services as referred to in the Scope of Works will be regarded as being Identified Projects and shall be dealt with under clause 23 and shall be executed as a variation order.*
- 22.4. *The Service Provider shall inform the Employer of any instructions that are deemed to be Additional Services prior to such instructions being executed.*



- 22.5. *Additional Services will only be executed by the Service Provider after receipt by him of a written instruction from the Service Manager.*
- 22.6. *If no prior written authorisation, as required in 22.5 above, has been obtained, the Employer shall not reimburse the Service Provider for the Additional Services so executed, and the Service Provider agrees that it shall not have a claim for payment for such Additional Services.*
- 22.7. *The Additional Services will be valued at the rates in the Pricing Data.*
23. **IDENTIFIED PROJECTS**
- 23.1. *The Service Provider shall inform the Employer of any instructions that are deemed to be Identified Projects prior to such instructions being executed.*
- 23.2. *The Employer is not obliged to engage the services of the Service Provider on Identified Projects. The Employer may, by itself, through another service provider or through the Service Provider effect the services/works under Identified Projects.*
- 23.3. *Identified Projects will only be executed by the Service Provider after receipt by him of a written instruction from the Service Manager.*
- 23.4. *If no prior written authorisation, as required in 23.3 above, has been obtained, the Employer shall not reimburse the Service Provider for the Identified Projects so executed, and the Service Provider agrees that it shall not have a claim for payment for such Identified Projects.*
- 23.5 *In respect of the Identified Projects, the written instruction referred to in 23.3 shall:*
- (a) *describe the services/works required to be executed by the Service Provider under the Identified Project;*
  - (b) *state the due commencement and completion dates of the relevant Identified Project;*
  - (c) *state the total cost of the relevant Identified Project as agreed to between the Parties; and*
  - (d) *any additional requirements, conditions of contract and/or restrictions, other than those already stated in the Contract, that will be applicable.*
- 23.6 *Within 14 days of receipt of the written instruction referred to in 23.5, the Service Provider shall furnish the Employer with a realistic programme and a cash flow for the relevant Identified Project as required in 13.*
- 23.7 *Where an Identified Project comprises services/works that are of the same or similar character executed under the same or similar conditions as those to which the rates in the Pricing Data apply, it shall be valued at such rates.*
- 23.8 *Where an Identified Project comprises services/works that are not of the same or similar character executed under the same or similar conditions as those to which the rates in the Pricing Data apply, it shall be valued at market related rates to be agreed to in writing between the Employer and the Service Provider and in advance of executing the Identified Project. Failing agreement, the rates applicable shall be as determined by the Employer.*
- 23.9 *If the Service Provider fails to complete the Identified Project by the completion date specified in the written instruction referred to in 23.3, then the Service Provider will be liable for a penalty, at the rate stated in the Contract Data, for every day that lapses from the due completion date of the relevant Identified Project to the date of the actual completion of such Identified Project.*



- 23.10 *If the Identified Projects are delayed by variations, omissions, additions, substitutions or organised work stoppages by any workman not due to any action on the part of the Service Provider, exceptionally inclement weather, any substantial increase in provisional quantities or any other cause beyond the Service Provider's control, including delays caused by the Employer, then the Service Provider shall be entitled to apply in writing within 21 days of the cause of delay arising to the Service Manager for extension of the due completion date of the relevant Identified Project stating the cause of delay and period of extension applied for.*
- 23.11 *If during the period for completion of the Identified Project or any extension thereof abnormal rainfall or wet conditions occur, the formula below shall be used to calculate separately the delay for each calendar month or part thereof. It shall be calculated each month during the period referred to herein above, or until the issue date of the certificate of completion for the relevant Identified Project, whichever is the shorter period. The delay calculated for a given month shall be used to determine the interim extension of time granted for the month. At the end of the applicable period referred to above, the aggregate of the monthly delays will be taken into account for the final determination of the total extension of time for the Contract:*

$$V = \frac{(Nw - Nn) + (Rw - Rn)}{X}$$

- V = Delays due to rain in calendar days in respect of the calendar month under consideration.*
- Nw = Actual number of days during the calendar month on which a rainfall of Y mm or more per day has been recorded*
- Rw = Actual rainfall in mm for the calendar month under consideration.*
- Nn = Average number of days in the relevant calendar month (as derived from existing rainfall records provided in the project specifications) on which a rainfall of Y mm or more per day has been recorded.*
- Rn = Average rainfall in mm for the calendar month, as derived from the rainfall records supplied in the project specifications.*
- X = 20, unless otherwise provided in the project specifications.*
- Y = 10, unless otherwise provided in the project specifications.*

*The total delay that will be taken into account for the determination of the total extension of time for the Contract shall be the algebraic sum of the monthly totals for the period under consideration. But if the grand total is negative, the time for completion shall not be reduced on account of abnormal rainfall. The total extension of time for any calendar month shall not exceed (Nc - Nn) calendar days, where Nc = number of days calendar days in the month under consideration*

*The factor (Nw - Nn) shall be considered to represent a fair allowance for variations from the average number of days during which rainfall equals or exceeds Y mm per day.*

*The factor (Rw - Rn) ÷ X shall be considered to represent a fair allowance for variations from the average for the number of days during which rainfall does not equal or exceed Y mm per day, but when wet conditions prevent or disrupt work.*

*This formula does not take into account any flood damage, which could cause further or concurrent delays and which should be treated separately in so far as extension of time is concerned.*

*Accurate rain gaugings shall be taken at a suitable point on the site daily at 08:00 unless otherwise agreed to by the Service Manager, and the Contractor shall, at his own expense,*



*take all necessary precautions to ensure that the rain gauges cannot be interfered with by unauthorized persons.*

*Information regarding existing rainfall records, if available from a suitable rainfall station near the site, will be supplied in the project specifications, together with calculations of rain delays for previous years in accordance with the above formula. The average of these delays will be regarded as normal rain delays which the Contractor shall accommodate in his programme, and for which no extension of time will be considered.*

- 23.12 *Upon receipt of such written application, referred to in 23.10, the Employer may in writing extend the due completion date of the relevant Identified Project by a period to be determined by the Employer or may refuse to extend the due completion date of the relevant Identified Project. The due completion date of an Identified Project may not be extended beyond the end of the Contract Period stated in the Contract Data.*
- 23.13 *Any decision given by the Employer, in terms of 23.12, shall be final and binding on the Parties.*
- 23.14 *Should the Service Provider fail to apply in writing for an extension of the due completion date of the relevant Identified Projects within the 21 days referred to in 23.10, or should the Employer not grant an extension of the due completion date then the due completion date stipulated in the relevant written instruction referred to in 23.5 shall not be extended nor the Service Provider exonerated from liability to pay the penalty stipulated in 23.9 or from specific performance of the service/works within the period in the relevant written instruction.*

#### 24. *SUSPENSION OF THE SERVICES*

- 24.1 *The Service Provider shall, on the written order of the Service Manager, suspend the provision of the Services or any part thereof for such time or times and in such manner as the Service Manager shall order and shall, during such suspension, properly protect the Services so far as is necessary.*
- 24.2 *If the Service Provider is instructed in writing by the Service Manager to suspend any or all of the Services, the Service Provider shall re-schedule the relevant Services. For the duration of such suspension all penalties applicable to that Service will be waived. Should the Service Provider suffer any additional costs resulting from such suspension, the Service Provider shall be entitled to make a claim therefor provided that the Service Provider shall prove his claim and that he has taken all reasonable steps to mitigate the additional costs.*
- 24.3 *If the Service Provider is unable to render any of the Services for any reason other than an instruction by the Employer to suspend the Services in terms of clause 24.1, the Employer shall not be liable for any claim of whatever nature, including a claim for costs, by the Service Provider.*

#### 25. *PENALTY FOR NON-PERFORMANCE*

- 25.1 *The Service Provider shall be liable for a performance deduction, if the Service Provider in rendering any of the Services required under the Scope of Works, as amended from time to time,*
- 25.1.1 *delays in performing any of the Services;*
- 25.1.2 *fails to perform any of the Services;*
- 25.1.3 *fails to perform any of the Services to the standard required in the Scope of Works, as amended from time to time.*
- 25.2 *The performance deduction shall be calculated in accordance with the formula detailed in the Scope of Works.*



- 25.3 *The Service Provider shall not be liable for a performance deduction, if the Service Provider is unable to perform due to no fault of his own, his employees, agents or representatives.*
26. **PAYMENTS**
- 26.1 *The Service Manager will evaluate the Service Provider's performance on a monthly basis.*
- 26.2 *The Service Provider shall submit a monthly certificate taking into account the following:*
- 26.2.1 *the assessment of the Services rendered during the assessment month, including routine services, management fees, and services using call down rates;*
- 26.2.2 *adjustments in terms of the pricing data;*
- 26.2.3 *additional work rendered by the Service Provider;*
- 26.2.4 *CPAP adjustment where stated in the Contract Data; and*
- 26.2.5 *VAT. Vat will be indicated separately in all documents.*
- 26.3 *If the Service Provider elects a security of 2,5% retention, or a 1,25% cash and 1,25% retention, then 5% of all moneys (excl. VAT) in the monthly certificate assessed by the Service Manager as being due to the Service Provider will be retained until such time as the amount retained equals 2.5% or 1,25%, whichever is applicable, of the Contract Sum (excl. VAT)*
- 26.4 *The monthly certificate shall be supported by a detailed report substantiating the Services rendered at each Facility during the month under assessment.*
- 26.5 *The monthly certificate shall be assessed by the Service Manager. If the Service Manager agrees with the certificate, he will issue a statement within 14 days of the receipt of the certificate, taking into account inter alia the following:*
- i. **Deductions for penalties;**
  - ii. **Deductions for overpayments;**
  - iii. **Deductions for retention**
  - iv. **Deductions for damages.**
- 26.6 *The Service Provider shall, on receipt of the statement referred to in 26.5, issue to the Employer a tax invoice in the amount reflected in the statement. The Employer shall effect payment to the Service Provider within 16 days of receipt of the tax invoice.*
- 26.7 *If the Service Manager does not agree with the certificate issued by the Service Provider in terms of Clause 26.2, the Service Manager shall within 14 days of receipt of the certificate, issue a statement in the amount to which the Service Manager agrees and shall give reasons for rejecting the balance of the claim indicated in the statement.*
- 26.8 *The Service Provider shall furnish the Employer with a tax invoice in the amount indicated in the statement referred to in Clause 26.7.*
- 26.9 *With regards to the claim in dispute, the Service Provider may, within 14 days of the Service Manager issuing the statement referred to in 26.7, submit a revised certificate or a justification for his claim or declare a dispute in terms of 34.*
- 26.10 *If it is later resolved that the amount in dispute or any part thereof is owing to the Service Provider, the Employer shall be liable for interest thereon from 30 days after the issue of the relevant monthly certificate referred to in 26.2 until the date of payment at the interest rate determined from time to time, by the Minister of Finance in terms of section 80 (1)(b) of the Public Finance Management Act, 1999 (Act 1 of 1999), as amended.*



26.11 *All the work shall be evaluated in accordance with the provisions of the Pricing Data.*

26.12 *In assessing the quality of the work presented by the Service Provider, the Employer may enlist the assistance of third persons. In assessing the work the third person shall act reasonably. The selection of such third persons shall be in the absolute discretion of the Employer and the Service Provider shall abide by such selection.*

26.13 *Any and all extra costs incurred by the Service Provider, resulting from the Service Provider having to address and/or rectify queries arising from a claim submitted in respect of work done, shall be for the account of the Service Provider.*

## 27. RELEASE OF SECURITY

27.1 *If the Service Provider has furnished a security by way of a variable guarantee of 2.5% of the Contract Sum (excl. VAT), the security will be reduced and be released in accordance with the provisions of such variable guarantee.*

27.2 *If the Service Provider elects to furnish a security by way of a cash deposit of 2.5% of the Contract Sum (excl. VAT), then the security will be released as follows:*

27.2.1 *annually in equal portions, subject to 27.2.2 and 27.2.3;*

27.2.2 *95% of the last annual portion of retention shall be released within 30 days of the expiry of the Service Period;*

27.2.3 *the remaining retention shall be released within 30 days of the issue of the Certificate of Completion.*

27.3 *If the form of security selected is:*

(a) *a retention of 2.5% of the Contract Sum (excl. VAT); or*

(b) *a 1,25% cash deposit and a 1,25% retention of the Contract Sum (excl. VAT),*

*then security will only be released after the 2,5% or 1,25% retention respectively has been accumulated, as follows:*

27.3.1 *annually in equal portions, subject to 27.3.2 and 27.3.3;*

27.3.2 *95% of the last annual portion of retention shall be released within 30 days of the expiry of the Service Period;*

27.3.3 *the remaining retention shall be released within 30 days of the issue of the Certificate of Completion.*

## 28. OVERPAYMENTS

28.1 *If any overpayment of whatever nature is made to the Service Provider, the Service Provider shall be obliged to repay such amount to the Employer and the Employer shall be entitled to deduct such over payment from any amount due to the Service Provider, in respect of this Contract or any other contract, which the Employer may have with the Service Provider. The Employer shall be entitled to claim interest on any and all overpayments made to the Service Provider at the rate prescribed, from time to time, by the Minister of Finance in terms of section 80 (1)(b) of the Public Finance Management Act, 1999 (Act 1 of 1999), as amended.*

## 29. COMPLETION



- 28.1 *At the expiry of the Service Period the Service Manager shall furnish the Service Provider with a written list of Employer's Assets and Data handed over at commencement of the Contract and accumulated during the Contract Period.*
- 29.2 *At the expiry of the Contract Period, the Service Manager shall issue to the Service Provider a Certificate of Completion.*
- 29.3 *Upon the issue of a Certificate of Completion, unless otherwise provided in the Contract:*
- 29.3.1 *The Guarantee shall be returned, if applicable.*
- 29.3.2 *The final cash deposit or retention, whichever is applicable, shall be reduced to zero.*

### 30. ASSIGNMENT

- 30.1 *The rights and obligations of the Parties in terms of this Contract shall not be ceded, assigned, delegated, or otherwise transferred, by either Party to any person outside of the Service Provider and the Employer, save with the prior written consent of the other Party.*
- 30.2 *Each Party warrants that he is acting as a principal and not as an agent of an undisclosed principal.*

### 31. INDULGENCES

- 31.2 *No extension of time, latitude or other indulgences which may be given or allowed by either Party to the other shall constitute a waiver or alteration of this Contract, or affect such Party's rights, or prevent such Party from strictly enforcing due compliance with each and every provision of this Contract.*

### 32. OWNERSHIP AND PUBLICATION OF DOCUMENTS

- 32.1 *The Employer will become the owner of the information, documents, advice, recommendations and reports collected, furnished and/or compiled by the Service Provider during the course of, and for the purposes of executing this Contract, all of which will be handed over to the Employer, unless otherwise stipulated in the Contract, within ten (10) days of request therefor, but in any event on the termination and/or cancellation of this Contract for whatever reason. The Service Provider relinquishes its retention or any other rights to which it may be entitled.*
- 32.2 *The copyright of all documents, recommendations and reports compiled by the Service Provider during the course of and for the purposes of finalising Services, and the Contract as a whole, will vest in the Employer, and may not be reproduced or distributed or made available to any person outside the Employer's service, or to any institution in any way, without the prior written consent of the Employer. The Employer shall have the right to use such material for any other purpose without the approval of, notification to or payment to the Service Provider.*
- 32.3 *The copyright of all electronic aids, software programmes etc. prepared or developed in terms of this Contract shall be vested in the Employer, who shall have the right to use such material for any other purpose without the approval of, information or payment to the Service Provider.*
- 32.4 *In case of the Service Provider providing documents or material to the Employer, the development of which has not been at the expense of the Employer, copyright shall not be vested in the Employer. The Service Provider shall be required to indicate to which documents and/or materials this provision applies.*
- 32.5 *The Service Provider hereby indemnifies the Employer against any action or claim that may be instituted against the Employer and for any damages suffered or legal costs (including costs on an attorney and client scale) incurred on the grounds of an alleged infringement of*



*any copyright or any other intellectual property right in connection with the work outlined in this Contract.*

- 32.6 *All information, documents, recommendations, programmes and reports collected or compiled must be regarded as confidential and may not be communicated or made available to any person outside the Employer's service and may not be published either during the currency of this Contract or after termination thereof without the prior written consent of the Employer.*

### 33. BREACH OF CONTRACT

- 33.1 *In the event of a breach by the Service Provider of any of the terms and conditions of this Contract, the Employer shall issue a notice of non-compliance requiring compliance within 10 (ten) days. In the event that the Service Provider fails to remedy such breach on expiry of the notice period, then the Employer shall without prejudice to any other rights that it may have, be entitled to exercise any or all of the following rights:*

- 33.1.1 *Enforce strict compliance with the terms and conditions of the Contract;*
- 33.1.2 *To terminate this Contract without prejudice to any other rights it may have;*
- 33.1.3 *To suspend further payments to the Service Provider;*
- 33.1.4 *To appoint other service providers to complete the execution of the Services, in which event the Service Provider shall be held liable for costs incurred in connection with and arising from the appointment of such a service provider as well as damages suffered.*

- 33.2 *The Service Provider agrees to, within ten (10) days of written request from the Employer, give access to and to make available all information, documents, programmes, advice, recommendations and reports collected, furnished and/or compiled by them to enable the Employer to assume responsibility for and the benefit of the project as a whole.*

- 33.3 *In the event of breach by the Employer of the terms and conditions of this Contract, and in the event of the Employer remaining in breach after ten (10) days' written notice calling for rectification of the breach, the Service Provider shall be entitled to:*

- 33.3.1 *enforce strict compliance with the terms and conditions of the Contract; or*
- 33.3.2 *terminate the Contract by delivering written notice to the Employer to that effect to the extent that such breach is of a material term of this Contract.*

### 34. STOPPAGE AND/OR TERMINATION OF CONTRACT

- 34.1 *The Employer reserves the right to terminate this Contract or temporarily stop the Services, or any part thereof, at any stage of completion.*

- 34.2 *The Employer shall have the right to terminate this Contract without prejudice to any of its rights upon the occurrence of any of the following acts:*

- 34.2.1 *on breach of this Contract by the Service Provider as stipulated in Clause 33;*
- 34.2.2 *on commencement of any action for the dissolution and/or liquidation of the Service Provider, except for purposes of an amalgamation or restructuring approved in advance by the Employer in writing;*
- 34.2.3 *if the Service Provider receives a court order to be placed under judicial management or to commence liquidation proceedings that is not withdrawn or struck out within five (5) days;*



- 34.2.4 *if the Service Provider informs the Employer that it intends to cease performing its obligations in terms of this Contract;*
- 34.2.5 *if the Service Provider informs the Employer that it is incapable of completing the Services as described; or*
- 34.2.6 *if in the opinion of the Employer the Service Provider acted dishonestly;*
- 34.3 *The Employer reserves the right to, even in the absence of breach or the events referred to in 34, terminate this Contract at any time, by giving one (1) calendar month written notice to the Service Provider.*
- 34.4 *Further, the Contract shall be considered as having been terminated:*
- 34.4.1 *where the Employer stops the Contract and/or the Project and instructions to resume or reinstate the Services are not issued within twelve (12) months of the instruction; or*
- 34.4.2 *if instructions, necessary for the Service Provider to continue with the Services after a stoppage instruction, are not received from the Employer within three (3) months after such instructions were requested by the Service Provider.*
- 34.5 *Should the Contract between the Employer and the Service Provider, or any part thereof, be terminated by either of the Parties due to reasons not attributed to the Service Provider:*
- 34.5.1 *The Service Provider will be remunerated for the appropriate portion of the Services satisfactorily completed, calculated in accordance with the agreed rates.*
- 34.5.2 *Invoices for work done shall be submitted to the Employer within three (3) months after the termination of the Contract, failing which the Employer will not be obliged to pay same.*
- 34.5.3 *The Service Provider shall not be entitled to advance a right of retention or any similar right if this Contract is terminated and specifically agrees to, within ten (10) days of written request from the Employer, give access to and to make available all information, documents, programmes, advice, recommendations and reports collected, furnished and/or compiled by them to enable the Employer to assume responsibility for and the benefit of the Contract as a whole.*
35. **DISPUTE RESOLUTION**
- 35.1 *In the event of a dispute, the Parties shall endeavour to resolve such dispute through negotiation, in good faith.*
- 35.2 *If the Parties fail to resolve a dispute through negotiation as mentioned in 35.1, within 14 days of a dispute being declared, the Parties may by written agreement refer the matter to mediation.*
- 35.3 *The mediator shall be a person agreed to by the Parties, failing agreement, the President: South African Facilities Management Institute shall nominate the mediator.*
- 35.4 *Whether or not mediation resolves the dispute and irrespective of the outcome of thereof, the Parties shall bear their own costs arising from the mediation and shall equally share the costs of the mediator and related costs. The mediator and the Parties shall, before the commencement of the mediation, agree on a scale of fees on which the mediator's fees will be based.*
- 35.5 *The Parties shall appoint the mediator within 21 days of agreeing to mediate.*



- 35.6 *On appointment of the mediator, the Parties shall jointly with the mediator decide on the procedure to be followed, representation, dates and venue for the mediation.*
- 35.7 *If the dispute or any part thereof is settled, the agreement shall be recorded by the mediator and signed by both Parties. The agreement shall be binding on the Parties to the extent that it correctly records the issues agreed upon between the Parties.*
- 35.8 *If the dispute or any part thereof remains unresolved, it may be resolved by litigation proceedings.*
- 35.9 *If the mediator or any Party, at any time during the mediation process, is of the opinion that the mediation will not resolve the dispute, then he may in writing stop the mediation process. The dispute may then be dealt with in terms of 35.8.*
- 35.10 *Notwithstanding anything else herein contained to the contrary, it is agreed that irrespective of the fact that the dispute is referred to negotiation, mediation or litigation in court, the decision of the Employer on the dispute involved will immediately be given effect to by the Service Provider and the Service Provider shall proceed with the Services with all diligence unless the Parties agree otherwise in writing.*
36. **GENERAL**
- 36.1 *This is the entire Contract between the Parties and may only be amended if reduced to writing and signed by the duly authorised representatives of both Parties, whereafter such amendments will take effect.*
- 36.2 *The Contract shall be governed by, construed and interpreted according to the law of the Republic of South Africa.*
37. **DOMICILIUM CITANDI ET EXECUTANDI**
- 37.1 *The domicilium citandi et executandi of the Parties for all purposes arising from this Contract for the service of notices and legal process shall be as specified by the Parties in the Contract Data.*
- 37.2 *Each of the Parties shall be entitled at any time by way of written notice to the other Party, to change its domicilium citandi et executandi to another physical address.*
- 37.3 *Any notice in terms of the conditions of the Agreement must either be:*
- 37.3.1 *delivered by hand during normal business hours of the recipient; or*
- 37.3.2 *sent by prepaid registered post to the address chosen by the addressee.*
- 37.4 *A notice in terms of the provisions of this Agreement shall be considered to be duly received:*
- 37.4.1 *if hand-delivered on the date of delivery;*
- 37.4.2 *if sent by registered post as indicated in clause 37.3.2 above, ten (10) days after the date it was posted, unless the contrary is proved.*
- 37.5 *Notwithstanding anything to the contrary contained or implied in this Agreement, the written notice or communication actually received by one of the Parties from the other, including by way of facsimile transmission, shall be adequate written notice or communication to such Party.*



- 37.6 *Any notice, request, consent, or other communication made between the Parties pursuant to the Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or one day after being sent by facsimile to such Party at the number specified in the Contract Data or one week after being sent by registered post to the addressee specified in the Contract Data.*

DEPARTMENT OF PUBLIC WORKS.

THREE YEAR TERM CONTRACT.

REPAIRS OF EMERGENCY GENERATORS.

CHECK LIST.

✓ Indicate that the particular work is successfully completed.

DESCRIPTION	02 <sup>nd</sup> mth	04 <sup>th</sup> mth	06 <sup>th</sup> mth	08 <sup>th</sup> mth	10 <sup>th</sup> mth	12 <sup>th</sup> mth	14 <sup>th</sup> mth	16 <sup>th</sup> mth	18 <sup>th</sup> mth	20 <sup>th</sup> mth	22 <sup>nd</sup> mth	24 <sup>th</sup> mth	26 <sup>th</sup> mth	28 <sup>th</sup> mth	30 <sup>th</sup> mth	32 <sup>nd</sup> mth	34 <sup>th</sup> mth	36 <sup>th</sup> mth	
<b>Building:</b>																			
Dusting off the equipment																			
Sweep the entire emergency generator room, dust and clean doors, window panes and frames.																			
Clean and oil doors, hinges and door locks.																			
Dust and clean walls, ceilings and cable ducts.																			
Check if louvers and vermin proofing are in place or damaged.																			
Check building for water damp or condensation.																			
Dusting off the equipment																			
Sweep the entire emergency generator room, dust and clean doors, window panes and frames.																			
Clean and oil doors, hinges and door locks.																			
Dust and clean walls, ceilings and cable ducts																			
Check if louvers and vermin proofing are in place or damaged.																			
Check building for water damp or condensation.																			
<b>Engine:</b>																			
Check if jacket heater is working																			

Addendum 'A'

DESCRIPTION	02 <sup>nd</sup> mth	04 <sup>th</sup> mth	06 <sup>th</sup> mth	08 <sup>th</sup> mth	10 <sup>th</sup> mth	12 <sup>th</sup> mth	14 <sup>th</sup> mth	16 <sup>th</sup> mth	18 <sup>th</sup> mth	20 <sup>th</sup> mth	22 <sup>nd</sup> mth	24 <sup>th</sup> mth	26 <sup>th</sup> mth	28 <sup>th</sup> mth	30 <sup>th</sup> mth	32 <sup>nd</sup> mth	34 <sup>th</sup> mth	36 <sup>th</sup> mth	
Check all liquid levels (coolant, oil and fuel)																			
Check for any radiator leaks																			
Check condition of radiator and fuel hoses for leaks																			
Check V-belts conditions																			
Check water separator and drain																			
Check air filter indicator for condition																			
Check condition of the engine mounting																			
Check exhaust system for leaks and secure fixing bolts																			
Check electronic governor																			
<b>Control panel and emergency generator:</b>																			
Check condition of main wiring/cables																			
Check the operation of all indicator lights																			
Check if EMERGENCY STOP button is functional																			
<b>Batteries and chargers:</b>																			
Check condition of all control wiring																			
Check if battery charger is on and its is set on 'trickle charge'.																			
Clean batteries and container/stand and terminals with luke water and dry out.																			
Neutralise corrosion with Bicarbonate of soda solution																			
Top up all cells with distilled water.																			
Clean all battery terminals and cover with petroleum jelly or similar to vaseline																			
Check cells for loose connections and terminals, tighten where necessary																			
Check if Amp/Voltmeter and Test Button on charger is operational																			
Check indicating lights on charger and replace if necessary.																			
State records of each battery as specified.																			
Check if all circuit breakers are in the 'ON' position																			
Check the functioning of all indicator lamps, panel meters, gauges, etc.																			
Check for over or under frequency																			
Check for over and under voltage																			
Check phase rotation, etc.																			

Addendum 'A'

DESCRIPTION	02 <sup>nd</sup> mth	04 <sup>th</sup> mth	06 <sup>th</sup> mth	08 <sup>th</sup> mth	10 <sup>th</sup> mth	12 <sup>th</sup> mth	14 <sup>th</sup> mth	16 <sup>th</sup> mth	18 <sup>th</sup> mth	20 <sup>th</sup> mth	22 <sup>nd</sup> mth	24 <sup>th</sup> mth	26 <sup>th</sup> mth	28 <sup>th</sup> mth	30 <sup>th</sup> mth	32 <sup>nd</sup> mth	34 <sup>th</sup> mth	36 <sup>th</sup> mth	
<b>MECHANICAL FAULTS:</b>																			
Oil, coolant and fuel spillage must be cleaned.																			
Check status of V-belts, hoses, etc.																			
Checking the following levels of the fuel, oil, coolant level, battery electrode level/sight indicator, etc.																			
<b>MECHANICAL CHECK LIST:</b>																			
Check crankcase oil level																			
Injector cam box oil																			
Diesel tank																			
<b>Check function, adjust, tighten and/or lubricate where necessary:</b>																			
Fuel pump timing																			
Pump drive																			
Oil feed pump																			
Excess fuel device																			
Governor																			
Turbo charger																			
Heat exchanger																			
Fan bearings																			
Dynamo bearings																			
Stop solenoids																			
Hand/electrical day tank pump																			
Lubricate oil filter element.																			
<b>Check for leaks and tighten where necessary:</b>																			
Drain plug																			
Oil lines and seals																			
Fuel lines and seals																			
All packing's																			
<b>Check, top up and clean:</b>																			
Air cleaner filter																			
Clean fans and oil cooler																			
Clean engine																			
Clean drip tray where fitted																			
Clean day tank and gauge glass																			
Check alarms functioning																			
<ul style="list-style-type: none"> <li>• Low fuel warning</li> <li>• Start failure</li> </ul>																			

Addendum 'A'

DESCRIPTION	02 <sup>nd</sup> mth	04 <sup>th</sup> mth	06 <sup>th</sup> mth	08 <sup>th</sup> mth	10 <sup>th</sup> mth	12 <sup>th</sup> mth	14 <sup>th</sup> mth	16 <sup>th</sup> mth	18 <sup>th</sup> mth	20 <sup>th</sup> mth	22 <sup>nd</sup> mth	24 <sup>th</sup> mth	26 <sup>th</sup> mth	28 <sup>th</sup> mth	30 <sup>th</sup> mth	32 <sup>nd</sup> mth	34 <sup>th</sup> mth	36 <sup>th</sup> mth	
Check alarm and engine shut down function on:																			
• High temperature																			
• Low oil pressure																			
• Over speed																			

**Date of Inspection:** .....

**Name of contractor:** .....

**Address of contractor:** .....

.....

.....

**Signature of contractor's representative:** .....

**Name of Representative of user department:** .....

**Signature of user department representative:** .....

**Date:** .....

**NOTE:**

**Each month after the necessary inspection was done, must the completed form with the claim be handed in at the department.**

**One copy of the form must be filled and stored in emergency generator room, for onsite inspection.**

**ADDENDUM 'B':**

**DEPARTMENT OF PUBLIC WORKS  
THREE YEAR TERM CONTRACT  
REPAIRS OF EMERGENCY GENERATORS  
GENERAL INFORMATION**

The following information must be compiled during the first site visit of the emergency generator.

- 1 Name of building: .....
- 2. Address of building: .....
- 3. Town: .....
- 4. Detail of emergency generator: .....
- 4.1 Engine:
  - 4.1.1 Make: .....
  - 4.1.2 Number of cylinders: .....
  - 4.1.3 Serial number: .....
- 4.2 Generator:
  - 4.2.1 Make: .....
  - 4.2.3. kVA rating: .....
  - 4.2.4 Number of phases: .....

**Note:**

Once the information is completed it must be forwarded to the representative of the Department of Public Works.

Date of site visit: .....

Name of Representative of contractor: .....

Address of contractor: .....

ADDENDUM 'C':

DEPARTMENT OF PUBLIC WORKS

THREE YEAR CONTRACT

REPAIRS OF EMERGENCY GENERATOR

BUILDING STRUCTURE INSPECTION

<u>Item</u>	<u>Description</u>	<u>Hand-over inspection</u>	<u>Month 6</u>	<u>Month 12</u>	<u>Month 18</u>	<u>Month 24</u>	<u>Month 30</u>	<u>Month 36</u>	<u>Month 40</u>	<u>Remarks and action taken</u>
		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
	Doors, hinges and door locks									
	Windows including glass, window sills, guards, etc.									
	Yard fencing and gates (If applicable)									
	Walls – cracks									
	Roof – leaks									
	Wall mounted fire extinguisher									
	Cable duct covers in place									

**ADDENDUM 'C':**

<u>Item</u>	<u>Description</u>	<u>Hand-over inspection</u>	<u>Month 6</u>	<u>Month 12</u>	<u>Month 18</u>	<u>Month 24</u>	<u>Month 30</u>	<u>Month 36</u>	<u>Month 40</u>	<u>Remarks and action taken</u>
		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
	Warning signs									
	First aid sign									

**DATE OF INSPECTION:**.....

**NAME OF REPRESENTATIVE OF CONTRACTOR:**.....

**ADDRESS OF CONTRACTOR:** .....

**ADDENDUM 'D':**

**DEPARTMENT OF PUBLIC WORKS.**

**THREE YEAR TERM CONTRACT.**

**DUMMY LOAD REPORT**

DESCRIPTION	03 <sup>rd</sup> mth	04 <sup>th</sup> mth	06 <sup>th</sup> mth	08 <sup>th</sup> mth	9 <sup>th</sup> mth	12 <sup>th</sup> mth	15 <sup>th</sup> mth	16 <sup>th</sup> mth	18 <sup>th</sup> mth	20 <sup>th</sup> mth	21 <sup>st</sup> mth	23 <sup>rd</sup> mth	24 <sup>th</sup> mth	26 <sup>th</sup> mth	27 <sup>th</sup> mth	29 <sup>th</sup> mth	30 <sup>th</sup> mth	31 <sup>th</sup> mth	33 <sup>th</sup> mth	35 <sup>th</sup> mth	36 <sup>th</sup> mth
Output voltage	X		X		X		X		X		X		X		X		X		X		X
Output ampere	X		X		X		X		X		X		X		X		X		X		X
Red	X		X		X		X		X		X		X		X		X		X		X
White	X		X		X		X		X		X		X		X		X		X		X
Blue	X		X		X		X		X		X		X		X		X		X		X
Cycle	X		X		X		X		X		X		X		X		X		X		X
Output voltage	X		X		X		X		X		X		X		X		X		X		X
Output ampere	X		X		X		X		X		X		X		X		X		X		X
Red	X		X		X		X		X		X		X		X		X		X		X
White	X		X		X		X		X		X		X		X		X		X		X
Blue	X		X		X		X		X		X		X		X		X		X		X
Coolant temperature	X		X		X		X		X		X		X		X		X		X		X
Oil pressure	X		X		X		X		X		X		X		X		X		X		X
Engine speed	X		X		X		X		X		X		X		X		X		X		X
Hour meter readings	X		X		X		X		X		X		X		X		X		X		X
Previous months	X		X		X		X		X		X		X		X		X		X		X
Reading before test run	X		X		X		X		X		X		X		X		X		X		X
Present month's reading (after test run)	X		X		X		X		X		X		X		X		X		X		X
Total hours during past month	X		X		X		X		X		X		X		X		X		X		X

**Date of Inspection:** .....

**Name of contractor:** .....

**ADDENDUM 'D':**

**Address:** .....  
.....  
.....

**Name of Representative:** .....

**Signature:** .....

**Name of users department**  
**representative:** .....

**Signature of user department**  
**representative:** .....

**Date:** .....

ADDENDUM 'E':

**DEPARTMENT OF PUBLIC WORKS**  
**THREE YEAR TERM CONTRACT**  
**REPAIRS OF EMERGENCY GENERATOR**  
**TEST RUN REPORTS (FULL LOAD)**

	<u>Month 6</u>	<u>Month 12</u>	<u>Month 18</u>	<u>Month 24</u>	<u>Month 30</u>	<u>Month 36</u>	<u>Month 40</u>	<u>Month 46</u>
Output voltage ( No load)								
Output Ampère (No load) Red White Blue								
Cycle								
Output voltage (Full load)								
Output Ampère (No load) Red White Blue								
Coolant temperature								
Oil pressure								
Engine speed								
Hour meter reading:								
Previous month reading before test run								
Present month (After test run)								
Total hours during past month								

**Note:**

Arrange prior to the full load test with the representative of the user department to obtain permission for the execution of the test.

Date of inspection: .....

Name of contractor: .....

Address of contractor: .....

.....

Name of Representative: .....

Signature: .....

Name of user department representative: .....

Signature of representative: .....