



**public works**

Department:  
Public Works  
REPUBLIC OF SOUTH AFRICA

**24 MONTHS: SERVICE, REPAIRS AND**  
**MAINTENANCE CONTRACT**  
**FOR**  
**EMERGENCY STANDBY POWER**  
**GENERATORS**  
**IN THE**  
**WESTERN CAPE REGION**  
**AREA: THREE (3)**

**BID NO: CPTYT 17/21**

**NAME OF BIDDER: .....**

**OFFICE OF THE REGIONAL MANAGER  
DEPARTMENT OF PUBLIC WORKS  
PRIVATE BAG X9027  
CAPE TOWN  
8000**



**SERVICE, REPAIRS AND MAINTENANCE CONTRACT FOR EMERGENCY STANDBY  
POWER GENERATORS IN THE  
WESTERN CAPE REGION AREA (3)**

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**SERVICE, REPAIRS AND MAINTENANCE CONTRACT FOR  
EMERGENCY STANDBY POWER GENERATORS**

**IN THE**

**WESTERN CAPE REGION**

**AREA – THREE (3)**

**(1.0.0)**

**THE TENDER**

**TENDER PROCEDURES**

**\* Notice and invitation to Tender – PA -04 EC**

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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

Project title:	24 Months Term Contract: Service, Maintenance and Repairs of Generators for Area 3		
Reference no:			

Tender no:	CPTYT 17/21		
Advertising date:	02/08/2021	Closing date:	27/08/2021
Closing time:	11:00 AM	Validity period:	56 days

It is estimated that tenderers should have a CIDB contractor grading designation of **4EP** or **4EB\*** 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 **3 EPPE** or

**3 EBPE\*** or higher.

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

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

<input checked="" type="checkbox"/>	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
<input checked="" type="checkbox"/>	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
<input checked="" type="checkbox"/>	All parts of tender documents submitted must be fully completed and signed where required.
<input checked="" type="checkbox"/>	Submission of (DPW-07 EC): Form of Offer and Acceptance.
<input checked="" type="checkbox"/>	Submission of (PA-11): Declaration of Interest and Tenderer's Past Supply Chain Management Practices.
<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.
<input checked="" type="checkbox"/>	Submission of (PA-29): Certificate of Independent Bid Determination.
<input checked="" type="checkbox"/>	The tenderer will be required to submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.
<input type="checkbox"/>	Submission of (DPW-16 EC): Site Inspection Meeting Certificate as proof of attendance of compulsory site inspection meeting.
<input checked="" type="checkbox"/>	Use of correction fluid is prohibited.
<input checked="" type="checkbox"/>	Registration on National Treasury's Central Supplier Database (CSD).
<input checked="" type="checkbox"/>	Compliance with Pre-qualification criteria for Preferential Procurement as indicated below.
<input type="checkbox"/>	Submission of proof of registration on National Treasury's Central Supplier Database (CSD) for all sub-contractors for 30% compulsory sub-contracting (attach CSD print out).
<input type="checkbox"/>	Submission of PA 36 and Annexure C as proof of Compliance to Local Production and Content requirements.
<input checked="" type="checkbox"/>	Submission of (DPW-09EC): Particulars of Tenderer's Projects.

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".



<input checked="" type="checkbox"/>	<p>Only Bidders registered as B-BBEE Status level 1 and 2 contributors will be considered for this bid, as per the Preferential Procurement Regulations 2017. Bidders that do not meet these pre-qualification criteria will be disqualified from further evaluation.</p> <p>Bidders are required to submit original or originally certified proof of B-BBEE Status Level of contributor or a sworn affidavit in terms of the codes of good practice. B-BBEE as may be issued by the Department of Trade and Industry (DTI) are accepted.</p> <p>The B-BBEE Status Level Verification Certificates submitted must be issued by the following agencies: For tenderers other than EMEs (Exempted Micro Enterprises) (i) Verification agencies accredited by SANAS; or For tenderers who qualify as EMEs (i) Sworn affidavit signed by the EME representative and attested by a Commissioner of oaths. The date the deponent signed and the date on the stamp of the Commissioner of Oaths must be the same according to B-BBEE COMMISSION PRACTISE GUIDE 01 2018 section 17(i). A trust, consortium or joint venture must submit a consolidated B-BBEE status Level Certificates together with the bids.</p>
<input type="checkbox"/>	<p>Submission of the Tax Compliance status pin and Tax Certificate</p> <p>Submission of (PA-40) Declaration of designated groups for preferential procurement</p>

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

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

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

<input checked="" type="checkbox"/> 80/20 Preference points scoring system	<input type="checkbox"/> 90/10 Preference points scoring system	<input type="checkbox"/> Either 80/20 or 90/10 Preference points scoring system
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In case where below/above R 50 000 000 is selected, the lowest acceptable tender will be used to determine the applicable preference point system. (To be used in instances where the estimate cannot be reasonably determined or when one is unsure as to what the market price may be).

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

<b>Minimum functionality score to qualify for further evaluation:</b>	50
<b>Functionality criteria:</b>	<b>Weighting factor:</b>
<p><b>A) EXPERIENCE:</b></p> <p>The bidder must demonstrate adequate experience to have successfully managed projects to repairs, maintenance and services to generators to the value threshold equal to or above R2 000 000.00 per project completed in the last five (5) years . Bidders must attach the appointment letter/Service Level Agreement /contract/order number form from the previous employers as proof of your experience listed on the DPW - 09 form. Failure to attach the required proof will result in no scoring of points in this criteria.</p> <p>a) The bidder demonstrates to have successfully managed 5 or more projects of in the past five years = 5 b) The bidder demonstrates to have successfully managed 4 projects in the past five years = 4 c) The bidder demonstrates to have successfully managed 3 projects in the past five years = 3 d) The bidder demonstrates to have successfully managed 2 projects in the past five years = 2 e) The bidder demonstrates to have successfully managed 1 project in the past five years =1</p>	20
<p><b>B) QUALITY / PERFORMANCE EVALUATION</b></p> <p>References listed on the DPW-09 (EC) will be used to obtain the quality of work.</p> <p>Bidders must provide contactable references with the person's name and contact details and email address. The Bidder must forward the standard template (attached in tender document as Annexure A- BIDDER QUALITY PERFORMANCE EVALUATION ) to the referees to complete, stamp and sign, the form must be attached to the tender document when submitting on the closing date. Bidder must provide a minimum of two bid evaluation reports of projects listed on DPW-09 (EC).</p> <p>Poor = 1 Point Average = 2 Points Satisfactory = 3 Points Good = 4 Points Excellent = 5 Points</p>	15
<p><b>C) RESOURCES - VEHICLES</b></p> <p>Bidder must provide proof of ownership originally certified copies of LDV vehicle registration forms and copies of originally certified valid license discs and/or demonstrate access to vehicles (Proof of Lease with two signatories of the lessor and the lessee) / Rental Agreement).</p> <p>1 Vehicle = 1 Point 2 Vehicles = 2 Points 3 Vehicles = 3 Points 4 Vehicles = 4 Points 5 Vehicles or more = 5 Points</p>	15



<p><b>D) RESOURCES-HUMAN RESOURCE</b></p> <p><b>Project Leader:</b> The project leader must have a relevant qualification N4 - N6 or Diploma or Degree in Electrical or Mechanical Engineering qualification. Project leader must be a person who can demonstrate extensive experience and technical know-how in the general GENERATOR industry. Such person is expected to be familiar with the current norms and standards, share the best practices and solutions with the representatives of the Department of Public Works and Infrastructure. He/ she will be in charge of the team, and must be able to provide regular site reports where required. The winning bidder may not substitute the project leader after the award. Such person may only be substituted by an equal or better qualified person, upon approval by the Department. He/she will be scored on experience and qualifications.</p> <p>Qualifications of the project leader (bidder to attach originally certified certificates not older than three months of the project leader to his/ her CV and mark them clearly with the covering page or Annexure "QUALIFICATIONS OF THE PROJECT LEADER).</p> <p>Experience of the project leader.</p> <p>5 years or more of supervisory experience plus Qualification = 5 points  4 years of supervisory experience plus Qualification = 4 points  3 years of supervisory experience plus Qualification = 3 points  2 years of supervisory experience plus Qualification = 2 points  1 year of supervisory experience plus Qualification = 1 point</p>	20
<p><b>E) Resources-Artisans</b></p> <p>Bidders must provide comprehensive CVs with originally certified certificates which are not older than three months for artisans in Diesel Mechanic or Electrical Trade Test. At least two years or more experience for an artisan. Such CVs must be accompanied by an originally certified trade test certificate; mark them clearly with the covering page or Annexure "CVs OF THE ARTISANS).</p> <p>Failure to attach an originally certified certificates not older than three months trade test certificate will result in a bidder scoring zero for the candidate with no certified certificates.</p> <p>1 x CV with 2 year or more experience plus Trade Test = 1 point  2 x CVs with 2 year or more experience plus Trade Test = 2 points  3 x CVs with 2 year or more experience plus Trade Test = 3 points  4 x CVs with 2 year or more experience plus Trade Test = 4 points  5 x CVs with 2 year or more experience plus Trade Test = 5 points</p>	15
<p><b>F) RESOURCES - PREMISES</b></p> <p>Bidder must attach originally certified copy of ownership or the signed lease agreement (lease agreement signed by both the lessor and lessee) of premises or a signed letter of intent to lease or buy signed by the lessor and the lessee indicating clearly the intent to establish the premises for the whole duration of the project.</p> <p>No functional premises / office = 0 Points  Functional premises / office = 5 Points</p>	15
<p><b>NOTE : BIDDER NEED TO SCORE IN ALL SIX(6) CRITERIA IN ORDER TO QUALIFY</b></p>	
<p><b>Total</b></p>	<p><b>100 Points</b></p>

**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 **Tender Office, Customs House, Foreshore, Cape Town**. A non-refundable bid deposit of R 300 is payable (cash only) on collection of the bid documents.

**Site inspection meeting**

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

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

Venue: ("N/A")

Date: ("N/A")

Starting time: ("N/A")

**nquiries related to tender documents may be addressed to:**

<b>DPW Project Manager:</b>	A. NEKHWEVHA	<b>Telephone no:</b>	021 402 2301
<b>Cell no:</b>	082 815 6543	<b>Fax no:</b>	
<b>E-mail:</b>	Ailwei.Nekhwevha@dpw.gov.za		

**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).

<b>Tender documents may be posted to:</b>  The Director-General Department of Public Works and Infrastructure Private Bag X9027  Cape Town 8000  Attention: <b>Procurement section: Room 941</b>	<b>OR</b>	<b>Deposited in the tender box at:</b>  Tender Box Customs House Lower Heerengracht/Foreshore Main Entrance, Ground Floor
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**Compiled by:**

A.NEKHWEVHA		21 / 07 / 29
Name of Project Manager	Signature	Date



**public works**

Department:  
Public Works  
REPUBLIC OF SOUTH AFRICA

## **CONTRACT DATA**

**SERVICE, REPAIRS AND MAINTENANCE CONTRACT OF  
EMERGENCY STANDBY POWER GENERATORS**

**IN THE**

**WESTERN CAPE REGION**

**AREA – THREE (3)**

**(2.0.0)**

**CONTRACT DATA**



PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

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

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

RESOLVED that:

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

(project description as per Bid / Tender Document)

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

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

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

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

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

Table with 4 columns: Number, Name, Capacity, Signature. Rows 1-14.



15			
16			
17			
18			
19			
20			

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

**Note:**

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

**ENTERPRISE STAMP**



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

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

\_\_\_\_\_

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

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

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

RESOLVED that:

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

\_\_\_\_\_

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

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

\_\_\_\_\_

(Project description as per Bid /Tender Document)

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

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

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

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

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

- 3. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.

- 4. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (code)



Postal Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (code)

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

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

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

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

**Note:**

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

**ENTERPRISE STAMP**



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

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

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

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

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

**RESOLVED that:**

**RESOLVED that:**

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

\_\_\_\_\_

\_\_\_\_\_

*(Project description as per Bid /Tender Document)*

Bid / Tender Number: \_\_\_\_\_ *(Bid / Tender Number as per Bid /Tender Document)*



B. \*Mr/Mrs/Ms: \_\_\_\_\_  
in \*his/her Capacity as: \_\_\_\_\_ (Position in the Enterprise)  
and who will sign as follows: \_\_\_\_\_

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

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

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

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

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

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

Physical address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (code)

Postal Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (code)

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

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





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

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

**Note:**

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

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

<b>Project title:</b>	<b>24 Months Term Contract: Service, Maintenance and Repairs of Generators for Area 3</b>		
<b>Tender / quotation no:</b>	CPTYT 17/21	<b>Closing date:</b>	27/08/2021
<b>Advertising date:</b>	02/08/2021	<b>Validity period:</b>	56 days

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

#### 1.1. Current projects

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

**1.2. Completed projects**

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

Name of Tenderer	Signature	Date



**Bidder Quality Performance Evaluation**

The Bidder to Demonstrate Competence and Experience in Delivering Key Projects Similar to Maintenance/Service and Repairs to: *Service, Maintenance and Repairs of Generators for Area 3.*

Valuator Company Name: .....

Bidders Company Name: .....

Value of Project: R.....

Project Title: .....

Period: .....

Brief description of work done by bidder:

.....  
.....

Will Require References as pose to the following questions:

STATEMENT	POOR 1	AVERAGE 2	SATISFACTORY 3	GOOD 4	EXCELLENT 5
1) ISO 9001 : 2015 and SHE legally compliant					
2) Quality of company system: Procedures, Forms, Registers, Invoicing					
3) Quality of company system Regarding quality of the service rendered.					
4) Quality of company system Regarding responsiveness to the new complaint.					

Name of Valuator: \_\_\_\_\_

Position: \_\_\_\_\_

Contact Number: \_\_\_\_\_

Email address: \_\_\_\_\_

Signature of Valuator: \_\_\_\_\_

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

Company stamp:

**NB: This form must be completed by Referee.**



**Bidder Quality Performance Evaluation**

The Bidder to Demonstrate Competence and Experience in Delivering Key Projects Similar to Maintenance/Service and Repairs to: *Service, Maintenance and Repairs of Generators for Area 3.*

Valuator Company Name: .....

Bidders Company Name: .....

Value of Project: R.....

Project Title: .....

Period: .....

Brief description of work done by bidder:

.....  
.....

Will Require References as pose to the following questions:

STATEMENT	POOR 1	AVERAGE 2	SATISFACTORY 3	GOOD 4	EXCELLENT 5
1) ISO 9001 : 2015 and SHE legally compliant					
2) Quality of company system: Procedures, Forms, Registers, Invoicing					
3) Quality of company system Regarding quality of the service rendered.					
4) Quality of company system Regarding responsiveness to the new complaint.					

Name of Valuator: \_\_\_\_\_

Position: \_\_\_\_\_

Contact Number: \_\_\_\_\_

Email address: \_\_\_\_\_

Signature of Valuator: \_\_\_\_\_

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

Company stamp:

**NB: This form must be completed by Referee.**

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

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

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

### 1. GENERAL CONDITIONS

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

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

1.2. The value of this bid is estimated to ~~Select~~ R50 000 000 (all applicable taxes included) and therefore the ~~90/10~~ **80/20**.....system shall be applicable.

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

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

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

	POINTS
<b>1.3.1.1 PRICE</b>	<b>80</b>
<b>1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>20</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.4. Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5. An Exempted Micro Enterprise (EME) is only required to obtain a sworn affidavit or a certificate issued by Companies and intellectual property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.

1.6. Qualifying Small Enterprise (QSE) is only required to obtain a sworn affidavit or a certificate issued by Companies and intellectual property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.

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



## Preference Points Claim for Bids: PA-16

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

## 2. DEFINITIONS

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



### Preference Points Claim for Bids: PA-16

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

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

### 3. ADJUDICATION USING A POINT SYSTEM

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

### 4. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration



Preference Points Claim for Bids: PA-16

$P_{min}$  = Comparative price of lowest acceptable bid

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

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

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

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

**6. BID DECLARATION**

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

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

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

Preference Points Claim for Bids: PA-16

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

**8 SUB-CONTRACTING (relates to 5.5)**

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

8.1.1 If yes, indicate:

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

..... %

(ii) the name of the sub-contractor? .....

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

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

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

**9 DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm .....

9.2 VAT registration number : .....

9.3 Company registration number .....

9.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]



Preference Points Claim for Bids: PA-16

5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....  
.....  
.....

9.6 COMPANY CLASSIFICATION

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

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

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

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

**WITNESSES:**

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

.....  
.....

SIGNATURE(S) OF BIDDER(S)

DATE:.....

ADDRESS:.....

.....

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

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

<b>Project title:</b>	<i>24 Months Term Contract: Service, Maintenance and Repairs of Generators for Area 3</i>		
<b>Bid no:</b>	<i>CPTYT 17/21</i>	<b>Reference no:</b>	

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

**1. CIDB REGISTRATION NUMBER (if applicable)**

2. Any legal person, including persons employed by the State<sup>1</sup>; or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where:

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

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

3.1 Full Name of bidder or his or her representative: .....

3.2 Identity number:.....

3.3 Position occupied in the Company (director, trustees, shareholder<sup>2</sup> ect .....

3.4 Company Registration Number: .....

3.5 Tax Reference umber:.....

3.6 VAT Registration Number: .....

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



<sup>1</sup> "State" means –

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

<sup>2</sup> "Shareholder" means –

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

3.7 Are you or any person connected with the bidder presently employed by the state?  YES  NO

3.7.1 If so, furnish the following particulars:

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

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

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

Any other particulars:

.....  
.....

3.8 Did you or your spouse, or any of the company's directors / trustees/shareholders / members or their spouses conduct business with the state in the previous twelve months?  YES  NO

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

3.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?  YES  NO

3.9.1 If so, furnish particulars.  
.....  
.....

3.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between the bidder and any person employed by the state who may be involved with the





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

6. CERTIFICATION

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

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

Name of Tenderer / bidder	Signature	Date	Position

This form has been aligned with SBD4 and SBD 8

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

<b>Project title:</b>	<b>24 Months Term Contract: Service, Maintenance and Repairs of Generators for Area 3</b>		
<b>Tender no:</b>	CPTYT 17/21	<b>Reference no:</b>	

**OFFER**

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:  
**24 Months Term Contract: Service, Maintenance and Repairs of Generators for Area 3**

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

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

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

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

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

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

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

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

**AND WHO IS** (if applicable):

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

**AND WHO IS:**

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

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



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

**Tender no:**

**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) ..

(N.B.: Separate Offer and Acceptance forms are to be completed for the main and for each alternative offer)

**SECURITY OFFERED:**

- (a) the Tenderer accepts that in respect of contracts up to R1 million, a payment reduction\*\* of 5% of the contract value (excluding VAT) will be applicable and will be deducted by the Employer in terms of the applicable conditions of contract
- (b) in respect of contracts above R1 million, the Tenderer offers to provide security as indicated below:
- (1) cash deposit of 10 % of the Contract Sum (excluding VAT) Yes  No
  - (2) variable construction guarantee of 10 % of the Contract Sum (excluding VAT) Yes  No   
*select*
  - (3) payment reduction of 10% of the value certified in the payment certificate (excluding VAT) Yes  No
  - (4) cash deposit of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) Yes  No
  - (5) fixed construction guarantee of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) Yes  No   
*select*

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

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

.....

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

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

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

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

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

**Tender no:**

**ACCEPTANCE**

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

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

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

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

Deviations from and 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 securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five (5) working days of the date of such receipt notifies the employer in writing of any reason why he/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

**For the Employer:**

Name of signatory	Signature	Date

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

**WITNESSED BY:**

Name of witness	Signature	Date

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

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

**Tender no:**

**Schedule of Deviations**

<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.

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

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

## **PA- 29: CERTIFICATION OF INDEPENDENT BID DETERMINATION**

<b>Project title:</b>	24 Months Term Contract: Service, Maintenance and Repairs of Generators for Area 3		
<b>Bid no:</b>	CPTYT 17/21	<b>Reference no:</b>	

### **INTRODUCTION**

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

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<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

## Certification of Independent Bid Determination: PA-29

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

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

---

**(Bid Number and Description)**

in response to the invitation for the bid made by:

---

**(Name of Institution)**

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

I certify, on behalf of: \_\_\_\_\_ that:

**(Name of Bidder)**

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



### Certification of Independent Bid Determination: PA-29

- (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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



### Certification of Independent Bid Determination: PA-29

89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public

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

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

Name of Bidder	Signature	Date	Position



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

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

<b>Project title:</b>	24 Months Term Contract: Service, Maintenance and Repairs of Generators for Area 3		
<b>Tender no:</b>	CPTYT 17/21	<b>Reference no:</b>	

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

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

Name of Tenderer	Signature	Date

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

Name of Tenderer	Signature	Date





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



# public works

Department:  
Public Works  
**REPUBLIC OF SOUTH AFRICA**

**ACKNOWLEDGEMENT OF RECEIPT OF OCCUPATIONAL HEALTH  
AND SAFETY SPECIFICATION**

**PROJECT: SERVICE, REPAIRS AND MAINTENANCE CONTRACT FOR  
EMERGENCY STANDBY POWER GENERATORS**

**IN THE WESTERN CAPE REGION: AREA – THREE (3)**

I, ....., the undersigned,  
herewith acknowledges receipt of the Occupational Health and Safety Specification as  
bound-in, in the tender document on behalf of

.....  
.....

Address: .....  
.....  
.....  
.....  
.....

Postal Code: .....

Signed: .....

Date: .....



**public works**

Department:  
Public Works  
REPUBLIC OF SOUTH AFRICA

**24 MONTHS TERM CONTRACT: SERVICE, REPAIRS AND MAINTENANCE  
CONTRACT FOR**

**EMERGENCY STANDBY POWER GENERATORS**

**IN THE**

**WESTERN CAPE REGION**

**AREA – THREE (3)**

**(3.0.0)**

**THE CONTRACT**



**public works**

Department:  
Public Works  
REPUBLIC OF SOUTH AFRICA

**24 MONTHS TERM CONTRACT FOR SERVICING, REPAIRS AND  
MAINTENANCE OF EMERGENCY STANDBY POWER GENERATORS**

**IN THE**

**WESTERN CAPE**

**AREA – THREE (3)**

**THE CONTRACT**

**Pricing Data**

**(3.1.1)**

- **Scope of Works and Special Conditions of Contract**
- **Schedules of Quantities**
  - ➔ **Schedule - 1 (One)**
  - ➔ **Schedule - 2 (Two)**
  - ➔ **Schedule - 3 (Three)**
- **Final Summary**

## DPW-04 (FM): CONTRACT DATA: FACILITIES MANAGEMENT

### CONTRACT DATA FOR 24 Months Term Contract: Service, Maintenance and Repairs of Generators for Area 3

Tender no: **CPTYT 17/21**

Spaces requiring information must be filled in, shown as 'not applicable' or deleted and not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the Contract Data. Key cross reference clauses are indicated on the left hand side of the document.

PART 1: DATA PROVIDED BY THE EMPLOYER	
CLAUSE	Compulsory Data
1.1.10	The Employer is the Government of the Republic of South Africa, in its Department of Public Works.
36	The Employer chooses the following address where it will receive notices:  Physical Address: <b>Department of Public works and Infrastructure</b> <b>Customs House</b> <b>Lower Heerengracht/Foreshore</b> <b>Cape Town</b>  Postal address: <b>Department of Public works and Infrastructure</b> <b>Private Bag x90027</b> <b>Cape Town</b> <b>8000</b>  Tel: <b>021 402 2301</b> Fax:
1.1.6	The Contract Period is <b>24 MONTHS</b> (total of 30 days from Commencement Date + the Service Period + Transitional Period)
1.1.19	The Service Manager is <b>Ailwei Nekhwevha</b>
1.1.22	The Service Period is <b>24 Months</b>
1.1.24	The Transitional Period is <b>2 Years</b>
7.	A security of 2.5% of the Contract Sum is required from the Service Provider.
12.2	The Service Period shall commence on <b>01 DECEMBER 2021</b> (insert not applicable if this option is not to be selected)
22.11	The penalty per day shall be five (5) cents per hundred Rand of the agreed cost of the relevant Identified Project.

Tender no: **CPTYT 17/21**

26.2.4	<p>The Contract Price is to be adjusted using CPAP indices: <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/></p> <p>Where CPAP is to be used: <b>state base month</b></p> <p>Where CPAP is applicable, the contract value will be adjusted in accordance with the <b>JBCC</b> Contract Price Adjustment Provisions (CPAP) as set out in the CPAP Indices Application Manual as prepared by the <b>JBCC</b> series 2000, code 2118, dated May 2005 and any amendments thereto, subject to:</p> <ol style="list-style-type: none"> <li>(1) Glass etc. measured in specialist section Metalwork, will be adjusted in terms of the index for that work group unless specifically stated otherwise in the bills of quantities.</li> <li>(2) All electrical installations in buildings and power distribution systems shall be adjusted in terms of the index for Work Group 160 Electrical Installation. In case of uninterruptible power supplies, elevators, escalators and hoist, generating sets, motor-alternator sets and intercommunication systems shall be in accordance with Work Group 170</li> <li>(3) With reference to Work Group 190 a proportion of the value related preliminaries pro rata to the amount of work excluded from adjustment, shall be excluded from Contract Price Adjustment Provisions, if Option A has been selected for the adjustment of preliminaries</li> <li>(4) Further to clause 3.4.4 of the CPAP Indices Application Manual, the listing of additional items for exclusion by tenderers, will not be permitted</li> <li>(5) Where V results in a negative amount after application of the formula in clause 8.3 of the CPAP Indices Application Manual the factor of 0,55 shall be substituted by 1,45</li> </ol> <p>Alternative Indices: <b>Not Applicable</b></p>
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<b>PART 2: DATA TO BE PROVIDED BY THE SERVICE PROVIDER</b>	
1.1.20	<p>The Service Provider is</p> <hr/> <hr/> <p><i>(insert name and registration number if applicable)</i></p>
36.	<p>The Service Provider chooses the following address where it will receive notices:</p> <p>Physical address:</p> <hr/> <hr/> <hr/> <p>Postal Address:</p> <hr/> <hr/> <hr/>

	Tel: _____	Fax: _____
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**Tender no: CPTYT 17/21**

7.	<p>The security to be provided by the Service Provider will be one of the following, as indicated:</p> <p>(1) 2.5% cash deposit <span style="float: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></span></p> <p>(2) 2.5% variable guarantee <span style="float: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></span></p> <p>(3) retention of 2.5% of the Contract Sum (excluding VAT) <span style="float: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></span></p> <p>(4) 1.25% cash deposit and a retention of 1.25% of the Contract Sum (excluding VAT) <span style="float: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></span></p> <p><b>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.</b></p>
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# **SCOPE OF WORK**

## **SPECIAL CONDITIONS OF CONTRACT**

### **1. SCOPE OF CONTRACT:**

This bid is aimed at procuring the services of an established service provider capable of executing general repairs, servicing and maintenance of Emergency Standby Generator sets and controls as detailed in the Schedules.

This contract includes installations at all NDPW properties as well as certain hired buildings and structures falling under the control of the Department or other departments hereafter referred to as Client Departments such as the following:

1. South African Police service
2. Dept. of Correctional Services
3. Dept. of Justice And Constitutional Development
4. Dept. of Rural Development
5. Dept. of Public Works
6. Dept. of Agriculture and Forestry
7. Various Hired Buildings (liaise with the Department and obtained approval before the service is carried out )

Other Government Departments are not bound by this contract and may carry out work included in this contract (at scheduled rates) or arrange to have it done by contractors of their choice.

The National Department of Public Works reserves the right to enter into separate contracts with third parties for major Repairs and Renovations, Capital Works or any maintenance or repair work or to have such work done by its own personnel in any complex or building covered in the area of this contract. The work included in such separate contracts will automatically be excluded from this contract.

**THE QUANTITIES REFLECTED IN THE SCHEDULES ARE MERELY ILLUSTRATIVE AND NO WARRANTY CAN BE GIVEN AS TO THE QUANTITIES OF WORK THAT WILL ULTIMATELY BE ENTRUSTED TO THE SUCCESSFUL BIDDER.**

Bidders are to note that they must fully acquaint themselves with the nature of the work to be carried out and the location of the plants in the execution of the service and to allow for all of these factors in their prices, as any additional claims will not be entertained.

Fuel will be supplied by the Client Departments. The contractor however, will be responsible to check present fuel levels and to ensure that the day tank is full and to make the necessary entry on the check lists accompanying his invoice.

The service provider must supply all expendable material such as oil, (excluding crankcase oil) grease and cleaning material necessary for the proper execution of maintenance, servicing and repair work.



The generating sets covered under this contract comprise various configurations between 1 to 12 cylinder engines manufactured by companies such as Rolls Royce, Deutz, Cummins, A.D.E., Caterpillar and others, varying between sizes:- 5 kVA to 1000 kVA.

The generating plants are all equipped with various types of automatic change over control panels.

**The service provider shall arrange prior with the Client Departments, to prevent any disruptions of whatever nature, a power failure simulation, to have a full load test done with major, minor services and any repairs. Alternative arrangements shall be made if not possible on the day of the service or repair.**

The service provider will be responsible for any damage to sets in the event of negligence or poor workmanship.

Claims will be considered for specialised labour and advice, equipment or special equipment or transportation of same for services/repairs/maintenance by means of written instructions from DPW and suppliers invoices.

## **2. UNCERTAINTY ABOUT SCOPE:**

- a) Should the service provider be uncertain about the scope of work to be executed against any item included in the Schedules or under this contract, the National Department of Public Works must immediately be requested to clarify its instructions before the submission of a bid.
- b) **The Department will not appoint the same Service Provider for more than two area. This will be done in the interest of spreading work between more Service Provider. The Department will only appoint the same Service Provider with more than two areas per discipline in the cases where there is a shortfall of successful bidders in the area and within the estimate price range for the area Bids**

## **3. VALUE ADDED TAX (VAT)**

The tender price must include for Value-Added Tax (VAT). All rates and prices entered in this bid document must be net, i.e. exclusive of VAT. VAT must be calculated and added to the total value of all the items in the schedules as reflected in the summary.

## **4. PROVISIONAL QUANTITIES:**

All quantities in this bid document are provisional and inserted in order to obtain competitive bids. The Department reserves the right to increase or decrease quantities during the progress of the contract without affecting unit rates.

## **5. CONTRACT PRICE ADJUSTMENTS / ESCALATION:**

This is a fixed price contract and no price adjustment of whatever nature, except for reductions or increase in Value Added Tax (VAT) shall be applicable.

**6. COMPLETENESS OF DOCUMENTATION:**

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

The text of this bid and other documents as prepared by the Department of Public Works will be adhered to and no alteration, erasure, omission or addition thereto by the Bidder will be recognised.

**7. INTERPRETATION OF CONTRACT:**

In the event of any dispute arising regarding this bid, the matter shall be referred by the Department of Public Works to the SCM, whose decision shall be final. The Bidder shall not delay the execution of any work pending such decision. The Department of Public Works shall incur no personal liability in respect of any matter arising out of the bid or incidental thereto.

**8. CONTRACT PERIOD, RENEWAL AND TARIFF ADJUSTMENT:**

This contract shall be valid for a period of (24) months commencing from the date of the letter of acceptance, and may be renewed for a further period not exceeding (12) months, subject to the same terms and conditions. If no written extension is given, the contract will terminate.

**9. EXECUTION OF WORK:**

An adequate and comprehensive service of a standard at all times acceptable to Department of Public Works is to be provided, and shall comply with the requirements of SANS and any other applicable Code of Practice and/or Government Regulations, with latest amendments.

**All calls are to be attended to on the day of the call, provided the call is received before 12:00. Otherwise the call must be attended to the following day. If the service provider fails to respond within the time limits as stated above, the Department would have the right to appoint any other service provider to do the work without further notification. The additional costs, if any for such work, executed by another service provider, will be for the account of you as the Bidder.**

**10. MANAGEMENT OF EXECUTION OF WORK:**

The Service Provider undertakes to:

- a) Provide the Department with a list of names of his representatives / agents who will be responsible for management of the execution of the work at the individual buildings / areas covered by this contract.

- b) Arrange with the occupants of buildings regarding access to the premises in order to execute the required service;
- c) Take adequate precautions to prevent damage to buildings, to fittings and furnishing inside the premises and elsewhere on site;
- d) Accept liability and indemnifies the Department 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) Provide qualified artisan(s) to carry out any emergency repair work on a 24 hours basis, including week-ends and public holidays
- g) Perform maintenance, servicing and repair work during normal working hours.
- h) Make suitable arrangements regarding the signing of job cards with the respective client departments. It must be noted that no extra time will be allowed or paid for this exercise and no invoice will be paid without the required signed documents.

#### **11. EMERGENCY SERVICES:**

Generators are essential equipment and should be treated as emergency and attended to as the call requires. After hour calls will be handled by Mr S. Olckers and all detail of such calls and reference no. (CPT or ID) will be provided as received from the call center. No calls or instruction to be taken from the client.

The service provider must however, ensure that the responsible official of the Client Department signs the Job Card.

#### **12. SCHEDULED WORK**

##### **a) SCHEDULE 1**

The scheduled rates for the services of the various sizes of generator sets, will be inclusive of parts, labour and travelling cost.

##### **b) SCHEDULE 2**

The schedule rates will be for parts and material only. On site labour will be charge separately as per scheduled labour rate and travelling cost will be at a hourly rate, which will be for hours travelled and km`s travelled. The onsite labour claimed for shall be verified by means of a signed job card by the client.

##### **c) SCHEDULE 3**

The schedule rates for labour on site and travelling cost will be charged on schedule and non-schedule items, but % mark-up can only be charged on non-schedule material by submitting supplier`s invoices.

THEREFORE.....

All mechanical and electrical related replacement/ repairs to engines, alternators and control panels shall be executed and claimed under non-scheduled work as well as major engine and alternator overhauls / repairs

Prices for unscheduled material and parts used must be verified by means of suppliers invoices. Any normal discounts received on material and spares by the contractor shall be passed on to the Department.

The amount of such invoices, after deduction of any discount, will be taken into account for payments to the contractor. If such invoices are not submitted, no claim for materials will be paid.

Should the prices of the service provider's supplier be abnormally high, then the Department reserves the right to obtain a written quotation for similar items from an independent supplier and the rates of such quotation shall then be applied to the material, spares and plant reflected on the relevant quotation invoice.

Service provider shall submit an original certified copy of the suppliers invoice in respect of materials used, executing non-scheduled services with their invoice payment. The materials with quantities must be clearly descriptive. The mark-up (elsewhere in the document) on non-schedule materials will be calculated after discounts, to be credited to the Department (if any) and before VAT.

**A separate invoice for each job shall be submitted.**

### **13. TRAINED STAFF:**

The service provider shall use appropriately qualified, competently trained staff directly employed and supervised by him and shall take all reasonable care to maintain the installations and keep them in proper operating condition.

The Department reserves the right to inspect the Bidder's premises for plant, equipment and general good management before bids are awarded.

The service provider to ensure that all staff are security cleared. Should new staff members been employed, the service provider must ensure that the new employee is security cleared.

Employees will be clearly identified by the company's name and logo.

#### **NOTE:**

***BIDDERS ARE TO SUPPLY CERTIFIED COPIES OF ALL ARTISANS QUALIFICATIONS / LICENSES OR CERTIFICATES RELEVANT TO THIS BID, INCLUDING CERTIFIED COPIES OF ID DOCUMENTS. FAILURE TO DO SO WILL DISQUALIFY THE BID SUBMITTED.***

### **14. QUALITY OF WORK:**

If found that materials of inferior quality have been used or work of an unacceptable standard has been rendered; or serviceable material has been replaced unnecessarily, the service provider shall rectify the work at his own expense. Should the service provider fail to do so, the Department reserves the right to have the work re-done and to recover the cost thereof from the service provider.

**15. MATERIAL OF EQUAL QUALITY:**

Material used shall be of equal specification and shall match the existing item that is being replaced, but can be of a different size if specifically required by the Department. If such equivalent components are not available, then the Department prior to installation must approve the alternative component.

A representative of the Client Department must sign for spares that have been used in the execution of services and details entered on the Job Cards.

The service provider must complete the service document and submit it to the Department with completed Job Card

**16. REDUNDANT MATERIAL, RUBBLE AND WASTE:**

All redundant material or part shall be labeled with the complaint number for the repair work.

After an inspection of all the material and parts that are obsolete / unserviceable / of no value to the Department, the service provider shall be notified to remove and dispose of such material and parts during the next call. The material and parts shall then become the property of the service provider and the removal and disposing thereof shall be for the service provider's account.

All rubbish and waste shall be removed from the site by the service provider and the plant rooms shall be kept in a clean and neat and tidy condition.

**17. WARRANTIES:**

The onus is on the service provider to take responsibility to WARRANT all major mechanical and electrical repairs. Replacement of existing generator sets will carry a warranty and service plan for a 12 month period after installation, which must be included in the quoted price.

**FAILURE TO DO SO WILL NECESSARILY IMPACT ON THE PROCESSING OF INVOICES AND MAY RESULT IN DELAYS OF PAYMENTS.**

**18. OFFICIAL ORDER FORM:**

- a) An official order number for this contract will be issued to the service provider.
- b) Only officials of the Department may commission services to the service provider. For each job, a complaint will be registered with a unique CPT / ID reference number. The service provider will receive the complaint via facsimile facilities / e-mail. It is however, expected of the service provider to respond to telephonic requests for services.
- c) No invoice will be processed for payments without the necessary reference number.

**19. JOB CARDS:**

Job Cards shall be completed daily for each and every repair undertaken.

The service provider must provide his own supply of Job Cards in accordance with the example included herein.

The Job Card must be completed legibly in black ink after completion of each repair.

Only the artisan who executed the repair work may sign the job card and submit it to the Client Department for signature.

**In addition to the original completed Job Card submitted with the invoice, the service provider must submit a copy of the Job Card to the Client Department for audit purposes and retain a third copy for his official records. Failure to comply with the above could delay payment. It is also expected from the service provider to sign the registers at security/guard entrances or at the Facility office on sites when arriving at and departing from site.**

**Note: The use of correctional fluid will not be allowed on any documentation.**

#### **20. INVOICES FOR REPAIRS:**

Invoices for services rendered, must be accompanied by Job Cards for each separate building or complex.

The unit rates for items on the Job Card must be cross-referenced to the applicable rates for similar items in the bid document by means of the page and item numbers e.g. 59/5.1 (page 59, item 5.1).

***Any error in the compilation of the Job Card or account discovered at a later stage shall be rectified; any overpayment will be recovered by the Department.***

#### **21. PAYMENT TO SERVICE PROVIDERS:**

Invoices need to be submitted frequently and within a month after completion of a job. Failure to comply shall lead to cancellation of the reference number and no claim will be accepted. Payment of invoices complying with all the requirements will be made within 30 days after certification thereof provided the Service and / or Repairs have been satisfactorily concluded and invoices are accurately and comprehensively completed and are accompanied by the service sheets and all relevant documents. **No payment will be made without an official complaint number and duly completed and signed job card.**

#### **22. ACCESS CARDS TO SECURITY AREAS:**

The service provider must comply with any regulations or instructions issued by the Client concerning access to security areas.

#### **23. SECURITY CHECKS ON PERSONNEL:**

The Department, National Defence Force, S.A. Police Services, or any other Statutory Body, may require the service provider to have his personnel or a certain number of them security classified.

In the event of the Client requesting the removal of a person/s for security reasons, the service provider shall do so forthwith and ensure that such person/s are denied access.

#### **24. INSPECTIONS:**

The Department of Public Works may at any time inspect the work performed by the service provider in terms of this contract. Such inspections will not relieve the service provider of its obligation to complete the work in strict accordance with Department of Public Works instructions and all SANS codes of practice.

Before awarding the Contract, the Department of Public Works will carry out a full and detailed inspection of the service provider's workshop facilities.

#### **25 SERVICE PROVIDER'S ABILITY**

Bidders are to note, specially, that all generators and their prime movers to be serviced/maintained/repared under this contract are of the utmost strategic importance to the Department and sufficient evidence of the service provider's ability to satisfactorily perform the specified services will be required.

Service providers will be required to satisfy the department of their ability to obtain parts without delay for generators such as Rolls Royce, Ford, Deutz, Caterpillar, Perkins, Wisconsin, Ruston Hornsby, GM Detroit, Daimler Benz, Volvo Penta, Cummins, Lister, VM, Bedford, MWM, A.D.E., Ossberger, Man, Mitsubishi, Petter, Komatsu, MTU, Isuzu, Honda, etc.

Bidders will also have to satisfy the Department that –

- (i) Their technicians are properly qualified to carry out the specified servicing/maintenance/repairs to the equipment contemplated under this contract.
- (ii) Their technicians doing the start- up services are fully qualified electricians and have knowledge of L.V. switching in order to test the sets on load.
- (iii) 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.
- (iv) Their technicians are fully conversant with the workings of various diesel engines as well as protection devices and able to carry out minor repairs on site.

#### **26 UNIT RATES**

The Department shall be at liberty to make such adjustments to individual

unit rates in these schedules as necessary to eliminate errors, discrepancies or what it considers to be unreasonable or unbalanced rates, and to balance the totals without altering the Tender Amount.

## **27 BIDDERS / SERVICE PROVIDER'S COMPETENCY**

For this SPECIALISED FIELD OF SERVICE, the BIDDER / SERVICE PROVIDER has to be established and registered and must be familiar with electronic control panels (fault finding) and automatic standby generators (mechanical repairs).

## **28 INSTALLATION ELECTRICIAN**

The Bidder/Service Provider has to be in possession of a registered "Installation Electrician Certificate" and a certified copy of the certificate of registration has to be submitted with the tender. Electrical repair work must be executed under the direct supervision of an Installation Electrician.

## **29 LABOUR & TRANSPORT**

(a) **Labour rates** referred to in Schedule 3 shall be deemed to include for Statutory minimum labour rates, contribution to bonus, holiday, pension and medical funds, etc., as well as any profit. Labour claimed for shall be for the hours (arrival on and departure from site, justified by means of a fully completed and signed job card as well as register at security or facility office.

(b) **Transport costs** referred to in Schedule 3, shall be deemed to be :

1. Travelling time / hour
2. Travelling cost / km

That will be for artisans, assistants and driver, as well as overheads and profit.

Distances travelled in accordance with time travelled, will be calculated from the Core Centre Town for this area, which will be **LADYSMITH**.  
(In areas of Doubt the Department reserves the right to obtain information from other source / sources, in order to satisfy the time claimed by the service provider is justified)

(c) **The Department will not accept labour rates lower than for the following:**  
**Labour (artisan) per hour – R250**  
**Labour (artisan assistant) per hour – R120**

## **30 FRAUDULENT CONDUCT:**

Fraudulent Conduct shall mean any conduct aimed at obtaining an unjust profit.

## **31. SCHEDULED SERVICES.**

The Department aim to create a data base of all machines and controls, therefore it is expected from the service provider to obtain all information with the first visit and provide it to the Department on the attached data sheet.

The successful bidder must bear in mind that the scope of sets listed in this portfolio may vary from 5 kVA to 1000 kVA and the price per service will vary respectively for spares and labour.



This contract will start with a full major service and two (2) quarterly minor services per annum. Any services or repairs to any set will be done on the unique CPT/ID reference number and prior arrangements shall also be made with the client facility official on site.

### 31.1 MAJOR SERVICE

During the first month of the start of this contract, a major service shall be carried out as per service schedule provided by the contractor. The major service shall be according to the attached service check list. Major service to be carried out after 250 running hours or every 12 months, whatever is reached first.

**NB: A major service will be required for each and every generator set within this portfolio.**

### 31.2 MINOR SERVICE.

One minor service shall be comprised of a set of four (4) monthly service inspections for a total of three minor service claims per year. At each monthly site visit (minor service), the service inspection will be carried out as per the herein attached minor service checklist and the generator will be tested under full load as arranged with the client.

Example:

**January – Contract kick off with Major Service 1/4 (Major Service CLAIM A)**

February – Service inspection 2/4

March – Service Inspection 3/4

**April – Service Inspection 4/4 (Minor Service CLAIM B)**

May – Service Inspection 1/4

June – Service Inspection 2/4

July – Service Inspection 3/4

**August – Service Inspection 4/4 (Minor Service CLAIM C)**

September – Service Inspection 1/4

October – Service Inspection 2/4

November – Service Inspection 3/4

**December – Service Inspection 4/4 (Minor Service CLAIM D)**

One minor service shall entail a monthly site visit over the quarterly period, i.e. four (4) monthly site visits shall count as minor service. At each monthly site visit (minor service), the service will be carried out as per check list and the generator will be tested under full load as arranged with the client.

## 32. SCHEDULED ITEMS (SCHEDULE 2)

Bidders must allow for replacements of out-dated items and revamping of equipment, etc. as indicated in items below, in the price schedule provided within this bid.

### 32.1 AUTOMATIC BATTERY CHARGER (Equal or similar to LOVATO or DEEP SEA type)

In cases where existing old outdated battery chargers becomes obsolete as a result of wear and tear, automatic battery chargers (equal or similar to Lovato or Deep Sea type have to be used.

### **32.2 GENERATOR ROOM: PREPARATION AND PAINTING OF PLANT AND FLOOR**

Where plant room floors and equipment needs to be revamped, the following method shall be used:-

Degrease engine/alternator/tank assembly and plant room floor with an approved Engine cleaner/degreaser”

Apply paint remover to engine/alternator/tank and floor with an approved Heavy Duty paint stripper”

De-rust and remove existing paint from engine/alternator/tank with a heavy duty electric wire brush machine.

High pressure steam clean engine/alternator/tank and floor

Prime engine/alternator/tank with an approved coat primer –grey”

Spray-paint engine/alternator/tank with high temperature hammertone paint – Bright Blue

Paint plant room floor with red stoep paint – PT TERRA COTTA

Paint exhaust and manifold with high temperature silver aluminium paint

### **32.3 PLANT ROOM DOORS**

Where doors are to be replaced, it shall be of the standard substation type double doors, made of “marranti wood.” The bottom section of the doors shall have suitable size louvers to allow for the flow of cool air within the plant room. Galvanised “Hasp and Staples” brass hinges and screws and DPW approved padlocks shall be used to secure the doors and lock the plant room.

The doors shall be coated with a double coat of varnish.

### **32.4 OTHER EQUIPMENT COVERED IN SCHEDULE 2**

Where other equipment are to be replaced as indicated in schedule 2, it shall be installed in accordance with DPW standards and conditions

### **32.5 AUTOMATIC CONTROLLERS (Equal or similar to the Lovato or Deep Sea Type)**

This contract will allow where and whenever to have the system been changed from a manual control panel to a fully automatic control panel by installing automatic controllers

**END OF SCOPE OF WORKS**

**BELOW IS LIST OF GENERATORS SETS LOCATED AT VARIOUS TOWNS COVERED UNDER THIS TENDER FOR AREA 3. THE LIST INCLUDE ALL OTHER GENERATORS NOT MENTION IN AREA 3. (Overberg, Eden and Central Karoo Municipality Districts)**

	WHERE SITUATED					
1.	Caledon - S.A.P.S Plant Room					
2.	Genadendal - SAPS					
3.	Grabouw Magistrate Office					
4.	Hermanus - SAPS					
5.	Stanford - SAPS					
6.	Caledon Helderstroom Prison - Dairy					
7.	Caledon Helderstroom Prison - Medium					
8.	Caledon Helderstroom Prison – Sewerage Works					
9.	Caledon Helderstroom Prison – Water Works					
10.	Caledon Helderstroom Prison - Piggery					
11.	Caledon Helderstroom Prison - Max					
12.	Bredasdorp A.F.B. – Control tower					
13.	Bredasdorp A.F.B. – Gate House					
14.	Bredasdorp A.F.B. – Intake Sub					
15.	Bredasdorp A.F.B. – Runway Sub 5					
16.	Bredasdorp A.F.B.- Runway Sub 6					
17.	Bredasdorp A.F.B. – Sub 7					
18.	Bredasdorp SAPS					
19.	Caledon Prison					
20.	Buffelsjagsrivier Prison					
21.	Buffelsjagsrivier Prison – Water Plant					
22.	Greyton SAPS					

23.	Riviersonderend SAPS					
24.	Beaufort West SAPS					
25.	Beaufort West SAPS Niewfields					
26.	De Rust SAPS					
27.	Dysselsdorp - SAPS					
28.	George Conville SAPS					
29.	George SAPS					
30.	Beaufort West Prison					
31.	George SADF Woman College					
32.	Herold SAPS					
33.	Klaarstroom SAPS					
34.	Knysna New Prison					
35.	Lainsburg SAPS					
36.	Mossel Bay Da Gamaskop SAPS					
37.	Oudtshoorn Brighton SAPS					
38.	Oudtshoorn SAPS District H/Q					
39.	Pacaltsdorp SAPS					
40.	Plettenberg Bay SAPS					
41.	Prince Albert SAPS					
42.	George Thembalethu SAPS					
43.	George New Prison					
44.	Oudtshoorn New Prison					
45.	Knysna New Prison					
46.	Mossel Bay Prison Back Gate					
47.	Mossel Bay Prison Kitchen					
48.	Riversdal SAPS					
49.	Ashton SAPS					

50.	Ashton Magistrate Court					
51.	Worcester Zwelentemba SAPS					
52	Kleinmond SAPS					
53	Nelspoort SAPS					
54	Sedgefield SAPS					
55	Van Wyksdorp SAPS					
56	Swellendam SAPS					
57	Barrydale SAPS					

## **SCHEDULE – ONE(1)**

### **DESCRIPTION OF WORK**

**All the unit rates of this schedule must be completed by the Bidder.  
“No cost” or un-priced items shall lead to disqualification of the bid.**

**RATES FOR MAJOR AND MINOR SERVICES OF GENERATOR SETS :  
AREA TWO (2) Unit rates inclusive of material plus profit, labour and transport cost  
(including traveling time)**

Emergency Power Generators.				Quantity	Major Service	Minor Service
1.	5-30kva			10	R	R
2.	31-60kva			10	R	R
3.	61-150kva			15	R	R
4.	151-200kva			10	R	R
5.	201-300kva			5	R	R
6.	301-450kva			4	R	R
7.	451-600kva			4	R	R
8.	601-800kva			2	R	R
9.	801-1000kva			2	R	R
<b>TOTAL PRICE FOR MAJOR AND MINOR SERVICES</b>					<b>R</b>	<b>R</b>

**TOTAL: .....**

#### **EXAMPLE**

##### **MAJOR SERVICE**

**=10 X 30 KVA major service price  
=10x R2 000  
= R10 000**

##### **MINOR SERVICE**

**=10 X 30 KVA minor service price  
=10 X R1 000  
=R5 000**

## **SCHEDULE - TWO(2)**

### **SCHEDULED RATES**

**All the unit rates of this schedule must be completed by the bidder.  
"No cost" or un-priced items shall lead to disqualification of the bid.**

**Unit rate of items described to be replaced, is for the material only.**

Item	Description	Quantity	Unit	Unit Rate	Amount
1	<b>REPLACE CIRCUIT BREAKERS (ALL MAKES)</b>				
1.1	3 A 6 kA single pole	5	Each		
1.2	6 A 6kA single pole	5	Each		
1.3	10A 6kA single pole	5	Each		
1.4	16A 6kA single pole	5	Each		
1.5	20A 6kA single pole	5	Each		
1.6	25A 6kA single pole	5	Each		
1.7	32A 6kA single pole	5	Each		
1.8	40A 6kA single pole	5	Each		
1.9	50A 6kA single pole	5	Each		
1.10	63A 6kA single pole	5	Each		
1.11	Adaptor Clips	5	Each		
1.12	3A 6kA triple pole	5	Each		
1.13	6A 6kA triple pole	5	Each		
1.14	10A 6kA triple pole	5	Each		
1.15	16A 6kA triple pole	5	Each		
1.16	20A 6kA triple pole	5	Each		
1.17	25A 6kA triple pole	5	Each		
1.18	32A 6kA triple pole	5	Each		
1.19	40A 6kA triple pole	5	Each		
1.20	50A 6kA triple pole	5	Each		
1.21	63A 6kA triple pole	5	Each		
1.22	10A 10kA single pole	5	Each		
1.23	16A 10kA single pole	5	Each		
		5			

Item	Description	Quantity	Unit	Unit Rate	Amount
1.24	20A 10kA single pole	5	Each		
1.25	25A 10kA single pole	5	Each		
1.26	32A 10kA single pole	5	Each		
1.27	40A 10kA single pole	5	Each		
1.28	50A 10kA single pole	5	Each		
1.29	63A 10kA single pole	5	Each		
1.30	80A 10kA single pole	5	Each		
1.31	100A 10kA single pole	5	Each		
1.32	125A 10kA single pole	5	Each		
1.33	10A 10kA triple pole	5	Each		
1.34	16A 10kA triple pole	5	Each		
1.35	20A 10kA triple pole	5	Each		
1.36	25A 10kA triple pole	5	Each		
1.37	32A 10kA triple pole	5	Each		
1.38	40A 10kA triple pole	5	Each		
1.39	50A 10kA triple pole	5	Each		
1.40	63A 10kA triple pole	5	Each		
1.41	80A 10kA triple pole	5	Each		
1.42	100A 10kA triple pole	5	Each		
1.43	125A 10kA triple pole	5	Each		
1.44	150A 35kA triple pole	5	Each		
1.45	200A 35kA triple pole	5	Each		
1.46	300A 40kA triple pole	5	Each		
1.47	400A 40kA triple pole	5	Each		
1.48	600A 50kA triple pole	5	Each		
2	<b>Contactors / AC control 9 – 38 A (AC3) 3 pole contactors / AC control circuit</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Rate</b>	<b>Amount</b>
2.1	9A 4.2kW 3 pole contactor	5	Each		
2.2	12A 5.7kW 3 pole contactor	5	Each		
2.3	18A 7.5kW 3 pole contactor	5	Each		
2.4	25A 12.5kW 3 pole contactor	5	Each		
2.5	26A 13kW 3 pole contactor	5	Each		
2.6	32A 16kW 3 pole contactor	5	Each		
2.7	38A 18.5kW 3 pole contactor	5	Each		
<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Rate</b>	<b>Amount</b>



3	<b>Contactors / AC control 50 – 110 A (AC3) 3 pole contactors / AC control circuit</b>				
3.1	50A 25.0kW 3 pole contactor	5	Each		
3.2	65A 25.0kW 3 pole contactor	5	Each		
3.3	80A 25.0kW 3 pole contactor	5	Each		
3.4	95A 25.0kW 3 pole contactor	5	Each		
3.5	110A 3 pole contactor	5	Each		
4	<b>Contactors / AC control 110 – 420 A (AC3) 3 pole contactors / AC control circuit</b>				
4.1	150A 3 pole contactor	5	Each		
4.2	185A 3 pole contactor	5	Each		
4.3	265A 3 pole contactor	5	Each		
4.4	320A 3 pole contactor	5	Each		
4.5	420A 3 pole contactor	5	Each		
4.6	600A 3 pole contactor	5	Each		
5	<b>Painting - Generator Plant Equipment:</b>				
5.1	Cleaning and repainting of generator engine, alternator, diesel tank and floor	10	Each		
6	<b>Generator Room Doors:</b>				
6.1	Replacement of generator room doors (per set)	10 sets	Each		
7	<b>Heavy Duty Automotive Batteries</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Rate</b>	<b>Amount</b>
7.1	Battery size no. 650	20	Each		
7.2	Battery size no. 652	20	Each		
7.3	Battery size no. 654	20	Each		
7.4	Battery size no. 658	20	Each		
7.5	Battery size no. 668	20	Each		
7.6	Battery size no. 674	20	Each		
7.7	Battery size no. 682	20	Each		
7.8	Battery size no. 694	20	Each		
8	<b>Trailing / Welding cable per meter</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Rate</b>	<b>Amount</b>
8.1	16mm trailing / welding cable with lug	100	m		
8.2	25mm trailing / welding cable with lug	100	m		
8.3	32mm trailing / welding cable with lug	100	m		
8.4	50mm trailing / welding cable with lug	100	m		

8.5	Battery Clamps	50	Each		
8.6	47 – 53 Hz freq. mtr (vibr. reed) 110V – 380V	5	Each		
8.7	47 – 53 Hz freq. mtr (vibr. reed) 380V – 500V	5	Each		
9	<b>Maximum demand ammeters (90° movement)</b> <b>Delay time: 15 min (standard) – 92 x 92mm</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Rate</b>	<b>Amount</b>
9.1	1A maximum demand ammeter	5	Each		
9.2	5A maximum demand ammeter	5	Each		
10	<b>Combination maximum demand ammeters</b> <b>92 x 92mm</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Rate</b>	<b>Amount</b>
10.1	1A comb. max. demand ammeters	5	Each		
10.2	5A comb. max. demand ammeters	5	Each		
11	<b>Kilowatt meters (AC) moving iron 90° movement 92 x 92mm</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Rate</b>	<b>Amount</b>
11.1	1A AC wattmeter	5	Each		
11.2	5A AC wattmeter	5	Each		
12	<b>Power factor indicator (90° movement)</b> <b>230V – 380V 92 x 92mm</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Rate</b>	<b>Amount</b>
12.1	5A pf indicator (0.5 – 1 – 0.5)	5	Each		
13	<b>Running Hour meters</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Rate</b>	<b>Amount</b>
13.1	AC running hour meter 24/110/230/380 (45 x 45mm)	5	Each		
<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Rate</b>	<b>Amount</b>
13.2	DC running hour meter 10 – 80 VDC 45 x 45mm	5	Each		
14	<b>Current Transformers</b> <b>Primary Current: 5A – 4000A</b> <b>Secondary Current: 5A</b> <b>Maximum: 0.72 / 3 kV ; Frequency: 50 – 60 Hz</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Rate</b>	<b>Amount</b>
14.1	5A Busbar type 5VA bar type CT	5	Each		
14.2	10A Busbar type 5VA bar type CT	5	Each		

14.3	15A Busbar type 5VA bar type CT	5	Each		
14.4	20A Busbar type 5VA bar type CT	5	Each		
14.5	25A Busbar type 5VA bar type CT	5	Each		
14.6	30A Busbar type 5VA bar type CT	5	Each		
14.7	40A Busbar type 5VA bar type CT	5	Each		
15	<b>Ring Type Current Transformers</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Rate</b>	<b>Amount</b>
15.1	30A – 30mmDia 1VA ring type CT	5	Each		
15.2	40A – 30mmDia 1VA ring type CT	5	Each		
15.3	50A – 30mmDia 1VA ring type CT	5	Each		
15.4	60A – 30mmDia 1.5VA ring type CT	5	Each		
15.5	75A – 30mmDia 1.5VA ring type CT	5	Each		
15.6	100A – 30mmDia 2.5VA ring type CT	5	Each		
15.7	150A – 30mmDia 2.5VA ring type CT	5	Each		
15.8	200A – 30mmDia 5VA ring type CT	5	Each		
15.9	250A – 30mmDia 5VA ring type CT	5	Each		
15.10	300A – 30mmDia 7.5VA ring type CT	5	Each		
15.11	400A – 30mmDia 15VA ring type CT	5	Each		
15.12	500A – 30mmDia 15VA ring type CT	6	Each		
15.13	1000A – 30mmDia 15VA ring type CT	5	Each		
16	<b>Indicating and Control devices</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Rate</b>	<b>Amount</b>
	LED pilot lights (multi-chip) IP65				
16.1	12V AC/DC Dia16mm LED pilot light; all colours	5	Each		
16.2	24V AC/DC Dia16mm LED pilot light; all colours	5	Each		
16.3	230V AC/DC Dia16mm LED pilot light; all colours	5	Each		
<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Rate</b>	<b>Amount</b>
16.4	12V AC/DC Dia 22mm LED pilot light; all colours	5	Each		
16.5	24V AC/DC Dia 22mm LED pilot light; all colours	5	Each		
16.6	230V AC/DC Dia 22mm LED pilot light; all colours	5	Each		
17	<b>Lamps and Indication devices</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Rate</b>	<b>Amount</b>
	LED lamps BA9s (8-chip cluster LED)				

17.1	12V AC/DC 60mA multi chip LED lamp; all colours	5	Each		
17.2	24V AC/DC 15mA multi chip LED lamp; all colours	5	Each		
17.3	230V AC/DC 10mA multi chip LED lamp; all colours	5	Each		
<b>18</b>	<b>Control and Signalling devices Ø22mm</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Rate</b>	<b>Amount</b>
18.1	Black flush momentary pushbutton	5	Each		
18.2	Green flush momentary pushbutton	5	Each		
18.3	Red flush momentary pushbutton	5	Each		
18.4	Yellow flush momentary pushbutton	5	Each		
18.5	Blue flush momentary pushbutton	5	Each		
<b>19</b>	<b>Emergency Pushbutton actuators</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Rate</b>	<b>Amount</b>
19.1	Red mushroom pushbutton	5	Each		
19.2	Red latching mushroom (push-pull)	5	Each		
19.3	Red latching mushroom (twist release)	6	Each		
<b>20</b>	<b>Multi Pushbutton actuator (IP40)</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Rate</b>	<b>Amount</b>
21.1	Red/Green double pushbutton head	6	Each		
<b>21</b>	<b>Selector Switch actuators</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Rate</b>	<b>Amount</b>
21.1	Black 2 position selector switch	5	Each		
21.2	Black 3 position selector switch	5	Each		
<b>22</b>	<b>Mechanical reset button (complete unit)</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Rate</b>	<b>Amount</b>
22.1	Black mechanical reset buttons (0 – 123mm)	5	Each		
22.2	Green mechanical reset buttons (0 – 123mm)	5	Each		
22.3	Red mechanical reset buttons (0 – 123mm)	5	Each		
22.4	Blue mechanical reset buttons (0 – 123mm)	5	Each		
<b>23</b>	<b>Contact elements (clip on)</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Rate</b>	<b>Amount</b>
23.1	Green 1x NO contact block module	5	Each		
23.2	Red 1x NC contact block module	5	Each		
<b>24</b>	<b>Rotary Cam Switches (panel mount)</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Rate</b>	<b>Amount</b>

24.1	1 pole 16A 4.5kW on – off switch (0 – 1)	5	Each		
24.2	2 pole 16A 4.5kW on – off switch (0 – 1)	5	Each		
24.3	3 pole 16A 4.5kW on – off switch (0 – 1)	5	Each		
24.4	4 pole 16A 4.5kW on – off switch (0 – 1)	5	Each		
24.5	1 pole 16A 4.5kW changeover switch (centre – off)	5	Each		
24.6	2 pole 16A 4.5kW changeover switch (centre – off)	5	Each		
24.7	3 pole 16A 4.5kW changeover switch (centre – off)	5	Each		
24.8	4 pole 16A 4.5kW changeover switch (centre – off)	5	Each		
24.9	1 pole 16A 4.5kW changeover switch (1 – 2)	5	Each		
<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Rate</b>	<b>Amount</b>
24.10	2 pole 16A 4.5kW changeover switch (1 – 2)	5	Each		
24.11	3 pole 16A 4.5kW changeover switch (1 – 2)	5	Each		
24.12	4 pole 16A 4.5kW changeover switch (1 – 2)	6	Each		
<b>25</b>	<b>Changeover Switches 63A – 160A Automatic operated</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Rate</b>	<b>Amount</b>
25.1	63A 4 pole automatic transfer switch	6	Each		
25.2	80A 4 pole automatic transfer switch	6	Each		
25.3	100A 4 pole automatic transfer switch	6	Each		
25.4	125A 4 pole automatic transfer switch	6	Each		
25.5	180A 4 pole automatic transfer switch	6	Each		
<b>26</b>	<b>Changeover Switches 250A – 400A Automatic operated – motorised</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Rate</b>	<b>Amount</b>
26.1	250A 3 pole motorised changeover switch	6	Each		
26.2	400A 3 pole motorised changeover switch	6	Each		
26.3	600A 3 pole motorised changeover switch	5	Each		

26.4	800A 3 pole motorised changeover switch	5	Each		
<b>27</b>	<b>Automatic Battery Chargers Equal and similar to the Lovato and DSE type</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Rate</b>	<b>Amount</b>
27.1	DSE 12V 5A automatic battery charger	10	Each		
27.2	DSE 24V 5A automatic battery charger	10	Each		
27.3	DSE 12V 10A automatic battery charger	10	Each		
27.4	DSE 24V 10A automatic battery charger	10	Each		
27.5	Lovato 12V 5A automatic battery charger	10	Each		
27.6	Lovato 24V 5A automatic battery charger	10	Each		
<b>28</b>	<b>Stand-by Generator Set Controllers Equal and similar to the Lovato and DSE type</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Rate</b>	<b>Amount</b>
28.1	RGK 40 12/24 VDC full featured genset controller (96 x 96mm panel mount)	10	Each		
28.2	RGK 60 12/24 VDC full featured genset controller "96 x 96mm panel mounting	10	Each		
28.3	DSE 4520 genset controller panel mounting	10	Each		
28.4	DSE 6120 genset controller panel mounting	10	Each		
28.5	DSE 7310 genset controller panel mounting	10	Each		
28.6	DSE 7320 genset controller panel mounting	10	Each		
28.7	DSE 890 Gateway including antenna	10	Each		
<b>29</b>	<b>Relays</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Rate</b>	<b>Amount</b>
29.1	Phase Failure Relay and Base	5	Each		
29.2	Three Start Attempt Relay and Base	5	Each		
29.3	Frequency Monitor Relay and Base	5	Each		
29.4	Voltage Overload Relay and Base	5	Each		
29.5	8 Pin Relay 12V	5	Each		
29.6	8 Pin Relay 24V	5	Each		

29.7	8 Pin Relay 220V	5	Each		
29.8	11 Pin Relay 12V	5	Each		
29.9	11 Pin Relay 24V	5	Each		
29.10	11 Pin Relay 220V	5	Each		
29.11	12V Timer Relay on	5	Each		
29.12	220V Timer Relay on	5	Each		
29.13	8 Pin Relay Base	5	Each		
29.14	11 Pin Relay Base	5	Each		
<b>30</b>	<b>Fuses: 10A – 50A (slow blow)</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Rate</b>	<b>Amount</b>
30.1	Fuse holder for glass fuse	5	Each		
30.2	Fuse holder HRC single phase	5	Each		
30.3	Fuse holder HRC three phase	5	Each		
30.4	Fuse HRC 4A – 32A	5	Each		
30.5	Fuse HRC 32A – 50A	5	Each		
30.6	Fuse HRC 63A – 100A	5	Each		
30.7	PVC coated wire: 1.5mm per metre	100	m		
30.8	PVC coated wire: 2.5mm per metre	100	m		
30.9	PVC coated wire: 4mm per metre	100	m		
30.10	PVC coated wire: 6mm per metre	100	m		
30.11	Earth wire: 2mm per metre	100	m		
30.12	Earth wire: 4mm per metre	100	m		
30.13	Earth wire: 6mm per metre	100	m		
<b>31</b>	<b>Motor / Engine</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Rate</b>	<b>Amount</b>
31.1	Top up Oil – per litre	500	lt		
31.2	Fuel line hose including clamps 6mm / metre	100	m		
31.3	Fuel line hose including clamps 8mm / metre	100	m		
31.4	Fuel line hose including clamps 10mm / metre	100	m		
31.5	Fuel line hose including clamps 12mm / metre	100	m		
31.6	Fuel line hose including clamps 14mm / metre	100	m		
31.7	Fuel shutoff solenoid 12V/24V	5	Each		
31.8	Radiator Caps – all sizes	5	Each		
31.9	Radiator Coolant – per litre	500	lt		
31.10	Fuel Filter	50	Each		

31.11	Oil Filter	50	Each		
31.12	Water Separator	50	Each		
31.13	Maintenance Log Book	50	Each		
31.14	Special Signs as Specified by the OHS applicable to Generator rooms	50	Each		

R.....

**SCHEDULE TWO (2)**

**TOTAL CARRIED TO SUMMARY PAGE( EXCL. VAT)**

**END OF SCHEDULE – TWO (2)**



**SCHEDULE - THREE (3) - NON SCHEDULED**  
**DESCRIPTION OF WORK**

**All the unit rates of this schedule must be completed by the bidder.  
 "No cost" or un-priced items shall lead to disqualification of the bid.**

**NON-SCHEDULED MATERIALS AND LABOUR**

The cost of non-scheduled material shall be deemed to include for the cost of material, after deduction of any discount, and delivered on site.

**MATERIALS - (CONTINGENCIES):**

1. Allow the amount of R500 000-00 (Five Hundred Thousand Rand) for the provisional costs of non-scheduled materials that may be required.
  
2. Allowance for profit on materials as well as for plant and equipment for executing the non-schedule items at \_\_\_\_\_% on R500 000-00.

**LABOUR RATES & TRAVELLING COST**

The rates for labour on non-scheduled, scheduled items will be for normal and after hours, shall be deemed to include for statutory minimum labour rates, contribution to bonus, holiday, pension, medical funds. Saturday will be times 1,5 the labour rate and Sundays and Public holidays double the labour rate.

1. Labour - Normal Hours - 1000 hrs  
 Artisan and Assistance
  
2. Labour - After Hours -200 hrs  
 Artisan and Assistance
  
3. Travelling cost(time and km`s)-1000 hrs

UNIT RATE	AMOUNT
	R500 000-00
.....%	R.....
R.....	R.....
R.....	R.....
R.....	R.....
<b><u>SCHEDULE THREE (3)</u></b>	
<b><u>TOTAL CARRIED TO SUMMARY PAGE( EXCL. VAT)</u></b>	
	R.....

**END OF SCHEDULE THREE (3)**

# SUMMARY

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

(a) Amount for all work specified in Schedule 1 R.....

(b) Amount for all work specified in Schedule 2 R.....

(c) Amount for all work specified in Schedule 3 R.....

**SUB TOTAL** R.....

**Add:**  
Value-added Tax (VAT) R.....

**GRAND TOTAL** R.....

This Total amount is to written in the DPW 07 EC offer of form and acceptance. Failure to transfer the amount to DPW07 EC will result in disqualified of the bid.

## **DETAILS OF AREA**

### **AREA – 3 (THREE)**

#### **Overberg Municipality District**

Grabouw, Caledon, Villiersdorp, Kleinmond, Hermanus, Genadendal, Bredasdorp, Napier, Riviersonderend, Swellendam, Buffelsjagsrivier and Barrydale and others

#### **Eden Municipality District**

Ladysmith, Riversdale, Heidelberg, Calitzdorp, Van Wyksdorp, Albertinia, Mossel Bay, George, Oudtshoorn, Knysna, Plettenberg Bay and Uniondale and others

#### **Central Karoo Municipality District**

Lainsburg, Prince Albert, Beaufort West, Murrayburg and others

**(4.0.0)**



**public works**

Department:  
Public Works  
REPUBLIC OF SOUTH AFRICA

**SERVICE, REPAIRS AND MAINTENANCE CONTRACT FOR EMERGENCY  
STANDBY POWER GENERATORS**

**IN THE  
WESTERN CAPE**

**AREA – THREE (3)**

**(5.0.0)**

**Record Data**

- **Job Card**
- **Service check list**
- **Generator Plant questionnaire**



## CHECK LIST – MINOR SERVICE

CONTRACTOR:.....

TEL:.....  
FAX:.....

**1. CHECK LIST FOR MINOR SERVICES (CHECK & TICK OFF)**

PLACE:.....

INSTITUTION.....

RUNNING HRS. TO DATE.....(AFTER TEST RUN)

PLANT NO:.....

ITEM	DESCRIPTION OF ITEM	YES	NO	ITEM	DESCRIPTION OF ITEM	YES	NO
<b>1. CHECK &amp; TOP UP WHERE NECESSARY (SPECIFY)</b>				<b>8. VISUAL INSPECTION OF ELECTRICAL APPARATUS</b>			
A:	CHECK CRANKCASE OIL			A:	CABLES TERMINATION FINE ?		
B:	INJECTOR CAMBOX OIL			B:	ALL LT SWITCHGEAR INTACT ?		
C:	RADIATOR			C:	ALL PANELS / COVERS INTACT ?		
D:	DIESEL TANK			D:	CIRCUIT BREAKERS ON ?		
<b>2. CHECK FUNCTION, ADJUST &amp; LUBRICATE</b>				E:	CIRCUIT LEGENDS PRESENT ?		
A:	FUEL PUMP TIMING			F:	CIRCUIT LEGENDS COMPLETE ?		
B:	PUMP DRIVE			G:	CIRCUIT BREAKERS LABELLED ?		
C:	OIL FEED PUMP			H:	TIME SWITCHES CORRECT ?		
D:	EXCESS FUEL DEVICE			I:	PANEL LIGHTS WORKING ?		
E:	GOVERNOR			J:	SELECTOR SWITCHING FINE ?		
F:	TURBO CHARGER			K:	TEST RUN PLANT - 30 MINUTES		
G:	HEAT EXCHANGER			<b>9. CHECK &amp; RECORD THE FOLLOWING METERS</b>			
H:	FAN BEARINGS			A:	3-PHASE VOLTS:.....		
I:	DYNAMO BEARINGS			B:	SINGLE PHASE VOLTS:.....		
J:	STOP SOLENOID			C:	AMMETER – RED:.....		
K:	HAND / ELECTRIC DAY PUMP				AMMETER – WHITE:.....		
L:	LUBRICATING OIL FILTERS				AMMETER – BLUE:.....		
<b>3. VISUALLY CHECK CONDITION, AND TIGHTEN</b>				<b>10. BATTERIES &amp; CHARGER</b>			
A:	RADIATOR HOSE			A:	CLEAN BATTERIES / TERMINALS		
B:	RADIATOR CORE			B:	COVER TERMINALS WITH VASELINE		
C:	RADIATOR CAP / VALVE			C:	TOP UP ALL CELLS WITH DISTILLED WATER		
D:	HEATER ELEMENTS, ETC			D:	TIGHTEN ALL LOOSE CONNECTIONS ON TERMINALS		
E:	VEE BELTS			E:	IS BATTERY CHARGE SET ON "TRICKLE CHARGE" ?		
F:	ENGINE MOUNTINGS			F:	IS AMP / VOLT METER ON CHARGER OPERATIONAL ?		
G:	ENGINE / ALT. COUPLINGS			<b>11. PLANT ROOMS DISTRIBUTION / CONTROL BOARD</b>			
H:	EXHAUST SYSTEM			A:	CHECK CABLE DUCTS		
I:	DAY TANK CONDENSATE			B:	CHECK LT. SWITCHGEAR		
<b>4. CHECK FOR LEAKS &amp; TIGHTEN</b>				C:	CHECK LT. BOARD		
A:	DRAIN PLUG			D:	CHECK CONTROL PANEL		
B:	OIL LINE & SEALS			<b>12. ATTENDANCE TO PLANT ROOM</b>			
C:	INJECTOR SEALS			A:	DUST & CLEAN		
D:	ALL PACKINGS			B:	DOORS & FRAMES		
E:	FUEL LINE & SEALS			C:	WINDOW PANEA & FRAMES		
<b>5. CHECK AND TOP UP WHERE NECESSARY</b>				D:	WINDOW GUARDS / CILLS		
A:	CLEAN AIR CLEANER			E:	WALLS & CEILING		
B:	CLEAN FINS & OIL FILTER			F:	CLEAN CABLE DUCTS		
C:	CLEAN ENGINE			G:	CLEAN CONTROL BOARD / LT. BOARD & SWITCHGEAR		
D:	CLEAN DRIP TRAYS			<b>13. REPORT UNDER REMARKS W.R.T. :</b>			
E:	CLEAN DAY TANKS & GAUGE			A:	DOORS (HINGES, LOCKS, ETC)		
F:	CHECK ALARM SYSTEM ON LOW FUEL WARNING			B:	WINDOWS (INCLUDING GLASS)		
G:	CHECK ALARM SYSTEM ON: LOW OIL PRESSURE HIGH TEMPERATURE OVERSPEED			C:	WALLS (CRACKS)		
H:	CHECK ENGINE OIL LEVEL			D:	ROOFS (LEAKS, ETC)		
<b>6. CLEAN &amp; OIL</b>				<b>14. INSPECTION TO SUNDRY ITEMS</b>			
A:	DOOR HINGES			A:	CABLE DUCT COVERS		
B:	DOOR LOCKS			B:	WARNING SIGNS (OUTSIDE)		
<b>7. CLEAN &amp; POLISH</b>				C:	WARNING / FIRST AID SIGNS (INSIDE)		
A:	PLANT ROOM FLOORS						

**CHECK LIST – MAJOR SERVICE**

CONTRACTOR:.....

TEL:.....

FAX:.....

**1. CHECK LIST FOR MAJOR SERVICES (CHECK & TICK OFF)**

**2. CHECK LIST FOR MAJOR SERVICE**

(THIS PORTION IS TO BE ADDED ONLY WHEN CONDUCTING A MAJOR SERVICE, EXCEPT FOR ITEM "F" BELOW)

ITEM	DESCRIPTION	YES	NO
A:	DRAIN CRANKCASE OIL AND REFILL WITH NEW (TO CF SPECIFICATION)		
B:	RENEW LUBRICATING OIL FILTER ELEMENTS		
C:	RENEW FUEL FILTER ELEMENTS		
D:	RENEW AIR CLEANER FILTER ELEMENTS		
E:	DRAIN AND REFILL INJECTOR PUMP CAMBOX OIL, WHERE APPLICABLE		
F:	RENEW ALL (PLC) PROGRAMMABLE LOGIC CONTROLLER BATTERIES, WHERE APPLICABLE (MUST BE CHECKED AND REPLACED ANNUALLY IF DEEMED NECESSARY)		

**REMARKS:**

(IF ANSWER IS NO ON ANY OF THE PREVIOUS ITEMS, STATE ACTION TAKEN OR TO BE TAKEN BY THE DEPARTMENT)

TECHNICIAN - (PRINT NAME):.....

DATE: .....

SIGNATURE:.....

**GENERATOR PLANT QUESTIONNAIRE**

**(TO BE COMPLETED ON FIRST VISIT TO GENERATOR PLANT ROOM)**

**NAME OF BUILDING/PLACE:.....**

**WHERE INSTALLED: ..... CTG NO : .....**

**1. ENGINE**

- (a) Make .....
- (b) Type.....
- (c) Serial No. ....
- (d) Speed ..... rpm
- (e) Output (sea level) ..... kW
- (f) Site ..... kW
- (g) Fuel tank capacity: Day ...L
- (h) Bulk ..... L
- (i) Cooling method .....
- (j) Starter Battery ... Vh...Ah

(k) State type of set: Base load  Standby

**2. ALTERNATOR**

- (a) Make .....
- (b) Type.....
- (c) Serial No. ....
- (d) Speed..... rpm
- (e) Output ..... kVA ..... V ..... phase
- (f) Efficiency at full load .....%

**3. CONTROL PANEL**

- (a) Make ..... (b) Type.....
- (c) How mounted: Wall  Floor
- (d) Control System: Relay  Solid state
- (e) Type of Governor: .....

**TECHNICIAN: \_\_\_\_\_ DATE: \_\_\_\_\_**  
**NAME (PRINT)**



**SERVICE, REPAIRS AND MAINTENANCE CONTRACT FOR  
EMERGENCY STANDBY POWER GENERATORS**

**IN THE**

**WESTERN CAPE REGION**

**AREA – THREE (3)**

**OCCUPATIONAL HEALTH AND SAFETY**

**(6.0.0)**

**HEALTH AND SAFETY SPECIFICATION**

**FOR**

**MAINTENANCE / SERVICE CONTRACTS**



public works

Department:  
Public Works  
REPUBLIC OF SOUTH AFRICA

## OCCUPATIONAL HEALTH

AND

## SAFETY ACT

AND

## REGULATIONS

### **PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION**

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## 6. ANNEXURE D

### Initial Hazard Identification and Risk Assessment

#### 1. INTRODUCTION AND BACKGROUND

##### 1.1 Background to the Pre-Construction Health and Safety Specification

- 1) The Construction Regulations of July 2003 in terms of Regulation 4(1)(a) places the onus on the Client to prepare a Pre-Construction Health and Safety Specification, highlighting all risks not successfully eliminated during design. Section 37.2 of the Act, Act 85 of 1993 requires the Department of Works as an Employer to enter into a written agreement with the Contractor (Mandatory) as far as arrangements and procedures are concerned to ensure that the Contractor complies with the requirements of the Act, Act 85 of 1993 and all its Regulations.
- 2) This document serves to address all the abovementioned requirements and by submission of his/her tender the Contractor undertakes to abide with the conditions as stipulated by the Department of Works hereinafter referred to as the Client throughout this document.
- 3) This documentation will give the Client or its duly appointed representative the required information to be able to evaluate the Contractors competency and resources as is required by Regulation 4 (2)(4) of the Construction Regulations of July 2003 and to determine his/her suitability to perform such work in a safe and healthy manner.
- 4) When submitting his/her tender the Contractor must supply the Client with the following:
  - A detailed Site Safety Plan indicating how the contractor will manage all Safety, Health and Environmental aspects whilst working on the Clients premises or on premises under his/her control, which must be based on the contents of this document as is required by Regulation 5 (1) of the Construction Regulations of July 2003.
  - A Cost breakdown of funds being allocated to make adequate provisions for Safety, Health and Environmental requirements as is required by Regulation 4 (1)(h) of the Construction Regulations of July 2003
- 5) No approval or acceptance of any document required by this specification shall be construed by the Contractor as an absolver of the Contractor from achieving the required level of performance and compliance with legal requirements whatsoever.

- 6) The Contractor is an employer in his/her own right and therefore must assume all the responsibilities as required from any legal obligation imposed on him or her.

## **1.2 Purpose of the Pre-Construction Health and Safety Specification**

To assist in achieving compliance with the Occupational Health and Safety Act 85/1993 and the now promulgated Construction Regulations of July 2003 in order to reduce incidents and injuries.

The Pre-Construction Safety, Health and Environmental Specification sets out the requirements to be followed by the Principal Contractor and other Contractors so that the Health and Safety of all persons potentially at risk and the potential risk to the environment may receive the same priority as other facets of the project such as Scope, Time, Cost and Quality.

## **1.3 Implementation of the Pre-Construction Health and Safety Specification**

This specification forms an integral part of the contract, and the Contractor is required to use it at pre-tender phase when drawing up his/her project-specific Construction Phase Health and Safety Plan as indicated above. The Principal Contractor shall forward a copy of this specification to all Sub-Contractors at their bidding stage so that they can in turn prepare Health and Safety Plans relating to their operations.

## **2. PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION**

### **2.1 SCOPE**

This Specification covers the requirements for eliminating and mitigating incidents and injuries on the particular project.

The scope also addresses legal compliance, hazard identification and risk assessment, risk control, and promoting a Health and Safety culture amongst those working on the project. The specification also makes provision for the protection of those persons other than employees.

## **2.2 Contractual Issues**

- 1) Due to fact that this document is based on legislative requirements the Client requires that all Contractors comply with the requirements of this document and all other relevant legislative requirements not covered by this document.
- 2) The Client or its duly appointed representative reserves the right to stop any contractor from working whenever Safety, Health or Environmental requirements are being violated. Any resultant costs of such work stoppages will be for the Contractors account.
- 3) The requirements as specified by the Client in this document must not be deemed to be exhaustive and the Client reserves the right to make changes as and if the Client deems fit.
- 4) The Client will not entertain any claim of any nature whatsoever which has come about as result of costs incurred or delays being experienced due to the Contractor not complying with the requirements of this document or any other applicable legislative requirements imposed on the Contractor.

## **2.3 Safety, Health and Environmental Standards and Procedures**

- 1) The Contractor will ensure that all work performed by him/her is executed in accordance with work procedures which comply with accepted safety practices and applicable safety, health and Environmental legislation.
- 2) Procedures as indicated above may be the Contractors own procedures on condition that they comply with the conditions as stipulated above.
- 3) Where procedures have been specified by this Client in the contents of this document such procedures must be adhered to unless otherwise agreed to with the Client or it's duly appointed representative.

## **2.4 Interpretations**

### **2.4.1 APPLICATION**

This specification is a compliance document drawn up in terms of South African legislation and is therefore binding. It must be read in conjunction with relevant legislation as noted previously.

## **2.4.2 DEFINITIONS**

- 1) The definitions as listed in the Occupational Health and Safety Act 85/1993 and Construction Regulations of July 2003 shall apply unless otherwise stipulated.
- 2) Any reference to "The Contractor" includes – the Principal and Sub - Contractor unless otherwise stipulated.

## **2.5 Minimum Administrative Requirements**

### **2.5.1 Notification of Intention to Commence Construction Work**

- 1) The Contractor shall notify the Provincial Director of the Department of Labour in writing before construction work commences if required in the format of Annexure A. A copy of this notification must be forwarded to the Client prior to the commencement of Construction work.
  - 2) Copies of such notification can be obtained from any Department of Labour Office.
- i. Assignment of Contractor's Responsible Persons to Supervise Health and Safety on Site.
- 1) The Contractor shall submit in the format of Annexure B, proof of all supervisory as well as any other relevant appointments as is required by the OHS Act and the Construction Regulations.
  - 2) It is acknowledged that the Contractor may need to allocate more than one appointment to certain staff members. This practice may only take place if Safety, Health and Environmental Standards would not be negatively affected.
- 4) Should the Client or its representative deem such practice as having a negative affect on Safety, Health and Environmental Standards, then alternative arrangements will have to be made.
  - 5) A contractor shall upon having considered the size of the project, the degree of dangers likely to be encountered or the accumulation of hazards or risks on the site, appoint a fulltime or part time construction safety officer in writing to assist in the control of all safety related aspects on the site.



### **2.5.3 Competency of Contractor's Appointed Competent Persons**

- 1) Contractors' competent persons for the various risk management portfolios shall fulfill the criteria as stipulated under the definition of "Competent Person" in accordance with the Construction Regulations of July 2003 and the Occupational Health and Safety Act, Act 85 of 1993.
  - 2) The Client reserves the right to require levels of Competency, which exceeds the requirements as stipulated by the Act and or Construction Regulations.
  - 3) In the event of the Client requiring additional levels of Competency, alternative arrangements will have to be made.
- ii. Compensation of Occupational Injuries and Diseases Act, Act 130 of 1993 (COID ACT)
- 1) The Contractor warrants that his and all his workmen are fully covered in terms of the COID, Act 130 of 1993 and that such cover shall remain in force for the duration of his contractual relationship with the Client or whilst working on the Clients premises or premises under the Clients control.
  - 2) The Contractor will supply proof of such insurance cover to the Client with his/her tender submission.
  - 3) The Contractor undertakes to ensure that all Sub-Contractors appointed by him/her will be fully covered in terms of the COID Act, Act 130 of 1993 and that such cover shall remain in force for the duration of their contractual relationship with the Contractor
  - 4) The Contractor must also ensure that he has additional insurance cover that will adequately make provisions for any losses and/or his employee's acts and/or omissions whilst working on the Clients premises or on premises under the client's control.

### 2.5.5 Occupational Health and Safety Policy

- 1) The Contractor shall submit a Health and Safety Policy signed by the Chief Executive Officer.
- 2) The Policy must outline objectives and how they will be achieved and implemented by the Company / Contractor.
- 3) A copy of such policy must be included in the Site Safety Plan and the Site Safety File.

### 2.5.6 Health and Safety Organogram

- 1) The Contractor shall submit an Organogram, outlining the Health and Safety Site Management Structure including the relevant appointments / competent persons.
- 2) In cases where appointments have not been made, the organogram shall reflect the intended persons to be appointed to such positions.
- 3) The organogram shall be updated when there are any changes in the Site Management Structure.

### 2.5.7 Preliminary Hazard Identification and Risk Analysis and Progress Hazard Identification and Risk Analysis

- 1) A Preliminary Hazard Identification and Risk Analysis was conducted and can be found in the format of Annexure D. This Hazard Identification and Risk Analysis was performed to make the Contractor aware of potential Hazards, which could be present on the site and may not be comprehensive.
- 2) The Contractor shall cause a Hazard Identification and Risk Analysis exercise to be performed by a Competent Person before commencement of construction work, and the assessed risks shall form part of the Construction phase Health and Safety Plan submitted for approval by the Client. The Risk Assessment must include:
  - a) A list of hazards identified as well as potentially hazardous tasks;
  - b) A documented risk assessment based on the list of hazards and tasks;
  - c) A set of safe working procedures to eliminate, reduce and/or control the risks assessed;
  - d) A monitoring and review procedure of the risks assessment as the risks change.
- 3) The Principal Contractor shall ensure that all Contractors are informed, instructed and trained by a Competent Person/s regarding hazards, risks and related safe work procedures before any work commences and thereafter at regular intervals as the risks change and as new risks develop.
- 4) The Contractor shall be responsible for ensuring that all persons

who could be negatively affected by its operations are informed and trained according to the hazards and risks and are conversant with the Safe Work Procedures, control measures and other related rules (tool box talk strategy to be implemented and so on).

- 5) Should the Client or its duly appointed Representative identify alternative hazardous activities performed by the Contractor or its Sub-Contractors on site for which a Risk Assessment was not performed then the contractor will be required to perform such an exercise before continuing such work.

#### 2.5.8 Health and Safety Representative(s)

- 1) The Contractors shall ensure that Health and Safety Representative(s) are appointed under consultation and trained to carry out their functions.
- 2) The appointments must be in writing and the Health and Safety Representative shall carry out regular inspections, keep records and report all findings to the Responsible Person forthwith and at Health and Safety meetings.

#### 2.5.9 Health and Safety Committees

The Principal Contractor shall ensure that project Health, Safety and Environmental meetings are held monthly or as deemed necessary by the project requirements.

- 1) Minutes must kept on record and filled in the Site Health and Safety File.
- 2) Meetings must be organized and chaired by the Principal Contractors' Responsible Person.

#### 2.5.10 Health and Safety Training

##### 2.5.10.1 Induction

- 1) The Principal Contractor shall ensure that all site personnel undergo a site-specific Health and Safety Induction Training Session before starting work. A record of attendance shall be kept in the Health and Safety file. A suitable venue must be supplied to provide this training.
- 2) All visitors to the site must also be subjected to site-specific induction training highlighting items such as steps to follow in the event of an emergency, restricted areas and so on.

#### 2.5.10.2 Awareness

The Principal Contractor shall ensure that, on site, periodic toolbox talks take place daily. These talks should deal with risks relevant to the construction work at hand. A record of attendance shall be kept in the Health and Safety File. All Contractors have to comply with this minimum requirements.

#### 2.5.10.3 Competency

- 1) All competent persons shall have the knowledge, experience, training, and qualifications specific to the work they have been appointed to supervise, control, and carry out .
- 2) The abovementioned competency requirements will be assessed on a regular basis by the Client, by means of Audits, Progress Meetings, and any other means deemed fit by the Client.
- 3) The Principal Contractor is responsible to ensure that competent Contractors are appointed to carry out construction work and records should be kept of criteria used to determine competency.
- 4) The Client reserves the right to require competencies which may exceed the Contractors standards in which case alternative arrangements will have to be made to meet the Clients requirements.

#### 2.5.11 General Record Keeping

- 1) The Contractors shall keep and maintain Health and Safety records to demonstrate compliance with this Specification, with the OHS Act 85/1993; and with the Construction Regulations of July 2003.
- 2) The Contractor shall ensure that all records of incidents/accidents, training, inspections, audits, and so on are kept in a Health and Safety file held in the Site Office.
- 3) The Principal Contractor must ensure that every Contractor opens his/her own Health and Safety file, maintains the file and makes it available on request by any duly authorized person.

#### 2.5.12 Health and Safety Audits, Monitoring and Reporting

- 1) The Client shall conduct monthly Health and Safety audits of the work operations including a full audit of physical site activities as well as an audit of the administration of Health and Safety.

- 2) The Principal contractor is obligated to conduct similar audits on all Contractors appointed by him/her.
- 3) Detailed reports of the audit findings and resultant corrective measures shall be reported on at all levels of project management meetings/forums.
- 4) Copies of the Clients audit reports will be forwarded to the Contractor and must be kept in the Site Health and Safety File.
- 5) The Principal Contractor must audit the activities and administration of all appointed Sub-Contractors, forward a copy to the Client or its representative within seven days of completion of the audit and file a copy on the Site Safety File.

#### 2.5.13 Emergency Procedures/Plans

- 1) The Principal Contractor shall submit a detailed Emergency Procedure/Plan for approval by the Client prior to commencement of work on site. The procedure shall detail the response plan/s including the following key elements:
  - List of key competent personnel;
  - Details of emergency services;
  - Actions or steps to be taken in the event of the specific types of emergencies;
  - Information on hazardous material/situations.
- 2) Emergency Procedures/Plans shall include, but shall not be limited to, fire, spills, use of hazardous substances, bomb threats, major incidents/accidents major and minor and any other anticipated emergencies.
- 3) The Principal Contractor shall advise the Client in writing forthwith, of any emergencies, together with a record of action taken. A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc) must be maintained and be available to site personnel.
- 4) Emergency procedures/Plans must be developed by a competent person such as an Safety, Health and Environmental Officer or in the absence of a Safety, Health and Environmental Officer by the Construction Work Supervisor.
- 5) Emergency Procedures/Plans must form part of the Agenda of monthly safety meetings as the Procedures/Plans would have to be revisited on a continuous basis due to the changing environment on construction sites.

#### 2.5.14 First Aid Boxes and First Aid Equipment

- 1) All Contractors shall appoint in writing First Aider(s) in terms of legislative requirements.

- 2) The appointed First Aider(s) must be sent for accredited first aid training should they not have received such training prior to commencement of work on site.
- 3) Valid certificates to be kept on site in the Site Safety File.
- 4) The Principal Contractor shall provide an on-site First Aid Station with first aid facilities, where required, including first aid boxes adequately stocked at all times.
- 5) All Contractors with more than 5 employees shall supply their own first aid box.
- 6) In the event of hazards chemical substances being present on site, first aiders must be trained to address any incidents of accidental exposure and their first aid kits stocked accordingly.

#### 2.5.15 Accident / Incident Reporting and Investigation

- 1) Injuries are to be categorized into the following categories:
  - 1) first aid;
  - 2) medical;
  - 3) disabling; and
  - 4) fatal injuries.
- 2) All Contractors have to report on the 4 categories of injuries to the Principal Contractor as soon as is reasonably practicable.
- 3) The Principal Contractor must stipulate in his/her construction phase Health and Safety plan how he/she will handle each of these categories.
- 4) When reporting injuries to the Client, these categories shall be used.
- 5) All injuries will be investigated by the Principal Contractors or his/her Competent Person, with a report being forwarded to the Client forthwith.
- 6) The Principal Contractor must report all injuries to the Client in the form of a detailed injury report at least monthly.
- 7) All incidents taking place in terms of Section 24 of the Act must be reported in the prescribed period and manner to the Department of Labour.
- 8) Copies of Section 24 reports, including WCL 1 & 2 forms must be forwarded to the Client immediately after completion.

#### 2.5.16 Hazards and Potential Situations

- 1) The Principal Contractor shall immediately notify other Contractors as well as the Client of any hazardous or potentially hazardous situations that may arise during performance of construction activities.
- 2) Should a hazardous situation require work stoppages the work

must be stopped and corrective steps taken such as Written Safe Work Procedures and issuing of Personal Protective Equipment.

#### 2.5.17 Personal Protective Equipment (PPE) and Clothing

- 1) The Contractor shall ensure that all workers are issued and wear Hard Hats, Safety Boots/Shoes and Overalls.
- 2) The Contractor and all Contractors shall make provision and keep adequate quantities of SABS approved PPE on site at all times.
- 3) The Contractor shall clearly outline procedures to be taken when PPE or Clothing is:
  - Lost or stolen;
  - Worn out or damaged.
- 4) The above procedure applies to Contractors and their Sub-Contractors.
- 5) The Contractor must ensure that no person enters the Site without the required Personal Protective Equipment.
- 6) Visitors to the Site must be provided with the required PPE such as Hard Hats, Earmuffs and Eye Protection.
- 7) Records of all PPE issued to staff must be kept on site in the Site Safety File.
- 8) Employees are to be made conversant with the purpose of PPE and where and when it is required to be used by the employee.
- 9) Safety belts are not to be allowed on site due to its associated potential of injury to the user; only double lanyard safety harnesses are permitted.
- 11) Suitable eye protection must at all times be worn by the worker when performing grinding, chipping, chasing and other associated activities.
- 12) In the event that onlookers may be struck by flying objects as a result of work being performed, suitable screens must be erected.
- 13) Any person performing welding or brazing work will wear suitable eye protection, gloves, aprons, and spats. Suitable screens are to be provided to protect onlookers from the harmful rays associated with such activities.
- 14) Where employees are required to work with corrosive liquids, suitable eye protection, gloves and acid resistant overalls must be provided.
- 15) Ear protection must be worn in designated noise zone (in excess of 85dB)
- 16) Suitable respirators must be provided to all employees and visitors required working in or entering areas where toxic vapors could be present.

- 17) All staff working in an elevated position (2m or higher) or where the potential exists that such person may fall must be provided with a suitably secured safety harness.
- 18) Any person refusing to wear personal Protective Equipment must be instructed to wear such equipment and in the event of such person refusing to wear such equipment he/she must be removed from the premises.

#### 2.5.18 Occupational Health and Safety (OHS) Signage

- 1) The Contractor shall provide adequate on-site OHS signage including but not limited to: "no unauthorized entry", "report to site office", "site office", "beware of overhead work", "hard hat area".
- 2) Signage shall be posted up at all entrances to the site as well as on site in strategic locations e.g. access routes, stairways, entrances to structures and buildings, scaffolding, and other potential risk areas/operations.
- 3) In the event where work is being performed on a premises displaying signage such as no-parking, speed limits and so on, the Contractor will abide by the requirements of such signage except if otherwise instructed.

#### 2.5.19 Permits

- 1) The Contractor shall draft and implement where required permits which may include the following:
  - Use of Explosives and Blasting;
  - Work for which a fall prevention plan is required;
  - Use of cradles, and
  - Electrical work
- 2) The Contractor will ensure that where permits are required that it is used and adhered to.

### 2.6 Physical Requirements

#### 2.6.1 Demolition Work

- 1) Prior to any demolition work being carried out, the Principal Contractor shall submit a safe working procedure and a detailed engineering survey for approval by the Client.
- 2) Such Safe Work Procedures' must where possible be Submitted with the Site SHE Plan
- 3) Acceptance will then be issued to the Principal Contractor to proceed with the demolition work.
- 4) The Principal Contractor shall ensure that demolition work complies with the Construction Regulations of July 2003.
- 5) In the event where a structure identified for demolition includes substances such as lead or asbestos it must be performed within the requirements of the applicable legislative.

#### 2.6.2 Excavations, Shoring, Dewatering or Drainage



- 1) All excavation work must be performed under the supervision of a Competent Person as specified in Annexure B of this document and the Construction Regulations of July 2003.
- 2) Adequate Shoring and Bracing must be provided where required to ensure that the health and safety of the employees working in such excavations are not put at risk.
- 3) Adequate provisions must be made to ensure that water is drained from excavations which may enter such excavations as a result of seepage or rain.
- 4) All excavation made by the Contractor must be clearly demarcated and protected to prevent accidental access.
- 5) Barricading tape may only be used to make solid barricading more visible and may not be used as a means of barricading.
- 6) In addition to the abovementioned the requirements of Regulation 11 of the Construction Regulations of July 2003 must be adhered to.

#### 2.6.3 Edge Protection

- 1) All open edges posing the risk of resulting in injuries or damage to equipment must be adequately guarded fenced or barricaded or other similar suitable means used to prevent injuries or damage to equipment.
- 2) Barricading tape is not deemed to be suitable and may only be used in addition to other suitable means as indicated above.

#### 2.6.4 Explosives and Blasting

- 1) All explosives must be transported or stored according to the requirements of SANS 0228.
- 2) Written approval must be obtained from the Chief Inspector Occupational, Health and Safety prior to any blasting activities taking place.
- 3) A copy of such permission from the Chief Inspector Occupational, Health and Safety must be supplied to the client prior to Blasting.
- 4) Prior to blasting a siren must be sounded, warning flags posted and guards placed at strategic locations points to prevent accidental entry to the blasting area.

#### 2.6.5 Stacking of Materials

- 1) Stacking and storage of materials must be performed under the Supervision of a Competent Person whom has been appointed in writing as required by Annexure B.
- 2) Storage areas must be designated, kept neat and under control. In addition to the abovementioned the requirements of General Safety Regulations as promulgated by Government Notice No R1031 dated 30 May 1986 as amended must be complied with.
- 3) In the event that unauthorized persons may enter an area where materials are stacked such area must be barricaded off to

prevent access to such area.

#### 2.6.6 Speed Restrictions and Protections

- 1) Unless otherwise stipulated the speed limit on site to be adhered to is 10 Km/h.
- 2) Vehicle movement routes on site must be clearly indicated where applicable.
- 3) Signage to ensure the safe movement of vehicles on site as well as to ensure the health and safety of all employees and visitors on site must be displayed in strategic locations.

#### 2.6.7 Hazardous Chemical Substances (HCS)

- 1) All employees required to use Hazardous Chemical Substances or products containing Hazardous Chemical Substances must be adequately and comprehensively trained with regard to the requirements of the Hazardous Chemical Substances Regulations as amended in Government Gazette No 25130 of June 2003, the potential sources of exposure and the potential risks to their health caused by exposure.
- 2) In addition to the abovementioned, Material Safety Data Sheets must be kept on site for all materials, which may contain hazardous chemical substances.

#### 2.6.8 Asbestos

- 1) Asbestos work may only be performed subject to prior notification of the Provincial Director, Occupational Health and Safety, Department of Labour, in writing.
- 2) Proof of such notification must be supplied to the Client prior to work proceeding.
- 3) All asbestos work shall be carried out as per the Asbestos Regulations.
- 4) All employees must be informed and receive training on aspects such as the contents and scope of the Asbestos Regulations as published in Government Gazette 23108 of February 2002, the potential risks of exposure to asbestos, precautionary measures employees have to take and all other requirements deemed necessary to provide a safe and healthy environment for all employees as specified by the Asbestos Regulations as indicated above.

### 2.7 Plant and Machinery

#### 2.7.1 Plant

All Construction Plant must comply with and be used in conjunction with the requirements of Section 21 of the Construction Regulations and in specific that all records of inspections rendering such plant safe must be kept on

site.

### 2.7.2 Vessels under Pressure (VUP)

The Principal Contractor and all relevant Contractors shall comply with the Vessels under Pressure Regulations, including:

- Providing competency and awareness training to the operators;
- Providing PPE or clothing;
- Inspecting equipment regularly and keeping records of inspections;
- Providing appropriate fire fighting equipment.

### 2.7.3 Fire Extinguishers and Fire Fighting Equipment

- 1) The Principal Contractor and Sub Contractors shall provide or ensure adequate provision of regularly serviced fire fighting equipment located at strategic points on site, specific to the classes of fire likely to occur.
- 2) The appropriate notices and signs must be posted up as required.
- 3) Contractors may not utilize fire protection equipment belonging to the client without prior consent.

### 2.7.4 Hired Plant and Machinery

- 1) The Contractor shall ensure that any hired plant and machinery used on site is safe for use.
- 2) The requirements as stipulated by the OHS Act 85/1993 and Construction Regulations of July 2003 shall apply.
- 3) The Principal Contractor shall ensure that operators hired with machinery are competent and that certificates are kept on site in the Site Health and Safety File. All relevant Contractors must ensure the same.

### 2.7.5 Scaffolding / Working at Heights

- 1) Working at heights includes any work that takes place in an elevated position in excess of 2m.
- 2) The Contractor must submit a risk-specific fall prevention plan in accordance with the Construction Regulations of July 2003 before this work is undertaken.
- 3) The fall prevention plan must be approved by the Client before work may commence.

### 2.7.6 Formwork and Support Work for Structures

- 1) The Principal Contractor shall ensure that the provisions of Section 10 of the Construction Regulations of July 2003 are adhered to.
- 2) These provisions must include but not be limited to ensuring that all equipment used is examined for suitability before use; that all Formwork and Support Work is inspected by a

competent person immediately before, during and after placement of concrete or any other imposed load and thereafter on a daily basis until the Formwork and Support Work has been removed.

- 3) Records of all inspections must be kept in a register on site.

#### 2.7.7 Lifting Machines and Tackle

- 1) The Contractor shall ensure that lifting machinery and tackle is inspected before use and thereafter in accordance with the Driven Machinery Regulations and the Construction Regulations (Section 20).
- 2) There must be a competent appointed lifting Machinery and Tackle Inspector on site who must inspect the equipment daily or before use, taking into account that:
  - All lifting machinery and tackle has a safe working load clearly indicated;
  - Regular inspection and servicing is carried out;
  - Records are kept of inspections and of service certificates;
  - There is proper supervision in terms of guiding the loads that includes a trained banksman to direct lifting operations and check lifting tackle;
  - The tower crane bases have been approved by an engineer;
  - The operators are competent as well as physically and psychologically fit to work and be in possession of a medical certificate of fitness which must be available on site.

#### 2.7.8 Ladders and Ladder Work

- 1) The Contractor shall ensure that all ladders are inspected at least monthly, are in a good safe working order, are the correct height for the task, extend at least 1m above the landing, fastened and secured, and at a safe angle.
- 2) Records of inspections must be kept in a register on site.

#### 2.7.9 General Machinery

The Contractor shall ensure compliance with the Driven Machinery Regulations, which include inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE or clothing, and training those who use machinery.

#### 2.7.10 Portable Electrical Tools and Explosive Powered Tools

- 1) The Contractor shall ensure that use and storage of all explosive powered tools and portable electrical tools are in compliance with relevant legislation.
- 2) The Contractor shall ensure that all electrical tools, electrical distribution boards, extension leads, and plugs are kept in a safe working order.
- 3) The Contractor shall apply the following:

- A competent person undertakes routine inspections and records are kept.
- Only authorized trained persons use the tools.
- The safe working procedures apply.
- Awareness training is carried out and compliance is enforced at all times.
- PPE and clothing is provided and maintained.
- A register indicating the issue and return of all explosive rounds is implemented and maintained, and
- That signs are posted up in the areas where explosive powered tools are being used.

#### 2.7.11 High Voltage Electrical Equipment

1) All contractors must be made aware of the presence and location of High Voltage Equipment such as underground cables and overhead lines, and that the necessary precautionary steps are taken where work has to be executed in the vicinity of such equipment.

2) Precautionary measures such as Isolation and Lock-Out of electrical systems or the use of electrically isolated tools must be used.

#### 2.7.12 Public and Site Visitor Health and Safety

- 1) The Contractor shall ensure that every person working on or visiting the site, as well as the public in general, shall be made aware of the dangers likely to arise from site activities, including the precautions to be taken to avoid or minimize those dangers.
- 2) Appropriate Health and Safety Notices and signs shall be posted up, but shall not be the only measure taken.

#### 2.7.13 Night Work

The Contractors must ensure that adequate lighting is provided to allow for work to be carried out safely.

#### 2.7.14 Transportation of Workers

- 1) The Contractor and shall not:
  - Transport persons together with goods or tools unless there is an appropriate area or section to store such goods.
  - Transport persons on the back of trucks except if a proper canopy (properly covering the sides and top) has been provided with suitable seating areas.
  - Permit workers to stand or sit on the edge of the transporting vehicle.
  - Transport workers in LDV's unless they are closed/covered and have the correct number of seats for the passengers.
- 2) No driver will transport more than six people on the back of a 1 Ton LDV and more than four passengers on the back of an ½ Ton LDV.
- 3) The driver of any LDV will not permit more than 2 passengers to

- occupy the cab of any LDV.
- 4) All vehicles operated on the site will in all aspects comply with the requirements of the Road Traffic Ordinance Act
  - 5) Drivers of such vehicles will have a valid license for the code of vehicle being driven by them.
  - 6) No servicing of vehicles will be permitted on a Construction Site, which is occupied by staff working for the Client.
  - 7) Servicing or repairs of vehicles on site may only take place if such activities are performed with the necessary procedures in place to prevent any harmful effects to the environment.
  - 8) All waste generated from servicing vehicles must be disposed off in accordance with relevant Environmental legislation.
  - 9) In the event where Earth Moving Equipment is present on site the following must be adhered to:
    - Drivers of vehicles must be instructed to avoid parking behind earth moving vehicles to ensure that their vehicles are visible to the operator of earth moving vehicles.
    - Right of way must be afforded to earth moving machinery at all times.
    - Vehicles must only be permitted to park where possible in designated areas

## 2.8 Occupational Health and Environmental Management.

### 2.8.1 Occupational Hygiene

- 1) Exposure of workers to occupational health hazards and risks is very common in any work environment, especially in construction.
- 2) Occupational exposure is a major problem and all Contractors must ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards.
- 3) Contractors must prevent inhalation, ingestion, absorption, and noise induction.
- 4) Site-specific health risks are tabled in Annexure D such as cement -dust, wood-dust, noise and so on but is not limited to these items.
- 5) Water to be utilized for drinking purposes may only be drawn from taps designated for drinking water purposes. Fire hydrants and fire hose reels may not be utilized for drinking water purposes.
- 6) In the event where staff is required to be away from home due to the work they have to perform on behalf of the Contractor, the Contractor will provide suitable clean dry and hygienic accommodation, the cost thereof shall be borne by the

## Contractor.

### 2.8.2 Environmental Management

- 1) The Contractor shall take all precautionary steps to prevent any pollution of the Environment.
- 2) Any material, which may pose a harmful effect when disposed of by normal means, must be disposed of in an appropriate manner to eliminate its harmful effect on the environment after disposal.
- 3) The Contractor will ensure that adequate procedures are implemented and maintained to ensure that waste generated is placed in suitable receptacles and removed from the site promptly.
- 4) Plans to deal with spillages must be in place and maintained.
- 5) No waste materials liquid or solid may be disposed of in drains.
- 6) No burning of waste material may take place where such material being burned may result in pollution of the air or give off toxic vapors which could be harmful to the health of employees or any other person present on site.

### 2.8.3 Welfare Facilities

- 1) Contractors will supply sufficient toilets (1 toilet per 30 workers).
- 2) Showers (1 for every 15 workers).
- 3) Changing facilities.
- 4) Hand washing facilities, soap, toilet paper, and hand drying materials.
- 5) Waste bins must be strategically placed and emptied regularly.
- 6) Safe, clean storage areas must be provided for workers to store personal belongings and personal protective equipment.
- 7) Workers must not be exposed to hazardous materials/substances while eating and must be provided with sheltered eating areas.

### 2.8.3 Alcohol and other Drugs

- 1) No alcohol and other drugs will be allowed on site without the express permission of the Principal Contractor.
- 2) No person may be under the influence of alcohol or any other drugs while on the construction site.
- 3) Any person on prescription drugs must inform his/her Employer, who shall in turn report this to the Principal Contractor forthwith.
- 4) Any person suffering from any illness/condition that may have a negative effect on his/her safety performance must report this to his/her Employer, who in turn must report this to the Principal Contractor forthwith.
- 4) Any person suspected of being under the influence of alcohol or

other drugs must be sent home immediately, to report back the next day for a preliminary inquiry.

A full disciplinary procedure must be followed by the Contractor concerned and a copy of the disciplinary action must be forwarded to the Principal Contractor for his records.



**ANNEUXRE A**

**The Contractor must submit proof of compliance with Annexure A with the construction phase H&S plan where applicable.**

HSS Item No.	Requirement	OHSA Requirement	Submission Date
2.3.1	<b>Notification of Intention to Commence Construction/Building Work</b>	<b>Complete Annexure (Construction Regulations)</b>	<b>Before commencement on site</b>
2.3.2	<b>Assignment of Responsible Persons</b>	<b>All relevant appointments as per OHS Act, Con Regs and Annexure B</b>	<b>Together with SHE Plan</b>
2.3.3	<b>Competence of Responsible Persons</b>	<b>Client Requirement &amp; OHS Act</b>	<b>Together with SHE Plan</b>
2.3.4	<b>Compensation of Occupational Injuries and Diseases Act (COIDA) 130 of 1993</b>	<b>Construction Reg and Client Requirement</b>	<b>Together with SHE Plan</b>
2.3.5	<b>Occupational Health and Safety Policy</b>	<b>OHS Act</b>	<b>Together with SHE Plan</b>
2.3.6	<b>Health and Safety Organogram</b>	<b>Client Requirement</b>	<b>Together with SHE Plan</b>
2.3.7	<b>Initial Hazard Identification and Risk Assessment</b>	<b>Construction Regs.</b>	<b>Together with SHE Plan</b>

## ASSIGNMENT OF CONTRACTOR'S RESPONSIBLE PERSONS

### ANNEXURE B

**The Principal Contractor shall make the following appointments according to the initial risk assessment or as deemed necessary: (further appointments could become necessary as the project progresses)**

Appointment	OHSA Reference	Requirement abbreviated
CEO Assignee	Section 16(2)	A competent person to assist with the on-site H&S, overall responsibility – Contractor's Responsible Person
Construction Work Supervisor	CR 6(1)	A competent person(s) to supervise and be responsible of Health & Safety related issues on site. The person is appointed to assist the CEO with his/her overall duties.
Subordinate Construction Work Supervisors	CR 6(2)	A competent person to assist with daily supervision of construction work. The person assists the Construction Work Supervisor.
Health and Safety Officer	CR 6(6)	A competent Health and Safety officer in the control of all safety related aspects on site.
Health & Safety	Section 17	A competent person(s) to inspect H&S in reference to plant, machinery and Health & Safety of persons in the workplace.
Health & Safety Committee Member(s)	Section 19	A competent person(s) representing the employer to assist with the on site Health & Safety matters.
Incident /Accident Investigator	GAR 8	A competent person(s) to investigate incidents/accidents on site and could be: <ul style="list-style-type: none"> <li>• The employer</li> <li>• H&amp;S Representative</li> <li>• Designated person</li> <li>• Members of the H&amp;S Committee</li> </ul>
Risk Assessment Co-ordinator	CR 7	A competent person(s) to co-ordinate all risk assessments on behalf of the Principal Contractor. The same applies to Contractors.
Fall Protection Plan Co-ordinator	CR 8	A competent person(s) to prepare & amend the fall protection plan.
First Aiders	GSR 3	A qualified person(s) to address all on site first aid cases.
Lifting Machine & Equipment inspector	DMR 18	A competent person(s) to inspect lifting machines, equipment & tackle.
Scaffolding Erector	CR 14.1	A competent person(s) to erect scaffolding
Scaffolding Inspector	CR 14.2	A competent person(s) to inspect scaffolding before use and every time after bad weather etc
Formwork & support work inspector	CR 10	A competent person(s) to inspect formwork & support work

<b>Excavation Inspector</b>	<b>CR 11</b>	<b>A competent person(s) to inspect excavation work and ensure that approved safe working procedures, are followed at all times</b>
<b>Ladder Inspector</b>	<b>GSR 13A</b>	<b>A competent person(s) to inspect monthly and ensure they are safe for use, keeping monthly record</b>
<b>Stacking Supervisor</b>	<b>CR 26</b>	<b>A competent person(s) to supervise all stacking and storage operations</b>
<b>Demolition Supervisor</b>	<b>CR 12(1)</b>	<b>A competent person(s) to supervise all demolition work</b>
<b>Explosive Powered Tools Inspector/Supervisor</b>	<b>CR 19</b>	<b>A competent person(s) to inspect &amp; clean the tool daily and controlling all operations thereof.</b>
<b>Temporary Electrical Installations Supervisor</b>	<b>CR 22</b>	<b>A competent person(s) to control all temporary electrical installations.</b>
<b>Construction vehicles and Mobile Plant Supervisor.</b>	<b>CR 21(1)(j)</b>	<b>A competent person to inspect vehicles and plant on a daily basis prior to use and record such finding in register.</b>
<b>Fire-Fighting Equipment Inspector</b>	<b>CR 27</b>	<b>A competent person(s) to inspect fire-fighting equipment</b>

**OTHER REQUIREMENTS**

**ANNEXURE C**

**The Principal Contractor shall comply but not be limited to the following requirements: report on these to the Client at progress meetings or at least monthly whichever is sooner.**

What	When	Output	Accepted by Client & date
<b>Induction training</b>	<b>Every worker before he/she starts work.</b>	<b>Attendance registers</b>	
<b>Awareness Training (Tool Box Talks)</b>	<b>At least weekly</b>	<b>Attendance registers</b>	
<b>Health &amp; Safety Reports</b>	<b>Monthly</b>	<b>Report covering:</b> <ul style="list-style-type: none"> <li>• <b>Incidents/accidents and investigations</b></li> <li>• <b>Non conformances by employees &amp; External H&amp;S audit reports</b></li> </ul>	
<b>Emergency procedures</b>	<b>Ongoing evaluation of procedure</b>	<b>Table procedure in writing as well as tel. Numbers</b>	
<b>Risk assessment</b>	<b>Continuous</b>	<b>Documented risk assessment</b>	
<b>Safe work procedures</b>	<b>Drawn up before workers are exposed to new risks</b>	<b>Documented set of safe work procedures (method statements) updated and signed off.</b>	
<b>General Inspections</b>	<b>Weekly &amp; daily</b>	<b>Report OHS Act compliance:</b> <ul style="list-style-type: none"> <li>• <b>Scaffolding</b></li> <li>• <b>Excavations</b></li> <li>• <b>Formwork &amp; support work</b></li> <li>• <b>Explosive tools</b></li> </ul>	
<b>General Inspections</b>	<b>Monthly</b>	<ul style="list-style-type: none"> <li>• <b>Firefighting equipment</b></li> <li>• <b>Portable electrical equipment</b></li> <li>• <b>Ladders</b></li> <li>• <b>Lifting equipment/slings</b></li> </ul>	
What	When	Output	Accepted by Client & date
<b>List of contractors</b>	<b>List to be updated weekly</b>	<b>Table list, number of workers and Company tel. Numbers</b>	
<b>Workman's Compensation</b>	<b>Ongoing</b>	<b>Table a list of Contractors' Workman's Compensation proof of good standing</b>	
<b>Construction site rules &amp; Section 37.2 Mandatory Agreement</b>	<b>Ongoing</b>	<b>Table a report of all signed up Mandatory's</b>	

## ANNEXUR D

### Project/site Specific Requirements

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

- **Work on engines.**
  - **Working on electrical installations 400/250 Volts**
  - **Preparation of paint surfaces**
  - **Painting of engines and alternators.**
  - **Painting of walls**
  - **Exposure to noise**
  - **Establishment of site office**
  - **Locating of existing services**
  - **Loading and offloading of trucks**
  - **Protection against dehydration and heat exhaustion**
  - **Manual and mechanical handling**
  - **Lifting and lowering operations.**
  - **Use of Portable electrical Equipment**
    - **Angle grinder**
    - **Electric Drilling Machine**
- **Use and storage of flammable liquids and other Hazardous substances**
- **Working in the vicinity of correctional facility inmates and staff of the client.**
- **Working at heights.**
- **Working with asbestos products.**
- **Steelwork**
- **Working with Diesel.**
- **Handling, loading/off loading and moving of heavy machinery.**
- **Transporting of workers.**
- **Use of hand tools.**
- **Excavations in vicinity of 11000Volt cables.**

The above list is by no means exhaustive and should not be limited to these activities but must cover all activities that forms part of the said construction work. Each activity must be split down to individual tasks and all associated hazards identified and listed in the risk assessment. This ensures that the critical tasks and subsequent critical hazards are not missed.

**ANNEXURE E:-**

**24 MONTHS TERM CONTRACT:  
SERVICE, MAINTENANCE AND REPAIRS CONTRACT FOR EMERGENCY  
STANDBY POWER GENERATORS.**

**IN THE**

**WESTERN CAPE REGION  
AREA – THREE (3)**

I ..... Representing

..... Principle contractor

have satisfied myself with the content of the pre-construction health And Safety Specification and shall ensure that the Principle Contractor and its personnel comply with all obligations / requirements in respect thereof.

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Date

-----

(HEALTH & SAFETY)

END OF PART PART 4.0.0





**FACILITIES MANAGEMENT**

**CONDITIONS OF CONTRACT (DPW)**

**SEPT. 2005 VERSION 1**



## PA-10 (FM): CONDITIONS OF CONTRACT

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## 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  $(R_w - R_n) + X$  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:

- (1) deductions for penalties;
- (2) deductions for overpayments;
- (3) deductions for retention
- (4) 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 overpayment 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.