

PART 2

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

Project title:	<i>Warrenton, Hartswater & Pampierstad DOJ: Installation of Generators at various magistrate courts: Cluster 3</i>		
Tender / Quotation no:	KIM11/2023	Reference no:	19/2/4/2/2/2373/88

OFFER

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

Installation of Generators at Various Magistrate Courts

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:

Rand (in words):
Rand in figures:	R

The amount in words takes precedence over the amount in figures. 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)

<p>Company or Close Corporation:</p> <p>.....</p> <p>.....</p> <p>And: Whose Registration Number is:</p> <p>.....</p> <p>And: Whose Income Tax Reference Number is:</p> <p>.....</p> <p>CSD supplier number:.....</p>	OR	<p>Natural Person or Partnership:</p> <p>.....</p> <p>.....</p> <p>Whose Identity Number(s) is/are:</p> <p>.....</p> <p>Whose Income Tax Reference Number is/are:</p> <p>.....</p> <p>CSD supplier number:.....</p>
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Tender / Quotation no: KIM11/2023

AND WHO IS (if applicable):	
Trading under the name and style of:	
AND WHO IS:	
Represented herein, and who is duly authorised to do so, by: Mr/Mrs/Ms:	Note: 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.
In his/her capacity as:	

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 contact 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
 - (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

NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998) or 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.

*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 / Quotation no: KIM11/2023

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

.....

Other Contact Details of the Tenderer are:

Telephone No..... Cellular Phone No.

Fax No

Postal address

Banker Branch.....

Registration No of Tenderer at Department of Labour

CIDB Registration Number:

ACCEPTANCE

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

The terms of the contract are contained in:

- Part C1 Agreement and contract data, (which includes this agreement)
- Part C2 Pricing data
- Part C3 Scope of work
- Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

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

*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

Tender / Quotation no: KIM11/2023

Name of Organisation:	Department of Public Works and Infrastructure
Address of Organisation:	

WITNESSED BY:

Name of witness	Signature	Date

Schedule of Deviations

1.1.1. Subject:
Detail:
1.1.2. Subject:
Detail:
1.1.3. Subject:
Detail:
1.1.4. Subject:
Detail:
1.1.5. Subject:
Detail:
1.1.6. Subject:
Detail:

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"

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

Project title:	Warrenton, Hartswater & Pampierstad DOJ: Installation of Generators at various magistrate courts: Cluster 3		
Tender / quotation no:	KIM 11/2023	Closing date:	13/10/2023
Advertising date:	22/09/2023	Validity period:	84 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						



tenderer's projects

Tender no: **KIM 11/2023**

1.2. Completed projects

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

Name of Tenderer	Signature
	Date

DPW-10.2 (EC): VARIABLE CONSTRUCTION GUARANTEE GCC 3rd Edition (2015)

Director-General
Department of Public Works and Infrastructure
Government of the Republic of South Africa

FOR ATTENTION

Insert name
Private Bag **insert no**
insert town
insert postal code

Sir,

VARIABLE CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF GCC 3rd Edition (2015)

1. With reference to the contract between _____
_____ (hereinafter referred to as the “**contractor**”) and the Government of the Republic of South Africa in its Department of Public Works and Infrastructure (hereinafter referred to as the “**employer**”), Contract/Tender No: **insert Contract / Tender No**, for the **insert description of works** (hereinafter referred to as the “**contract**”) for the sum of R **insert amount**, (**insert amount in words**), (hereinafter referred to as the “**contract sum**”).

I / We, _____
in my/our capacity as _____ and hereby
representing _____ (hereinafter referred to as the “**guarantor**”) advise that the **guarantor** holds at the **employer**’s disposal the sum of R **insert amount**, (**insert amount in words**) being 10% of the **contract sum** (excluding VAT), for the due fulfilment of the **contract**.
2. I / We advise that the **guarantor**’s liability in terms of this guarantee shall be as follows:
 - (a) From and including the date on which this guarantee is issued and up to and including the day before the date on which the last **certificate of completion** of works is issued, the **guarantor** will be liable in terms of this guarantee to the maximum amount of 10% of the **contract sum** (excluding VAT);
 - (b) The **guarantor**’s liability shall reduce to 5 % of the **value of the works** (excluding VAT) as determined at the date of the last **certificate of completion** of works, subject to such amount not exceeding 10% of the **contract sum** (excluding VAT);
 - (c) This guarantee shall expire on the date of the last **final approval certificate**.
3. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis; and de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed on receipt of a written demand from the **employer** to do so, stating that (in the **employer**’s opinion and sole discretion):
 - (a) the **contractor** has failed or neglected to comply with the terms and/or conditions of the **contract**;
or

Tender no: (Insert Tender Number)

- (b) the **contractor's** estate is sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa.
- 4. Subject to the above, but without in any way detracting from the **employer's** rights to adopt any of the procedures provided for in the **contract**, the said demand can be made by the **employer** at any stage prior to the expiry of this guarantee.
- 5. The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon issue of the last **final approval certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.
- 6. The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the foregoing, any compromise, extension of the construction period, indulgence, release or variation of the **contractor's** obligation shall not affect the validity of this guarantee.
- 7. The **guarantor** reserves the right to withdraw from this guarantee at any time by depositing the guaranteed amount with the **employer**, whereupon the **guarantor's** liability ceases.
- 8. This guarantee is neither negotiable nor transferable, and
 - (a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 5 above, or
 - (b) shall lapse in accordance with clause 2 (c) above.
- 9. This guarantee shall not be interpreted as extending the **guarantor's** liability to anything more than payment of the amount guaranteed.

SIGNED AT _____ **ON THIS** _____ **DAY OF** _____ **20**_____

AS WITNESS

- 1. _____
- 2. _____

By and on behalf of

(insert the name and physical address of the guarantor)

NAME: _____

CAPACITY: _____
(duly authorised thereto by resolution attached marked Annexure A)

DATE: _____

- A. No alterations and/or additions of the wording of this form will be accepted.**
- B. The physical address of the guarantor must be clearly indicated and will be regarded as the guarantor's *domicilium citandi et executandi*, for all purposes arising from this guarantee.**
- C. This GUARANTEE must be returned to:** _____

DPW-10.4 (EC): FIXED CONSTRUCTION GUARANTEE GCC 3rd Edition (2015)

Director-General
Department of Public Works and Infrastructure
Government of the Republic of South Africa

FOR ATTENTION

Insert name
Private Bag **insert no**
insert town
insert postal code

Sir,

FIXED CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF GCC 3rd Edition (2015)

1. With reference to the contract between _____
_____ (hereinafter referred to as the “**contractor**”) and the Government of the Republic of South Africa in its Department of Public Works and Infrastructure (hereinafter referred to as the “**employer**”), Contract/Tender No: **insert Contract / Tender No**, for the **insert description of Works** (hereinafter referred to as the “**contract**”), for the sum of R **insert amount**, (**insert amount in words**), (hereinafter referred to as the “**contract sum**”).

I / We, _____
in my/our capacity as _____ and hereby
representing _____ (hereinafter referred to as the “**guarantor**”) advise that the **guarantor** holds at the **employer**'s disposal the sum of R **insert amount**, (**insert amount in words**) being 5% of the **contract sum** (excluding VAT), for the due fulfillment of the **contract**.
2. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis; and de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed on receipt of a written demand from the **employer** to do so, stating that (in the **employer**'s opinion and sole discretion):
 - (a) the **contractor** has failed or neglected to comply with the terms and/or conditions of the **contract**;
or
 - (b) the **contractor**'s estate is sequestrated; liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa.
3. Subject to the above, but without in any way detracting from the **employer**'s rights to adopt any of the procedures provided for in the **contract**, the said demand can be made by the **employer** at any stage prior to the expiry of this guarantee.
4. The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon the issue of the last **final approval certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.

Contract/Tender No: *insert Contract / Tender No*

5. The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the foregoing, any compromise, extension of the construction period, indulgence, release or variation of the **contractor's** obligation shall not affect the validity of this guarantee.
6. The **guarantor** reserves the right to withdraw from this guarantee at any time by depositing the guaranteed amount with the **employer**, whereupon the **guarantor's** liability ceases.
7. This guarantee is neither negotiable nor transferable, and
 - (a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 4 above, or
 - (b) shall lapse on the date of the last **certificate of completion** of works.
8. This guarantee shall not be interpreted as extending the **guarantor's** liability to anything more than the payment of the amount guaranteed.

SIGNED AT _____ ON THIS _____ DAY OF _____ 20____.

AS WITNESS

1. _____

2. _____

By and on behalf of

(insert the name and physical address of the guarantor)

NAME: _____

CAPACITY: _____
(duly authorised thereto by resolution attached marked Annexure A)

DATE: _____

- A. No alterations and/or additions of the wording of this form will be accepted.**
- B. The physical address of the guarantor must be clearly indicated and will be regarded as the guarantor's *domicilium citandi et executandi*, for all purposes arising from this guarantee.**
- C. This GUARANTEE must be returned to:** _____

PA- 40: DECLARATION OF DESIGNATED GROUPS

Tender no:

Name of Tenderer EME¹ QSE² Non EME/QSE (tick applicable box)

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

Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in Rural (R) / Under Developed Area (UD) / Township (T) / Urban (U).	Indicate if military veteran
1.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
8.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
9.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
10.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
11.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
12.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

¹ EME: Exempted Micro Enterprise
² QSE: Qualifying Small Business Enterprise

PA- 40: DECLARATION OF DESIGNATED GROUPS

Tender no:

2. DECLARATION:

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

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

Signed by the Tenderer

Name of representative	Signature
	Date

PG-01.1 (EC) SCOPE OF WORKS – GCC 3rd Edition (2015)

Project title:	<i>Warrenton, Hartswater & Pampierstad DOJ: Installation of Generators at various magistrate courts: Cluster 3</i>		
Tender no:	KIM 11/2023	Reference no:	19/2/4/2/2/2354/26

C3. Scope of Works

CONTENTS

C3.1 STANDARD SPECIFICATIONS

C3.2 PROJECT SPECIFICATIONS

A: GENERAL

- PS-1 PROJECT DESCRIPTION
- PS-2 DESCRIPTION OF SITE AND ACCESS
- PS-3 DETAILS OF CONTRACT
- PS-4 CONSTRUCTION AND MANAGEMENT REQUIREMENTS
- PS-5 CONSTRUCTION PROGRAMME
- PS-6 SITE FACILITIES AVAILABLE
- PS-7 SITE FACILITIES REQUIRED
- PS-8 REQUIREMENTS FOR ACCOMMODATION OF TRAFFIC
- PS-9 OCCUPATIONAL HEALTH AND SAFETY
- PS-10 ADVERSE WEATHER CONDITIONS

NOTE: This is an example only. Compiler / Designer to provide the applicable contents.

B: AMENDMENTS TO THE PARTICULAR SPECIFICATIONS

C3.3 PARTICULAR SPECIFICATIONS See Technical Specification

C3.4 STANDARD SPECIFICATIONS:

The standard specifications on which this contract is based are the **South African Bureau of Standards Standardized Specifications for Civil Engineering Construction SABS 1200**. (Note to compiler. "SABS" has been changed to "SANS"; the SABS 1200 specifications are due to be replaced in the foreseeable future by SANS 2100)

Although not bound in nor issued with this Document, the following Sections of the Standardized Specifications of SABS 1200 shall form part of this Contract:

A - 1986 - GENERAL / D – (etc, to be provide by compiler)

3.5 PROJECT SPECIFICATIONS:

Status

The Project Specification, consisting of two parts, forms an integral part of the contract and supplements the Standard Specifications.

Part1 A contains a general description of the works, the site and the requirements to be met.

Part B contains variations, amendments and additions to the Standardized Specifications and, if applicable, the Particular Specifications.

In the event of any discrepancy between a part or parts of the Standardised of Particular Specifications and the Project Specification, the Project Specification shall take precedence. In the event of a discrepancy between the specifications, (including the Project Specifications) and the drawings and / or the Bill of Quantities, the discrepancy shall be resolved by the Engineer before the execution of the work under the relevant item.

3.5.1 GENERAL

PS-1 PROJECT DESCRIPTION:

Warrenton, Hartswater & Pampierstad DOJ: Installation of Generators at various magistrate courts: Cluster 3

3.5.2 AMENDMENTS TO THE STANDARD AND PARTICULAR SPECIFICATION:

C3.5.3 PARTICULAR SPECIFICATIONS:

C3.6 STANDARD MINIMUM REQUIREMENTS

In terms of section 5(2) of the Construction Industry Development Board Act, 2000 (Act no. 38 of 2000) (the Act), the Construction Industry Development Board is empowered to establish and promote best practice standards, Standard Requirements and Guidelines which includes the following but not limited to:

C3.6.1 cidb Best Practice: Green Building Certification, No. 34158 Government Gazette, 1 April 2011

C3.6.2 cidb Standard for Developing Skills through Infrastructure Contracts, No. 36760 Government Gazette, 23 August 2013

C3.6.3 cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013

C3.6.4 Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017, No. 40553 Government Gazette, 20 January 2017

C3.6.5 cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts, No. 41237 Government Gazette, 10 November 2017

C3.6.6 cidb Standard for Minimum Requirements for Engaging Contractors and Sub-Contractors on Construction Works Contracts, No. 41237 Government Gazette, 10 November 2017

C3.6.7 cidb Standard for Minimum Requirements for Engaging Contractors and Sub- Contractors on Construction Works Contracts, No. 42021 Government Gazette, 9 November 2018

C3.6.8 cidb Standard for Developing Skills through Infrastructure Contracts, No. 43495 Government Gazette, 3 July 2020

C3.7 CONTRACT PARTICIPATION GOALS AND CIDB BUILD PROGRAMME

The contractor shall achieve in the performance of the contract the following Contract Participation Goals (CPGs) as indicated below. Provision for pricing of compliance with the achieving the CPGs is made in the Contract Participation Goal Section of the Bills of Quantities and it is explicitly pointed out that all requirements in respect of the aforementioned are deemed to be priced thereunder and no additional claims in this regard shall be entertained:

C3.7.1 Minimum Targeted Local Material Manufacturer Contract Participation Goal

The Minimum Targeted Local Building Material Manufacturers CPG is *not applicable* to this project.

It is the requirement of the employer that the contractor enhances the use of local Small, Micro and Medium Enterprise Local Material Manufacturers (SMME's) in executing this contract, irrespective whether a minimum percentage Participation Goals is applicable or not.

The Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020.

A Targeted Local Material Manufacturer is a targeted enterprise that operates or maintains a factory or establishment that produces on its premises materials or goods required by the principal contractor for the performance of the contract.

Note: Adapted from SANS 10845-7:2015, definition 2.13

Preference shall be given to the Targeted Local Material Manufacturer where feasible in **insert applicable Ward/s, Municipal District, Town, City, Province**, and provided that:

- (a) Such materials comply in all respects with the specific requirements of PW371 and SANS specifications,
- (b) The non-availability of such materials shall not adversely affect the desired progress of the specific works,
- (c) The use of such suppliers shall not constitute grounds for any claim for increased cost in respect thereof,
- (d) Materials of at least **insert applicable percentage, both in words and figures** of the total value of materials purchased excluding VAT to be sourced from within **insert applicable kilometerskm** radius of the project site,
- (e) Material of at least **insert applicable percentage, both in words and figures** of the total value of materials purchased excluding VAT to be sourced from within **insert applicable kilometerskm** radius of the project site.

Failure to achieve the minimum **insert applicable percentage, both in words and figures** Targeted Local Material Manufacturer participation expressed as a percentage of the original tender amount, excluding allowances and VAT, will result in a **insert applicable percentage, both in words and figures** penalty of the prorated targeted value of materials not complied with unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

The bidder shall submit monthly reports in terms of monthly achievement and accumulative targets achieved including audited supporting documentation to the Employer's Representative.

C3.7.2 Minimum Targeted-Local Building Material Suppliers Contract Participation Goal

The Minimum Targeted Local Building Material Suppliers CPG is *not applicable* to this project.

It is the requirement of the employer that the contractor enhances the use of local Small, Micro and Medium Enterprise Local Material Suppliers (SMME's) in executing this contract, irrespective whether a minimum percentage Participation Goals is applicable or not.

The Minimum Targeted Local Manufacturers of Material Contract Participation Goal shall be achieved in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract..

A targeted supplier is a targeted enterprise that

- a) owns, operates or maintains a store, warehouse or other establishment in which goods are bought, kept in stock and regularly sold to wholesalers, retailers or the public in the usual course of business; and
- b) engages, as its principal business and in its own name, in the purchase and sale of goods.

Note: Adapted from SANS 10845-7:2015, definition 2.14

Preference shall be given to the local material suppliers where feasible in the **insert applicable Ward/s, Municipal District, Town, City, Province**, and provided that:

- (a) Such materials comply in all respects with the specific requirements of PW371 and SANS specifications,
- (b) The none availability of such materials shall not adversely affect the desired progress of the specific works,
- (c) The use of such suppliers shall not constitute grounds for any claim for increased cost in respect thereof,
- (d) Materials of at least **insert applicable percentage, both in words and figures** of the total value of materials purchased excluding VAT to be sourced from within **insert applicable kilometerskm** of the project site,
- (e) Material of at least **insert applicable percentage, both in words and figures** of the total value of materials purchased excluding VAT to be sourced from within **insert applicable kilometerskm** of the project site.

Failure to achieve the minimum **insert applicable percentage, both in words and figures** Targeted Local Material Manufacturer participation expressed as a percentage of the original tender amount, excluding allowances and VAT, will result in a **insert applicable percentage, both in words and figures** penalty of the prorated targeted value of materials not complied with, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

The bidder shall submit monthly reports in terms of monthly achievement and accumulative targets achieved including audited supporting documentation to the Employer's Representative.

C3.7.3 Minimum Targeted Local Labour Skills Development Contract Participation Goal

The Minimum Targeted Local Labour Skills Development CPG is **not applicable** to this project.

It is the requirement of the employer that the contractor enhances the use of local labour in executing this contract. This is required to be done through the use of both traditional building techniques and labour-intensive construction techniques careful and considered construction planning and implemented in the project irrespective whether a minimum percentage Participation Goal is applicable or not.

The Minimum Targeted Local Skills Development Contract Participation Goal shall be achieved in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract..

Targeted labour: individuals who:

- a) are employed by the principal contractor, sub-contractor or targeted enterprises in the performance of the contract;
- b) are defined as the target group in the targeting data; and
- c) permanently reside in the target area or who are recognized as being residents of the target

area on the basis of identification and association with and recognition by the residents of the target area.

Adapted from SANS 10845-7:2015, definition 2.12

Targeting of labour by skills categories is only permissible within categories of semi-skilled and unskilled labour.

Contract participation goals for semi-skilled and unskilled labour shall be limited to on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract and in a manner that does not compromise worker health and safety. In the case of targeted labour, the certification of records shall be in accordance with SANS 10845-8.

Beneficiaries will be sourced from the **insert applicable Ward/s, Municipal District, Town, City, Province** for the full duration of the Construction Period, employed by either the principal contractor, sub-contractors or targeted enterprises. The total number of working days to complete the Works amount to **insert number of working days as determined by the Construction Period** working days. The minimum CPG participation for Targeted Local Labour Skills Development is **insert applicable percentage, both in words and figures**, expressed as a percentage of the total number of working days required to complete the Works. The contractor shall attain or exceed the CPG in the performance of the contract. Failure to achieve the minimum Targeted Local Labour Skills Development CPG will result in a payment reduction of **R5 000 (Excluding VAT)**, per working day which training has not been provided to the workforce in attendance, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

The bidder shall submit monthly reports in terms of monthly achievement and accumulative targets achieved including audited supporting documentation to the Employer's Representative.

C3.7.4 CIDB BUILD PROGRAMME: Minimum Targeted Enterprise Development Contract Participation Goal

The Minimum Targeted Enterprise Development CPG is *not applicable* to this project.

The aim of this best practice standard for indirect targeting for enterprise development in accordance with the Standard for Indirect Targeting for Enterprise Development (published in Government Gazette 36190 of 25 February 2013), as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. is to promote enterprise development by providing for a minimum contract participation goal (CPG) of **five percent (5%)** of the contract amount as defined in the Standard (Tender amount, excluding allowances and VAT on selected contracts to be undertaken by joint-venture partners or to be sub-contracted to developing contractors that are also to be beneficiaries of enterprise development support from the main contractor.

The lead partner or main contractor shall dedicate a **minimum five percent (5%)** of the tender value at the time of award, excluding allowances and VAT, to provide developmental support to targeted subcontractor or joint venture partner applicable to contracts in Grades 7 to 9, General Building and Civil Engineering contracts. Preference will be given to insert type of enterprises, e.g. General Building, Electrical, Mechanical, Plumbing, etc. .It could be either or any combination of all Enterprises.

The contractor shall attain or exceed the enterprise development goal in the performance of the contract. Failing to achieve the Participation Goal will result in A) a thirty percent (30%) penalty of the value not achieved, excluding VAT, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

The bidder shall submit monthly reports in terms of monthly achievement and accumulative targets achieved including audited supporting documentation to the Employer's Representative.

C3.7.4.1 Criteria

The main or lead partner of the successful bidder shall:

- (a) There must be a needs analysis for indirect targeting and development or skill standard and should be development in at least any two developmental areas namely;
- Administrative and cost control systems
 - construction management systems and plans
 - planning, tendering and programming
 - business; technical; procurement skills
 - legal compliance
 - credit rating/history; financial loan capacity/history
 - contractual knowledge
- (b) The above needs analysis shall be mutually agreed upon between contractor and targeted enterprise
- (c) The contractor shall appoint an enterprise development coordinator to:
- perform needs analysis on the targeted enterprise to identify developmental goals
 - develop a project specific enterprise development plan to improve the targeted enterprise/s performance in the identified developmental areas
 - provide internal mentorship support to improve the targeted enterprise/s performance
 - monitor and submit to the employer’s representative a monthly enterprise development report thereby reporting on the progress of the agreed development areas with the targeted enterprise/s
 - submit a project completion report to the Employer’s representative for each targeted enterprise.

C3.7.4.2 Management

The contractor shall provide a competent person/s to provide internal mentorship to the Targeted Enterprise/s in the two agreed developmental areas.

C3.7.4.3 Competence Criteria for an Enterprise Development Co-ordinator

The enterprise development co-ordinator shall have the following competencies:

- Minimum experience of 5 years in the construction industry at Managerial level as a Site Agent, Contracts Manager, Site Manager, Construction Manager, Business Development Manager or Enterprise Development Manager.
- Minimum experience of 2 years in training and development in Building or Construction; and
- National Diploma or B Degree in the Built Environment or Business Management

C3.7.4.4 Format of Communications

The contractor shall submit to the Employer’s Representative:

- *Project interim reports* in the specified format (**ED105P**) detailing interim values of the CPG that was achieved together with an assessment of the enterprise development support provided should be tabled and discussed at least monthly at progress meetings between employer’s representative and the contractor;
- *Project completion report* in the specified format (**ED101P**) to the Employer’s Representative for acceptance within 15 days of achieving practical completion. The report shall include the value of the CPG that was certified in accordance with the contract, cidb registration numbers of each and every targeted enterprise, and the value of the subcontracted works or of the joint venture entered into; and the participation parameter
- *Enterprise development declaration* (**ED104P**).

C3.7.4.5 The Key Personal

The contractor shall appoint an Enterprise Development Co-ordinator and a competent person/s to provide internal mentorship.

C3.7.4.6 Management Meetings

The contractor shall report to the Employer's Representative on the implementation and progress of the targeted enterprise development and CPG at monthly progress site meetings.

C3.7.4.7 Forms for contract administration

The contractor shall submit to the Employer's Representative the following proformas:

- Form ED 105P Project Interim Report
- Form ED 104P Enterprise Development Declaration
- Form ED 101P Project Completion Report

C3.7.4.8 Records

The contractor shall:

- keep records of the targeted enterprise development
- keep records of the payments made to the targeted enterprises in relation to the CPG.
- ensure all the documentation required in terms of the Standard is provided with each monthly progress payment certificate and according to a prescribed format where applicable.

C3.7.4.9 Payment Certificates

The contractor shall:

- achieve the measurable CPG and providing enterprise development support to the targeted enterprise/s as per the Standard.
- submit payment certificates to the Employer Representative at intervals determined in the Contract.

C3.7.4.10 Compliance requirements

Non-compliance with the Best Practice Project Assessment Scheme

The wording of regulation 27A of the cidb regulations makes provision for the Board to enforce the cidb code of conduct in the event of clients being found to be in breach of the best practice project assessment scheme.

- Not including the requirements of the cidb standards in the conditions of tender
- Not registering the award of contract on the cidb Register of Projects (RoP)
- Not reporting practical completion on the cidb Register of Projects (RoP)

3.7.5 **CIDB BUILD PROGRAMME: Minimum Targeted Contract Skills Development Goal (CSDG)**

The Minimum Targeted Contract Skills Development CPG is *not applicable* to this project.

The contractor shall achieve or exceed in the performance of the contract the Contract Skills Development Goal (CSDG) established in the Standard for Developing Skills through Infrastructure Contracts (published in Government Gazette No 43495 of 3 July 2020, as amended in cidb Best

Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.

Failing to achieve the targeted Contract Skills Development Goal will result in A) a **thirty percent (30%)** penalty of the value of the portion not achieved, excluding VAT, and B) the issuing of completion certificates only after the completion certificate of achieving the skills development goal, counter-signed by the relevant individuals has been submitted, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

The contractor shall apportion the learners in the different construction activities based on the scope of work. The cost of accommodating learners will be determined by using Table 3 in the Standard and this cost will be used to determine the value in Rand and will be added to the provision for training as provided for in the Preliminary and General section in the Bill of Quantities/Pricing schedules/Activity schedule.

C3.7.5.1 Methodology

The contractor shall achieve the measurable contract skills development goal by providing opportunities to learners requiring structured workplace learning using one or a combination of any of the following in relation to work directly related to the contract or order:

Method 1: structured workplace learning opportunities for learners towards the attainment of a part or a full occupational qualification;

Method 2: structured workplace learning opportunities for apprentices or other artisan learners towards the attainment of a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012) subject to at least sixty percent (60%) of the artisan learners being holders of public TVET college qualifications;

Method 3: work integrated learning opportunities for University of Technology or Comprehensive University students completing their national diplomas;

Method 4: structured workplace learning opportunities for candidates towards registration in a professional category by a statutory council listed in Table 1 above.

The contract skills participation goals, expressed in Rand, shall not be less than the contract amount multiplied by a percentage (%) factor given in Table 2 in the Standard for the applicable class of construction works.

Table 2: Contracting skills development goals for different classes of engineering and construction works contracts

Class of construction works as identified in terms of Regulation 25 (3) of the Construction Industry Regulations 2004		Construction skills development goal (CSDG) (%)
Designation	Description	
CE	Civil Engineering	0.25
CE and GB	Civil engineering and General Building	0.375
EE	Electrical Engineering works (buildings)	0.25
EP	Electrical Engineering works (infrastructure)	0.25
GB	General Building	0.5
ME	Mechanical Engineering works	0.25
SB	Specialist	0.25

The contractor shall apportion the learners in the different construction activities based on the scope of work. The cost of accommodating learners will be determined by using Table 3 in the Standard and this cost will be used to determine the value in Rand and will be added to the provision for training as provided for in the Preliminary and General section in the Bill of Quantities/Pricing schedules/Activity schedule.

Table 3: Notional Cost of Training per Headcount

Source: cidb Standard for Skills Development

Type of Training Opportunity	Provision for stipends (Unemployed learners only)	Provisions for mentorship	Provisions for additional costs*	Total costs	
				Unemployed learners	Employed learners
Method 1					
Occupational qualification	R7 000	R0	R9 000	R16 000	R9 000
Method 2					
TVET College graduates	R14 000	R0	R9 000	R23 000	N/A
Apprenticeship	R14 000	R0	R12 000	R26 000	R12 000
Method 3					
P1 and P2 learners	R24 000	R20 000	R4 500	R48 500	N/A
Method 4					
Candidates with a 3 year diploma	R37 000	R20 000	R4 500	R61 500	R20 000
Candidates with 4 year qualification	R47 000	R20 000	R4 500	R71 500	R20 000

Note: the required CPG will be recalculated based on the awarded tender amount and "Contract amount" once the beneficiaries have been appointed and actual costs are known. The notional cost of providing training opportunities will increase by CPI on an annual basis based on April CPI. Should the rates increase after bid award or during construction the rates will be adjusted as a remeasurable item.

- (a) (a) The successful contractor may employ part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates ~~(delete that which is not applicable)~~ directly or through a Skills Development Agency (SDA), (A1 - List of cidb accredited SDAs).
- (b) The successful contractor must employ at least sixty percent (60%) of the learners from an FET / TVET college should the contractor select to have part/full occupational qualification learners and trade qualification learners contributing to the CSDG.
- (c) The successful contractor shall employ at least **insert applicable percentage, both in words and figures** from eligible part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates ~~(delete that which is not applicable)~~ in the employment of the employer.
- (d) The successful contractor shall ensure that no single method shall contribute more than seventy five percent (75%) of the CSDG for the contract.
- (e) The successful contractor may only place thirty three percent (33%) employed employees or that of his subcontractors contributing to the CSDG.
- (f) The contractor shall employ at least sixty percent (60%) of the learners from a Public FET / TVET college should the contractor select to have trade qualification learners (Method 2) contributing to the CSDG.
- (g) One of the objectives of the project is to train **insert applicable number, both in words and figures** Occupational qualifications, trade qualification, work integrated learners – P1 and P2 learners, professional candidates. ~~(Delete that which is not applicable)~~

C3.7.5.2 Management

- (a) The successful contractor must keep site records regarding the part/full occupational qualification learners', trade qualification learners', work integrated learners' or candidates' (delete that which is not applicable) progress, site attendance, hours worked and other relevant information as required by the Standard.
- (b) The successful contractor shall provide the required number of appropriately qualified mentors to the maximum number of part/full occupational qualification learners, trade qualification learners, work integrated learners in the proportion as specified in the Standard.
- (c) The successful contractor shall provide a supervisor to manage the training of the part/full occupational qualification learners, trade qualification learners, work integrated learners, candidates. (delete that which is not applicable)
- (d) The successful contractor shall submit to the employer's representative a baseline training plan in the specified format (Pro-forma A2) for the part/full occupational qualification learners, trade qualification learners, work integrated learners, candidates (delete that which is not applicable) within 30 days of start of the contract.
- (e) The successful contractor shall submit to the employer's representative project interim report in the specified format (Pro-forma A3) on the progress of each of part/full occupational qualification learner, trade qualification learner, work integrated learner, candidate (delete that which is not applicable) every three months.
- (f) The successful contractor shall submit to the employer's representative the names and particulars in the specified format (Pro-forma A4) of the supervisor, mentors for the part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates (delete that which is not applicable) within 30 days of start of the contract.
- (g) The successful contractor shall keep a daily record of all the part/full occupational qualification learners, trade qualification learners, work integrated learners, candidates on site and their daily activities and shall be made available to the employer's representative on request.
- (h) The successful contractor shall submit to the employer's representative the reports on the progress and status of the part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates (delete that which is not applicable) with the monthly invoice for the payment certificate.
- (i) The successful contractor shall have health and safety inductions for all part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates (delete that which is not applicable).
- (j) The successful contractor shall conduct entry and exit medical tests of all part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates (delete that which is not applicable).
- (k) The successful contractor shall provide personal protective equipment (PPE) to all part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates (delete that which is not applicable) at the start of their employment on site.
- (l) Based on the agreed skills methods the contractor may employ part/full Occupational Qualification Learners and /or Trade Qualification Learners and/or Work Integrated Learners and/or Candidates (delete that which is not applicable) directly or through a Skills Development Agency (SDA), training provider or skills development facilitator (Form A1 - List of cidb accredited SDAs). The contractor shall ensure that no more than one Method shall be applied to any individual concurrently in the calculation of the CSDG for the contract.

C3.7.6 NATIONAL YOUTH SERVICE TRAINING AND DEVELOPMENT PROGRAMME (NYS)

The National Youth Service Training and Development Programme is *not applicable* to this project.

The programme shall be implemented in terms of the Implementation of the National Youth Service Programme under the Expanded Public Works (EPWP) and shall be priced in the CPG section of the Bills of Quantities. Monthly reports are to be submitted to the Employer's Representative.

Failure by the contractors to achieve the specified number to be trained in the NYS section of the CPG section within the Bills of quantities will result in a payment reduction as per bill of quantities per person, excluding VAT unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

C3.7.7 LABOUR-INTENSIVE WORKS

Labour Intensive Works is *not applicable* to this project.

Where labour intensive work is specified in the Bill of Qualities and indicated by "LI" the contractor must price for and include in rates. Contractors are expected to use their initiative to identify additional activities that can be done labour-intensively to comply with the set minimum labour intensity target. Allowance must be made for submitting monthly reports illustrating the value of the works executed under Labour Intensive Works.

Failure by the contractor to achieve the specified value of the Labour Intensive Participation Goal as stipulated within the Bills of quantities will result in a thirty percent (30%) penalty of the value of the works not done by means of labour intensive methods, excluding VAT, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

Employer's objectives:

The employer's objectives are to deliver public infrastructure using labour-intensive methods in accordance with EPWP Guidelines.

Labour-intensive works:

Labour-intensive works shall be constructed/maintained using local workers who are temporarily employed in terms of the scope of work. A **thirty percent (30%)** penalty of the value of the works will be imposed on items where unauthorised use of plant was used to carry out work which was to be done labour-intensively.

Labour-intensive competencies of supervisory and management staff:

Contractors shall only engage supervisory and management staff in labour-intensive works that have completed the skills programme including Foremen/ Supervisors at NQF level 4 "National Certificate: Supervision of Civil Engineering Construction Processes" and Site Agent/ Manager at NQF level 5 "Manage Labour-Intensive Construction Processes" or equivalent QCTO qualifications (See Appendix C) at NQF outlined in Table 1

C3.7.7.1 GENERIC LABOUR-INTENSIVE SPECIFICATION

Contractors are referred to the Guidelines for the Implementation of Labour-intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP) for the generic labour-intensive specification applicable to the contract.

This specification establishes general requirements for activities which are to be executed by hand involving the following:

- trenches having a depth of less than 1.5 metres
- stormwater drainage
- roads
- sidewalks and non-motorised transport infrastructure
- water and sanitation

Precedence

Where this specification is in conflict with any other standard or specification referred to in the Scope of Works to this Contract, the requirements of this specification shall prevail

Hand excavateable material

Hand excavateable material is:

a) granular materials:

- i) whose consistency when profiled may in terms of table 2 be classified as very loose, loose, medium dense, or dense; or
- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;

b) cohesive materials:

- i) whose consistency when profiled may in terms of table 2 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

Note

- 1) A boulder is material with a particle size greater than 200mm, a cobble and gravel is material between 60 and 200mm.
- 2) A dynamic cone penetrometer is an instrument used to measure the in-situ shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400mm and drives a cone having a maximum diameter of 20mm (cone angle of 60° with respect to the horizontal) into the material being used.

Table 2: Consistency of materials when profiled			
GRANULAR MATERIALS		COHESIVE MATERIALS	
CONSISTENCY	DESCRIPTION	CONSISTENCY	DESCRIPTION
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40 mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of a geological pick; requires many blows for excavation.	Stiff	Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumb-nail with difficulty; slight indentation produced by blow of a geological pick point.

Trench excavation

All hand excavateable material in trenches having a depth of less than 1,5 metres shall be excavated by hand.

Compaction of backfilling to trenches (areas not subject to traffic)

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100mm. Each layer shall be compacted using hand stampers;

- a) to ninety percent (90%) Mod AASHTO;
- b) such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than ten (10%) gravel of size less than 10mm and contains no isolated boulders, or
- c) such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

Excavation

All excavateable material including topsoil classified as hand excavateable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand. Any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

Clearing and grubbing

Grass and bushes shall be cleared by hand.

Shaping

All shaping shall be undertaken by hand.

Loading

All loading shall be done by hand. Haulage equipment should be selected in a manner that allows loading by hand to the greatest extent possible.

Haul

Excavation material shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.

Offloading

All material, however transported, is to be off-loaded by hand, unless tipper-trucks are utilised for haulage.

Spreading

All material shall be spread by hand.

Compaction

Small areas may be compacted by hand provided that the specified compaction is achieved. Appropriate rollers should be used where higher (than can be achieved by hand) levels of compaction are required or for large areas.

Grassing

All grassing shall be undertaken by sprigging, sodding, or seeding by hand.

Stone pitching and rubble concrete masonry

All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must to be collected, loaded, off loaded and placed by hand.

Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.

Grout shall be mixed and placed by hand.

Manufactured Elements

Elements manufactured or supplied by the Contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320kg. Where the mass of an element exceeds 55 kg, consideration should be given to the size of the element relative to its total mass related to the number of workers who would be needed to lift such mass

C3.8 Submission of Accrual Reports

The Contractor shall submit accrual reports to the client representative at the end of March and September each year for the duration of the Service Contract period from the date of appointment up to and including project closeout. This is to ensure that PMTE complies with the accounting framework GRAP, which requires that PMTE disclose all its accruals as at the end of each reporting date.

C.3.9 Submission of Monthly Local Material Utilisation Report (Local Content)

The contractors shall be responsible for record keeping, documenting and submission of monthly local material utilization report with supporting documentation to the Employer's representative within 7 working days of the beginning of the successive month, in terms of DTI&C designated industry/sector/sub-sector schedule as per the PA36 and Annexures C attached to the tender document. The final percentage achievement to be reconciled upon completion of the project and form part of the final account.

Failure by the contractors to achieve the specified percentage of local content per designated industry/sector/sub-sector as listed will result in a thirty percent thirty percent (30%) penalty of the value not achieved, excluding VAT, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control. Allowance must be made for submitting monthly reports illustrating the value of local material utilisation report.

Examples of calculating CPGs and related penalties

CPGs values are based on the Tender Amount at the time of the award. Determining the actual values is based either on the Tender Amount including allowances and Vat or the Tender Amount at the time of award excluding allowances and VAT, where Allowances include the following:

- Provisional amounts
- CPG allowances
- Nominated and/or selected subcontractors
- Contract price adjustment (Not provided for within the B of Q by NDPWI)
- Contingency amounts (Not provided for within the B of Q by NDPWI)

CPG values in the CPG Bill of Quantities Section will be recalculated based on the “Tender Amount” or the “Contract Amount” which ever applicable and the provisional amounts adjusted accordingly. Sanctions (penalties) are applicable to all CPGs where the contractor fails to achieve the minimum specified requirements, unless the contractor can prove to the Employer’s satisfaction that the non-achievement was beyond his/her control. No penalties will be applied should the CPG value, based on the original “Tender Amount” or the “Contract Amount”, has been achieved.

1.1 Targeted Local Building Material Manufacturers CPG

When applicable, the CPG is expressed as a percentage of the “Contract Amount”, i.e. the Tender Amount at the time of award excluding allowances and VAT.

CPG calculation example:

“Tender Amount” = R150 Mil all inclusive of allowances and VAT

“Contract Amount” = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)

CPG to be achieved = 5% as specified in the Scope of Works (PG01.1)

CPG target value = R130 Mil x 5% = R 6,5 Mil (Value of material to be purchased from local manufacturers, excluding VAT)

Calculation of penalty:

Percentage penalty applicable = 10% as specified in the Scope of Works (PG01.1)

CPG target value = R6,5 Mil excluding VAT

CPG Achieved = R5,5 Mil (R1 Mil shortfall) excluding VAT

Penalty = R1 Mil x 10% = R100 000 excluding VAT

1.2 Targeted Local Building Material Suppliers CPG

When applicable, the CPG is expressed as a percentage of the “Contract Amount”, i.e. the Tender Amount at the time of award excluding allowances and VAT.

CPG calculation example:

“Tender Amount” = R150 Mil all inclusive of allowances and VAT

“Contract Amount” = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)

CPG to be achieved = 5% as specified in the Scope of Works (PG01.1)

CPG target value = R130 Mil x 5% = R 6,5 Mil (Value of material to be purchased from local suppliers, excluding VAT)

Calculation of penalty:

Percentage penalty applicable = 20% as specified in the Scope of Works (PG01.1)

CPG target value = R6,5 Mil excluding VAT

CPG Achieved = R5,5 Mil (R1 Mil shortfall) excluding VAT

Penalty = R1 Mil x 20% = R200 000 excluding VAT

1.3 Targeted Local Labour Skills Development CPG

When applicable, the CPG is expressed as a percentage of the total number working days required to complete the Works.

CPG calculation example:

“Tender Amount” = R150 Mil all inclusive of allowances and VAT
 “Contract amount” = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)
 Number of working days required to complete the Works based on the construction period = 600 days
 CPG percentage participation to be achieved = 30% as specified in the Scope of Works (PG01.1)
 Required number of working days training to be provided = 180 days (600 x 30%)

Calculation of penalty:

Payment reduction = R 5 000 per day for not providing training as specified in the Scope of Works (PG01.1)
 CPG = 600 working days x 30% = 180 working days training to be provided
 CPG Achieved = 160 days (20 days shortfall where no training was provided)
 Penalty = 20 days x R5 000 payment reduction per day= R100 000 excluding VAT

1.4 Cidb BUILD Programme: Enterprise Development

When applicable, the Enterprise Development CPG expressed as a percentage of the “Contract amount” = Tender amount at the time of award excluding allowances and VAT. Failure to achieve the minimum Targeted Local Labour Skills Development CPG will result in a payment reduction of an amount specified in the Scope of Works (PG01.1) per working day where training was not provided.

The monetary value of training to be provided is stipulated in the CPG BoQ section. The number of beneficiaries to be trained is dependent on the “Contract Amount” as well the number of beneficiaries appointed which will generally resort under the Grade 1 and 2 cidb categories. The provisional amount will therefore be adjusted in terms of the “contract Amount”, the number of beneficiaries to be trained and the actual cost for providing the training.

Part 1: Calculation of 5% CPG example:

“Tender Amount” = R150 Mil all inclusive of allowances and VAT
 “Contract Amount” = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)
 CPG percentage participation to be achieved = 5% as specified in the Scope of Works (PG01.1)
 CPG value = R6,5 Mil (Value of work to be subcontracted to emerging enterprises)

Calculation of penalty

Percentage penalty applicable = 30% as specified in the Scope of Works (PG01.1)
 CPG Minimum 5% = R6,5 Mil
 Achieved = R5,5 Mil (Only subcontracted work to the value of R5,5 Mil, i.e. R1 Mil shortfall)
 Penalty = R1 Mil x 30% = R300 000 Excl. VAT

Part 2: Calculations in terms of training to be done:

The number of enterprises to be developed is subject to the contract amount and the apportionment of the work as per Example 1 below.
 Number of enterprises to be trained = 6 x 1 GB subcontractors
 Total cost for training = R 1 660 000

Calculation of penalty

Total number of enterprises to be trained = 6
 Total number trained = 4 (2 Shortfall)
 Training cost per beneficiary = R1 660 000 / 6 = R 276 666,67 per beneficiary
 Penalty = R 276 666,67 x 2 x 30% = R166 000 Excl. VAT

B of Q Item	Description	Unit	Rate	Quantity	Amount (R)
5	Enterprise Development				
5.1	Enterprise Development of Targeted Enterprise or JV partners				
5.1.1	Appointment of training co-ordinator	Per Quarter	45 000	8	360 000
5.1.2	Appointment of Mentor /Training Service provider	Per Quarter	135 000	8	1 080 000
5.1.3	Needs Analysis and Enterprise Development Plan per Targeted Enterprise	No.	5 000	6	30 000
5.1.4	Monitoring and Interim reporting per targeted enterprise	Per Quarter	20 000	8	160 000
5.1.5	Project Completion report per Targeted Enterprise	No.	5 000	6	30 000

B of Q Item	Description	Unit	Rate	Quantity	Amount (R)
	Provisional Sum to be carried over to CPG bill of quantities				1 660 000
	"Contract amount" Tender amount excl. allowances and VAT,	130 000 000			
	CPG Monetary value (5%) to be subcontracted to beneficiaries for training	6 500 000			
	No of enterprises based on the CPG value	6	Grade 1 / 2 GB/CE,ETC.		
	Contract period (months)	24			
	Note: Rates to be determined by PQS and adjusted to accepted quotation amounts				

1.5 Cidb BUILD Programme: Skills Development (Principal contractor including subcontractors and consultants)

When applicable, the contract skills development participation goals, expressed in Rand, shall be no less than the "contract amount" multiplied by a percentage (%) factor for the applicable class of construction works.

The monetary value of training to be provided is stipulated in the CPG BoQ section. The number of beneficiaries to be trained is dependent on the "Contract Amount" as well the number of beneficiaries appointed which will generally resort under the Grade 1 and 2 cidb categories. The provisional amount will therefore be adjusted in terms of the "Contract Amount", the number of beneficiaries to be trained from which *Method* and the actual cost for providing the training.

CPG Calculation

Table 2: Contracting skills development goals for different classes of engineering and construction works contracts

Source: cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 43495 of 3 July 2020 (Page 7)

Class of construction works as identified in terms of Regulation 25 (3) of the Construction Industry Regulations 2004		Construction skills development goal (CSDG) (%)
Designation	Description	
CE	Civil Engineering	0.25
CE and GB	Civil engineering and General Building	0.375
EE	Electrical Engineering works (buildings)	0.25
EP	Electrical Engineering works (infrastructure)	0.25
GB	General Building	0.5
ME	Mechanical Engineering works	0.25
SB	Specialist	0.25

"Contract amount" = Tender amount at the time of award excluding allowances and expenses, and VAT

Contractor CPG:

CPG calculation

"Contract amount" x factor from Table 3 above.

CPG calculation example:

"Tender Amount" = R150 Mil for GB, all inclusive of allowances and VAT

"Contract Amount" = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)

Factor for GB = 0,5% (as per Table 2 above)

CPG in R value = R130 Mil x 0,5% = R650 000 i.e. total notional cost of training to amount to R650 000

Calculation of penalty:

Percentage penalty applicable = 30% as specified in the Scope of Works (PG01.1)

CPG value = R650 000

Achieved = R550 000 = R100 000 Shortfall

Penalty = R100 000 x 30% = R30 000 Excl. VAT

Calculations based on "Contract Amount" after bid award and appointment of beneficiaries

Actual CPG training requirement value after award upon selecting method/s of training and appointment of beneficiaries = R676 000 (Table 4 below) and the provisional amount allowed for to be adjusted accordingly.

The new monetary value of training required will then form the basis for determining penalties applicable. No penalties will be applied should the CPG value, based on the “Contract Amount” be achieved.

Table 4: Notional cost recalculation upon appointment of beneficiaries.

Source: cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 43495 of 3 July 2020 (Page 10)

Skills Types	Number of learners	Notional Cost / Learner / Quarter	Notional cost / learner / year	Total Notional Cost over 12 months Contract
Method 2: Workplace learning opportunities, with unemployed TVET graduates	2	R23 000	R92 000	R184 000
Method 3: Candidacy for an unemployed learner with a 3-year qualification	2	R61 500	R246 000	R492 000
Total	4			R676 000

Note: the required CPG will be recalculated based on the awarded Tender amount and “Contract Amount” once the beneficiaries have been appointed and actual costs are known

Note: The notional cost of providing training opportunities will increase by CPI on an annual basis based on April CPI as published by Stats SA. The rates will be adjusted as an adjustment to the provisional amounts should the rates increase after bid award or during the construction period

1.6 National Youth Service Programme (NYS) CPG

When applicable, a separate NYS Bill of Quantities will be included in the tender documentation will indicate the number of beneficiaries to be trained.

Calculation of penalty:

Payment reduction per person not trained as stipulated in the NYS Bill of Quantities = R 2 500 per person.

Total number of NYS Beneficiaries as stipulated in the NYS Bill of Quantities = 25

Total Number of NYS beneficiaries trained = 20 (shortfall of 5 beneficiaries)

Penalty = 5 x R2 500 = R12 500 Excl. VAT

1.7 Labour Intensive Works CPG

When applicable, the work to be done by way of Labour intensive methods are specified in the Bills of Quantities with a “LI”.

CPG calculation example:

“Tender Amount” = R150 Mil all inclusive of allowances and VAT

“Contract Amount” = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)

CPG value = R10 Mil (Total value of labour-intensive works specified in the Bills of Quantities)

Calculation of penalty:

CPG value = R10 Mil

Percentage penalty applicable = 30% as specified in the PG01.1 Scope of Work

CPG Achieved = 9 Mil (R1 Mil shortfall)

Penalty = R1 Mil x 30% = R300 000 Excl. VAT

PG-02.1 (EC) PRICING ASSUMPTIONS – GCC 3rd Edition (2015)

Project title:	<i>Warrenton, Hartswater & Pampierstad DOJ: Installation of Generators at various magistrate courts: Cluster 3</i>		
Tender / Quotation no:		Reference no:	19/2/4/2/2/2354/26

C2.1 Pricing Assumptions

C2.1.1 GENERAL

The Bill of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents, which include the Conditions of Tender, Conditions of Contract, the Specifications (including the Project Specification) and the Drawings.

C2.1.2 DESCRIPTION OF ITEMS IN THE SCHEDULE

The Bill of Quantities has been drawn up generally in accordance with Civil Engineering Quantities 1990 issued by the SA Institution of Civil Engineers.

The short descriptions of the items in the Bill of Quantities are for identification purposes only and the measurement and payment clause of the Standardized Specifications and the Particular Specifications, read together with the relevant clauses of the Project Specification and directives on the drawings, set out what ancillary or associated work and activities are included in the rates for the operations specified.

C2.1.3 QUANTITIES REFLECTED IN THE SCHEDULE

The quantities given in the Bill of Quantities are estimates only, and subject to remeasuring during the execution of the work. The Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements for it.

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Bill of Quantities and in accordance with the General and Special Conditions of Contract, the Specifications and Project Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.

The validity of the contract will in no way be affected by differences between the quantities in the Bill of Quantities and the quantities finally certified for payment.

C2.1.4 PROVISIONAL SUMS

Where Provisional sums or Prime Cost sums are provided for items in the Bill of Quantities, payment for the work done under such items will be made in accordance with Clause 45 of the General Conditions of Contract 2004. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted in the "Amount" column of the Bill of Quantities and in the Summary of the Bill of Quantities unless ordered or authorized in writing by the Employer before closure of tenders. Unauthorized changes made by the Tenderer to provisional items in the Bill of Quantities, or to the provisional percentages and sums in the Summary of the Bill of Quantities will lead to the disqualification of the Tenderer.

C2.1.5 PRICING OF THE BILL OF QUANTITIES

The **bills of quantities / lump sum document** forms part of and must be read and priced in conjunction with all the other documents forming part of the **contract documents**, the Standard Conditions of Tender, Conditions of Contract, Specifications, Drawings and all other relevant documentation.

The prices and rates to be inserted by the Tenderer in the Bill of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include

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".

full compensation for all cost and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based.

Each item shall be priced and extended to the "Total" column by the Tenderer, with the exception of the items for which only rates are required, or items which already have Prime Cost or Provisional Sums affixed thereto. If the Contractor omits to price any items in the Bill of Quantities, then these items will be considered to have a nil rate or price.

The Tenderer is required to check the Bills of Quantities and the numbers of the pages and should any be found to be missing or in duplicate, or should any of the typing be indistinct, or any doubt of obscurity arise as to the meaning of any description or particulars of any item, or if this Tender Enquiry contains any obvious errors, then the Tenderer must immediately inform the Principal Agent and have them rectified or explained in writing as the case may be. No liability whatsoever will be admitted by reason of the Contractor having failed to comply with the foregoing instruction.

No alterations, erasures, omissions or additions is to be made in the text and/or conditions of these Bills of Quantities. Should any such alterations, amendments, note/s or addition be made, the same will not be recognized, but reading of these Bills of Quantities as originally prepared by the Quantity Surveyor will be adhered to.

The contractor is cautioned that the use of any quantities appearing in these Bills of Quantities for the purpose of ordering material, it is done at own risk and no liability whatsoever will be admitted by the Employer or Quantity Surveyor for the correctness of such Quantities. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.

The prices and rates to be inserted by the Tenderer in the Bills of Quantities shall be the full inclusive prices to be paid by the Employer for the work described. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Market related prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out. The Employer reserves the right to balance the Bill rates where deemed necessary within the Tendered Amount.

A price or rate is to be entered against each item in the Bills of Quantities, whether the quantities are stated or not. An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.

Should the full intent and meaning of any description not be clear, the bidder shall, before submission of his tender, call for a written directive from the principal agent, failing which it shall be assumed that the contractor has allowed in his pricing for materials and workmanship in terms of National Best Practice.

All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

The Tenderer shall fill in rates for all items where the words "rate only" appear in the "Total" column. "Rate Only" items have been included where:

- (a) variations of specified components in the make-up of a pay item may be expected; and
- (b) no work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

For "Rate Only" items no quantities are given in the "Quantity" column but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall however note that in terms of

the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the "PW 371" and the principles contained in the latest version of the SANS 1200 in South Africa. It is the intention that the abbreviated descriptions be fully described when read with the applicable measuring system and the relevant preambles and/or specifications. However, should the full intent and meaning of any description not be clear, the bidder shall, before submission of his tender, call for a written directive from the principal agent, failing which it shall be assumed that the contractor has allowed in his pricing for materials and workmanship in terms of National Best Practice.

The price quoted against each item of this Bills of Quantities shall cover the full inclusive cost of the complete work to which it refers, as described in the Conditions of Contract and Specifications and as shown on the Drawings and shall allow for labour, material, transporting, loading, storage, supervision, commissioning, wastage, as well as the builders profit and attendance.

The Tenderer must ensure that he fully completes all columns of the Bill of Quantities including the Final Summary. The fully priced bill of quantities must be submitted with the tender or The Final Summary and the Section Summary pages **MUST** be returned with the tender document as indicated the PA-03 Notice and Invitation to Tender / PA-04 Notice and Invitation for quotation.

The tenderers are to ensure that they have read and understood the project specifications included in C3: Scope of Work. All the information provided in the Scope of Works form part of the work and must be included in the rates.

"The Contractor shall be deemed to have inspected and examined the Site and its surroundings and information available in connection therewith and to have satisfied himself before submitting his tender (as far as is practicable) as to:

- (a) the form and nature of the Site and its surroundings, including subsurface conditions,
- (b) the hydrological and climatic conditions,
- (c) the extent and nature of work and materials necessary for the execution and completion of the Works,
- (d) the means of access to the Site and the accommodation he may require

and, in general, shall be deemed to have obtained all information (as far as is practicable) as to risks, contingencies and all other circumstances which may influence or affect his Tender"

C2.1.6 VALUE ADDED TAX

The **contract sum** must include for Value Added Tax (VAT). All rates, provisional sums, etc. in the **bills of quantities / lump sum document** shall be in Rands and cents and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Bill of Quantities. The rates must however be net (exclusive of VAT) with VAT calculated and added to the total value thereof in the Final Summary. All rates and amounts quoted in the Bill of Quantities

C2.1.7 CORRECTION OF ENTRIES

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialled by the Tenderer.

C2.1.8 ARITHMETICAL ERRORS

Arithmetical errors found in the Bill of Quantities as a result of faulty multiplication of addition, will be corrected by the Engineer at the tender evaluation stage, as set out in the Tender Data.

C2.1.9 CONTRACT DOCUMENTS

The Tenderers are advised to examine the bills of quantities, drawings and specifications including all other contract documents and make themselves thoroughly acquainted with the nature and requirements of the work, as no claim for extra payment in this regard will be entertained. Should any parts of the drawings not be clearly intelligible to the Tender, he must, before submitting his tender, obtain clarification from the Principal Agent.

C2.1.10 UNITS OF MEASUREMENT

The units of measurement described in the Bill of Quantities are metric units for which the standard international abbreviations are used. Non-standard abbreviations which may appear in the Bill of Quantities are as follows:

No.	=	Number
%	=	Percent
Sum	=	Lump sum
PCsum	=	Prime cost sum
Prov sum	=	Provisional sum
m ³ .km	=	Cubic metre - kilometre
Km-pas	=	kilometre - pass
m ² .pass	=	square metre – pass

C2.1.11 TRADE NAMES

Tenderers attention is drawn to the fact that wherever trade names or references to any catalogue have been made in these Bills of Quantities, it is purely to establish a standard for the required material. If use is made of any other equally approved material in lieu of the prescribed trade name or catalogue, the necessary price adjustments will be made.

C2.1.12 CONTRACT DOCUMENTS

The Tenderers are advised to examine the bills of quantities, drawings and specifications including all other contract documents and make themselves thoroughly acquainted with the nature and requirements of the work, as no claim for extra payment in this regard will be entertained. Should any parts of the drawings not be clearly intelligible to the Tender, he must, before submitting his tender, obtain clarification from the Principal Agent.

C2.1.13 PAYMENTS

Interim valuations and payments will be prepared on a monthly basis, all in terms of the conditions of contract.

The contractor is to note that no payment will be made for materials stored off site and in the case of materials being stored on site, payment will only be made for such materials on condition that they have not been delivered to the site prematurely, a tax invoice and proof of payment (ownership) is submitted by the Contractor.

C2.1.14 ACCOMMODATION ON SITE

It is imperative to note that no living quarters for construction workers on site will not be permitted for the full duration of the contract unless otherwise stated in the contract data or permission be granted by the Employer.

C2.1.15 LOCAL MATERIAL UTILISATION REPORT (LOCAL CONTENT)

Bidders to note that materials procured for the works should be from South African manufactures and suppliers. Imported materials shall only be considered under exceptional circumstances, based on compelling technical justifications, and subject to the approval by the NDPWI.

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".

The contractor shall achieve in the performance of this contract the prescribed local content deliverables as listed in PA36 and annexures C thereto in the respective designated sectors as published by Department Trade Industry and Competition (DTIC). The Service Provider shall submit an accumulative monthly report to the Employer's representative indicating the percentage targets achieved which must be reconciled upon completion of the project and to form part of the final account.

The contractor shall be responsible for record keeping, documenting and submission of monthly local material utilization report with supporting documentation to the Employer's representative within 7 working days of the beginning of the successive month, in terms of DTI&C designated industry/sector/sub-sector schedule as per the PA36 and Annexures C attached to the tender document. The final percentage achievement to be reconciled upon completion of the project and form part of the final account. Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.
the final account.

C2.1.16 CONTRACT PARTICIPATION GOALS

The contractor shall achieve in the performance of this contract the following Contract Participation Goals (CPGs) as indicated below:

Provision for pricing of compliance with the achieving the CPGs is made in the Contract Participation Goal Section of the Bills of Quantities and it is explicitly pointed out that all requirements in respect of the aforementioned are deemed to be priced thereunder and no additional claims in this regard shall be entertained

Monthly progressive reports to be submitted to the Employer's representative indicating the percentage targets achieved which must be reconciled upon completion of the project and to form part of the final account.

C2.1.16.1 MINIMUM TARGETED LOCAL BUILDING MATERIAL MANUFACTURERS CONTRACT PARTICIPATION GOAL

Minimum Percentage Participation Goal Applicable Yes No

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Building Material Manufacturers CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.5.2. The contractor shall price his Profit and Attendance, all inclusive of associated costs to the contractor for implementation. Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

C2.1.16.2 MINIMUM TARGETED LOCAL BUILDING MATERIAL SUPPLIERS CONTRACT PARTICIPATION GOAL

Minimum Percentage Participation Goal Applicable Yes No

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Building Material Suppliers CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.5.3. The contractor shall price his Profit and Attendance, all inclusive of associated costs to the contractor for implementation. Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

C2.1.16.3 MINIMUM TARGETED LOCAL LABOUR CONTRACT PARTICIPATION GOAL

Minimum Percentage Participation Goal Applicable Yes No

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Labour CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.5.4. The contractor shall price his Profit and Attendance, all inclusive of associated costs to the contractor for implementation. Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

C2.1.16.4 MINIMUM TARGETED ENTERPRISE DEVELOPMENT: CONTRACT PARTICIPATION GOALS (CPG)

Minimum Percentage Participation Goal Applicable Yes No

A provisional amount has been allowed for within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Enterprise Development CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.5.5. The provisional amount allowed is for the appointment of training coordinator, mentor, training service providers and training of the beneficiary enterprises.

The contractor shall price his Profit and Attendance, all inclusive of associated costs to the contractor for implementation. Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

The contractor shall complete a separate bill of quantities upon the award of the project and identification of the respective beneficiaries and the appointment of the training coordinator, mentor, training service providers of which the cost will be offset against the provisional amount allowed in the Bills of Quantities.

C2.1.16.5 MINIMUM TARGETED TARGETED CONTRACT SKILLS DEVELOPMENT GOALS (CSDG)

Minimum Percentage Participation Goal Applicable Yes No

A provisional amount has been allowed for within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Skills Development CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.5.6. The provisional amount allowed is for:

- stipends payable to the beneficiaries
- appointment of training coordinator
- appointment of mentor (where applicable)
- appointment of training service providers
- other additional costs as per table 3 of the Standard

The contractor shall price his Profit and Attendance (all inclusive of associated costs to the contractor for implementation and reporting), based on the provisional amount in the Contract Participation Goal section in the Bill of Quantities. The contractor shall complete a separate bill of quantities upon the award of the project and identification of the respective beneficiaries. The CPG value to be achieved

will be based on the actual contract amount which will be offset against the provisional amount allowed for within the Contract Participation Goal section in the Bill of Quantities.

Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

Payment

The contractor shall upon the appointment of beneficiaries, provide a breakdown of all the associated costs. The contractor shall provide a payment schedule as to how the CPG costs will be claimed against for inclusion in the monthly payment certificates.

(a) Payment to the contractor to accommodate Part/Full Occupational qualification and Trade qualifications:

Should the contractor select Part/Full Occupational qualification and Trade qualifications learners, then the employer shall make provision for payment to the contractor as indicated in Table 3 of the Standard.

The contract skills participation goal, expressed in Rand, shall not be less than the contract amount multiplied by a percentage (%) factor given in Table 2 in the Standard for the applicable class of construction works. Should the contractor select Part/Full Occupational qualification and Trade qualifications learners, then the employer shall make provision for payment to the contractor as indicated in Table 3 of the Standard.

No provision for an additional payment item for the payment of the supervisor and/or mentors for the provision of training as provided for in the Contract Participation Goal section in the Bill of Quantities for the training of part/full time occupational learners and/or trade qualification learners. The associated cost is deemed to be included in general supervision on site.

The contractor shall complete a separate bill of quantities upon award, indicating the type and number of beneficiaries as well as the associated Notional Cost of Training to be provided, on which payment will be based.

(b) Payment to the contractor to accommodate Work Integrated Learners and Candidates for professional registration:

Should the contractor select Work Integrated Learners and/or Candidates for professional registration, then the employer shall make provision for payment to the contractor as indicated in Table 3 of the Standard.

Provisional amounts have been included in the Contract Participation Goal section in the Bill of Quantities for the training of Work Integrated Learners and Candidates for professional registration. The contractor shall price his Profit and Attendance (all inclusive of associated costs to the contractor for implementation and reporting), based on the provisional amount in the Contract Participation Goal section in the Bill of Quantities.

The contractor shall complete a separate bill of quantities upon award, indicating the type and number of beneficiaries as well as the associated Notional Cost of Training to be provided, on which payment will be based.

The CPG value to be achieved will be based on the contract amount as defined by the Standard, which will be offset against the provisional amount allowed for within the Contract Participation Goal section in the Bill of Quantities.

The contractor shall apportion the cost of accommodating work integrated learners (P1 and P2 learners) and candidates for professional registration by using Table 3 in the Standard and this

cost will be used to determine the Rand value and will be used in determining the contract participation goal in the Bills of Quantities.

Table 3: Notional Cost of Training; Headcount

Type of Training Opportunity	Provision for stipends (Unemployed learners only)	Provisions for mentorship	Provisions for additional costs*	Total costs	
				Unemployed learners	Employed learners
Method 1					
Occupational qualification	R7 000	R0	R9 000	R16 000	R9 000
Method 2					
TVET College graduates	R14 000	R0	R9 000	R23 000	N/A
Apprenticeship	R14 000	R0	R12 000	R26 000	R12 000
Method 3					
P1 and P2 learners	R24 000	R20 000	R4 500	R48 500	N/A
Method 4					
Candidates with a 3 year diploma	R37 000	R20 000	R4 500	R61 500	R20 000
Candidates with 4 year qualification	R47 000	R20 000	R4 500	R71 500	R20 000

Note: The notional cost of providing training opportunities will increase by CPI on an annual basis based on April CPI. Should the rates increase after bid award or during construction the rates will be adjusted as a re-measurable item.

Example: Training Target Calculation for a R65,7m GB contract

Contract amount	R65 700 000
Contract duration	12 Months
CSDG	0,50%
Minimum CSDG target	0,50% x R65 700 000 = R328 500 (Minimum requirement)

Skills Types	Number of learners	Notional Cost / Learner / Quarter	Notional cost/learner/year	Total Notional Cost over 12 months Contract
Method 2: Workplace learning opportunities, with unemployed TVET graduates	1	R23 000	R92 000	R92 000
Method 3: Candidacy for an unemployed learner with a 3-year qualification	1	R61 500	R246 000	R246 000
Total	2			R338 000

C2.1.16.6 NATIONAL YOUTH SERVICE TRAINING AND DEVELOPMENT PROGRAMME

National Youth Service Training and Development Programme Applicable Yes No

The programme shall be implemented in terms of the Implementation of the National Youth Service Programme under the Expanded Public Works (EPWP) and shall be priced in the CPG section of the Bills of Quantities.

Provision has been made within the Contract Participation Goal section in the Bill of Quantities for the National Youth Service Training and Development Programme CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.5.7. The contractor to price all elements of this section and allowance must be made for submitting monthly reports in the prescribed manner as per examples of reports bound in the specification document.

C2.1.16.7 LABOUR-INTENSIVE WORKS

Labour Intensive Works Applicable Yes No

Where labour intensive work is specified in the Bill of Qualities and indicated by “LI” the contractor must price for and include in rates. Contractors are expected to use their initiative to identify additional activities that can be done labour-intensively to comply with the set minimum labour intensity target. Allowance must be made for submitting monthly reports illustrating the value of the works executed under Labour Intensive Works.

C2.2 Submission of Accrual Reports

The Contractor shall submit accrual reports to the client representative at the end of March and September each year for the duration of the Service Contract period from the date of appointment up to and including project closeout. This is to ensure that PMTE complies with the accounting framework GRAP, which requires that PMTE disclose all its accruals as at the end of each reporting date. Allowance must be made for submitting reports to the Employer’s Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

C2.3. Submission of Monthly Local Material Utilisation Report (Local Content)

The contractors shall be responsible for record keeping, documenting and submission of monthly local material utilization report with supporting documentation to the Employer’s representative within 7 working days of the beginning of the successive month, in terms of DTI&C designated industry/sector/sub-sector schedule as per the PA36 and Annexures C attached to the tender document. The final percentage achievement to be reconciled upon completion of the project and form part of the final account. Allowance must be made for submitting monthly reports illustrating the value of local material utilisation report.



DECLARATION – EPWP PROGRAMME

I _____ from the Company

Hereby Undertake To Comply To:

1. LABOUR INTENSIVE CONSTRUCTION METHODS (LIC)

1.1 Comply To Implementation Of LIC BOQ Items Specified Elsewhere In The Tender Documents

2. RECRUITMENT AND PLACEMENT OF EPWP NYS PARTICIPANTS

2.1 Recruitment, Placement And Exposure Training Of NYS Participants. **N/A**

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

3. RECRUITMENT AND PLACEMENT OF LOCAL LABOURERS

3.1 Recruitment And Placement Of Three **(3)** Local Labourers

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

4. COMPLY TO EPWP MONTHLY REPORTING REQUIREMENTS

Monthly, Prepare And Submit Below EPWP Reports Attached To Monthly Payments Certificate :

- 4.1 All Employees and EPWP Participants Contracts
- 4.2 All Employees And EPWP Participants Certified SA ID Copies
- 4.3 All Employees And EPWP Participants Attendance Registers
- 4.4 All Employees and EPWP Participants Proof Of Payment
- 4.5 EPWP Reports Populated On Standard Templates

5. PENALTY FOR NON COMPLIANCE

Acknowledge Non Compliance Penalty Of R 3000- 00 (Three Thousands Rand) Per Month Per Participants

Signed by : _____
Director of the Company

Company name : _____

Date : _____



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

OCCUPATIONAL HEALTH AND SAFETY
FOR
CONSTRUCTION PROJECT:

***SUPPLY AND INSTALL GENERATORS AT
WARRENTON, HARTSWATER & PAMPIERSTAD
MAGISTRATE COURTS
CLUSTER 3***

AT

VARIOUS CENTERS: NORTHERN CAPE MAGISTRATE OFFICE

MANAGED ON BEHALF OF

**THE DEPARTMENT OF
PUBLIC WORKS**

PRINCIPAL CONTRACTOR RECEIPT

Received by:

Name:

Signature:

Date:

Capacity:

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1. PREAMBLE

In terms of Construction Regulation 4(1)(a) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and 5(1) construction regulation of 2014, the Department of Public Works, as the Client and/or its Agent on its behalf, shall be responsible to prepare Health & Safety Specifications for any intended construction project and provide any Principal Contractor who is making a bid or appointed to perform construction work for the Client and/or its Agent on its behalf with the same.

The Client's further duties are as described in The Act and the Regulations made there-under. The Principal Contractor shall be responsible for the Health & Safety Policy for the site in terms of Section 7 of the Act and in line with Construction Regulation 5 as well as the Health and Safety Plan for the project.

2. SCOPE OF HEALTH AND SAFETY SPECIFICATION DOCUMENT

These Specifications should be read in conjunction with the Act, the Construction Regulations and all other Regulations and Safety Standards which were or will be promulgated under the Act or incorporated into the Act and be in force or come into force during the effective duration of the project.

The stipulations in this specification, as well as those contained in all other documentation pertaining to the project, including contract documentation and technical specifications shall not be interpreted, in any way whatsoever, to countermand or nullify any stipulation of the Act, Regulations and Safety Standards which are promulgated under, or incorporated into the Act.

2.1 APPLICATIONS AND INTERPRETATION

This document is to be read and understood in conjunction with the following, inter- alia:

- *Occupational Health and Safety Act 85 of 1993 (OHS Act).*
- *All regulations published in terms of the OHS Act.*
- *Construction Regulations, 2014*
- *SABS codes referred to by the OHS Act.*
- *Contract Documents*
- *Basic Conditions of Employment Act (Act 75 of 1997)*
- *National Environmental Management Act 107 of 1998 and all Regulations*
- *Compensation for Occupational Injuries and Diseases (COID) Act No. 130 of 1993*

ABBREVIATIONS

- OHS : Occupational Health and Safety
- CEO : Chief Executive Officer
- CR : Construction Regulations
- HCS : Hazardous Chemical Substances
- MSDS : Material Safety Data Sheet
- AIA : Approved Inspection Authority
- HBA : Hazardous Biological Agents
- OEL : Occupational Exposure Limit

- CSIR : Council for Scientific and Industrial Research
- H&SS : Health and Safety Specification
- HS&EP : Health, Safety and Environmental Plan
- HS&EF : Health, Safety and Environmental File
- CHSO : Construction Health and Safety Officer

3. PURPOSE

The Department is obligated to implement measures to ensure the health and safety of all people and properties affected under its custodianship or contractual commitments, and is further obligated to monitor that these measures are structured and applied according to the requirements of these Health and Safety Specifications.

The purpose of this specification document is to provide the relevant Principal Contractor (and his /her contractor) with any information other than the standard conditions pertaining to construction sites which might affect the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; and to protect persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work during the carrying out of construction work for the Department of Public Works and Infrastructure. The Principal Contractor (and his /her contractor) is to be briefed on the significant health and safety aspects of the project and to be provided with information and requirements

4. DEFINITIONS

The following definitions from the Occupational Health and Safety Act are listed as follows:

“Chief Executive Officer”

In relation to a body corporate or an enterprise conducted by the State, means the person who is responsible for the overall management and control of the business of such body corporate or enterprise.

“Danger”

Means anything that may cause injury or damage to persons or property.

“Employee”

Means, subject to the provisions of Subsection (2), any person who is employed by or works for any employer and who receives or is entitled to receive any remuneration or who works under the direction or supervision of an employer or any other person.

“Employer”

Means, subject to the provisions of Subsection (2), any person who employs or provides work for any person or remunerates that person or expressly or tacitly undertakes to remunerate him, but excludes a labour broker as defined in Section 1(1) of the Labour Relations Act, 1953 (Act No. 28 of 1956).

“Healthy”

Means free from illness or injury attributable to occupational causes.

“Machinery”

Means any article or combination of articles assembled, arranged or connected and which is used or intended to be used for converting any form of energy to performing work, or which is used or intended to be used, whether incidental thereto or not, for developing, receiving, storing, containing, confining, transforming, transmitting, transferring or controlling any form of energy.

“Medical Surveillance”

Means a planned programme of periodic examination (which may include clinical examinations, biological monitoring or medical tests) of employees by an occupational health practitioner or, in prescribed cases, by an occupational medicine practitioner. Plant Includes fixtures, fittings, implements, equipment, tools and appliances, and anything which is used for any purpose in connection with such plant. Properly Used Means used with reasonable care, and with due regard to any information, instruction or advice supplied by the designer, manufacturer, importer, seller or supplier.

User

In relation to plant or machinery, means the person who uses plant or machinery for his own benefit or who has the right of control over the use of plant or machinery, but does not include a lessor of, or any person employed in connection with, the plant or machinery.

Reasonably Practicable

Means practicable having regards to: a) the severity and scope of the hazard or risk concerned, b) The state of knowledge reasonably available concerning that hazard or risk and of any means to remove or mitigate that hazard or risk. c) the availability and suitability of means to remove or mitigate that hazard or risk; and d) The cost of removing or mitigating that hazard or risk in relation to the benefits deriving there from.

“Risk”

Means the probability that injury or damage will occur.

“Safe”

Means free from any hazard.

“Standard”

Means any provision occurring: a) in a specification, compulsory specification, code of practice or standard method as defined in Section 1 of the Standards Act, 1993 (Act No. 29 of 1993); OR b) in any specification, code or any other directive having standardization as its aim and issued by an institution or organization inside or outside the Republic which, whether generally or with respect to any particular article or matter and whether internationally or in any particular country or territory, seeks to promote standardisation.

The following definitions from the Construction Regulations are listed as follows:

“Agent” – means any person who acts as a representative for a Client;

“Client” – means any person for whom construction work is performed;

“Construction Work” is defined as any work in connection with –

- (a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
- (b) the installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling;

- (c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
- (d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;

“Health and Safety File” – means a file, or other record in permanent form, containing the information required a contemplated in the regulations;

“Health and Safety Plan” – means a site, activity or project specific documented plan in accordance with the client’s health and safety specification;

“Health and Safety Specification” – means a site, activity or project specific document prepared by the client pertaining to all health and safety requirements related to construction work;

“Electrical installation” means any electrical installation as defined in regulation 1 of the Electrical Installation Regulations, published under Government Notice R.2270 of 11 October 1985;

“Method Statement” – means a document detailing the key activities to be performed in order to reduce as reasonably as practicable the hazards identified in any risk assessment;

“Principal Contractor” – means an employer, as defined in section 1 of the Act who performs construction work and is appointed by the Client to be in overall control and management of a part of or the whole of a construction site;

“Risk Assessment” – means a program to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard.

“Competent person” – means any person having the knowledge, training, experience and qualifications specific to the work or task being performed: Provided that where appropriate qualifications and training are registered in terms of the provisions of the South African Qualifications Authority Act, 1995 (Act No. 58 of 1995), these qualifications and training shall be deemed to be the required qualifications and training.

5. OCCUPATIONAL HEALTH & SAFETY MANAGEMENT

5.1. Overall Supervision and Responsibility for OH&S

The Client and/or its Agent shall ensure that the Principal Contractor implements and maintains the agreed and approved H&S Plan. Failure on the part of the Client or Agent to comply with this requirement will not relieve the Principal Contractor from any one or more of his/her duties under the Act and Regulations.

5.2. Further (Specific) Supervision Responsibilities for OH&S

Several appointments or designations of responsible and /or competent people in specific areas of construction work are required by the Act and Regulations. The following competent appointments, where applicable, in terms of the Construction Regulations and other Regulations shall be made to ensure compliance to the Act, Regulations and SANS Standards.

LEGAL DOCUMENTATION/APPOINTMENTS

The following documents must be provided in the Health and Safety Plan (H&SP):

- Health and Safety Policy signed by CEO or statement of commitment to SHE
- Letter of good standing with the Compensation Commissioner, Federated Employers or similar insurer.
- HSE Organogram (or table), outlining the HSE Team, as well as the appointment(s) they have under the Act and Regulations (reference to specific section/regulation applicable to appointment)
- The competency of each member of the HSE Team must be provided and should include knowledge, training, experience & qualifications specific to the appointment.

Signed copies of the following legal appointments must be provided in the Health, Safety and Environmental Plan:

APPOINTMENT	OHS-ACT / REGULATION REFERENCE
Section 16.2 appointment	Section 16.2
HSE Representative (if necessary)	Section 17(1)
Incident Investigator	GAR 9(2)
First Aiders	GSR 3(4)
Fire Fighters	ER 9 & CR 29
Risk Assessor	HCS Reg (Incl. Asbestos & Lead); CR 9

The following information must be provided in the H&SP:

- Indicate the estimated number of employees to be working on site.
- Indicate the expected number of sub-contractors to be appointed by the Principal Contractor.

The following competent persons, where applicable, shall be appointed in writing by the Principal Contractor, prior to any work being carried out, and shall adhere to the requirements of the specific sub-regulations.

The competency of each of these appointed competent persons must be provided and should include knowledge, training, experience & qualifications specific to the appointment.

APPOINTMENT	OHS-ACT / REGULATION REFERENCE
Construction Manager	CR 8 (1)
Assistant Construction Manager	CR 8 (2)
Construction H&S Officer where applicable	CR 8 (5)
Construction Supervisor	CR 8 (7)
Construction Assistant Supervisor	CR 8(8)
Risk assessor	CR 9(1)
Temporary works competent person	CR12 (2)
Excavation Work Supervisor	CR 13 (1)(a)
Bulk Mixing Plant Competent Person	CR 20 (1)
Explosive Powered Tools Competent Person	CR 21(2)(b)
Construction Vehicle and Mobile Plant Competent Person	CR23 (1)(d)
Electrical Machinery Competent Person	CR 24 (c)
Stacking and Storage Supervisor	CR 28 (a)
Fire Equipment Inspector	CR 29(h)

Indicate in the H&SP, which of these listed appointments are applicable to the construction work in question (project specific).

No work involving any of the listed appointments may be performed without the knowledge and approval of an appointed competent person.

5.3 Communication & Liaison

5.2.1 The Principal Contractor will communicate all health and safety concerns with the DPW Health and Safety Officer.

6. RESPONSIBILITIES

6.1 Client/Agent

6.1.2 The Client/Agent shall discuss and negotiate with the Principal Contractor the contents of the health and safety plan and when compliant, approve the plan.

6.2 **Principal Contractor**

6.2.1 The Principal Contractor shall accept the appointment under the terms and Conditions of Contract. The Principal Contractor shall sign and agree to those terms and conditions and shall, before commencing work, notify the Department of Labour of the intended construction. Annexure 2 of this construction regulation contains a "Notification of Construction Work" form. The Principal Contractor shall submit the notification in writing prior to commencement of work and inform the Client or his Agent accordingly.

6.2.2 The Principal Contractor shall ensure that he is fully conversant with the requirements of this Specification and all relevant health and safety legislation.

6.2.3 The Principal Contractor will in no manner or means be absolved from the responsibility to comply with all applicable sections of the Act, the Construction Regulations or any Regulations proclaimed under the Act or which may perceivable be applicable to this contract.

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

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

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

6.2.7 The Principal Contractor shall consistently demonstrate his competence and the adequacy of his resources to perform the duties imposed on the Principal Contractor in terms of this Specification, the Act and the Construction Regulations.

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

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

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

6.2.11 The Principal Contractor shall from time to time evaluate the relevance of the Health and Safety Plan and revise the same as required, following which revised plan shall be submitted to the Client and/or his/her Agent for approval.

6.2.12 A letter of good standing in terms of COIDA (Compensation Commissioner) must be submitted to DPW.

7. SCOPE OF WORK

Construction of security fence and perimeter lighting. These specifications are applicable to the specific scope of work pertaining to the above-mentioned project as detailed in the tender documents.

8. HEALTH AND SAFETY FILE

a) The Principal Contractor must, in terms of Construction Regulation 7(7), keep a Health & Safety File on site at all times that must include all documentation required in terms of the Act and Regulations and must also include a list of all Contractors on site that are accountable to the Principal Contractor and the agreements between the parties and details of work being done. A more detailed list of documents and other legal requirements that must be kept in the Health and

b) The Health and Safety File will remain the property of the Client and/or its Agent on its behalf throughout the period of the project and shall be consolidated and handed over to the Client and/or its Agent on its behalf at the time of completion of the project

9. RISK ASSESSMENTS

In terms of Construction Regulations 5 the Client will prepare a baseline risk assessment for the construction work project. The Principal Contractor shall, before commencement of any construction work and during the construction work, have risk assessments performed by a competent person appointed in writing, which risk assessments form part of the health and safety plan to be applied on site, and must include –

- (a) the identification of the risks and hazards to which persons may be exposed to;
- (b) the analysis and evaluation of the risks and hazards identified;
- (c) a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards that have been identified;
- (b) a monitoring plan; and
- (e) a review plan.

The following but not limited hazards are identified:

- Drilling
- Formwork and support work
- Scaffolding
- Excavation

- Construction vehicles and mobile equipment
- Electrical installations and electrical machinery
- Housekeeping
- Stacking and storage practices
- Fire risks and fire precautions
- Use of jackhammers
- Hot work (steel cutting and welding)

- Portable electrical tools
- Intoxicated persons on site
- Use of ladders
- Impact of construction work upon occupants of buildings not evacuated for the duration of the work

- Working at height (fall protection)

- Noise
- Dust

Site Specific risk assessment of the above must be submitted to DPWI before commencement of work.

10. HEALTH AND SAFETY POLICY

Each contractor to submit a suitable documented Health and Safety Policy as required by Section 7 of the OHS Act.

11. IDENTIFICATION OF HAZARDS AND DEVELOPMENT OF RISK ASSESSMENTS, STANDARD WORKING PROCEDURES (SWP) AND METHOD STATEMENTS

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

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

12. ARRANGEMENTS FOR MONITORING AND REVIEW

12.1 Monthly Audit by Client and/or its Agent on its behalf

The Client and/or its Agent on its behalf will be conducting Periodic Audits at times agreed with the Principal Contractor Audit to comply with Construction Regulation 4(1)(d) to ensure that the principal Contractor has implemented, is adhering to and is maintaining the agreed and approved OH&S Plan.

12.3 Reports

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

OR where:

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

12.4 Review

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

The Principal Contractor must provide the Client and/or its Agent on its behalf, other Contractors and all other concerned parties with copies of any changes, alterations or amendments as contemplated in the above paragraph.

12.5 Site Rules and other Restrictions

- a) *Site OH&S Rules*

The Principal Contractor must develop a set of site-specific OH&S rules that will be applied to regulate the Health and Safety Plan and associated aspects of the construction. When required

for a site by law, visitors and non-employees upon entering the site shall be issued with the proper Personal Protective Equipment (PPE) as and when necessary.

b) Security Arrangements

The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period.

12.6 Training

a) General Induction Training

All employees of the Principal and other Contractors must be in possession of proof of General Induction training

b) Other Training

All operators, drivers and users of construction vehicles, mobile plant and other equipment must be in possession of valid proof of training.

12.7 Accident and Incident Investigation

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

The Principal Contractor is responsible for the investigation of all non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar incidents in future.

Notwithstanding the requirements of Section 24 of the Act, ALL incidents shall be investigated and reported on in writing, irrespective of whether such incident gave rise to injury or damage.



**public works
& infrastructure**

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

NATIONAL DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE

ELECTRICAL ENGINEERING SERVICES

SPECIFICATION FOR THE SUPPLY, INSTALLATION AND COMMISSIONING OF AN OUTDOOR EMERGENCY GENERATOR SET

Date: May 2020

Engineering Services Chief Directorate
Electrical Engineering Directorate
Electrical Engineering Standards & Specifications Committee
256 Madiba Street
Pretoria
0001

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SECTION 1 – GENERAL

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1. SECTION 1 – GENERAL

1.1. Intent of Specification

The specification is intended to cover the complete installation and commissioning of the generator plant. The minimum equipment requirements are outlined, but do not cover all the details of design and construction. Such details are recognised as being the exclusive responsibility of the contractor.

For the purposes of this document the following applies:

- Generator Contractor shall be referred to as the Generator Contractor or simply Contractor;
- The masculine includes the feminine;
- The singular includes the plural.

1.2. Standards and Codes

All standards referenced shall be the latest editions.

SANS 10142-1	the wiring of premises: Low Voltage Installations
SANS 8528	Reciprocating internal combustion engine driven alternating current generating sets.
SANS 60034	Rotating electrical Machines
SANS IEC 60947	Low Voltage Switchgear
OHSACT	Occupational Health and Safety Act.
Department of Public Works	Quality Specification Parts A, B and C.
Local municipality	by-laws for generator installations. (To be obtained from local municipality)

1.3. Compliance with Regulations

The installation shall be erected and tested in accordance with the following Acts and regulations:

- a) The Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended,
- b) The Local Government Ordinance 1939 (Ordinance 17 of 1939) as amended and the municipal by-laws and any special requirements of the local supply authority,
- c) The Fire Brigade services Act 1987 (Act 99 of 1987) as amended,
- d) The National Building Regulations and Building Standards Act 1977 (Act 103 of 1977) as amended,
- e) The Electricity Act 1984 (Act 41 of 1984) as amended.
- f) The environmental Act and regulations

1.4. Scope of Work

Included in this Outdoor Generator Specification

Supply, delivery, installation and commissioning of the complete outdoor emergency generator inside an IP65 canopy/container set on a concrete plinth as specified in this document.

The successful tenderer shall supply, deliver and install a complete single enclosed diesel driven standby generator set in a position that will be determined on site. The machine shall be totally enclosed in a 3CR12 stainless steel housing powder coated or within 50km from the coast with grade 316 steel housing powder coated. The exhaust shall be manufactured from stainless steel.

The housing is to be provided on galvanized 3CR12 stainless steel skids so that the generator set can be transported to site and placed in position on a concrete plinth, casted by the successful tenderer. The skids must be of sufficient height to allow for the passage of storm water under the set.

1.5. Co-ordinating

The Contractor shall familiarise himself with the requirements of the other professional disciplines and shall examine the plans and specifications covering each of these sections.

The generator space, noise and vibration requirements shall be carefully checked with other professional disciplines to ensure that the equipment can be installed in the proper sequence in the space allotted.

1.6. Tests Certificates and Inspections

The following tests are to be carried out:

- a) At the supplier's premises, before the generating set will be delivered to site Representatives of the Department must be present during the test to satisfy themselves that the generating set complies with the specification and delivers the specified output. The test must be carried out in accordance with SANS 8528. The Representative/Agent must be timeously advised of the date for the test.
- b) After completion of the works and before practical completion is taken, a full test will be carried out on the installation for a period of sufficient duration to determine the satisfactory working thereof. During this period the installation will be inspected and the contractor shall make good, to the satisfaction of the Representative/Agent, any defects which may arise.
- c) The Contractor shall provide all instruments and equipment required for testing and any water, power and fuel required for the commissioning and testing of the installation at completion.
- d) Test reports of both tests as specified under (a) and (b) are to be submitted to the Representative/Agent.

The total costs for these test shall be included in the tendered amount.

In the event of the plant, equipment or installation not passing the test, the Representative/Agent shall be at liberty to deduct from the Contract amount all reasonable expenses incurred by the Employer and/or the Representative/Agent attending the test.

1.7. Operating and Maintenance Manuals

The Contractor shall be responsible for the compilation of a complete set of Operating and Maintenance manuals.

This shall be done in accordance with Section 4 – Operating and Maintenance manuals.

All information shall be recorded and reproduced in electronic format as well as supplying the Representative/Agent with three sets of hard copies.

Approval of the final Operating and Maintenance Manuals shall be a prerequisite for issuing of a Certificate of Practical Completion of the installation.

1.8. Guarantee

After works completion of the installation have been achieved, there will follow a 12-month free maintenance period.

During this period the generator contractor shall maintain the generator installation as per the requirements of the Occupational Health and Safety Act. This maintenance shall include systematic examinations, adjustments and lubrication of all generator equipment. Electrical and mechanical parts shall be repaired or replaced whenever it is required to maintain optimum performance without additional cost to the Department, unless the condition was caused by misuse or vandalism of the generator equipment or natural hazards/force majeure.

The work under this section shall be performed by competent, qualified accredited personnel under the supervision and in the direct employment of the Generator Contractor and shall not be transferred to any non-affiliated agent. Contract maintenance and repair work shall be done during normal working hours and shall further provide emergency call-back service twenty-four (24) hours a day, seven (7) days a week.

During the guarantee/maintenance period the Department will invite tenders for the comprehensive maintenance of the generator, which will commence after the final completion has taken place, i.e. after the twelfth month guarantee period is over and all defects are corrected.

1.9. Materials and Workmanship

- a) The work throughout shall be executed to the highest standards and to the entire satisfaction of the Representative/Agent who shall interpret the meaning of the Contract Document and shall have the authority to reject any work and materials, which, in his judgement, are not in full accordance therewith. All condemned material and workmanship shall be replaced or rectified as directed and approved by the Representative/Agent.
- b) All work shall be executed in a first-class manner by qualified accredited tradesman.
- c) The Contractor shall be fully responsible for his work and shall replace any of the work which may be damaged, lost or stolen. The Contractor shall protect the building and its contents against damage by him, his employees or sub-contractors and shall make good any damage thereto.
- d) The Contractor shall indemnify the Employer of all liability for damages arising from injuries or disabilities to persons or damage to property occasioned by any act or omission of the Contractor or any of his sub-contractors, including any and all expenses, legal or otherwise, which may be incurred by the Employer or Representative/Agent in the defence of any claim, action or suit.
- e) The Contractor shall warrant that the materials and workmanship shall be of the highest grade, that the equipment shall be installed in a practical and first-class manner in accordance with the best practices and ready and complete for full operation. It is specifically intended that all material or labour which is usually provided as part of such equipment as is called for and which is necessary for its proper completion and operation shall be provided without additional cost whether or not shown or described in the Contract Document.
- f) The Contractor shall thoroughly acquaint himself with the work involved and shall verify on site all measurements necessary for proper installation and commissioning work. The Contractor shall also be prepared to promptly furnish any information relating to his own work as may be necessary for the proper installation work and shall co-operate with and co-ordinate the work of others as may be applicable.
- g) The Contractor shall inspect and verify that the existing power feeder system is compatible with the equipment offered and any changes or upgrading of the electrical supply shall be brought to the attention of the Representative/Agent.
- h) Material and equipment damaged in transit shall be replaced with undamaged material without additional cost to the Department.
- i) All components and their respective adjustment, which do not form part of the equipment installation work, but influence the optimum and safe operation of the equipment shall be considered to form part of, and shall be included in the Contractor's scope of works.
- j) All control equipment and serviceable items shall be installed and positioned such that they will be accessible and maintainable.
- k) The Contractor shall make sure that all safety regulations and measures and environmental regulations are applied and enforced during the installation and guarantee period to ensure the safety of the public and the User Client.

1.10. Brochures

Detailed brochures of all equipment offered shall be presented together with the tender documents.

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2. SECTION 2 – EQUIPMENT REQUIREMENTS

2.1. Engine

2.1.1. General

The engine must comply with the requirements laid down in SANS 8528 and must be of the atomized injection, compression ignition type, running at a speed not exceeding 1500 r.p.m. The engine must be amply rated for the required electrical output of the set, when running under the site conditions. The starting period for either manual or automatic switching-on until the taking over by the generating set, in one step, of a load equal to the specified site electrical output, shall not exceed 15 seconds. This must be guaranteed by the Tenderer.

Turbo-charged engines will only be accepted if the Tenderer submits a written guarantee that the engine can deliver full load within the specified starting period.

Curves furnished by the engine makers, showing the output of the engine offered against the speed, for both intermittent and continuous operation as well as fuel consumption curves when the engine is used for electric generation, must be submitted with the Tender.

2.1.2. Rating

The set shall be capable of delivering the specified output continuously under the site Conditions, without overheating. The engine shall be capable of delivering an output of 110% of the specified output for one hour in any period of 12 hours consecutive running in accordance with SANS 8528.

2.1.3. De-Rating

The engine must be de-rated for the site conditions as set out in the Technical Specification, Section 3 of this document.

The de-rating of the engine for site conditions shall be strictly in accordance with SANS 8528 as amended to date. Any other methods of de-rating must have the approval of the Department and must be motivated in detail. Such de-rating must be guaranteed in writing and proved by the successful Tenderer at the site test.

2.1.4. Starting and Stopping

The engine shall be fitted with an electric starter motor and be easily started from cold, without the use of any special ignition devices under summer as well as winter conditions.

Tenderers must state what arrangements are provided to ensure easy starting in cold weather. Full details of this equipment must be submitted. In the case of water cooled engines, any electrical heaters shall be thermostatically controlled. The electrical circuit for such heaters shall be taken from the control panel, and must be protected by a suitable circuit breaker.

2.1.5. Starter Battery

The set must be supplied a fully charged lead-acid type or maintenance free type battery, complete with necessary electrolyte. The battery must have sufficient capacity to provide the starting torque stipulated by the engine manufacturer. The battery capacity shall not be less than 120 Ah and shall be capable of providing three consecutive start attempts from cold and thereafter a fourth attempt under manual control of not less than 20 seconds duration each. The battery must be of the heavy duty "low maintenance" type, housed in a suitable battery box.

2.1.6. Cooling

The engine may be either of the air or water cooled type. In the case of water-cooling, a built-on heavy duty, tropical type pressurised radiator must be fitted. Only stand-by sets that are water cooled shall have electric heaters.

For either method of cooling, protection must be provided against running at excessive temperatures. The operation of this protective device must give a visual and audible indication on the switchboard. Water-cooled engines shall in addition be fitted with a low water cut-out switch, installed in the radiator, to switch the set off in the event of a loss of coolant. The protection shall operate in the same way as the other cut-outs (e.g. low oil pressure). All air ducts for the cooling of the engine are to be allowed for. The air shall be supplied from the cooling fan cowling/radiator face to air outlet louvers in the enclosure.

2.1.7. Lubrication

Lubrication of the main bearings and other important moving parts shall be by forced feed system. An automatic low oil pressure cut-out must be fitted, operating the stop solenoid on the engine and giving a visible and audible indication on the switchboard.

2.1.8. Fuel Pump

The fuel injection equipment is suitable for operation with the commercial brands of diesel fuel normally available in South Africa.

2.1.9. Fuel Tank

The fuel tank shall be an integral part of the base frame of the generator set. The tank shall have sufficient capacity for standby sets to run the engine on full load for a period of 24 hours.

The diesel fuel storage system / tank which will be provided with the standby generator installation must be fitted with a fuel filtration and water separation system (filter & separator) which is entirely separate from the fuel supply line and line filter to the engine. This filtration and water separation system must be dedicated to purifying the content of the storage system / tank by way of the cleaning processes which are applied while circulating the fuel through the filter & separator unit.

The filtration system must be able to handle diesel fuel of "high" and of "low" sulphur content for an indefinite period. The suction line of the system must be connected to the lowest part of the storage system / tank. The return line must be connected in the top section of the storage system / tank in such a position and in such a way that the flow of fuel within the storage system / tank between the fuel return point and the fuel suction point will induce scouring of the bottom of the system / tank to effectively capture sediment and water in the to be filtered fuel.

The filtration unit must filter the diesel fuel, removing suspended particles of effective diameters down to 5 micron. In addition, it must separate all water from the fuel and the fuel storage system and automatically dispose of / dump such water into an open, removable receptacle for disposal at the installation or in a suitable position outside the building. Separation of the fuel and water must be sufficiently effective that the discharged water will meet the standard required for it to be disposed of into a municipal drain and sewer system.

The filter and water separator unit must draw its power from the DC batteries used to power the relevant generator set. The circulating pump shall be provided with a controller programmed to switch the pump through not more than three complete on and off cycles of equal time (i.e. 50% on; 50% off) , per hour, with a deviation of not more than 10 % ±. The pump must be capable of a duty cycle of not less than 60% running time. The flow rate through the circulating pump must be between 1 L/min and 1.25 L /min.

The filter cartridge of the filter and water separator unit must be replaceable, and, in normal operational conditions, not require replacement within periods shorter than three months. The replacement units must be readily available.

The filtration & separator system may be mounted against the wall of the plant room or on the inside of a container, which may house the installation as may be specified elsewhere in this document.

The tank shall be fitted with a suitable filter, a full height gauge glass, "low fuel level" alarm, giving an audible and visible signal on the switchboard as well as a low-low fuel level cut-out.

An electrically operated pump with sufficient length of oil resistant hose to reach 2m beyond the door of the canopy/container, shall be supplied, for each set for filling the fuel tank/s from 200 litre drums.

The interconnection fuel piping shall consist of copper tubes and the connection to vibrating components shall be in flexible tubing with armoured covering.

The contractor shall allow for the supply and installation of a fuel shut off fusible link in the container. The fusible link shall shut off the fuel at a temperature of 130 degrees in an event of a fire in the self-contain enclosure. The fusible link shall be mounted above the engine and coupled to the shut off valve by means of a 2mm stainless steel cable. The cable shall be installed to the shut off valve without any possibility of kinking the cable which may cause malfunctioning of the protection device.

2.1.10. Governor

The speed of the engine shall be controlled by a governor in accordance with ECM of SANS 8528 if not otherwise specified in the Detailed Specification.

The permanent speed variation between no load and full load shall not exceed 4.5% of the nominal engine speed and the temporary speed variation shall not exceed 10%. External facilities must be provided on the engine, to adjust the nominal speed setting by $\pm 5\%$ at all loads between zero and rated load.

2.1.11. Flywheel

A suitable flywheel must be fitted, so that lights fed from the set will be free from any visible flicker.

The cyclic irregularity of the set must be within the limit laid down in SANS 8528.

2.1.12. Exhaust Silencer

It is essential to keep the noise level as low as possible. An effective exhaust silencing system of the residential type must be provided and shall be capable of providing 20 to 30 decibels of suppression.

The exhaust system shall consist of 3CR12 steel for inland areas (greater than 50km from the coast) or Grade 304 stainless steel in coastal areas.

The exhaust pipe shall be installed in such a way that the expelled exhaust fumes will not cause discomfort to the public. The exhaust pipe must be flexibly connected to the engine to take up vibrations transmitted from the engine, which may cause breakage. The exhaust piping and silencer shall be lagged and then cladded in stainless steel sheet to reduce the heat and noise transmission in the generator enclosure and shall be protected against the ingress of driving rain at 45° to the horizontal. The exhaust pipe must extend 0,5m above the canopy.

2.1.13. Accessories

The engine must be supplied complete with all accessories, air and oil filters, 3 instruction manuals, spare parts lists, the first fill of all lubricating oils, fuel, etc.

2.1.14. Exhaust emissions

The exhaust emissions shall comply with US Tier III/EU stage III standards.

2.2. Alternator

2.2.1. General

The alternator shall be of the self-excited brushless type, with enclosed ventilated drip-proof housing and must be capable of supplying the specified output continuously with a temperature rise not exceeding the limits laid down in SANS 60034-1 for rotor and stator windings.

The alternator shall be capable of delivering an output of 110% of the specified output, for one hour in any period of 12 hours consecutive running.

Both windings must be fully impregnated for tropical climate and must have an oil resisting finishing varnish.

2.2.2. Regulation

The alternator must preferably be self-regulated without the utilisation of solid state elements. The inherent voltage regulation must not exceed plus or minus 5% of the nominal voltage specified, at all loads with the power factor between unity and 0,9 lagging and within the driving speed variations of 4,5% between no-load and full load.

2.2.3. Performance

The excitation system shall be designed to promote rapid voltage recovery following the sudden application of the load. The voltage shall recover to within 5% of the steady state within 300 milliseconds following the application of full load and the transient voltage dip shall not exceed 18%.

2.2.4. Coupling

The engine and alternator must be directly coupled by means of a high quality flexible coupling, ISO 9001:2000 approved and must be designed and manufactured to this quality system.

2.3. Switchboard

2.3.1. General

A switchboard must be supplied and installed to incorporate the equipment for the control and protection of the generating set and battery charging.

The switchboard must conform the specification as set out in the following paragraphs.

2.3.2. Construction

The switchboard shall be enclosed in the steel enclosure.

All equipment, connections and terminals shall be easily accessible from the front. The front panels may be either hinged or removable and fixed with studs and chromium-plated cap nuts. Self-tapping screws shall not be used in the construction of the board.

All pushbuttons, pilot lights, control switches, instrument and control fuses, shall be mounted on hinged panels with the control wires in flexible looms.

The steelwork of the boards must be thoroughly de-rusted, primed with zinc chromate and finished with two coats of signal red quality enamel, or a baked powder epoxy coating.

Suitably rated terminals must be provided for all main circuits and the control and protection circuits. Where cable lugs are used, these shall be crimped onto the cable strands. Screw terminals shall be of the type to prevent spreading of cable strands. All terminals shall be clearly marked.

For the control wiring, each wire shall be fitted with a cable or wire marker of approved type, and numbering of these markers must be shown on the wiring diagram on the switchboard. Control wiring shall be run in PVC trunking. The trunking shall be properly fixed to the switchboard steelwork. Adhesives shall not be acceptable for the fixing of trunking or looms.

The modular generator set controller and protection equipment shall be mounted on a separate easily replaceable panel.

All equipment on the switchboard, such as contactors, isolators, busbars, etc., shall have ample current carrying capacity to handle at least 110% of the alternator full load current.

Access to the cubicle will be such that all components can be conveniently reached for testing and maintenance purposes.

The necessary bushes and a screen over the terminals will be provided where the power feeds enter and leave the cubicle.

The cubicle will be so constructed that the ac and dc components are screened from one another.

2.3.3. Protection and Alarm Devices

All switchboards shall be equipped with protection and alarm devices as described below.

A circuit breaker and an adjustable current limiting protection relay must be installed for protection of the alternator. The protection relay shall be of the type with inverse time characteristics. The relay shall cause contactor to isolate the alternator and stop the engine.

Protection must be provided for overload, high engine temperature, low lubricating oil pressure, over speed, start-failure, and low water level.

Reset push buttons are required on the modular generator set controller and a visible signal are required and the engine must stop when any of the protective devices operate. In the case of manual operation of standby sets, it shall not be possible to restart the engine.

The indication on the modular generator set controller must be in ENGLISH.

"OVERLOAD"
"TEMPERATURE HIGH"
"OIL PRESSURE LOW"
"OVERSPEED"
"START FAILURE"
"LOW WATER LEVEL"

In addition an audible and visible flashing signal shall be provided, when:

- a) The fuel level in the service tank is low. The indication on the modular generator set controller shall be "FUEL LOW".
- b) The battery charger failed. The indication on the modular generator set controller shall be "CHARGER FAIL"

A low-low level sensor must be provided. At this level the engine must stop to prevent air entering the fuel system.

This is also applicable to the engine driven generator/alternator.

All alarm conditions must operate an alarm hooter. A pushbutton must be installed in the hooter circuit to stop the audible signal, but the fault indicating light on the control panel must remain lit until the fault has been rectified.

An on/off switch is not acceptable. After the hooter has been stopped, it must be re-set automatically, ready for a further alarm.

The hooter must be of the continuous duty and low consumption type. Both hooter and protection circuits must operate from the battery.

Potential free contacts from the alarm relay must be brought down to terminals for remote indication of alarm conditions.

A test pushbutton must be provided to test all indicators lamps.

2.3.4. Modular Generator Set controller

The modular generator set controller shall be an electronic unit to match those of the other modular generator set controllers and of a high quality i.e. Levato, Deep Sea Electronics, Circom. It must be provided with IO and communication facilities.

The modular generator set controller will be supplied with all its functions and shall be mounted on a separate easily replaceable panel with plug in termination blocks for easy installation and replacement.

The modular generator set controller interface will be implemented with relays, contactors etc.

The modular generator set controller will have a mimic display of the alternator/mains/ change over contactors configuration with LED's showing the status of the mains, alternator and change over contactors.

Configuration software shall be supplied with the system. The software will be capable of the following:

- Fault management (event log)
- Configuration management (software upgrades and function changes)
- Account management (energy management)
- Performance management (generator set point changes)
- Security management (passwords)

The modular generator set controller will have a standard RS 232/485 or Ethernet interface suitable for TCP I/P transport medium. All communication including configuration management will be done through this port. Equipment connected at each end of the RS 232 or Ethernet cable shall be adequately protected against transient over-voltages, lightning effects (particularly if the set and remote alarms are in separate buildings), switching surges, power system surges or mains and alternator borne noise/interference.

The controller will incorporate the following functions:

- Mains sensing
- Alternator output-voltage sensing
- Alternator over- frequency sensing
- Control of processor unit (self-diagnostics)
- Alarm/ Status indications
- Control selector and operation
- Phase rotation monitor

A 4- position control selector on the controller will be provided to facilitate the following modes of operation:

- OFF: Diesel/ alternator generator set switched off
- MANUAL: Mains bypassed: Diesel/ alternator will not take load

- AUTO: Diesel /alternator takes load on mains failure
- TEST: Diesel /alternator takes load on mains failure
- A standby failure alarm (SF) will be given on the controller and to the output alarms when “Not in Auto” is selected.

The modular generator set controller must monitor the following

When the voltage of the incoming mains varies by more than a pre-program value (default +/- 10%) from the normal voltage on any phase, the controller will signal that the incoming mains will be disconnected and the engine-starting sequence initiated.

When the frequency of the incoming mains varies by more than pre-program value (default +/-5%) from the normal frequency, the controller will signal that the incoming mains will be disconnected and the engine-starting sequence initiated.

Upon restoration of the incoming mains to the pre-program value (default +/-10%) of the normal voltage on all phases, the monitor will signal that the load will be disconnected from the alternator and reconnected to the incoming mains.

If the alternator has been disconnected from the load and the incoming mains within the voltage limits of +/- 10% on all phases, the controller will signal that the load will be reconnected to the incoming mains.

Should the incoming mains fail or not in the specified limits while the engine is running under control of the cooling-off timer, the control for the cooling –off timer in the controller will be cancelled and the load connected to the alternator.

When the output voltage of the alternator varies by more than the pre-program value (default value +/- 10 %) on ANY phase, the controller will signal that the load will be disconnected from the alternator and the engine stopped.

A software over and under-frequency monitor will be provided in the controller if the frequency exceeds or drop below pre-programmed values. It will meet the requirements of class G2 governing. The monitor will not be influenced by harmonics.

Note: Software monitors will include adjustable overshoot and undershoot timers to be fully compatible with Class G2 governing.

All timers will be implemented in software.

Incoming supply failure timer

It is essential that incoming supply failures, occurring at short intervals, do not cause a series of starts and stops.

A timer adjustable from 1 s to 10 s required

The timer default value will be generator set to 3 s

The signal generated by the mains voltage monitor will start the timer. If the duration of the signal is less than the generator setting on the timer, the signal is suppressed so that the switching and starting sequence is initiated. However, if the duration of the signal is more than the generator setting on the timer, the signal will be transmitted to initiate the switching and starting sequence.

Incoming supply restoration timer

It is essential that incoming supply failures, occurring at short intervals, do not cause a series of starts and stops.

A timer adjustable from 1 s to 10 s required.

The timer default value will be generator set to 3 s.

The signal generated by the mains voltage monitor will start the timer. If the duration of the signal is less than 150 sec, the signal is suppressed and the timer is regenerated. However, if the duration of the signal is more than 150 sec, the signal will be transmitted to initiate the switching sequence.

Alternator supply/ incoming supply change-over timer

It is essential that the supply be disconnected from the load before the incoming supply is reconnected to the load. This will be software generator settable in the controller with a minimum of 5 seconds and maximum of 20 seconds.

On receipt of the switching signal, the alternator supply will be disconnected from the load and timer started. After 5 sec, the incoming supply will be reconnected to the load.

Engine cooling-off timer

After the load has been transferred to the incoming supply the engine will run without load for a period to cool off and then stop.

A timer, software adjustable in the controller from 5 to 10 min is required.

Repeat- start control

A repeat- start control is required in the controller software adjustable so that in the event of the engine failing to start on the first start attempt, the starter motor will be released and repeat the start attempt.

The repeat-start attempt will be repeated 3 times.

The duration of each start attempt will be 6 sec with a period of 15 sec between successive start attempts.

Should the engine fail to start after the third start attempt, the controller will transmit a signal for alarm purposes.

In addition to the requirement for the switchboard instruments listed elsewhere in this document metering will also form part of the modular generator set controller and must be accessible on the software.

The modular generator set controller shall display the following alarm/status indications:

- High engine temperature.
- Low Oil pressure
- High/low alternator output voltage
- Over and under speed (frequency)
- Low water level
- Emergency stop activated
- Mains fail
- Battery charger fail
- Dummy load in operation (When provided)
- Unit not in Auto
- Engine running
- Low fuel alarm
- Engine start failure

Conditions one to six above will stop the engine.

The Contractor shall provide a remote alarm mimic panel and the associated control wiring for the set. The panel shall be installed in the duty/security room at the entrance to the building approximately 70m from the generator set position.

The mimic panels must fit into furniture and blend with the design. Before manufacture, the Contractor shall submit and obtain the approval, from the Engineer, for the mimic panel.

The remote alarm must have potential free relay contacts which shall indicate the following on each set:

- 1) Mains on/off
- 2) Alternator running
- 3) Common fault alarm
- 4) Buzzer which can only be reset at the generator panel
- 5) Fuel low

The cable between the remote alarms is to be a signal cable with a screen and this option must be able to operate from a 12 / 24 V dc supply so that it can be powered from the generator set batteries.

A facility to originate a fault message should a warning or shutdown fault occur.

A facility to allow the mode of the control system to be changed to any of the four modes to allow the set to be run from a remote location.

A facility to originate a call to the control cellular and to transfer a fault message should a warning or shutdown fault occur. The alarm conditions above from the controller will be extended to four relays with a make and break contact and terminal strip to allow for remote monitoring of the following alarms:

- Mains fail
- Standby run
- Standby fail
- Low Fuel

A remote start facility must be supplied, software controllable in the controller.

All events relating to the status of the generator set shall be logged with date and time in a non-volatile memory (which can retain information for a period of 6 months in the absence of power to the controller) and the user shall be able to contain a hard copy on site.

The modular generator set controller system must be able to operate with a minimum DC supply voltage of 4 volts (without making use of either an internal or an external auxiliary battery) to allow cranking and starting under conditions of low battery capacity. Control cables between the set and the control panel shall be fitted with sockets for ease of undoing in the event the modular generator set controller has to be removed.

2.3.5. Manual Starting

Each switchboard shall be equipped with two pushbuttons marked "START" and "STOP" for manual starting and stopping of the set.

2.3.6. Battery Charging Equipment

Each switchboard shall be equipped with battery charging equipment.

The charger shall operate automatically in accordance with the state of the battery and shall generally consist of an air-cooled transformer, a full wave solid state rectifier, and the necessary automatic control equipment of the constant voltage system.

The charger must be fed from the mains. An engine driven alternator must be provided for charging the battery while the set is operational. Failure of this alternator must also activate the battery charger failure circuit.

The starter battery voltage will be software monitored by the modular generator set controller. The voltage will be digitally displayed.

2.3.7. Switchboard Instruments

Each generating set shall have a switchboard equipped as follows:

- a) One flush square dial voltmeter, reading the alternator voltage, scaled as follows:
 - (i) 0-300V for single phase generators.
 - (ii) 0-500V for three phase generator. In this case a six position and off selector switch must be installed for reading all phase and phase to neutral voltages.
- b) A flush square dial combination maximum demand and instantaneous ampere meter for each phase, with resettable pointer suitably scaled 20% higher than the alternator rating. A red arc stripe above scale markings from 0-20A and a red radial line through the scale at full-load current, shall be provided. This instruments shall be supplied complete with the necessary current transformer.
- c) One flush square dial vibrating type frequency meter, indicating the alternator frequency.
- d) A six digit running hour meter with digital counter, reading the number of hours the plant has been operating. The smallest figure on this meter must read 1/10 hour.
- e) Fuses or m.c.b.'s for the potential voltage circuits of the meters.
- f) One flush square dial ampere meter suitably scaled for the battery charging current.
- g) One flush square dial voltmeter with a spring loaded pushbutton or switch for the battery voltage.

2.3.8. Marking

All labels, markings or instructions on the switchgear shall be in English.

2.3.9. Earthing

An earth bar must be fitted in the switchboard, to which all non-current carrying metal parts shall be bonded.

The neutral point of the alternator must be solidly connected this bar by means of a removable link labelled "EARTH". Suitable terminals must be provided on the earth bar for connection of up to three earth conductors, which will be supplied and installed by others.

2.3.10. Operation Selector Switch

A four position selector switch must be provided on the switchboard marked "AUTO", "MANUAL", "and TEST" and "OFF".

With the selector on "AUTO", the set shall automatically start and stop, according to the mains supply being available or not.

With the selector on "TEST", it shall only be possible to start and stop the set with the pushbuttons, but the running set shall not be switched to the load.

With the selector on "MANUAL", the set must take the load when started with the pushbutton, but it must not be possible to switch the set on to the mains, or the mains onto the running set.

With the selector on "OFF", the set shall be completely disconnected from the automatic controls, for cleaning and maintenance of the engine.

2.3.11. Automatic Change-over System

A fully automatic change-over system must be provided to isolate the mains supply and connect the standby set to the outgoing feeder in case of a mains failure and reverse this procedure on return of the mains.

The contactors for this system must be electrically and mechanically interlocked.

2.3.12. By-pass Switch and Main Isolator

The switchboard shall be equipped with an on-load isolator to isolate the mains and a manually operated on-load 4 pole 4 position by-pass switch, which shall switch the connected loads as follows:

NORMAL: will allow for the normal connection i.e. connects the incoming mains to the Automatic control gear or directly to the outgoing feeder.

In the GEN BY-PASS position the switch will disconnect the automatic changeover control gear, and will connect the municipal mains directly the essential supply busbar which will allow for the maintenance of either or both the generator and the automatic changeover equipment.

MAINS BY-PASS switching position would allow the generator to be connected directly to the essential supply busbar. This is when there is a problem with the automatic changeover equipment and there is no municipal power available.

The final position is an OFF position which will remove all power downstream of this switch.

It is required that this by-pass switch and mains isolator be mounted away from the automatic control gear, in a separate compartment, either on the side or in the lower portion of the switchboard cubicle, and that the switches are operated from the front of the compartment.

Contractor to note: The by-pass and mains isolator switch shall also break the main neutral.

2.3.13. Start Delay

Starting shall be automatic in event of a mains failure. A 0-15 second adjustable start delay timer shall be provided to prevent start-up on power trips or very short interruptions.

2.3.14. Stop Delay

A stop delay with timer is required for the set, to keep the set on load for an adjustable period of one to sixty seconds after the return of the mains supply, before changing back to the supply. An additional timer shall keep the set running for a further adjustable cooling period of 5 to 10 minutes at no-load before stopping.

2.4. Installation

Except for the supply of the incoming mains cable and outgoing feeder cables, the tenderer must include for the complete installation and wiring of the plant in running order, including the connection of the incoming cable and outgoing feeder cables.

The connecting of the cable and control cabling to the generator and the control terminals in the LV board remains the responsibility of the tenderer.

2.5. Warning Notices

Notices, in English, must be installed on the outside of the steel enclosure.

The successful tenderer must consult the Occupational Health and Safety Act 83 of 1993 and get approval of the wording from the Department's representative, prior to ordering the notices.

The notice shall be made of a non-corrodible and non-deteriorating material, preferable plastic, and must read as follows:

DANGER: This engine will start without notice. Turn selector switch on control board to "OFF" before working on the plant.

An engraved label shall be installed next to the fuel cap that indicates the following:

- Base Tank Capacity
- Bulk Tank Capacity (if provided)
- Full load litres per hour consumption

2.6. Construction

The engine and alternator of the set shall be built together on a common frame, which must be mounted on a skid base on anti-vibration mountings. The set must be placed inside an IP65 canopy/container. A drip tray must be fitted under the engine. The tray must be large enough to catch a drip from any part of the engine.

The frame must be of the 'DUPLEX' type.

2.7. Operation

The set is required to supply the lighting and power requirements in the case of a mains power failure.

The set shall be fully automatic i.e. it shall start when any one phase of the main supply fails or get switched and shall shut down when the normal supply is re-established. In addition it shall be possible to manually start and stop the set by means of pushbuttons on the switchboard.

The automatic control shall make provision for three consecutive starting attempts. Thereafter the set must be switched off, and the start failure relay on the switchboard must give a visible and audible indication of the fault.

To prevent the alternator being electrically connected to the mains supply when the mains supply is on and vice versa, a safe and fail proof system of suitably interlocked contactors shall be supplied and fitted to the changeover switchboard.

**SECTION 3 – TECHNICAL SPECIFICATION
(TO BE COMPLETED BY CONSULTING ENGINEER)**

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3. SECTION 3 – TECHNICAL SPECIFICATION

3.1. General

Supply, deliver, install, commission, test and maintain an emergency generating set at Warrenton, Hartswater & Pampierstad Magistrate Courts.

This installation must comply fully with all the sections and drawings of this document. This technical specification is supplementary to the Equipment Requirements, Section 2, and must be read together where they are at variance the Technical Specification shall apply.

Supply, delivery, installation and commissioning of the complete outdoor emergency generator set inside an IP65 canopy/container on a concrete plinth as specified in this document and indicated on the drawings.

The surface of the concrete plinth shall be 50mm higher than the existing ground level. The thickness and strength of the plinth shall be designed by the consulting engineer and are detailed on the drawings.

A tap to be provided to drain all the water that accumulates inside the bund wall. Final position of the tap will be determined on site. It is the engineer's responsibility to ensure plinth design complies with generator dimensions and weights. The bund wall shall contain 110% of the fuel, oil and water capacity of the generator. The bund wall shall not constrain the canopy doors from opening completely.

The contractor shall install an earthing system in the concrete plinth. The contractor shall install two (2) earth studs 1.8 meters long on opposite corners of the concrete plinth into the ground. The earth studs shall be connected by means of a 70mm² bare copper earth wire to the main earth bar in the control panel. The earth conductor shall be connected to the earth bar, canopy, base, skid and earth bar by means of suitably crimping lugs and brass bolts.

3.2. Site Information and Conditions

3.2.1. Location

The site is are located at Warrenton, Hartswater & Pampierstad.

3.2.2. Site Conditions

The following site conditions will be applicable and equipment shall be suitably rated to develop their assigned rating and duty at these conditions.

- a) Height above sea level : Meter
- b) Maximum ambient temperature : 40°C
- c) Maximum ambient humidity at lowest temperature : 13 %

3.3. Output and Voltage

After the de-rating factors for the engine and generator due to site conditions have been taken into account, the set must have a site output and voltage as follows: -

No load voltage	:	400/230 Volt
Rating	:kVA
Power at 0.9 power factor	:kW
Frequency	:	50Hz

Fault Level : 5kA

The generating set is required to feed the following electrical load:

Load KW	Power factor
------------	-----------------

3.4. Switchboard/Control Panel Unit

All switch- and control gear shall be rated for a fault current level of 5kA.

The switchboard/control panel unit shall be enclosed in the IP65 canopy/container.

3.5. Cables

The contractor will be responsible for all electrical cable connections associated with the complete generating set installation.

The following cables will be supplied, installed and terminated at the Switchboard by others. Adequate provision shall be made for the termination of these cables at the Switchboard:

DB fed	PVC PVC SWA PVC Cable	50mm ²
--------	-----------------------	-------------------

3.6. Engine

A sump drainpipe must be fitted with a shut-off valve placed in a convenient position outside the base frame to facilitate drainage.

Recommended oil types must be indicated on the engine, or base frames, by means of suitable labels.

All engine instruments shall have clear markings on the faceplates, indicating the normal operating zone(s), maximum and minimum allowable values/limits and danger zone(s).

The flywheel shall be covered by approved hoods.

3.7. Alternator

The Alternator shall be of the low harmonic type.

3.8. Load Acceptance

The generator set shall be capable of accepting 75% of the specified site electrical output 10 seconds after the starter motor is energised and the remaining 25%, 5 seconds thereafter, i.e. 100% load acceptance shall not exceed 15 seconds.

3.9. Enclosure

The standby set is a free standing unit and shall be mounted in an enclosure as detailed below:-

3.9.1 General

The enclosure, shall be completely vermin-proof, powder coated and shall be constructed of 3CR12 stainless steel or within 50km from the coast with grade 316 steel housing of a minimum thickness of ±1.5 mm.

The enclosure shall allow easy access to the engine, alternator, radiator filler cap and control cubicle for maintenance purposes.

The door shall be flush with the rest of the canopy and of the side opening type. A minimum of four doors are required i.e. two on either side.

The door hinges and locking bars shall be of a heavy duty type and be manufactured of 3CR12 stainless steel or within 50km from the coast with grade 316 steel and shall be fitted with a grease nipple.

The doors and panels shall be suitably braced and stiffened to ensure rigidity and to prevent bending and warping.

Suitable door restraints shall be fitted to all the doors, enclosure including the control panel to prevent wind damage. The restraint shall consist of a steel rod in a steel groove or slide with a spring loaded catch, which is to be manually reset to close the door.

No flexible restraints will be accepted.

The diesel fuel level indicator and alternator rating plate shall be clearly visible with the doors open.

Unless specified the silencers shall be mounted within the enclosure.

Perforated sheeting shall be fitted over all the insulating material inside the canopy of all soundproof sets.

Rubber seals on doors shall be equal to or similar to rubber pinch weld, wind lace.

9.2 Design

The enclosure shall be designed to be weather-proof and sound-proofing as specified. Rivets or self-tapping screws will under no circumstances be allowed for fixing the various sections of the enclosure. Only cadmium coated nuts and bolts are acceptable.

9.3 Roof

The roof of the enclosure shall be constructed for proper drainage of water as per the drawing.

9.4 Lamp fitting

A lamp fitting and it's associated on/off door switch shall be provided inside the enclosure for illumination of the control panel. The power for the lamp shall be obtained from the starter battery.

9.5 Sound-proofing

The sound-proofing on canopy engine sets shall be such that the maximum noise level generated by the set under any load condition shall not exceed 65 dB measured in any direction at a distance of 5m from the centre of the set with the doors closed.

The supply and discharge air paths will require separate attenuators on soundproof sets.

9.6 Padlock and keys

The contractor shall supply padlocks and keys for all the doors of the enclosure. The padlock shall be off the "Viro A82 keyed alike with stainless steel shackles" type.

Suitable brass metal plates shall be installed behind each lock for the protection of the enclosure against scratching or damaging, where the locks are hanging.

3.10. Alarms

The successful tenderer must pay particular attention to the requirements of the alarms as described in the Equipment Requirements, Section 2.

One alarm hooter and red light shall be supplied and installed on the outside of the generator container in a position as indicated by the Department's Representative.

The hooter shall consist of an electronic unit similar and equal to a "Klaxon" - type SY2/725 hooter with a continuously rated output and 110 dB at a distance of 2 metres, and shall be IP55 weatherproof rated.

The warning light shall consist of a 40W flashing red light, which shall be mounted on a galvanised steel frame together with the hooter.

The hooter and light shall be switched on or off simultaneously after initiation or cancellation of an alarm condition. The supply and installation of the wiring between the control board and the alarm unit forms part of this contract.

The successful tenderer must ensure that the hooter control circuit resets automatically after cancellation due to a low fuel condition or battery charger failure, but the visible fault indication must remain, i.e. should the operator continue to run the set, the hooter must sound, should any other condition develop.

A remote alarm panel shall be supplied and installed by the contractor in the control room. This shall be of surface mounting, enamelled sheet metal (colour to approval), minimum depth construction, and shall incorporate a flashing red pilot alarm light, adjustable electronic sounder, and a silence push button. The silence button shall not switch off the pilot light - this shall only be switched off when the alarm is reset at the Generator Panel.

A 2,5mm² x 4-core PVC SWA PVC cable will be supplied, installed and terminated by others between the Generator Panel and the Charge Office. The Contractor shall connect this cable at both ends and shall supply and install all switch gear relays, etc. to ensure satisfactory operation of the Remote Alarm Panel.

3.11. Remote Control Generator Switch

A Remote Control Generator "ON/OFF/AUTO" switch will be supplied and installed by others in the control room, and a 2,5mm² x 4-core PVC SWA PVC cable will be supplied and installed by others between the control room and the Generator Panel.

The contractor shall connect this cable at both ends, and shall supply and install all switch gear, relays, etc. to ensure satisfactory operation of the remote control switch.

3.12. Fuel Drip Tray

A drip tray approximately 100mm deep shall be mounted below the generator and must be large enough to collect any fuel that drips from the generator fuel accessories. The drip tray shall be manufactured from black mild steel. The thickness of the drip tray sheet steel shall not be less than 2mm.

3.13. Completion Time

The Generator Set is required to be commissioned in conjunction with the building contract.

3.14. Inform

The successful tenderer shall inform the Engineer when the set is ready for installation.

3.15. Fuel Supply Tank

The fuel tank shall be an integral part of the base frame of the generator set. The tank shall have sufficient capacity to run the engine on full load for a period of 24 hours. The base tank shall be an open channel self-bund walled type that shall be of sufficient capacity to contain a spillage equivalent to 110% in volume of the base tank. The containment tank shall be manufactured from black mild steel with a thickness of not less than 2mm.

A float level alarm connected to the generator controller shall be incorporated into the bund area located such that the alarm will be activated when 50% of the volume of the bund area has been reached in the event of any diesel fuel leakage.

SECTION 4 – SCHEDULES OF TECHNICAL INFORMATION
(TO BE FULLY COMPLETED BY TENDERER)

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4. SECTION 4 – SCHEDULES OF TECHNICAL INFORMATION

4.1. Engine

NO	ITEM	REMARKS
1.	Manufacturer's Name	
2.	Country of Origin	
3.	Manufacturer's model No. and year of manufacture	
4.	Continuous sea level rating after allowing for ancillary equipment : a) In b.h.p. b) In kW	
5.	Percentage de-rating for site conditions, in accordance with SANS 8528 a) For altitude b) For temperature c) For humidity d) Total de-rating	
6.	Net output on site in kW	
7.	Nominal speed in r.p.m.	
8.	Number of cylinders	
9.	Strokes per working cycle	
10.	Stroke in mm	
11.	Cylinder bore in mm	
12.	Swept volume in cm ³	
13.	Mean piston speed in m/min	
14.	Compression ratio	
15.	Cyclic irregularity	
16.	Fuel consumption of the complete generating set on site in l/h of alternator output at : a) Full load b) ¾ load c) ½ load NOTE : A tolerance of 5% shall be allowed above the stated value of fuel consumption.	
17.	Make of fuel injection system.	
18.	Capacity of fuel tank in litres	
19.	Is gauge glass fitted to tank?	
20.	Is electric pump for filling the fuel tank included?	

NO	ITEM	REMARKS
21.	Method of starting	
22.	Voltage of starting system	
23.	Method of cooling	
24.	Type of radiator if water-cooled	
25.	Type of heater for warming cylinder heads	
26.	Capacity of heater in kW	
27.	Method of protection against high temperature	
28.	Method of protection against low oil pressure	
29.	Type of governor	
30.	Speed variation in % a. Temporary b. Permanent	
31.	Minimum time required for as assumption of full load in seconds	
32.	Recommended interval in running hours for : a. Lubricating oil change b. Oil filter element change c. Decarbonising	
33.	Type of base	
34.	Can plant be placed on solid concrete floor?	
35.	Are all accessories and ducts included?	
36.	Is engine naturally aspirated?	
37.	Are performance curves attached?	
38.	Diameter of exhaust pipe	
39.	Noise level in plant room in dBA	N/A
40.	Noise level at tail of exhaust pipe in dBA	
41.	BMEP (4 stroke) at continuous rating (kPa)	
42.	% Load acceptance to SANS 8528, with 10% transient speed drop	

4.2. Alternator

NO	ITEM	REMARKS
1.	Maker's name and model no.	
2.	Country of Origin and year of manufacture	
3.	Type of enclosure	
4.	Nominal speed in r.p.m.	
5.	Number of bearings	
6.	Terminal voltage	
7.	Sea level rating kVA at 0,9 power factor	
8.	De-rating for site conditions	
9.	Input required in kW	
10.	Method of excitation	
11.	Efficiency at 0,9 power factor and : a) Full load b) $\frac{3}{4}$ load c) $\frac{1}{2}$ load	
12.	Maximum permanent voltage variation in %	
13.	Transient voltage dip on full load	
14.	Voltage recovery on full load application in milli-seconds	
15.	Is alternator brushless?	
16.	Class of insulation of windings	
17.	Is alternator tropicalised?	
18.	Symmetrical short circuit current at terminals n Ampere	
19.	Type of Coupling	

4.3. Switchboard

NO	ITEM	REMARKS
1.	Maker's Name	
2.	Country of Origin	
3.	Is board floor mounted?	
4.	Finish of board	
5.	Make of volt, amp, and frequency meters	
6.	Dial size of meters in mm	
7.	Scale range of voltmeter	
8.	Scale range of ammeters	
9.	Ration of current transformers	
10.	Make of hour meter	
11.	Range of cyclometer counter	
12.	Smallest unit shown on counter (Item 11)	
13.	Make of circuit breaker	
14.	Type of circuit breaker	
15.	Rating of circuit breaker in Amp and fault level in kA	
16.	Setting range of overload trips	
17.	Setting range of instantaneous trips	
18.	Make of change-over equipment	
19.	Make of voltage relay	
20.	Is control and protection equipment mounted on a small removable panel?	
21.	Type of control equipment	
22.	Make of mains isolator	
23.	Type of indicators for protective devices	
24.	Make of rectifier	
25.	Type of rectifier	
26.	Is battery charging	
27.	Are volt- and ammeters provided for charging circuit?	
28.	Is the alarm hooter of the continuous duty type?	
29.	Rating in Amps of : a. Change-over equipment b. Mains on load isolator c. By-pass switch d. Circuit breaker to outgoing feed	
30.	Is manufacture of switchboard/control panel to be sub-let?	

NO	ITEM	REMARKS
31.	If yes, state name and address of specialist manufacturer	

4.4. Battery

NO	ITEM	REMARKS
1.	Maker's Name	
2.	Country of Origin	
3.	Type of battery	
4.	Voltage of battery	
5.	Number of cells	
6.	Capacity in cold crank amp	

4.5. Dimensions

NO	ITEM	REMARKS
1.	Overall dimensions of set in mm	
2.	Overall mass	
3.	Is the canopy/container adequate for the installation of the set, switch board and fuel tank	

4.6. Deviation from the Specification as an Alternative (State Briefly)

NO	DESCRIPTION

4.7. Spare Parts and Maintenance Facilities

NO	ITEM	REMARKS
1	Approximate value of spares carried in stock for this particular diesel engine and alternator	
2	Where are these spares held in stock	
3	What facilities exist for the servicing of the equipment offered	
4	Where are these facilities available	

SECTION 5 – PRICE SCHEDULES

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5. SECTION 5 – PRICE SCHEDULES

5.1. General

- 1) The conditions of contract and the application of the Contract Price Adjustment Provisions shall be as set out in Part A: Section 1: Preliminaries.
- 2) The descriptions in this Price Schedule shall be read in conjunction with the specification.
- 3) The unit rate for each item in the Price Schedules shall include for all materials, labour, profit, transport, etc., everything necessary for the execution and complete installation of the work in accordance with the description.
- 4) The Price Schedules shall not be used for ordering purposes. The Contractor shall check the lengths of cables and overhead conductors on site before ordering any of the cables. Any allowance for off-cuts shall be made in the unit rates.
- 5) The rates shall exclude Value Added Tax and the total carried over to the final summary in PART A.
- 6) All material covered by this Specification shall, wherever possible, be of South African manufacture.

5.2. Schedule for all three Magistrate Offices Generator SABS approved

ITEM	DESCRIPTION	UNIT	QTY	RATE PER UNIT	AMOUNT	
	Supply and Installation of Generators				R	c
1.1	Site Clearance Allow for site clearing, this includes bushes/shrubs and rubble to install the generator, foundation and fence.	m ²	20			
1.2	Remove Existing generator, transport and store as per PM's instructions	no	1			
1.3	Supply, Deliver, install and commissioning of standby generator complete in canopy as specified for the following sizes:					
a)	150 kVA Diesel/Alternating Generator Enclosed (3Ph) (Including first fill of all lubrication, oils and diesel) Supply and Install	No	2			

b)	120 kVA Diesel/Alternating Generator Enclosed (3Ph) (Including first fill of all lubrication, oils and diesel) Supply and Installation	no	1			
1.4	Design supply and install the stainless steel exhaust silencer for the mentioned generator, including lagging: Supply and Install	no	3			
1.5	Supply and install a concrete foundation supporting the generator and must meet flotation, alignment & vibrations. The foundation must be able to withstand the installation weight, concrete plinth/pad/base 3000mm x 2000mm x 400mm of 25MPA (slab position to be pointed out by Project Manager or Department Representative)	M3	10			
1.4.1	Supply and install a sub distribution board 3CR12 distribution kiosks. Fault level= 15kA	Item	1			
1.4.2	150A 3phase circuit breaker	no	2			
1.4.3	3 phase surge protection	no	2			
	<u>Cabling to SANS 1507</u>					
1.4.4	Supply and install a 50mm ² x 4 core PVC SWA cable.	no	110			
1.4.5	Excavation and filling in earth to a depth of 600mm, this include removal and disposal of rubble.	m	120			
1.5	<u>Fencing of generator (at all sites)</u>					

1.5.1	Supply and install an anti-climb fence with shark tooth spikes 3m high (powder coated panels with black coatings, wire diameter 3mm x 3mm). This should include all necessary fittings.	m	45			
1.5.2	Supply and install a small/pedestrian gate with shark tooth spikes to excess the generator area these include weld on gate hooks and a 38mm padlock.	no	3			
1.6	Supply and Install warning notices on the container as specified. Set of Warning Notices as per SANS and OHS specifications. (NB at each site)	Item	1			
1.7	Supply and install 2 x 150W solar LED wall mounted.	no	6			
1.8	Compilation of Maintenance, operational and technical Manuals to the client satisfaction. This include training of staff on general operation. (for each generator)	item	1			
1.9	Test and Commission to deliver a fully operational generating set to the client and engineers satisfaction: (for each generator)	item	1			
1.9.1	At the suppliers premises, prior to delivery to site (FAT). (for each generator)	no	3			
1.9.2	On site after completion of the installation (SAT). (for each generator)	no	3			

1.9.3	Electrical Certificate of Compliance (per generator)	Item	1			
1.10	12 Month Maintenance of the generator and refilling (fully loaded) the tank every 6 months. Service of the plant as per the manufacturer's requirements. (for each generator) 3X2=6 services	No	6			
1.11	Supply and install padlocks for the required size the generator.	no	15			
1.12	EPWP Provisional amount Allowance for the employment of 3 EPWP Employment for workers for the duration of the contract based on 20 working days at a labour rate of R 120.00/day 3x120x20	Sum	1		R 7 200	00
1.12.1	Supply EPWP branded PPE -once off.	no	3			
1.12.2	Supply of 2 overalls per person on site.	no	6			
1.12.3	Supply of 1 per of safety boots per person on site.	no	3			
1.12.4	Supply 2 orange Brimmed bush hat with reflective strip per person on site.	no	6			
1.13.	Preliminaries & Generals					
1.13.1	Compliance with health and safety regulations as per Act 85 of 1993.	item	1			

1.13.2	Transportation of all materials to site.	item	1			
1.13.3	Profit and attendance	item	1			
1.13.4	Site establishment and keeping the site clean	Item	1			
Total Carried to Summary					R	

5.3. Summary of Schedules of Quantities

Schedule	Page No	Amount
		R c
1. Supply and Installation of a Generators		
2. Employment of EPWP		
3. P&G		
4. VAT		
Total Tender Price for the Supply and installation of an Emergency Generator Set (CARRY FORWARD TO DPW 07)		R