



# public works & infrastructure

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

## BID DOCUMENT

**PROJECT DESCRIPTION: PREVENTATIVE MAINTENANCE, SERVICING & REPAIRS OF STANDBY GENERATORS PORT ELIZABETH AREA OFFICE FOR PERIOD OF 36 MONTHS**

**BID NO:** PET 15/2023

**Closing Date:** 03 October 2023  
**Closing Time:** 11H00

**Bid Briefing Meeting Date:** 18 September 2023

**Bid Briefing Meeting time:** 14H00

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

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

### Bid Box Address

Department of Public Works & Infrastructure  
Eben Donges Building  
Corner Robert & Hancock Street  
Gqeberha  
6001

### SCM SPECIFIC ENQUIRIES:

Enquires: **Thabisa Ngesi**  
Tel No: **041 408 2009** during office hours  
Cell No: **None**  
Email Address: [thabisa.ngesi@dpw.gov.za](mailto:thabisa.ngesi@dpw.gov.za)

### TECHNICAL / PROJECT SPECIFIC ENQUIRIES

Enquires: **Thulani Sibangela**  
Tel No: **071 382 1887** during office hours  
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## SUMMARY OF BID INFORMATION

<b>Bid Number</b>	PET 15/2023	
<b>Bid/ Project Description</b>	PREVENTATIVE MAINTENANCE, SERVICING & REPAIRS OF STANDBY GENERATORS PORT ELIZABETH AREA OFFICE FOR PERIOD OF 36 MONTHS	
<b>Bid Closing date &amp; Time</b>	Tuesday, 03 October 2023	Closing Time: 11H00
<b>Bid Briefing Date &amp; Time (If applicable)</b>	<i>Date of Bid Briefing (if any)</i> 18 September 2023	<i>Time of Bid Briefing (if any)</i> 14H00
<b>Venue</b>	Eben Donges Building, Ground Floor Hall	
<b>SCM SPECIFIC ENQUIRIES:</b>	Thabisa Ngesi	<a href="mailto:thabisa.ngesi@dpw.gov.za">thabisa.ngesi@dpw.gov.za</a>
	041 408 2009	None
<b>TECHNICAL / PROJECT SPECIFIC ENQUIRIES</b>	Thulani Sibangela	<a href="mailto:Thulani.sibangela@dpw.gov.za">Thulani.sibangela@dpw.gov.za</a>
	071 382 1887	Eastern Cape
<b>Bid Validity Period</b>	84 calendar days	
<b>Bid Document Price</b>	R 500.00	
<b>Procurement Plan Reference Number</b>	1696	

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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

Project title:	PREVENTATIVE MAINTENANCE, SERVICING & REPAIRS OF STANDBY GENERATORS PORT ELIZABETH AREA OFFICE FOR PERIOD OF 36 MONTHS		
Bid no:	PET 15/2023	Procurement Plan Reference no:	1696
Advertising date:	Friday, 08 September 2023	Closing date:	Tuesday, 03 October 2023
Closing time:	11H00	Validity period:	84 calendar days

### 1. REQUIRED CIDB GRADING

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

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

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

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

### 2. FUNCTIONALITY CRITERIA APPLICABLE

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

Functionality criteria <sup>1</sup> :		Weighting factor:
1.	RELEVANT GENERATOR MAINTENANCE OR REPAIR OR NEW INSTALLATION EXPERIENCE ON PREVIOUS AND CURRENT CONTRACTS OF A SIMILAR NATURE, SCOPE AND/OR COMPLEXITY.	25
2.	REFERENCES FROM PROJECT MANAGERS/ CLIENTS/ CONSULTANTS FOR PROJECTS OF SIMILAR NATURE, SCOPE AND VALUE.	25
3.	FINANCIAL CAPACITY	20
4.	COMPETENCE OF KEY PERSON(S), PROFESSIONAL AND TECHNICAL PERSONNEL	30
5.		
6.		
7.		
8.		
TOTAL		100

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

Minimum functionality score to qualify for further evaluation:	50%
--	-----

*(Total minimum qualifying score for functionality is 50 Percent, any deviation below or above the 50 Percent, provide motivation below)*

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



### 3. EVALUATION METHOD FOR RESPONSIVE BIDS

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

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

### 4. RESPONSIVENESS CRITERIA

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

1.	<input checked="" type="checkbox"/>	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2.	<input checked="" type="checkbox"/>	Tender offer must be properly received on the tender closing date and time specified on the invitation, completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3.	<input checked="" type="checkbox"/>	Use of correction fluid is prohibited. Corrections to be crossed out and initialled.
4.	<input checked="" type="checkbox"/>	Submission of a signed bid offer as per the DPW-07 (EC).
5.	<input type="checkbox"/>	Submission of DPW-09 (EC): Particulars of Tenderer's Projects.
6.	<input type="checkbox"/>	Bidders must comply with DPW-21 (EC): Record of Addenda to tender documents, if any.
7.	<input checked="" type="checkbox"/>	The tenderer shall submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.
8.	<input checked="" type="checkbox"/>	There will be a compulsory bid briefing meeting and all potential bidders must attend.
9.	<input type="checkbox"/>	The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender.
10.	<input checked="" type="checkbox"/>	Bidders will be evaluated as per special conditions of bid (SCB-1)
11.	<input checked="" type="checkbox"/>	Submission of registration letter as an electrical contractor for bidder issued by the Department of Labour (DOL), permitting to issue a Certificate of compliance (COC's)
12.	<input checked="" type="checkbox"/>	Any addendums or erratums to the bid will be published in the original advertising media, at least 10 working days before the bid closing date. Bids will be evaluated in accordance with the published addendums or erratums
13.	<input type="checkbox"/>	
14.	<input type="checkbox"/>	

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

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

1.	<input checked="" type="checkbox"/>	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's.
2.	<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3.	<input checked="" type="checkbox"/>	Submission of (PA-11): Bidder's disclosure
4.	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD).
5.	<input checked="" type="checkbox"/>	All parts of tender documents submitted must be fully completed in ink and signed where required.
6.	<input checked="" type="checkbox"/>	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
7.	<input type="checkbox"/>	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
8.	<input checked="" type="checkbox"/>	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement
9.	<input checked="" type="checkbox"/>	Submission of documentation relating to risk assessment criteria as contained in C 2. 1 of T1.2 Tender Data
10.	<input checked="" type="checkbox"/>	Submission of DPW-09 (EC): Particular of Tenderer's Projects: Bidders may use 'own form' - the details of all the tenderers current and previous projects must however be similar to the DPW-09 (EC) forms details. Bidders are required to sign and date the DPW09 / 'own form' and cross-reference the documents if 'own form' is used.
11.	<input checked="" type="checkbox"/>	Submission of DPW-21 (EC): Record of addenda to tender documents: Bidder maybe requested to confirm receipt and or compliance with the "Record of Addenda" if the record of Addenda" was not submitted with the bid at the closing date.
12.	<input checked="" type="checkbox"/>	Data provided by the Service Provider (C.1.2.3) completed
13.	<input checked="" type="checkbox"/>	Bidders will be evaluated as per special conditions of bid (SCB-1)
14.	<input type="checkbox"/>	<b>Specify other responsiveness criteria</b>

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

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

## 5. METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS

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

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

## 6. BID EVALUATION METHOD

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

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

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

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

In order for the evaluation reports to be prepared by the Professional Team, the Tenderer is obliged to provide comprehensive information on form DPW-09 (EC). Failure to complete the said form will cause the tender to be declared non-responsive and removed from any further consideration. The Employer reserves the right to request additional information over and above that which is provided by the Tenderer on said form. The information must be provided by the Tenderer within the stipulated time as determined by the Bid Evaluation Committee, failing which the tender offer will *mutatis mutandis* be declared non-responsive.

## 7.1 Technical risks:

### **Criterion 1: Experience on comparable projects during the past 5 years.**

The tendering Service Provider's experience on comparable projects during the past 5 years. The number of current and previous comparable projects performed by the Tenderer as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC) or any alternative accepted format. Failing to provide contactable references will result in the tender offer will be *mutatis mutandis* declared non-responsive. A bidder will not be afforded to provide alternative references, if the bidder's initial reference is contactable, or don't respond to the Department. If a reference letter is not listed in on form DPW-09 (EC) or any alternative accepted format, but the reference letter is submitted with the bid and it is valid, it will be considered

Aspects to be regarded as "comparable" includes (but may be extended according to circumstances): size of projects (measured against monetary value or other project quantifying parameters), nature of projects (building, engineering, high/low rise, etc.), locality/area of execution (site-specific influences, knowledge of local conditions, etc.), complexity of project, projects for similar client department irrespective of end purpose of buildings/facilities created or in progress of being created and time scales of projects (normal, fast track, etc.) and stage of its/their development.

### **Criterion 2: Contractual commitment and quality of performance on comparable projects during the past 5 years.**

Adherence to contractual commitments and quality of performance of comparable current and previous projects performed by the Tenderer during the past 5 years as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC) or any alternative accepted format, as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer be *mutatis mutandis* declared non-responsive.

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

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

12. Delays: extent of causing delays, submission of claims timeously, and abuse of or exaggerated delay claims.
13. Final account: extent to which the contractor assisted in finalising the final account.

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

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

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

When a bid briefing/ clarification meeting is compulsory, the bidder (an authorised representative of the bidder) must attend a compulsory bid briefing meeting, if applicable.

**7.2 Commercial risks:**

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

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

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

(a)	Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	<b>Not applicable</b>
(b)	Minimum Targeted Local Building Material Suppliers Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	<b>Not applicable</b>
(c)	Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	<b>Not applicable</b>
(d)	<b>CIDB BUILD Programme:</b> Minimum Targeted Enterprise Development Contract Participation Goal in accordance with the cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	<b>Not applicable</b>
(e)	<b>cidb BUILD Programme:</b> Minimum Targeted Contract Skills Development Goal in accordance with the cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 43495 of 3 July 2020, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	<b>Not applicable</b>
(f)	DPWI National Youth Service training and development programme (NYS) – Condition of Contract.	<b>Not applicable</b>
(g)	Labour Intensive Works – Condition of Contract.	<b>Not applicable</b>

## 9. COLLECTION OF TENDER DOCUMENTS

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

☒ Alternatively; Bid documents may be collected during working hours at the following address NDPWI, Eben Donges Building, Cnr Robert and Hancock street, Gqeberha, 6056.  
A non-refundable bid deposit of **R 500.00** is payable (cash only) on collection of the bid documents.

## 10. SITE INSPECTION MEETING

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

There will be a compulsory bid briefing meeting and all potential bidders must attend. Details of the compulsory bid briefing meeting is indicated in the table below:

<b>Venue:</b>	<b>Eben Donges Building, Ground Floor Hall</b>		
<b>Virtual meeting link:</b>	(Type link here or indicate "N/A")		
<b>Date:</b>	<i>Date of Bid Briefing (if any)</i> <b>18 September 2023</b>	<b>Starting time:</b>	<i>Time of Bid Briefing (if any)</i> <b>14H00</b>

## 11. ENQUIRIES

11.1 Technical enquiries may be addressed to:

<b>DPWI Project Manager</b>	<b>Thulani Sibangela</b>	<b>Telephone no:</b>	<b>071 382 1887</b>
<b>Cellular phone no</b>	<b>071 382 1887</b>	<b>Fax no:</b>	
<b>E-mail</b>	<a href="mailto:Thulani.sibangela@dpw.gov.za">Thulani.sibangela@dpw.gov.za</a>		

11.2 SCM enquiries may be addressed to:

<b>SCM Official</b>	<b>Thabisa Ngesi</b>	<b>Telephone no:</b>	<b>041 408 2009</b>
<b>Cellular phone no</b>	<b>None</b>	<b>Fax no:</b>	<b>None</b>
<b>E-mail</b>	<a href="mailto:thabisa.ngesi@dpw.gov.za">thabisa.ngesi@dpw.gov.za</a>		

## 12. DEPOSIT / RETURN OF TENDER DOCUMENTS

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

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

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

**Closing Date: Tuesday, 03 October 2023**

**Closing Time: 11H00**

<b>Tender documents may be posted to:</b> The Director-General Department of Public Works and Infrastructure Private Bag X 3193 Gqebergha 6001 Documents must be deposited in The Bid Box before the closing date of the bid	<b>OR</b>	<b>Deposited in the tender box at:</b> The Bid Box Department of Public Works & Infrastructure Eben Donges Building Corner Robert & Hancock Street
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## EVALUATION ON FUNCTIONALITY

<b>PREVENTATIVE MAINTENANCE, SERVICING &amp; REPAIRS OF STANDBY GENERATORS PORT ELIZABETH AREA OFFICE JURISDICTION FOR THE PERIOD OF 24 MONTHS.</b>			
<b>Sub Criteria No</b>	<b>Criteria</b>	<b>Evaluation Indicators</b>	<b>Applicable Value</b>
1	<b>RELEVANT GENERATOR MAINTENANCE OR REPAIR OR NEW INSTALLATION EXPERIENCE ON PREVIOUS AND CURRENT CONTRACTS OF A SIMILAR NATURE, SCOPE AND/ OR COMPLEXITY</b>		<b>25</b>
	<u>Conditions</u>	One (1) x reference letter of a completed or current maintenance or repair or new installation project with a contract value of R 900 000.00 or higher.	<b>5 (1)</b> Minimum points for this Sub Criteria
	1.1. Provide a reference letter(s) of a generator project of a similar nature, scope and or complexity in maintenance or a repair or a new installation. The following will be considered:	Two (2) x reference letters of completed or current maintenance or repair or new installation projects with a contract value of R 900 000.00 or higher	<b>10 (2)</b>
	i) The project must be in the last five years and	Three (3) x reference letters of completed or current maintenance or repair or new installation projects with a contract value of R 900 000.00 or higher	<b>15 (3)</b>
	ii) Has a value of at least R 900 000.00	Four (4) x reference letters of a completed or current maintenance or repair or new installation projects with a contract value of R 900 000.00 or higher	<b>20 (4)</b>
	iii) It must be completed project in generator maintenance or new generator installation projects	Five (5) x reference letters of completed or current maintenance or repair or new installation projects with a contract value of R 900 000.00 or higher	<b>25 (5)</b>
	1.2. A reference letter in respect of a current project (i.e. a project started, but yet completed) must comply with following:		
	i) It must have reached a minimum completion status of 50% of the contract duration, at the closing date of the bid.		
	ii) The project must be in the last five years		
	iii) The R-value of the completed works of the current project must have a certified value of at least R 900 000.00 and		
	iv) The R-value of the work certified as completed will be deemed for		

	<p>evaluation purposes as the “contract value”.</p> <p>v) The following current contract reference letters will not be considered:</p> <p>a. If the R- value of the completed works certified is less than R 900 000.00</p> <p>b. Or if the R-value of the completed work is not indicated or</p> <p>c. if the project completion stage is less than 50% or</p> <p>d. If the stage of completion is not indicated.</p>		
--	--	--	--

**Please note:** Experience of the bidder will be based on the reference letters submitted. If a project is listed in the table below, but the reference letter is not submitted, the project will not be considered valid. If a reference letter is not listed in the table below, but the reference letter is submitted with the bid and it is valid, it will be considered. For a reference letter to be considered for criteria no 1, the performance rating of the bidder will not be a determining factor for criteria no. 1. The reference letter will be used to validate the experience of the bidder only. If the performance rating of the bidder is not indicated or it is less than satisfactory, the reference letter will still be considered for criteria no. 1

	<b>Name of project</b>	<b>Client</b>	<b>Short Description of project</b>	<b>Value of Project (Final account)</b>
1.				
2.				
3.				
4.				
5.				

<b>Sub Criteria No</b>	<b>Criteria</b>	<b>Evaluation Indicators</b>	<b>Applicable Value</b>
2.	<b>REFERENCES FROM PROJECT MANAGERS/CLIENTS/CONSULTANTS FOR PROJECTS OF SIMILAR IN NATURE, SCOPE AND VALUE.</b>		<b>25</b>
	2.1. Please provide signed reference letters from Consultant / Clients confirming your company's performance.	One (1) x reference letter of a completed or current maintenance or repair or new installation project with a contract value of R 900 000.00 or higher.	<b>5 (1)</b> Minimum points for this Sub Criteria
		Two (2) x reference letters of completed or current maintenance or repair or new installation projects with a contract value of R 900 000.00 or higher	<b>10 (2)</b>
		Three (3) x reference letters of completed or current maintenance or repair or new installation projects with a contract value of R 900 000.00 or higher	<b>15 (3)</b>
		Four (4) x reference letters of a completed or current maintenance or repair or new installation projects with a contract value of R 900 000.00 or higher	<b>20 (4)</b>



		Five (5) x reference letters of completed or current maintenance or repair or new installation projects with a contract value of R 900 000.00 or higher	<b>25 (5)</b>	
Bidders must submit reference letters and it must meet at least the minimum requirements as specified in the Special conditions of Bid. If a project is listed in the table below, but the reference letter is not submitted, the project in the table will not be considered. If a project is not listed in the table below, but the reference letter is submitted with the bid and it is valid, it will be considered. For a reference letter to be considered valid for criteria 2, the performance of the bidder must be at least rated satisfactory in all aspects.				
	Name of Company	Value of Project as measured for final account	Letter attached	
			YES	NO
1				
2				
3				
4				
5				
Sub Criteria No	Criteria	Evaluation Indicators		Applicable Value
3.	<b>FINANCIAL CAPACITY</b>		<b>20</b>	
	Provide a stamped original and valid Bank rating from your Banking Institution stating A, B, C and D bank code /rating, not older than 3 months.	Credit rating/code of D	8 (2) Minimum points for this Sub Criteria	
		Credit rating/code of C	12 (3)	
		Credit rating/code of B	16 (4)	
		Credit Rating/code of A	20 (5)	
No	Name of Bank	Contact Person	Contact Number	Date of letter
1				
2				

Sub Criteria No	Criteria	Evaluation Indicators		Applicable Value	
4.	COMPETENCE OF KEY PERSON(S), PROFESSIONAL AND TECHNICAL PERSONNEL			30	
	<b>QUALIFICATIONS AND KEY STAFF IN RELATION TO THE SCOPE OF WORK</b>  <b>CONDITIONS</b> 4.1. Submission of originally certified documents as required for the: a) Wireman's license certificate in 3 phase. b) Registered Electrician an electrical trade test certificate from an accredited institution. c) Diesel mechanic trade test certificate from an accredited institution. 4.2 Copies of qualifications must be submitted 4.3 Failure to comply, will result in the qualification(s) not considered valid.	<b>Key Staff x 3 made up as follows:</b> 1 x electrician (who passed their trade test), 1 x Diesel mechanic (who passed trade test) and 1 x electrician with a wireman's license in 3 phase.		6 <b>(1)</b> Minimum points for this Sub Criteria	
		<b>Key Staff x 4 made up as follows:</b> 2 x electricians (who passed their trade test), 1 x Diesel mechanic (who passed trade test) and 1x electrician with a wireman's license in 3 phase.		12 <b>(2)</b>	
		<b>Key Staff x 6 made up as follows:</b> 3 x electricians (who passed their trade test), 2 x Diesel mechanic (who passed trade test) and 1x ectrician with a wireman's license in 3 phase.		18 <b>(3)</b>	
		<b>Key Staff x 7 made up as follows:</b> 4 x electricians (who passed their trade test), 2x Diesel mechanic (who passed trade test) and 1x electrician with a wireman's license in 3 phase.		24 <b>(4)</b>	
		<b>Key Staff x 8 made up as follows:</b> 4 x electricians (who passed their trade test), 3 x Diesel mechanic (who passed trade test and 1x electrician with a wireman's license in 3 phase.		30 <b>(5)</b>	
No	Name of the Key Person	Name of the Qualification(s)	Portfolio/Position	CVs and Qualifications attached	
				YES	NO
1					
2					
3					
4					
5					
Minimum Qualifying Score for Functionality				50	

**NB:**

- If a bid fails to achieve the minimum qualifying score for functionality of **Fifty percent (50%)**, it will automatically be regarded as non-compliant, and shall be not considered any further in the evaluation process.
- In addition to the above, bidders' must score the minimum points for each Sub Criteria, (i.e. Sub Criteria No. 1, Sub Criteria No 2, Sub Criteria No 3 and Sub Criteria No 4.) If a bidder fails to score the minimum points for each Sub Criteria, the bidder's offer will be regarded as non-compliant, even if the bidder scored the required minimum qualifying score for functionality.**

## DPW-07: FORM OF OFFER AND ACCEPTANCE

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

**Bid no: PET 15/2023**

**Bid/ Project Description: PREVENTATIVE MAINTENANCE, SERVICING & REPAIRS OF STANDBY GENERATORS PORT ELIZABETH AREA OFFICE FOR PERIOD OF 36 MONTHS**

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

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

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX (All applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies) IS:**

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

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

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

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

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

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

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

**AND WHO IS:**

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

**Bid No: PET 15/2023**

**Bid/ Project Description: PREVENTATIVE MAINTENANCE, SERVICING & REPAIRS OF STANDBY GENERATORS PORT ELIZABETH AREA OFFICE FOR PERIOD OF 36 MONTHS**

**SIGNED FOR THE TENDERER:**

Name of representative	Signature	Date

**WITNESSED BY:**

Name of witness	Signature	Date

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

The official documents ..... ☐

The official alternative ..... ☐

Own alternative (only if documentation makes provision therefore) ☐

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

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

- |   |                              |  |
|---|------------------------------|--|
| (1) Cash deposit of 2.5% of the Contract Sum (excl. VAT)                      | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| (2) Variable guarantee of 2.5% of the Contract Sum (excl. VAT) (DPW-10.5: FM) | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| (3) Retention of 2.5% of the Contract Sum (excl. VAT)                         | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| (4) 1.25% cash deposit and 1.25% retention of the Contract Sum (excl. VAT)    | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |

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

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

.....

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

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

Fax No. ....

Postal address.....

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

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

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

## ACCEPTANCE

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

**Bid No: PET 15/2023**

**Bid/ Project Description: PREVENTATIVE MAINTENANCE, SERVICING & REPAIRS OF STANDBY GENERATORS PORT ELIZABETH AREA OFFICE FOR PERIOD OF 36 MONTHS**

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

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

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

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

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

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

**For the Employer:**

Name of signatory	Signature	Date

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

**WITNESSED BY:**

Name of witness	Signature	Date

## SCHEDULE OF DEVIATIONS

**Bid no: PET 15/2023**

**Bid/ Project Description: PREVENTATIVE MAINTENANCE, SERVICING & REPAIRS OF STANDBY GENERATORS PORT ELIZABETH AREA OFFICE FOR PERIOD OF 36 MONTHS**

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

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

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

## PA-11: BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. BIDDER'S DECLARATION

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

☐ YES ☐ NO

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

Full Name	Identity Number	Name of State institution

<sup>(3)</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

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

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

☐ YES ☐ NO

2.2.1 If so, furnish particulars:

.....  
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

☐ YES ☐ NO

2.3.1 If so, furnish particulars:

.....  
.....

### 3. DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>4</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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<sup>4</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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



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

**I DECLARE THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.**

Name of Bidder	Signature	Date	Position

This form is aligned to SBD 4.

## PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

---

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

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

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

**RESOLVED that:**

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

---

*(project description as per Tender Document)*

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

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

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

and who will sign as follows:

---

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



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

**Note:**

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

**ENTERPRISE STAMP**

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

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

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

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

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

**RESOLVED that:**

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

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

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

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

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

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

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

and who will sign as follows:

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

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

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

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



Postal Address:

Postal Code

Telephone number: Fax number:

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

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

**Note:**

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

**ENTERPRISE STAMP**

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

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

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

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

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

### RESOLVED that:

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

\_\_\_\_\_

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

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

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



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

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

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

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

\_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

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

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

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

	Name	Capacity	Signature
1			
2			

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

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

**Note:**

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



## DPW-16. TENDER BRIEFING MEETING CERTIFICATE

Project title:	PREVENTATIVE MAINTENANCE, SERVICING & REPAIRS OF STANDBY GENERATORS PORT ELIZABETH AREA OFFICE FOR PERIOD OF 36 MONTHS		
Tender / Quotation no:	PET 15/2023	Reference no:	1696

Date Bid Briefing Meeting: 18 September 2023

Time of Bid Briefing Meeting: 14H00

Venue: Eben Donges Building, Ground Floor Hall

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

representing \_\_\_\_\_

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

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

Name of Tenderer	Signature	Date

Name of DPW Representative	Signature	Date

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

<b>Project title:</b>	<b>PREVENTATIVE MAINTENANCE, SERVICING &amp; REPAIRS OF STANDBY GENERATORS PORT ELIZABETH AREA OFFICE FOR PERIOD OF 36 MONTHS</b>		
<b>Tender / Quotation no:</b>	<b>PET 15/2023</b>	<b>Reference no:</b>	<b>1696</b>

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

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

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

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

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

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

Tender Number: PET 15/2023

Name of Tenderer .....

☐ EME<sup>2</sup> ☐ QSE<sup>3</sup> ☐ Non EME/QSE (tick applicable box)

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

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

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

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

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

# 1. DECLARATION:

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

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

**Signed by the Tenderer**

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

## DPW-09 PARTICULARS OF TENDERER'S PROJECTS

Project title:	PREVENTATIVE MAINTENANCE, SERVICING & REPAIRS OF STANDBY GENERATORS PORT ELIZABETH AREA OFFICE FOR PERIOD OF 36 MONTHS		
Tender / Quotation no:	PET 15/2023	Closing date: Tuesday, 03 October 2023	Time: 11H00

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

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

#### 1.1. Current projects

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



1.2. Completed projects

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

Name of Tenderer	Signature	Date

## PA-16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

### 1.2 Preference Points System to be applied

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

### 1.3 Points for this tender shall be awarded for:

1.3.1 Price: Maximum 80 points

1.3.2 Specific Goals: Maximum 20 points

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

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

### 1.5 Breakdown Allocation of Specific Goals Points

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

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

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

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

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

## 2. DEFINITIONS

- “tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- “price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- “rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- “tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- “the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

**80/20      or      90/10**



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

Where

Ps = Points scored for price of tender under consideration  
Pt = Price of tender under consideration  
Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1,2 and 3 above as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
  - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

**(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.**

**Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)**

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. An EME or QSE or any entity which is at least 51% owned by black people	10	
2. <b>Located in Eastern Cape</b> for work to be done or services to be rendered in the <b>Eastern Cape</b> area	2	
3. An EME or QSE or any entity which is at least 51% owned by black women	4	
4. An EME or QSE or any entity which is at least 51% owned by black people with disability	2	
5. An EME or QSE or any entity which is at least 51% owned by black youth	2	

#### DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

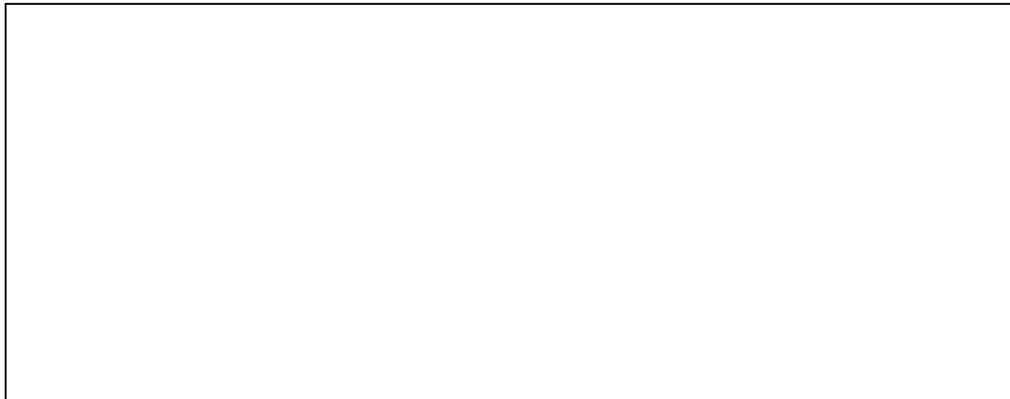
[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;



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



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

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

I, the undersigned,

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

Hereby declare under oath as follows:

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

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

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

- The Enterprise is \_\_\_\_\_ % Black Owned
- The Enterprise is \_\_\_\_\_ % Black Female Owned
- The Enterprise is \_\_\_\_\_ % Owned by Black Designated Group (provide Black Designated Group Breakdown below as per the definition in the table above)
  - o Black Youth % \_\_\_\_\_ %
  - o Black Disabled % \_\_\_\_\_ %
  - o Black Unemployed % \_\_\_\_\_ %
  - o Black People living in Rural areas % \_\_\_\_\_ %
  - o Black Military Veterans % \_\_\_\_\_ %

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

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

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

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

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

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

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

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

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

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

**BID NUMBER: PET 15/2023**

**PREVENTATIVE MAINTENANCE, SERVICING & REPAIRS OF STANDBY GENERATORS PORT ELIZABETH AREA OFFICE FOR PERIOD OF 36 MONTHS**

**SPECIAL CONDITIONS OF BID (SCB-1)**

**1 INTERPRETATION**

- 1.1 The word "Bidder" in these conditions shall mean and include any firm of Contractors, Services Providers or any company or body incorporated or unincorporated or any other legal entities.
- 1.2 The word "Department" in these conditions shall mean the DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE
- 1.3 Any reference to words "Bid" or "bidder" herein and or any other documentation shall be construed to have the meaning as the words "Tender" or Tenderer".

**2 PRECEDENCE**

- 2.1. If any other condition (bid rule) in the bid document is in contradiction with the "Special Conditions of Bid" the "Special Conditions of Bid" will take preference.
- 2.2. The "Special Conditions of Bid" can only be amended by an official addendum before the closing date of the bid.

**3 GENERAL BID RULES**

- 3.1. "Written" or "in writing" means hand-written in non-erasable ink or any form of electronic or digital writing and or a combination thereof.
- 3.2. The digital and or electronic completion and signing of documents is permitted.
- 3.3. A bidder participates in this bid process entirely at its own risk and cost.
- 3.4. The Department may accept or reject any bid offer and may cancel the bid process (or reject all bid offers at any time) prior to the formation of a contract, due to the following:
  - 3.4.1. due to changed circumstances, there is no longer a need for the goods or services specified in the invitation;
  - 3.4.2. funds are no longer available to cover the total envisaged expenditure;
  - 3.4.3. no acceptable tender is received;
  - 3.4.4. there is a material irregularity in the tender process; or
  - 3.4.5. there is material change in the scope of works.
- 3.5. The Department shall not accept or incur any liability for such cancellation or rejection or acceptance, but will give written reasons for such action upon receiving a written request to do so.
- 3.6. Completed bid documents in a sealed envelope, endorsed with the relevant bid number, bid description and the closing, must be deposited in the bid box as indicated in the bid document.
- 3.7. Bidders must ensure that bids submitted via courier services are deposited by the courier service in the Departmental Bid box, prior to the closing date and time. The Department will not accept responsibility for any bids, which are not timeously deposited in the Bid Box.
- 3.8. A Bid will be treated as a late bid, if it is not received in the bid box. The Department will not accept responsibility for any late depositing of bids or for the non-depositing of bids in the bid box, which are as a result from an act committed or omitted by an official. This is not limited to the following cases:
  - 3.8.1. A Bidder handed over its bid to a departmental official or to the security services personnel timeously, but they omits to deposit the bid in the bid box on or before the closing date and time.
  - 3.8.2. If a courier service delivers the bid to a departmental official or to the security services personnel timeously and it is not deposited in the bid box timeously.
  - 3.8.3. The bid documents were send through mail / Post Office and it is not timely collected and or timely deposited in the Departmental Bid Box.
- 3.9. Bids received after the closing date and time will not be accepted for consideration and where practical, be returned unopened to the Bidder(s).
- 3.10. Bidders who are not registered on the CSD, must register on the CSD within 7 working days, if requested to do so. No award letters or purchase orders or contracts will be signed, with a bidder not registered on the CSD.

- 3.11. The Department will download the following documents, to verify the information submitted by bidders:
- 3.11.1. CSD registration certificate (if the bidder is registered in the CSD)
  - 3.11.2. CIPC registration
  - 3.11.3. CIDB registration
- 3.12. Bidders are not allowed to recruit or shall not attempt to recruit an employee of the Department for purposes of preparation of the bid or for the duration of the execution of this contract or any part thereof.

#### **4 AMBIGUITIES/ CONTRADICTIONS / OMISSIONS**

- 4.1. If a bidder becomes aware of any ambiguities or contradictions or omissions in the bid document or the specifications, drawings or descriptions or functionality or quality, or any part of the bid document, this should be clarified with the Department, at least five (5) working days before the closing time stated in the tender data.
- 4.2. If the Department found, after the closing date of the bid, that there is an ambiguity/ contradiction or omission in the bid document, the Department reserves the right to:
  - 4.2.1. If the ambiguity or contradiction or omission in the bid document is of an administrative nature, request bidders to correct any non-compliances caused by the ambiguity or contradiction or omission or
  - 4.2.2. If the ambiguity or contradiction or omission is immaterial, proceed to finalise the procurement process and notify the delegated authority in the submission of the ambiguity or contradiction or omission for the consideration of the approving authority or
  - 4.2.3. Cancel the bid and process

#### **5 PERIOD OF VALIDITY FOR BIDS AFTER CLOSING DATE**

- 5.1 All Bids must remain valid from the closing date for a period as stipulated in the bid document.
- 5.2 The Department reserves the right to request for the validity extensions of bids, should it deemed necessary. The following conditions will apply when the Department request for a validity extension of a bid:
  - 5.2.1 The request for a validity extension will be done while the validity period of the bids are still valid.
  - 5.2.2 Bidders have the right to refuse the extension of the validity period of their bids.
  - 5.2.3 If a request for validity extensions are send to bidders while the validity period of the bids are still valid, non-replying to the request for validity extension before the expiry date will be deemed a tacit agreement to the extension of the validity period. The Department will communicate with the affected bidders to confirm such tacit agreement.
  - 5.2.4 Should the bidder not agree with the tacit agreement, the bidder shall be deemed to be non-responsive and not considered for further evaluation.
  - 5.2.5 If a bidder(s) refused a validity extension, it will be deemed that the bidder(s) had withdrawn their bids from the bidding process. The Department reserves the right to continue with its bid evaluation and adjudication of the remaining bids and finalise the process.

#### **6 BRAND NAMES**

- 6.1 Wherever a brand name is specified in this bid document (i.e. in the specifications, pricing schedule or bill of quantities or anywhere in this document), the department's requirement is not limited to the specified brand name, but requires an item similar/equivalent or better than specified.

#### **7 CONTRACTUAL PRICE ADJUSTMENTS**

- 7.1 The Bid will not be subjected to any price escalation.

#### **8 AUTHORITY TO SIGN BID DOCUMENTS**

- 8.1 No authority to sign (PA 15.1: Resolution of Board of Directors) is required from an enterprise which has only one director or is a sole ownership.
- 8.2 In the case of a bid being submitted on behalf of a company, close corporation or partnership, evidence should be submitted with the bid at the closing time, that the Bid has been signed by a person properly authorised by resolution of the directors or under the articles of the entity. For that purpose, forms PA-15.1-15.3 (Resolution of Board of Directors) are included in the bid document for completion by the relevant Board(s) of Directors



- 8.3 The department further accepts that, in the absence of a PA 15.1: Resolution of Board of Directors, any director or any member of the enterprise may have the authority to bind the enterprise. Therefore the following will apply when only one director or one member of the enterprise signed the bid documents:
- 8.3.1 The signature of any one of the directors or any one of the members of the enterprise will bind the enterprise and all the directors/ members of the enterprise. This condition will therefore render the bid valid; and
  - 8.3.2 The Department will verify the authority to sign (if deemed necessary) and where possible, may request proof of such authority of the relevant director or relevant member to act on behalf of the enterprise in the form of a “Resolution of the Board of Directors”, if such “, (PA 15.1: Resolution of Board of Directors),” was not submitted with the bid or was not completed or was incorrectly completed,
- 8.4 In the case of a sub-contractor agreement, a joint venture or consortia, the signing of the sub-contractor agreement, or Joint Venture or Consortia agreement by any director or member of each of the parties to the agreement, will render the sub-contractor agreement or Joint Venture or Consortia agreement valid. Therefore:
- 8.4.1 The Department reserves the right to request from each party to the sub-contractor agreement or Joint Venture or Consortia” agreement, proof of such authority of the relevant director or relevant member to act on behalf of the enterprise(s), in the form of a “Resolution of the Board of Directors”, if it was not submitted with the bid or was not completed or was incorrectly completed,
- 8.5 In the event that a non-member or non-director to the enterprise(s) sign the bid documents and or sign a joint venture or consortia agreement, an “Authority to sign” issued by a director of the enterprise(s) or by the Board of Directors of the enterprise(s) must be submitted with the bid at the closing date. Failure to comply with this requirement at the closing date of the bid, will invalidate the bid submitted.

## **9 CONTRACT PERIOD**

- 9.1 The expected contract period is as stipulated in the Contract Data. The construction period is as stipulated within the Contract Data from date of handing over of site in the case of contractors.

## **10 NEGOTIATION WITH THE IDENTIFIED PREFERRED BIDDER**

- 10.1 The Bid will be awarded to the bidder who scores the highest PPPFA number of points:
  - 10.1.1 However, should an offer not be market related, the Department reserves the right to negotiate with bidders a reasonable market price /offer?

## **11 AWARD OF CONTRACTS TO TENDERERS NOT SCORING HIGHEST POINTS**

- 11.1 The Department reserves the right to award the bid to a tenderer, other than the highest scoring bidder, after having applied an objective criteria (i.e risk assessment, as per the risk assessment criteria in the notice to invitation to tender/quote).

## **12 TAX COMPLIANCE**

- 12.1 No tender shall be awarded to a bidder who is non tax -compliant.
- 12.2 All bidders' tax matters must be in order prior to award.
- 12.3 Bidders' tax matters will be verified through CSD.
- 12.4 If the recommended bidder's tax status is non-compliant, the recommended bidder must submit written proof from SARS of their tax compliant status or submit written proof that they have made an arrangement with SARS to meet their outstanding tax obligations.
- 12.5 The recommended bidder will be given a maximum of seven (7) working days to correct their tax compliance status.
- 12.6 Failure to comply within seven (7) working days, from the date of the request, the Department will reject the bid submitted by the bidder.

## **13 REGISTRATION AS A VAT-VENDOR**

- 13.1 Non-VAT vendors do not have to include VAT in their bid prices.
- 13.2 Non-VAT vendors who submit bids for contracts that would, if successful, take their annual turnover above the threshold of R1 million, must include VAT in the prices quoted and must therefore immediately upon award of the contract, register with the South African Revenue Service (SARS) as VAT vendors.



- 13.3 The award of contract would be conditional (for Non-VAT vendors who included VAT in their prices) conditional pending the successful bidder submitting proof of registration as VAT vendor with SARS within 21 days of award.
- 13.4 Failure to comply within 21 days after being notified to do so will lead to the automatic withdrawal of the “provisional letter of award” and elimination of the bidder’s offer.
- 13.5 VAT vendors must include VAT in their bid prices and failure to comply will lead to an automatic elimination of the bidder’s offer.
- 13.6 In all other instances, where bidders have excluded VAT from the prices quoted, if the bidder is successful, the letter of award will clearly state that the price at which the contract is awarded is exclusive of VAT and that VAT will not be added on at any stage after the contract has been signed.
- 13.7 If a Non-VAT vendor/ bidder is contracted with the Department with a price which is Excluded Vat, and it becomes a VAT vendor after award or alternatively becomes a VAT vendor due to a cumulative number of awards, the bidder will have to absorb the adverse financial implications of not including VAT in their price quoted. VAT cannot be claimed from the Department for any payments already made or from any future payments.

#### **14 CERTIFICATION OF DOCUMENTS**

- 14.1 Where so required in the bid documents, bidders are required to submit copies which are certified as a “true copy of the original”.
- 14.2 If a bidder submitted an uncertified copy of an original document, or an original copy which is not correctly certified, the bidder will be afforded an opportunity to correct such non-compliance within a minimum period of 48 hours as follows:
- 14.2.1 The corrected noncompliance must be made from the initial copied document and not from a new document or from another document.
- 14.3 All bidders’ whose copies comply with the minimum requirements above, will be “deemed in order” and will be subjected for consideration in further evaluation processes, even if the Department did not request any corrections.
- 14.4 No submissions of new or alternative documents or certified copies of new or alternative documents will be allowed after the bid closing date.
- 14.5 The Department will not accept a copy of a copied document and will not provide any bidder an opportunity to correct such a non-compliance.

#### **15 REQUIREMENTS FOR A VALID BBBEE CERTIFICATES AND SWORN AFFIDAVITS**

- 15.1 A valid B-BBEE Certificate is a B-BBEE Certificate which has not expired at the closing date of the bid.
- 15.2 A “Sworn Affidavit” must comply with the following minimum requirements at the closing date, to be considered valid. If the submitted “Sworn Affidavit” does not comply with the minimum requirements below, the bidder will not be given an opportunity to correct it:
- 15.2.1 The “Sworn Affidavit” must not be expired at the closing date.
- 15.2.2 The BBBEE Level Contributor must be indicated (ticked)
- 15.2.3 The “Sworn Affidavit” must be signed and dated by the bidder (Deponent).
- 15.2.4 The “Sworn Affidavit” submitted must be signed and stamped by the “Commissioner of Oath”.
- 15.2.5 The “latest financial year-end” field must not be left blank.
- 15.2.6 In respect of “Sworn Affidavits” of the Construction sector, Property Sector, the field (block) where the bidder must confirm its financial information (i.e. Net Assets or Annual Turnover) must be completed (ticked) and must not be left blank or not ticked.
- 15.2.7 The Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest.
- 15.1 The Department will deal with all other matters, which is not listed under the minimum requirements as reflected above, as administrative matters, should it be deemed necessary.
- 15.2 For all sectors (example the construction sector, the property Sector and or any sector), a “Sworn Affidavit” issued in terms of the relevant sector must be used. All the minimum requirements applicable to “valid sworn affidavits” as per this “Special Conditions of Bid” will apply.

#### **16 AWARDING OF POINTS FOR SPECIFIC GOALS (PA-16)**

- 16.1 In accordance with the PPPFA regulations 2022, bidders will not be eliminated if they do not submit a BBBEE – certificate or a “valid sworn affidavits”. The bidder will not be scored for points, but will be evaluated further.

- 16.2 For a bidder to be awarded points for specific goals as per the bid, the bidder must submit proof as specified in the bid document with the bid at the closing date and time.
- 16.3 The requirements of a valid BBBEE-Certificate and or "Sworn Affidavit" as specified in the Special Conditions of Tender applies.
- 16.4 Parties in an unincorporated joint venture must submit its own consolidated B-BBEE certificate, which has not expired at the closing date of the bid.
- 16.5 If a bidder submit with the bid at the closing date the required proof for specific goals, as specified in the bid document, but the proof is not certified or is certified incorrectly, the bidder will be given a minimum of 48 hours to submit a copy which is correctly certified. The copy maybe certified after the closing date of the bid. The copies maybe certified after the closing date of the bid.
- 16.6 Non-submission of the PA-16 form or non-completion the PA-16 form or an incomplete PA-16 form, is not an elimination criteria.
- 16.7 If a bidder submit at the closing date of the bid a valid proof as specified in the bid document, but the bidder's PA 16 is not signed or dated or witnessed or it is not properly completed, or its not completed or submitted or did not claim points, the bidder will be given a minimum of 48 hours to submit or correctly complete its PA 16.
- 16.8 All bidders' whose submitted proof as specified in the bid document and it complies with the minimum requirements above, will be "deemed in order" and will be subjected for consideration in further evaluation, even if the Department did not request any corrections/ certifications.
- 16.9 No submissions of alternative proof for specific goals as specified in the bid document will be allowed after the bid closing date.
- 16.10 Bidders who failed to submit the required proof for points for specific goals, will not be scored for the relevant specific goal(s), but there offers will still be evaluated further.

## **17 BIDDER'S DISCLOSURE/ BIDDER'S DECLARATION (PA - 11)**

- 17.1 The Department will afford a bidder an opportunity to correct its PA-11 form, if the bidder omitted to sign or to complete or to properly complete this form.
- 17.2 A bidder's offer maybe eliminated if the bidder's declaration is proven false during the bid evaluation process.

## **18 FORM OF OFFER AND ACCEPTANCE**

- 18.1 The tender amount in words takes precedence, where there is a discrepancy between the amount in figures, and the amount in words will govern.
- 18.2 The successful bidder will be required to balance its rates prior signing of a contract.
- 18.3 If the tenderer makes an obvious grammatical error in the amount of words, the wording will be compared to all the submitted comparative figures (i.e. the amount in figures on the submitted "Form of Offer and Acceptance" and the amount stipulated in the bills of quantities or the final summary page, or activity schedule or pricing schedule) and if deemed the same:
- 18.3.1 The tenderer's offer will not be disqualified.
- 18.3.2 The tenderer can be requested to correct the error and ratify its "Form of Offer and Acceptance".
- 18.4 If there is no amount in words, the amount in figures on the submitted "Form of Offer and Acceptance" will be compared to all the submitted comparative figures (i.e. the amount stipulated in the submitted bills of quantities or the final summary page or the activity schedule, or the pricing schedule) and if deemed the same:
- 18.4.1 The tenderer's offer will not be disqualified.
- 18.4.2 The tenderer can be requested to correct the omission of the amount in words and ratify its "Form of Offer and Acceptance".
- 18.5 In addition to the above, the form of Offer and Acceptance, must at the closing date of the bid, comply with the following minimum criteria:
- 18.5.1 It must be signed by an authorised person of the Bidder;
- 18.5.2 The Surname with Initials/ Name of the authorised person must be clearly indicated;
- 18.5.3 The date on the form of offer must be completed;
- 18.5.4 The name of the bidder/ legal entity must be clearly indicated.
- 18.6 If both the "amount in words" and the "amount in figures" is not completed, the bid will not be considered further.

## **19 CORRECTION OF ERRORS**

- 19.1 Only the authorised signatory to the tender should initial corrections in the tender document.
- 19.2 All corrections must be in non-erasable ink and the use of correcting fluid (tippex) is prohibited.
- 19.3 In the event that a correction is not initialled or the correction is initialled by a person not having the prescribed authority, the Department will:
  - 19.3.1 Seek the necessary clarification from the tenderer and;
  - 19.3.2 If accepting the response from the tenderer, evaluate the bid further and or;
  - 19.3.3 Allow the tenderer to correct/ ratify any noncompliance, where necessary.

## **20 CONDITIONS WITHDRAWN FROM THE GENERAL CONDITIONS OF CONTRACT**

- 20.1 N/A

## **21 INCOMPLETE SECTIONS OR SCHEDULES IN BID DOCUMENTS**

- 21.1 Bidders' who omitted or incorrectly completed a section(s) or a schedule(s) in the bid document, but have submitted with the bid the required/ specified proof or supportive documents for that particular sections of the document, maybe allowed to correct such non-compliance.

## **22 TESTIMONIALS**

- 22.1 The word "testimonial" and "reference letter" means the same
- 22.2 Testimonials must be submitted with the bid and must comply with the following minimum requirements to be considered valid:
  - 22.2.1 The testimonials must be signed.
  - 22.2.2 The project must be within the period specified in the bid.
  - 22.2.3 The testimonial's contract period and R- value must be for a single contract and not the sum of various contracts.
  - 22.2.4 The project must have a minimum contract period as specified in the bid.
- 22.3 The testimonial must clearly indicate the contract start date and contract end date/ practical completion date.
  - 22.3.1 The testimonial must indicate the client's name, contact particulars and Email address.
  - 22.3.2 The testimonial must be dated.
  - 22.3.3 The testimonial must be stamped by the client. If the testimonial is not stamped, the Department may still consider the testimonial after the authenticity has been verified by the Department.
- 22.4 In the case of a rates based contract, the actual expenditure or work certified will be deemed the contract value.
- 22.5 The bidders performance should be indicated in the testimonial either as (or indicated as a combination of):
  - 22.5.1 An unacceptable performance or
  - 22.5.2 Not unacceptable, but needs Improvement or
  - 22.5.3 A Satisfactory performance or
  - 22.5.4 Above Satisfactory
  - 22.5.5 Excellent performance
- 22.6 If the bidder's performance is not indicated in the testimonial, the Department will deemed that the bidder's performance was unsatisfactory and will not verify the contrary.
- 22.7 It is the bidder's responsibility to ensure that their references are contactable.
- 22.8 The Departmental will only engage once with the bidder to provide alternative contact numbers to verify the testimonial, if it is not contactable on the Department's first attempt.
- 22.9 If the Department receives no response on the bidder's testimonials, the bidder will be deemed to have performed unsatisfactory work on the relevant project. Also a "no comment" reply will be deemed as an unsatisfactory performance.
- 22.10 Bidders will not be afforded to submit new testimonials, if there initial references/ testimonials are not responding.
- 22.11 An appointment letter/ award letter and or signed contract are not accepted as a testimonial.

22.12

Bidders may use the testimonial template provided in the bid document (if included in the Bid Document) or may use the format of their clients. The testimonial must cover the minimum requirements as specified in this special conditions.

### **POINTS FOR SPECIFIC GOALS**

- 22.13 To qualify for points for Specific goals, as specified in the “Invitation to Bid” and the “PA-16”, bidders must comply with the requirements at the closing date of the bid.
- 22.14 It is the bidder’s responsibility to ensure that it submit the correct evidence at the closing date of the bid, for the validation of the points the bidder is claiming.
- 22.15 Bidder’s will not be given an opportunity to submit evidence after closing date, if the evidence is not submitted or if incorrect evidence was submitted.

### **23 THE OTHER ADDITIONAL INFORMATION WHICH MAY BE REQUIRED FOR EVALUATION**

<b>CRITERIA</b>	<b>SPECIAL CONDITIONS OF BID</b>
a) A close corporation, incorporated prior to 1 May 2011 under the Close Corporations Act, 1984 (Act 69 of 1984, as amended)	Copies of the Founding Statement - CK1
b) A profit company duly registered as a private company. [including a profit company that meets the criteria for a private company, whose Memorandum of Incorporation states that the company is a personal liability company in terms of Section 8(2)(c) of the Companies Act, 2008 (Act 71 of 2008, as amended)].	Copies of: i. Certificate of Incorporation - CM1; ii. Shareholding Certificates of all Shareholders of the company, plus a signed statement of the company’s Auditor, certifying each Shareholder’s ownership / shareholding percentage relative to the total; and/or iii. Memorandum of Incorporation in the case of a personal liability company.
c) A profit company duly registered as a private company in which any, or all, shares are held by one or more other close corporation(s) or company(ies) duly registered as profit or non-profit company(ies).	Copies of documents referred to in a. and/or b. above in respect of all such close corporation(s) and/or company(ies).
d) A profit company duly registered as a public company.	Copy of Certificate of Incorporation - CM1, and a signed statement of the company’s Secretary or Auditor confirming that the company is a public company.
e) A non-profit company, incorporated in terms of Section 10 and Schedule 1 of the Companies Act, 2008 (Act 71 of 2008, as amended).	Copies of: i. The Founding Statement - CK1; and ii. The Memorandum of Incorporation setting out the object of the company, indicating the public benefit, cultural or social activity, or communal or group interest.
f) A natural person, sole proprietor or a Partnership	Copy(ies) of the Identity Document(s) of: i. such natural person/ sole proprietor, or each of the Partners to the Partnership.
g) A Trust	Deed of Trust duly indicating names of the Trustee(s) and Beneficiary (ies) as well as the purpose of the Trust and the mandate of the Trustees.

### **24 DISCLAIMER**

24.1 It is impractical and cumbersome for the Department to communicate with all qualifying bidders to correct/ ratify all eligible matters as articulated in this “Special Conditions of Bid”. The Department therefore reserves the right and discretion, during its evaluation and other administrative processes to:

- 24.1.1 Limit its correspondences for corrections/ ratifications/ clarities to potential higher point scoring bidders only and to
- 24.1.2 Further evaluate any potential qualifying lower scoring bidder(s) as “deemed responsive” or giving points, etc, without requesting the corrections/ ratifications of a matter which is eligible as per the “Special Conditions of Bid”.

- End Special Conditions of Bid -

(Version: Approved 29 August 2023)

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

## **SEPT. 2005 VERSION 1**

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

**1. DEFINITIONS**

1.1. *The following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:*

1.1.1. *"Additional Services" are increases in the quantity of the routine Services detailed in the Scope of Works.*

1.1.2. *"Bill of Quantities" means the document so designated in the Pricing Data that describes the Services and indicates the quantities and rates associated with each item which the Employer agrees to pay the Service Provider for the Services completed;*

1.1.3. *"Certificate of Completion" means the certificate issued by the Service Manager signifying that the Contract has expired;*

1.1.4. *"Commencement Date" means the date on when the Service Provider is notified of the Employer's acceptance of its offer;*

1.1.5. *"Contract" means the Contract signed by the Parties and of which these Conditions of Contract form part of, and such amendments and additions to the Contract as may be agreed in writing between the Parties;*

1.1.6. *"Contract Data" means the specific data, which together with these Conditions of Contract, Scope of Works and Pricing Data collectively describe the risks, liabilities and obligations of the contracting Parties and the procedures for the administration of the Contract;*

1.1.7. *"Contract Period" is from Commencement Date for the period stated in the Contract Data;*

1.1.8. *"Contract Price" means the price to be paid for the Services in accordance with the Pricing Data, subject to such additions thereto or deductions there from as may be made from time to time under the provisions of the Contract;*

1.1.9. *"Contract Sum" refers to the amount stated by the Service Provider in the Form of Offer and Acceptance;*

1.1.10. *"CPAP" means contract price adjustment provisions used for the adjustment of fluctuations in the cost of labour, plant and materials and goods as stated in the Contract Data;*

1.1.11. *"Day" means a calendar day;*

1.1.12. *"Drawings" means all drawings, calculations and technical information which are made available to the Service Provider for inspection at a venue and time to be announced by the Service Manager and any modifications thereof or additions thereto from time to time approved in writing by the Employer or delivered to the Service Provider by the Employer;*

1.1.13. *"Employer" means the contracting Party named in the Contract Data who appoints the Service Provider;*

1.1.14. *"Equipment" includes all appliances, tools implements, machinery, articles and things of whatsoever nature required in or for the rendering, completion or defects correction of the Services but does not include materials;*

1.1.15. *"Facilities" means the land and buildings, detailed in the Scope of Works, and any additions, or omission thereto, made available by the Employer for the purposes of the Contract, on, under, over, in or through which the Services are to be rendered or carried out;*

1.1.16. *"Form of Offer and Acceptance" means the written communication by the Employer to the Service Provider recording the acceptance of the Service Provider's offer;*



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

## **2. INTERPRETATION**

- 2.1.** *In this Contract, except where the context otherwise requires:*
- 2.1.1** *The masculine includes the feminine and the neuter, vice versa;*
- 2.1.2** *The singular includes the plural; and vice versa*
- 2.1.3** *Any reference to a natural person includes a body corporate, firm, association or consortium/joint venture/partnership, vice versa.*
- 2.2.** *The headings to the clauses of this Contract are included for reference purposes only and shall not affect the interpretation of the provisions to which they relate.*
- 2.3.** *Words and phrases defined in any clause shall bear the meanings assigned thereto.*
- 2.4.** *The various parts of the Contract are severable and may be interpreted as such.*

2.5. *The expressions listed in clause 1 bear the meanings as assigned thereto and cognate expressions bear corresponding meanings.*

2.6. *If any provision in a definition clause is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive clause in the body of the Contract, notwithstanding that it is only contained in the interpretation clause.*

### 3. DURATION

3.1. *The rights and obligations of the Parties to this Contract shall commence on the Commencement Date.*

3.2. *Subject to the terms of clauses 33 and 34 relating to breach and termination respectively, the Contract will commence on the Commencement Date and terminate on the expiry of the Contract Period, unless it is extended in terms of clause 3.3.*

3.3. *The terms or duration of the Contract may be extended as a result of bona fide negotiations between the Parties. No extension of term or duration of the Contract shall however be valid unless the terms and conditions of such extension has been reduced to writing and signed by the authorised representatives of both Parties.*

### 4. RIGHTS AND OBLIGATIONS OF THE EMPLOYER

4.1. *The Employer shall give access to or supply the Service Provider with:*

4.1.1 *All relevant, available data and information required and requested by the Service Provider for the proper execution of the Services; and*

4.1.2 *Such assistance as shall reasonably be required by the Service Provider for the execution of its duties under the Contract.*

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

5.1. *The Service Provider shall, in executing his obligations, comply with the Service Manager's written instructions on any matter relating to the Services.*

5.2. *The Service Provider shall take instructions only from the Service Manager or other persons authorised by the Service Manager in terms of Clause 6.*

5.3. *The Service Provider shall not have the power of attorney or authority to enter into any contract or to otherwise bind or incur liability on behalf of the Employer, save where prior written authorisation has been obtained.*

5.4. *The Service Provider shall ensure that it, its employees, agents and representatives have the relevant experience and capacity necessary for rendering of the Services with the reasonable degree of skill, care and diligence that may be expected of professionals providing services similar to the Services.*

5.5. *Should any member of the Service Provider's team, in the opinion of the Service Manager or occupants of the Facilities, misconduct himself or is incompetent or negligent in the delivery of the Services, or whose presence on the Facilities is otherwise considered by the Service Manager, or occupants of the Facilities, on reasonable grounds, to be undesirable, the Employer may, in writing and together with reasons therefor, request that such person be removed. Such person shall not again be employed on the Services without the prior written consent of the Employer.*

5.6. *The Service Provider undertakes to effect such removal, as referred to in 5.5 above, within a day of receipt of the Employer's written request.*

5.7. *The Service Provider shall ensure that reasonable levels of care and responsibility are exercised when using items belonging to the Employer in the delivery of the Services.*



5.8. *During the ongoing provision of the Services the Service Provider shall at all times keep the Facilities clean and in a safe condition.*

5.9. *Notwithstanding anything herein contained to the contrary, it is specifically agreed that the appointment of the Service Provider shall not create an employment contract or relationship between the Parties and the Service Provider or his employees shall therefore not be entitled to any benefits to which the employees of the Employer may be entitled.*

## 6. SERVICE MANAGER

6.1. *The Service Manager shall administer the Contract on behalf of the Employer in accordance with the provisions of the Contract.*

6.2. *The Service Manager may delegate any of his powers and authority and may cancel such delegation, on the prior written notification thereof to the Service Provider.*

6.3. *Such delegation shall continue in force until the Service Manager notifies the Service Provider in writing that the delegation is terminated.*

6.4. *The Service Provider may at any time, prior to giving effect thereto, refer any written order or instruction of the Service Manager's delegatee to the Service Manager who shall confirm, reverse or vary such order or instruction.*

## 7. SECURITY

7.1. *The Service Provider shall provide to the Employer security in the amount and in the form set out in the Contract Data and any expenditure incurred in doing so shall be borne by the Service Provider.*

7.2. *Should the Service Provider fail to select the security to be provided or should the Service Provider fail to provide the Employer with the selected security within 21 days from Commencement Date, it shall be deemed that the Service Provider has selected a security in the form of a retention of 2.5 % of the Contract Sum (excl. VAT).*

## 8. SECURITY CLEARANCE

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

8.2. *It is required that all persons engaged in the rendering of the Services shall be easily identifiable and where required, security cleared.*

## 9. CONFIDENTIALITY

9.1. *The Service Provider undertakes to keep any and all information, of whatever nature, relating to the Contract or which he becomes privy to due to his presence at the Facilities, strictly confidential and such shall not be sold, traded, published or otherwise disclosed to anyone in any manner whatsoever, including by means of photocopy or other reproduction, without the Employer's prior written consent. As disclosure or improper use of the confidential information, without the Employer's prior written consent, will cause the Employer harm:*

9.1.1 *the Service Provider shall be liable for any loss or damages suffered by the Employer and shall indemnify the Employer against any claims by third parties as a result of such unauthorised disclosure or use thereof, either in whole or in part; and/or*

9.2.1 *the Employer shall be entitled to cancel the Contract*

9.2. *The Service Provider shall be entitled to disclose such confidential information to the following persons, who have a clear need to know interest, in order to assist with the rendering of the Services on the Contract:*

9.2.1 *employees, officers and directors of the Service Provider; and*

9.2.2 *any professional consultant or agent retained by the Service Provider for the purpose of rendering the Services, provided that the identity of such consultant or agent is made known to the Employer in writing and the Employer acknowledges in writing that the confidential information may be disclosed to such person.*

9.3. *The Service Provider shall be responsible for ensuring that all persons to whom the confidential information is disclosed under this Contract shall keep such information confidential and shall not disclose or divulge the same to any unauthorised person.*

9.4. *The confidential information shall remain the property of the Employer and the Employer may demand the return or destruction thereof, at the cost of the Service Provider, at any time upon giving written notice to the Service Provider. Within ten (10) days of receipt of such notice, the Service Provider shall return all of the original confidential information and shall destroy all copies and reproductions (both written and electronic) in its possession or in the possession of persons to whom it was disclosed and furnish a certificate to the Employer stating as much.*

10. **AMBIGUITY IN DOCUMENTS**

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

11. **INSURANCES**

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

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

12.1. *The Service Provider shall provide the Employer, within 21 days of the Commencement Date, with an acceptable health and safety plan and such other information required in terms of the Occupational Health and Safety Act (85 of 1993).*

12.2. *The Service Period shall commence 30 days from Commencement date, or on such other date as maybe specified in the Contract Data*

12.3. *Notwithstanding the provision of 12.2, the Service Provider shall be given access to the Facilities or portions thereof, only after the provision by the Service Provider of an acceptable health and safety plan and of security clearance being obtained in terms of Clauses 12.1 and 8.1 respectively.*

12.4. *The Service Provider shall be given access to the Facilities or portions thereof and shall render the Services in accordance with its programme, referred to in clause 13 or after the receipt by him of a written instruction to this effect.*

12.5. *If the Employer fails to give the Service Provider access to the facility or any portion thereof for any reason other than default by the Service Provider and the Service Provider suffers additional costs as a result thereof, the Service Provider shall be entitled to make a claim therefor provided that the Service Provider is able to prove his claim and that he has taken all reasonable steps to mitigate the additional costs.*

13. **PROGRAMME**

- 13.1. *The Service Provider shall deliver to the Service Manager within 14 days from Commencement Date, a realistic programme and a cash flow for the delivery of the Services. The programme shall describe and detail the order in which the Services are to be rendered and shall be subject to the approval of the Service Manager, which written approval shall not be unreasonably withheld.*
- 13.2. *The Service Provider shall, on receipt of a written request from the Service Manager, furnish the Employer with any documents or information, of whatever nature, in support of the programme and/or in relation to the manner in which the Services are to be rendered and/or the resources to be supplied and used in the rendering of the Services and/or progress of the various parts of the Contract; and/or a detailed cash flow forecast.*
- 13.3. *A programme and the cash flow forecast will be submitted in terms of 13.1 and reviewed quarterly or as circumstances may require.*
- 13.4. *Agreement to the programme by the Service Manager or any adjustment thereto will not alter the responsibilities of the Service Provider in terms of this Contract.*

#### **14. SUBCONTRACTING**

- 14.1. *The Service Provider may subcontract any part of the Services at its discretion. The subcontracts shall incorporate the applicable terms, conditions and requirements of this Contract.*
- 14.2. *Subcontracting by the Service Provider shall not be construed as relieving the Service Provider from any obligations under the Contract or imposing any liability on the Employer.*

#### **15. INTELLECTUAL PROPERTY RIGHTS INDEMNITY**

- 15.1. *The Service Provider undertakes to obtain the necessary consent from the proprietors or their licensees should the Service Provider make use of the intellectual property of any other person.*
- 15.2. *The Service Provider further indemnifies the Employer against any claim or action (including costs on an attorney and client scale) caused by or arising from the failure to obtain such consent.*

#### **16. COMPLIANCE WITH LEGISLATION**

- 16.1. *This clause applies to legislation emanating from national and provincial government as well as that of any local authorities in whose area of jurisdiction the Facilities fall and which have a bearing on the delivery of the Services and Facilities under this Contract.*
- 16.2. *All the applicable legislation, which does not specifically allow discretion in respect of compliance by the Employer, shall be followed exactly as intended by such legislation regardless of any instructions, verbal or in writing, to the contrary.*
- 16.3. *Should any applicable legislation allow discretion in respect of compliance by the Employer it shall be followed exactly as intended by the relevant legislation as if no discretion is allowed until such time as specific instructions in writing are issued to the Service Provider by the Service Manager.*
- 16.4. *The Service Provider shall in the provision of the Services comply with the provisions of, and give all notices and pay all fees, taxes, levies and other charges required to be given or paid in terms of any legislation or imposed by any other body or person. The Service Provider hereby indemnifies the Employer against any liability for any breach of the provision of this clause.*
- 16.5. *It is the responsibility of the Service Provider to obtain the consents, permissions and/or permits, referred to in Clause 16.4, in the provision of the Services.*

16.6. *The Service Provider shall not have a claim against the Employer, and the Employer shall not be liable to refund the Service Provider for any of the fees, taxes, levies and other charges referred to Clause 16.4.*

## 17. REPORTING OF INCIDENTS

- 17.1. *In addition to the above, the Service Provider shall, as soon as possible, notify the Employer in writing of any incidents at the Facilities, which resulted or could have resulted in damage to property or injury or death to persons.*
- 17.2. *The Service Provider shall verbally notify the Service Manager of any of the incidents referred to in 17.1 immediately after the occurrence thereof.*
- 17.3. *The Service Provider shall follow up the verbal notification referred to in 17.2 with a detailed written report on such incidents to the Service Manager within the time frame indicated by the Service Manager, but in any event within 48 hours of the incident.*
- 17.4. *The written report referred to in 17.3 shall provide for all incidents, which resulted in injury, death or damage to property.*
- 17.5. *The Service Provider shall notify the Employer immediately, on becoming aware of the Contract requiring him to undertake anything that is illegal or impossible*

## 18. NUISANCE

- 18.1. *The Service Provider shall deliver the Services in a manner that shall not cause unnecessary noise, nuisance, or hinder the normal activities in the Facilities.*
- 18.2. *The Service Provider hereby indemnifies the Employer against any liability arising out of the Service Provider's non-compliance with his obligations in terms of Clause 18.1.*

## 19. MATERIALS, WORKMANSHIP AND EQUIPMENT

- 19.1. *All Services delivered, and materials and workmanship shall comply with the requirements of this Contract, the manufacturer's specification; good industry practice and the Service Manager's written instructions and shall be suitable for the purpose intended.*
- 19.2. *The Service Provider shall, in accordance with the Scope of Works or if instructed by the Service Manager, carry out tests demonstrating the acceptability of the relevant Services provided, or the suitability of materials or equipment to be used.*
- 19.3. *The Service Provider shall provide all necessary assistance, labour, materials, testing equipment and instruments for the purpose of such tests to be performed by himself or, if so instructed by the Service Manager, for the purposes of tests to be performed by any other person.*
- 19.4. *All costs for tests carried out shall be deemed to be included in the Service Provider's prices*
- 19.5. *Copies of the reports on the tests referred to in Clause 19.2 shall be forwarded by the Service Provider to the Employer within 10 days of the tests being completed.*

## 20. URGENT WORK

- 20.1. *The Employer may, by itself or through another service provider, effect any remedial or other repair work which becomes necessary due to no act or omission on the part of the Service Provider.*
- 20.2. *If the remedial or repair work became necessary due to an act or omission on the part of the Service Provider, its employees, agents or representatives, the Service Provider shall effect such remedial or repair work at its own cost.*
- 20.3. *If the remedial or repair work is urgently necessary due to an act or omission on the part of the Service Provider, its employees, agents or representatives and the Service Provider*

*refuses to or is not available or able to effect such remedial or repair work, the Employer may effect such remedial or repair work either by itself or through another service provider.*

- 20.4. *If the Employer effects the remedial or repair work in terms of 20.3, then the Employer may recover such costs, losses or damages from the Service Provider or by deducting the same from any amount still due under this Contract or under any other contract presently or hereafter existing between the Employer and the Service Provider and for this purpose all these contracts shall be considered one indivisible whole.*

## **21. INDEMNIFICATIONS**

- 21.1. *The Service Provider shall be liable for and hereby indemnifies the Employer against any liability, claim, demand, loss, cost, damage, action, suits or legal proceedings whether arising in common law or by statute consequent upon:*

- 21.1.1 *personal injuries to or the death of any person arising out of, related to, occasioned by, attributed to, or in the cause of or caused by the rendering of the Services;*
- 21.1.2 *loss of or damage to any movable or immovable or personal property or property contiguous to the Facilities whether belonging to or under the control of the Employer or any other body or person arising out of, related to, occasioned by, attributed to, or in the cause of or caused by reason of the rendering of the Services;*
- 21.1.3 *any liens, attachments, charges or other encumbrances or claims upon or in respect of any materials parts, work-in-process or finished work furnished to, or in respect of which any payment has been made by the Employer.*

- 21.2. *The Employer accepts liability for all acts or omissions of its employees, agents or representatives.*

## **22. VARIATIONS**

- 22.1. *The Employer may at any time during the Contract Period, vary the Services by way of additions, omissions, or substitutions.*
- 22.2. *No variation by the Employer of whatever nature shall vitiate the Contract.*
- 22.3. *Any Services required by the Employer outside of the Services as referred to in the Scope of Works will be regarded as being Identified Projects and shall be dealt with under clause 23 and shall be executed as a variation order.*
- 22.4. *The Service Provider shall inform the Employer of any instructions that are deemed to be Additional Services prior to such instructions being executed.*
- 22.5. *Additional Services will only be executed by the Service Provider after receipt by him of a written instruction from the Service Manager.*
- 22.6. *If no prior written authorisation, as required in 22.5 above, has been obtained, the Employer shall not reimburse the Service Provider for the Additional Services so executed, and the Service Provider agrees that it shall not have a claim for payment for such Additional Services.*
- 22.7. *The Additional Services will be valued at the rates in the Pricing Data.*

## **23. IDENTIFIED PROJECTS**

- 23.1. *The Service Provider shall inform the Employer of any instructions that are deemed to be Identified Projects prior to such instructions being executed.*
- 23.2. *The Employer is not obliged to engage the services of the Service Provider on Identified Projects. The Employer may, by itself, through another service provider or through the Service Provider effect the services/works under Identified Projects.*



- 23.3. *Identified Projects will only be executed by the Service Provider after receipt by him of a written instruction from the Service Manager.*
- 23.4. *If no prior written authorisation, as required in 23.3 above, has been obtained, the Employer shall not reimburse the Service Provider for the Identified Projects so executed, and the Service Provider agrees that it shall not have a claim for payment for such Identified Projects.*
- 23.5 *In respect of the Identified Projects, the written instruction referred to in 23.3 shall:*
- (a) describe the services/works required to be executed by the Service Provider under the Identified Project;*
  - (b) state the due commencement and completion dates of the relevant Identified Project;*
  - (c) state the total cost of the relevant Identified Project as agreed to between the Parties; and*
  - (d) any additional requirements, conditions of contract and/or restrictions, other than those already stated in the Contract, that will be applicable.*
- 23.6 *Within 14 days of receipt of the written instruction referred to in 23.5, the Service Provider shall furnish the Employer with a realistic programme and a cash flow for the relevant Identified Project as required in 13.*
- 23.7 *Where an Identified Project comprises services/works that are of the same or similar character executed under the same or similar conditions as those to which the rates in the Pricing Data apply, it shall be valued at such rates.*
- 23.8 *Where an Identified Project comprises services/works that are not of the same or similar character executed under the same or similar conditions as those to which the rates in the Pricing Data apply, it shall be valued at market related rates to be agreed to in writing between the Employer and the Service Provider and in advance of executing the Identified Project. Failing agreement, the rates applicable shall be as determined by the Employer.*
- 23.9 *If the Service Provider fails to complete the Identified Project by the completion date specified in the written instruction referred to in 23.3, then the Service Provider will be liable for a penalty, at the rate stated in the Contract Data, for every day that lapses from the due completion date of the relevant Identified Project to the date of the actual completion of such Identified Project.*
- 23.10 *If the Identified Projects are delayed by variations, omissions, additions, substitutions or organised work stoppages by any workman not due to any action on the part of the Service Provider, exceptionally inclement weather, any substantial increase in provisional quantities or any other cause beyond the Service Provider's control, including delays caused by the Employer, then the Service Provider shall be entitled to apply in writing within 21 days of the cause of delay arising to the Service Manager for extension of the due completion date of the relevant Identified Project stating the cause of delay and period of extension applied for.*
- 23.11 *If during the period for completion of the Identified Project or any extension thereof abnormal rainfall or wet conditions occur, the formula below shall be used to calculate separately the delay for each calendar month or part thereof. It shall be calculated each month during the period referred to herein above, or until the issue date of the certificate of completion for the relevant Identified Project, whichever is the shorter period. The delay calculated for a given month shall be used to determine the interim extension of time granted for the month. At the end of the applicable period referred to above, the aggregate of the monthly delays will be taken into account for the final determination of the total extension of time for the Contract:*

$$V = (Nw - Nn) + (Rw - Rn) \\ \times$$

$V =$  Delays due to rain in calendar days in respect of the calendar month under consideration.

$Nw =$  Actual number of days during the calendar month on which a rainfall of Y mm or more per day has been recorded

$Rw =$  Actual rainfall in mm for the calendar month under consideration.

$Nn =$  Average number of days in the relevant calendar month (as derived from existing rainfall records provided in the project specifications) on which a rainfall of Y mm or more per day has been recorded.

$Rn =$  Average rainfall in mm for the calendar month, as derived from the rainfall records supplied in the project specifications.

$X =$  20, unless otherwise provided in the project specifications.

$Y =$  10, unless otherwise provided in the project specifications.

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

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

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

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

Accurate rain gaugings shall be taken at a suitable point on the site daily at 08:00 unless otherwise agreed to by the Service Manager, and the Contractor shall, at his own expense, take all necessary precautions to ensure that the rain gauges cannot be interfered with by unauthorized persons.

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

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

*Service Provider exonerated from liability to pay the penalty stipulated in 23.9 or from specific performance of the service/works within the period in the relevant written instruction.*

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

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

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

- 25.1 The Service Provider shall be liable for a performance deduction, if the Service Provider in rendering any of the Services required under the Scope of Works, as amended from time to time,*
- 25.1.1 delays in performing any of the Services;*
- 25.1.2 fails to perform any of the Services;*
- 25.1.3 fails to perform any of the Services to the standard required in the Scope of Works, as amended from time to time.*
- 25.2 The performance deduction shall be calculated in accordance with the formula detailed in the Scope of Works.*
- 25.3 The Service Provider shall not be liable for a performance deduction, if the Service Provider is unable to perform due to no fault of his own, his employees, agents or representatives.*

## **26. PAYMENTS**

- 26.1 The Service Manager will evaluate the Service Provider's performance on a monthly basis.*
- 26.2 The Service Provider shall submit a monthly certificate taking into account the following:*
- 26.2.1 the assessment of the Services rendered during the assessment month, including routine services, management fees, and services using call down rates;*
- 26.2.2 adjustments in terms of the pricing data;*
- 26.2.3 additional work rendered by the Service Provider;*
- 26.2.4 CPAP adjustment where stated in the Contract Data; and*
- 26.2.5 VAT. Vat will be indicated separately in all documents.*
- 26.3 If the Service Provider elects a security of 2,5% retention, or a 1,25% cash and 1,25% retention, then 5% of all moneys (excl. VAT) in the monthly certificate assessed by the Service Manager as being due to the Service Provider will be retained until such time as the*



*amount retained equals 2.5% or 1,25%, whichever is applicable, of the Contract Sum (excl. VAT)*

- 26.4 *The monthly certificate shall be supported by a detailed report substantiating the Services rendered at each Facility during the month under assessment.*
- 26.5 *The monthly certificate shall be assessed by the Service Manager. If the Service Manager agrees with the certificate, he will issue a statement within 14 days of the receipt of the certificate, taking into account inter alia the following:*
- i. Deductions for penalties;
  - ii. Deductions for overpayments;
  - iii. Deductions for retention
  - iv. Deductions for damages.
- 26.6 *The Service Provider shall, on receipt of the statement referred to in 26.5, issue to the Employer a tax invoice in the amount reflected in the statement. The Employer shall effect payment to the Service Provider within 16 days of receipt of the tax invoice.*
- 26.7 *If the Service Manager does not agree with the certificate issued by the Service Provider in terms of Clause 26.2, the Service Manager shall within 14 days of receipt of the certificate, issue a statement in the amount to which the Service Manager agrees and shall give reasons for rejecting the balance of the claim indicated in the statement.*
- 26.8 *The Service Provider shall furnish the Employer with a tax invoice in the amount indicated in the statement referred to in Clause 26.7.*
- 26.9 *With regards to the claim in dispute, the Service Provider may, within 14 days of the Service Manager issuing the statement referred to in 26.7, submit a revised certificate or a justification for his claim or declare a dispute in terms of 34.*
- 26.10 *If it is later resolved that the amount in dispute or any part thereof is owing to the Service Provider, the Employer shall be liable for interest thereon from 30 days after the issue of the relevant monthly certificate referred to in 26.2 until the date of payment at the interest rate determined from time to time, by the Minister of Finance in terms of section 80 (1)(b) of the Public Finance Management Act, 1999 (Act 1 of 1999), as amended.*
- 26.11 *All the work shall be evaluated in accordance with the provisions of the Pricing Data.*
- 26.12 *In assessing the quality of the work presented by the Service Provider, the Employer may enlist the assistance of third persons. In assessing the work the third person shall act reasonably. The selection of such third persons shall be in the absolute discretion of the Employer and the Service Provider shall abide by such selection.*
- 26.13 *Any and all extra costs incurred by the Service Provider, resulting from the Service Provider having to address and/or rectify queries arising from a claim submitted in respect of work done, shall be for the account of the Service Provider.*
- 27. RELEASE OF SECURITY**
- 27.1 *If the Service Provider has furnished a security by way of a variable guarantee of 2.5% of the Contract Sum (excl. VAT), the security will be reduced and be released in accordance with the provisions of such variable guarantee.*
- 27.2 *If the Service Provider elects to furnish a security by way of a cash deposit of 2.5% of the Contract Sum (excl. VAT), then the security will be released as follows:*
- 27.2.1 *annually in equal portions, subject to 27.2.2 and 27.2.3;*
  - 27.2.2 *95% of the last annual portion of retention shall be released within 30 days of the expiry of the Service Period;*

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

**27.3** *If the form of security selected is:*

- (a) *a retention of 2.5% of the Contract Sum (excl. VAT); or*
- (b) *a 1,25% cash deposit and a 1,25% retention of the Contract Sum (excl. VAT),*

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

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

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

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

## **28. OVERPAYMENTS**

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

## **29. COMPLETION**

**28.1** *At the expiry of the Service Period the Service Manager shall furnish the Service Provider with a written list of Employer's Assets and Data handed over at commencement of the Contract and accumulated during the Contract Period.*

**29.2** *At the expiry of the Contract Period, the Service Manager shall issue to the Service Provider a Certificate of Completion.*

**29.3** *Upon the issue of a Certificate of Completion, unless otherwise provided in the Contract:*

**29.3.1** *The Guarantee shall be returned, if applicable.*

**29.3.2** *The final cash deposit or retention, whichever is applicable, shall be reduced to zero.*

## **30. ASSIGNMENT**

**30.1** *The rights and obligations of the Parties in terms of this Contract shall not be ceded, assigned, delegated, or otherwise transferred, by either Party to any person outside of the Service Provider and the Employer, save with the prior written consent of the other Party.*

**30.2** *Each Party warrants that he is acting as a principal and not as an agent of an undisclosed principal.*

## **31. INDULGENCES**

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

## **32. OWNERSHIP AND PUBLICATION OF DOCUMENTS**

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

### 33. *BREACH OF CONTRACT*

- 33.1 *In the event of a breach by the Service Provider of any of the terms and conditions of this Contract, the Employer shall issue a notice of non-compliance requiring compliance within 10 (ten) days. In the event that the Service Provider fails to remedy such breach on expiry of the notice period, then the Employer shall without prejudice to any other rights that it may have, be entitled to exercise any or all of the following rights:*
- 33.1.1 *Enforce strict compliance with the terms and conditions of the Contract;*
- 33.1.2 *To terminate this Contract without prejudice to any other rights it may have;*
- 33.1.3 *To suspend further payments to the Service Provider;*
- 33.1.4 *To appoint other service providers to complete the execution of the Services, in which event the Service Provider shall be held liable for costs incurred in connection with and arising from the appointment of such a service provider as well as damages suffered.*
- 33.2 *The Service Provider agrees to, within ten (10) days of written request from the Employer, give access to and to make available all information, documents, programmes, advice, recommendations and reports collected, furnished and/or compiled by them to enable the Employer to assume responsibility for and the benefit of the project as a whole.*

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

*33.3.1 enforce strict compliance with the terms and conditions of the Contract; or*

*33.3.2 terminate the Contract by delivering written notice to the Employer to that effect to the extent that such breach is of a material term of this Contract.*

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

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

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

*34.2.1 on breach of this Contract by the Service Provider as stipulated in Clause 33;*

*34.2.2 on commencement of any action for the dissolution and/or liquidation of the Service Provider, except for purposes of an amalgamation or restructuring approved in advance by the Employer in writing;*

*34.2.3 if the Service Provider receives a court order to be placed under judicial management or to commence liquidation proceedings that is not withdrawn or struck out within five (5) days;*

*34.2.4 if the Service Provider informs the Employer that it intends to cease performing its obligations in terms of this Contract;*

*34.2.5 if the Service Provider informs the Employer that it is incapable of completing the Services as described; or*

*34.2.6 if in the opinion of the Employer the Service Provider acted dishonestly;*

*34.3 The Employer reserves the right to, even in the absence of breach or the events referred to in 34, terminate this Contract at any time, by giving one (1) calendar month written notice to the Service Provider.*

*34.4 Further, the Contract shall be considered as having been terminated:*

*34.4.1 where the Employer stops the Contract and/or the Project and instructions to resume or reinstate the Services are not issued within twelve (12) months of the instruction; or*

*34.4.2 if instructions, necessary for the Service Provider to continue with the Services after a stoppage instruction, are not received from the Employer within three (3) months after such instructions were requested by the Service Provider.*

*34.5 Should the Contract between the Employer and the Service Provider, or any part thereof, be terminated by either of the Parties due to reasons not attributed to the Service Provider:*

*34.5.1 The Service Provider will be remunerated for the appropriate portion of the Services satisfactorily completed, calculated in accordance with the agreed rates.*

*34.5.2 Invoices for work done shall be submitted to the Employer within three (3) months after the termination of the Contract, failing which the Employer will not be obliged to pay same.*

*34.5.3 The Service Provider shall not be entitled to advance a right of retention or any similar right if this Contract is terminated and specifically agrees to, within ten (10) days of written request from the Employer, give access to and to make available all information, documents, programmes, advice, recommendations and reports*

*collected, furnished and/or compiled by them to enable the Employer to assume responsibility for and the benefit of the Contract as a whole.*

### 35. DISPUTE RESOLUTION

- 35.1 *In the event of a dispute, the Parties shall endeavour to resolve such dispute through negotiation, in good faith.*
- 35.2 *If the Parties fail to resolve a dispute through negotiation as mentioned in 35.1, within 14 days of a dispute being declared, the Parties may by written agreement refer the matter to mediation.*
- 35.3 *The mediator shall be a person agreed to by the Parties, failing agreement, the President: South African Facilities Management Institute shall nominate the mediator.*
- 35.4 *Whether or not mediation resolves the dispute and irrespective of the outcome of thereof, the Parties shall bear their own costs arising from the mediation and shall equally share the costs of the mediator and related costs. The mediator and the Parties shall, before the commencement of the mediation, agree on a scale of fees on which the mediator's fees will be based.*
- 35.5 *The Parties shall appoint the mediator within 21 days of agreeing to mediate.*
- 35.6 *On appointment of the mediator, the Parties shall jointly with the mediator decide on the procedure to be followed, representation, dates and venue for the mediation.*
- 35.7 *If the dispute or any part thereof is settled, the agreement shall be recorded by the mediator and signed by both Parties. The agreement shall be binding on the Parties to the extent that it correctly records the issues agreed upon between the Parties.*
- 35.8 *If the dispute or any part thereof remains unresolved, it may be resolved by litigation proceedings.*
- 35.9 *If the mediator or any Party, at any time during the mediation process, is of the opinion that the mediation will not resolve the dispute, then he may in writing stop the mediation process. The dispute may then be dealt with in terms of 35.8.*
- 35.10 *Notwithstanding anything else herein contained to the contrary, it is agreed that irrespective of the fact that the dispute is referred to negotiation, mediation or litigation in court, the decision of the Employer on the dispute involved will immediately be given effect to by the Service Provider and the Service Provider shall proceed with the Services with all diligence unless the Parties agree otherwise in writing.*

### 36. GENERAL

- 36.1 *This is the entire Contract between the Parties and may only be amended if reduced to writing and signed by the duly authorised representatives of both Parties, whereafter such amendments will take effect.*
- 36.2 *The Contract shall be governed by, construed and interpreted according to the law of the Republic of South Africa.*

### 37. DOMICILIUM CITANDI ET EXECUTANDI

- 37.1 *The domicilium citandi et executandi of the Parties for all purposes arising from this Contract for the service of notices and legal process shall be as specified by the Parties in the Contract Data.*



*37.2 Each of the Parties shall be entitled at any time by way of written notice to the other Party, to change its domicilium citandi et executandi to another physical address.*

*37.3 Any notice in terms of the conditions of the Agreement must either be:*

*37.3.1 delivered by hand during normal business hours of the recipient; or*

*37.3.2 sent by prepaid registered post to the address chosen by the addressee.*

*37.4 A notice in terms of the provisions of this Agreement shall be considered to be duly received:*

*37.4.1 if hand-delivered on the date of delivery;*

*37.4.2 if sent by registered post as indicated in clause 37.3.2 above, ten (10) days after the date it was posted, unless the contrary is proved.*

*37.5 Notwithstanding anything to the contrary contained or implied in this Agreement, the written notice or communication actually received by one of the Parties from the other, including by way of facsimile transmission, shall be adequate written notice or communication to such Party.*

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

## TERMS OF REFERENCE/ SPECIFICATIONS

**Bid no: PET 15/2023**

**Bid/ Project Description: PREVENTATIVE MAINTENANCE, SERVICING & REPAIRS OF STANDBY GENERATORS PORT ELIZABETH AREA OFFICE FOR PERIOD OF 36 MONTHS**

**BID NUMBER: PET**

**REPUBLIC OF SOUTH AFRICA  
DEPARTMENT OF PUBLIC WORKS**



**BID**

**FOR THE**

***PREVENTATIVE MAINTENANCE, SERVICING & REPAIRS OF STANDBY GENERATORS PORT  
ELIZABETH AREA OFFICE JURISDICTION FOR THE PERIOD OF 36 MONTHS.***

***OFFICE OF THE REGIONAL MANAGER  
DEPARTMENT OF PUBLIC WORKS  
EBEN DONGES BUILDING, HANCOCK STREET  
NORTH END, PORT ELIZABETH  
6056***

***DATE: \_\_\_\_\_***

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***TERM CONTRACT  
FOR***

***PREVENTATIVE MAINTENANCE, SERVICING & REPAIRS OF STANDBY GENERATORS PORT  
ELIZABETH AREA OFFICE JURISDICTION FOR THE PERIOD OF 36 MONTHS..***

***This is a term contract for period of 36 months and it will cover all or some of***

***1***



2.4 This is purely a maintenance term contract valid for 36 months on existing properties.

2.5 As this is day to day maintenance, unplanned and unpredictable the offer of acceptance is therefore an estimate and will vary, meaning that the collective payouts at the end of the 36 months term contract could exceed or be less than the offered amount.

2.6 National Department of Public Works Regional Office Port Elizabeth cannot be held accountable should the total payout at the end of 36 month term be less than the form of offer of acceptance.

### 3. THE BID

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

The text of this BID and other document as prepared by the Department shall be adhered to and no alteration, erasure, omission or addition thereto by the BIDDER shall be accepted.

### 4. DOCUMENTS

Should there be any contradiction between these, the Special Conditions of Contract and the General Conditions of the Contract: PA10, the contradiction must be brought to the attention of the relevant official who will make a ruling, and such ruling will be final.

The following documents shall be read in conjunction with this BID.

- a) The Special Condition: PA-10
- b) Occupational Health and Safety Act, Act no 85 of 1993.
- c) Municipal by-laws and any special requirements of the Local Authority pertaining to this particular term contract.
- d) Special Conditions of Contract (SCC)

The BIDDER shall study these documents and acquaint himself with the contents thereof as no claims in this regard shall be accepted.

The above mentioned documents are available from the office of the Regional Manager, **NDPW, Eben Donges Building, Hancock Street, North End, Port Elizabeth, 6056**

### 5. PROVISIONAL QUANTITIES

All quantities in this BID document are provisional and inserted in order to obtain competitive tenders. The Department reserves the right to increase or decrease quantities and exclude installations during the progress of the contract and such increases or decreases shall not alter the rates for any item.

### 6. RATES

**6.1 Each item to be serviced as listed in this tender document must be priced. "No cost", "R0.00", "Free", "N/A" or unfair and unreasonable tariffs for servicing shall not be accepted and may lead to disqualification of the BID.** The Department reserves the right to make such adjustments to individual tariffs in these schedules as necessary to eliminate errors, discrepancies or what they consider to be unreasonable or unbalanced rates.

**6.2 This is not a lump sum term contract (refer to item 2 prices 2.5).**

**6.8 Any deviation, remarks or refer to where rates are required was not completed will be deemed as an**

**alternative offer and will render the bid non responsive.**

**7. TERM CONTRACT PERIOD, RENEWAL AND TARIFF ADJUSTMENT(DURATION)**

This BID shall be valid for a period of **Thirty-six (36) months** from the commencement date. Unless terminated earlier in terms of any other clause of the Special Conditions of Contract (SCC) is breached.

**8. ACCESS TO PREMISES**

The Contractor undertakes to:

- a) Arrange with the occupants of buildings regarding access to the premises in order to execute the required service.
- b) Take adequate precautions to prevent damage to buildings, to fittings and furnishing inside the premises and elsewhere on the site.
- c) Accept liability and to indemnify the Department against any claims whatsoever arising from his conduct and/or the conduct of his employees.
- d) Safeguard all his employees in accordance with the regulations of the Unemployment Insurance Act 1966, (Act no 30 of 1966) and any amendments thereof.
- e) Comply with all by-laws and requirements of the Local Authority.
- b) Carry out maintenance, servicing and repairs during normal working hours

**9. ACCESS CARDS TO SECURITY AREAS**

Should the work fall within a security area, the Contractor shall obtain, either from the S A National Defense Force, Correctional Services , S A Police Service or Client Department access cards for his personnel and employees who work within such an area.

The Contractor shall comply with any regulations or instructions issued from time to time, concerning the safety of persons and property, by the S A National Defense Force or S A Police Service etc.

**10. SECURITY CHECK ON PERSONNEL**

The Department or the Chief of the S A National Defense Force, Correctional Services or the Commissioner of the S A Police Service may require the Contractor to have his personnel or a certain number of them security classified.

In the event of either the Department, the Chief of S A National Defense Force or the Commissioner of the S A Police Service requesting the removal of a person or persons from the site for security reasons, the Contractor shall do so forthwith and the Contractor shall thereafter ensure that such person or persons are denied access to the site and/or to any documents or information relating to the work.

**11. DRESS CODE**

The following dress code must be adhered to at all times by all workers:

- Workers must have a COMPANY WORK SUIT with the company logo on it.
- Must have clear identification tags with name number and a photograph openly displayed with the company logo as background.
- The dress code must adhere to the OHSA in terms of protection for all workers for this particular service.

Failure to adhere to the above criteria will result in the workers not gaining entry to any site for this particular service

## 12 TRAINED STAFF

The Contractor shall use competent trained staff directly employed and supervised by him and shall take all the necessary steps to maintain the installations and keep it in perfect working condition. The Department reserves the right to inspect the Bidder's premises for plant, equipment and general good management before the bid is awarded.

### Note:

**A Statement of Experience gained and on what type of equipment shall be submitted with the tender.**

## 13 REDUNDANT MATERIAL, RUBBISH AND WASTE

All rubbish and waste shall be removed from the site by the Contractor.

## 14 ASSOCIATED ELECTRICAL WORK

### Note:

**All such work shall be carried out by, or under the supervision of a qualified person, and comply with the Occupational Health and Safety Act (Act No 85 of 1993)**

## 15.1 SCOPE OF CONTRACT

**This contract for *PREVENTATIVE MAINTENANCE, SERVICING & REPAIRS OF STANDBY GENERATORS PORT ELIZABETH AREA OFFICE JURISDICTION FOR THE PERIOD OF 36 MONTHS***, in various areas, namely Military Bases, Police Stations, Correctional Services, State Buildings, Courts, etc. as well as structures falling under the control of the Department or other departments hereafter referred to as "Client" Departments, for a period of 24 (twenty- four) months as specified.

The Contractor shall submit to **Head of the Sub Directorate Technical Maintenance** a **program with fixed calendar dates when equipment will be serviced** within 14 days after the contract has been awarded, to enable the **Head of the Sub Directorate Technical Maintenance** to arrange for inspections.

Any deviations from this program shall be brought to the attention of the **Head of the Sub Directorate Technical Maintenance** by facsimile at least 7 days prior to the due servicing dates. **No services will be carried out without service call out report.**

The Contractor shall supply, at his own cost, all consumable material such as grease, waste, hacksaw blades, welding rods and material for all other forms of welding, insulation tape, cleaning materials and chemicals etc. necessary for the proper execution of repairs, maintenance and servicing. **No claims for consumables shall be accepted.** Where repairs are required to specialize items of equipment the Contractor shall arrange for such work to be carried out by specialists approved by the Department. Should the Contractor wish to make use of sub-contractors, he shall apply to the Department for written approval before making use of their services. **No mark-up or handling fees on sub-contractor's invoices shall be accepted.**

## 16 PREVENTATIVE MAINTENANCE SERVICE SCHEDULES (ANNEXURE A)

Servicing shall be carried out strictly as stated on the service schedules and the Contractor shall after each service submit the service sheet, completed job card and invoices must be handed in to the Registry section at NDPW Port Elizabeth for payment and WCC to the project manager.

**The Contractor shall make his own arrangements for printing and duplicating of service schedules and job cards.**

The service schedule shall be countersigned by the officer in charge (**Head of Facilities**) of the building in which

the equipment is situated and he shall endorse the schedule to the effect that the equipment is, in his opinion, operating satisfactorily.

**17 OFFICIAL ORDER FOR REPAIRS**

- a) An official order for repairs shall be issued to the Contractor by the department.
- b) Instructions for repairs may only be issued to Contractors by officials of this Department (NDPW/ P.E) who are the appointed persons responsible to issue the instruction. For each repair the complaint number issued for that repair as well as details regarding the defects shall be given to the Contractor in writing.

**Any instruction given by the Client and attended to by the contractor will not be honored by NDPW but by the Client Department.**

- c) No payments shall be made for work executed without the necessary written authority, such as official order number and signed job cards.
- e) Payments can be delayed if order number and complaint number do not appear on invoices submitted for payment and incorrect calculations.

**18 EXECUTION OF REPAIRS**

**In the event of repairs having to be carried out urgently during the cause of a programmed service, details of such repairs shall be reported immediately to the Head of the Technical Maintenance for further instructions and/or authority to proceed.**

**No work may be carried out without prior instruction from the Head of the Technical Maintenance.**

**The Contractor shall respond to all normal breakdown calls within 8 (eight) hours of receipt of the call, AND 24 (TWENTY FOUR) NORMAL WORKING HOURS INCLUSIVE OF THE 8 HOUR RESPONSE TIME TO COMPLETE THE REPAIR. Should this not be possible it is the responsibility of the Contractor to obtain an extension of time? The written request shall clearly state all the reasons for the extension request. Permission for extension shall be in writing.**

**For emergency services the response time shall be 2 (two) hours from the receipt of the call night or day. Only breakdowns which affect public health could cause an environmental disaster, or the operation and safety of sensitive equipment, shall be treated as emergency repairs.**

**In the event of the contractor not responding in the required time, the Department reserves the right to call on any other contractor to carry out the service. Any additional cost incurred shall be for the account of the successful bidder.**

**19 JOB CARDS FOR REPAIRS**

Job cards shall be completed in all respects for each and every repair undertaken. Job cards shall be in accordance with the example included in this document and duplicating or printing thereof shall be for the Contractor's own cost.

**Job cards shall be completed in duplicate, legibly in ink after completion of each repair and all unused lines shall be ruled through. The job card must be submitted with the invoice, the contractor shall submit a copy of the fully completed job card to the User Department for audit purposes and for verification of the deletion of the unused lines. Incomplete and incorrect job cards shall be returned to the contractor with his invoice.**

**20 ACCOUNTS FOR SERVICING AND REPAIRS**

Accounts for servicing shall be accompanied by a Service Schedule.



Accounts for repairs executed, shall be accompanied by a job card.

The contractor shall cross-reference all prices and tariffs on invoices with the applicable prices and tariffs in the tender document.

**N.B**

- Services are not compulsory
- Services can be cancelled at the CWM discretion
- Services can only be executed on the receiving of a call center complaint from CWM
- Services completed without call center complaint will not be paid by DPW
- The Department will not pay services requested by our Clients to the Contractor and attended by the Contractor without NDPW Official.

**Note:**

Any overpayments discovered at a later stage shall be rectified and the Department shall recover the overpayment.

The appointed bidder shall structure his quote and invoice to include the item numbers as per the Tender Document.

21.

**PAYMENT TO CONTRACTORS**

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

21.1

**CONTRACTORS QUOTATIONS, ORDER NUMBER AND INVOICES**

- Prices must be clear with no corrections, no tippex must be used on the quotation and invoice
- No physical corrections on either the quotation or invoice will be accepted
- The price on the invoice must correspond with the price on the quotation and order number.
- Because of the nature of services and repair work, being mostly of an urgent nature, the order will only remain active for payment for a period of twenty four (24) months. Contractors must thus ensure that their invoices and supporting documents are submitted within a period of three months or give written notice via fax or letter to the Head: Supply Chain Management, citing the problem.

21.2

**CRITERIA APPLICABLE TO TAX INVOICES**

**A tax invoice must contain the following:**

- The words 'tax invoice' in a prominent place;
- the name, address and registration number of the supplier;
- the name and address of the recipient;
- an individual serialized number and the date upon which the tax invoice is issued
- a description of the goods or services supplied;
- the quantity or volume of the goods or services supplied;
- either-
  - (i) The value of the supply, the amount of tax charged and the consideration for the supply; or
  - (ii) Where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.
- close corporation of company registration number

22.

**PROFIT ON MATERIAL (NON-SCHEDULE ITEMS)**

Percentage mark-up is allowed on non-scheduled material, equipment and requirements only and not

on labour, transport and sub-contractor's services. The percentage mark-up will be calculated on the price excluding VAT. Suppliers invoice may be requested by CWM for items above R2000.00

## 22.1 REQUEST FOR SUPPLIERS INVOICE FOR NON SCHEDULE ITEMS (NSI)

Request for a SUPPLIERS INVOICE for NSI will be requested by the Works Managers and must be adhered to at all times, if and when this is requested.

The suppliers invoice must comply with the following criteria, which will be deemed acceptable to the NDPW:

- Must be on a Company Letter Head
- Prices must be clear with no corrections , no tippex must be used on the quotation and invoice
- No physical corrections on either the quotation or invoice will be accepted
- The price on the invoice must correspond with the price on the quotation and order number.
- The supplier's address and contact details must be clear and current (contactable)
- The items listed on the supplier's invoice must be related to the service in question
- Failure to comply with the above will result in non-payment or a delay to this particular payment

## 23. TRANSPORT COST

Transport cost will include the cost of wages and overheads for personnel during transport to the site and running cost of the vehicle.

- a.) Transport cost will be calculated from the **main post office in each sub area as per the attached map zone 1 to 3**. Transport cost involved for any additional instructions executed on the same day or at the same institution or building will be calculated from point "A" (the first instruction) to point "B" (second instruction) to point "C" (third instruction) etc. Under no circumstances will separate transport costs for instructions executed on the same day or at the same institution or building in the same areas be allowed.
- b.) The Contractor shall make the necessary arrangements to have the required material or equipment available to execute the scheduled repairs, therefore no claims for delivery cost or transport cost to collect material or equipment for scheduled repairs shall be accepted.

## 24. COMPILING AN INVENTORY AND MARKING OF EQUIPMENT

An inventory of all Transformers, Mini-Substations and Switchgears shall be compiled by the Contractor during his first service call. The inventory shall describe the equipment in detail and the description shall indicate the make, model, size, capacity, serial number of equipment, serial numbers of attachment to the equipment i.e. fans, motors, etc.

The inventory shall also clearly state the Town/City or complex and building where the equipment is installed. The inventory shall be compiled in MS Excel format as well as a hardcopy (4.5" disc) and an updated version shall be handed in every six months. Updated inventories must be supplied as and when components with serial number are replaced.

The Contractor shall permanently mark all new installations serviced under this contract. The number on each installation shall be unique and stamped on a metal plate and pop riveted to the installation. The marking shall be in a conspicuous position, but shall not deface the appearance of the installation. Where equipment is already marked with inventory numbers, such will be used and recorded.

NOTE: THE PRICE FOR MARKING OF THE EQUIPMENT AND COMPILING OF THE INVENTORY SHALL BE INCLUDED IN THE PRICE FOR SERVICING

## 25. CANCELLATION OF SERVICING TO INSTALLATIONS

The Department reserves the right to cancel this contract partly, meaning that certain installations

might be withdrawn from this contract at any stage during the validity of this contract or any new installation may be added. The contractor undertakes not to lay any claim(s) against the Department in this event. A written 30 days' notice in this regard will be issued to the contractor.

26. **APPROXIMATE AMOUNT**

The amounts listed in the bid document are approximate. The new totals will be determined by the inventory supplied after first service. These amounts will be automatically be used throughout the duration of this service unless equipment has become redundant and is no longer required or new equipment is added.

27. **CALL CENTER**

The Department has a call center in place which deals with all unplanned and terms contracts complaints. These complaints are subjected to close times which are linked to this contracts in respect of the times frames to react to the required service delivery. The successful bidder shall comply with these times frames and report close calls (service completed) on a weekly basis by the MONDAY OF EACH WEEK BEFORE 14H:00.

28. **DRAWING UP OF SERVICE LEVEL AGREEMENT (SLA)**

The successful bidder will be subjected to the drawing up of service level agreement between the client Department, NDPW and the bidder as follows:

**INVITATION TO ATTEND AND PARTICIPATE:**

**IN THE DRAWING UP OF A SERVICE LEVEL AGREEMENT BETWEEN THE DEPARTMENT OF PUBLIC WORKS, OUR CLIENT DEPARTMENTS AND THE NEW SERVICE PROVIDER (CONTRACTORS).**

**THE PURPOSE:**

TO SENSATISE THE SERVICE PROVIDERS ON THE PROCEDURES REQUIRED BY ALL OUR CLIENTS TO ENABLE THEM:

- To introduce the service provider to our clients.
- To enter the premises.
- Implementation of day registers for record purposes.
- To contact the relevant person on site.
- To execute the required service's
- To exit the premises with all the relevant documents.
- To ensure that the job cards are understood and filed in property.



- To inter phase the pilot project for the call centre.
- To establish the protocol on site behavior, clear identification and adhere to OHSA.
- The dos and don'ts.
- How to deal with services not completed or not completed properly.
- The closing of calls/services rendered successfully.

#### THE OUTCOME

TO FORGE A HEALTHY RELATIONSHIP WITH EVERY STAKEHOLDER FROM THE BEGINNING  
WHICH WILL RESULT IN A WIN-WIN SITUATION FOR ALL THE CONCERNED PARTIES?  
AND

TO ESTABLISH A BENCHMARK WHEREBY SERVICE DELIVERY CAN BE MEASURED.

AND

TO AVOID THE NON COMPLAINT BY EITHER PARTIES OR THIS COULD RESULT INTO NO  
SERVICE DELIVERY.

#### 29. IMPORTANT NOTICE IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993)

In order to correctly evaluate and reconcile this tender document in terms of the Construction Regulations for submission purposes, you are advised to obtain a copy of the following documents.

\_"Health and Safety Specification"  
"Occupational Health and Safety Act, 1993" (ACT 85/1993)

Both documents may be obtained as following:

1. Go to [www.publicworks.gov.za](http://www.publicworks.gov.za)
2. Click on documents.
3. Click on consultants documents.
4. Scroll down to item 14.

In particular and without prejudice to the Health and safety Specification documents, kindly refer to the following in the Construction Regulation (CR).

1. CR 4(1)
2. CR 4(1)(a)
3. CR 4(1)(h)
4. CR 4(2)
5. CR 5(1)
6. CR 5(4)
7. CR 5(7)
8. CR 6(6)

It is acceptable if the health and safety plan in terms of CR5(1) is made available to the client /agent after the contractors tender has been accepted and the project awarded to the specific contractor, but PRIOR to the handing over of the site.

**No work on the project shall commence without the Health and Safety Plan having been approved by the client/agent**

Kindly note that the Health and Safety Specification documents is meant to cover all contingencies for all possible projects, either initiated by the department of Public Works OR his duly appointed agent .In terms of the relevant project only that which is applicable to the project may be extracted from this document for the purpose of the Health and Safety Plan.

All of the above documentation must be available and be part of the Health and Safety File from the date of commencement of and for the duration of the project.

#### **EXIT CLAUSE**

**NOTE: SHOULD THE APPOINTED CONTRACTOR NOT PERFORM OR DEFAULTS ON SERVICE DELIVERY WITHIN THE FIRST THREE MONTHS THE DEPARTMENT RESERVES THE RIGHT TO CANCEL THE CONTRACT AND RECOVER THE DIFFERENCE IN PRICE BETWEEN THE CONTRACTOR IN DEFAULT AND THE NEXT CONTRACTOR RECOMMENDED TO CONTINUE WITH THE CONTRACT,( WHERE APPLICABLE.)**

**END OF THE SPECIAL CONDITIONS OF CONTRACT**



public works  
& infrastructure

Department:  
Public Works and Infrastructure  
REPUBLIC OF SOUTH AFRICA

## **SPECIAL CONDITIONS OF CONTRACT: TERM SERVICE CONTRACT**

**PREVENTATIVE MAINTENANCE, SERVICING & REPAIRS OF STANDBY  
GENERATORS EAST LONDON & QUEENSTOWN AREA OFFICE JURISDICTION FOR  
THE PERIOD OF 36 MONTHS**

DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE  
EBEN DONGES BUILDING  
CORNER HANCOCK AND ROBERTS STREETS  
NORTH END  
GQEBERHA  
6056

**AUGUST 2023**

FACILITIES MANAGEMENT: SPECIAL CONDITIONS OF CONTRACT (FM SCC)

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FACILITIES MANAGEMENT: SPECIAL CONDITIONS OF CONTRACT (FM SCC)

ii

**A. PURPOSE OF SPECIAL CONDITIONS OF CONTRACT (SCC)**

- A1. The purpose of this document is to supplement the Conditions of Contract: Facilities Management Conditions of Contract (DPW) Sept. 2005 Version 1. The Special Conditions of Contract (SCC) shall prevail whenever there is conflict in contract documentation.
- A2. The Special Conditions of Contract must be read in conjunction with:
- A2.1. Terms of Reference / Scope of Work for the Term Service Contract;
- A2.2. Conditions of Contract: Facilities Management Conditions of Contract (DPW) Sept. 2005 Version 1 or subsequent versions as applicable;
- A2.3. Any documentation issued with the bid / tender, supplemental contract documentation and documents in compliance with legislation and industry standards.

**B. LEGISLATION AND INDUSTRY STANDARDS**

- B1. This clause should be read in conjunction with Refer to clause 16.1 to 16.6 of the FMCC;
- B2. This document derives legislative and administrative mandate from the prescripts governing Asset Management from the following legislation, policies, regulations and standards:-
- B2.1.1. Occupational Health and Safety Act 85 of 1993
- B2.1.2. Water Services Act (Act. 108 of 1997)
- B2.1.3. National Water Act (Act No. 36 of 1998)
- B2.1.4. National Environmental Management Act, 1998 (Act No. 107 of 1998)
- B2.1.5. Public Finance Management Act (Act No. 1 of 1999) as amended
- B2.1.6. Immigration Act (Act No. 13 of 2002).
- B2.1.7. National Infrastructure Maintenance Strategy (NIMS, 2007)
- B2.1.8. Government Immovable Asset Management Act, 2007 (Act No. 19 of 2007)
- B2.1.9. Environmental Management Waste Act, 2008 (Act No. 59 of 2008)
- B2.1.10. Department of Public Works Green Building Policy (2015)
- B2.1.11. National Immovable Asset Maintenance Management Framework (NIAMM, 2016)
- B2.1.12. South African Bureau of Standards (SABS) / South African National Standards (SANS)
- B2.1.13. Local Authority Bylaws and any special requirements (Respective Jurisdictions)

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## 1. DEFINITIONS

The following words and expressions shall vary or be in addition to the definitions of the FMCC:

- 1.1. "Annual Escalation" means an inflation related adjustment to the Service Charges for service which shall be calculated annually utilising the Agreed Index / rate;
- 1.2. "Bill of Quantities" (Ref. 1.12 of FMCC): shall be replaced with Pricing Schedule;
- 1.3. "Bid" or "Bidder": 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".
- 1.4. "Departmental Representative": means any Official legitimately representing the Department of Public Works and Infrastructure for activities related to but not limited to, the current contract in terms of its management, compliance with applicable legislation and industry standards and may include the Head of Facilities Management, Project Leader, Occupational Health and Safety Officer.
- 1.5. "Pricing Schedule" means the document so designated in the Pricing Data that describes the Services and indicates the quantities and rates associated with each item which the Employer agrees to pay the Service Provider for the Services completed;
- 1.6. "Service Manager" (Ref. 1.1.24 of FMCC): shall interchangeably mean "Project Leader";
- 1.7. "Scope of Works": shall interchangeably mean "Terms of Reference";
- 1.8. "Tender" or "Tenderer": see "Bid or Bidder".
- 1.9. "Terms of Reference": see "Scope of Works".

## 2. INTERPRETATION

- 2.1. Refer to clause 2 of the FMCC.

## 3. DURATION

- 3.1. Ref. 3.1 – 3.3 of FMCC.
- 3.2. The Department reserves the right to consider the renewal / extension of the contract or portions thereof, in consultation with the appointed Service Provider for a stipulated duration / option without going to an open bidding process.

## 3.3. CONTRACT RENEWAL AND EXTENSION PROCEDURES

### 3.3.1. Contract Renewal

- 3.3.1.1. Either party to the contract must provide notice of intention to renew the contract before the termination date, ideally seventy (70) calendar days in advance, to allow DPWI internal administration processes and contract management processes leading to acceptance / or declination (e.g. timely notification for termination of

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contract to assist with demobilisation of resources, transition to an alternative contract, etc.),

- 3.3.1.2. The parties have an option to renew this contract for the period set-out on the option to renew clause of the terms of reference;
- 3.3.1.3. The contract shall be renewed on similar terms and conditions of the contract, except where legislative requirements enforce the review of terms;
- 3.3.1.4. The following information, but not limited to, shall be integral towards the decision-making for the renewal of the contract:
  - 3.3.1.4.1. Good performance of the Service Provider;
  - 3.3.1.4.2. A need for further services;
  - 3.3.1.4.3. Financial viability and a detailed budget report indicating;
    - 3.3.1.4.3.1. Total expenditure from commencement of contract to the date of submission; and,
    - 3.3.1.4.3.2. Financial commitments (work issued but not yet started, work in progress, work completed but not invoiced and work invoiced but not yet paid); and,
    - 3.3.1.4.3.3. Projected expenditure from the time of submission not forming part of financial commitments, to the end of contract; and
    - 3.3.1.4.3.4. Projected expenditure for the duration of the renewal period;
    - 3.3.1.4.3.5. Forecast contract value (Total amount inclusive of all the expenditure items above).
  - 3.3.1.5. The Department's decision to renew the contract shall be approved by the Head of Facilities Management or Delegated Authority and administered by the Service Manager;
  - 3.3.1.6. The acceptance of the renewal of contract must be reduced in writing and duly signed by both parties, similar to the original contract;
  - 3.3.1.7. An addendum to for the renewal of contract must subsequently be signed, stipulating the renewal period and if applicable, as an internal control measure – a ceiling spend.
- 3.3.2. **Contract Extension**
  - 3.3.2.1. The Service Manager must provide notice of intention to renew the contract before the termination date, ideally sixty (60) working days in advance, to allow for consensus by the Service Provider and ample time for DPWI internal administration processes;
  - 3.3.2.2. The extension of the contract must be approved by the relevant Bid Adjudication Committee or Delegated Authority of the Department;
  - 3.3.2.3. The extension of contract must be guided by the latest relevant legislation / government policy or prescripts, the current being the National Treasury Instruction No. 3 of 2016/2017 which limits the variation/ expansion of contracts up to 20% or

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R20 million (including VAT) for construction-related goods, works or services and up to 15% or R15m million for all other goods and services.

- 3.3.2.4. The amount to be considered for the calculation of the extension of contract shall be based only on the sum of amounts on the renewal contract as follows;
- 3.3.2.5. Expenditure incurred during the renewal contract including accruals; and
- 3.3.2.6. Contractual commitments; and
- 3.3.2.7. The contract shall be extended on similar terms and conditions as before;
- 3.3.2.8. The Department's decision to extend the contract shall prior be supported by the Head of Facilities Management, administered by the Service Manager before approval by the Bid Adjudication Committee and shall be based on good performance, a need for further services and financial viability amongst other factors;
- 3.3.2.9. A letter stipulating the extension of the contract and where necessary, the ceiling spend and period of extension and / contract termination date must be signed by the Head of Facilities Management or Delegated Authority, administered by the Service Manager and disseminated to the Service Provider.

#### **4. RIGHTS AND OBLIGATIONS OF THE EMPLOYER**

- 4.1. Refer to clause 4.1 of the FMCC.
- 4.2. Notwithstanding the obligations of the employer, the Service Provider shall where so required provide data and information gathered on site to facilitate management of the service contract.

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

- 5.1. Refer to clause 5.1 to 5.9 of the FMCC.
- 5.2. **WORK PROCEDURES AND REMUNERATION OF SERVICE PROVIDER FOR SERVICES RENDERED**
  - 5.2.1. **Work Procedures**
    - 5.2.1.1. Order number:
      - 5.2.1.1.1. An official order number for the appointment of services shall be issued to the successful Service Provider by the Supply Chain Management (SCM) of the Department of Public Works and Infrastructure (DPWI);
      - 5.2.1.1.2. The order number must be quoted and appear on quotations, invoices and all correspondence / documents relating to this service;
      - 5.2.1.1.3. Fraudsters are targeting Service Providers. The Department of Public Works and Infrastructure warns ALL service providers about a scam, wherein unscrupulous people use the name of the Minister, Deputy Minister, Director-General and other officials of the department to invite service providers to deliver large amounts of goods to various departmental buildings. If there is a suspicion of fraud, the Service Provider must contact the National Anti-Corruption Hotline on 0800 701 701 or

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contact the Head of Supply Chain Management from which the tender has been advertised.

5.2.1.2. Complaint / Incident number:

5.2.1.2.1. The DPWI has a call centre for the logging of calls (incidents / complaint numbers) for preventative and corrective maintenance contactable on 012 406 1620 / 0800 782 542 / [Worx4usupport@dpw.gov.za](mailto:Worx4usupport@dpw.gov.za) ;

5.2.1.2.2. A unique complaint number / incident number for the respective, various services shall be logged as follows:

5.2.1.2.2.1. Preventative maintenance call logs: the Service Provider's dedicated employee to log such calls and receive reference numbers as per the approved maintenance programme / or based on a written, reasonable arrangement preferred by the Service Manager, e.g. receiving of a call centre complaint by the Service Provide from the Service Manager as a control measure;

5.2.1.2.2.2. Corrective maintenance call logs: the End User / DPWI representative ONLY and shall be issued and communicated by DPWI's Service Manager / Project Leader to the Service Provider, prior to executing such a service / or based on a verbal instruction due to the urgency to respond to site / unavailability of the call centre. The complaint number / incident number should be logged within 12 hours / as soon as the call centre is available for rectification.

5.2.1.2.3. The unique complaint / incident number must be quoted and appear on a service-specific quotation, invoice and correspondence / document relating to that service;

5.2.1.2.4. The Service Provider must not perform any Service without being issued a complaint / incident number – any work / service executed without a unique complaint / incident number unless arranged / approved in writing with / by the Service Manager shall be for the account of the Service Provider.

5.2.1.3. Quotation for a service:

5.2.1.3.1. A quarterly financial budget plan for Interval-based servicing / maintenance including contract management costs forecasting the expenditure shall be submitted;

5.2.1.3.2. Prior to executing any work related to condition-based maintenance and / or corrective maintenance, the Service Provider shall submit a quotation to the Service Manager / Project Leader for approval;

5.2.1.3.3. A quotation shall be based on the tendered accepted single rate where applicable;

5.2.1.3.4. On Non-Scheduled Items (not priced on the bid), at least three (3) market-related quotations for comparison shall be sourced from reputable companies by the Service Provider for approval of the most deserving (lowest and compliant with specifications) quotation by the Service Manager;

5.2.1.3.5. Quotations must, where applicable include VAT @ an applicable rate;

5.2.1.3.6. Copies of supplier's purchase invoices must be provided to the Service Manager as per the approved quotation.

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**5.2.1.4. Job Card:**

- 5.2.1.4.1. Job cards shall be in accordance with the example included in this document and duplicating or printing thereof shall be for the Service Provider's account.
- 5.2.1.4.2. The Service Provider must complete a new job card in black ink, in all respects, for each day worked on site;
- 5.2.1.4.3. A job card must be fully populated and a date stamp and signature sourced from and affixed by the representative of the Client Department for each day worked on site;
- 5.2.1.4.4. Job cards shall be completed in duplicate, legibly in ink after completion of each repair and all unused lines shall be ruled through.
- 5.2.1.4.5. The Service Provider MUST submit a copy of the fully completed job card to the User Department for audit purposes and for verification of the deletion of the unused lines. Incomplete and incorrect job cards shall be returned to the contractor with his invoice
- 5.2.1.4.6. The job card must be submitted with the invoice. Invoices shall not be paid for failure to submit / incomplete job cards but will be returned to the Service Provider for compliance.

**6. SERVICE MANAGER / PROJECT LEADER**

Refer to clause 6.1 to 6.4 of the FMCC.

**7. SECURITY**

7.1. Refer to clause 7.1 to 7.2 of the FMCC.

**8. SECURITY CLEARANCE**

8.1. Refer to clause 8.1 to 8.2 of the FMCC.

8.2. The successful bidder including his employees might be required to undergo a security clearance before acceptance or anytime during the operation of the contract.

**9. CONFIDENTIALITY**

Refer to clause 9.1 to 9.4 of the FMCC.

**10. AMBIGUITY IN DOCUMENTS**

Refer to clause 10.1 of the FMCC.

**11. INSURANCES**

11.1. Refer to clause 11.1 of the FMCC.

11.2. Insurances shall be maintained throughout the duration of the contract, to include but not limited to:

11.3. Public Liability Insurance / General liability insurance to cover operations, maintenance and application hazard, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage

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and personal injury wherein the limit of liability required under the Service Provider's Public Liability insurance must be R 5'000'000 any one occurrence;

- 11.4. Damage to, where applicable, electronic equipment and furniture, theft of materials and equipment;
- 11.5. Government of RSA as additional insured wherein the general liability policy required of the Service Provider shall name "the Republic of South Africa, acting by and through the Presidency", as an additional insured with respect to operations performed under this contract.

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

12.1. Refer to clause 12.1 to 12.5 of the FMCC.

### **12.2. ACCESS TO SITE**

#### **12.2.1. Arrangement(s) to access the site and perform a service**

12.2.1.1. The Service Provider must arrange with the DPWI Service Manager / Project Leader to obtain approval and access to site(s) prior to performing any service;

12.2.1.2. Under no circumstances should the Service Provider visit the site without confirmation that access shall be granted by the End User, to avoid amongst others – being barred entry, not having a dedicated person to assist the End User to navigate the site, etc.

12.2.1.3. The Service Provider shall immediately inform the DPWI Service Manager / Project Leader of any restrictions to access site for immediate intervention, with proviso that a prior arrangement was made.

#### **12.2.2. Control of Access to Public Premises and dress code**

12.2.2.1. The Service provider and employees must carry with positive form of identification (E.g. RSA ID / Driver's license) in conjunction with the Control of Access to Public Premises and Vehicles Act of 1985;

12.2.2.2. Identification must be provided on request by the End Users and the Service Providers must at all times adhere to the particular institution's security requirements, including but not limited to access cards for employees;

12.2.2.3. The company personnel / employees must at all times wear uniform branded with the Service Provider's company logo to enable ease of identification, clear identification tags with a name, number and a photograph openly displayed with the company logo as background – failure to adhere to the requirements will result in the workers being denied entry to any site to perform services.

## **13. PROGRAMME**

Refer to clause 13.1 to 13.4 of the FMCC.

## **14. SUBCONTRACTING**

Refer to clause 14.1 to 14.2 of the FMCC.

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- 15. INTELLECTUAL PROPERTY RIGHTS INDEMNITY**  
Refer to clause 15.1 to 15.2 of the FMCC.
- 16. COMPLIANCE WITH LEGISLATION**  
Refer to clause 16.1 to 16.6 of the FMCC.
- 17. REPORTING OF INCIDENTS**  
Refer to clause 17.1 to 17.5 of the FMCC.
- 18. NUISANCE**  
Refer to clause 18.1 to 18.2 of the FMCC.
- 19. MATERIALS, WORKMANSHIP AND EQUIPMENT**
  - 19.1** Refer to clause 19.1 to 19.5 of the FMCC.
  - 19.2 WASTE MANAGEMENT**
    - 19.2.1** The Service Provider must comply with the applicable Legislation, Bylaws and the DPWI Green Building Policy on managing waste generated on site;
    - 19.2.2** The Service Provider must minimise waste to landfills and endeavour to, where safe, practical and economical, repair, reuse, refurbish and recycle (part of the circular economy) components / subcomponents replaced on site.
    - 19.2.3** All waste arising from the work and not entering the circular economy must be removed and the site, buildings left clean and tidy and such waste shall be disposed of in an environmentally safe manner to sites dedicated for the classified waste.
    - 19.2.4** Rates quoted for execution of work shall include transport for management of waste.
- 20. URGENT WORK**  
Refer to clause 20.1 to 20.4 of the FMCC.
- 21. INDEMNIFICATIONS**  
Refer to clause 21.1 to 21.2 of the FMCC.
- 22. VARIATIONS**
  - 22.1** Refer to clause 22.1 to 22.7 of the FMCC.
  - 22.2** The additions, omissions, or submissions are part of contract management and shall be agreed with the Service Provider and be approved by the DPWI Head of Facilities Management or as directed by the Accounting Officer of DPWI;
- 23. IDENTIFIED PROJECTS**  
Refer to clause 23.1 to 23.14 of the FMCC.
- 24. SUSPENSION OF THE SERVICES**  
Refer to clause 24.1 to 24.3 of the FMCC.

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## 25. PENALTY FOR NON-PERFORMANCE

25.1. Refer to clause 25.1 to 25.3 of the FMCC.

### 25.2. Penalties: Administrative Processes

- 25.2.1. The administration of penalties is the responsibility of the Project Leader in consultation with the Head of Facilities Management (FM) to execute as part of contract management;
- 25.2.2. Notwithstanding the Conventional Penalties Act (Act No. 15 of 1962), environmental pollution violates sections of National Water Act and the National Environmental Management Act and attracts fines of up to R10 million as it poses a huge health risk to human beings and animals, further leading to environmental degradation. Penalties levied to the Department arising from the Service Provider's actions / negligence shall be paid by the Service Provider;
- 25.2.3. The Project Leader's responsibility is to conduct site visits, determine areas of non-compliance and expressly stipulate in writing to the Service Provider, the penalty in respect of the delay / defect;
- 25.2.4. A liability for performance deduction shall be levied on the Service Provider for delay or failure to perform any services, or failure to perform to the required standard and / or terms of reference;
- 25.2.5. The Project Leader shall calculate penalties in advance and where not practical, inform the Service Provider within three (3) working days on receipt of the invoice, consult with the Head of FM for decision-making and inform the Service Provider within five (5) working days, of the intention to apply penalties;
- 25.2.6. The Service Provider shall, within a period of five (5) working days of receipt of the "intention to apply penalties" above, confirm acceptance or object in writing to the Head of FM through the Project Leader, subsequent to which a final, rational decision shall be made by the Head of FM and communicated to the Service Provider within a further period of five (5) working days;
- 25.2.7. The dispute on penalties should not unnecessarily delay the payment of the current invoice. If the dispute remains unresolved for a period exceeding seven (7) working days after letter of objection from the Service Provider:
- 25.2.8. Penalties for the current month can be carried over to the invoice of the subsequent month if the penalty is likely to be withdrawn; OR,
- 25.2.9. A payment reduction equal to the penalty can be effected as a part payment, pending the final decision if the penalty is likely to be upheld.
- 25.2.10. The Service Provider should endeavour to deliver timely, quality services to avoid penalties and only submit legitimate requests for suspension or waiving of penalties, wherein the intention is to dispute the liability giving rise to the penalty not the procedural application of the penalty.
- 25.2.11. Penalties shall escalate at the rate in conjunction with the contractual price adjustments and escalation cap.
- 25.2.12. \*\*\*NB! Data / information overlap exists on the Terms of Reference. In the event the penalties are overlapping, the Project Leader shall select penalties of a higher amount / value as a risk management tool.

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## 26. PAYMENTS

26.1. Refer to clause 26.1 to 26.13 of the FMCC.

26.2. Accounts can be submitted weekly or monthly. Payments of accounts complying with all the requirements shall be made within 30 days electronically into the contractors banking account after receipt of a compliant invoice with supporting documentation, including full details of the work performed with supporting materials invoices, close-out reports, labour time sheets & transport details with distance travelled log.

## 26.3. PROVISIONAL QUANTITIES

26.3.1. Some quantities in this BID document are provisional and inserted in order to obtain competitive tenders. The Department reserves the right to increase or decrease quantities and exclude installations during the progress of the contract and such increases or decreases shall not alter the rates for any item.

## 26.4. REMUNERATION PROCEDURES

### 26.4.1. Submission of Invoices:

26.4.1.1. Invoices shall be submitted to the Registry Section (NOT the Service Manager / Project Leader) of the Department of Public Works and Infrastructure's Regional Office and shall comprise the following documents;

26.4.1.2. Compliant invoice (see description of a compliant invoice below);

26.4.1.3. Approved quotation;

26.4.1.4. Fully completed, signed and stamped job card(s);

26.4.1.5. Copy of a log book and records of services performed.

\*\*\*NB: Non-compliant documents shall affect the payment of invoices and will lead to non-payment of invoices and return of documents to the Service Provider for compliance.

### 26.4.2. Supplier's Purchase Invoices:

The suppliers invoice must comply with the following criteria, which will be deemed acceptable to the DPWI:

26.4.2.1. Must be on a Supplier's Company Letter Head;

26.4.2.2. Prices must be clear with no corrections, no correction fluid (tippex) must be used on the quotation and invoice;

26.4.2.3. No physical corrections on either the quotation or invoice will be accepted;

26.4.2.4. The price on the invoice must correspond with the price on the quotation and order number;

26.4.2.5. The supplier's address and contact details must be clear and current (contactable);

26.4.2.6. The items listed on the supplier's invoice must be related to the service in question;

26.4.2.7. Failure to comply with the above will result in non-payment or a delay to a particular payment.

### 26.4.3. Compliant Invoices:

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A compliant invoice must meet the following criteria:

- 26.4.3.1. Contains the words "Tax Invoice", "VAT Invoice" or "Invoice";
- 26.4.3.2. Name, address and VAT registration number of the supplier;
- 26.4.3.3. Name, address and where the recipient is a vendor, the recipient's VAT registration number;
- 26.4.3.4. Serial number and date of issue of invoice;
- 26.4.3.5. Accurate description of goods and /or services (indicating where applicable that the goods are second hand goods);
- 26.4.3.6. Quantity or volume of goods or services rendered ;
- 26.4.3.7. Complaint / Incident Number, Order Number and / or the Tender Number ;
- 26.4.3.8. Value of the supply, the amount of tax charged and the consideration of the supply (value and the tax);
- 26.4.3.9. Invoice submitted within 30 days of rendering a service.
- 27. **RELEASE OF SECURITY**  
Refer to clause 27.1 to 27.13 of the FMCC.
- 28. **OVERPAYMENTS**  
Refer to clause 28.1 of the FMCC.
- 29. **COMPLETION**  
Refer to clause 28.1 of the FMCC.
- 30. **ASSIGNMENT**  
Refer to clause 30.1 to 30.2 of the FMCC.
- 31. **INDULGES**  
Refer to clause 31.2 of the FMCC.
- 32. **OWNERSHIP AND PUBLICATION OF DOCUMENTS**  
Refer to clause 32.1 to 32.6 of the FMCC.
- 33. **BREACH OF CONTRACT**  
Refer to clause 33.1 to 33.3 of the FMCC.
- 34. **STOPPAGE AND/OR TERMINATION OF CONTRACT**  
Refer to clause 34.1 to 34.5 of the FMCC.
- 35. **DISPUTE RESOLUTION**
- 35.1. Refer to clause 34.1 to 34.5 of the FMCC.
- 36. **GENERAL**  
Refer to clause 36.1 to 36.2 of the FMCC.

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37. **DOMICILIUM CITANDI EXECUTANDI**  
Refer to clause 37.1 to 37.6 of the FMCC.

Name of Bidder	Signature	Date

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# JOB CARD

COMPLAINT NO: .....		ORDER NO: .....		TENDER NO: .....		
DEPT.: .....		BUILDING: .....		TOWN: .....		
DESCRIPTION OF COMPLAINT: .....						
REPORTED BY: .....		TEL. NO: .....		DATE: .....		
CONTRACTOR: .....		CONTACT NO: .....				
DESCRIPTION OF WORK EXECUTED BY THE CONTRACTOR (to be supplemented with a report if required): ..... .....						
CONTRACTOR	No	Area Room No.	Description of material used on site		Unit E.g./m <sup>2</sup> /m/No	Qty
	1.					
	2.					
	3.					
	4.					
	5.					
	Guarantee		Yes / No	Time period for guarantee		Serial no. / Guarantee Card no
	Equipment					
	Workmanship					
	(A break down invoice must be separately provided to indicate labour, material, travel, equipment hire, profit & % and VAT)					
	*** A separate job card must be signed by the contractor for each day worked on site					
	Labour type	Date on site (dd/mm/yyyy)	Time in	Time out	Hrs	No. on site
	Artisan					
	Semi-skilled					
	Labourer					
Type of transport:		Travelled from:		KMs per return trip:		
Name of Artisan:		Job complete:	Yes	Date of completion:		
		No	Signature:			
CLIENT	I certify that I personally checked the contractor's work and it has been executed satisfactorily. I have received the scrap material <input type="checkbox"/> , not received scrap material <input type="checkbox"/> (I however do not certify technical correctness of the work)					
	Name: ..... Telephone no: .....				OFFICE STAMP	
	Designation: ..... Signature: ..... Date: .....					
	***End User to please retain copy for audit purposes					
DEPARTMENT	<input type="checkbox"/>	State owned		The work / service is certified as complete		
	<input type="checkbox"/>	Leased property		Signature: .....		
	<input type="checkbox"/>	Physically inspected		Name: .....		
	<input type="checkbox"/>	Telephonic confirmation with: .....		Designation/ Rank: .....		
	<input type="checkbox"/>	Tel. no: .....		Date: .....		

## PRICING SCHEDULE/ BILL OF QUANTITIES

Bid no: PET 15/2023

**Bid/ Project Description: PREVENTATIVE MAINTENANCE, SERVICING & REPAIRS OF STANDBY GENERATORS PORT ELIZABETH AREA OFFICE FOR PERIOD OF 36 MONTHS**

DEPARTMENT OF PUBLIC WORKS					
PORT ELIZABETH AND SURROUNDING AREAS - STATE BUILDINGS					
PREVENTATIVE MAINTENANCE, SERVICING & REPAIRS OF STANDBY GENERATORS					
SCHEDULE OF QUANTITIES					
ITEM	DESCRIPTION (PEG 101-108)	UNIT	QTY	SUPPLY RATE	AMOUNT
1	<b>Conditions of Contract: Compliance with all contractual requirements and obligations in terms of the General Conditions of Contract and the Contract Data.( Price rate for 3 yrs)</b>				
1,1	Conditions except as elsewhere measured: Fixed Time related Value related	Sum	0		R -
1,2	Insurance: Construction Works: Time related	Sum	36		R -
1,3	Insurance: Public Liability: Time related	Sum	36		R -
1,4	Insurance: Special Risks (SASRIA): Time related				
1,5	Insurance: Occupational Compensation (COID):				

	Time Related	Sum	36		R -
1,6	Servicing Schedule, compile, submit and maintain				
	Time related	Sum	1		R -
1,7	Access control & identity of staff:				
	Fixed	Sum	1		R -
1,8	Overhead Costs				
	Fixed				
1,9	Expanded Public Works Programme (EPWP) Trainee				
	Time related	Sum	36		R -
1,10	Expanded Public Works Programme (EPWP) Value				
1,11	Expanded Public Works Programme (EPWP) Tools & overalls				
	Fixed	Sum	1		R -
TOTAL CARRIED FORWARD					R -

ITEM	DESCRIPTION	UNIT	QTY	SUPPLY RATE	AMOUNT
TOTAL BROUGHT FORWARD					R -
<b>2</b>	<b>Site Facilities as specified or required for accommodation at the site of the Works including establishment at commencement &amp; removal upon completion.</b>				
2,1	Administrative facilities: Site inst book & communications	Sum	1		R -
2,2	Display boards placed at each plantroom or container	No	90		R -
2,3	Electrical & water temporary provisions	Sum	1		R -
<b>3</b>	<b>Occupational Health &amp; Safety: Compliance with the requirements of the applicable Act including specified additional requirements.</b>				
3,1	Appointment of Health and Safety Officer for 36 months	Sum	36		R -
3,2	Health & Safety plan Prepare	Sum	1		R -
	Submit	Sum	1		R -
3,3	First Aid Kit: Supply	Sum	5		R -
	Maintain	Sum	5		R -
3,4	Safety Meetings: Conduct Record proceedings, copy to Engineer/ Departmental rep	Sum	6		R -
3,5	Balance Safety related compliance.	Sum	3		R -



<b>4</b>	<b>Monitoring of systems</b>				
4,4	Mms and SMS Bundles for generator monitoring units	Sum	1		R -
<b>4.5A</b>	<b>Existing Installation: verify the scope of the existing engineering installations &amp; surrounding structures. Submit relevant information to the Works Manager</b>				
4.5A.1	SAPS (Devide the rate by a number of sites in the area during the claim)	Sites	50		R -
4.5A.2	DOJ, DCS & others (Devide the rate by a number of sites in the area during the claim)	Sites	40		R -
TOTAL CARRIED FORWARD					R -

ITEM	DESCRIPTION	UNIT	QTY	SUPPLY RATE	AMOUNT
TOTAL BROUGHT FORWARD					R -
<b>5</b>	<b>Supply and Install Battery Charger for different Generator type and different sizes. See sizes below. 2.5A 24V Lavato battery charger</b>				
5,1	5kVA to 30kVA	Sum	10		R -
5,2	30kVA to 65kVA	Sum	10		R -
5,3	65kVA to 160kVA	Sum	10		R -
5,4	160kVA to 260kVA	Sum	10		R -
5,5	260kVA to 500kVA and above	Sum	10		R -
<b>6</b>	<b>Provision of Standby generator set components</b>				
6,1	Battery no 674-682	No	20		R -
6,2	Battery no 688 - 689	No	20		R -
6,3	Battery Clamps	No	20		R -
6,4	Battery leads	No	15		R -
6,5	Heater element	No	20		R -
6,6	Thermostat	No	20		R -

6,7	Water hose including clamp(10-50mm)	No	20		R -
6,8	Fuel hose including clamps (6 -14mm)	No	20		R -
6,9	Fuel tank sight glass 12mm	No	15		R -
6,10	Radiator caps all sizes	No	5		R -
6.11	Earth wire (2-6mm)	m	70		R -
6.12	PVC coated wire ( 1.5 - 6mm )	m	70		R -
6.13	Voltmeter (0-30V DC)	No	10		R -
6.14	Voltmeter (0-30V AC )	No	10		R -
6.15	Voltmeter rotary switch.	No	10		R -
6.16	Control unit complete	No	5		R -
6.17	Change over contactor 200Amp – 400Amp	No	20		R -
6.18	Change over contactor 800Amp – 1200Amp	No	20		R -
6.19	Amp meter	No	10		R -
6.20	Engine Starter	No	10		R -
6.21	Eleven pin relay 12V-24V	No	10		R -
6.22	Eleven pin relay 220V	No	10		R -

6.23	Jacket water heater	No	10		R -
6.25	Frequency monitor relay & base	No	10		R -
6.26	12V timer relay on	No	10		R -
6.27	24V timer relay on	No	10		R -
TOTAL CARRIED FORWARD					R -

ITEM	DESCRIPTION	UNIT	QTY	SUPPLY RATE	AMOUNT
TOTAL BROUGHT FORWARD					R -
<b>6</b>	<b>Standby generator set components Cont</b>				
6,28	Automatic Regulator	No	15		R -
6,29	Automatic Change over switch	No	10		R -
6,30	Provisional amount for unscheduled materials <b>R 2 000,000.00</b>	Sum	1	<b>R 2 000 000,00</b>	<b>R 2 000 000,00</b>
6,31	Profit on materials	%	%		
<b>7</b>	<b>Replacement of major parts of the generators</b>				
7,1	5KW-50KW Engine	KW	2		R -
7,2	51KW150KW Engine	KW	2		R -
7,3	151KW-500KW Engine	KW	2		R -
7,4	5KVA-250KVA Alternator	KVA	2		R -
7,5	251KVA-500KVA Alternator	KVA	2		R -
7,6	Radiator all sizes	sqm	10		R -

7,7	Panel Rebuild All Sizes	sqm	10		R -
TOTAL CARRIED FORWARD					



ITEM	DESCRIPTION	UNIT	QTY	SUPPLY RATE	AMOUNT
TOTAL BROUGHT FORWARD					
8	<b>GENERATOR HIRING ALL SIZES WITH FULL TANK OF DIESEL AND CONNECTION WITH THE SAME SIZE ON SITE.</b>				
8,1	Generator hire all sizes	Day	75		R -
TOTAL CARRIED FORWARD					

ITEM	DESCRIPTION	UNIT	QTY	SUPPLY RATE	AMOUNT
TOTAL BROUGHT FORWARD					
9	<b>Warning signs for generating plant complete printed on metal sheet and protected from environmental deterioration.</b>				
9,1	Unauthorised entry, Unauthorised handling of equipment, Procedure in case of electric shock, Procedure in case of fire and Danger: This engine will start without notice.				
	Supply	No	103		R -
	Install	No	103		R -
10	<b>Maintenance of metal plant components: Repair corroded or damaged metal panels of the generator plant including equipment &amp; materials.</b>				
10,1	Repair & refinish a section of plant in situ	sq m	35		R -
11	<b>Generating plant maintenance &amp; servicing: Including materials, labour, consumables, waste disposal, accommodation and transport. Quantities measured are the number of services required for the next 24 months.</b>		<b>QTY of services required per range</b>	<b>Service rate</b>	<b>Total</b>
11,1	Diesel 10kVA to 15kVA (No. of generators x 15)				
	Minor Service (1 x per generator per year)	No	45		R -
	Major Service (1 x per generator per year)	No	45		R -
11,2	Diesel 16kVA to 30kVA (No. of generators x 20)				

	Minor Service (1 x per generator per year)	No	60		R
	Major Service (1 x per generator per year)	No	60		- R
11,3	Diesel 31...40kVA (No. of generators x 5)				-
	Minor Service (1 x per generator per year)	No	15		R
	Major Service (1 x per generator per year)	No	15		- R
11,4	Diesel 41...65kVA (No. of generators x 20)				-
	Minor Service (1 x per generator per year)	No	60		R
	Major Service (1 x per generator per year)	No	60		- R
11,5	Diesel 66...110kVA (No. of generators x 20)				-
	Minor Service (1 x per generator per year)	No	60		R
	Major Service (1 x per generator per year)	No	60		- R
11,6	Diesel 111...160kVA (No. of generators x 4)				-
	Minor Service (1 x per generator per year)	No	12		R
	Major Service (1 x per generator per year)	No	12		- R
11,7	Diesel 161...260kVA (No. of generators x 5)				-
	Minor Service (1 x per generator per year)	No	15		R
	Major Service (1 x per generator per year)	No	15		- R
11,8	Diesel 261...450kVA (No. of generators x 6)				-
	Minor Service (1 x per generator per year)	No	18		R
	Major Service (1 x per generator per year)	No	18		- R
11,9	Diesel 500kVA and Above (No. of generators x 5)				-
	Minor Service (1 x per generator per year)	No	15		R
	Major Service (1 x per generator per year)	No	15		- R



TOTAL CARRIED FORWARD				

ITEM	DESCRIPTION	UNIT	QTY	SUPPLY RATE	AMOUNT
TOTAL BROUGHT FORWARD					
<b>12</b>	<b>Operating and maintenance manuals: Prepare &amp; submit draft and final record copies.</b>				
12,1	Final supplementary docs for new or altered plant				
	Supply	sum	20		R -
<b>13</b>	<b>Labour rates only, for repairs</b>				
13,1	Artisan, normal time	hr	1000		R -
13,2	Artisan, overtime (weekdays)	hr	200		R -
13,3	Artisan, overtime (Sunday)	hr	200		R -
13,4	Semiskilled, normal time	hr	1000		R -
13,5	Semiskilled, overtime (weekdays)	hr	200		R -
13,6	Semiskilled, overtime (Sundays)	hr	200		R -
13,7	Labourer, normal time	hr	1000		R -
13,8	Labourer, overtime (weekdays)	hr	200		R -
13,9	Labourer, overtime (Sundays)	hr	200		R -

13,12	Transport incl personnel time: Vehicle max 1500kg	km	1200 0		R -
TOTAL CARRIED FORWARD					



## **7 –SUMMARY**

ITEM	DESCRIPTION	AMOUNT
7,1	Final Summary Including Provisional Amounts	



<b>FINAL SUMMARY INCLUDING PROVISIONAL AMOUNTS</b>	
<b>15% VAT</b>	
<b>TOTAL INCLUDING PROVISIONAL AMOUNT INCLUDING 15% VAT TO BE CARRIED FORWARD TO FORM OF OFFER</b>	

## DPW – 03 (EC) TENDER DATA

<b>Project title:</b>	<b>PREVENTATIVE MAINTENANCE, SERVICING &amp; REPAIRS OF STANDBY GENERATORS PORT ELIZABETH AREA OFFICE FOR PERIOD OF 36 MONTHS</b>		
<b>Tender / Quotation no:</b>	<b>PET 15/2023</b>	<b>Closing date: Tuesday, 03 October 2023</b>	<b>Time: 11H00</b>

<b>Clause number:</b>	
	<p>The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement as per Government Notice No. 423 published in Government Gazette No. 42622 of 8 August 2019 and as amended from time to time. (see <a href="http://www.cidb.org.za">www.cidb.org.za</a>).</p> <p>The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.</p> <p>Each item of data given below is cross-referenced to the clause marked "C" in the above mentioned Standard Conditions of Tender.</p>
<b>C.1.1</b>	The employer is the Government of the Republic of South Africa in its Department of Public Works and Infrastructure.
<b>C.1.2</b>	<p>For this contract the three volume approach is adopted.</p> <p>This procurement document has been formatted and compiled under the headings as contained in the CIDB's "Standard for Uniformity in Construction Procurement."</p> <p>The three volume procurement document issued by the employer comprises the following:</p> <p>Volume 1: Tendering procedures T1.1 - Notice and invitation to tender (PA-04 EC) T1.2 - Tender data (DPW-03 EC)</p> <p>Volume 2: Returnable documents C1.1 - Form of offer and acceptance (DPW-07 EC) C1.2 – Contract Data T2.2 - Returnable schedules</p> <p>Volume 3: Contract Part C1: Agreement and contract data C1.2 - Contract data (Part 1: Data provided by employer) (DPW-04 EC or DPW-05 EC) C1.3 - Form of guarantee (DPW-10.1 EC / DPW-10.3EC or DPW-10.2 EC/DPW-10.4 EC)</p> <p>Part C2: Pricing data C2.1 - Pricing Assumptions (PG-02.2 EC or PG-02.1EC) C2.2 - Bills of Quantities / Lump sum document (if not a returnable document)</p> <p>Part C3: Scope of work C3 - Scope of work (PG-01.2 EC or PG-01.1EC)</p> <p>Part C4: Site information C4 - Site information (PG-03.2 EC or PG03.1EC)</p>

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C.1.4	<p>The Employer's agent is:</p> <table border="1"> <tr> <td data-bbox="256 219 515 293">Name:</td> <td data-bbox="515 219 1445 293"><b>Thulani Sibangela</b></td> </tr> <tr> <td data-bbox="256 293 515 367">Capacity:</td> <td data-bbox="515 293 1445 367"><b>Departmental Project Manager</b></td> </tr> <tr> <td data-bbox="256 367 515 441">Address:</td> <td data-bbox="515 367 1445 441"><b>Eben Donges Building, Cnr Robert and Hancock Street</b></td> </tr> <tr> <td data-bbox="256 441 515 515">Tel:</td> <td data-bbox="515 441 1445 515"><b>041 408 2069 or 071 382 1887</b></td> </tr> <tr> <td data-bbox="256 515 515 589">Fax:</td> <td data-bbox="515 515 1445 589"></td> </tr> <tr> <td data-bbox="256 589 515 663">E-mail:</td> <td data-bbox="515 589 1445 663"><b>Thulani.Sibangela@dpw.gov.za</b></td> </tr> </table>	Name:	<b>Thulani Sibangela</b>	Capacity:	<b>Departmental Project Manager</b>	Address:	<b>Eben Donges Building, Cnr Robert and Hancock Street</b>	Tel:	<b>041 408 2069 or 071 382 1887</b>	Fax:		E-mail:	<b>Thulani.Sibangela@dpw.gov.za</b>
Name:	<b>Thulani Sibangela</b>												
Capacity:	<b>Departmental Project Manager</b>												
Address:	<b>Eben Donges Building, Cnr Robert and Hancock Street</b>												
Tel:	<b>041 408 2069 or 071 382 1887</b>												
Fax:													
E-mail:	<b>Thulani.Sibangela@dpw.gov.za</b>												
C.2.1 C.3.11	<p><b>A. <u>ELIGIBILITY IN RESPECT OF CIDB REGISTRATION:</u></b></p> <p>The following tenderers who are registered with the CIDB, or are *capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated (* tenderers who are capable of being so registered, or who have applied for registration but have not yet received confirmation of such registration, must provide, <u>with this tender</u>, acceptable documentary proof thereof):</p> <ul style="list-style-type: none"> <li>a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a <b>4 EB</b> or <b>4 EPor Higher**</b> class of construction work; and</li> <li>b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above: <b>Not applicable</b></li> </ul> <p>Joint ventures are eligible to submit tenders provided that:</p> <ul style="list-style-type: none"> <li>1. every member of the joint venture is registered with the CIDB;</li> <li>2. the lead partner has a contractor grading designation in the <b>4 EB</b> or <b>4 EPor Higher**</b> class of construction work; and</li> <li>3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations for a <b>4 EB</b> or <b>4 EP or Higher**</b> class of construction work</li> </ul> <p><b>** Delete "or select tender value range select class of construction works" where only one class of construction works is applicable</b></p> <p>A contract will be entered into with a tenderer who has in his employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff: <b>Not applicable</b></p>												

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**C. FUNCTIONALITY WEIGHTING APPLICABLE TO THIS BID:**

**Note:** Failure to meet minimum functionality score will result in the tenderer being disqualified.

<b>Functionality Criteria</b>	<b>Weighting Factor</b>
1. RELEVANT MAINTENANCE OR REPAIR OR NEW INSTALLATION EXPERIENCE ON PREVIOUS AND CURRENT CONTRACTS OF A SIMILAR NATURE, SCOPE AND/ OR COMPLEXITY	25
2. REFERENCES FROM PROJECT MANAGERS/CLIENTS/CONSULTANTS FOR PROJECTS OF SIMILAR IN NATURE, SCOPE AND VALUE.	25
3. FINANCIAL CAPACITY	20
4. COMPETENCE OF KEY PERSON(S), PROFESSIONAL AND TECHNICAL PERSONNEL	30
<b>Total</b>	<b>100 Points</b>

(Weightings will be multiplied by the scores allocated during the evaluation process to arrive at the total functionality points)

<b>Minimum functionality score to qualify for further evaluation:</b>	<b>50%</b>
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#### D. METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS

**For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable.**

**Table 2**

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

**Black people** mean Africans, Coloureds and Indians, who - (a) are citizens of the Republic of South Africa by birth or descent; or (b) became citizens of the Republic of South Africa by naturalisation - (i) before 27 April 1994; or (ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date. (BROAD-BASED BLACK ECONOMIC EMPOWERMENT ACT No 25899, 2003 of 9 JANUARY 2004).

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## **E. ELIGIBILITY IN RESPECT OF RISK TO EMPLOYER:**

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

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

In order for the evaluation reports to be prepared by the Professional Team, the Tenderer is obliged to provide comprehensive information on form DPW-09 (EC). Failure to complete the said form will cause the tender to be declared non-responsive and removed from any further consideration. The Employer reserves the right to request additional information over and above that which is provided by the Tenderer on said form. The information must be provided by the Tenderer within the stipulated time as determined by the Bid Evaluation Committee, failing which the tender offer will *mutatis mutandis* be declared non-responsive.

### **E.1 Technical risks:**

#### **Criterion 1: Experience on comparable projects during the past 5 years.**

The tendering Service Provider's experience on comparable projects during the past 5 years. The number of current and previous comparable projects performed by the Tenderer as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer will be *mutatis mutandis* declared non-responsive.

Aspects to be regarded as "comparable" includes (but may be extended according to circumstances): size of projects (measured against monetary value or other project quantifying parameters), nature of projects (building, engineering, high/low rise, etc.), locality/area of execution (site-specific influences, knowledge of local conditions, etc.), complexity of project, projects for similar client department irrespective of end purpose of buildings/facilities created or in progress of being created and time scales of projects (normal, fast track, etc.) and stage of its/their development.

#### **Criterion 2: Contractual commitment and quality of performance on comparable projects during the past 5 years.**

Adherence to contractual commitments and quality of performance of comparable current and previous projects performed by the Tenderer on comparable projects during the past 5 years as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer be *mutatis mutandis* declared non-responsive.

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

14. The level of progress on current projects in relation to the project programme or, if such is not available/applicable, to the contractual construction period in general;
15. The degree to which previous projects have been completed within the contractual completion periods and/or extensions thereto, and the extend of penalties imposed;



**Tender no:** Error! Reference source not found.

	<p>16. Project performance: time management &amp; programming of works, timeous ordering of materials and appointment of subcontractors;</p> <p>17. Financial management: payment to suppliers and cash flow problems;</p> <p>18. Quality of workmanship: extent of reworks and timeous attention to remedial works;</p> <p>19. Personnel resources: suitably qualified and experienced, turnover in site staff and labour force, specifically site manager and foreman;</p> <p>20. Personnel management: extent of labour disputes and ability to resolving labour disputes amicably;</p> <p>21. Sub-contractors: extent of turnover in subcontractors, general liaison and payment problems experienced;</p> <p>22. Contract administration: contractual aspects such as complying to laws and regulations, insurances, security, submission of required documentation timeously, reaction to written contract instructions, appointments of subcontractors, etc. as can generally be expected in standard/normal conditions of contract.</p> <p>23. Health &amp; Safety: adherence to regulations and compliance, and number of transgressions &amp; serious incidents.</p> <p>24. Plant &amp; equipment: sufficient resources on site and in time.</p> <p>25. Delays: extent of causing delays, submission of claims timeously, and abuse of or exaggerated delay claims.</p> <p>26. Final account: extent to which the contractor assisted in finalising the final account.</p> <p><b>Criterion 3: Suitably qualified and appropriately experienced human resources</b></p> <p>Allocation of suitably qualified and appropriately experienced human resources, both in respect of principals and/or other staff (contract manager, site agent, site foreman including other professional, technical and/or administrative) of the tendering Service Provider to the project, as proof that the tendering Service Provider will be able to react/respond appropriately to the Services required herein. The Company Organogram with CV's and certified ID's of all principals and employed workforce as well as proof of Professional Registration will be verified. Current and future workload of the tenderer in relation to capacity and capability will also be considered. The tenderer should demonstrate that he or she possesses the necessary professional and technical qualifications and - competence in relation to the scope of work and work to be undertaken.</p> <p><b>Criterion 4: Attendance of compulsory bid clarification meeting, if applicable</b></p> <p>If applicable, submission of confirmation of DPW-16.1 (PSB) attendance of compulsory bid clarification meeting or proof of attending the compulsory virtual meeting by a suitably qualified and experienced representative of the tenderer in terms of PA-04 (EC): Notice and Invitation to Tender.</p> <p><b>E.2 Commercial risks:</b></p> <p>The financial viability assessment evaluates the risk over the life of the construction period, as to whether the tenderer will be able to deliver the goods and services which are specified in the contract and / or be able to fulfil guarantees or warranties provided for in the contract in order to complete the project successfully for the amount tendered.</p> <p>Aspects to be considered include but are not limited to, the respective rates tendered, bank rating, financial capability and capacity whether the tenderer has or has access to sufficient financial resources to deliver the goods or services described in the tender documentation (including fulfilling any guarantees or warranty claims), whether the tenderer is not subject to any current or impending legal action (either formal proceedings or notification of legal action) which could impact on the financial standing of the tenderer or the delivery of the goods or services, financial report from auditors as proof of current liquidity, and company or any parent company or investor guarantee/s and financial statements.</p>
<b>C.2.7</b>	For particulars regarding a pre-tender site inspection meeting, see Notice and Invitation to Tender T1.1

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<b>C.2.12</b>	<p>If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements. A tenderer may submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. Provided that the tenderer's main tender offer is according to specification and would under normal circumstances be recommended for acceptance, his alternative tender offer may also be considered for the purpose of the award of the contract.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.</p> <p>Alternative tender offer permitted: <span style="float: right;">Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></span></p>
<b>C.2.13.2</b>	The list of Returnable Documents identifies which of the documents a tenderer must complete when submitting a tender offer. The tenderer must submit his tender offer by completing the Returnable Documents, signing the "Offer" section in the "Form of Offer and Acceptance" and delivering the Returnable Documents back to the Department.
<b>C.2.13.5</b>	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as per Notice and Invitation to Tender T1.1.
<b>C.2.13.6</b> <b>C.3.5</b>	A two-envelope procedure will not be followed.
<b>C.2.15</b>	The closing time for submission of tender offers is as per Notice and Invitation to Tender T1.1.
<b>C.2.16</b>	The tender offer validity period is as per Notice and Invitation to Tender T1.1.
<b>C2.16.3</b>	Omit the wording of the last sentence for those projects which are subject to CPAP
<b>C.2.18</b>	<p>The tenderer will be required to submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts):</p> <p><input checked="" type="checkbox"/> Together with his tender; or <input type="checkbox"/> The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender and thereafter submit the fully completed Bills of Quantities within fourteen (14) calendar days of the date requested to do so prior to the award of the contract.</p>
<b>C.2.19</b>	Access shall be provided for inspections, tests and analysis as may be required by the Employer.
<b>C.3.4.1</b> <b>C.3.4.2</b>	<p>The location for opening of the tender offers, immediately after the closing time thereof shall be at:</p> <p><b><i>Eben Donges Building</i></b></p>
<b>C.3.8</b>	The words "responsive tender" and "acceptable tender" shall be construed to have the same meaning.

**Tender no:** Error! Reference source not found.

<b>C.3.9.3</b>	Omit the wording and replace with the following: "Notify the tenderer of all errors, omissions and/or rate imbalances that are identified in the tender offer and request the tenderer to, within a stipulated time, accept the total of prices as corrected in accordance with C.3.9.4."
<b>C.3.9.4</b>	Omit the wording of the first sentence and replace with the following: "In cases where tender offers contain errors, omissions and/or rate imbalances, these are to be corrected as follows:"
<b>C.3.9.4</b>	Add sub paragraph c) to C.3.9.4, as follows: "c) If the tenderer does not accept the corrected tender offer, or cannot reach consensus with the Employer on a corrected tender offer, the tender is to be classified as not acceptable/non responsive and removed from further contention."
<b>C.3.11.1</b>	The procedure for the evaluation of responsive tenders is Method 2: Financial Offer and Preference.
<b>C.3.13</b>	Add the following to sub paragraph a), as follows:  The tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) as a person prohibited from doing business with the public sector;
<b>C.3.17</b>	Provide to the successful tenderer one copy of the signed contract document.



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## SECTION PE1 : GENERAL INFORMATION

### DOCUMENTATION

The Department of Public Works proposes to maintain for a period of 24 months the existing generating plants at various state premises in the Port Elizabeth area. The complete scope of the Engineering Works is described in the documents listed on the contents page of this volume.

This Part (C2) contains the engineering specifications and schedules of quantities for the Engineering Works which shall be read in conjunction with the balance of the contract documentation including the Conditions of Contract.

The several parts forming this Part C2 function in the following manner.

Part C2.1 : Project or Supplementary Specification : Subsection one : Describes the scope of the installations and particular requirements for the construction of the Engineering Works and must be read in conjunction with the standard Specifications and the Schedule of Quantities.

Section 1 provides certain supporting information related to the project.

Section 2 describes the scope of the Works by means of particular specifications for measured work.

References to the general and technical clauses of Part 2 and 3 or other documents may be shown in brackets thus {...}. Such references shall, however, not be construed as being exclusive or comprehensive and it remains the Contractor's responsibility to make reference to such other specifications, standard or statute as relevant and necessary.

Part C2.2 : General Requirements : Includes the relevant portions of Departmental Standard Specifications. The contractor shall be responsible for referencing the correct & complete standard specifications, notwithstanding any references in the text of this document or specific clauses included in this part of the document.

Part C2.3 : Technical Requirements : Includes reference to the relevant portions of the Departmental Standard technical specifications. The contractor shall be responsible for referencing the correct & complete standard specifications, notwithstanding any references in the text of this document or specific clauses included in this part of the document.

Part C2.4 : Schedules of Quantities (Pricing data) : Quantifies the Scope of the Works.

Part C2.5 : Reporting document proforma : Plant condition reports, service checklists.

Part C2.6 : Site information & plant data.

### SITE INFORMATION

#### General

The sites of the proposed engineering works for this project are located at the premises listed in Part C2.6 {Site information}. The facilities are occupied by various Client Departments as stated in the plant schedules and which are defined in Section PEG {C2.1 PEG108}.

The contractor shall assess each site to confirm relevant data.

### Environmental Conditions

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Environmental statistics for Port Elizabeth and surrounding area may be obtained from the SA Weather Office.

#### Electricity Supply

The permanent supply parameters are : 400/230V 50Hz.

Supplier : The relevant local Municipality or Eskom.

Electricity for the Works : Refer to {Contractor's Facilities}.

#### Water supply

The water supply to the property is generally provided by the local Municipality.

#### Existing Mechanical Plant

The schedule of existing generating plant is presented in Part C2.6 {Section 2 : Plant data}..

#### STANDARD SPECIFICATIONS

The specifications make reference to certain national and international standard specifications as well as the standard specifications published by the Department of Public Works. Such specifications are not issued with this document but may be obtained from the relevant source. Source details for DPW documents are stated in the preambles to Part C2.2 {page C2.2/contents} & Part C2.3 {page C2.3/contents}.

The Contractor shall be entirely responsible for referencing all relevant standard specifications of the DPW, SANS or other applicable published standard whether such standard is referenced in this document or not and ensuring compliance of the Engineering Works therewith. The references in this document to standard specifications shall not be construed as limiting, and are given merely as a guide for basic reference. Where SABS is stated, the applicable SANS shall apply.



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## SECTION PEG : CONTRACTUAL & GENERAL ITEMS

### PRELIMINARY & GENERAL ITEMS

#### CONDITIONS OF CONTRACT

##### Scope

The Contractor shall comply with the obligations and requirements of the Agreement and Contract Data (DPW 04EC) documents contained in Part C1 including the General Conditions of Contract.

The Contractor shall allow for all the responsibilities and obligations in terms of the conditions of contract and contract data, including;

- § Risks, costs and obligations in terms of the General Conditions of Contract, the Contract Data and of the standardised specifications, except where provision is made in the Project Specifications to cover compensation for any of these items.
- § Head office overheads.
- § Profit and financing costs.
- § Sureties, employment related expenses, statutory expenses.
- § Indemnities & insurances : Particular reference shall be made to the Contract Data (DPW-04EC). The contractor will only be permitted to perform work on the site if a valid insurance policy document and proof of cover or premium payment have been submitted and approved.
- § The Contractor shall maintain current registration and have paid the necessary fees to the Compensation Commissioner in compliance with the Compensation for Occupational Injuries and Diseases Act, 1993 (COID). The contractor will only be permitted to perform work on any site if a valid Letter of Good Standing issued by the Compensation Commissioner has been submitted and approved.
- § Expenses of a general nature not specifically related to any item or items of permanent or temporary work.

##### Measurement

Fixed or time or value related sums for the stated items.

##### (a) Fixed

A sum that is not subject to adjustment.

##### (b) Time Related

A sum that is proportionately adjustable in accordance with the Time for Completion and any extension of the Time for Completion.

##### (c) Value Related

A sum that is proportionately adjustable in accordance with the value of the contract excluding the total of all amounts included under all Sub-Sections 101 (Preliminary & General Items).

##### Payment

- a) Fixed : interim payment as evaluated by the Engineer
- b) Time related : In proportion to the elapsed time of the contract period.
- c) Value related : In proportion to the value certified for payment.





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### CONTRACTOR'S FACILITIES

The contractor shall provide the following facilities at fixed premises within the greater Port Elizabeth metropolitan area from which the contractor's business operations shall be conducted.

#### a) Offices

a01) Contractor's Office : Suitable secure premises from which the contractor shall administer the construction of the engineering works. The offices shall include a meeting venue suitable for 8 persons and secure storage facility for files and drawings.

#### c) Administrative Facilities, Equipment and Materials

The following administrative facilities shall be provided at the Contractor's office.

c01) Stationery : All necessary stationery shall include suitable file covers, forms and paper.

c02) Instructions : Copies of the signed Instructions which have been issued to the Contractor by the Engineer shall be filed in a file binder and maintained current. This file shall be available for reference at each progress or technical meeting. {C2.1: Engineering Works}.

c03) Site Records : Copies of all job cards shall be placed in date sequence in file binders grouped by facility and plant.

#### d) Communications Facilities

Such facilities shall be reliable since instructions, drawings and documents will be issued electronically to the Contractor.

d01) Telephone, fax & eMail/internet facilities.

#### e) Stores & Workshops

The scope of such facilities shall be adequate for the contractor's requirements and shall allow for the proper and secure storage of materials and equipment.

e01) Storage & Workshop Facilities.

#### j) Electricity & Water for the Works

The employer will allow the use of water and electricity for consumption free of charge at the sites included in the scope of the engineering works. The contractor shall, however, provide for the control of water and electricity as follows.

j01) Extension leads & hoses : The contractor shall provide any necessary temporary electrical extension leads and water hoses. Where necessary, mobile electrical distribution boards shall be provided, mounted on a floor standing supporting framework and fitted with several socket outlets, protective and control switches including an RCCD for protection of socket outlets. The supply cable shall be armoured or of the flexible trailing type. The number of boards provided will be at the contractor's discretion subject to Occupational Health & Safety provisions.

#### k) Waste Management

All used parts, rubbish and waste arising from the Works shall be removed and the site and buildings left clean and tidy. All waste shall be transported from the sites to the contractor's central depot from where it shall be disposed in bulk to a licensed waste facility.

Contaminated waste such as used filters shall be disposed in an environmentally safe manner under cover of a disposal certificate issued by the disposer or recycler of such waste.

#### Measurement

Time related sum by item stated.

Bulk disposal of solid waste : Volume certified by disposal facility incl certificate of disposal. Unit = m<sup>3</sup> (cum).

Bulk disposal for recycling of used oil & coolant : Volume disposal facility incl certificate of disposal. Unit = litre (ltr).

#### SAFETY

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**Normative Reference**  
{Part C2.2 : Occupational Health & Safety}

**Scope**

The Contractor shall comply with the requirements of the Health & Safety Specification referenced above.

The Engineer has been appointed the Agent of the Employer.

The contractor shall refer to the Site information Section PE1 and the specifications describing the scope of the Engineering Works, for information about the type of environment in which the work is to be executed. Notwithstanding anything stated in this document the contractor shall be responsible for determining the safety requirements of each site.

The premises in which the generating plant is situated will be occupied by staff during the contract period. Working areas shall therefore be demarcated by means of suitable signs and warning tape which shall be removed on completion of work.

Work in building interiors with gas torches or welding machines for joining pipework shall be executed with care and temporary protection for any adjacent timber, ceiling, tile roof or other flammable material shall be employed. A dry powder fire extinguisher shall be provided by the contractor in the immediate vicinity of any work involving flame or electric arc.

**Particulars**

**a) Health & Safety Plan**

A comprehensive H&S Plan shall be prepared including supplementary data as specified in sections PMP, PMU, PPR and submitted for approval. A copy shall be available in both the contractor's offices & vehicle when attending any site to perform maintenance, repair or replacement work. Asbestos risk analysis & safe work procedures shall be included as necessary.

The plan shall be subdivided into sections as applicable to the specific nature of the work included in sections PMP, PMU, PMZ & PPR

**b) Safety Officer :**

An employee trained as required by the OHS Act shall be appointed for the duration of the contract period. The item shall allow for the costs of such officer during the period in which the safety officer's functions are performed.

**c) First Aid Kit**

A comprehensive first aid kit shall be readily available in the contractor's vehicle when attending any site to perform maintenance work.

**d) Safety Meetings**

Such meetings shall be at monthly intervals. The safety officer shall chair the meeting and keep written records of the proceedings. A copy of the records of each meeting shall be submitted to the engineer. The engineer or representative may attend the meetings for which written notice shall be issued.

**Measurement**

Fixed or time related sums by item stated.

**Payment**

In proportion to elapsed time of the contract period.

**ENGINEERING WORKS**

[PEG ]

**Scope Summary**

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The scope of the Engineering Works described in this document shall consist of the following sections.

PMP : Planned Servicing & Maintenance of all generating plant

PMU : Unplanned Maintenance & Repairs resulting from the plant failure & breakdown or as required.

PMZ : Miscellaneous Maintenance

PPR : Replacement of old or obsolete plant with complete new plant.

The plant are located in state-owned or occupied premises in the environs surrounding Graaff-Reinet, Grahamstown & Port Elizabeth. The said premises are occupied by the following Client Government Departments;

Correctional Services (DCS)  
Justice (DoJ)  
Defence (SANDF)  
Police (SAPS)  
Arts & Culture (DAC)  
Agriculture, Forestry & Fisheries (DAFF)

The existing generating plant, premises, user department & rating data is listed in Part C2.6.

#### **Purpose of the Proposed Engineering Works**

The purpose of the project is to ensure that all the generating plant are able to deliver reliable standby performance as and when required during electricity supply failure conditions or upon demand.

#### **Particulars**

##### **a) Management**

The contractor shall manage the contract and provide everything necessary for the complete engineering works as described in sections PMP, PMU & PPR whether described in precise detail or not. Such management shall include compliance with instructions & attendance at progress meetings as necessary or required. Technical & Progress meetings shall be attended at approximately one month intervals during the contract followed thereafter by a Practical Completion Meeting, a Works Completion Meeting & any others as determined by the Engineer.

Instructions will be issued as necessary by email (unsigned) to the contractor's declared electronic address. Instructions shall be acted upon immediately upon receipt of such email. Original signed instructions will be tabled by the Engineer at the following progress or technical meeting and recorded in the minutes thereof. The contractor shall be responsible for making file copies as necessary. It shall be deemed that an email communication has been received by the contractor unless a delivery failure message has been received by the Engineer.

All electrical work shall be performed by subcontractors or employees who are registered or licensed, as required by legal statute. Copies of registration or licence documents shall be submitted upon commencement. Electrical testers for single phase do not comply with this requirement. Note that in the case of the contractor employing the personnel to perform electrical work, the contractor shall be registered as an Electrical Contractor.

##### **b) Accommodation of Tenants (Client) Departments**

It is possible that staff of the tenant (Client) Department's may be present during site attendances by the contractor. Such presence shall be respected without interference. Where it is necessary to isolate any electrical services, specific arrangements shall be made with the Client Department & confirmed in writing to the Engineer.

##### **c) Access Control & Identity of Staff**

The Client Departments maintain various levels of access control systems at the entrances to the sites and at the generating plant facilities on the site. It may not always be possible to gain entry to such areas upon arrival and



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delays can occur. In certain areas Contractors may require escorting by Client Department staff. The Contractor shall comply with the requirements and instructions of such staff at all times. The Contractor shall bear the sole responsibility for arranging access to the sites as necessary.

The contractor shall maintain a daily schedule of employees at each site including time of entry to the site and any specific facility. Each employee shall display a company identity card with name, company and photograph. Working garments (not orange in colour) shall identify the contractor.

Should the work fall within a security area, the contractor shall obtain, either from the SA National Defence Force (SANDF) or SA Police Services (SAPS), access cards for his personnel and employees who work within such an area. The contractor shall comply with any regulations or instructions issued from time to time, concerning the safety of persons and property by the SANDF or SAPS.

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

#### Measurement

Time related sum by description.

### SECTION PMP : MAINTENANCE WORKS : PLANNED

#### PRELIMINARY & GENERAL ITEMS[PMP100]

#### CONDITIONS OF CONTRACT & PRELIMINARY & GENERAL

##### Scope

The Contractor shall allow for all the responsibilities and obligations in terms of the conditions of contract and contract data as specifically relevant to the Engineering Works specified in this section PMP.

- § Risks, costs and obligations in terms of the General Conditions of Contract, the Contract Data and of the standardised specifications, except where provision is made in the Project Specifications to cover compensation for any of these items.
- § Overhead costs relevant to this section.
- § A detailed program for the execution of the servicing & planned maintenance at all plant for the whole of the contract period, listing each plant, its location and fixed dates of maintenance. The contractor will be required to comply with the program at all times.
- § Expenses of a general nature not specifically related to any item or items of permanent or temporary work.

#### Measurement

Fixed or time or value related sums for the stated items.

##### (a) Fixed

A sum that is not subject to adjustment.

##### (b) Time Related



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A sum that is proportionately adjustable in accordance with the Time for Completion and any extension of the Time for Completion.

**(c) Value Related**

A sum that is proportionately adjustable in accordance with the value of this Section PMP excluding the total of all amounts included under Sub-Sections PMP 101 (Preliminary & General Items).

**Payment**

- a) Fixed : interim payment as evaluated by the Engineer
- b) Time related : In proportion to the elapsed time of the contract period.
- c) Value related : In proportion to the value certified for payment.

**SITE FACILITIES**

**Scope**

The contractor shall provide all necessary facilities at the sites of the planned maintenance works.

**Measurement**

Time related sum by item stated.

**PROJECT DISPLAY SIGNS**

**Scope**

Plant display signs shall be installed at each generating plant fixed to the plant room or container door during the contractor's initial assessment visit to each site.

**Particulars**

The signs shall be rigid A4 size metal or plastic sheet and contain the following information in an approved legible format. The panel shall be weatherproof, UV resistant and printed by a signwriter as approved. Fixings shall consist of brass or stainless steel screws or anchors as appropriate to the mounting surface.

- § Contract number
- § Employer's name
- § Name of project
- § Name of Consulting Engineer
- § This plant is being maintained by Contractor's name, telephone number.
- § Contract Period
- § Fault reporting telephone number

On completion of the contract the sign shall be removed and any holes filled & sealed or painted as appropriate.

**1.3.3 Measurement**

Number by description. Unit = no.

**SAFETY**

**Normative Reference**

{Part C2.2 : Occupational Health & Safety}

**Scope**

The Contractor shall comply with the requirements of the Health & Safety Specification referenced above as

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specifically applicable to this section 3.

The Engineer has been appointed the Agent of the Employer.

The contractor shall refer to the Site information Section PE1 and the specifications describing the scope of the Engineering Works, for information about the type of environment in which the work is to be executed. Notwithstanding anything stated in this document the contractor shall be responsible for determining the safety requirements of each site.

The premises in which the generating plant is situated will be occupied by staff during the contract period. Working areas shall therefore be demarcated by means of suitable signs and warning tape which shall be removed on completion of work.

Work in building interiors with gas torches or welding machines for joining pipework shall be executed with care and temporary protection for any adjacent timber, ceiling, tile roof or other flammable material shall be employed. A dry powder fire extinguisher shall be provided by the contractor in the immediate vicinity of any work involving flame or electric arc.

#### Particulars

##### a) Health & Safety Plan

A comprehensive supplement to H&S Plan shall be prepared and submitted for approval. The supplement shall be included in the Principal Health & Safety Plan (PEG 105).

##### e) Balance of Safety Related Items Specific to Section PMP.

The contractor shall provide for the balance of safety related items such as temporary marking, barriers, protective equipment and clothing, working with care, etc.

#### Measurement

Fixed or time related sums by item stated.

#### Payment

In proportion to elapsed time of the contract period.

## ENGINEERING WORKS

.1]

### Scope

The scope of the Engineering Works described in this section PMP of the document shall include the complete servicing, repair and planned maintenance of existing standby generating plant during the contract period. Planned maintenance shall include maintaining the plant room or container in a clean & tidy condition. Certain of the existing generating plant are scheduled to be replaced with new plant, the maintenance of which during the defects liability period for the new plant shall be as specified and measured in Section PRR.

### Purpose of the Proposed Engineering Works

The purpose of the planned servicing & maintenance is to ensure that all the generating plant are able to deliver full standby performance as and when required during electricity supply failure conditions or upon demand.

#### Particulars

##### a) Supervision and Management

The contractor shall supervise the scope of work and provide everything necessary for the complete engineering works specified in this section whether described in precise detail or not. Such supervision shall include periodic inspection of the site to check that the maintenance work complies with the specifications and instructions. This item shall include allowances for construction tools specific to the installation and all relevant provisions. Arrangements shall be made with the occupants of buildings regarding access to the premises in order to execute the required services.



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The contractor shall provide at his own cost a supply of Job cards in accordance with the example included herein. The Job Card shall be completed legibly in ink after completion of each service. In addition to the original completed job card submitted with the account, the contractor must submit a copy of the job card to the User Department for audit purposes.

#### Measurement

Time related sum by description.

#### VERIFY EXISTING

[PMP 121]

##### Scope

Drawings of the existing generator installations are not available except as included in Part C2.7 {Drawings}. Plant data is presented in Part C2.7.

The information describing existing plant & installations presented in this description or elsewhere in the specifications is not guaranteed, therefore the dimensions and layout of the existing installation plant and building structure details shall be verified prior to commencement of planned servicing.

##### Particulars

The verification of sites shall commence within ten working days of commencement. The verification of all sites shall be completed within a period of 25 working days. Such verification shall confirm the plant data and any revisions notified to the Engineer. The purpose of the site verification process is to ensure that the correct spares and consumables are available for the planned maintenance programme. Each plant shall be operated for a minimum of 15 minutes during the verification inspection which shall include a record of the generator load parameters. The report form Plant Condition Report shall be completed.

The contractor shall be solely responsible for determining the sequence in which plant are verified. Refer specifically to the clause "Measurement" following within this subsection.

#### Measurement

Fixed sum with distinction between generator plant in the three geographical areas. The rate shall include all necessary labour, transport, reports & document copies.

**NOTE that TRANSPORT COSTS, SUBSISTENCE, ACCOMMODATION, STAFF REMUNERATION & OTHER ALLOWANCES shall be INCLUDED in the VERIFICATION RATE STATED.**

#### Payment

Payment will be subject to submission of claims for payment with acceptable verification reports comprising annotated plant data sheets & plant condition reports all signed and dated.

#### Scope Summary : Planned Maintenance

Existing standby generating plant shall be maintained in full working order during the entire contract period.

It is a specific condition of this contract that all new work or additions of any nature whatsoever are excluded from this section of the Works. Where it is necessary to replace any plant the Department reserves the right to request quotations and to accept the lowest such quotation or supply a suitable rate from Sections PMU, PMZ or PPR where certain new replacement components are specified on a provisional basis to be installed as required.

The generating sets covered under this contract comprise various configurations between 4 to 12 cylinder engines manufactured by companies such as Rolls Royce, Deutz, Cummins, A.D.E. Caterpillar and others to a maximum rating of 1250 KVA. The schedule of plant appears in C2.6.



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At premises where computers, delicate tests, machines and passenger lifts are in operation prior arrangements for servicing shall be made with the Client Department at the sites concerned.

Simulated power failures in conjunction with all parties concerned shall be likewise arranged. Any damage to user department equipment which results from the contractor's actions shall be an insured risk by the contractor.

No claims will be considered for specialised labour and advice, equipment or special equipment or transportation of same for services/repairs/maintenance.

During each visit to a plant the contractor shall attend to all the items listed on the checklists. All irregularities and comments must be reported by the contractor in the spaces provided in the check lists. A duplicate copy of the completed check lists for each visit must be kept in the plantroom and the contractor must make provision in each plantroom for a document holder secured to the wall for this purpose. The contractor shall allow for & arrange for the reproduction of the proforma checklists at his own cost for the use in all plantrooms.

The work shall be carried out by a competent technician all in accordance with the Basic Conditions of Employment Act no 75 of 1997.

All work carried out and all equipment and material supplied in terms of this procedure shall comply with the original equipment manufacturer's specifications and operation and maintenance instructions. The contractor shall be responsible for obtaining such documents, however, copies of the existing operating & maintenance manuals may be obtained from the DPW. The existence or suitability of such DPW documents is not warranted.

## GENERATING PLANT MAINTENANCE AND SERVICING (PLANNED)

### 3.7.1 Scope

The generating plant shall be maintained in full working order by means planned and unplanned activities. Planned maintenance shall include regular servicing and specified repairs. Unplanned maintenance (remedy of plant breakdown events) is elsewhere specified and measured {PMU}. The schedule of plant to be maintained is included in C2.6.

### Particulars : Six Monthly Maintenance & Servicing

Each plant and associated installations shall be serviced in full at regular intervals of six months in accordance with the inspection schedules contained in Part C2.5 commencing from the first service of the plant which shall commence within 10 days of the completion of site verification in the geographic area concerned. Each round of servicing shall be completed within a period of 50 working days. The contractor shall be responsible for determining the sequence in which plant are serviced. Refer specifically to the clause "Measurement" following within this subsection.

During the first service visit to each plant, the status and condition of the generator plant installations including fuel storage, control panel, relevant electrical installation, plantroom or container as applicable shall be verified and recorded in accordance with appropriate Plant Condition Reports contained in Part C2.5 which shall be submitted to the Engineer. Such records shall include any damage or equipment faults including corrosion of any metallic components. Drawings of the existing installations are not available.

The Contractor shall fully acquaint themselves with the nature of the work to be executed, the locality of the plant and any possible hindrances to the execution of the service (entry, clearance, etc) and to allow for all of these factors in their prices, since any subsequent claim based on a want knowledge will not be entertained.

Maintenance shall include the execution of all items in accordance with Part C2.5 {Service Check list for Maintenance of Diesel and Petrol Generators} including engine oils, all plant expendable material (consumable sundries), labour and transport, but excluding the following:

1. Fuel (diesel or petrol) which will be supplied by others. The contractor, however, shall be

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responsible for checking the fuel levels and recording the status on the service check list.

**Lubricating Oil :** Drain, flush & refill the engine lubricating oil including the replacement of all filters, gaskets, seals, O-rings, etc and cleaning of magnetic sump plugs prior to replacement.

**Cooling System :** Drain and flush water cooling system & refill with clean water and the quantity of antifreeze / corrosion inhibitor specified in the OEM manual.

All replacement fluids and spares shall comply with the original equipment manufacturer's (OEM) specifications. Drain, flush and refill actions shall likewise comply with the OEM maintenance procedure set out in the relevant operating & maintenance manual. New replacement components such as filters shall be inscribed with the date & plant run time (hours) when installed.

Used oil, cooling water and contaminated components shall be safely transported to the Contractor's depot for disposal as specified in subsection PEG 102.1(k). Such waste materials may be temporarily stored at the Contractor's premises until such time as the quantity is sufficient for bulk disposal as specified. {PEG} Bulk disposal is specified & measured elsewhere as subsection PEG 102.1.

The existing electrical installation which is directly associated with generating plant shall be maintained in a safe, serviceable, clean & operational condition. Such associated electrical installations shall include the electrical panel containing the transfer switches and mounted in the plantroom (or container) or adjacent room and the power and control cables interconnecting the generating plant & the electrical panel containing the transfer switches and mounted in the plantroom or an adjacent room. All switchgear & control components shall be maintained including earth bonding.

Upon completion of the service, the plant shall be tested by operating on load for 30 minutes. All engine & electrical parameters shall be recorded and submitted with the service job card.

Maintenance of the electrical installation as specified shall include the submission of detailed maintenance records. Such maintenance shall be performed during the same visit during which the generating plant & auxiliaries are maintained.

The requirements for electrical maintenance & servicing of generating plant panels are specified in part C2.5 which shall be completed at every maintenance visit & submitted for record & payment.

On completion of each inspection the contractor shall complete a Planned Maintenance Job Card and present it to the Client Department representative at the site for his signature. The said representative shall be handed a copy of the completed and signed Job Card. The Job Card and the following documents associated with the service shall be submitted to the Engineer within 10 days of the completion of the service.

    Servicing Checklists Part C2.5 completed and endorsed with the contractor's original signature.

#### Measurement

Number of assessment, service & maintenance visits with distinction between generator plant of differing locations & ratings. The rate shall include all necessary labour, transport, materials, parts, consumables, reports, document copies, removal & transport to the Contractor's depot of used waste materials and parts. Materials and parts shall include but not limited to lubricating oil, corrosion inhibitor, filters, gaskets, etc as necessary for the complete servicing of the plant.

**NOTE with reference to the Schedule of Quantities :**

**{PMP1475} TRANSPORT COSTS, SUBSISTENCE ACCOMMODATION, STAFF REMUNERATION & OTHER allowances shall be INCLUDED in the OVERHEAD RATES stated.**

**{PMP1475.1, PMP1475.2 & PMP1475.3} RELATE TO SERVICING THE PLANT.**

#### Payment

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Payment will be subject to submission of claims for payment with acceptable maintenance reports comprising completed job cards and maintenance checklists all signed and dated.

SECTION PMU : MAINTENANCE & REPAIR WORKS : UNPLANNED

PRELIMINARY & GENERAL ITEMS [PMU 100]

**CONDITIONS OF CONTRACT]**

**Scope**

The Contractor shall allow for all the responsibilities and obligations in terms of the conditions of contract and contract data, as specifically relevant to the Engineering works specified in this section PMU.

- § Risks, costs and obligations in terms of the General Conditions of Contract, the Contract Data and of the standardised specifications, except where provision is made in the Project Specifications to cover compensation for any of these items.
- § Head office and site overheads and supervision. Overhead costs relevant to this section.
- § Expenses of a general nature not specifically related to any item or items of permanent or temporary work.

**Measurement**

Fixed or time or value related sums for the stated items.

(a) Fixed

A sum that is not subject to adjustment.

(b) Time Related

A sum that is proportionately adjustable in accordance with the Time for Completion and any extension of the Time for Completion.

(c) Value Related

A sum that is proportionately adjustable in accordance with the value of this section PMU excluding the total of all amounts included under Sub-Section PMU 101 (Preliminary & General Items).

**Payment**

- a) Fixed : interim payment as evaluated by the Engineer
- b) Time related : In proportion to the elapsed time of the contract period.
- c) Value related : In proportion to the value certified for payment.

**CONTRACTOR'S SITE FACILITIES**

The contractor shall provide all necessary facilities at the sites of the unplanned maintenance works.

**Measurement**

Number of site attendances without distinction between sites or plant rating or location.

**SAFETY**

**Normative Reference**

{Part C2.2 : Occupational Health & Safety}

**Scope**



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The Contractor shall comply with the requirements of the Health & Safety Specification referenced above as specifically applicable to this section PMU which shall be incorporated into the Health & Safety Plan (Refer PEG)

The Engineer has been appointed the Agent of the Employer.

The contractor shall refer to the Site information Section PE1 and the specifications describing the scope of the Engineering Works, for information about the type of environment in which the work is to be executed. Notwithstanding anything stated in this document the contractor shall be responsible for determining the safety requirements of each site.

The premises in which the generating plant is situated will be occupied by staff during the contract period. Working areas shall therefore be demarcated by means of suitable signs and warning tape which shall be removed on completion of work.

Work in building interiors with gas torches or welding machines for joining pipework shall be executed with care and temporary protection for any adjacent timber, ceiling, tile roof or other flammable material shall be employed. A dry powder fire extinguisher shall be provided by the contractor in the immediate vicinity of any work involving flame or electric arc.

#### Particulars

##### a) Health & Safety Plan

A comprehensive supplement to the H&S Plan shall be prepared and submitted for approval. The supplement shall be included in the Principal Health & Safety Plan (PEG 105 : Safety).

##### e) Balance of Safety Related Items specific to section PMU.

The contractor shall provide for the balance of safety related items such as temporary marking, barriers, protective equipment and clothing, working with care, etc.

#### Measurement

Fixed or time related sums by item stated.

#### Payment

In proportion to elapsed time of the contract period.

### ENGINEERING WORKS

]

#### Scope

The scope of the work described in this section PMU shall include the remedy of plant breakdown or failure due to any reason as notified by the Faim Call Centre (Advance Call). Refer to Subsection PMU 9945.

Repairs as and when required shall also be executed as specifically approved & instructed by the Engineer. Such repairs may also include elements other than the generator plant, for example plantroom doors, floors, walls and electrical installation associated with the generating plant.

#### Purpose of the Proposed Engineering Works

The purpose of the unplanned maintenance works is to respond to and repair reported plant breakdown in the shortest possible time thus ensuring that all the generating plant are able to deliver full standby performance as and when required during electricity supply failure conditions or upon demand.

#### Particulars

##### a) Supervision and Management

The contractor shall supervise the scope of work and provide everything necessary for the complete engineering works whether described in precise detail or not. Such supervision shall include periodic inspection of the site to check that the unplanned maintenance work complies with the specifications and instructions. This item shall include allowances for construction tools specific to the installation and all relevant provisions. Arrangements





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shall be made with the occupants of buildings regarding access to the premises in order to execute the required services.

#### Measurement

Time related sum by description.

### UNPLANNED MAINTENANCE & PLANT BREAKDOWN

II

#### Scope

The Department operates a reporting system for any plant faults or breakdowns (complaints) which may occur.

The call centre is operated on behalf of the Department and is one for all departmental services named Worx4u system. No fees are to be paid by the contractor.

Client or tenant department staff report such plant faults or breakdowns to the DPW call centre which will log the complaint and transmit it to the contractor via the departmental representative, Works Manager responsible.

The contractor shall respond to the complaint as necessary in accordance with the assigned priority level & the breakdown (complaint) shall be repaired as necessary to restore the plant to full operation in the minimum time. The Contractor shall make the necessary staff standby arrangements in order to respond to breakdown reports within the MDTA period specified in the table below.

On completion of the complaint remedy the contractor shall complete an Unplanned Maintenance Job Card, Works Completion Certificate and submit to the departmental representative with a copy to the facility concerned. The Contractor shall attach to the Job Card the following documents associated with the complaint.

2. Copies of vendor tax invoices for materials, each endorsed with the Complaint Number, the Contractor's stamp and the Contractor's original signature.
3. Travel log sheet for travel exclusively incurred in attending to the Complaint. If the Complaint was repaired during a scheduled service visit to the plant concerned, then the travel log for the complaint shall be appropriately endorsed.
4. Time sheets of staff who attended to the Complaint all stamped and endorsed with the Contractor's original signature.
5. Further information which may be necessary or instructed like Works Completion certificate.

The Departmental representative (Works Manager) will be responsible for closing the call on the system. The Contractor shall be responsible for obtaining the fax number of each facility and establishing to whom the said fax must be transmitted.

Should the contractor not be able to complete the required breakdown repair work within the maximum down-time period allowed, it shall be his responsibility to obtain extension of down-time from the departmental representative (Works Manager). The written report shall clearly state the reasons for the extension, as well as the actual extension required.

Extension of down-time will only be granted by the Departmental rep if:

- (a) The maximum down-time is unreasonable in relation to the scope of the repair work required.
- (b) The delivery time of a new component/subassembly/machine or spares required for the repair of the defective component/subassembly does not enable the contractor to successfully complete the repair work within the maximum breakdown down-time allowed.



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Priority Level	Maximum Down-Time Allowed (MDTA)
Fatal breakdown where specified	4 hours (immediate response)
Emergency breakdown	24 hours
Ordinary breakdown	7 days

“Maximum down time” shall mean the period of time allowed to repair a breakdown, and “actual down-time” shall mean the measured period from the instant when the breakdown was logged with the contractor until the installation has been repaired to its functional specification.

#### Measurement

##### a) Breakdown Repair work :

Materials, labour & transport elsewhere measured under Dayworks.

##### b) Standby arrangements :

Fixed sum by description including vehicle costs, communication costs and allowances paid to staff on standby, but excluding the labour and allowances measured as Dayworks.

#### Payment

Payment will be subject to the submission of detailed claims for materials utilised and transport, together with the submission of unplanned maintenance Job Cards. Payment claims shall include full details of the work performed with supporting materials invoices, Job Cards, labour time sheets & transport details with distance travelled log.

#### DAY WORKS

##### Scope

Provide for certain approved repair works and response to breakdowns which have been reported via the Call Centre to be executed on the basis of Dayworks where specified or instructed. This item may only be utilised on the specific instruction of the Departmental representative (Works Manager). The “Notification of Breakdown Report” issued by the Worx4u Call centre will be deemed to be an instruction by the Works Manager. All overhead costs shall be included.

In the case of work provided for in terms of Provisional Sums, the Contractor shall submit a detailed quotation prior to commencing work. The amount of the quotation shall not be exceeded without approval prior to completion of the work concerned. In the case of emergency breakdown response, a prior quotation is not required except where the cost of materials required for the repair exceeds R5000,00 excluding VAT & contractor’s markup.

#### Measurement

##### Labour:

Time (hrs) including the full cost of employment such as wages, transport (excluding authorised transport), insurances, subsistence, allowances, overheads, etc.

##### Materials :

A provision for the cost of materials utilised in connection with work performed in terms of dayworks. The materials mark-up rate shall allow full compensation to the Contractor for quotation profit & attendance costs. The mark-up rate shall be given as a portion of the proven cost of the materials utilised, ie 15% must be entered as 0,15. Where components are specified & measured in sections PPR or PMZ, the rate stated in Sections PPR & PMZ shall apply to any repair & breakdown remedy executed in terms of this Section PMU.

Waste, such as used oil, cooling water & contaminated components : The material markup rate shall allow for the safe recovery & collection of waste at the site from where such waste shall be safely transported to the contractor’s depot for disposal as specified in Subsection (PEG 102.1k).

The term *materials* shall include *inter alia*, special repairs, services provided by subcontractors or vendors and



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tests by specialists as instructed.

#### Transport :

Authorised distance travelled measured in km, is separately quantified according to & within the area to which the journey has been made. Vehicular transport shall be measured in km between the reference location and the various sites at which services are performed will be determined on the basis of the following distance table. Transport between the contractor's head office and the reference location is not reimbursable, the costs thereof being an overhead for the contractor's own account. Where more than one breakdown is attended on the same day in the same area transport costs will be calculated on actual distance travelled as defined in this measurement clause. The measured quantity in km is provisional to be adjusted as utilised. The distances travelled shall be recorded in a log book with odometer readings, date, times, origin & destination places. Logbook copies shall be submitted with the monthly job card claims.

Staff travel time, subsistence & accommodation shall be included in the transport rates stated with distinction between differing total single round trip journey distances (ref location to destination/s & return to ref location) as stated in the table following.

Ref	Total journey distance
t01	<200km
t02	=>200km <500km
t03	=>500km

Reference Location : General Post Office, Govan Mbeki Avenue, Central, Port Elizabeth.

The reference maximum tare mass of the vehicle utilised for attendance on breakdown events shall not exceed 1500kg. Where a larger or specialised vehicle is necessary for example to execute special repairs, the contractor shall submit a quotation from a suitable vehicle hire or similar vendor and obtain the Engineer's prior approval before execution. A provision for the cost of such special heavy vehicle hire shall be allowed as stated in the schedule. Specialised vehicles shall include vehicles fitted with lifting equipment and cranes.

The following table illustrates an example of the method of measurement which shall be adopted in order to minimise travel costs. It is the Contractor's responsibility to ensure that all consumables, tools and spares are loaded in the transport for the sites to be visited to avoid the need to make an additional return to the depot during the day before the scheduled series of site visits are completed. Any such return journey shall be fully motivated and approved prior to the event.

Reference location to site A	48km
Site A to site B	6km
Site B to site C	9km
Site C to reference location	39km
<b>Total Distance</b>	<b>102km</b>

#### **Payment**

Payment will be subject to the submission of a detailed claim in the format prescribed by the Engineer, for materials utilised and transport, together with the monthly submission of job cards for maintenance & servicing or other tasks instructed to be performed in terms of dayworks. Payment claims shall include full details of the work performed with supporting materials invoices, close-out reports, labour time sheets & transport details with distance travelled log.

SECTION PM2 : MAINTENANCE WORKS : MISCELLANEOUS

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## PRELIMINARY & GENERAL ITEMS[PMZ 100]

### CONDITIONS OF CONTRACT

#### Scope

The Contractor shall allow for all the responsibilities and obligations in terms of the conditions of contract and contract data, as specifically relevant to the Engineering works specified in this section PMZ.

- § Overhead costs specific to this section.
- § Expenses of a general preliminary and general nature not specifically related to any item or items of permanent or temporary work.

#### Measurement

##### (c) Value Related Sum

A sum that is proportionately adjustable in accordance with the value of this section PMZ contract excluding the total of all amounts included under Subsection PMZ 101 (Preliminary & General Items).

### SAFETY

#### Normative Reference

{Part C2.2 : Occupational Health & Safety}

#### Scope

The Contractor shall comply with the requirements of the Health & Safety Plan as section PEG & as specifically applicable to this Section PMZ.

#### Measurement

Value related sum as defined in subsection PMZ 1. excluding asbestos.

Asbestos : Value related sum in accordance with the value of subsection {Hazardous Material Disposal} (PMZ 139)

### ENGINEERING WORKS

#### Scope

The scope of the Engineering Works described in this section PMZ shall include miscellaneous maintenance & repairs as specifically instructed by the Engineer. Such work shall be executed during the maintenance or replacement work specified in sections PMP, PMU & PPR, except where specifically otherwise instructed in which case travelling shall be as measured in {PMU : Dayworks}. Labour for installation shall be included in the rates stated.

Note that the rates stated in this section PMZ shall also apply to all sites.

#### Particulars

##### a) Supervision

The contractor shall supervise the scope of work and provide everything necessary for the miscellaneous maintenance & repair works in this section whether described in precise detail or not. Such supervision shall include periodic inspection of the site to check that the installation work complies with the specifications and instructions. This item shall include allowances for construction tools specific to the installation and all relevant provisions. Arrangements shall be made with the occupants of buildings regarding access to the premises in order to execute the required services.

The Contractor shall provide at his own cost a supply of Job Cards in accordance with the example included herein. The Job Card shall be completed legibly in ink after completion of each repair. In addition to the original completed Job Card submitted with the account, the contractor must submit a copy of the Job Card to the User Department for audit purposes.

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#### Measurement

Value related sum as defined in subsection PMZ 101.

### CONTRACTOR'S DRAWINGS & EQUIPMENT SPECIFICATIONS

#### Scope

Such drawings and/or documents for new and replacement equipment or components where required or necessary shall be submitted for approval prior to placing orders. Documents for electrical equipment shall include full wiring diagrams and component schedules which are suitable for incorporation into the O&M Manuals. The contractor shall submit information using proforma documents if so instructed.

#### Particulars

##### a) Equipment & Materials Product Data

All equipment new & replacement shall be selected with due regard to the installation site conditions

Equipment shall at all times be selected to operate within the limits recommended by the particular manufacturer.

Where equipment will be required to operate at conditions deviating from the manufacturer's standard selection tables, re-rating shall be performed strictly in accordance with the manufacturer's methods.

Product references, where stated in this document, shall be taken merely as a guide to product selection, notwithstanding which, all equipment and materials shall comply in full with the specifications.

##### b) Material of Equal Quality

Replacement parts, spares and materials used shall be of equal specification to the component that is being replaced and shall where possible carry the SANS mark of approval, but can be of a different size if specifically required by the Department. If such equivalent component is not available, then the alternative component shall be submitted to the Works Manager for approval prior to procurement & installation.

The serial numbers of original and new components shall be entered on job cards and claims presented for payment. The guarantee cards for items shall also be attached to job cards.

#### Measurement

Number of entities submitted by description. Unit = no.

### DISMANTLE EXISTING EQUIPMENT AND INSTALLATIONS

#### Scope

Existing redundant, obsolete and scrap plant including equipment and materials which are to be replaced by new plant shall be disconnected, dismantled, removed from the site of the works and disposed. Such equipment and materials shall be removed from the site within 14 calendar days of dismantling. Any temporary site storage facility shall be secure under lock & key. Hazardous waste shall be dismantled, removed & disposed in terms of the relevant OHS regulation & approved Health & Safety plan.

Existing equipment & components which are to be reused shall be dismantled from the existing works and securely stored until required.

Electrically powered equipment shall be disconnected & the circuits made safe prior to dismantling.

Material for disposal shall be removed from the site and transported to an approved waste site or to a other premises for recycling into the relevant market. Disposal certificates or receipts shall be submitted to the Engineer.

#### Particulars

Dismantle the components in preparation for replacement by new items, including fuel, making safe &



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disconnecting cables.

Existing conduit which is to be reused shall remain *in situ* unless damaged or corroded. Such conduit shall be cleaned and suitably prepared for the new installation. Conduit shall be cleaned with a pull-through.

#### Measurement

##### Dismantling of Redundant & scrap material

Complete scope without distinction between varying layouts, including removal of plant, control panels, fuel tanks, cables and wiring panel to generator including temporary storage on site. Disconnection and making safe of circuits shall be included. In the case of the recovery of buried cable, excavation is elsewhere measured.

Measurement unit = Mass of material disposed without distinction between differing materials (kg).

Any proceeds from the disposal of obsolete & scrap material shall be allowed in the rates stated in the schedule of quantities.

#### HAZARDOUS MATERIAL CLEARANCE & DISPOSAL

[PMZ]

##### Normative Reference

Occupational Health & Safety Act (85 of 1993) : Asbestos Regulations  
{C2.1 : Statutory Inspection & Test : Hazardous Materials}

##### Scope

###### Exhaust Pipe & Silencer Lagging :

Certain plant may be fitted with asbestos fibre based lagging over the exhaust pipe and silencer. In such instances the existing lagging shall be removed completely and the exhaust pipe system cleaned of all vestiges of the old lagging prior to fitting new lagging.

Materials containing asbestos are extremely hazardous to personal health and shall therefore be handled in terms of the Asbestos Regulations.

Risk analysis & safe work procedures relating to all asbestos work shall be included in the Health & Safety Plan as elsewhere measured.

Clearance, transport & disposal of asbestos based lagging shall be executed by an authorised asbestos contractor complying with the requirements of the Asbestos Regulations clause 5(1). The certificate of the said authorised contractor shall be submitted to the Engineer. The certificate shall remain valid for the entire period during which the said person/s is/are performing work on hazardous material. Allowance shall be made for everything necessary including but not limited to safety containers, protective clothing, signs, tools & complete decontamination upon the removal of samples or bulk lagging.

Lagging which has been identified as containing asbestos shall be completely removed and safely disposed at a licenced hazardous waste facility in terms of the Asbestos regulations. A disposal certificate shall be submitted on completion of all disposal. The waste from individual plant shall be safely stored on site in containers until such time as the waste is collected from the site and transported to a disposal site.

##### Work by Others

Assessment, inspections and testing in connection with hazardous waste identification, clearance & disposal will be conducted by an Approved Inspection Authority (AIA) or Approved Testing Authority (ATA) as relevant. The AIA & ATA will be appointed & employed by the Works Manager in terms of C2.1 : {Statutory Inspection & Test : Hazardous Substances}.

##### Particulars

Asbestos has been removed from the following sites :

Graaff-Reinet Area : Graaff-Reinet DCS

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Cradock DoL,  
Middelburg DCS

Grahamstown Area : Fort Beaufort DCS  
Military Building 23 SANDF  
Kinkelbos SAPS  
Military Base building 381 SANDF

Port Elizabeth Area : Mount Road SAPS

#### Measurement

##### Assessment inspections, samples & testing :

Performed by others as elsewhere measured C2.1 : {Inspection & Test : Hazardous Materials}.

##### a) Clearance :

Personnel : Time on site performing waste clearance work, distinguished by personnel grade. The normal time rate shall apply to normal working periods in terms of the Labour Relations Act.

Day out & night out allowances : Subject to the prior approval of the Works Manager such allowances shall include subsistence & accommodation for personnel who are required to work beyond the a radius of 75km of the reference location which is defined in C2.1 {Dayworks, transport}.

Personal protective equipment (PPE) : Full set per person as required for asbestos clearance. Unit = no (sets)

PVC bags : Number of sealed bags without size distinction. Unit = no.

d) Disposal : Number of sealed containers filled on site with recovered waste and disposed The container quantity & type shall be recorded by the contractor & submitted for measurement and payment by means of a complete Job Card. The provision of a disposal certificate shall be included. Unit = no by description including disposal.

##### f) Transport :

Site clearance : Vehicle : Approved distance travelled for transport of technical staff to, between & from sites. Excludes personnel costs. Unit = km.

Site clearance : Personnel travel : Time expended by technical staff travelling to, between & from sites for the purpose of waste clearance, distinguished by personnel grade. Overtime is elsewhere provided.

Waste collection & transport to disposal site : Distance travelled by certified waste vehicle with distinction between areas. The rate shall include the costs of the vehicle, operating staff, pick-up staff & all allowances for the area stated.

\* Note the requirement to minimise travel to & between sites as specified in the clause {Dayworks, transport}.

v) Overtime : Provisional amounts as stated in the schedules shall be allowed for approved personnel overtime which is subject to measurement on completion. Job Cards & time sheets shall be submitted for measurement purposes. Overtime shall be calculated as follows : Weekday : Normal rate x 1,50 ; Sunday : Normal rate x 2,00. Overtime shall receive the prior approval of the Engineer.

#### EXCAVATION OF TRENCHES

[PMZ 210]

##### Scope

##### Trenches for new cable & pipework

Trenches shall be excavated for the installation of pipework, sleeves, cables and earthing conductors as required.

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Cable protection measures (elsewhere) shall be installed over the cable bedding material. Backfill shall be completed with reinstatement of the previously reserved topsoil or lawn at the trench finished surface.

#### Exposure of Existing Cables & Pipework

Excavate for existing cables with care as required. Backfill, compact and reinstate surface with previously reserved material.

#### Particulars

Topsoil and any surface covering such as lawn shall be removed with care & reserved for reinstatement after backfilling. Lawn shall be cut into turfs not exceeding 400x400mm and of adequate depth to preserve the roots. The turfs shall be neatly stacked on site and maintained moist until required for reinstatement.

Bedding material shall be imported from a suitable source. Minimum trench dimensions : 300 wide, 650 deep to provide the specified minimum cover. Bedding shall consist of clean dry river sand without any additives or salt content.

Bedding and backfill shall be compacted to 90% modified AASHTO density.

#### Measurement

Cubic metres with distinction between soil types.

Distinction where trench depth exceeds 1500mm.

Lawn : Area excavated & reserved including reinstatement.

Exposure of existing surfaces : Cubic metres with distinction between soil types.

### FLOOR CHANNEL COVERS, STEEL

[ PMZ 272]

#### Scope

Floor channels containing cables or pipework shall be closed completely by means of removeable solid steel plates or rectangular grids.

#### Particulars

##### Steel plates :

- § Patterned trafficable surface similar to "chequerplate" design for slip prevention.
- § Stiffened near the plate edges to prevent distortion and lifting of edges and to locate the plates in the channel. Stiffening members shall be welded to the plate and of at least 30mm perpendicular to the plate underside.

##### Rectangular grids :

- § Vertical rectangular grid with a slip resistant pattern on the upper edges of the grid members.

##### Materials :

Hot dip galvanised steel. Galvanising shall be performed after all cutting & welding and shall not cause distortion in the plate.

or

Stainless steel grade 304

#### Measurement

Dimension, mass or plan area of plate or grid by description without distinction as to the number of sections required.

### PAINTING & SURFACE COATINGS : BUILDINGS

#### Scope

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Where instructed plantroom walls, floor and timber structures shall be refinished using approved proprietary products. The finish shall provide full cover and consistent colour. Surface coatings shall be applied complete with appropriate primer, undercoat and finishing coats all in accordance with the manufacturer's specifications.

Surfaces shall be prepared by filling minor cracks & imperfections, removing all loose paint and dust, washing with detergent and rinsing in accordance with the coating manufacturer's specifications. Coatings shall be applied in accordance with the coating manufacturer's specifications.

#### Particulars

##### Preparation of Surface as specified

on new plaster & filler : Alkali resistant primer : 1 coat  
on steel window frames: Self-etch metal primer : 1 coat  
Undercoat Universal white : 1 coat

##### Finishing coats on the following surfaces

Walls (plaster) : Pure acrylic paint min 2 coats.

Floor screed : Four component self levelling solvent free seamless epoxy coating, 3mm thickness.

Floor screed : Standard epoxy coating single or two part without self-levelling properties.

Steel window frames : Enamel gloss min 2 coats

Varnished timber : Sand to remove all loose & deteriorated varnish. Apply timber reconditioner & wash prior to applying four coats of UV resistant varnish.

#### Measurement

Area covered for complete coating system including preparation, primer undercoat and finishing coats. Plaster & screed repairs excluded. Timber structures shall include doors & window frames.

#### CABLE CHANNEL, STEEL

[PMZ 460]

##### Scope

Cable channel shall be installed to accommodate wiring & cables within the plantroom.. Openings for conduit shall be punched and fitted with a ferrule.

#### Particulars

##### Material

Profile : Return edge channel  
Material : Galvanised steel  
Covers : Galvanised steel  
Finish : Epoxy powder coat, orange where exposed to view.

Dimensions : CCP 9000 : 127 x 76 x 1,0mm (wdt)  
: CCP 8000 : 76 x 76 x 0,8mm (wdt)  
: CCP 2000 : 41x41x1,0 mm (wdt).

On surfaces : Back of channel against surface. Fix by means of galvanised anchors.

#### Measurement

Linear by dimension without distinction between installation methods and number of conduit terminations including all splices, elbows, covers and installation accessories.



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## CABLE TRAY

[PMZ 485]

### Normative References

Ref : Part 3/C

### Scope

Cable tray shall be installed to accommodate cables within the plantroom.

Proprietary bends, elbows, junctions and transitions shall be installed at changes of direction and tray dimension. Covers shall be fitted throughout.

### Particulars

Type CT2 :	Perforated steel, hot dip galvanised, straight or return flange type
Material thickness	1,6mm
Dimensions	Refer to schedule of quantities
Cover	Electro galvanised steel
Finish	Natural galvanised
Installation	On unistrut brackets, fixed to truss structure.

### Measurement

Linear by dimension including splices, bends, junctions, support accessories, covers, etc.

### Scope Summary

Mains cable : At generator

The existing cables shall have been disconnected as elsewhere measured in the case of new plant installation. New cables and earth continuity conductors shall be installed only as required or instructed. Existing cable shall be installed after testing.

## CABLE, 600/1000V ARMOURED (PVCA)

[PMZ 510]

### Normative References

C2.3 : DPW354.C4...6 : PVC insulated cables.

### Scope

Cable rating specifications are stated on the circuit schedules.

Interior cable shall be installed on cable tray and secured thereto by means of proprietary clamps or straps. PVC ratchet straps shall not be used.

In the case of the container set, cables to the generator plant shall be installed underground and into the generator via sleeves through the generator plinth. Underground cable shall be installed in a trench with a 600mm cover and protected with PVC warning tape & slabs as elsewhere specified and measured.

Cables on the external face of buildings or structure shall be protected by galvanised steel kickpipes up to the eaves height [PEB 581].

### Measurement

Linear by conductor arrangement including all methods of installation. Route preparation, sleeves, excavation & protection and route marking elsewhere.





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## **CABLE TERMINATIONS, 600/1000 PVCA**

[PMZ 515]

### **Normative References**

C2.3 : DPW354.C6 : Cable terminations & joints

### **Scope**

Cable termination glands shall be shrouded using premoulded heat shrink products. Incoming power & control cable tails shall be terminated by the contractor including provision of glands. The correct phase rotation shall be ensured before energising.

### **Measurement**

Number per conductor arrangement including installing cable gland, shrouds, terminal lugs and termination at terminals. Termination of earth continuity conductors (ecc or eccu) installed with cables shall be included in the termination of the associated cable.

## **EARTH CONTINUITY CONDUCTORS, UNINSULATED (ECCU)**

[PMZ 519]

### **Scope**

Cable circuits shall be provided with an ECCU installed with the cable and secured to it.

### **Particulars**

Stranded hard drawn copper conductor.

### **Measurement**

Linear by conductor cross sectional area including all methods of installation. Termination included with cable termination.

## **ELECTRONIC CONTROLLER FOR GENERATOR PLANT**

### **Scope**

New control panels shall be provided with an electronic controller and where instructed an existing generator set controller shall be replaced by a new electronic device. The control panel wiring, components and metalwork shall be altered as necessary to accommodate the new unit. Any panel alterations shall preserve the protection class of the enclosure and any new finishes shall match the existing enclosure finish.

Prior to installation of the new device the manufacturer's product data sheets shall be submitted for record purposes.

A drawing of all alterations shall be submitted at completion of the work. Drawings shall include wiring diagrams & panel layouts. The wiring diagrams shall represent the complete control system, not merely the alterations & additions.

### **Particulars**

Description : Microprocessor based control & monitoring unit including integral display & tactile functions & operating software.

Display : LCD graphic touchscreen with backlight 192x64 pixel analogue or digital presentation.

Transfer switch control : Contactor or motorised circuit breaker control.

Automatic clock & calendar : Integral



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**Dummy load control :** The unit shall control up to two-stage heater elements via contactors including heater current monitoring. Where the dummy load heater elements are cooled by an electrically operated fan, the controller shall provide a means of monitoring effective fan operation which ensures that the heaters operate only when the fan is operating effectively.

**Data download & setup :** R-S232 port plus interface cable for personal computer (pc) download & analysis shall include facility to download the stored event log and perform the complete controller setup from a pc. Setup, download & analysis software for Windows based pc shall be included.

**Minimum Control & Monitor functions :**

- § Mains voltage
- § Mains fail/restore
- § Alternator voltage
- § The Alternator line currents
- § Frequency
- § Incoming supply voltage failure timer phase
- § Incoming supply restore timer
- § Transfer switch timer
- § Cool-off timer
- § Repeat start control
- § Displays : Volts frequency ampere, battery voltage, running time.
- § Alarms : Refer to part C2.3 clause 2.1 page 3.

**Compatibility :**

The contractor shall be entirely responsible for ensuring that the new controller controls & monitors the plant in accordance with the original manufacturer's specifications.

**Measurement**

**Controller Unit :** Number of units supplied & installed into an existing control panel irrespective of the plant rating. Applicable to all ratings of diesel powered plant.

**New panel :** The controller unit is included in the relevant control panel measurement.

## MAINTENANCE OF METAL PLANT COMPONENTS

**Normative Reference :**

Part C2.3 clause 1 page 3/1 : Standard Paint Specification C39.

**Scope**

Where required, any corroded or damaged components of the generator, generator enclosure, fuel tank etc shall be repaired such as to match the surrounding components of the plant. In the case of in-situ repairs, the corroded surface area shall be completely cleaned of corrosion products, degreased, treated with a suitable metal primer and undercoat prior to overcoating the complete panel on which the repair has been made.

Any firmly adhering paint outside the repaired area shall be abraded and degreased prior to overcoating. The edges of surrounding firm paintwork shall be faired such that edges are not visible after the finish coats have been applied. All surface coatings shall be applied strictly in accordance with the product manufacturer's specifications. The contractor shall ensure that the new coating products are compatible with any existing finish which is overcoated.

In-situ repairs shall be performed using an air powered spray applicator. Areas surrounding the work section shall be effectively masked to prevent overspray. Should overspray occur, the contaminated surface shall be immediately cleaned.

All products shall be suitable for interior and exterior use. Manufacturer's data sheets shall be submitted to

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demonstrate compliance with the specification and for application monitoring purposes.

#### Particulars

In-situ repair : Gloss air drying spray applied enamel  
Minimum two coats of finish colour for an overall minimum dry film  
thickness (dft) of 100µm, including primer & undercoat.

#### Measurement

Area in square metres (m<sup>2</sup>) coated including surface preparations & all coats distinguished by process.

Transport measured in Dayworks.

### STATUTORY INSPECTIONS & TESTS : HAZARDOUS SUBSTANCES

#### Normative References

Occupational Health & Safety Act (85 of 1993) : Regulations pertaining to hazardous substances.

#### Scope

The Works Manager will appoint an Authorised Inspection Authority (AIA) & an approved testing authority (ATA) as required by the statute or necessary to inspect, monitor, approve and certify site clearance (removal of hazardous substances from plant on site), storage, transport, tests and disposal actions executed.

The contractor shall attend as necessary or required upon the appointed AIA & ATA. Such attendances shall include, *inter alia* attendance on site during the site actions of the AIA & ATA.

#### Particulars

The following plant shall be subjected to statutory inspection & test.

§ Exhaust pipe lagging & cladding material which contains asbestos fibre.

The following actions shall be executed.

- The Contractor shall make prior arrangements including all administrative processes with the appointed service providers regarding the site locations and scope of the work at each site. The contractor shall attend on AIA & ATA as necessary.
- Inspections shall be conducted in terms of statute. Any tests shall be performed by the ATA under the direction of the AIA. The ATA will perform non destructive tests (NDT) or other tests on the system as necessary. The contractor shall attend on AIA & ATA as necessary.
- Hazardous substance clearance, as determined by the AIA shall be executed as instructed by the Works Manager & elsewhere measured. The contractor shall attend on AIA & ATA as necessary.
- On completion of successful clearance, the AIA will issue the necessary reports & certificates to the Engineer. The contractor shall attend on AIA & ATA as necessary.

#### Measurement

Contractor's approved attendances on the appointed AIA & ATA : Time on site by employee grade subject to job card signed by person upon whom the attendance is performed. Unit = hours (h). Such attendances shall be specific to the AIA & ATA duties.

Administrative attendances shall be deemed elsewhere included as Supervision & Management .

Travel to the site for the purpose of attending on the AIA & ATA shall be as measured elsewhere as Dayworks in



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## SECTION PPR : PLANT REPLACEMENT

### PRELIMINARY & GENERAL ITEMS[PPR 100]

#### CONDITIONS OF CONTRACT

##### Scope

The Contractor shall allow for all the responsibilities and obligations in terms of the conditions of contract and contract data, as specifically relevant to the Engineering works specified in this section PPR.

- § Overhead costs specific to this section.
- § A detailed program for the execution of the plant replacement works, listing each plant, its location and fixed dates of replacement. The contractor will be required to comply with the program at all times. The entire replacement programme shall be complete within twelve months of commencement.
- § Expenses of a general preliminary and general nature not specifically related to any item or items of permanent or temporary work.

##### Measurement

Fixed or time or value related sums for the stated items.

##### (a) Fixed

A sum that is not subject to adjustment.

##### (b) Time Related

A sum that is proportionately adjustable in accordance with the Time for Completion and any extension of the Time for Completion.

##### (c) Value Related

A sum that is proportionately adjustable in accordance with the value of this Section PPR excluding the total of all amounts included under Sub-Section PPR 101 (Preliminary & General Items).

##### Measurement

Time related sum by item stated.

#### SAFETY

##### Normative Reference

{Part C2.2 : Occupational Health & Safety}

##### Scope

The Contractor shall comply with the requirements of the Health & Safety Specification referenced above as specifically applicable to this Section PPR.

The Engineer has been appointed the Agent of the Employer.

The contractor shall refer to the Site information Section PE1 and the specifications describing the scope of the Engineering Works, for information about the type of environment in which the work is to be executed. Notwithstanding anything stated in this document the contractor shall be responsible for determining the safety requirements of each site.





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The premises in which the generating plant is situated will be occupied by staff during the contract period. Working areas shall therefore be demarcated by means of suitable signs and warning tape which shall be removed on completion of work.

Work in building interiors with gas torches or welding machines for joining pipework shall be executed with care and temporary protection for any adjacent timber, ceiling, tile roof or other flammable material shall be employed. A dry powder fire extinguisher shall be provided by the contractor in the immediate vicinity of any work involving flame or electric arc.

#### Particulars

##### a) Health & Safety Plan

A comprehensive supplement to the H&S Plan shall be prepared and submitted for approval. The supplement shall be included in the Principal Health & safety Plan {PCG Safety}

##### e) Balance of Safety Related Items specific to Section PPR

The contractor shall provide for the balance of safety related items such as temporary marking, barriers, protective equipment and clothing, working with care, etc.

#### Measurement

Fixed or time related sums by item stated.

#### Payment

In proportion to elapsed time of the contract period.

### ENGINEERING WORKS

#### Scope

The scope of the Engineering Works described in this section PPR of the document shall include the dismantling & removal from the site of certain existing plant & replacement by new generating plant of equal or increased rating. The plant replacement works shall include the manufacture, delivery to site, installation, commissioning, testing, handover and guarantee of complete automatic starting diesel generator sets complete with all ancillary equipment, control panel, power transfer panel & interconnecting cables. Building and other finishes affected by the removal & installation work shall be made good.

All work associated with the installation of the replacement plant shall be completed as quickly as possible in a single continuous period without interruption.

Note that the rates stated in this section PPR shall also apply to all sites.

The following plant shall be replaced by new plant of the rating specified in the schedule of plant & components in Part C2.7 Schedule EG1. The specific sites concerned are measured in Part C2.4. The Contractor shall be responsible for ensuring that all necessary plant is delivered to the site in terms of the measurement clause of PPR1432.

#### Graaff-Reinet Area

- |     |             |                 |
|-----|-------------|-----------------|
| a.. | middel.saps | Middelburg SAPS |
| b.  | rietbr.saps | Rietbron SAPS   |
| c.  | willow.saps | Willowmore SAPS |

#### Grahamstown Area

- |    |              |                            |
|----|--------------|----------------------------|
| d. | ftbeau.dcs   | Fort Beaufort DCS          |
| e. | graham.df229 | Military Base Building 229 |
| f. | graham.df330 | Military Base Building 330 |
| g. | graham.df023 | Military Base Building 23  |
| h. | healdt.saps  | Healdtown SAPS             |

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**Port Elizabeth Area**

i.	Kirkwo.dcsn	Kirkwood DCS Main Building
j.	seaview.saps	Seaview SAPS : Remove complete plant including container to workshop for scrapping of container only & rebuilding plant to a new enclosure. Certain building works are required.
k.	slagbm.saps	Slagboom SAPS
l.	stab-1.dcs	St Albans DCS Substation 1
m.	stalb-5.dcs	St albans DCS Substation 5

**Purpose of the Proposed Engineering Works**

The purpose of the plant replacement works is to ensure that all the generating plant are reliable, of adequate capacity & able to deliver full standby performance as and when required during electricity supply failure conditions or upon demand.

**Particulars**

**a) Supervision and Management**

The contractor shall supervise the scope of work and provide everything necessary for the complete engineering works in this section whether described in precise detail or not. Such supervision shall include periodic inspection of the site to check that the installation work complies with the specifications and instructions. This item shall include allowances for construction tools specific to the installation and all relevant provisions. Arrangements shall be made with the occupants of buildings regarding access to the premises in order to execute the required services.

Suitably qualified & skilled personnel shall be available to carry out any emergency repair work under warranty on a 24 hours basis including week-ends and public holidays.

The Contractor shall provide at his own cost a supply of Warranty Job Cards in accordance with the example included herein. The Job Card shall be completed legibly in ink after completion of each warranty service or breakdown. In addition to the original completed Job Card submitted with the account, the contractor must submit a copy of the Job Card to the User Department for audit purposes.

**1.5.3 Measurement**

Time related sum by description.

**CONTRACTOR'S DRAWINGS & EQUIPMENT SPECIFICATIONS**

**1.6.1 Scope**

Such drawings and/or documents for new and replacement equipment or components where required or necessary shall be submitted for approval prior to placing orders. Documents for electrical equipment shall include full wiring diagrams and component schedules which are suitable for incorporation into the O&M Manuals. The contractor shall submit information using proforma documents if so instructed.

**1.6.2 Particulars**

**a) Equipment & Materials Product Data**

All equipment new & replacement shall be selected with due regard to the installation site conditions

Equipment shall at all times be selected to operate within the limits recommended by the particular manufacturer.

Where equipment will be required to operate at conditions deviating from the manufacturer's standard selection tables, re-rating shall be performed strictly in accordance with the manufacturer's methods.

Product references, where stated in this document, shall be taken merely as a guide to product selection, notwithstanding which, all equipment and materials shall comply in full with the specifications.





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**b) Material of Equal Quality**

Replacement parts, spares and materials used shall be of equal specification to the component that is being replaced and shall where possible carry the SANS mark of approval, but can be of a different size if specifically required by the Department. If such equivalent component is not available, then the alternative component shall be submitted to the Engineer for approval prior to procurement & installation.

The serial numbers of original and new components shall be entered on job cards and claims presented for payment. The guarantee cards for items shall also be attached to job cards.

**Measurement**

Number of entities submitted by description. Unit = no.

**DISMANTLE EXISTING EQUIPMENT AND INSTALLATIONS**

**Scope**

Existing redundant, obsolete and scrap plant including equipment and materials which are to be replaced by new plant shall be disconnected, dismantled, removed from the site of the works and disposed. Such equipment and materials shall be removed from the site within 14 calendar days of dismantling. Any temporary site storage facility shall be secure under lock & key. Hazardous waste shall be dismantled, removed & disposed in terms of the relevant OHS regulation & approved Health & Safety plan.

Existing equipment & components which are to be reused shall be dismantled from the existing works and securely stored until required.

Electrically powered equipment shall be disconnected & the circuits made safe prior to dismantling.

Material for disposal shall be removed from the site and transported to an approved waste site or to a other premises for recycling into the relevant market. Disposal certificates or receipts shall be submitted to the Engineer.

**Particulars**

Dismantle the complete generating plant installations in preparation for replacement by new plant including fuel tank & pipes, control panel, making safe & disconnecting cables.

The schedule of plant is stated in subsection {Engineering Works} & measured in the Schedule of Quantities.

The following shall remain *in situ* for reuse in the new installation;

Distribution cables which remain serviceable as determined in terms of PEB121,

Conduit which is built into the structure and which remains serviceable as determined in terms of PEB121,

Existing conduit which is to be reused shall remain *in situ* unless damaged or corroded. Such conduit shall be cleaned and suitably prepared for the new installation. Conduit shall be cleaned with a pull-through.

**Disconnection Measurement**

**Dismantling of Redundant & scrap material**

Complete scope per entity stated, without distinction between varying layouts, including removal of plant, control panels, fuel tanks, cables and wiring panel to generator including temporary storage on site. Disconnection and making safe of circuits shall be included. In the case of the recovery of buried cable, excavation is elsewhere measured. Measurement unit = Fixed sum by description.

**Complete Plant Disposal**

Mass of material by description removed from the site & transported to disposal site, subject to the provision of a certificate of disposal stating the description or mass. Crane hire, jacking, rigging, lifting, safety requirements & transport to disposal shall be included. Unit = no or kg or fixed sum.



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Any proceeds from the disposal of obsolete & scrap material shall be allowed in the rates stated in the schedule of quantities.

**Items for reincorporation in the Works**

Where specifically stated in the schedule, the item concerned shall include secure storage until required for installation or preparation for reuse *in situ* as appropriate to the item.

**GENERAL SCOPE**

The building and related finishes shall be made good on completion of installation in which generating plant is accommodated shall be maintained in a clean & serviceable condition. The requirements for plantroom and environs maintenance are specified. The relevant schedules shall be completed at every maintenance visit and submitted for record & payment.

Seaview SAPS : Earthworks, a new concrete plinth & cable trenches are required for the new container plant.

**EXCAVATIONS FOR STRUCTURAL SUPPORT**

**Normative References**

C2.3 : PW371 Section 2 : Earthworks

**Scope**

Excavation for the plinth required for the generator plant shall be excavated to the required depth and levelled . The base of the excavation shall be compacted to 95% modified AASHTO density.

Where the in-situ base of the excavation is unsuitable, the depth of the excavation shall be increased as necessary and backfilled with structural earthwork [PEG 216] compacted to 95% mod AASHTO density.

Density tests shall be conducted on completion of compaction [PEG 219].

Surplus excavated material shall be disposed off site except as otherwise instructed. The disposal site shall be subject to approval.

**Particulars**

Required for generator plant plinths at the following site;  
Seaview SAPS (seaview.saps) : Dimensions : refer to drg EG04.

**Measurement**

Excavation : Cubic metres excavated with distinction between soil types. Distinction where excavation depth exceeds 1500mm. Provisional quantities.

Disposal of surplus material : Cubic metres including transport.

Transport : Fixed sum per journey by approved vehicle within a 15km radius of the site.

**STRUCTURAL EARTHWORK**

**Normative References**

C2.3 : {PW 371} Section 2 : Earthworks

**Scope**

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Structural earthwork shall be placed under concrete plinths & surface beds and shall consist of the following layers

Earth filling from sources off-site deposited in layers not exceeding 150mm thick and compacted 98% modified AASHTO density.

Filling (obtained from off-site source) deposited in layers not exceeding 150mm thick and compacted to the 98% modified AASHTO density consisting of :

6. Hardcore filling 150mm
7. Granular sand filling laid & compacted in layers to receive waterproofing membrane or cement blinding layer.

**Particulars**

Required for plinths at the following site.

Seaview SAPS (seaview.saps) : Drawing EG04 refers.

**Measurement**

Volume (m<sup>3</sup>) including transport to the site.

**SOIL COMPACTION TESTS**

**Normative References**

AASHTO Test Method

**Scope**

Where specified, necessary or instructed, soil density shall be tested in accordance with the AASHTO modified test method.

Tests shall be performed on a dry water-free surface.

**Particulars**

Required for plinths at the following site.

Seaview SAPS (seaview.saps) : Drawing EG04 refers

**Measurement**

Number of tests conducted including test equipment, test location preparation, consumable & test report.

Travel : Dayworks refers.

**SLEEVES FOR CABLES**

[PPR 230]

**Scope**

Cables shall be installed in sleeves at the entry to the generator plinth. The external end of the sleeve shall extend 600mm beyond the plinth perimeter & 50mm above the plinth surface.

**Particulars**

Site : Seaview SAPS (seaview.saps)

Material : uPVC

Grade : Class 6

Bend radius : 3 times cable diameter

**Measurement**

Straight lengths : Linear by dimension. Unit : m

Fittings : Number by description. Unit : no



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## CONCRETE PLINTHS (Plant Support)

[PPR 251]

### Normative References

C2.3 : PW371 section 3 : Concrete Formwork & Reinforcement

### Scope

Plinths for the following plant shall include nominal reinforcing to prevent cracking. The surface shall be steel trowelled to level 200mm above ground level. Cable sleeves shall be installed as necessary as measured elsewhere [PEG230].

### Particulars

Generator Plinth : Dimensions : Refer to drawing EG04. The exposed horizontal & vertical corners of the plinth shall be chamfered 50mm at 45degrees. Concrete shall comply with PW 371.3.4. {C2.3}.

Site : Seaview SAPS {seaview.saps}

### Measurement

Plinths not exceeding 1m<sup>3</sup> in volume : Number by description including reinforcing and form work.

Other plinths & foundation structures : Volume of concrete including reinforcing & formwork.

### Normative Reference

C2.3

Issue1Xa : Standard specification for electrical installations & electrical equipment pertaining to mechanical services.

PW354.C17 : Standard Electrical Specifications : Switch boards up to 1kV.

### Scope

Electrical distribution and control shall be effected by the distribution boards & control panels specified in the paragraphs following. Notwithstanding any proposed layout illustrated in the drawings, construction shall comply with the contractor's approved workshop drawings.

### Distribution Board Component Particulars

Component product quality shall comply with the requirements of Part 3, however, all such components remain subject to approval prior to manufacture into a distribution board. In any class of component all items shall be of the same manufacture unless otherwise approved. Conductors and cables stated on the schedules shall be new except where otherwise stated and compression terminals shall be correctly dimensioned for the terminated conductor.

Spaces in distribution board fascia plates shall be fitted with safety blanks which clip into the mounting rail as for switchgear and cannot be removed without removing the fascia plate. The safety blank shall be of a similar profile to the switchgear. Escutcheon blanks which clip into the fascia panel do not comply with this requirement.

Abbreviations : Switch disconnecter : SD  
: Circuit breaker : CB  
: Residual current device with overcurrent protection : RCCB  
: Ditto without overcurrent protection : RCSD  
:

## GENERATOR TRANSFER PANEL

[PPR 302.1]

### Normative Reference

C2.3 : DPW Standard Spec for Generator Plant.

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#### Scope

This panel shall function as the switching point between essential (generator) and non-essential supplies. Refer to the relevant drawing referenced below. The engine & generator control (AMF) panel components shall be integrated into this panel.

#### Particulars

##### Construction :

Type	Determined by product offered
Protection class	IP54 unless inside the generator enclosure (container)
Material	Galvanised sheet steel
Finish	Epoxy/polyester powder coated
Max dimensions	N/A
Colour	Non-essential : Electric orange. Essential : Red.
Access	Front or as necessary
Cable/wiring entry	Bottom or top as dictated by existing cables at the site.
Installation	Floor standing in plantroom or integrated with container..
Doors	Hinged with secure latches & warning labels
Location	Within plantroom

##### Equipment :

Refer to Drawing EG-02 which shall be read in conjunction with the plant & component schedule on page C2.7/1.

Panels exceeding 90A shall be provided with mains, generator & ESS source busbars which comply with the DPW standard specification {C2.3 PW354}

Automatic Mains Failure (AMF) Controller : As elsewhere specified.  
Refer to measurement clause below.

##### Transfer switches :

Automatic transfer switches shall consist of two matching moulded case devices operated by electric motor. The switches shall be rated as stated on the schematic drawing and shall comply with SANS 156 with minimum rupturing capacity of 10kA. The switches shall be mechanically & electrically interlocked such that only one switch is permitted to close at any time. 4-pole switches are required.

##### Manual bypass switch :

Located on within the electrical transfer panel with reference to C2.3 Section 1 / 3.11. 4-pole switches are required. The bypass switch operating handle shall be external to the panel.

##### Testing :

Factory witness tests shall be conducted in the presence of the Engineer & Employer's representative.

##### Measurement

Complete item including cables & interconnections to the AMF and alternator. Termination of external cables is measured elsewhere. Electronic controller as elsewhere specified {Section PMZ}, shall be included in this item..



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Transport to the sites of installation shall be elsewhere included in the delivery of new generating plant to the sites. Refer {PPR : Diesel Generating Plant}.

#### Scope

The plant shall be bonded to the installation earth.

#### EQUIPOTENTIAL BONDING

##### Scope

All exposed conductive parts of the plant control panel, wireways and adjacent structure shall be bonded to earth.

##### Measurement

Total sum for the complete installation including terminations and clamps.

#### DIESEL GENERATOR PLANT : BASEMOUNT IN PLANTROOM

##### Normative References

C2.3 : DPW Standard specification for Generating plant

C2.3 : MA 6005 : Environmental Performance

C2.3 : EG 2035 : Radiator cowling

SANS 8528 : Reciprocating internal combustion engine driven alternating current generating sets. Parts 1...7.

##### Scope

A diesel powered standby generator of the base-mount type shall be installed in the existing plantrooms at the sites as listed under Engineering Works {PPR 108}.

The plant shall be mounted on the existing concrete plantroom floor..

The plant shall be installed in the existing plantroom without the need for alteration of the building.

Acoustic performance shall be guaranteed by the contractor such that the following criteria are satisfied. Refer to C2.3.2 MA 6005.

District :	Suburban (SANS 10103 table 2)
Excess equivalent rating level :	<5dBA : day 16h night 8h

The generating plant shall comply with the following particulars.

##### Particulars

Type	Packaged Base mounted for plantroom installation.
Rating :	400V 50Hz standby at 0,8power factor lagging. Non synchronised. Refer to the schedule PPR-Engineering Works.
Prime mover :	Reciprocating diesel fuelled engine
Speed :	1500rpm.
Aspiration :	Turbocharged.





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Governor :	Electronic
Coolant	Water, antifreeze required with corrosion inhibitor.
Preheater	Coolant heater and thermostat.
Battery	Lead-acid with lockable frame and padlocks, including charger. Sealed type with charge indicator.
Sump drain	Drain tray required below engine sump
Drain plugs	Coolant and oil
Air filter	Dry type
Silencer	Residential. High acoustic insertion loss type. Stainless steel.
Exhaust	Lagged inside plantroom. The end of the exhaust external to the plantroom shall discharge horizontally with a weighted flap covering the end at a 45° angle. Material stainless steel. Height of discharge 1900mm above ground level. Vibration damping shall be incorporated into the exhaust pipe and silencer support system. The pipe shall be fitted with an external flange and flash band extending to the underside of the building roof where the pipe exits the building. The wall opening shall be made good using mineral fibre tightly packed and internally flashed using a trimplate or other suitable method of closure. Installation of the pipe shall include making and trimming the opening in the brickwork. Provision shall be made for expansion. The radiator fan shall be capable of adequate performance when operating against the combined pressure heads of the inlet and radiator louvres, the effect of the cowling including any dummy load, insect and rodent screens attached to the said louvres. Louvres are elsewhere specified.
Base Mounting	The engine and alternator assembly shall be rigidly mounted on a sub-base which shall be resiliently mounted on the primary skid-type base {C2.3.2 EG2022}. All base and sub-base components shall consist of fabricated welded mild steel assemblies, corrosion protected and finished as C2.3.2 EG 2022.
Fuel tank	Free standing, specified and measured elsewhere.
Transfer pump	Electric
Fuel water separator	Required as elsewhere specified and measured.
Fuel warning signals	High/low
Shutdown & alarm	Extra low fuel level & over temperature shall stop the plant. Audible & visual alarms with panel indication.
Fire protection	Fusible link or fixed temperature heat detector shall close fuel supply in the event of fire. Local audible alarm & indication required.
Initial fuel filling	Required. Shall be filled after tests on completion.
Starting	Automatic upon mains failure with mode selector. AMF control in generator panel.
Transfer switches	Specified & measured as {PPR Transfer Panel}
Safety switches	Emergency stop switches shall be provided as OHS requirements.

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Bypass switch	Manually operated with panel visual indicator "bypass mode". Integral with control panel.
Transfer panel	The panel specified elsewhere shall be floor mounted within the plantroom.
Mains power cable	Terminate at control panel with ECC.
Control cables	Terminate at control panel.
Dummy load	Elsewhere measured. Switching setpoints shall be at adjustable current. Setpoints : ON 20....30% ; OFF 60....70%
Engine Control location	On plant chassis.
Electrical protection	Outgoing generator supply shall be protected by a circuit breaker. Drawing refer.
Auto mains failure (AMF)	Onboard in control cabinet. Electronic unit which provides the facilities specified in Part 3 and a graphic LCD display which is configurable. Stored event log with RS232 interface and cable suitable for computer connection and MS Windows enabled software to allow the download of the event log. Specified in Section PMZ.
Tools	Any special tools required for normal maintenance tasks such as drain plugs, filter removal.
Spares	Cabinet not required. Spares shall form part of maintenance
Maintenance	Maintenance 12 months elsewhere.

#### Load Parameters

The plant shall be capable of supplying the load at the site which consists of lighting, general power, computers, radio & airconditioners.

Such load parameters cannot be guaranteed and therefore shall be measured by the contractor at commencement. Measured as Site Verification {PMP}.

#### Factory Test

Such tests shall be witnessed by the Engineer. Should the plant fail acceptance, the costs to the Employer of additional tests may be deducted from the contract amount.

#### Plant Installation

The plantroom & any trench over which the plant is to be installed, shall be degreased, cleaned & refinished as elsewhere.

The plant shall be fixed to the concrete existing plantroom floor using concrete anchors and resilient pads.

The exhaust system shall be fully lagged as elsewhere specified and measured. The exterior end of the pipe shall fall to the horizontal & be configured to prevent water and insect ingress by means of a counter-weighted end cover. The exhaust end shall be enclosed in a bird screen gravity operated flap.

Vibration damping shall be incorporated into the exhaust pipe and silencer support system. The pipe shall be fitted with an external and internal flange and flash band where it exits the enclosure.

The radiator cowl shall be manufactured of 1,0mm thick electrogalvanised sheet steel secured to the wall surrounding the existing air louvre. The dummy load shall be fixed between the cowl and the radiator with a flexible junction at the radiator.

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Plant power and control cables shall be reconnected.

The fuel tank shall be filled after the tests on completion. Measured elsewhere {PPR Test & Commissioning}

#### Remote Alarms & Monitoring Signals

The following signals shall be provided for remote monitoring by means of voltage free relay contacts carried to terminals in the generator control panel. Signals shall be conveyed to the remote alarm display panel by means of armoured multicore pvc insulated cables (measured as PEG 510). Two seven core cables shall be installed. Power for the display shall be sourced at the generator panel and controlled by the voltage free interface relays. Signalling voltage shall be in the ELV range >12V <50V.

- Mains available
- Battery charger failure
- Generator start failure
- Fuel Low, ie reserve available
- Fuel empty, ie engine shut off level.
- Engine over temperature
- Generator running
- Fire Alarm

#### Remote Alarm display panel

A surface mounted panel with the specified visual indicators and an audible alarm shall be installed in the charge office. The panel shall provide an alarm accept control with timeout.(variable). The alarm accept control shall not cancel the alarm. The display shall be in English.

#### Measurement

Item by description complete including all equipment & installation excluding items elsewhere measured. The rates stated shall include all costs including labour, materials, parts, consummables, reports, document copies, lubricating oils & coolant with corrosion inhibitor.

Transport & site rates shall include vehicle, labour, subsistence allowance & accommodation allowance and any other applicable allowance in terms of bargaining council agreements.

**NOTE :** All equipment necessary for a site (eg panel, cables etc) shall be included in the plant delivery & offloading rate stated.

**Definition :** fob means free on board transport at the manufacturer's factory.

#### FUEL/WATER SEPARATOR

##### Scope

The unit shall be installed immediately adjacent to the fuel tank in such a position that the sight glass is easily viewed. Any necessary pipework alterations or additions shall be made to accommodate the unit.

Couplings shall not be fitted in fuel lines except as specifically instructed. New fuel lines shall be equal in dimension to the existing lines.

A fuel/water separator is required in addition to the fuel filters mounted on the engine..

After a new fuel/water separator has been installed, the fuel line shall be primed & any entrapped air removed. Thereafter, the generator shall be started manually & operated for a sufficient period to ensure that subsequent operation will be reliable.

##### Particulars

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Type	Coalescing with replaceable elements
Contaminant indication	Visual in sight glass
Cleaning	Manual
Capacity	Suited to the relevant plant

#### Measurement

Number by description including all necessary pipework alterations & new pipework

#### FUEL TANK, DAY CAPACITY

[PPR 1438]

##### Normative Reference

C2.3 : Section 1 : 1.9 Fuel Tank

##### Scope

A free standing day capacity fuel tank shall replace the existing items {C2.1 Engineering Works} in order to provide for improved fuel capacity & fuel status monitoring.

##### Particulars

Rectangular configuration tank manufactured in low chrome stainless steel equal to 3CR12. Welds shall comply with the welding specification of the manufacturer of the tank material. The interior and exterior of the tank shall be finished in an aluminium flame spray and epoxy powder coating.

A drip tray shall be installed below the fuel tank. The tray shall be dimensioned 100mm greater than the horizontal dimension of the tank and a depth not less than 100mm.

The tank and drip tray shall be supported on a steel frame, HD galvanised and epoxy powder coated. The frame shall be anchored to the plantroom floor. A space of no less than 100mm shall be provided between the tank & drip tray.

The following fuel tank fittings & sensors shall be provided;

8. Drain with threaded plug
9. Vented filler cap
10. Fuel level indicator (sight glass with stop-cock)
11. Fuel sensor : Low level warning (30%)  
Low level engine shut down
12. Overflow pipe terminated into the drip tray.

An electric fixed transfer pump & hose shall be provided as {C2.3 Section 2 : EG 2016}

New fuel pipework shall be installed of the same dimension as the existing. Fuel pipework shall consist of pure copper tube without joints except at appliances. Install using pipe cleats.

#### Measurement

Tank : Number by description. Unit = no

Fuel pump : Number by description. Unit = no

Fuel pipework : Length by description including couplings, bends & elbows. Unit = m.

#### EXHAUST SYSTEM INSULATION (LAGGING)

##### Scope

The exhaust systems consisting of the pipework & silencers from which asbestos based lagging has been removed or where lagging does not exist, shall be fitted with new insulation (lagged) for thermal & acoustic purposes.

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Flexible joints in pipework shall not be lagged nor sections of exhaust pipe external to the plantroom or container. Lagging shall consist of preformed moulded sections of high density mineral free fibre. The sections shall be sheathed overall in a woven or other approved membrane to which is applied three coats of heat resistant aluminium or zinc-rich paint including primer in accordance with the paint manufacturer's specifications. At flanges & other units the lagging shall butt up to the face thereof. The ends of silencers shall be lagged to the same thickness as the silencer. At bends in pipework the lagging shall be sector to butt without gaps between sectors.

All exhaust lagging shall be 30mm thick minimum.

#### Measurement

Pipework : Linear length of pipework lagged & clad including bends & butting to flanges, flexibles & fittings, sheath & painting. Unit = m

Silencers : Item lagged and clad complete including ends by plant rating description. Unit = no.

#### WARNING NOTICES

##### Normative References

{C2.3 section 1}

##### Scope

Where necessary existing signs shall be replaced with new items. Existing signs shall be removed and the remaining fixing holes in the wall, door or panel shall be made good and refinished to match the surrounding area. Refinishing of walls and container is measured elsewhere.

##### Particulars

The signs shall comply with Part C2.3 clause 5 (Warning Notices) manufactured from a UV resistant ABS plastics sheet 2,5mm thick. Lettering and graphics on the sheet shall consist of either screenprinted or adhesive characters in a UV resistant material. Lettering & graphics shall be non fading suitable for an outdoors application. Fixing holes (4) shall be formed at each corner of the sign.

The format & artwork of all signs are subject to the approval of the Engineer.

Fixings, including the making of holes in the support surface shall consist of the following :

13. On timber : Stainless steel roundhead wood screws and washers
14. On brickwork : As for timber but with a plastics wall plug in the wall hole rilled for the purpose.
15. On panels or enclosures : Aluminium "pop" rivets & washers.

##### Measurement

Existing Signs : Removal by number irrespective of material or size including disposal as scrap & the filling & touch-up of the resulting holes in all materials.

New Signs : Number by description

#### DUMMY LOAD

[PPR 1453]

##### Normative References

{C2.3 section 2 EG2032}

##### Scope

##### Integrated Type :

The dummy load shall consist of an electric heater unit assembled into the radiator duct and cooled by the engine driven fan. The unit shall be within the confines of the radiator air duct and the plant enclosure. A full height compartment with cover shall be provided for cable terminations. The cover shall be fixed in place using hex head



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machine screws. The unit shall be bonded to the main earth busbar. In the case of container mounted generator the dummy load may be external.

**Self-contained Type :**

This type shall consist of an enclosure containing the heater elements & a suitably rated plate axial fan. Termination and bonding arrangements shall be for the integrated type. The heaters shall operate only in the presence of adequate airflow.

**Particulars : Heater Section**

Rating	3 phase, star connected according to the following table.
Steps	Two equal
Thermal lining	Required
Protection	Auto reset cutout Flow switch which shall provide an alarm signal
Elements	Incolloy, 3W/cm <sup>2</sup> (max)
Connection	PVCA cable from switch disconnector High temperature insulated conductor.

Plant Rating kVA	20	30	35	40	50	60	80	100	150
Dummy load Ratings (kW)	275	45	53	60	75	85	120	135	200

**Particulars : Performance**

**Air volume :**

The fan, dummy load and ductwork shall be manufactured to deliver the air volume required by the heater unit. Air temperature rise control shall not exceed 25 °C. In the case of the integrated type, elements shall be rated to suit the airflow.

**Control**

Automatic by signal from the generator control panel in accordance with the electrical loading of the plant.

**Measurement**

Item complete with all necessary accessories by description. Unit =no.

**MAINTENANCE OF METAL PLANT COMPONENTS**

**Normative Reference :**

Part C2.3 clause 1 page 3/1 : Standard Paint Specification C39

**Scope**

Where required, any corroded or damaged components of the generator, generator enclosure, fuel tank etc shall be repaired such as to match the surrounding components of the plant. In the case of in-situ repairs, the corroded surface area shall be completely cleaned of corrosion products, degreased, treated with a suitable metal primer and undercoat prior to overcoating the complete panel on which the repair has been made.

Any firmly adhering paint outside the repaired area shall be abraded and degreased prior to overcoating. The edges of surrounding firm paintwork shall be faired such that edges are not visible after the finish coats have been applied. All surface coatings shall be applied strictly in accordance with the product manufacturer's specifications. The contractor shall ensure that the new coating products are compatible with any existing finish which is overcoated.

In-situ repairs shall be performed using an air powered spray applicator. Areas surrounding the work section shall

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be effectively masked to prevent overspray. Should overspray occur, the contaminated surface shall be immediately cleaned.

All products shall be suitable for interior and exterior use. Manufacturer's data sheets shall be submitted to demonstrate compliance with the specification and for application monitoring purposes.

#### Particulars

In-situ repair : Gloss air drying spray applied enamel.  
Minimum two coats of finish colour for an overall minimum dry film thickness (dft) of 100µm, including primer & undercoat.

#### Measurement

Area in square metres (m<sup>2</sup>) coated including surface preparations & all coats distinguished by process.

Transport measured in Dayworks.

### ENCLOSURE FOR GENERATING PLANT

[PPR 1471]

#### Scope

The existing plant previously removed from the Seaview SAPS site shall be installed into an acoustically insulated weather proof housing which renders the plant suitable for application in the specified environment. Ventilation louvres in the housing shall be acoustically treated with acoustic fibre mat to prevent noise breakout. Hot air >45°C engine & exhaust gases shall not be ejected below a height of 1,9m from the surrounding ground level.

The top of the housing shall be sloped (approx 4,5%) to prevent water collection. Acoustic insulation shall be adequately protected internally by means of perforated or similar material and shall be secured in place using suitable pins welded to the inner surface of the housing or louvres as applicable.

Access door frames & meeting surfaces shall be fitted with gaskets to prevent water ingress & sound breakout. Access doors shall be fitted with locks. Hinged access doors shall be maintained in the open position by means of gravity operated self latching brass or stainless steel catches.

Panels with double return edges shall be drained by means of 10mm diameter holes in the lower edge. Moveable panels shall be padlockable.

The existing generating plant shall be installed into the enclosure complete with new fuel tank, fuel lines, control panel, battery, battery charger safety components, cooling air duct, exhaust pipe.

The complete enclosed plant shall be serviced & tested prior to installation at Seaview SAPS whereafter a further test shall be conducted including the training of SAPS staff.

Site testing, commissioning and training is elsewhere measured {PPR : Test & Commissioning}.

#### Particulars

Material : 3CR12 sheet steel including louvres.

Fixing components : Stainless steel

Padlocks : Brass, cylinder type, plated and hardened steel hasp, complete with three keys and engraved metal tags. Standard DPW master keyed. Elsewhere measured {PPR : Plant Security}.

Finish : Epoxy/polyurethane gloss applied in accordance with the manufacturer's application specification. Colour as approved from manufacturer's standard range. Coating shall be



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ultraviolet, oil & fuel resistant.

#### Measurement

Enclosure : Item complete including acoustic insulation, finish & installation.

Generating Plant : Item by description including everything necessary for a working installation, labour, materials, consumables, oils, coolant, etc.

Transport and site rates shall include vehicle, labour, subsistence allowance, accommodation allowance & any other applicable allowance in terms of bargaining council agreements.

### PLANT SECURITY

[PPR 9805]

#### Scope

Plant shall be secured to prevent access by unauthorised persons through doorways, gateways & inspection panels. Such openings shall be secured by means of a mortice type lock built into the gate or door, padlocks securing a hasp & staple, barrel bolt or other appropriate mechanism.

The padlock & mechanisms shall consist of high quality components which are corrosion resistant. Keys shall be stamped with the site reference particulars & fitted with an aluminium tag engraved with the site and plant reference.

#### Particulars

##### Padlocks :

DPW standard pattern master keyed type A82

Body : Brass

Hasp : Hardened chrome plated steel

Size : 50mm

Locations : Generator inspection panels, battery, fuel drain, enclosure gate.

#### Measurement

Number by description. Unit = no

### OPERATING & MAINTENANCE (O&M) DOCUMENTS

#### Scope

Comprehensive supplementary O&M documents shall be compiled for any new components which have been installed or where plant, circuits, panels etc have been altered in the course of the maintenance and servicing of the generator plant.

Where control panel alterations have been executed, complete schedules of approved components and wiring diagrams shall be included.

Draft copies of the documents shall be submitted to the Engineer for scrutiny and any necessary revisions shall be made prior to submission of multiple copies of the approved document. The final copies shall be submitted in a ring binder file or files divided into sections per affected plant.

#### Measurement

Draft copies : Fixed sum per set of documents per plant for all affected plant including any resubmissions to achieve approval.

Final copies : Number of copies of the complete set of supplementary documents per affected plant. Four copies of each set of documents shall be submitted.



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## TESTS & COMMISSIONING

[PPR 9841]

### Scope

The specified Engineering Works shall be tested, commissioned and handed-over in full working order.. Tests of the Works shall include recording of all performance parameters for inclusion in the O&M Manuals (PEG9811) and any tests required for compliance with any relevant statutory compliance.

The Contractor shall attend as necessary or required upon all witness inspections and tests conducted by the Engineer following upon approval of the O&M manuals. The contractor shall provide all necessary instruments, tools, access facilities and temporary lighting. Repeat inspection may be necessary until such time as no defects remain.

Staff at the site shall be instructed and trained in the proper use of the systems with reference to the user instructions which are contained in the operating manual.



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General Requirements

**Particulars**

**Generator plant**

The Works including the modifications completed on the electrical installations. Panel and other keys shall be handed over to the employer upon completion of the Works.

**Electrical Certificate of Compliance**

A certificate applicable to the electrical installation portion of the Works shall be issued as required in terms of SANS10142. Tests shall include an earth loop impedance test.

**Staff instruction**

Staff at the site shall be instructed in the general operation of the plant and interpretation of the visual & audible warning signals.

**Acoustic Tests**

Acoustic tests on site shall be conducted under the witness of the Engineer in terms of MA6005. The Contractor shall supply all the necessary measuring instrumentation or as required by the Engineer. The assessment of the test results will be performed by the Engineer.

**Fuel**

The contractor shall provide only sufficient fuel for testing purposes. Upon concluding the tests on completion, the contractor shall request the relevant Client Representative at the site to fill the fuel tank from the client's bulk stock. The contractor shall attend as necessary and demonstrate the operation of the transfer pump.

The contractor is **not responsible** for the purchase of fuel except for testing as specified above.

**Measurement.**

All descriptions shall include travel, subsistence & accommodation.

Generator plant : Sum by description for the Works or portion of the Works stated excluding items elsewhere measured. The rate shall include all necessary or required commissioning & tests, the provision of test instruments, access and attendance upon the Engineer. Unit = sum.

Electrical CoC : Sum including all tests & lodgement with the Electricity Supplier. Unit = sum.

Staff instruction : Sum by description. Unit = sum.

Acoustic tests : The rate shall include travel, instrument hire, consumables, labour and any repeat tests arising from the failure of the plant to satisfy the specified criteria. Unit = sum.

Fuel : Attendances : Number of tanks filled by description. Unit = no.

**MAINTENANCE PERIOD**

[PPR 9882]

**Scope**

The Works shall be maintained and serviced in accordance with the manufacturer's guarantee requirements for the maintenance period of 12 calendar months.

Regular inspections shall be conducted at three month intervals. Necessary spares and consumables & travel shall be included.

Maintenance shall include the remedy of any faults arising from any cause including but not limited to electrical surge or lightning. Faults will be notified to the contractor as described in clause PMU 9945, response thereto being at the contractor's cost for the plant specified in Section PPR with the exception of any faults occurring on the existing equipment at Seaview SAPS (ref: seaview.saps).





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General Requirements

A service report shall be submitted to the Engineer following each maintenance and service attendance. The report shall include the reasons, the scope of work done and spares installed. The report shall be submitted in the format prescribed by the Engineer.

The contractor shall respond to any breakdown issued by the Faim Call Centre as specified in section PMU, except that the costs of such response shall be for the Contractor's account. Refer to the measurement clause below.

#### Measurement

Sum total or time related including all spares, consumables, travelling, subsistence & accommodation. The rate shall include provision for the remedy of any faults which are attributable to plant malfunction.

### **Section 1 OCCUPATIONAL HEALTH AND SAFETY**

Definition: The "Principal Contractor" as defined in the Construction Regulations and used in this section of the specification shall mean the "Contractor" as defined in clause 1.1.8 of General Conditions of Contract 2004.

#### **CONTENTS**

1. Applicable legislation and regulations
2. Scope of work
3. The principle contractor's general duties
4. The principle contractor's specific duties
5. The principle contractor's specific duties with regard to Hazardous work activities

#### **1. APPLICABLE LEGISLATION AND REGULATIONS**

This document was prepared to guide the Agent in the compilation of a Health and Safety Specification in terms of Sub-regulation 4(1)a of the Construction Regulation as published under Government Notice R.2003 of 18 July 2003. The content of this document or the fact it was made available for the use of the Agent will not relieve the Agent of any of his obligations in terms of the act.

The Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) together with its applicable Regulations ("the Act") forms part of this Health and Safety Specification. Any word or expression to which a meaning has been assigned in the Act shall have the meaning so assigned to it unless the context otherwise indicates

#### **2. SCOPE OF WORK**

All work forming part of this Contract is divided into installations. The repair work to be performed as part of an installation under this Contract mainly consists of the works described in the project specification C2.1.

#### **3. THE PRINCIPAL CONTRACTOR'S GENERAL DUTIES**

The Principal Contractor's general duties in terms of this Health and Safety Specification are, but not limited to, the following:

- § Every Principal Contractor shall provide and maintain, as far as is reasonably practicable, a working environment that is safe and without risk to the health of his employees and other contractors.
- § Without derogating from the generality of a Principal Contractor's duties under subsection (1), the matters to which those duties refer include in particular -
  - § the provision and maintenance of systems of work, plant and machinery that, as far as is reasonably practicable, are safe and without risks to health;



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- § taking such steps as may be reasonably practicable to eliminate or mitigate any hazard or potential hazard to the safety or health of employees and other contractors, before resorting to personal protective equipment;
- § making arrangements for ensuring, as far as is reasonably practicable, the safety and absence of risks to health in connection with the production, processing, use, handling, storage or transport of articles or substances;
- § establishing, as far as is reasonably practicable, what hazards to the health or safety of persons are attached to any work which is performed, any article or substance which is produced, processed, used, handled, stored or transported and any plant or machinery which is used in his business, and he shall, as far as is reasonably practicable, further establish what precautionary measures should be taken with respect to such work, article, substance, plant or machinery in order to protect the health and safety of persons, and he shall provide the necessary means to apply such precautionary measures;
- § providing such information, instructions, training and supervision as may be necessary to ensure, as far as is reasonably practicable, the health and safety at work of his employees and other contractors;
- § not permitting any employee or contractor to do any work or to produce, process, use, handle, store or transport any article or substance or to operate any plant or machinery, unless the precautionary measures contemplated in paragraphs (b) and (d), or any other precautionary measures which may be prescribed, have been taken;
- § taking all necessary measures to ensure that the requirements of this Health and Safety Specification are complied with by every person in his employment or on premises under his control where plant or machinery is used;
- § enforcing such measures as may be necessary in the interest of health and safety;
- § ensuring that work is performed and that plant or machinery is used under the general supervision of a person trained to understand the hazards associated with it and who have the authority to ensure that precautionary measures taken by the employer are implemented; and
- § causing all employees and other contractors to be informed regarding the scope of their authority as contemplated in section 37(1)(b) of the Act.

#### 4. THE PRINCIPAL CONTRACTOR'S SPECIFIC DUTIES

The Principal Contractor's specific duties in terms of this Health and Safety Specification are specified in the Construction Regulation as published under Government Notice R. 2003 of 18 July 2003. (Hereinafter referred to as "Construction Regulation, 2003").

The Principal Contractor is specifically referred to the following subregulations of the Construction Regulation, 2003:





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Subject	Applicable subregulation of the Construction Regulation, 2003.
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Principal Contractor and Contractor	5
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The Principal Contractor will acquaint himself with these duties and will make provision in his Contract price for the implementation and supervision of these duties.

#### 5. THE PRINCIPAL CONTRACTOR'S SPECIFIC DUTIES WITH REGARD TO HAZARDOUS WORK OR ACTIVITIES

The following work or activities are defined as hazardous in terms of the Construction Regulations, 2003 and it is the duty of the Principal Contractor to ensure that the said work and activities are performed or carried out in terms of the relevant subregulations of the Construction Regulation, 2003 and other applicable Regulations.

Hazardous work or activity	Applicable subregulation of the Construction Regulation, 2003.	Other applicable Regulations
Fall protection	8	
Structures	9	
Formwork and support work	10	
Excavation	11	Precautionary measure as stipulated for confined spaces under the General Safety Regulations published under Government Notice R.1031 of 30 May 1986, as amended.
Demolition work	12	Asbestos related work will be conducted in accordance with the Asbestos Regulations published under Government Notice R. 155 of 10 February 2002 as amended. Lead related work will be conducted in accordance with the Lead Regulations published under Government Notice R. 236 of 28 February 2002 as amended.
Tunnelling	13	Any tunnelling activities will comply with the Tunnelling Regulations published under the Mine Health and Safety Act, 1996 (Act No. 29 of 1996) as amended.
Scaffolding	14	Section 44 of the Act.
Suspended scaffolds	15	Section 44 of the Act.



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Hazardous work or activity	Applicable subregulation of the Construction Regulation, 2003.	Other applicable Regulations
Boatswains chairs	16	
Material hoists	17	
Batch plants	18	Precautionary measure as stipulated for confined spaces under the General Safety Regulations published under Government Notice R.1031 of 30 May 1986, as amended. The Principal Contractor will ensure that all lifting machines and lifting tackle used in the operation of batch plant complies with the requirements of the Driven Machinery Regulations as published under Government Notice R.295 of 26 February 1988, as amended. The Principal Contractor will ensure that all precautionary measures are adhered to regarding the usage of electrical equipment in explosive atmospheres when entering a silo, as stipulated in the Electrical Installation Regulations as published under Government Notice R.2271 of 11 October 1995, as amended.
Explosive powered tools	19	
Cranes	20	Applicable provisions of the Driven Machinery Regulations as published under Government Notice R.533 of 16 March 1990, as amended.
Construction vehicles	21	
Electrical installations and machinery on construction sites.	22	Applicable provisions in the Electrical Installation Regulations published under Government notice R.2920 of 23 October 1992 and the Electrical Machinery Regulations published under Government Notice R.1953 of 12 August 1988 respectively as amended.
Use and temporary storage of flammable liquids on construction sites.	23	Applicable provisions as stipulated in the General Safety Regulations published under Government Notice R.1031 of 30 May 1986, as amended.
Water environments	24	
Housekeeping on construction sites.	25	Applicable provisions as stipulated in the Environmental Regulations for Workplaces published under Government Notice R.2281 of 16 October 1987, as amended.
Stacking and storage on construction sites.	26	Applicable provisions as stipulated in the General Safety Regulations published under Government Notice R.1031 of 30 May 1986, as amended.
Fire precautions on construction sites.	27	Applicable provisions as stipulated in the Environmental Regulations for Workplaces published under Government Notice R.2281 of 16 October 1987, as amended.

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Hazardous work or activity	Applicable subregulation of the Construction Regulation, 2003.	Other applicable Regulations
Construction Welfare facilities	28	Applicable provisions as stipulated in the Facilities Regulations under Government Notice R.1593 of 12 August 1988, as amended.

## 1. STANDARD PAINT SPECIFICATION (DPW SPECIFICATION C39)

### 1.1 Finish Required

Metalwork of electrical equipment such as switchboards, equipment enclosures, sheet steel luminaire components, purpose-made boxes, etc shall be finished with a high quality paint applied according to the best available method. Baked enamel, electrostatically applied powder coating or similar proven methods shall be used.

### 1.2 Corrosion Resistance

Painted metal shall be corrosion resistant for a period of at least 168 hours when tested in accordance with SANS method 155.

### 1.3 Edges

Care shall be taken to ensure that all edges and corners are properly covered.

### 1.4 Surface Preparation

Surface preparation shall comply with SANS 064. Prior to painting all metal parts shall be thoroughly cleaned of rust, mill scale, grease and foreign matter to a continuous metallic finish. Sand or shot blasting or acid pickling and washing shall be employed for this purpose.

### 1.5 Baked Enamel Finish

Immediately after cleaning, all surfaces shall be covered by a rust inhibiting, tough, unbroken metal-phosphate film and then thoroughly dried.

Within forty-eight (48) hours after phosphatising, a passivating layer consisting of a high quality zinc chromate primer shall be applied, followed by two coats of high quality alkyd-based baked enamel.

The enamel finish on metal luminaire components shall comply with SANS 783, type III.

Other metal parts eg switchboard panels, etc shall comply with SANS 783, type IV with a minimum paint thickness after painting of 0,06mm. In coastal areas, the dry film thickness shall be increased to at least 0,1mm.

The paint shall have an impact resistance of 5,65J on cold-rolled steel plate and a scratch resistance of 2kg.

### 1.6 Powder Coated Finish (Not to be used in Areas Less Than 50km From Seaside and Areas With High Humidity)

Immediately after cleaning the metal parts shall be pre-heated and then covered by a microstructure paint powder applied electrostatically.

The paint shall be baked on and shall harden within 10 minutes at a temperature of 190C.

The minimum paint thickness after baking shall be 0,05mm. The dry film thickness shall be increased in coastal areas. The paint cover shall have an impact resistance of 5,65 J on cold-rolled steel plate and a scratch resistance of 2kg.

### 1.7 Touch-Up Paint

In the case of switchboards and larger equipment enclosures, a tin of matching touch-up paint not smaller than 1



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litre shall be provided.

#### 1.8 Colours

The colour of HV switchboards and HV switchgear enclosures shall be "DARK ADMIRALTY GREY", colour G12 of SANS 1091.

The colour of LV switchboards and equipment enclosures in buildings shall be "LIGHT ORANGE", colour B26 of SANS 1091 as recommended in SANS 0140, part II unless specified to the contrary.

The colour of LV distribution kiosks and miniature substations shall be "AVOCADO GREEN", colour C17 or "LIGHT STONE", colour C37 of SANS 1091.

The standby power section of LV switchboards in buildings shall be coloured "SIGNAL RED", colour All of SANS 1091.

Switchboards for No-break Power supplies or sections of switchboards containing No-break power supplies, shall be coloured "DARK VIOLET", colour F06 or "OLIVE GREEN", colour H05 of SANS 1091.

### **2. GENERATOR SETS**

#### 2.1 Protection & 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.

Individual relays with reset pushed are required, to give a visible signal and stop the engine 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.

#### 2.2 Warning Notices

Notices in English must be installed in the plant rooms.

The contents of these notices are summarised below

- (a) Unauthorised entry prohibited.
- (b) Unauthorised handing of equipment prohibited.





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Generating Plant Maintenance

- (c) Procedure in case of electric shock.
- (d) Procedure in case of fire.

## PREAMBLE TO THE SCHEDULE OF QUANTITIES

### General

The Schedules of Quantities define the scope of the Engineering Works in terms of the measurement and payment parameters specified.

The Schedules shall be read in conjunction with the General Conditions of Contract, the Special Conditions of Contract, the Conditions of Tender, the Specifications and the documents referenced in Part C2.1, C2.2, C2.3 & C2.5.

The quantities stated on the schedules are provisional and are subject to re-measurement upon completion.

### Descriptions & measured items

The Schedule of Quantities consists of Descriptions followed by measured items (Item lines) which specify the items of differing dimensions, ratings, etc which comply with the overall requirements of such Description. The measured items may add, subtract or in any other way vary the description. The reference number which precedes each description refers to the relevant specification clause.

Below each Item line the measured quantities applicable to each of the applicable sections of the Works appears under the relevant column heading, the total of which is shown under the Quantity column.

The terms used and Schedule layout are defined in the *Schedule of Quantities Legend* which is presented at the end of this Preamble.

The Schedule of Quantities is based upon the Standard system of measurement modified as necessary.

### Fixed Rates

Rates shall be fixed for the duration of the contract.

### All inclusive

The Descriptions and item lines are of necessity abbreviated summaries of the specifications and unless otherwise stated or elsewhere measured, shall include all necessary components and accessories required or necessary for the correct functioning or performance of the item when incorporated into the Engineering Works.

The rates and prices shall accommodate the nature of the engineering Works and any restrictions which apply to the Works environment and the site of the Works, shall include all the costs and expenses that may be required in and for the construction of the Works described and shall include the cost of all general obligations, risks and liabilities stated or implied in the contract documents.

Such rates and prices shall, however, exclude Value Added Tax (VAT), which shall be applied only where specified.

### Quantities net

Items are measured in accordance with the Engineer's drawings net of waste. The quantities set out in the Schedule are therefore intended for measurement and payment purposes only. Material and equipment orders shall not be based upon such quantities but upon the Contractor's own assessment.

### Quantities Provisional

The quantities set out in the schedules are measured provisionally and will be subject to remeasurement on completion of the Maintenance Works.

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Preamble: Schedule of Quantities

**Completion of Schedule of Quantities**  
Refer to the Tender Data and Conditions of Tender (Part T) .

## 2. CHECK LISTS FOR MAINTENANCE TO DIESEL GENERATORS

**MAINTENANCE AND SERVICE SCHEDULE FOR GENERATORS**  
**(TO BE SUBMITTED WITH CLAIM FOR PAYMENT)**  
Service to be carried out to manufacturer's specification.

**PLANTROOM NAME OR NUMBER:** .....  
**NAME OF BUILDING/PLACE** .....

ITEM NO.	DESCRIPTION OF ITEM	ITEM CHECKED (TO BE TICKED OFF)	
		YES	NO
1(a)	Drain crankcase oil and refill with new Oil.		
(b)	Renew Lubricating oil filter elements		
(c)	Renew fuel filter elements		
(d)	Renew air cleaner filter elements as per manufacturer's requirements		
(e)	Drain and refill injector pump cambox oil		
(f)	Adjust tappet clearances and replace gaskets		
(g)	Flush out water cooling system and refill with rust inhibitor added.		
(h)	Pressure test cooling system		
(i)	Report condition of plant		
2.	<b>CHECK FUNCTION, ADJUST, TIGHTEN, AND/OR LUBRICATE WHERE NECESSARY</b>		
A	Fuel pump timing		
B	Pump drive		
C	Oil feed pump		
D	Excess fuel device		
E	Governor		
F	Turbo Charger		
G	Heat Exchanger		





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Generator Maintenance, Servicing & Repairs

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H	Fan & Fan Bearings		
I	Dynamo Bearings		
J	Stop Solenoid		
K	Hand/Electric day tank pump		
L	Lubricating oil filter element		

ITEM NO.	DESCRIPTION OF ITEM	ITEM CHECKED (TO BE TICKED OFF)	
		YES	NO
3.	<b>VISUALLY CHECK CONDITION, AND TIGHTEN, WHERE NECESSARY</b>		
A	Radiator Core		
B	Radiator Hoses		
C	Radiator pressure cap or valve		
D	Water heater element and thermostat		
E	Vee Belts		
F	Engine Mountings		
G	Engine/Alternator coupling		
H	Exhaust silencer and pipes		
I	Day tank condensate : Drain water from tank		
4.	<b>CHECK FOR LEAKS AND TIGHTEN WHERE NECESSARY</b>		
A	Drain plug		
B	Oil lines and seals		
C	Fuel lines and seals		
D	Injector seals		
E	All packings		
5.A	Clean Air Cleaner dry element and/or bath		
B	Clean fins and oil cooler		
C	Clean Engine		
D	Clean driptrays (where fitted)		
E	Clean day tank and guage glass		



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F	Check alarm cancel and alarm function on:		
(i)	Low fuel warning		
(ii)	Start failure		

ITEM NO.	DESCRIPTION OF ITEM	ITEM CHECKED (TO BE TICKED OFF)	
		YES	NO
G	Check alarm and engine shut down functioning on:		
(i)	High temperature		
(ii)	Low oil pressure		
(iii)	Over speed		
6.	CHECK AND TOP UP WHERE NECESSARY (Specify quantity)		
A	Battery Cells		
B	Diesel tank		

\_\_\_\_\_

Date

\_\_\_\_\_

Technician Name (Print)

\_\_\_\_\_

Signature



Department of Public Works  
Generator Maintenance, Servicing & Repairs

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**3. GENERATOR PLANT QUESTIONNAIRE  
(TO BE COMPLETED ON FIRST VISIT TO PLANTROOM)**

NAME OF BUILDING/PLACE .....

WHERE INSTALLED .....

**1. ENGINE**

- (a) Make ..... (b) Type .....
- (c) Serial No. .... (d) Speed .....Rpm
- (e) Output (Sea level) .....kW (f) Site .....kW
- (g) Fuel tank capacity: Day .....L (h) Bulk .....L
- (i) Cooling Method ..... (j) Starter Battery ....V..Ah
- (k) State type of set: Base Load \_\_\_\_ Standby

**2. ALTERNATOR**

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

**3. CONTROL PANEL**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Technician Name (Print)

\_\_\_\_\_



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Signature

#### 4. MAINTENANCE AND SERVICE SCHEDULE FOR PLANTROOM VISUAL INSPECTION OF ELECTRICAL APPARATUS

		YES	NO
1.	L.T. Cables in order		
2.	L.T. Cable Terminations in order		
3.	All L.T. Switchgear, Covers and Panels intact		
4.	All L.T. Switchgear intact		
5.	Are all switches and circuit breakers in "ON" position?		
6.	Are Circuit Legends available?		
7.	Are Circuit Legends complete?		
8.	Are all Circuit breakers properly labelled?		
9.	Are all Time switches correct and set accordingly? (Where applicable)		
10.	Are all indicating Panel lights working: - if not – indicate quantity replaced under "Remarks" (see 16)		
11.	Check all engine oil levels and top up where required. Report any leaks under "Remarks" (see 16)		
12.	Check selector switch in all positions		
13.	REMARKS: (a) No. of panel lights replaced:		
	(b) Topping up in excess of 2 litres:	Litres	
	(c) Leaks:		
14.	Dummy Load		
	Check & clean elements, check currents		

Date

Technician Name (Print)

Signature



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**5. MAINTENANCE AND SERVICE SCHEDULE FOR LOW VOLTAGE PLANTROOMS, DISTRIBUTION CONTROL BOARDS, ELECTRICAL METER READINGS**

Test-Run plant for 30 minutes on full load, check and record the following:  
Reset all Maximum Demand Ammeters and record running hours after the test.

Meter Readings

PLACE .....

INSTITUTION .....

Item	Plant Number & Hours	Phase 1	Phase 2	Phase 3
a	h	V	V	V
		A	A	A
b	h	V	V	V
		A	A	A
c	h	V	V	V
		A	A	A
d	h	V	V	V
		A	A	A

\_\_\_\_\_  
Date

\_\_\_\_\_  
Technician Name (Print)

\_\_\_\_\_  
Signature



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## 6. MAINTENANCE AND SERVICE SCHEDULE FOR MISCELLANEOUS INSPECTION AND ATTENDANCE TO PLANTROOM AND CONTAINERS

### 6.1. Dust and clean

		YES	NO
1.	Doors and frames		
2.	Window panes and frames		
3.	Window guards		
4.	Window cills		
5.	Walls and ceilings (High Pressure)		
6.	Cable ducts		
7.	HT Switchgear (where applicable)		
8.	LT Switchgear		
9.	LT Distribution board/Control panel		
10.	Container interior and exterior		
11.	Container air filter elements		

### 6.2. Clean and oil

1.	Door hinges		
2.	Door locks		
3.	Container latches & padlocks		

### 6.3. Wash, Clean and De-Grease

1.	Plant Room Floors		
2.	Walls & Ceilings		
3.	Container panels		





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**6.4. Report under "Remarks" on the condition of**

1.	Doors including hinges, locks, etc.		
2.	Windows including glass, cills, guards, etc.		
3.	Yard fencing and gates (where applicable)		
4.	Walls – any cracks?		
5.	Roofs – any leaks?		
6.	Container padlocks		
7.	Container view panel where fitted		
8.	Container panel corrosion		
9.	Distorted or mechanically damaged panels		

**6.5. Inspection of and Attendance to sundry items:**

1.	Cable duct covers to be in position		
2.	Warning signs to be in position on outside of door		
3.	Warning and First Aid Signs to be in position on inside of Plantroom		
4.	Container signs in position		

**REMARKS:**


\_\_\_\_\_  
Date

\_\_\_\_\_  
Technician Name (Print)

\_\_\_\_\_



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Signature

## 7. MAINTENANCE AND SERVICE SCHEDULE FOR BATTERY OPERATION BATTERIES AND CHARGERS

Contractors are to note that all maintenance to Nickel Cadmium Alkaline batteries, charging equipment and accessories, are to be in accordance with the manufacturer's requirements.

Any loss or damage to the equipment through negligence on the contractors part will be for his account.

		YES	NO
1.	Clean Battery and/or Container/Stand and terminals with luke warm water and dry out		
2.	Neutralise corrosion with bicarbonate of soda solution		
3.	Top up all cells with distilled water		
4.	Clean all battery terminals and cover with "Vaseline"		
5.	Check for loose connections and terminals, tighten where necessary		
6.	Ensure that Battery Charger is set on "trickle charge"		
7.	Is Amp/Voltmeter on charger operational (see "Remarks")		
8.	Is "Test" button on charger operational (see "Remarks")		
9.	Check indicating lights on charger and replace if necessary; indicate quantity replaced under "Remarks" (see "Remarks")		
10.	The following information on each cell is to be recorded.		
Battery No. 1 No. Volts	Cell S.G.	Battery No. 2 No. Volts	Cell S.G.
Battery No. 3 No. Volts	Cell S.G.		
1.		1.	
2.		2.	
3.		3.	
4.		4.	
5.		5.	
6.		6.	
7.		7.	
8.		8.	
9.		9.	
10.		10.	
11.		11.	
12.		12.	

BATTERY CHARGER ..... AMPS



Department of Public Works  
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Date

Technician Name (Print)

Signature

**PLANNED MAINTENANCE**  
**JOB CARD**

Service Date : .....

Place: ..... Institution ..... Location .....

Service description.....

Contractor: ..... Telephone:.....

WORK EXECUTED DESCRIPTION

Use addendum if additional space is required. Attach the following documents : 1. Completed & signed servicing checklists pages 5/3...5/11. 2. Monthly travel log sheet.

Artisan's Name: .....

Date of arrival: ..... Time: ..... Completion date: ..... Time: .....

Actual hours worked on site: ..... Signature of Artisan (Contractor) : .....

**CONTRACTOR**

**I HEREBY DECLARE THAT THE MAINTENANCE AND SERVICING AS LISTED ON PAGES 5/3...5/11 HAVE BEEN SATISFACTORILY EXECUTED AND THAT ALL RECORDS HAVE BEEN UPDATED.**

**SIGNED BY THE CONTRACTOR**

Date : ..... Name : ..... Signature : .....

**CLIENT DEPARTMENT (To be completed by the designated officer)**

I have personally checked that the contractor inspected the generator plant on the date stated. (However I do not certify technical correctness)

Remarks : .....

Name : ..... Rank : ..... Date : .....

Signature: ..... Telephone : .....

DEPARTMENTAL STAMP PLEASE
------------------------------



Department of Public Works  
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## PLANNED MAINTENANCE TRAVEL LOG

Date	Origin	Destination	Distance (km)	Detail
<b>Total distance travelled</b>				

---

Technician Name (Print)

**UNPLANNED MAINTENANCE**  
**JOB CARD**

Place : ..... Institution : ..... Location : .....



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Service description : .....

Contractor : ..... Telephone : .....

WORK EXECUTED DESCRIPTION	
DESCRIPTION OF MATERIAL USED	QUANTITY
Travel : Brought forward from travel log	km

Use addendum if additional space is required. Attach the following documents : 1. Detailed vendor tax invoices for material. 2. Travel log sheet. 3. Time sheets.

Artisan's Name: ..... Number of Labourers: ..... No of Semi Skilled.....

Date of arrival: ..... Time: ..... Completion date: ..... Time: .....

Actual hours worked on site: ..... Signature of Artisan (Contractor) : .....

CLIENT DEPARTMENT (To be completed by the complainant / designated officer)

I have personally checked and am satisfied that the complaint has been remedied. (However I do not certify technical correctness)

Remarks : .....

Name: ..... Rank: ..... Date: ..... Telephone: .....

Signature: .....

DEPARTMENTAL  
STAMP PLEASE





Department of Public Works

PE & Surrounding Areas : Generator Sets  
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Part C2.1  
Project Specifications  
Engineering Works

**UNPLANNED MAINTENANCE**  
**TRAVEL LOG**

COMPLAINT NO.: .....

**Travel Log**

Date	Origin	Destination	Distance (km)	Detail
Total distance travelled				

\_\_\_\_\_  
Date

\_\_\_\_\_  
Technician Name (Print)

\_\_\_\_\_  
Signature

BID NUMBER: PET

**REPUBLIC OF SOUTH AFRICA**  
**DEPARTMENT OF PUBLIC WORKS**



Department of Public Works

PE & Surrounding Areas : Generator Sets  
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**BID**

**FOR THE**

***PREVENTATIVE MAINTENANCE, SERVICING & REPAIRS OF STANDBY GENERATORS  
PORT ELIZABETH AREA OFFICE JURISDICTION FOR THE PERIOD OF 36 MONTHS.***

OFFICE OF THE REGIONAL MANAGER  
DEPARTMENT OF PUBLIC WORKS  
EBEN DONGES BUILDING, HANCOCK STREET  
NORTH END, PORT ELIZABETH  
6056

DATE: \_\_\_\_\_

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**TERM CONTRACT  
FOR**

***PREVENTATIVE MAINTENANCE, SERVICING & REPAIRS OF STANDBY GENERATORS  
PORT ELIZABETH AREA OFFICE JURISDICTION FOR THE PERIOD OF 36 MONTHS..***

**This is a term contract for period of 36 months and it will cover all or some  
of the following requirements**



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- Day to day repairs(maintenance)
- Services required on monthly, quarterly, bi-annual or annually as is stipulated in the tender document.
- Replacement of items directly linked to this specific tender document as requested.

## RATES

- The rates in the price segment include a year 1, year 2 and year 3 this prices are applicable for the period of 36 months.
- The duration of this term contract 36 months its divided into 3 the first year 12 months, second year 12 months and the last year another 12 months.
- This means that a term contract awarded on the 11/12/2023 the rates applicable for 3 years 10/12/2026.
- The term contract is valid for period of 36 months unless on the extreme it will be extended by RBAC.
- The term contract doesn't have a completion certificate.
- As this is day to day maintenance, unplanned and unpredictable the offer of acceptance is therefore an estimate and will vary, meaning that the collective payouts at the end of the 36 months term contract could exceed or be less than the offered amount as this is a rates based contract.

## SPECIAL CONDITIONS OF CONTRACT (SCC) FOR TERM CONTRACTS ONLY

### 22. VALUE-ADDED TAX

All prices, rates, tariffs etc. in this tender document shall exclude Value-Added Tax (VAT).

### 23. PRICES

2.1 All prices for items in this document shall include for additional costs, if any that may occur as a result of these Term Contract as well as for the supply of all scaffolding and normal plant and everything necessary for the proper execution of the work.

2.2 Term contract tariffs shall remain fixed for the duration of the Term Contract and no prices adjustment shall be allowed except for the increase in VAT.

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2.3 There are no escalations or variation order this is applicable under Projects.

2.4 This is purely a maintenance term contract valid for 36 months on existing properties.

2.5 As this is day to day maintenance, unplanned and unpredictable the offer of acceptance is therefore an estimate and will vary, meaning that the collective payouts at the end of the 36 months term contract could exceed or be less than the offered amount.

2.6 National Department of Public Works Regional Office Port Elizabeth cannot be held accountable should the total payout at the end of 36 month term be less than the form of offer of acceptance.

24. THE BID

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

The text of this BID and other document as prepared by the Department shall be adhered to and no alteration, erasure, omission or addition thereto by the BIDDER shall be accepted.

25. DOCUMENTS

Should there be any contradiction between these, the Special Conditions of Contract and the General Conditions of the Contract: PA10, the contradiction must be brought to the attention of the relevant official who will make a ruling, and such ruling will be final.

The following documents shall be read in conjunction with this BID.

- a) The Special Condition: PA-10
- b) Occupational Health and Safety Act, Act no 85 of 1993.
- c) Municipal by-laws and any special requirements of the Local Authority pertaining to this particular term contract.
- d) Special Conditions of Contract (SCC)

The BIDDER shall study these documents and acquaint himself with the contents thereof as no claims in this regard shall be accepted.

The above mentioned documents are available from the office of the Regional Manager, **NDPW, Eben Donges Building, Hancock Stree, North End, Port Elizabeth, 6056**

5. PROVISIONAL QUANTITIES

All quantities in this BID document are provisional and inserted in order to obtain competitive tenders. The Department reserves the right to increase or decrease quantities and exclude installations during the progress of the contract and such increases or decreases shall not alter the rates for any item.

6. RATES

6.1 Each item to be serviced as listed in this tender document must be priced. "No cost", "R0.00", "Free", "N/A" or unfair and unreasonable tariffs for servicing shall not be accepted and may lead to disqualification of the BID. The Department reserves the right to make such adjustments to individual



Department of Public Works

Part C2.1

PE & Surrounding Areas : Generator Sets

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tariffs in these schedules as necessary to eliminate errors, discrepancies or what they consider to be unreasonable or unbalanced rates.

**6.2 This is not a lump sum term contract (refer to item 2 prices 2.5.**

**6.8 Any deviation, remarks or refer to where rates are required was not completed will be deemed as an alternative offer and will render the bid non responsive.**

**7. TERM CONTRACT PERIOD, RENEWAL AND TARIFF ADJUSTMENT(DURATION)**

This BID shall be valid for a period of **Thirty-six (36) months** from the commencement date. Unless terminated earlier in terms of any other clause of the Special Conditions of Contract (SCC) is breached.

**8. ACCESS TO PREMISES**

The Contractor undertakes to:

- a) Arrange with the occupants of buildings regarding access to the premises in order to execute the required service.
- b) Take adequate precautions to prevent damage to buildings, to fittings and furnishing inside the premises and elsewhere on the site.
- c) Accept liability and to indemnify the Department against any claims whatsoever arising from his conduct and/or the conduct of his employees.
- d) Safeguard all his employees in accordance with the regulations of the Unemployment Insurance Act 1986, (Act no 30 of 1986) and any amendments thereof.
- e) Comply with all by-laws and requirements of the Local Authority.
- b) Carry out maintenance, servicing and repairs during normal working hours

**9. ACCESS CARDS TO SECURITY AREAS**

Should the work fall within a security area, the Contractor shall obtain, either from the S A National Defense Force, Correctional Services , S A Police Service or Client Department access cards for his personnel and employees who work within such an area.

The Contractor shall comply with any regulations or instructions issued from time to time, concerning the safety of persons and property, by the S A National Defense Force or S A Police Service etc.

**10. SECURITY CHECK ON PERSONNEL**

The Department or the Chief of the S A National Defense Force, Correctional Services or the Commissioner of the S A Police Service may require the Contractor to have his personnel or a certain number of them security classified.

In the event of either the Department, the Chief of S A National Defense Force or the Commissioner of the S A Police Service requesting the removal of a person or persons from the site for security reasons, the Contractor shall do so forthwith and the Contractor shall thereafter ensure that such person or persons are denied access to the site and/or to any documents or information relating to the work.

**11 DRESS CODE**

C:\Users\Gavin.Strobel\Documents\Demand Management\STANDBY GENERATOR\Part C2\_1-PE1 [v7].doc

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The following dress code must be adhered to at all times by all workers:

- Workers must have a COMPANY WORK SUIT with the company logo on it.
- Must have clear identification tags with name number and a photograph openly displayed with the company logo as background.
- The dress code must adhere to the OHSA in terms of protection for all workers for this particular service.

Failure to adhere to the above criteria will result in the workers not gaining entry to any site for this particular service

12 TRAINED STAFF

The Contractor shall use competent trained staff directly employed and supervised by him and shall take all the necessary steps to maintain the installations and keep it in perfect working condition. The Department reserves the right to inspect the Bidder's premises for plant, equipment and general good management before the bid is awarded.

**Note:**

A Statement of Experience gained and on what type of equipment shall be submitted with the tender.

13 REDUNDANT MATERIAL, RUBBISH AND WASTE

All rubbish and waste shall be removed from the site by the Contractor.

14 ASSOCIATED ELECTRICAL WORK

**Note:**

All such work shall be carried out by, or under the supervision of a qualified person, and comply with the Occupational Health and Safety Act (Act No 85 of 1993)

15.1 SCOPE OF CONTRACT

***This contract for PREVENTATIVE MAINTENANCE, SERVICING & REPAIRS OF STANDBY GENERATORS PORT ELIZABETH AREA OFFICE JURISDICTION FOR THE PERIOD OF 36 MONTHS.*** in various areas, namely Military Bases, Police Stations, Correctional Services, State Buildings, Courts, etc. as well as structures falling under the control of the Department or other departments hereafter referred to as "Client" Departments, for a period of 24 (twenty-four) months as specified.

The Contractor shall submit to Head of the Sub Directorate Technical Maintenance a program with fixed calendar dates when equipment will be serviced within 14 days after the contract has been awarded, to enable the Head of the Sub Directorate Technical Maintenance to arrange for inspections. Any deviations from this program shall be brought to the attention of the Head of the Sub Directorate Technical Maintenance by facsimile at least 7 days prior to the due servicing dates. No services will be carried out without service call out report.

The Contractor shall supply, at his own cost, all consumable material such as grease, waste, hacksaw blades, welding rods and material for all other forms of welding, insulation tape, cleaning materials and chemicals etc. necessary for the proper execution of repairs, maintenance and servicing. No claims for





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**consumables shall be accepted. Where repairs are required to specialize items of equipment the Contractor shall arrange for such work to be carried out by specialists approved by the Department. Should the Contractor wish to make use of sub-contractors, he shall apply to the Department for written approval before making use of their services. No mark-up or handling fees on sub-contractor's invoices shall be accepted.**

16 PREVENTATIVE MAINTENANCE SERVICE SCHEDULES (ANNEXURE A)

each Servicing shall be carried out strictly as stated on the service schedules and the Contractor shall after service submit the service sheet, completed job card and invoices must be handed in to the Registry section at NDPW Port Elizabeth for payment and WCC to the project manager.

**The Contractor shall make his own arrangements for printing and duplicating of service schedules and job cards.**

The service schedule shall be countersigned by the officer in charge (**Head of Facilities**) of the building in which the equipment is situated and he shall endorse the schedule to the effect that the equipment is, in his opinion, operating satisfactorily.

17 OFFICIAL ORDER FOR REPAIRS

- a) An official order for repairs shall be issued to the Contractor by the department.
- b) Instructions for repairs may only be issued to Contractors by officials of this Department (NDPW/ P.E) who are the appointed persons responsible to issue the instruction. For each repair the complaint number issued for that repair as well as details regarding the defects shall be given to the Contractor in writing.

**Any instruction given by the Client and attended to by the contractor will not be honored by NDPW but by the Client Department.**

- c) No payments shall be made for work executed without the necessary written authority, such as official order number and signed job cards.
- e) Payments can be delayed if order number and complaint number do not appear on invoices submitted for payment and incorrect calculations.

18 EXECUTION OF REPAIRS

**In the event of repairs having to be carried out urgently during the cause of a programmed service, details of such repairs shall be reported immediately to the Head of the Technical Maintenance for further instructions and/or authority to proceed.**

**No work may be carried out without prior instruction from the Head of the Technical Maintenance.**

**The Contractor shall respond to all normal breakdown calls within 8 (eight) hours of receipt of the call, AND 24 (TWENTY FOUR) NORMAL WORKING HOURS INCLUSIVE OF THE 8 HOUR RESPONSE TIME TO COMPLETE THE REPAIR. Should this not be possible it is the responsibility of the Contractor to obtain an extension of time? The written request shall clearly state all the reasons for the extension request. Permission for extension shall be in writing.**

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For emergency services the response time shall be 2 (two) hours from the receipt of the call night or day. Only breakdowns which affect public health could cause an environmental disaster, or the operation and safety of sensitive equipment, shall be treated as emergency repairs.

In the event of the contractor not responding in the required time, the Department reserves the right to call on any other contractor to carry out the service. Any additional cost incurred shall be for the account of the successful bidder.

19 **JOB CARDS FOR REPAIRS**

Job cards shall be completed in all respects for each and every repair undertaken. Job cards shall be in accordance with the example included in this document and duplicating or printing thereof shall be for the Contractor's own cost.

Job cards shall be completed in duplicate, legibly in ink after completion of each repair and all unused lines shall be ruled through. The job card must be submitted with the invoice, the contractor shall submit a copy of the fully completed job card to the User Department for audit purposes and for verification of the deletion of the unused lines. Incomplete and incorrect job cards shall be returned to the contractor with his invoice.

20 **ACCOUNTS FOR SERVICING AND REPAIRS**

Accounts for servicing shall be accompanied by a Service Schedule.

Accounts for repairs executed, shall be accompanied by a job card.

The contractor shall cross-reference all prices and tariffs on invoices with the applicable prices and tariffs in the tender document.

**N.B**

- Services are not compulsory
- Services can be cancelled at the CWM discretion
- Services can only be executed on the receiving of a call center complaint from CWM
- Services completed without call center complaint will not be paid by DPW
- The Department will not pay services requested by our Clients to the Contractor and attended by the Contractor without NDPW Official.

**Note:**

Any overpayments discovered at a later stage shall be rectified and the Department shall recover the overpayment.

The appointed bidder shall structure his quote and invoice to include the item numbers as per the Tender Document.

21. **PAYMENT TO CONTRACTORS**

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

21.1 **CONTRACTORS QUOTATIONS, ORDER NUMBER AND INVOICES**

- Prices must be clear with no corrections, no tippex must be used on the quotation and invoice
- No physical corrections on either the quotation or invoice will be accepted
- The price on the invoice must correspond with the price on the quotation and order number.
- Because of the nature of services and repair work, being mostly of an urgent nature, the order will only remain active for payment for a period of twenty four (24) months. Contractors must thus ensure that their invoices and supporting documents are submitted within a period of three months or give written notice via fax or letter to the Head: Supply Chain Management, citing the



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problem.

21.2 CRITERIA APPLICABLE TO TAX INVOICES

**A tax invoice must contain the following:**

- The words 'tax invoice' in a prominent place;
- the name, address and registration number of the supplier;
- the name and address of the recipient;
- an individual serialized number and the date upon which the tax invoice is issued
- a description of the goods or services supplied;
- the quantity or volume of the goods or services supplied;
- either-
  - (i) The value of the supply, the amount of tax charged and the consideration for the supply; or
  - (ii) Where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.
- close corporation of company registration number

22. PROFIT ON MATERIAL (NON-SCHEDULE ITEMS)

Percentage mark-up is allowed on non-scheduled material, equipment and requirements only and not on labour, transport and sub-contractor's services. The percentage mark-up will be calculated on the price excluding VAT. Suppliers invoice may be requested by CWM for items above R2000.00

22.1 REQUEST FOR SUPPLIERS INVOICE FOR NON SCHEDULE ITEMS (NSI)

Request for a SUPPLIERS INVOICE for NSI will be requested by the Works Managers and must be adhered to at all times, if and when this is requested.

The suppliers invoice must comply with the following criteria, which will be deemed acceptable to the NDPW:

- Must be on a Company Letter Head
- Prices must be clear with no corrections , no tippex must be used on the quotation and invoice
- No physical corrections on either the quotation or invoice will be accepted
- The price on the invoice must correspond with the price on the quotation and order number.
- The supplier's address and contact details must be clear and current (contactable)
- The items listed on the supplier's invoice must be related to the service in question
- Failure to comply with the above will result in non-payment or a delay to this particular payment

23. TRANSPORT COST

Transport cost will include the cost of wages and overheads for personnel during transport to the site and running cost of the vehicle.

- a.) Transport cost will be calculated from the main post office in each sub area as per the attached map zone 1 to 3. Transport cost involved for any additional instructions executed on





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the same day or at the same institution or building will be calculated from point "A" (the first instruction) to point "B" (second instruction) to point "C" (third instruction) etc. Under no circumstances will separate transport costs for instructions executed on the same day or at the same institution or building in the same areas be allowed.

- b.) The Contractor shall make the necessary arrangements to have the required material or equipment available to execute the scheduled repairs, therefore no claims for delivery cost or transport cost to collect material or equipment for scheduled repairs shall be accepted.

24. **COMPILING AN INVENTORY AND MARKING OF EQUIPMENT**

An inventory of all Transformers, Mini-Substations and Switchgears shall be compiled by the Contractor during his first service call. The inventory shall describe the equipment in detail and the description shall indicate the make, model, size, capacity, serial number of equipment, serial numbers of attachment to the equipment i.e. fans, motors, etc.

The inventory shall also clearly state the Town/City or complex and building where the equipment is installed. The inventory shall be compiled in MS Excel format as well as a hardcopy (4.5" disc) and an updated version shall be handed in every six months. Updated inventories must be supplied as and when components with serial number are replaced.

The Contractor shall permanently mark all new installations serviced under this contract. The number on each installation shall be unique and stamped on a metal plate and pop riveted to the installation. The marking shall be in a conspicuous position, but shall not deface the appearance of the installation. Where equipment is already marked with inventory numbers, such will be used and recorded.

NOTE: THE PRICE FOR MARKING OF THE EQUIPMENT AND COMPILING OF THE INVENTORY SHALL BE INCLUDED IN THE PRICE FOR SERVICING

25. **CANCELLATION OF SERVICING TO INSTALLATIONS**

The Department reserves the right to cancel this contract partly, meaning that certain installations might be withdrawn from this contract at any stage during the validity of this contract or any new installation may be added. The contractor undertakes not to lay any claim(s) against the Department in this event. A written 30 days' notice in this regard will be issued to the contractor.

26. **APPROXIMATE AMOUNT**

The amounts listed in the bid document are approximate. The new totals will be determined by the inventory supplied after first service. These amounts will be automatically be used throughout the duration of this service unless equipment has become redundant and is no longer required or new equipment is added.

27. **CALL CENTER**

The Department has a call center in place which deals with all unplanned and terms contracts complaints. These complaints are subjected to close times which are linked to this contracts in respect of the times frames to react to the required service delivery. The successful bidder shall comply with these times frames and report close calls (service completed) on a weekly basis by the MONDAY OF EACH WEEK BEFORE 14H:00.



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28. **DRAWING UP OF SERVICE LEVEL AGREEMENT (SLA)**

The successful bidder will be subjected to the drawing up of service level agreement between the client Department, NDPW and the bidder as follows:

**INVITATION TO ATTEND AND PARTICIPATE:**

**IN THE DRAWING UP OF A SERVICE LEVEL AGREEMENT BETWEEN THE DEPARTMENT OF PUBLIC WORKS, OUR CLIENT DEPARTMENTS AND THE NEW SERVICE PROVIDER(CONTRACTORS).**

**THE PURPOSE:**

TO SENSATISE THE SERVICE PROVIDERS ON THE PROCEDURES REQUIRED BY ALL OUR CLIENTS TO ENABLE THEM:

- To introduce the service provider to our clients.
- To enter the premises.
- Implementation of day registers for record purposes.
- To contact the relevant person on site.
- To execute the required service's
- To exit the premises with all the relevant documents.
- To ensure that the job cards are understood and filed in properly.
- To inter phase the pilot project for the call centre.
- To establish the protocol on site behavior, clear identification and adhere to OHSA.
- The dos and don'ts.
- How to deal with services not completed or not completed properly.
- The closing of calls/services rendered successfully.

**THE OUTCOME**

TO FORGE A HEALTHY RELATIONSHIP WITH EVERY STAKEHOLDER FROM THE BEGINNING

WHICH WILL RESULT IN A WIN-WIN SITUATION FOR ALL THE CONCERNED PARTIES?  
AND

TO ESTABLISH A BENCHMARK WHEREBY SERVICE DELIVERY CAN BE MEASURED.



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TO AVOID THE NON COMPLAINT BY EITHER PARTIES OR THIS COULD RESULT INTO NO SERVICE DELIVERY.

29. **IMPORTANT NOTICE IN TERMS OF  
THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993)**

In order to correctly evaluate and reconcile this tender document in terms of the Construction Regulations for submission purposes, you are advised to obtain a copy of the following documents.

- "Health and Safety Specification"
- "Occupational Health and Safety Act, 1993" (ACT 85/1993)

**Both documents may be obtained as following:**

1. Go to [www.publicworks.gov.za](http://www.publicworks.gov.za)
2. Click on documents.
3. Click on consultants documents.
4. Scroll down to item 14.

In particular and without prejudice to the Health and safety Specification documents, kindly refer to the following in the Construction Regulation (CR).

1. CR 4(1)
2. CR 4(1)(a)
3. CR 4(1)(h)
4. CR 4(2)
5. CR 5(1)
6. CR 5(4)
7. CR 5(7)
8. CR 6(6)

It is acceptable if the health and safety plan in terms of CR5(1) is made available to the client /agent after the contractors tender has been accepted and the project awarded to the specific contractor, but PRIOR to the handing over of the site.

**No work on the project shall commence without the Health and Safety Plan having been approved by the client/agent**

Kindly note that the Health and Safety Specification documents is meant to cover all contingencies for all possible projects, either initiated by the department of Public Works OR





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his duly appointed agent .In terms of the relevant project only that which is applicable to the project may be extracted from this document for the purpose of the Health and Safety Plan.

All of the above documentation must be available and be part of the Health and Safety File from the date of commencement of and for the duration of the project.

**EXIT CLAUSE**

**NOTE: SHOULD THE APPOINTED CONTRACTOR NOT PERFORM OR DEFAULTS ON SERVICE DELIVERY WITHIN THE FIRST THREE MONTHS THE DEPARTMENT RESERVES THE RIGHT TO CANCEL THE CONTRACT AND RECOVER THE DIFFERENCE IN PRICE BETWEEN THE CONTRACTOR IN DEFAULT AND THE NEXT CONTRACTOR RECOMMENDED TO CONTINUE WITH THE CONTRACT,( WHERE APPLICABLE.)**

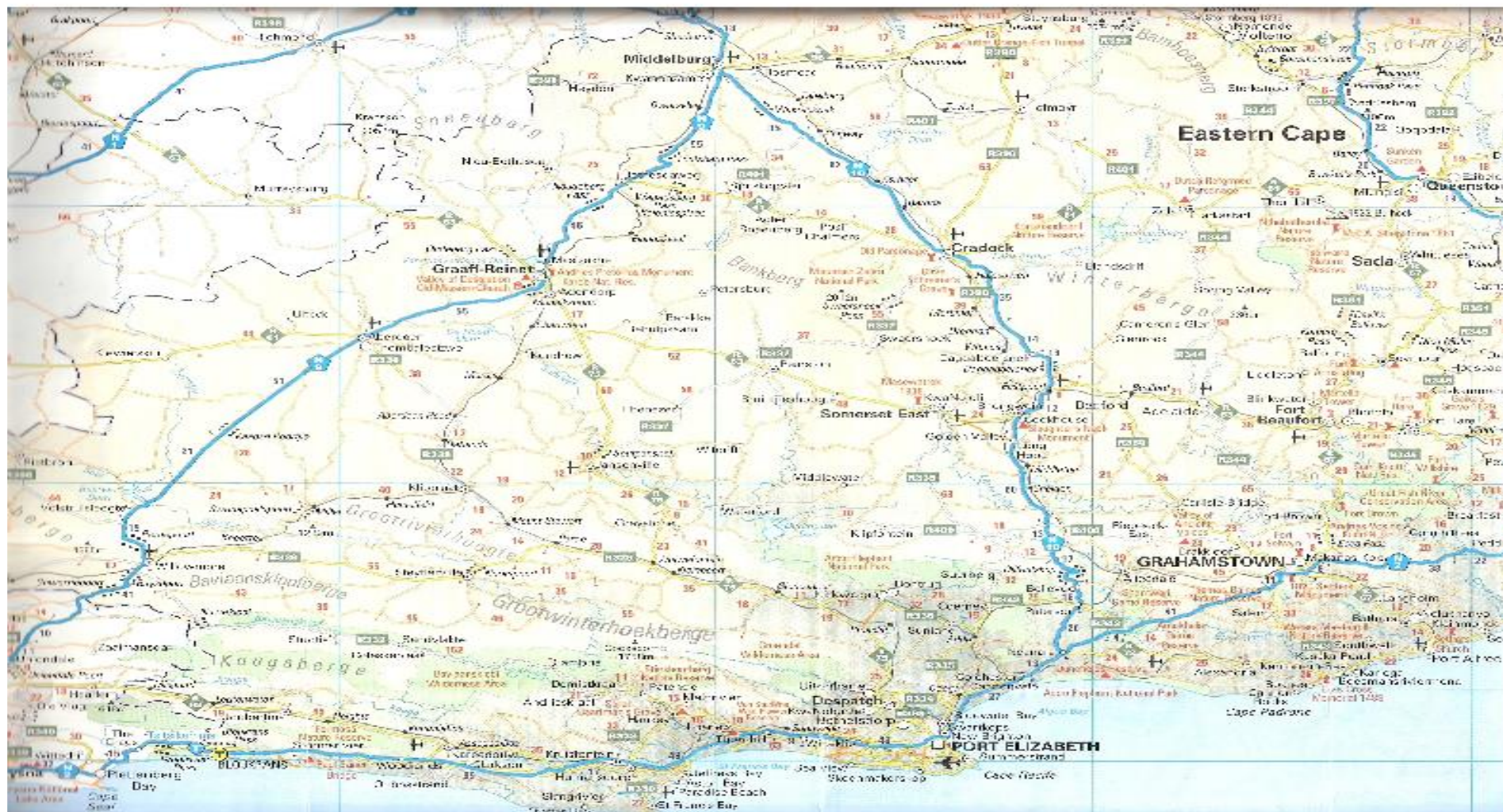
**END OF THE SPECIAL CONDITIONS OF CONTRACT**

## LIST OF SITES

PE and Surrounding areas generator maintenance repairs			
NO	SITE	Type of service required	ID NUMBER
1	JC Steyn Prison Kirkwood x 4 Generators		
2	Patensie Prison x 2 Generators		
3	North End Prison		
4	Port Elizabeth 10111 Saps call centre x2 Generators		
5	Committees Drift Saps		
6	Bathurst Saps		
7	Cookhouse Saps		
8	Grahamstown Saps		
9	Bedford Saps		
10	Grahamstown New Prison		
11	Port Elizabeth SAPS Dog Unit		
12	Walmer Saps		
13	Jansenville Saps		
14	Motherwell Saps Tynira		
15	Fort Beaufort Saps		
16	Somerset East Saps		
17	Somerset East Prison		
18	Port Alfred Saps		
19	Seafeld Saps		
20	Paterson Saps		
21	Adelaide Saps		
22	Kinkelbos Saps		
23	Motherwell SAPS (Ikamvelihle)		
24	Middleburg Prison		
25	Middleburg Saps		
26	Cradock Saps		
27	Supreme court PE		
28	Middelburg Grootfontein		
29	Kirk wood Saps		
30	Cradock Prison		
31	Dispatch Saps		
32	Thornhill Saps		
33	Hankey Saps		
34	Hankey Magistrate		
35	Storm River Saps		
36	Joubertina Saps		
37	Graaff Reinet Prison		
38	Seaview Saps		
39	Uitenhage Saps		
40	Humewood Saps		

PE and Surrounding areas generator maintenance repairs			
NO	SITE	Type of service required	ID NUMBER
41	Kwazakhele Saps		
42	Bethelsdorp Saps		
43	Gelvandale Saps		
44	Algoa Park Saps		
45	Nerina one stop child		
46	Graafrainett Saps HQ		
47	New Brighton Saps		
48	Steytlerville Saps		
49	Aberdeen Saps		
50	Willowmore Saps		
51	Klipplaat Saps		
52	Addo SAPS Training Academy (Slaagboom)		
53	Cradock Magistrate court		
54	ST Albans Prison x9 Generators		
55	Kareedouw SAPS		
56	Grahamstown DOJ		
57	Kwadwesi SAPS		
58	Port aAlfred (Inkwenkwezi) SAPS		
59	Tyefu SAPS		
60	Forest Hill-Military base x 4 generators		
61	Jansenville Prison		
62	Grahamstown Military base x 4 generators (6SAI)		
63	Rocklands SAPS		
64	St Francis Bay SAPS		
67	Mount Road Saps x 2 Generators		
68	Motherwell Magistrate court		
69	Fort beaufort Prison		
70	Doornkloof Saps		
71	Healdtown Saps Fort Beaufort		
72	Middelwater SAPS x 2		
73	Port Elizabeth Magistrate Court (New Law Court) x 2Generators		
74	Fort Brown Saps		
75	Straundale Saps, Port Elizabeth		
76	Grahamstown Library for the Blind		
77	Seven Fountein SAPS		
78	Gelvandale DOJ		
79	Grahamstown National English Literary Museum (Amazwi)		
80	Sschoombee EX-SAPS, Millitary Base		
81	Public Works NDPWI Eben Donges Building		

## ROAD MAP





## DPW – 05 (EC) CONTRACT DATA

Project title:	PREVENTATIVE MAINTENANCE, SERVICING & REPAIRS OF STANDBY GENERATORS PORT ELIZABETH AREA OFFICE FOR PERIOD OF 36 MONTHS		
Tender / Quotation no:	PET 15/2023	Closing date: Tuesday, 03 October 2023	Time: 11H00

	<p>The Conditions of Contract applicable to this Contract are clauses 1 to 10 and contract price adjustment schedule of the GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS, THIRD EDITION (2015) prepared by The South African Institution of Civil Engineering Private Bag X200, Halfway House, 1685.</p> <p>Contractors are cautioned to read the GCC Third Edition (2015) and Contract Data [DPW-05 (EC)] together as some clauses in the GCC Third Edition (2015) have been amended in the Contract Data [DPW-05 (EC)]</p> <p>Specific data, which together with these General Conditions of Contract, collectively describe the risks, liabilities and obligations of the contracting Parties and the procedures for the administration of the Contract. Clauses as amended in the Contract Data amends or replaces the corresponding clauses in the GCC Third Edition (2015).</p> <p>Copies of these conditions of contract may be obtained through <a href="http://www.saice.org.za">www.saice.org.za</a>.</p>
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	<p><b>CONTRACT VARIABLES</b></p> <p><b>THE SCHEDULE ( Contract Data [1.1.1.8])</b></p> <p>The schedule is the listed variables in this agreement and contains all variables referred to in this document including specific changes made to GCC Third Edition (2015) documentation. It is divided into part 1: contract data completed by the employer and part 2: contract data completed by the contractor. Part 1 must be completed in full and included in the tender documents. Both the part 1 and part 2 form part of this agreement</p> <p>Spaces requiring information must be filled in, shown as 'not applicable' but not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the schedule. Key cross reference clauses are italicised in [ ] brackets</p>
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### PART 1: CONTRACT DATA COMPLETED BY THE EMPLOYER:

#### A PROJECT INFORMATION

##### A 1.0 Works [1.1.1.35]

Works description	Refer to document <i>PG01.1 (EC) – Scope of Works</i> for detailed description

Tender / Quotation no: **Error! Reference source not found.**

## A 2.0 Site [1.1.1.29]

Erf / stand number	
Site address	
Township / Suburb	
City / Town	
Province	
Local authority	
GPS Coordinates	

## A 3.0 EMPLOYER AND ITS REPRESENTATIVE

### A 3.1 Employer:

Official Name of Organ of State / Public Sector Body	Government of the Republic of South Africa in its Department of Public Works & Infrastructure		
Business registration number	Not applicable	VAT number	Not applicable
E-mail	Thulani.Sibangela@dpw.gov.za	Telephone	041 408 2069
Postal address	Private Bag X3913 North End Gqeberha 6056		
Physical address	Eben Donges Building, Cnr Robert and Hancock Street North End Gqeberha 6056		

### A 3.2 Employer's representative:

Name	Thulani Sibangela	Telephone number	041 408 2069
E-mail	Thulani.sibangela@dpw.gov.za	Mobile number	n/a
Postal address	Private Bag X3913 North End Gqeberha 6056		
Physical address	Eben Donges Building, Cnr Robert and Hancock Street North End Gqeberha 6056		



Tender / Quotation no: **Error! Reference source not found.**

A 4.0	Principal Agent [1.1.1.16]	Discipline	Project Manager
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Name	Thulani Sibangela		
Legal entity of above		Contact person	Thulani Sibangela
Practice number		Telephone number	041 408 2069
Country	South Africa	Mobile number	071 382 1887
E-mail	Thulani.sibangela@dpw.gov.za		
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

A 5.0	Agent [1.1.1.16]	Discipline	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

A 6.0	Agent [1.1.1.16]	Discipline	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

Tender / Quotation no: **Error! Reference source not found.**

A 7.0	Agent [1.1.1.16]	Discipline	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

A 8.0	Agent [1.1.1.16]	Discipline	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

A 9.0	Agent [1.1.1.16]	Discipline	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		

Physical address	insert physical address insert suburb insert town insert postal code
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Tender / Quotation no: **Error! Reference source not found.**

A 10.0	Agent [1.1.1.16]	Discipline	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

A 11.0	Agent [1.1.1.16]	Discipline	
--------	------------------	------------	--

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

A 12.0	Agent [1.1.1.16]	Discipline	
--------	------------------	------------	--

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			

Postal address	insert postal address insert suburb insert town insert postal code
Physical address	insert physical address insert suburb insert town insert postal code

Tender / Quotation no: **Error! Reference source not found.**

**B CONTRACT INFORMATION**

**B 1.0 Definitions [1.1.1.2]**

Bills of quantities: System/Method of measurement	SANS 1200
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**B 2.0 Law, regulations and notices [1.3.2]**

Law applicable to the works, state country [1.3.2]	Law of the Republic of South Africa
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**B 3.0 Offer and acceptance [1.1.1.20]**

Currency applicable to this agreement [1.1.1.20]	South African Rand
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**B 4.0 Documents [1.1.1.7]**

The original signed agreement is to be held by the principal agent [1.1.1.7], if not, indicate by whom	Employer
Number of copies of construction information issued to the contractor at no cost. (3 Copies of all relevant construction documentation – this to includes 1 priced Bills of Quantities and 2 unpriced Bills of Quantities)	3

Documents comprising the agreement	Page numbers
GCC GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS, THIRD EDITION (2015)	
DPW-05: (EC): GCC 2015: 3RD EDITION	
The GCC General Preliminaries for use with the GCC 2015: 3RD EDITION	
Contract participation goal documentation as further defined in clause 1.1.1.37 [CD]	
Drawings as per drawing register issued with the tender	
Specifications issued with the tender	
Schedules issued with the tender	
Bills of Quantities issued with the tender	
Addenda as issued during tender stage, if applicable	As issued




Tender / Quotation no: **Error! Reference source not found.**

**B 5.0 Employer's agents [3.0]**

Authority is delegated to the following agents to issue contract instructions and perform duties for specific aspects of the works [3.0] [3.2.3 [CD] ]
Principal Agent <i>Luyuyo Mtiya</i>
Principal agent's and agents' interest or involvement in the works other than a professional interest <i>Luvuyo Mtiya</i>

**B 6.0 Insurances [8.6]**

<p>Insurances by contractor</p> <p>NB: Insurances 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 53 of 1998)] or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990). Insured amounts to include VAT.</p>			
	New works [8.6.1.1.1] With a deductible not exceeding 5% of each and every claim	Contract sum plus 10%	Not Applicable
Or	Works with practical completion in sections with a deductible not exceeding 5% of each and every claim	Contract sum plus 10%	Not Applicable
Or	Works with alterations and additions (reinstatement value of existing structures with or including new works) With a deductible not exceeding 5% of each and every claim	Contract sum plus 10%	Not Applicable
	Direct contractors [8.6.1.1.2] where applicable, to be included in the contract works insurance	R Eng / PQS to determine value	Not Applicable
	Sub-Contractors insurance [8.6.3] where applicable, if not included in works insurance	R Eng / PQS to determine value	Not Applicable



	Professional fees not included in the Contract Price, payable in respect of the repair or reinstatement of damage to the Works or said movables, plus Escalation thereon (if not included above). Minimum R1m unless other amount indicated. [8.6.1.1.3]	R Eng / PQS to determine value	Not Applicable
	Free issue where applicable, to be included in the contract works insurance	R Eng / PQS to determine value	Not Applicable

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Public liability insurance [8.6.1.3]]	R 5 000 000	Applicable
Ground support insurance [8.6.1.4]	R Eng / PQS to determine value	Not Applicable
Other insurances		
Hi Risk Insurance when the project is being executed in a geological area classified as a "High Risk Area [8.6.8[CD]]	R Eng / PQS to determine value	Not Applicable
Other insurances: If applicable, description 1:	R Eng / PQS to determine value	Not Applicable
Other insurances; If applicable, description 2:	R Eng / PQS to determine value	Not Applicable

#### B 7.0 Obligations of the employer

Existing premises will be in use and occupied [5.4.1 & 5.4.2]	Not Applicable
If applicable, description:	
Restriction of working hours [5.8]	Not Applicable
If applicable, description:	
Natural features and known services to be preserved by the contractor [4.7]	Not Applicable
If applicable, description:	





Restrictions to the site or areas that the contractor may not occupy [5.4.1 & 5.4.2]			Not Applicable
If applicable, description:			
Supply of free issue of material and goods [8.6.1.1.2]			Not Applicable
If applicable, description:			

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B 8.0 Subcontractors [4.4]

Select	If applicable, description of specialisation
Specialisation 1	
Specialisation 2	
Specialisation 3	
Specialisation 4	
Specialisation 5	

B 9.0 Description of different portions of the works, if applicable [5.14.7]

Select	If applicable, description of sections
Section 1	
Section 2	
Section 3	
Section 4	
Section 5	
Section 6	
Remainder of the works.	

B 10.0 Contract period [B18: 1.2], Construction period [B18: 1.1], Possession of site [5.4.1], Practical Completion [1.1.1.14, 5.14.1], Completion (Final Approval Certificate) [5.16.1] and Penalties [5.13]

B 10.1 Contract Period

Contract period: Period in months as indicated, include the time from the date of award (commencement date [5.2.1]) for submitting contractual obligatory documents, submission of Health & Safety Plan and approval, period for obtaining the Construction Permit (if applicable), the Construction Period and the Defect Liability Period up to and including Final Completion	
The contract period is determined as follows (Period/s indicated in months):	
Period to submit contractual obligatory documents including submission and approval of health and safety plan by the appointed Health & Safety Agent	21 Days
Period to obtain Construction Permit from Department of Labour upon approval of the Health & Safety Plan by the appointed Health & Safety Agent	n/a

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Total construction period for the Works as a whole up to and including Practical Completion, as indicated below [1.1.1.14, 5.14.1]	24 Months
Period to achieve Completion [5.14.4]	24 Months
Defect liability period up to and including issuing Final Approval Certificate in months [5.16.1]	3
Total Contract Period	24 Months
Penalty amount per calendar day for late submission of contractual obligatory documents: Ten percent (10%) of the penalty amount per calendar day for late Practical Completion, excluding VAT. [5.13]	R 500.00

B10.2 Construction Period for completion of the Works as a whole

Construction period [B18: 1.2] and Practical Completion for the Works as a whole [5.14.1] The time for achieving Practical Completion of the whole of the Works is measured from the date of possession of the site by the contractor inclusive of all public holidays, special non-working days and builders' holiday shut down periods.	Not Applicable
The date for practical completion for the works as a whole shall be the period in months as indicated, starting from the date of possession of the site by the contractor inclusive of all special non-working days and builders' holiday shut down periods [1.1.1.14, 5.4.1, 5.14.1]	24 Months
Notification period for inspection in working days by the principal agent.	
Penalty amount per calendar day for late Practical Completion, excluding VAT. [5.13].	R 500.00
Penalty amount per calendar day for late Completion [5.14.4, 5.13]: Thirty percent (30%) of penalty amount per calendar day for late Practical Completion, excluding VAT.	R 500.00

Penalty amount per calendar day for late Final Completion (Issuing of Final Approval Certificate) [5.16, 5.13]: Fifteen percent (15%) of penalty amount per calendar day for late Practical Completion, excluding VAT.	R 500.00
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**B10.3 Construction Period for completion of the Works in portions**

Construction period and Practical completion for portions of the Works [5.14.7]					Not Applicable	
Portions of the Works in sections:	1	2	3	4	5	6
Notification period for inspection by the principal agent in working days.						
The date for practical completion shall be the period in months as indicated from the date of possession of the site by the contractor [1.1.1.14, 5.14.1]						

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The date for practical completion for the whole of the Works, if applicable shall be the period in months as indicated from the date of possession of the site by the contractor inclusive of all public holidays, special non-working days and builders' holiday shut down periods [12.2.7; 24.1]	24 Months
Penalty for late Practical Completion, <i>if completion in sections is required</i> , excluding VAT [5.13]	
The penalty amount per day for failing to complete section 1 of the Works is:	R 500.00
The penalty amount per day for failing to complete section 2 of the Works is:	R 500.00
The penalty amount per day for failing to complete section 3 of the Works is:	R 500.00
The penalty amount per day for failing to complete section 4 of the Works is:	R 500.00
The penalty amount per day for failing to complete section 5 of the Works is:	R 500.00
The penalty amount per day for failing to complete section 6 of the Works is:	R 500.00
The penalty amount per day for failing to complete the whole of the Works, if applicable, is:	R 500.00
Penalty amount per calendar day for late Completion [5.14.4, 5.13]: To be calculated at Thirty percent (30%) of penalty / calendar day to complete the section, excluding VAT	
Penalty amount per calendar day for late Final Completion (Issuing of Final Approval Certificate) [5.16, 5.13]: To be calculated at Fifteen percent (15%) of penalty / calendar day to complete the section, excluding VAT	

**B 11.0 Criteria to achieve Practical Completion [1.1.1.14, 5.14.1]**

Criteria to achieve Practical Completion not covered in the definition of practical completion	
13.1	Obtain Occupation Certificate from the relevant authority prior to issuing the Practical Completion certificate
13.2	All relevant CoCs



13.3	All guarantees
13.4	Training on electrical, security and mechanical installations if contractually required
13.5	Maintenance / operating manuals
13.6	CPG and cidb BUILD programme achievement certificates submitted with substantiating documentation
13.7	
13.8	
13.9	
13.10	

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B 12.0 Defects liability period [5.16]

Defects liability period: Refer B10.1

Applicable	If applicable, description of applicable elements
14.1	All civil works (e.g. roads, storm water system, paving, sewer and water lines, etc.)
14.2	Mechanical equipment (e.g. pumps including switchgear, etc.)
14.3	Landscaping including automated systems (irrigation)
14.4	Electrical equipment (e.g. emergency generators, electronic switchgear, etc..)
14.5	Security system/s (e.g. Access control, Intruder alarm, etc.)
14.6	Air conditioning system and plant
14.7	
14.8	
14.9	
14.10	

B 13.0 Payment [6.10]

Date of month for issue of regular payment certificates Refer [6.10.1]	n/a
Contract price adjustment / cost fluctuations [6.8.2]	Not Applicable
If yes, method to calculate [6.8.2 [CD]]	Contract price adjustment factor
Employer shall pay the contractor within: Refer [6.10.4 [CD]]	Thirty (30) calendar days

**B 14.0 Dispute resolution [10.5 [CD]]**

Mediation	YES
Name of nominating body	Association of Arbitrators (Southern Africa)
Appointment of Mediator	State Attorney
Litigation	Court with Jurisdiction

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**B 15.0 SPECIFIC CHANGES MADE TO GCC 2015: 3<sup>RD</sup> EDITION**

CONTRACT SPECIFIC DATA	
The following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition (2015) are applicable to this Contract:	
CLAUSES	COMPULSORY DATA
1.1.1.5	Amend Clause 1.1.1.5 as follows: 'Commencement Date' means the date of possession of site by the contractor.
1.1.1.8	Amend Clause 1.1.1.8 to include the word "rights" to read as follows: "Contract Data" means the specific data which, together with these General Conditions of Contract, collectively describe the rights, risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract.
1.1.1.13	Amend Clause 1.1.1.13 as follows, clarify when the defects liability period starts: "Defects Liability Period" means the period stated in the Contract Data, commencing on the date indicated on the Certificate of Completion for the works as a whole or Certificates of Completion in the event of more than one Certificate of Completion is issued for different parts of the Works, during which the Contractor has both the right and the obligation to make good defects in the materials, Plant and workmanship covered by the Contract. Defects Liability Period is: 12 months. The Defects Liability Period for the works shall commence on the calendar day following the date of the Certificate of Completion for the works as a whole or Certificates of Completion in the event of more than one Certificate of Completion is issued for different parts of the Works and end at midnight (00:00) three hundred and sixty five days (365) calendar days from the date of the Certificate of Completion.
1.1.1.15	The name of the Employer's Project Manager as appointed from time to time: Refer to A3.2
1.1.1.21.A	<b>NEW CLAUSE</b> INTEREST: The interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999) as amended, calculated as simple interest, in respect of debts owing to the State, and will be the rate as published by the Minister of Justice and Correctional Services from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975) as amended, calculated as simple interest, in respect of debts owing by the State
1.1.1.27	This Pricing Strategy is a: Re-measurement Contract.
1.1.1.31	No Clause.
1.1.1.35	Insert the definition of "Value of Works" as Clause 1.1.1.35: "Value of Works" means the value of the Works certified by the Employer's Agent as having been satisfactorily executed and shall include the value of the works done, the value of the materials and/or plant and Contract Price Adjustments.

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1.1.1.36	Insert the definition of "Latent and Patent Defects" as Clause 1.1.1.36: A 'latent defect' is a material defect, which was not visible after 'reasonable' inspection. The latent defect period commences at the date of Final Approval Certificate and ends 5 years [after that date [5.16.3]. A patent defect is a flaw that is not hidden and ought to be easily identified upon reasonable inspection.
1.1.1.37	Contract participation goal documentation are as indicated in the tender data document DPW 03 (EC): TENDER DATA.
1.2.3.	Replace Clause 1.2.3. with the following: The Employer's Agent is as indicated in clause B 5.0 and shall have the authority to act on behalf of the employer as indicated in the contract document read with the contract data. [3.2.3].
1.3.4	Not applicable to this Contract.
1.3.5	Replace Clause 1.3.5 with the following: The Employer will become the owner of the information, documents, advice, recommendation and reports collected, furnished and/or compiled by the Contractor during the course of, and for the purposes of executing this Contract, all of which will be handed over to the Employer on request during the contract, but in any event on completion of contract, the termination and/or cancellation of this Contract for whatever reason. The Contractor relinquishes its lien / retention or any other rights thereon to which it may be entitled. (b) The copyright of all documents, recommendations and reports compiled by the Contractor during the course of and for the purposes of finalizing the Works will vest in the Employer, and may not be reproduced or distributed or made available to any person outside the Employer's service, or to any institution in any way, without the prior written consent of the Employer. The Employer shall have the right to use such material for any other purpose without the approval of information or payment to the Contractor. (c) The copyright of all electronic aids, software programmes etc. prepared or developed in terms of the Contract shall vest in the Employer, who shall have the right to use such material for any other purpose without the approval of, information or payment to the Contractor.
	(d) In case of the Contractor providing documents, electronic aids, software programs or like material to the Employer, the development of which has not been at the expense of the Employer, copyright shall not vest in the Employer. The Contractor shall be required to indicate to which documents, electronic aids, software programs or like material this provision applies. (e) The Contractor hereby indemnifies the Employer against any action, claim, damages or legal cost that may be instituted against the Employer on the grounds of an alleged infringement of any copyright, patents or any other intellectual property right in connection with the Works outlined in this Contract. (f) All information, documents, recommendations, programs and reports collected or compiled must be regarded as confidential and may not be communicated or made available to any person outside the Employer's service and may not be published either during the currency of this Contract or after termination thereof without the prior written consent of the Employer.

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1.3.7	Replace Clause 1.3.7 with the following By entering into this contract, the Contractor waives any lien that he may have or acquire, notwithstanding any other condition/s in this contract.
3.2.3	1. The Employer's Principal Agent's authority to act and/or to execute functions or duties or to issue instructions are expressly excluded in respect of the following, unless same has been approved by the employer:



	<p>(a) Appointment of Sub-contractors – clause 4.4.4;</p> <p>(b) Granting of an extension of time and/or ruling on claims associated with claims for extension of time – clauses 5.12, 10.1.5;</p> <p>(c) Rulings on claims and disputes – clauses 10.1.5, 10.2.3 and 10.3.3;</p> <p>(d) Suspension of the Works – clause 5.11.2;</p> <p>(e) Final Payment Certificate – clause 6.10.9;</p> <p>(f) Issuing of <i>mora</i> notices to the Contractor – clauses 9.1.1, 9.1.2.1 and 9.2.1;</p> <p>(g) Cancellation of the contract between the Employer and Contractor – clauses 9.1.1, 9.1.2.1 and 9.2.1.</p> <p>(h) Any variation orders – clause 6.3.1</p> <p>2. In order to be legally binding and have legal bearing and consequence, any ruling in respect of the above matters (a) to (h) must be on an official document, signed and issued by the Employer to the Contractor.</p> <p>3. The Contractor must submit claims, demands, notices, notifications, updated particulars and reports in writing, as well as any other supporting documentation pertaining thereto, in respect of any of the above listed matters (a) to (h), to the Employer's Agent within the time periods and in the format(s) as determined in the relevant clauses of the Conditions of Contract. Failing to deliver such to the Employer's Agent and in the correct format will invalidate any claim and the consequences of such failure will <i>mutatis mutandis</i> be as stated in clause 10.1.4.</p> <p>4. Clauses 6.10.9 and 10.1.5 shall be amended as follows to indicate the limitation on the Employer's Agent authority in respect thereof:</p> <p>Clause 6.10.9 – Amend to read as follows: Within 14 days of the date of final approval as stated in the Final Approval Certificate, the Contractor shall deliver to the Employer's Agent a final statement claiming final settlement of all moneys due to him (save in respect of matters in dispute, in terms of Clauses 10.3 to 10.11, and not yet resolved).</p> <p>The Employer's Agent shall within 14 days issue to the Contractor a Final Payment Certificate the amount of which shall be paid to the Contractor within 30 days of the date of such certificate, after which no further payments shall be due to the Contractor (save in respect of matters in dispute, in terms of Clauses 10.3 to 10.11 and not yet resolved).</p> <p>Clause 10.1.5 – Amend to read as follows: Unless otherwise provided in the Contract, the Employer shall, within 28 days after the Contractor has delivered his claim in terms of Clause 10.1.1 as read with Clause 10.1.2, deliver to the Contractor his written and adequately reasoned ruling on the claim (referring specifically to this Clause). The amount thereof, if any, allowed by the Employer shall be included to the credit of the Contractor in the next payment certificate. If no ruling has been made within the 28 days, as referred to in clause 10.1.5. or any extension thereof as agreed to by the parties, the claim shall be regarded as rejected by the Employer.</p>
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	<p>5. Insert the following under 3.2.3: Provided that, notwithstanding any provisions to the contrary in the Contract, the Employer shall have the right to reverse and, should it deem it necessary, to amend any certificate, instruction, decision or valuation of the Employer's Agent and to issue a new one, and such certificate instruction, decisions or valuations shall for the purposes of the Contract be deemed to be issued by the Employer's Agent, provided that the Contractor shall be remunerated in the normal manner for work executed in good faith in terms of an instruction issued by the Employer's Agent and which has subsequently been rescinded.</p>
3.3.2.1	<p>Amend Clause 3.3.2.1 to insert the word "plant" to read as follows: Observe how the Works are carried out, examine and test materials, plant and workmanship, and receive from the Contractor such information as he shall reasonably require.</p>
3.3.3.2	<p>Amend Clause 3.3.3.2 to insert the word "plant" to reads as follows: Notwithstanding any authority assigned to him in terms of Clauses 3.3.2 and 3.3.4, failure by the Employer's Agent's Representative to disapprove of any work, workmanship, plant or materials shall not prejudice the power of the Employer's Agent's thereafter to disapprove thereof and exercise any of his powers in terms of the Contract in respect of thereof.</p>

3.3.2.2.3	Add to Clause 3.3.2.2.3 and 3.3.2.2.4 the following:
3.3.2.2.4	All oral communication must be reduced into writing to be binding on the parties.
4.4.4	Ref Clause 3.2.3
4.8.2.1	Amend Clause 4.8.2.1 to include the word "person", as follows: Makes available to the Employer, or to any such contractor, person or authority, any roads or ways for the maintenance of which the Contractor is responsible, or
4.8.2.2	Amend Clause 4.8.2.2 to include "Employer" and "contractors", as follows: Provides any other facility or service of whatsoever nature o the Employer or to any of the said contractors, persons or authorities,
4.12.3	Add to Clause 4.12.3 the following: All oral communication must be reduced into writing to be binding on the parties.
5.3.1	The documentation required before commencement with Works execution are:  Health and Safety Plan to be provided within 14 calendar days from award (Ref Clause 4.3) Initial programme to be provided within 21 calendar days of handing over the site to the contractor (Ref Clause 5.6) Security (Ref Clause 6.2) Insurance (Ref Clause 8.6) <i>insert other requirements</i> insert other requirements insert other requirements
5.3.2	The time to submit the documentation required before commencement with Works execution is: 21 days.

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5.4.2	The access to, and possession of, the Site referred to in Clause 5.4.1 shall be <i>enter "exclusive" or "not exlcusive"</i> to the Contractor. In the event of access to, and possession of, the Site is not exclusive to the Contractor, the following limitations apply: <i>Insert an exposition of limitation.</i>
5.8.1	The non-working days are: Saturdays and Sundays The special non-working days are: Public Holidays; The year-end break annually published by the BCCEI (Bargaining Council for the Civil Engineering Industry)
5.9.1	Amend Clause 5.9.1 as follows:  On the Commencement Date, the Engineer shall deliver to the Contractor three (3) copies, at no cost to the Contractor, of the drawings and any instructions required for the commencement of the Works. The cost of any additional copies of such drawings and/or instructions, as may be required by the Contractor, will be for the account of the Contractor.
5.11.1	No Clause
5.11.2	Ref Clause 3.2.3
5.11.5	No Clause
5.11.6	No Clause
5.12	Ref Clause 3.2.3

5.12.2.2	Add the following to Clause 5.12.2.2 to read: "Abnormal climatic conditions means any weather conditions i.e. rain, wind, snow, frost, temperature (cold or heat) that are not in the norm for the area where the construction takes place and during which no work is possible on site"
5.13.1	Add the following to Clause 5.13.1: The penalty for failing to complete the Works: Refer to B10 CD
5.14.1	Amend the second paragraph of Clause 5.14.1 as follows: When the Works are about to reach the said stage, the Contractor shall, in writing, request a Certificate of Practical Completion and the Employer's Agent shall, within 14 days after receiving such request, issue to the Contractor a written list setting out the work to be completed to justify Practical Completion. Should the Employer's Agent not issue such a list within the 14 days, the Contractor shall notify the Employer accordingly. Should the Employer not issue such a list within
	7 days of receipt of such notice, Practical Completion shall be deemed to have been achieved on the 14 <sup>th</sup> day after the contractor requested the Certificate of Practical Completion.
5.14.4	Add the following to Clause 5.14.4: Penalty for late due completion date will be 30% of penalty / calendar day. Penalty for late completion date will be 15% of penalty / calendar day.

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5.16.1	Amend Clause 5.16.1 by deleting the provision in the third paragraph of this clause.
5.16.2	Amend Clause 5.16.2 as follows: No certificate other than the Final Approval Certificate referred to in Clause 5.16.1 shall be deemed to constitute approval of the Works or shall be taken as an admission of the due performance of the Contract or any part thereof, nor of the accuracy of any claim made by the Contractor, nor shall any other certificate exclude or prejudice any of the powers of the Employer's Agent and/or the Employer.
5.16.3	The latent defect period for all works is: 5 years
6.2.1	The type of security for the due performance of the Contract, as selected by the Contractor in the Contract Data, must be delivered to the Employer.
6.2.3	Amend Clause 6.2.3 as follows: If the Contractor has selected a performance guarantee as security, he shall ensure that it remains valid and enforceable as required in terms of the Contract.
6.3.1	Add the following to the last paragraph "subject to obtaining approval from the Employer" (3.2.3)
6.5.1.2.3	The percentage allowance to cover overhead charges is: 33%, except on material cost where the percentage allowance is 10%.
6.8.2	When Contract Price Adjustment is applicable [B13] the value of payment certificates is to be adjusted by a Contract Price Adjustment Factor (CPAF):  The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Factor with the following values:  The value of "x" is 0.15.  The values of the coefficients are: a = 0.25. (Labour) b = 0.3 (Contractor's equipment) c = 0.3 (Material) d = 0.15 (Fuel) The values of the coefficients for "Repair and Maintenance Project" (RAMP) contracts are: a = 0.35 (Labour) b = 0.20 (Contractor's equipment) c = 0.35 (Material) d = 0.10 (Fuel) The urban area nearest the Site is <i>insert name of urban area</i> . (Select urban area from Statistical News Release, P0141, Table A)  The applicable industry for the Construction Material Price Index for materials / plant is <i>insert name of industry</i> .

	<p>(Select the applicable industry from Statistical News Release, P0151.1, Tables 2,4,5)</p> <p>The area for the Producer Price Index for fuel is <i>insert name of area</i>. (Select the area from Statistical News Release, P0142.1, Table 1.)</p> <p>The base month is <i>insert month insert year</i>. (The month prior to the closing of the tender.)</p>
6.8.3	Price adjustments for variations in the costs of special materials are not allowed.

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6.9.1	Replace Clause 6.9.1 with the following: "Plant and materials will only be certified and paid for upon furnishing proof of ownership by the contractor. Once paid, material and goods shall become the property of the Employer and shall not be removed from site without the written authority of the Employers Agent.
6.10.1	Add at end of Clause 6.10.1 The contractor shall provide the Employer's Agent every month, on dates as agreed between parties / instructed by the Principal Agent, with the following information: Monthly Local content report, EPWP / NYS payment register, labour reports and certified ID document of EPWP/ NYS beneficiaries, Contract between Contractor and EPWP/ NYS beneficiaries, attendance register. (if applicable) Tax Invoice Labour intensive report Contract participation goal reports
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is: 85 %.
6.10.3	The limit of retention money is dependent on the security to be provided by the Contractor in terms of Clause 6.2.1.
6.10.4	Replace "28 days" with "30 days" provided all required documents have been submitted and are correct in all respects.
6.10.5	<p>Replace Clause 6.10.5 with the following:</p> <p>In respect of contracts up to R2 million and in respect of contracts above R2 million where the Contractor elects a security by means of a 10% retention, 50% of the retention shall be released to the Contractor when the Employer's Agent issues the Certificate of Completion in terms of clause 5.14.4. The remaining 50% of the retention shall be released in accordance with the provisions of the conditions of contract and will become due and payable when the Contractor becomes entitled, in terms of Clause 5.16.1, to receive the Final Approval Certificate.</p> <p><u>In respect of contracts above R2 million, where the Contractor elects a security by means of a cash deposit or fixed guarantee of 5% of the Contract Sum (excl. VAT) and a 5% retention of the Value of the Works (excl. VAT), the cash deposit or fixed guarantee, whichever is applicable, shall be refunded to the Contractor or return to the guarantor, respectively, when the Employer's Agent issues the Certificate of Completion in terms of Clause 5.14.4. The 5% retention of the Value of the Works (excl. VAT) shall become due and payable when the Contractor becomes entitled, in terms of Clause 5.16.1, to receive the Final Approval Certificate.</u></p> <p><u>In respect of contracts above R2 million, where the Contractor elects a security by means of a cash deposit or a variable guarantee of 10% of the Contract Sum (excl. VAT), the cash deposit or the variable guarantee, whichever is applicable, will be reduced to 5% of the Value of the Works (excl. VAT) when the Employer's Agent issues the Certificate of Completion in terms of Clause 5.14.4. The balance of the cash deposit shall become due and payable or the variable guarantee shall expire when the Contractor becomes entitled in terms of Clause 5.16.1 to receive the Final Approval Certificate.</u></p>
6.10.6.2	Replace Clause 6.10.6.2 with the following: "In the event of failure by the Employer to make the payment by the due date, he shall pay to the Contractor interest, at the rate as published by the Minister of Justice and Correctional Services

	from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975) as amended, calculated as simple interest, in respect of debts owing by the State". (1.1.1.21.A).
6.10.9	Ref Clause 3.2.3.

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7.2.1	The last sentence to read "Failing requirements or instructions, the Plant, workmanship and materials of the respective kinds shall be suitable for the intended purpose provided that materials procured for the works are 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 DPWI. Failing to comply, unless specified or approval granted will result in a ten percent (10%) penalty of the value of imported material used without approval.
7.5.3	Add the following to Clause 7.5.3 "Should the work inspected by the Employer's Agent be rejected, all consultant's fees / costs pertaining to the unsuccessful inspection shall be recovered from the contractor".
7.9.1	Insert the following at the end of Clause 7.9.1: Provided that, should the Contractor on demand not pay the amount of such costs to the Employer, such amount may be determined and deducted by the Employer from any amount due to or that may become due to the Contractor under this or any other previous or subsequent contract between the Contractor and the Employer.
8.2.2.1	Insert the following as a second paragraph to Clause 8.2.2.1:  The Contractor shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the Works and to rebuild, restore, replace and/or repair the Works, failing which the Employer may cause same to be done and recover the reasonable costs associated therewith from the Contractor.
8.3.1.10	Replace Clause 8.3.1.10 with the following: "Ionising, radiation, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuels, excluding leakages of any radioactive material / gases / corrosive liquids/chemicals, which are harmful to the environment and biological life, brought on to site for installation or used in the Works prior to final approval".
8.4.3	Add the following as Clause 8.4.3:  Where the Contractor has caused damage to property (moveable and immovable), of any person, the Employer or third parties, the Contractor shall on receiving a written instruction from the Employer's Agent immediately proceed at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the Works.
8.6.1	Replace Clause 8.6.1 with the following: Except if provided otherwise in the Contract Data, the Contractor, without limiting his obligations in terms of the Contract, shall effect and keep the respective insurances [CD] in force, in favour of the employer as beneficiary, from the date of possession of the site until the issue of the certificate of practical completion and with an extension to cover the contractors obligations after the date of practical completion [8.2.1]
8.6.1.1.1	Ref B6.0 CD for value of insurance.
8.6.1.1.2	Ref B6.0 CD for value of insurance.
8.6.1.1.3	Ref B6.0 CD for value of insurance.
8.6.1.3	Amend Clause 8.6.1.3 to delete reference to limit of indemnity, to read as follows: Liability insurance that covers the Contractor against liability for the death of, or injury to any person, or loss of, or damage to any property (other than property while it is insured in terms of Clause 8.6.1.1) arising from or in the course of the fulfilment of the Contract, from the Commencement Date to the date of the end of the Defects Liability Period, if applicable, or otherwise to the issue of the Certificate of Completion.
8.6.4	Omit clause

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8.6.6	<p>Replace Clause 8.6.6 with the following:</p> <p>Without limiting the contractor's obligations in terms of the contract, the contractor shall, within twenty-one (21) calendar days of the date of letter of acceptance, but before commencement of the works, submit to the employer all the policies by which the insurances are effected and due proof of upfront payment of all premiums thereunder to keep the policies effective from the Commencement Date to the date of the end of the Defects Liability Period, if applicable, or otherwise to the issue of the Certificate of Completion.</p>
8.6.7	<p>Replace Clause 8.6.7 with the following:</p> <p>If the Contractor fails to effect and keep in force any of the insurances referred to in Clause 8.6.1, the Employer may cancel the Contract in terms of Clause 9.2.</p>
8.6.8	<p>Add the following as Clause 8.6.8.</p> <p><b>HIGH RISK INSURANCE</b></p> <p>In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:</p> <p>(1)      <b>Damage to the Works</b></p> <p>The Contractor shall, from the date of Commencement of the Works until the date of the Certificate of Completion, bear the full risk of and hereby indemnifies and holds harmless the Employer against any damage to and/or destruction of the Works consequent upon a catastrophic ground movement as mentioned above. The Contractor shall take such precautions and security measures and other steps for the protection of the Works as he may deem necessary.</p> <p>When so instructed to do so by the Employer's Agent, the Contractor shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the Works and to rebuild, restore, replace and/or repair the Works, at the Contractor's own costs.</p> <p>(2)      <b>Injury to Persons or Loss of or damage to Properties</b></p> <p>The Contractor shall be liable for and hereby indemnifies and holds harmless the Employer against any liability, loss, claim or proceeding arising during the Contract Period whether arising in common law or by Statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above.</p> <p>The Contractor shall be liable for and hereby indemnifies the Employer against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable or personal property or property contiguous to the Site, whether belonging to or under the control of the Employer or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the Contract Period.</p> <p>(3)      It is the responsibility of the Contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in Clauses 8.6.8(1) and 8.6.8 (2) above. Without limiting his obligations in terms of the Contract, the Contractor shall, within 21 days of the Commencement Date and before Commencement of the Works, submit to the Employer proof of such insurance policy, if requested to do so.</p> <p>(4)      The Employer shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the Contractor's default of his obligations as</p>

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	<p>set out in Clauses 8.6.8 (1), 8.6.8 (2) and 8.6.8 (3). Provided that, should the Contractor on demand not pay the amount of such costs to the Employer, such amount may be determined and deducted by the Employer from any amount due to or that may become due to the Contractor under this or any other existing or subsequent contract between the Contractor and the Employer.</p>
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9.1.1	Ref Clause 3.2.3
9.1.2.1	Ref Clause 3.2.3
9.1.4	Replace the first paragraph of Clause 9.1.4 with the following:  “In the circumstances referred to in Clauses 9.1.1, 9.1.2 or 9.1.3 (provided that the circumstances in 9.1.3 is not due to the fault of the Contractor, his employees, contractors or agents), and whether or not the Contract is terminated under the provisions of this Clause, the Contractor shall be entitled on proof of payment of any increased cost of or incidental to the execution of the Works which is specifically attributable to, or consequent upon the circumstances defined in Clauses 9.1.1, 9.1.2 or 9.1.3; ..... necessary changes”
9.1.5	Replace the first paragraph of Clause 9.1.5 with the following:  If the Contract is terminated on any account in terms of this Clause (provided that the circumstances in 9.1.3 is not due to the fault of the Contractor, his employees, contractors or agents) , the Contractor shall be paid by the Employer (insofar as such amounts or items have not already been covered by payments on account made to the Contractor) for all measured work executed prior to the date of termination, the amount (without retention), payable in terms of the Contract and, in addition: ”
9.1.5.5	No Clause
9.1.6	No Clause
9.2.1	Ref Clause 3.2.3
9.2.1.3.9	Add the following as Clause 9.2.1.3.9:  Has failed to effect and keep in force any of the insurances referred to in Clause 8.6.1.
9.2.4	Add the following as Clause 9.2.4: In the case where a contract is terminated by the Employer by no fault by any party, the contractor shall be entitled to no other compensation than for work done and materials on site as certified by the Principal Agent at the date of termination.
9.3.2.2	Replace Clause 9.3.2.2 with the following: All Plant and Construction Equipment, Temporary Works and unused materials brought onto the Site by the Contractor, and where ownership has not been transferred to the Employer (see Clause 6.9.1), shall be removed from the Site on termination of the contract by any party.
9.3.2.3	No Clause
9.3.3	Add the following at the end of Clause 9.3.3  After cancellation of the Contract by the Contractor, the Contractor, when requested by the Employer to do so, shall not be entitled to refuse to withdraw from the Works on the grounds of any lien or a right of retention or on the grounds of any other right whatsoever. Nothing in this Clause shall prejudice the right of the Contractor to exercise, either in lieu of or in addition to the Contractor rights and remedies specified in this Clause, any other rights or remedies to which the Contractor may be entitled under the Contract or common law.

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10.1.3.1	Replace Clause 10.1.3.1 with the following: All facts and circumstances relating to the claims shall be investigated as and when they occur or arise. For this purpose, the Contractor shall deliver to the Employer's Agent, records in a form approved by the Employer's Agent, of all the facts and circumstances which the Contractor considers relevant and wishes to rely upon in support of his claims, including details of all construction equipment, plant, labour, and materials relevant to each claim. Such records shall be submitted promptly after the occurrence of the event giving rise to the claim.
10.1.4	Ref Clause 3.2.3.
10.1.5	Ref Clause 3.2.3.
10.1.6	Add the following as Clause 10.1.6:  If the Employer fails to give his ruling within the period referred to in Clause 10.1.5 he shall be deemed to have given a ruling dismissing the claim.

10.2.1	Replace Clause 10.2.1 with the following: In respect of any matter arising out of or in connection with the Contract, which is not required to be dealt with in terms of Clause 10.1 or which does not require the decision or ruling of the Employer, the Contractor or the Employer shall have the right to deliver a written dissatisfaction claim to the Employer's Agent. This written claim shall be supported by particulars and substantiated.
10.2.2	Replace Clause 10.2.2 with the following: If, in respect of any matter arising out of or in connection with the Contract, which is not required to be dealt with in terms of Clause 10.1 or which does not require the decision or ruling of the Employer, the Contractor or the Employer fails to submit a claim within 28 days after the cause of dissatisfaction, he shall have no further right to raise any dissatisfaction on such matter.
10.2.3	Ref clause 3.2.3.
10.3.2	Replace Clause 10.3.2 with the following: If either party shall have given notice in compliance with Clause 10.3.1, the dispute shall be referred immediately to mediation under Clause 10.5, unless amicable settlement is contemplated.
10.3.3	Replace Clause 10.3.3 with the following: In respect of a ruling given by the Employer (Ref clause 3.2.3), and although the parties may have delivered a Dispute Notice, the ruling shall be in full force and carried into effect unless and until otherwise agreed by both parties, or in terms of a mediation decision or court judgement.
10.4.2	Replace Clause 10.4.2 with the following: If the other party rejects the invitation to amicable settlement in writing, or does not respond in writing to the invitation within 14 days, or amicable settlement is unsuccessful, referral to mediation shall follow immediately. Should mediation be unsuccessful, the dispute shall be resolved by Litigation.
10.4.4	Replace Clause 10.4.4 with the following: Save for reference to any portion of any settlement, or decision which has been agreed to be final and binding on the parties, no reference shall be made by or on behalf of either party in any subsequent court proceedings, to any outcome of an amicable settlement, or to the fact that any particular evidence was given, or to any submission, statement or admission made in the course of the amicable settlement.

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10.5	Replace Clause 10.5 with the following: The parties may, by agreement and at any time before Litigation, refer a dispute to mediation, in which event:  10.5.1 The appointment of a mediator, the procedure, and the status of the outcome shall be agreed between the parties.  10.5.2 Regardless of the outcome of a mediation the parties shall bear their own costs concerning the Mediation and equally share the costs of the mediator and related expenses.
10.6	No Clause
10.7	No Clause
10.10.3	Replace Clause 10.10.3 with the following: The court shall have full power to open up, review and revise any ruling, decision, order, instruction, certificate or valuation of the Employer's Agent and Employer and neither party shall be limited in such proceedings before such court to the evidence or arguments put before the Employer's Agent or Employer for the purpose of obtaining his ruling.

## B 16.0 CONTRACT PARTICIPATION GOAL TARGETS AND CIDB B.U.I.L.D. PROGRAMME

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

(a)	Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Select
(b)	Minimum Targeted Local Building Material Suppliers Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Select
(c)	Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Select
(d)	cidb BUILD Programme: Minimum Targeted Enterprise Development Contract Participation Goal in accordance with the cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Select

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(e)	cidb BUILD Programme: Minimum Targeted Contract Skills Development Goal in accordance with the cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 48491 of 28 April 2023. and the cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Select
(f)	DPWI National Youth Service training and development programme (NYS) – Condition of Contract.	Select
(g)	Labour Intensive Works – Condition of Contract.	Select
(h)		Select
(i)		Select

## PART 2: CONTRACT DATA COMPLETED BY THE TENDERER:

### C TENDERER'S SELECTIONS

#### C 1.0 Securities [11.0]

In respect of contracts with a contract sum up to R1 million, the security to be provided by the contractor to the employer will be a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT).

In respect of contracts with a contract sum more than R1 million, the security to be provided by the contractor to the employer will be selected by the Contractor as indicated below:

Guarantee for construction: Select Option A, B, C, D or E

n/a

Option A	cash deposit of 10 % of the contract sum (excluding VAT)
Option B	variable construction guarantee of 10 % of the contract sum (excluding VAT) (DPW-10.3 EC)
Option C	payment reduction of 10% of the value certified in the payment certificate (excluding VAT)
Option D	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)
Option E	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) (DPW-10.1 EC)]

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NB: Insurances 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 53 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.

Guarantee for payment by employer [11.5.1; 11.10]	Not applicable
Advance payment, subject to a guarantee for advance payment [11.2.2; 11.3]	Not applicable

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#### C 2.0 Payment of preliminaries [25.0]

Contractor's selection

Select Option A or B

B

Where the contractor does not select an option, Option A shall apply

#### Payment methods

Option A	The preliminaries shall be paid in accordance with an amount prorated to the value of the works executed in the same ratio as the amount of the preliminaries to the contract sum, which contract sum shall exclude the amount of preliminaries. Contingency sum(s) and any provision for cost fluctuations shall be excluded for the calculation of the aforesaid ratio
Option B	The preliminaries shall be paid in accordance with an amount agreed by the principal agent and the contractor in terms of the priced document to identify an initial establishment charge, a time-related charge and a final dis-establishment charge. Payment of the time-related charge shall be assessed by the principal agent and adjusted from time to time as may be necessary to take into account the rate of progress of the works

#### Lump sum contract

Where the amount of preliminaries is not provided it shall be taken as 7.5% (seven and a half per cent) of the contract sum, excluding contingency sum(s) and any provision for cost fluctuations.

#### C 3.0 Adjustment of preliminaries [26.9.4]

#### Lump sum contract

Where the amount of preliminaries is not provided it shall be taken as 7.5% (seven and a half per cent) of the contract sum, excluding contingency sum(s) and any provision for cost fluctuations.

#### Contractor's selection

Select Option A or B

Where the contractor does not select an option, Option A shall apply.

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#### Provision of particulars

The contractor shall provide the particulars for the purpose of the adjustment of preliminaries in terms of his selection. Where completion in sections is required, the contractor shall provide an apportionment of preliminaries per section.

Option A	An allocation of the preliminaries amounts into Fixed, Value-related and Time-related amounts as defined for adjustment method Option A below, within fifteen (15) working days of the date of acceptance of the tender
Option B	A detailed breakdown of the preliminaries amounts within fifteen (15) working days of possession of the site. Such breakdown shall include, inter alia, the administrative and supervisory staff, the use of construction equipment, establishment and dis-establishment charges, insurances and guarantees, all in terms of the programme

## Adjustment methods

The amount of preliminaries shall be adjusted to take account of the effect which changes in time and/or value have on preliminaries. Such adjustment shall be based on the particulars provided by the contractor for this purpose in terms of Options A or B, shall preclude any further adjustment of the amount of preliminaries and shall apply notwithstanding the actual employment of resources by the contractor in the execution of the works.

Option A	<p>The preliminaries shall be adjusted in accordance with the allocation of preliminaries amounts provided by the contractor, apportioned to sections where completion in sections is required</p> <p>Fixed - An amount which shall not be varied.</p> <p>Value-related - An amount varied in proportion to the contract value as compared to the contract sum. Both the contract sum and the contract value shall exclude the amount of preliminaries, contingency sum(s) and any provision for cost fluctuations.</p> <p>Time-related - An amount varied in proportion to the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value [23.2; 23.3] as compared to the number of calendar days in the initial construction period [26.9.4].</p>
Option B	<p>The adjustment of preliminaries shall be based on the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value [23.2; 23.3] as compared to the number of calendar days in the initial construction period [26.9.4]. The adjustment shall take into account the resources as set out in the detailed breakdown of the preliminaries for the period of construction during which the delay occurred.</p>

## Failure to provide particulars within the period stated

Option A	<p>Where the allocation of preliminaries amounts for Option A is not provided, the following allocation of preliminaries amounts shall apply:</p> <p>Fixed - Ten per cent (10%) Value-related - Fifteen per cent (15%) Time-related - Seventy-five per cent (75%)</p> <p>Where the apportionment of the preliminaries per section is not provided, the categorised amounts shall be prorated to the cost of each section within the contract sum as determined by the principal agent</p>
Option B	<p>Where the detailed breakdown of preliminaries amounts for Option B is not provided, Option A shall apply</p>



## OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS



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

# OCCUPATIONAL HEALTH & SAFETY SPECIFICATIONS

FOR

**PROJECTS AND MAINTENANCE  
(BUILDING/ELECTRICAL/MECHANICAL)**

**MANAGED ON BEHALF OF**

**THE DEPARTMENT OF  
PUBLIC WORKS**

**(THE “CLIENT”)**





**SUPERVISION BY THE DEPARTMENT OF PUBLIC WORKS:**

**Mr./Ms./Me** - **PROJECT MANAGER**  
(Add full details of the project manager)  
.....  
.....

**Mr. /Ms/Me** - **CONTROL/WORKS MANAGER**  
(Add full details of the inspector)  
.....  
.....

.....**AND/OR ITS AGENT:** [as per CR 5(5)] – {Also refer specifically to Sections 8(2)(g),  
8(2)(h) and 37(2) of the Act}

**AGENT:** (full particulars of agent)

**SUPERVISION BY THE PRINCIPAL CONTRACTOR:**

**PRINCIPAL CONTRACTOR:** (full particulars of principle contractor / contractor)

**Mr. /Ms/Me** - **HEALTH & SAFETY OFFICER (BUILDING)**  
(Add full details of this officer)  
.....  
.....

**Mr. /Ms/Me** - **HEALTH & SAFETY OFFICER (ELECTRICAL)**  
(Add full details of this officer)  
.....  
.....

**Mr. /Ms/Me** - **HEALTH & SAFETY OFFICER (MECHANICAL)**  
(Add full details of this officer)  
.....  
.....

**Mr. /Ms/Me** - **HEAD: PROJECTS & MAINTENANCE**  
(Add full details of the head of the project)  
.....  
.....



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## 1. PREAMBLE

In terms of Construction Regulation 5(1)(a) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), the Department of Public Works, as the Client and/or its Agent on its behalf, shall be responsible to prepare a baseline risk assessment for an intended construction work project. In terms of construction regulations 5(1)(b), the client must prepare a suitable, sufficiently documented and coherent site specific 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.

This 'Health and Safety Specifications' document is governed by the "Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), hereinafter referred to as 'The Act'. Notwithstanding this, cognisance should be taken of the fact that no single Act or its set of Regulations can be read in isolation. Furthermore, although the definition of Health and Safety Specifications stipulates 'a documented specification of all health and safety requirements pertaining to associated works on a construction site, so as to ensure the health and safety of persons', it is required that the entire scope of the Labour legislation, including the Basic Conditions of Employment Act be considered as part of the legal compliance system. With reference to this specification document this requirement is limited to all health, safety and environmental issues pertaining to the site of the project as referred to here-in. Despite the foregoing it is reiterated that environmental management shall receive due attention.

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

The Department of Public Works is tasked to provide accommodation and operational facilities to a very large proportion of the approximate 40 National Departments responsible for the governance of the Department of Public Works. A very large number of State employees and public users of the facilities and the services provided there-in directly interacts with the facilities provided by the well-being, health and safety of a great number of people. This Department thus





has directly or indirectly, an impact on the Republic of South Africa as well as the National Parliament.

In this a high premium is to be placed on the health and safety of the most valuable assets of the Department of Public Works. These are its personnel, the personnel of its Clients and the physical assets of which it is the custodian and may also include the public as well. The responsibilities the Department and relevant stakeholders have toward its employees and other people present in the facilities or on the sites are captured further in this specification document. These responsibilities stem from both moral, civil and a variety of legal obligations. The Principal Contractor is to take due cognisance of the above statement.

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

## 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.

## 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. *(All references to the singular shall also be regarded as references to the plural)*

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. 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 on inter alia:



- a) Safety considerations affecting the site of the project and its environment;
- b) Health and safety aspects of the associated structures and equipment;
- c) Submissions on health and safety matters required from the Principal Contractor (and his /her contractor); and
- d) The Principal Contractor's (and his /her contractor) health & safety plan.

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

To inform the Principal Contractor that the Occupational Health and Safety Act, 1993 (Act 85 of 1993) in its entirety shall apply to the contract to which this specification document applies. The Construction Regulations promulgated on 07 February 2014 shall apply to any person involved in construction work pertaining to this project, as will the Act.

**4. DEFINITIONS - The most important definitions in the Act and Regulations pertaining to this specification document are hereby extracted.**

**"Purpose of the Act" –**

To provide for the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; the protection of 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; to establish an advisory council for occupational health and safety; and to provide for matters connected therewith.

**"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 construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure; or
- (b) the construction, erection, maintenance, demolition or dismantling of any bridge, dam canal, road, railway, runway, runway, sewer or water reticulation system; or the moving of





earth, clearing or land, the making of excavation, piling or any similar civil engineering structure or type of work;

“Construction work permit”

means a document issued in terms of construction regulations 3

“Contractor” –

means an employer, as defined in Section 1 of the Act, who performs construction work and includes Principal Contractors;

“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 documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified;

“Health and Safety Specification” –

means a documented specification of all health and safety requirements pertaining to the associated works on a construction site, so as to ensure the health and safety of persons;

“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.



## 5. OCCUPATIONAL HEALTH & SAFETY MANAGEMENT

### 5.1 Structure and Organization of OH&S Responsibilities

#### 5.1.1. Overall Supervision and Responsibility for OH&S

- \* The Client and/or its Agent on its behalf to ensure that the Principal Contractor, appointed in terms of Construction Regulation 5(5), 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.
- \* The Chief Executive Officer of the Principal Contractor in terms of Section 16 (1) of the Act to ensure that the Employer (as defined in the Act) complies with the Act. The pro forma Legal Compliance Audit may be used for this purpose by the Principal Contractor or his/her appointed contractor.
- \* All OH&S Act (85 /1993), Section 16 (2) appointee/s as detailed in his/her/their respective appointment forms to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal Contractor to become part of site records (Health & Safety File).
- \* The Construction Manager and Assistant Construction Manager appointed in terms of Construction Regulation 8(1), 8(2) to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal Contractor to become part of site records (Health & Safety File).
- \* All Health and Safety Representatives (SHE-Reps) shall act and report as per Section 18 of the Act.

#### 5.1.2. 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 are required to ensure compliance to the Act, Regulations and Safety Standards.

***Required appointments as per the Construction Regulations:-***

Item	Regulation	Appointment	Responsible Person
1.	5(1)(k)	Principal contractor for each phase or project	Client
2.	7(1)(c)	Contractor	Principal Contractor
3.	7(2)(c)	Contractor	Contractor
4.	8(1)	Construction Manager	Principal Contractor
5.	8(2)	Construction Manager assistant	Principal Contractor
6.	8(5)	Construction Health and Safety Officer	Principal Contractor
7.	9(1)	Person to carry out risk assessment	Contractor
9.	10(1)(a)	Fall protection planner	Contractor
10.	12 (1)	Temporary works designer	Contractor
12.	13(1)(a)	Excavation supervisor	Contractor
13.	13(2)(b)(ii)(bb)	Professional engineer or technologist	Contractor
14.	13(2)(k)	Explosives expert	Contractor
15.	14(1)	Supervisor demolition work	Contractor
16.	14(11)	Demolition expert	Contractor
18.	16(1)	Scaffold supervisor and scaffold erector	Contractor
19.	17(1)	Suspended platform supervisor	Contractor
20.	17(2)(c)	Compliance plan developer	Contractor
21.	17(8)(c)	Suspended platform expert	Contractor
22.	17(13)	Outrigger expert	Contractor
23.	18(1)	Rope access supervisor	Contractor
24.	19(8)(a)	Material hoist inspector	Contractor
25.	20(1)	Bulk mixing plant supervisor	Contractor
26.	21(2)(b)	Explosive actuator expert	Contractor
27.	22(a)	Crane supervisor	Contractor
28.	24(d)	Temporal electrical installations controller	Contractor
29.	24(e)	Temporal electrical installations inspector	Contractor
30.	28(a)	Stacking and storage supervisor	Contractor
31.	29(h)	Fire equipment inspector	Contractor

This list may be used as a reference or tool to determine which components of the Act and Regulations would be applicable to a particular site, as was intended under paragraph 3 & 4 of the Chapter "Preamble" (page 4) above. This list must not be assumed to be exclusive or comprehensive.

## 5.2 *Communication & Liaison*

5.2.1 OH&S Liaison between the Employer, the Principal Contractor, the other Contractors, the Designer and other concerned parties shall be through the H&S Committee as per the procedures determined by the H&S Committee.

5.2.2 In addition to the above, communication may be directly to the Client or his appointed Agent, verbally or in writing, as and when the need arises.



- 5.2.3 Consultation with the workforce on OH&S matters will be through their Supervisors and H&S Representatives ("SHE – Reps")
- 5.2.4 The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g. design changes agreed with the Client and/or its Agent on its behalf and the Designer, instructions by the Client and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/situations etc.

## 6. INTERPRETATION

(i) The Occupational Health and Safety Act and all its Regulations, with the exception of the Construction Regulations, distinguish between the roles, responsibilities and functions of employers and employees respectively. It views consultants and contractors as employees of the "owner" of a construction or operational project, the "owner" being regarded as the employer. Only if formally agreed to by way of the written agreement in this regard between the "owner(s)" and consultant and /or between the "owner(s)" and the contractor(s), will these assumptions be relinquished in favour of the position agreed upon between the relevant parties.

(ii) The position taken by the Construction Regulations is that the "owner", in terms of its instructions, operates (has to operate) in the role of client as per relevant definition. The contractors working for the "client" are seen to be in two categories, i.e. the Principal Contractor and Contractors. The Principal Contractor has to take full responsibility for the health and safety on the site of the relevant project / contract. This includes monitoring health and safety conditions and overseeing administrative measures required by the Construction Regulations from all contractors on the project site. (Ordinary / sub) Contractors are required to operate under the scrutiny and control (in terms of all health and safety measures which are covered in the Construction Regulations) of the Principal Contractor. Where, for the work the Principal Contractor will have to execute himself, practical health and safety measures are applicable, he will also be subject to the relevant requirements with which (ordinary / sub) Contractors have to comply. The Principal Contractor will, however, not have to actually fulfill such requirements in respect of any of the work / functions of any (ordinary / sub) Contractors on the site for which he has been appointed as Principal Contractor. However, he has to monitor / oversee such processes, ensuring that the requirements are complied with and that the required appointments / evaluations / inspections / assessments and tests are done and that the records are duly generated and kept as prescribed in the Construction Regulations. This has to feature clearly in the Principal Contractor's Health and Safety Plan.

## 7. RESPONSIBILITIES

### 7.1 Client

7.1.1 The Client or his appointed Agent on his behalf will appoint each Principal Contractor for this project or phase/section of the project in writing for assuming the role of Principal Contractor as intended by the Construction Regulations and determined by the Bills of Quantities.





7.1.2 The Client or his appointed Agent on his behalf shall discuss and negotiate with the Principal Contractor the contents of the health and safety plan of the both Principal Contractor and Contractor for approval.

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

7.1.4 The Client or his appointed Agent on his behalf, will prevent the Principal Contractor and/or the Contractor from commencing or continuing with construction work should the Principal Contractor and/or the Contractor at any stage in the execution of the works be found to:

- have failed to have complied with any of the administrative measures required by the Construction Regulations in preparation for the construction project or any physical preparations necessary in terms of the Act;
- have failed to implement or maintain their health and safety plan;
- have executed construction work which is not in accordance with their health and safety plan; or
- act in any way which may pose a threat to the health and safety of any person(s) present on the site of the works or in its vicinity, irrespective of him/them being employed or legitimately on the site of the works or in its vicinity.

## 7.2 Principal Contractor

7.2.1 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 work in terms of Regulation 3 of the Construction Regulations. Annexure B of this Specification 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.

7.2.2 The Principal Contractor shall ensure that he is fully conversant with the requirements of this Specification and all relevant health and safety legislation. This Specification is not intended to supersede the Act nor the Construction Regulations or any part of either. Those sections of the Act and the Construction Regulations which apply to the scope of work to be performed by the Principal Contractor in terms of this contract (entirely or in part) will continue to be legally required of the Principal Contractor to comply with. 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 be perceivable be applicable to this contract.

7.2.3 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.

7.2.4 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.

7.2.5 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.)

7.2.6 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.

7.2.7 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.

7.2.8 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.

7.2.9 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.

7.2.10 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.

7.3 Contractor (Responsibilities of ..... in terms of this contract and health and safety specification)

As per 7.2 above, as and where applicable or as indicated in the letter of appointment.

## 8. SCOPE OF WORK (also refer to paragraph 2 on page 5)

These specifications are applicable to the specific scope of work pertaining to the above-mentioned project as detailed in the tender documents, this amongst all includes for example:

*"Phase 1 – Refurbishment of existing houses & outbuildings for Library information services consisting of elaborate audio visual aids and facilities including auditoriums.*

- Site clearance (what does this entail?)
- Site hoarding, demarcation and demolition as follows: .....





- Bulk Earthworks comprising...(excavations, filling, compaction, evening surface.....)
- Piling (by drilling, excavating.....pile driving.....pile hammering.....????)

*Phase 2 – Construction of a new four (4) storied Administration building.*

- Preparation of site by leveling, compaction etc.
- Excavations for parking areas/services
- Etc."

(elaborate sufficiently and provide adequate information to give full understanding of all work to be done)

[Notes to the Client, Designer, Project Manager, Architect, Agent:

add references to the above project and include specific elements identified as the 'Critical Few'. The 'Critical Few' refer to those few or singular elements of the project that have the potential to impact in a major or devastating way on the project as a whole in the event of an accident or incident occurring. (20:80 principle)

Because of the inherent generic nature of the Health and Safety Specifications document, specific relevant information on the project must be provided and it may be necessary to draft the required information under this paragraph on a separate attached document.

If at any time after commencement of the project changes are brought about to the design or construction, sufficient health and safety information and appropriate resources are to be made available to the Principal Contractor to execute the work safely.]

N.B Construction Regulation 5(1)(g) determines that potential contractors submitting tenders have made provision for the cost of health and safety measures during the construction process. The Principal Contractor shall on tendering make provision for the cost of health and safety measures in terms of his/her documented Health and Safety Plan and measures based on these Health and Safety Specifications during the period of the project. The cost shall be duly quantified and clearly identified for such identifiable purpose.

**THE HEALTH AND SAFETY PLAN IS THEREFORE TO BE INCLUDED WITH THE TENDER DOCUMENTS WHEN TENDERS ARE INVITED FOR THE PROJECT.**

## **9. HEALTH AND SAFETY FILE**

The Principal Contractor must, in terms of Construction Regulation 7(1)(b), 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 Safety File is attached as an addendum to this document.

### **IMPORTANT:**

*NDPW Health & Safety specification*

*Revision*

*2018*



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.

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

The Principal Contractor is required to maintain an acceptable disabling incident frequency rate (DIFR) and report on this to the Client and/or its Agent on its behalf on a monthly basis.

#### **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 (see 4. below "Project/Site Specific Requirements")

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 7(1)(c)(vii) to ensure that the principal contractor has implemented, is adhering to and is maintaining the agreed and approved OH&S Plan.

##### **12.2 Other audits and inspections by client and/or its agent on its behalf.**

The Client and/or its Agent on its behalf reserves the right to conduct any other ad hoc audits and inspections as it and/or its Agent on its behalf deem necessary.

A representative of the Principal Contractor and the relevant Health and Safety Representative(s) (SHE-Reps) must accompany the Client and/or its Agent on its behalf on all Audits and Inspections and may conduct their own audit/inspection at the same time. Each party will, however, take responsibility for the results of his/her own audit/inspection results. The Client and/or its Agent on its behalf may require to be handed a copy of the minutes of the previous



Health and Safety Committee meeting reflecting possible recommendations made by that committee to the Employer for reference purposes.

### 12.3 Reports

12.3.1 The Principal Contractor shall report all incidents where an employee is injured on duty to the extent that he/she:

- \* dies
- \* becomes unconscious
- \* loses a limb or part of a limb
- \* 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:

- \* a major incident occurred
- \* the health or safety of any person was endangered
- \* where a dangerous substance was spilled
- \* the uncontrolled release of any substance under pressure took place
- \* machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
- \* 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.

Refer in this regard to Section 24 of the Act & General Administrative Regulation 8.

12.3.2 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.

12.3.3 The Principal Contractor is required to provide the Client and/or its Agent on its behalf with a monthly "SHE Risk Management Report".

12.3.4 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 including the reports contemplated in 12.7, 12.8.2, 15, 16, 17, 21 and 22 below. As soon as the occurrence of any accident/incident of whatever nature comes to the notice of the Principal Contractor, it shall be reported immediately to the relevant Regional Manager for that particular jurisdiction.

### 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**

### **12.5.1 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.

### **12.5.2 Security Arrangements**

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

The Principal Contractor must develop a set of Security rules and procedures and maintain these throughout the construction period.

If not already tasked to the H&S Officer appointed in terms of Construction Regulation 6(6), the Principal Contractor must appoint a competent Emergency Controller who must develop contingency plans for any emergency that may arise on site as indicated by the risk assessments. These must include a monthly practice/testing programme for the plans e.g. January: trench collapse, February: flooding etc. and practiced/tested with all persons on site at the time, participating.

## **12.6 Training**

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

### **12.6.1 General Induction Training**

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

### **12.6.2 Site Specific Induction Training**



All employees of the Principal and other Contractors must be in possession of Site Specific Occupational Health and Safety Induction or other qualifying training.

### 12.6.3 Other Training

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

All employees in jobs requiring training in terms of the Act and Regulations must be in possession of valid proof of training as follows:

Occupational Health and Safety Training Requirements: (as required by the Construction Regulations and as indicated by the Health and Safety Specification Document & the Risk Assessment/s and recommendations by the Health and Safety Committee):

- \* General Induction (Section 8 of the Act)
- \* Site/Job Specific Induction (also visitors) (Sections 8 & 9 of the Act)
- \* Site/Project Manager
- \* Construction Supervisor
- \* OH&S Representatives (Section 18 (3) of the Act)
- \* Training of the Appointees indicated in 12.6.1 & 12.6.2 above
- \* Operation of Cranes (Driven Machinery Regulations 18 (11))
- \* Operators & Drivers of Construction Vehicles & Mobile Plant (Construction Regulation 23)
- \* Basic Fire Prevention & Protection (Environmental Regulations 9 and Construction Regulation 29)
- \* As a minimum basic First Aid to be upgraded when necessary (General Safety Regulations 3)
- \* Storekeeping Methods & Safe Stacking (Construction Regulation 28)
- \* Emergency, Security and Fire coordinator

### 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 results of the investigation to be entered into the Accident/Incident Register listed above. (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.

The Principal Contractor is responsible for the investigation of all road traffic accidents relating to the construction site and keeping a record of the results of such investigations including the steps taken to prevent similar accidents 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.



## **12.8 H&S Representatives (SHE-Reps – ‘safety, health & environment’) and H&S Committees**

### **12.8.1 Designation of H&S Representatives(‘SHE – Reps’)**

Where the Principal Contractor employs more than 20 persons (including the employees of other Contractors (sub-contractors) he has to appoint one H&S Representative for every 50 employees or part thereof. (Section 17 of the Act and General Administrative Regulation 6. & 7.)

H&S Representatives have to be designated in writing and the designation shall be in accordance with the Collective Agreement as concluded between the parties as is required in terms of General Administration Regulation 6.

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

The Principal Contractor must ensure that the designated H&S Representatives conduct at least a weekly inspection of their respective areas of responsibility using a checklist and report thereon to the Principal Contractor, after which these reports shall be consolidated for submission to the Health and Safety Committee.

H&S Representatives must be included in and be part of accident/incident investigations.

H&S Representatives shall be members of at least one H&S Committee and must attend all meetings of that H&S committee.

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

The Principal Contractor must establish H&S Committees consisting of designated H&S Representatives together with a number of Employers Representatives appointed as per Section 19(3) that are not allowed to exceed the number of H&S Representatives on the committee. The persons nominated by the employer on a H&S Committee must be designated in writing for such period as may be determined by him. The H&S Committee shall co-opt advisory (temporary) members and determine the procedures of the meetings including the chairmanship.

The H&S Committee must meet minimum monthly and consider, at least, the following Agenda for the first meeting. Thereafter the H&S Committee shall determine its own procedures as per the previous paragraph.

#### **Agenda:**

- 1) Opening and determining of chairmanship (only when necessary)
- 2) Minutes of Previous Minutes
- 3) Observations
- 4) Program and Safety considerations
- 5) Hygiene
- 6) Housekeeping improvement
- 7) Incidents & Accidents / Injuries
- 8) Registers:
  - a H&S Rep. Inspections
  - b. Matters of First Aid





- c. Scaffolding
- d. Ladders
- e. Excavations
- f. Portable Electric Equipment
- g. Fire Equipment
- h. Explosive Power Tools
- i. Power Hand tools
- j. Incident! Report Investigation
- k. Pressure Vessels
- l. Personal Protective Equipment
- 9) Safety performance Evaluations
- 10) Education & Safety promotion program
- 11) First Aid Officials and training in First Aid
- 12) Demarcation of work- /hazardous-/safe areas/walkways
- 13) Posters and signage
- 14) Environmental preservation and conservation
- 15) Specific training programmes
- 16) General
- 17) Date of Next Meeting
- 18) Closing

### 13. PROJECT/SITE SPECIFIC REQUIREMENTS

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

- \* Clearing & Grubbing of the Area/Site
- \* Site Establishment including:
  - o Office/s
  - o Secure/Safe Storage and storage areas for materials, plant & equipment
  - o Ablution facilities
  - o Sheltered dining area
  - o Vehicle access to the site
- \* Dealing with existing Structures.
- \* Location of existing Services
- \* Installation & Maintenance of Temporary Construction Electrical Supply, Lighting and Equipment
- \* Adjacent Land uses/Surrounding property exposures
- \* Boundary & Access control/Public Liability Exposures (Remember: the Employer is also responsible for the OH&S of non-employees affected by his/her work activities.)
- \* Health risks arising from neighboring as well as own activities and from the environment e.g. threats by dogs, bees, snakes, lightning, allergies etc.
- \* Exposure to Noise
- \* Exposure to Vibration
- \* Protection against dehydration and heat exhaustion
- \* Protection from wet & cold conditions
- \* Dealing with HIV/Aids and other diseases as per specific programme provided by the client and/or its Agent on its behalf



- \* Use of Portable Electrical Equipment including:
  - o Angle grinder
  - o Electrical Drilling machine
  - o Skill saw
- \* Excavations including:
  - o Ground/soil conditions
  - o Trenching
  - o Shoring
  - o Drainage
  - o Daily inspections
- \* Welding including:
  - o Arc Welding
  - o Gas welding
  - o Flame Cutting
  - o Use of LP Gas torches and appliances
- \* Loading & Offloading of Trucks
- \* Aggregate/Sand and other Materials Delivery
- \* Manual and Mechanical Handling
- \* Lifting and Lowering Operations
- \* Driving & Operation of Construction Vehicles and Mobile Plant including:
  - o Trenching machine
  - o Excavator
  - o Bomag Roller
  - o Plate Compactor
  - o Front End Loader
  - o Mobile Cranes and the ancillary lifting tackle
  - o Parking of Vehicles & Mobile Plant
  - o Towing of Vehicles & Mobile Plant
- \* Use and Storage of Flammable Liquids and other Hazardous Substances – the client and/or its Agent on its behalf to be informed of this prior to commencing of the project
- \* Layering and Bedding of trench floor
- \* Installation of Pipes in trenches
- \* Backfilling of Trenches
- \* Protection against Flooding
- \* Gabion work
- \* Use of Explosives - the client and/or its Agent on its behalf to be informed of this prior to commencing of the project
- \* Protection from Overhead Power Lines
- \* As discovered by the Principal Contractor's hazard identification exercise
- \* As discovered from any inspections and audits conducted by the Client and/or its Agent on its behalf or by the Principal Contractor or any other Contractor on site
- \* As discovered from any accident/incident investigation.

**13.1 The following are in particular requirements depending on scope of works and will form a basis for compliance audits.**

1. Administrative & Legal Requirements
2. Education, Training & Promotion
3. Public Safety & Emergency Preparedness

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4. Personal Protective Equipment
5. Housekeeping
6. Scaffolding, Formwork & Support work
7. Ladders
8. Electrical Safeguarding
9. Emergency/Fire Prevention & Protection
10. Excavations & Demolition
11. Tools
12. Cranes
13. Personnel & Material Hoists
14. Transport & Materials Handling
15. Site Plant & Machinery
16. Plant & Storage Yards/Site Workshops Specifics
17. Health & Hygiene

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

##### 14.1 Administrative & Legal Requirements

OHS Act Section/ Regulation	Subject	Requirements
Construction Regulation 3	Construction work permit	Apply to the Provincial Labour Office for any construction work as defined under CR 3(1)(a)(b) & (c)
Construction. Regulation 4	Notice of carrying out Construction work	Department of Labour notified Copy of Notice available on Site
General Admin. Regulation 4	*Copy of OH&S Act (Act 85 of 1993)	Updated copy of Act & Regulations on site. Readily available for perusal by employees.
COID Construction regulations 5(1)(j)	*Registration with Compensation Insurer	Written proof of registration/Letter of good standing available on Site
Construction. Regulation 5(1)(b) & 5(1)(n)	H&S Specification & Programme	H&S Spec received from Client and/or its Agent on its behalf OH&S programme developed & Updated regularly
Section 8(2)(d) Construction. Regulation 9	*Hazard Identification & Risk Assessment	Hazard Identification carried out/Recorded Risk Assessment and – Plan drawn up/Updated RA Plan available on Site Employees/Sub-Contractors informed/trained
Section 16(2)	*Assigned duties (Managers)	Responsibility of complying with the OH&S Act assigned to other person/s by CEO.
Construction. Regulation 8(1)	Designation of Person Responsible on Site	Competent person appointed in writing as Construction Manager with job description
Construction. Regulation 8(2)	Designation of Assistant for above	Competent person appointed in writing as Assistant Construction Supervisor with job description
Section 17 & 18	*Designation of	More than 20 employees - one H&S Representative, one

General Administrative Regulations 6 & 7	Health & Safety Representatives	additional H&S Rep. for each 50 employees or part thereof. Designation in writing, period and area of responsibility specified in terms of GAR 6 & 7 Meaningful H&S Rep. reports. Reports actioned by Management.
Section 19 & 20 General Administrative Regulations 5	*Health & Safety Committee/s	H&S Committee/s established. All H&S Reps shall be members of H&S Committees Additional members are appointed in writing. Meetings held monthly, Minutes kept. Actioned by Management.
Section 37(1) & (2)	*Agreement with Mandatories/ (Sub-)Contractors	Written agreement with (Sub-)Contractors List of (Sub-) Contractors displayed. Proof of Registration with Compensation Insurer/Letter of Good Standing Construction Supervisor designated Written arrangements re. H&S Reps & H&S Committee Written arrangements re. First Aid
Section 24 & General Admin. Regulation 8 COID Act Sect.38, 39 & 41	*Reporting of Incidents (Dept. of Labour)	Incident Reporting Procedure displayed. All incidents in terms of Sect. 24 reported to the Provincial Director, Department of Labour, within 3 days. (Annexure 1?)(WCL 1 or 2) and to the Client and/or its Agent on its behalf Cases of Occupational Disease Reported Copies of Reports available on Site Record of First Aid injuries kept
General Admin. Regulation 9	*Investigation and Recording of Incidents	All injuries which resulted in the person receiving medical treatment other than first aid, recorded and investigated by investigator designated in writing. Copies of Reports (Annexure 1) available on Site Tabled at H&S Committee meeting Action taken by Site Management.
Construction. Regulation 10	Fall Prevention & Protection	Competent person appointed to draw up and supervise the Fall Protection Plan Proof of appointees competence available on Site Risk Assessment carried out for work at heights Fall Protection Plan drawn up/updated Available on Site
Construction. Regulation 11	Structures	Information re. the structure being erected received from the Designer including: - geo-science technical report where relevant - the design loading of the structure - the methods & sequence of construction - anticipated dangers/hazards/special measures to construct safely Risk Assessment carried out Method statement drawn up All above available on Site Structures inspected before each shift. Inspections register kept



Construction. Regulation 16	<b>Scaffolding</b>	Competent persons appointed in writing to: - erect scaffolding (Scaffold Erector/s) - act as Scaffold Team Leaders - inspect Scaffolding weekly and after inclement weather (Scaffold Inspector/s) Written Proof of Competence of above appointees available on Site Risk Assessment carried out Inspected weekly/after bad weather. Inspection register/s kept
Construction. Regulation 17	<b>Suspended Platforms</b>	Competent persons appointed in writing to: - control the erection of Suspended platforms - act as Suspended platforms Team Leaders - inspect Suspended Scaffolding weekly and after inclement weather Risk Assessment conducted Certificate of Authorisation issued by a registered professional engineer available on Site/copy forwarded to the Department of Labour The following inspections of the whole installation carried out by a competent person - after erection and before use - daily prior to use. Inspection register kept The following tests to be conducted by a competent person: - load test of whole installation and working parts every three months - hoisting ropes/hooks/load attaching devices quarterly. Tests log book kept Employees working on Suspended Platform medically examined for physical & psychological fitness. Written proof available
Construction. Regulation 13	<b>Excavations</b>	Competent person/s appointed in writing to supervise and inspect excavation work Written Proof of Competence of above appointee/s available on Site Risk Assessment carried out Inspected: - before every shift - after any blasting - after an unexpected fall of ground - after any substantial damage to the shoring - after rain. Inspections register kept Method statement developed where explosives will be/are used
Construction. Regulation 14	<b>Demolition Work</b>	Competent person/s appointed in writing to supervise and control Demolition work  Written Proof of Competence of above appointee/s available on Site Risk Assessment carried out

		Engineering survey and Method Statement available on Site Inspections to prevent premature collapse carried out by competent person before each shift. Inspection register kept
Construction. Regulation 19	<b>Materials Hoist</b>	Competent person appointed in writing to inspect the Material Hoist Written Proof of Competence of above appointee available on Site. Materials Hoist to be inspected weekly by a competent person. Inspections register kept.
Construction. Regulation 21	<b>Explosive actuated fastening device</b>	Competent person appointed to control the issue of the Explosive actuated fastening & cartridges and the service, maintenance and cleaning. Register kept of above Empty cartridge cases/nails/fixing bolts returns recorded Cleaned daily after use Work areas are demarcated!
Construction. Regulation 20	<b>Bulk mixing plant</b>	Competent person appointed to control the operation of the Bulk mixing plant and the service, maintenance and cleaning. Register kept of above Risk Assessment carried out Bulk mixing plant to be inspected weekly by a competent person. Inspections register kept
Construction. Regulation 23/ Driven Machinery Regulations 18 & 19	<b>Cranes &amp; Lifting Machines Equipment</b>	Competent person appointed in writing to inspect Cranes, Lifting Machines & Equipment Written Proof of Competence of above appointee available on Site. Cranes & Lifting tackle identified/numbered Register kept for Lifting Tackle Log Book kept for each individual Crane Inspection: - All cranes - daily by operator - Tower Crane/s - after erection/6monthly - Other cranes - annually by comp. person - Lifting tackle(slings/ropes/chain slings etc.) - daily or before every new application
Construction. Regulation 24/Electrical Machinery Regulations 9 & 10/ Electrical Installation Regulations	<b>*Inspection &amp; Maintenance of Electrical Installation &amp; Equipment (including portable electrical tools)</b>	Competent person appointed in writing to inspect/test the installation and equipment. Written Proof of Competence of above appointee available on Site. Inspections: - Electrical Installation & equipment inspected after installation, after alterations and quarterly. Inspection Registers kept Portable electric tools, electric lights and extension leads must be uniquely identified/numbered. Weekly visual inspection by User/Issuer/Storeman. Register kept.
Construction. Regulation 28/ General Safety	<b>*Designation of Stacking &amp; Storage Supervisor.</b>	Competent Person/s with specific knowledge and experience designated to supervise all Stacking & Storage





Regulation 8(1)(a)		Written Proof of Competence of above appointee available on Site
Construction. Regulation 29/ Environmental Regulation 9	<b>*Designation of a Person to Co-ordinate Emergency Planning And Fire Protection</b>	Person/s with specific knowledge and experience designated to co-ordinate emergency contingency planning and execution and fire prevention measures Emergency Evacuation Plan developed: - Drilled/Practiced - Plan & Records of Drills/Practices available on Site Fire Risk Assessment carried out All Fire Extinguishing Equipment identified and on register. Inspected weekly. Inspection Register kept Serviced annually
General Safety Regulation 3	<b>*First Aid</b>	Every workplace provided with sufficient number of First Aid boxes. (Required where 5 persons or more are employed) First Aid freely available Equipment as per the list in the OH&S Act. One qualified First Aider appointed for every 50 employees. (Required where more than 10 persons are employed) List of First Aid Officials and Certificates Name of person/s in charge of First Aid box/es displayed. Location of First Aid box/es clearly indicated. Signs instructing employees to report all Injuries/illness including first aid injuries
General Safety Regulation 2	<b>Personal Safety Equipment (PSE)</b>	PSE Risk Assessment carried out Items of PSE prescribed/use enforced Records of Issue kept Undertaking by Employee to use/wear PSE PSE remain property of Employer, not to be removed from premises GSR 2(4)
General Safety Regulation 9	<b>*Inspection &amp; Use of Welding/Flame Cutting Equipment</b>	Competent Person/s with specific knowledge and experience designated to Inspect Electric Arc, Gas Welding and Flame Cutting Equipment Written Proof of Competence of above appointee available on Site All new vessels checked for leaks, leaking vessels NOT taken into stock but returned to supplier immediately Equipment identified/numbered and entered into a register Equipment inspected weekly. Inspection Register kept Separate, purpose made storage available for full and empty vessels
Pressure Equipment Regulations (PER)	<b>Pressure Equipment Regulations (PER)</b>	Competent Person/s with specific knowledge and experience designated to supervise the use, storage, maintenance, statutory inspections & testing of Pressure Equipment. Written Proof of Competence of above appointee available on Site

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		Risk Assessment carried out Certificates of Manufacture available on Site Register of Pressure Equipment on Site Inspections & Testing by Approved Inspection Authority (AIA): - after installation/re-erection or repairs - Annual External inspections, - every 36 months. - Register/Log kept of inspections, tests. Modifications & repair A risk based inspection process by an authorised certification body, SAQCC(IPE) registered person
Construction Regulation 23	Construction Vehicles & Mobile Plant	Operators/Drivers appointed to: - Carry out a daily inspection prior to use - Drive the vehicle/plant that he/she is competent to operate/drive Written Proof of Competence of above appointee available on Site. Record of Daily inspections kept
General Safety Regulation 13A	*Inspection of Ladders	Competent person appointed in writing to inspect Ladders Ladders inspected at arrival on site and weekly thereafter. Inspections register kept Application of the types of ladders (wooden, aluminium etc.) regulated by training and inspections and noted in register
General Safety regulation 13B	Ramps	Competent person appointed in writing to Supervise the erection & inspection of Ramps. Inspection register kept. Daily inspected and noted in register

#### 14.2 Education & Training

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

<b>Safety Promotion</b>	<p>* No. of days worked without an Injury</p> <p>Mission, Vision and Goal</p> <p>Star Grading - Board kept up to date.</p> <p>Safety Posters displayed &amp; changed regularly</p> <p>Employee Notice Board for OH&amp;S Notices.</p> <p>Site OH&amp;S Competition.</p> <p>Company OH&amp;S Competition.</p> <p>Participation in Regional OH&amp;S Competition</p> <p>Suggestion scheme.</p>
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#### 14.3 Public Safety, Security Measures & Emergency Preparedness

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

#### 14.4 Personal Protective Equipment

Subject	Requirement
*PPE needs analysis	<p>Need for PPE identified and prescribed in writing.</p> <p>PPE remain property of Employer, not to be removed from premises GSR 2(4)</p>
*Head Protection	All persons on site wearing Safety Helmets including Sub-contractors and Visitors (where prescribed)
*Foot Protection	<p>All employees on site wearing Safety Footwear including Gumboots for concrete / wet work and non-slip shoes for roof work.</p> <p>Visitors to wear same upon request or where prescribed</p>
*Eye and Face Protection	<u>Eye and Face (also Hand and Body) Protection</u> (Goggles, Face Shields, Welding Helmets etc.) used when operating the following:

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	<ul style="list-style-type: none"> <li>* Jack/ Kango Hammers</li> <li>* Angle / Bench Grinders</li> <li>* Electric Drills (Overhead work into concrete / cement / bricks</li> <li>* Explosive Powered tools</li> <li>* Concrete Vibrators / Pokers</li> <li>* Hammers &amp; Chisels</li> <li>* Cutting / Welding Torches</li> <li>* Cutting Tools and Equipment</li> <li>* Guillotines and Benders</li> <li>* Shears</li> <li>* Sanders and Sanding Machines</li> <li>* CO2 and Arc Welding Equipment</li> <li>* Skill / Bench Saws</li> <li>* Spray Painting Equipment etc.</li> </ul>
*Hearing Protection	<p><u>Hearing Protectors</u> (Muffs, Plugs etc.) used when operating the following:</p> <ul style="list-style-type: none"> <li>* Jack / Kango Hammers</li> <li>* Explosive Powered Tools</li> <li>* Wood/Aluminium Working Machines e.g. saws, planers, routers</li> </ul>
*Hand Protection	<p><u>Protective Gloves</u> worn by employees handling / using:</p> <ul style="list-style-type: none"> <li>* Cement / Bricks / Steel / Chemicals</li> <li>* Welding Equipment</li> <li>* Hammers &amp; Chisels</li> <li>* Jack / Kango Hammers etc.</li> </ul>
*Respiratory Protection	<p>Suitable/efficient prescribed <u>Respirators</u> worn correctly by employees handling / using:</p> <ul style="list-style-type: none"> <li>* Dry cement</li> <li>* Dusty areas</li> <li>* Hazardous chemicals</li> <li>* Angle Grinders</li> <li>* Spray Painting etc.</li> </ul>
*Fall Prevention Equipment	<p>Suitable <u>Safety Belts</u> / Fall Arrest Equipment correctly used by persons working on / in unguarded, elevated positions e.g.:</p> <ul style="list-style-type: none"> <li>* Scaffolding</li> <li>* Riggers</li> <li>* Lift shafts</li> <li>* Edge work</li> <li>* Ring beam edges etc.</li> </ul> <p>Other methods of fall prevention applied e.g. catch nets</p>
*Protective Clothing	<p>All jobs requiring protective clothing (Overalls, Rain Wear, Welding Aprons etc.) Identified and clothing worn.</p>
*PPE Issue & Control	<p>Identified Equipment issued free of charge. All PPE maintained in good condition. (Regular checks). Workers instructed in the proper use &amp; maintenance of PPE. Commitment obtained from wearer accepting conditions and to wear the PPE. Record of PPE issued kept on H&amp;S File. PPE remain property of Employer, not to be removed from premises GSR 2(4)</p>



#### 14.5 Housekeeping

Subject	Requirement
*Scrap Removal System	All items of Scrap/Unusable Off-cuts/Rubble and redundant material removed from working areas on a regular basis. (Daily) Scrap/Waste removal from heights by chute/hoist/crane. Nothing thrown/swept over sides. Scrap disposed of in designated containers/areas Removal from site/yard on a regular basis.
Stacking & Storage  (See Section 1 for Designation & Register)	<u>Stacking:</u> <ul style="list-style-type: none"> <li>* Stable, on firm level surface/base.</li> <li>* Prevent leaning/collapsing</li> <li>* Irregular shapes bonded</li> <li>* Not exceeding 3x the base</li> <li>* Stacks accessible</li> <li>* Removal from top only.</li> </ul> <u>Storage:</u> <ul style="list-style-type: none"> <li>* Adequate storage areas provided.</li> <li>* Functional – e.g. demarcated storage areas/racks/bins etc.</li> <li>* Special areas identified and demarcated e.g. flammable gas, cement etc.</li> <li>* Neat, safe, stable and square.</li> <li>* Store/storage areas clear of superfluous material.</li> <li>* Storage behind sheds etc. neat/under control.</li> <li>* Storage areas free from weeds, litter etc.</li> </ul>
*Waste Control/Reclamation	Re-usable off-cuts and other re-usable material removed daily and kept to a minimum in the work areas. All re-usable materials neatly stacked/stored in designated areas. (Nails removed/bent over in re-usable timber). Issue of hardware/nails/screws/cartridges etc. controlled and return of unused items monitored.
Sub-contractors (Housekeeping)	Sub-contractors required to comply with Housekeeping requirements.

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

Subject	Requirement
Openings	Unprotected openings adequately guarded/fenced/barricaded/catch nets installed
	Roof work discontinued when bad/hazardous weather
	Fall protection measures (including warning notices) when working close to edges or on fragile roofing material
	Covers over openings in roof of robust construction/secured against displacement

#### 14.7 Scaffolding / Formwork / Support Work

Subject	Requirement
Access/System Scaffolding	Foundation firm / stable Sufficient bracing. Tied to Structure/prevented from side or cross movement Platform boards in good condition/sufficient/secured.



	<p>Handrails and toe boards provided.</p> <p>Access ladders / stairs provided.</p> <p>Area/s under scaffolding tidy.</p> <p>Safe/unsafe for use signs</p> <p>Complying with OH&amp;S Act/SABS 085</p>
Free Standing Scaffolding	<p>Foundation firm / stable</p> <p>Sufficient bracing.</p> <p>Platform boards in good condition/sufficient/secured.</p> <p>Handrails and toe boards provided.</p> <p>Access ladders / stairs provided.</p> <p>Area/s under scaffolding tidy.</p> <p>Safe/unsafe for use signs</p> <p>Height to base ratio correct</p> <p>Outriggers used /tied to structure where necessary</p> <p>Complying with OH&amp;S Act/SABS 085</p>
*Mobile Scaffolding	<p>Foundation firm / stable</p> <p>Sufficient bracing.</p> <p>Platform boards in good condition/sufficient/secured.</p> <p>Handrails and toe boards provided.</p> <p>Access ladders / stairs provided.</p> <p>Area/s under scaffolding tidy.</p> <p>Safe/unsafe for use signs</p>
*Mobile Scaffolding	<p>Wheels / swivels in good condition</p> <p>Brakes working and applied.</p> <p>Height to base ratio correct.</p> <p>Outriggers used where necessary</p> <p>Complying with OH&amp;S Act/SABS 085</p>
Suspended Scaffolding	<p>Outriggers securely supported and anchored.</p> <p>Correct No. of steel wire ropes used.</p> <p>Platform as close as possible to the structure.</p> <p>Handrails on all sides</p> <p>All winches / ropes / cables / brakes inspected regularly and replaced as prescribed</p> <p>Scaffolding complies with OHS Act (Act 85/93)</p> <p>Winch(es) maintained by competent person(s)</p>
Formwork / Support Work	<p>All components in good condition.</p> <p>Foundation firm / stable.</p> <p>Adequate bracing / stability ensured.</p> <p>Good workmanship / uprights straight and plumb.</p> <p>Good cantilever construction.</p> <p>Safe access provided.</p> <p>Areas under support work tidy.</p> <p>Same standards as for system scaffolding.</p>
Special Scaffolding	<p>Special Scaffolding e.g. Cantilever, Jib and Truss-out scaffolds erected to an acceptable standard and inspected by specialists.</p>
Edges & Openings	<p>Edges barricaded to acceptable standards.</p> <p>Manhole openings covered / barricaded.</p> <p>Openings in floor / other openings covered, barricaded/fenced.</p> <p>Stairs provided with handrails.</p> <p>Lift shafts barricaded / fenced off.</p>

#### 14.8 Ladders

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

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

Subject	Requirement
*Electrical Distribution Boards & Earth Leakage	<p>Colour coded / numbered / symbolic sign displayed.</p> <p>Area in front kept clear and unobstructed.</p> <p>Fitted with inside cover plate / openings blanked off / no exposed "live" conductors / terminals/Door kept close</p> <p>Switches / circuit breakers identified.</p> <p>Earth leakage protection unit fitted and operating.</p> <p>Tested with instrument: Test results within 15 – 30 milliamps</p> <p>Aperture/Opening/s provided for the plugging in and removal of extension leads without the need to open the door</p> <p>Apertures and openings used for extension leads to be protected against the elements and especially rain</p>
*Electrical Installations & Wiring	<p>Temporary wiring / extension leads in good condition / no bare or exposed wires.</p> <p>Earthing continuity / polarity correct:</p> <p>Looking at the open connectors to connect the wiring, the word "Brown" has the letter 'R' in it, so the <u>b'R'own</u> wire connects to the '<u>R</u>'ight hand connector. "Blue" has the letter 'L' in it, so the <u>b'L'ue</u> wire connects to the '<u>L</u>'eft hand connector.</p> <p>Cables protected from mechanical damage and moisture.</p> <p>Correct loading observed e.g. no heating appliance used from lighting circuit etc.</p> <p>Light fittings/lamps protected from mechanical damage/moisture.</p> <p>Cable arrestors in place and used inside plugs</p>
*Physical condition of Electrical Appliances & Tools	<p><u>Electrical Equipment and Tools:</u> (includes all items plugging in to a 16 Amp supply socket)</p> <p>Insulation / casing in good condition.</p> <p>Earth wire connected/intact where not of double insulated design</p> <p>Double insulation mark indicates that no earth wire is to be connected.</p> <p>Cord in good condition/no bare wires/secured to machine &amp; plug.</p> <p>Plug in good condition, connected correctly and correct polarity.</p>

#### 14.10 Emergency and Fire Prevention and Protection

Subject	Requirement
*Fire Extinguishing	<p>Fire Risks Identified and on record</p> <p>The correct and adequate Fire Extinguishing Equipment available for:</p>



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

#### 14.11 Excavations

Subject	Requirement
Excavations, any man-made cavity, trench, pit or depression formed by cutting, digging or scooping	<p>Shored / Braced to prevent caving / falling in.</p> <p>Provided with an access ladder.</p> <p>Excavations guarded/barricaded/lighted after dark in public areas</p> <p>Soil dumped at least 1 m away from edge of excavation</p> <p>On sloping ground soil dumped on lower side of excavation</p> <p>All excavations are subject to daily inspections</p>



#### 14.12 Tools

Subject	Requirement
*Hand Tools	<u>Shovels / Spades / Picks:</u> * Handles free from cracks and splinters * Handles fit securely * Working end sharp and true <u>Hammers:</u> * Good quality handles, no pipe or reinforcing steel handles. * Handles free from cracks and splinters Handles fit securely <u>Chisels:</u> * No mushroomed heads / heads chamfered * Not hardened * Cutting edge sharp and square <u>Saws:</u> * Teeth sharp and set correctly * Correct saw used for the job
*Explosive actuated fastening device.	Only used by trained / authorised personnel. Prescribed warning signs placed / displayed where tool is in use. Work area must be properly isolated/demarcated during use of tool. Inspected at least monthly by competent person and results recorded. Issue and return recorded including cartridges / nails and unused cartridges / nails / empty shells recorded. Cleaned daily after use.

#### 14.13 Cranes

Subject	Requirement
Tower Crane	Only operated by trained authorised operator with valid certificate of training Structure - no visible defects Electrical installation good/safe Crane hook: Throat pop marked/safety latch fitted/functional SWL/MML displayed Limit switches with backup switches fitted/operational Access Ladder fitted with backrests/Fall arrest system installed Lifting tackle in good condition/inspection colour coding Lifting tackle checked daily
*Mobile Crane	Only operated by trained authorised operator with valid certificate of training Rear view mirrors Windscreen visibility good Windscreen wipers operating effectively Indicators operational Hooter working Tyres safe/sufficient tread/pressure visibly sufficient No missing Wheel nuts Headlights, taillights operational Reverse alarm working and audible and known by all employees
*Mobile Crane	Grease nipples and grease on all joints



continued	<p>No Oil leaks Hydraulic pipes visibly sound/no leaks No corrosion on Battery terminals Boom visibly in good condition/no apparent damage Cable/sheaves greased/no visible damage/split wires/corrosion and checked daily Brakes working properly Crane hook: Throat pop marked/safety latch fitted/functional SWL/MML displayed By-pass valves operational Deflection chart displayed/visible to operator/driver Outriggers functional used</p>
*Gantry Crane	<p>Only operated by trained authorised persons Correct slinging techniques used Recognised/displayed on chart signals used Log book kept/up to date Prescribed inspections conducted on crane &amp; lifting tackle and checked daily "Crane overhead" signage, where applicable Crane hook: Throat pop marked/safety latch fitted/functional SWL/MML displayed/load limiting switches fitted/operational</p>

#### 14.14 Builder's Hoist

Subject	Requirement
Builder's Hoist	<p>"Hoist In Operation" - sign displayed. General construction strong and free from patent defects. <u>Tower:</u> * Adequately secured / braced. * At least 900 mm available for over travel. * Barricaded at least 2 100 mm high at ground level and floors. * Landing place provided with gate at least 1 800 high. <u>Platform:</u> * No persons conveyed on platform * Steel wire ropes with breaking strength of six times max. load. * Signal systems used which may include two way radio connection. * Goods prevented from moving / falling off. * Effective brake capable of stopping and holding max. load.</p>

#### 14.15 Transport & Materials Handling Equipment

Subject	Requirement
*Site Vehicles	<p>All Site Vehicles, Dumpers, Bobcats, Loaders etc; checked daily before use by driver / operator. Inventory of vehicles used/operated on site Inspection by means of a checklist / results recorded. No persons riding on equipment not designed or designated for passengers. Site speed limit posted, enforced and not exceeded. Drivers / Operators trained / licensed and carrying proof. No unauthorised persons allowed to drive / operate equipment.</p>
Conveyors	<p>Conveyor belt nip points and drive gear guarded. Emergency stop/lever/brake fitted, clearly marked &amp; accessible and tested to be functional under full load.</p>



#### 14.16 Site Plant and Machinery

Subject	Requirement
Brick Cutting Machine	Operator Trained. Only authorised persons use the machine. Emergency stop switch clearly marked and accessible. Area around the machine dry and slip/trip free/clear of off-cuts All moving drive parts guarded/electrical supply cable protected Operator using correct PPE - eye/face/hearing/foot/hands/body.
*Electric Arc Welder	Welder Trained. Only authorised / trained persons use welder. Earth cable adequately earthed to work. Electrode holder in good condition/safe Cables, clamps & lugs/connectors in good condition. Area in which welding machine is used is dry/protected from wet. Welder using correct PPE - eye/ face/foot/body/respirator. Correct transparent screens & warning signs placed
*Woodworking Machines	Operators Trained. Only authorised persons use machines. Provided with guards. Guards used. Operators using correct PPE - eye/face/feet/hearing Circular saws strictly operated according to prescribed methods and settings Only prescribed saw blades (cross-cut, ripping blade, smooth cut, aluminium) shall be used for various applications
*Compressors	Relief valves correctly set and locked / sealed. Maximum Safe Working Pressure (MSWP) indicated on face of pressure gauge: not on glass cover. All drives adequately guarded. Receiver/lines drained daily Hoses good condition/clamped, not wired Compressed air NEITHER used to dust off clothing/PPE/ and work areas NOR on bare skin
Concrete Mixer / Batch Plant	Top platform provided with guardrails. Dust abatement methods in use. Operators using correct PPE - eye / hands / respirators. All moving drive parts guarded. Emergency stops identified / indicated and accessible. Area kept clean/dry/and free from tripping and slipping hazards. Operators overseer identified and crane signals displayed and used.
*Gas Welding / Flame Cutting Equipment	Only authorised/trained persons use the equipment. Torches and gauges in good condition. Flashback arrestors fitted at cylinders and gauges. Hoses in good condition/correct type/all connections with clamps Cylinders stored, used and transported in upright position, secured in trolley / cradle / to structure. All cylinders regularly checked for leaks, leaking cylinders returned immediately Fire prevention/control methods applied/hot work permits

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

Subject	Requirements
Section 8(2)(1) General Machinery Regulation 2(1): Supervision of the Use & Maintenance of Machinery	Person/s with specific knowledge and experience designated in writing to Supervise the Use & Maintenance of Machinery Critical items of Machinery identified/numbered/placed on register/inventory Inspection/maintenance schedules for abovementioned Inspections/maintenance carried out to above schedules Results recorded
General Machinery Regulation 9(2): Notices Operation of Machinery	Schedule D Notice posted in Work areas
Lock-out Procedure	Lock-out procedure in operation
Ergonomics	Ergonomics survey conducted – results on record Survey results applied
Demarcation & Colour Coding	Demarcation principles applied All services, pipes, electrical installation, stop-start controls, emergency controls etc. colour coded to own published or SABS standard Employees trained to identify colour coding
Portable & Bench Grinders	Area around grinder clear/trip/slip free Bench grinders mounted securely/grinder generally in good condition/No excessive vibration On/Off switch/button clearly demarcated/accessable Adequate guards in place Tool rest – secure/square/max. 2 mm gap, perpendicular to drive shaft Stone/disk - correct type and size/mounted correctly/dressed Use of Eye protection enforced
Battery Storage & Charging	Adequately ventilated, ignition free room/area/no smoking sign/s Batteries placed on rubber/wooden surface Emergency shower/eye wash provided No acid storage in area Prescribed methods in place and adhered to when charging batteries
Ancillary Lifting Equipment	Chain Blocks/Tirfors/jacks/mobile gantries etc. identified/numbered on register Chains in good condition/links no excessive wear/checked daily Lifting hooks – throat pop marked/safety latch fitted SWL/MML marked/displayed
Presses/Guillotines/Shears	Only operated by trained/authorised persons Interlocks/lock-outs fitted/PPE worn or used at all times

#### 14.18 Workplace Environment, Health and Hygiene

Subject	Requirement
*Lighting	Adequate lighting in places where work is being executed e.g. stairwells and basements. Light fittings placed / installed causing no irritating/blinding glare. Stroboscopic effect eliminated (not only reduced) where moving objects or machinery is used
*Ventilation	Adequate ventilation / extraction / exhausting in hazardous areas e.g. chemicals /

	adhesives / welding / petrol or diesel/ motors running and in confined spaces / basements.
*Noise	Tasks identified where noise levels exceeds 85 dB at any one time. All reasonable steps taken to reduce noise levels at the source. Hearing protection used where noise levels could not be reduced to below 85 dB.
*Heat Stress	Measures in place to prevent heat exhaustion in heat stress problem areas e.g. steel decks, when the WBGT index reaches 30. (See Environmental Regulation 4) Cold drinking water readily available at all times.
*Ablutions	Sufficient hygiene facilities provided - 1 toilet per 30 employees (National Building Regulations prescribe chemical toilets for Construction sites) Toilet paper available. Sufficient showers provided. Facilities for washing hands provided Soap/cleaning agent available for washing hands Means of drying hands available Lock-up changing facilities / area provided. Ablution facilities kept hygienic and clean.
*Eating / Cooking Facilities	Adequate storage facilities provided. Weather protected eating area provided, separate from changing area Refuse bins with lids provided. Facilities kept clean and hygienic.
*Pollution of Environment	Measures in place to minimize dust generation. Accumulation or littering of empty cement pockets, plastic wrapping / bags, packing materials etc. prevented. Spillage / discarding of oil, chemicals and diesel into storm water and other drains or into existing or newly dug holes/cavities on site expressly prohibited.
*Hazardous Chemical Substances	All substances identified and list available e.g. acids, flammables, poisons etc. Material Safety Data Sheets (MSDS) indicating hazardous properties and emergency procedures in case of incident on file and readily available. Substances stored safely. Expiry dates meticulously checked where applicable

## 15. THE PRINCIPAL CONTRACTOR'S GENERAL DUTIES

The Principal Contractor shall at all times ensure his status of an “employer” as referred to in the Act, and will abide by his/her responsibilities, duties and functions as per the requirements of the Act and Regulations with specific reference to Section 8 of the Act.

The Principal Contractor shall keep, and on demand make available, a copy of the Act on site at all times and in addition to that he/she will introduce and maintain a file titled “Health and Safety File”, or other record in permanent form, which shall contain all relevant aspects and information as contemplated in the Construction Regulations. He/she will make this file available to the client or his representative whenever necessary or on request to an interested party.

## 16. THE PRINCIPAL CONTRACTOR'S SPECIFIC DUTIES

The Principal Contractor's specific duties in terms of these specifications are detailed in the Construction Regulations promulgated in February 2014.

The Principal Contractor is specifically referred to the following elements of the Construction Regulations:

Regulation No. 1	- Definitions
Regulation No. 2	- Scope of application
Regulation No. 3	- Application of construction permit
Regulation No. 4	- Notification of construction work
Regulation No. 7	- Principal Contractor and Contractor
Regulation No. 8	- Supervision of construction work
Regulation No. 9	- Risk Assessment
Regulation No. 28	- Stacking & Storage on construction sites
Regulation No. 30	- Construction employees' facilities
Regulation No. 32	- Approved Inspection authorities
Regulation No. 33	- Offences and penalties

This list must not be taken to be exclusive or exhaustive!

The Principal Contractor shall ensure compliance to the Act and its Regulations and specifically to the above regulations, and document each record in the Health and Safety File.

## 19. HOUSE KEEPING

Good housekeeping will be maintained at all times as per Construction Regulation 27. Poor housekeeping contributes to three major problems, namely, costly or increased accidents, fire or fire hazards and reduction in production. Good housekeeping will enhance production time.

Particular emphasis is to be placed on the following crucial elements of a construction site:

- Phase priorities and production/plant layout
- Enclosures
- Pits, openings and shoring
- Storage facilities
- Effective, sufficient and maintained lighting or illumination
- Principal sources of injuries e.g. stairways, runways, ramps, loose building material
- Oil, grease, water, waste, rubble, glass, storm water





- Colour coding
- Demarcations
- Pollution
- Waste disposal
- Ablution and hygiene facilities
- First aid

This list must not be taken to be exclusive or exhaustive!

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

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

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

## 20. LOCKOUT SYSTEMS: - *ELECTRICAL!*

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

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

## 21. INCIDENT INVESTIGATION

Inspection and reporting is the best way in which a responsible contractor can control his area of responsibility. All incidents therefore, irrespective of whether it gave rise to loss, injury, damage or not, shall be investigated and the results recorded in the Health and Safety File.

## 22. GENERAL

The project under control of the Principal Contractor shall be subject to periodic health and safety audits that will be conducted by the client at intervals agreed upon between the Principal Contractor and the client, provided such intervals will not exceed periods of one month. The Principal Contractor is to ensure that he/she and all persons under his control on the construction site shall adhere to the above specifications, as non-conformance will lead to the client taking action as directed by Construction Regulation 5(1) (q). The Principal Contractor should note that he/she shall be held liable for any anomalies including costs and resulting deficiencies due to





delays caused by non-conformance and/or non-compliance to the above Health and Safety Specifications and the Health and Safety Plan based on these specifications.

### 23. IMPORTANT RECORDS TO BE KEPT

#### 1 Inspection checklist (template)

The documents are to be used as a point of reference to determine which components of the Act would be applicable to a particular site or task or project,

#### INSPECTION CHECKLIST

Employer Particulars	
Employer:	
Registered Name of Enterprise:	
Trade Name of Enterprise:	
Company Registration No.:	
SARS Registration No.:	
UIF Registration No.:	
COIDA Registration No.:	
Relevant SETA for EEA purposes:	
Industry Sector:	
Bargaining Council:	
Contact Person:	
Address of Premises:	
Postal Address:	
Telephone Number:	
Fax Number:	
E-mail Address:	
Chief Executive Officer:	
Chief Executive Officer Address:	
Competent Person:	
Maximum power demand: in KW	
Health and Safety Representatives:	
Activities, products manufactured and/ services rendered:	
Raw materials, materials and chemical/ biological substances:	
Total Number of Employees:	Male: Female:

Contractor Particulars	
Contractors:	
Site Address:	
Contracts Manager:	
Managing Director:	
Competent Persons:	
CR16(1): SCAFFOLDING:	



CR17(1): SUSPENDED PLATFORMS:	
CR19(8)(a): MATERIAL HOIST (S):	
CR20(1): BULK MIXING PLANT:	
CR10(1)(a): FALL PROTECTION:	
CR13(1)(a): EXCAVATION WORK:	
CR14(1): DEMOLITION WORK:	
CR21(2)(b): EXPLOSIVE ACTUATED FASTENING TOOLS	
CR28(a): STACKING	

INSPECTION				
SECTION/REGS	ITEM CHECKED	N/A	YES	NO
	<b>APPOINTMENTS</b>			
CR8(1)	Supervisor:			
CR8(2)	Assistant Supervisor:			
CR8(5)	Construction Health and Safety Officer			
S17(1)	Health & Safety Representative: (ratio)			
S19(1)	Health & Safety Committees			
CR 14(1)	Demolition Expert			
	<b>DOCUMENTS</b>			
GAR 9(1)	Records of Incidents			
GAR 4	Copy of the Act			
GAR 7	Safety Reps Report			
Section 20(2)	Safety Committee Minutes			
DMR 18(7)	Lifting Machines, hand-powered lifting devices and lifting tackle			
CR 3(4)	Application for Construction Work Permit			
CR 4	Notification of Construction Work			
CR 9(6)	Risk Assessment			
CR 7(7)	Proof of the Health & Safety Induction Training			
CR 11(2)(c)	Structures			
CR13(2)(i)	Excavations			
CR7(1)(g)	Medical Certificates of Fitness			
CR 17(11)	Suspended platforms; inspections and performance test records			
CR 7(1)	Health & Safety File			
CR 17(11)	Suspended Platforms' Performance Records			
CR 19(8)(c)	Material Hoists Record Book			
CR21(2)(g)	Explosive actuated fastening device register			
CR 23(1)(k)	Construction Vehicle & Mobile Plant Register			
CR 24(e)	Electrical Installation & Machinery Register			
	<b>INCIDENTS</b>			
GAR 8(1) S24	Reported			
GAR 9(1)	Recorded Investigated Action Taken			



	<b>PUBLIC SITE</b>			
FR 2(1)	Sanitary Facilities			
CR 30(1) (c)	Changing Facilities for each sex			
CR 27(f)	Perimeter fence & no admittance			
CR 27(g)	Overhead protection netting/falling objects			
NB Notice	Pedestrian warning			
	<b>PERSONAL SAFETY EQUIPMENT</b>			
	Items Issued:			
GSR 2(3)	Items Required:			
S23	(What is the payment on each item?)			
	<b>SAFETY PLANS</b>			
	<b>FIRST AID</b>			
GSR 3(6)	Name(s) of First Aider(s):			
CR 5(1)(b)	Client's Health & Safety Specification			
CR7(1)(a)	Principal's contractor H&S Plan			
	<b>FIRE HAZARD &amp; PRECAUTIONS</b>			
GR29	Flammables used, waste, hot work, diesel, fuel, gas			
	<b>ELECTRICAL INSTALLATIONS &amp; MACHINERY</b>			
CR24	Guarding to Electrical Installations			
	<b>ILLUMINATION</b>			
ER 3(6)	Dangerous Places and signage as well			
	Housekeeping			
ER6(2)(b),(c),(d)	Clear space storage			
ER6(3)	Disposal of waste			







The guidelines and conditions provided in this attached document form an integral constituent of the Health and Safety Specifications. It is therefore a condition of acceptance that no Health and Safety Plan shall be complete unless all relevant elements of this document applicable to the above project have been included in the Health and Safety Plan. The final approval of the Health and Safety Plan in terms of CR5(1)(l) shall be subject to this requirement based on the following certification by the Principal Contractor or his Agent:



# IMPORTANT CONTACT DETAILS

## (FOR HEALTH & SAFETY ASPECTS ONLY)

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

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

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