

#### public works & infrastructure

# Department: Public Works and Infrastructure REPUBLIC OF SOUTH AFRICA

# TENDER DOCUMENT FOR MAGATLE POLICE STATION: INSTALLATION OF A NEW GENERATOR

**Project Manager** 

M.N Thema
Department of Public Works & Infrastructure
Private Bag x9469
Polokwane 0700

NAME OF TENDERER:	
TENDER AMOUNT:	



PLEASE TAKE NOTE CLOSING TIME: 11:00

BID NUMBER: PLK23/08 CLOSING DATE: 25 July 2023

TENDERS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL AS A RULE NOT BE ACCEPTED FOR CONSIDERATION

The Tax Clearance Certificate for Tender Purposes from the Receiver of Revenue and the Tender Form must be completed and signed in the original that is in ink. Forms with photocopied signatures or other such reproduction of signatures may be rejected.

#### TENDER DOCUMENTS MAY BE POSTED TO

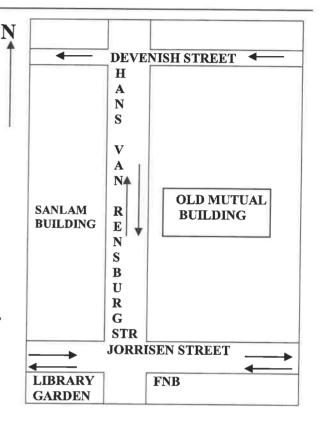
REGIONAL MANAGER
Department of Public Works
Private Bag X 9469
POLOKWANE
0700

ATTENTION: TENDER SECTION: ROOM 10, first floor

Tender documents that are posted must reach the Department of Public Works before the closing date of the tender.

#### OR

The tender documents may be deposited in the tender box which is identified as the tender box of the Department of Public Works which is located at 78 Hans van Rensburg Street, Old Mutual Building, Room 03, Ground Floor.



The tender box at the Regional Office: Department of Public Works: POLOKWANE is open (Mondays to Fridays 07:30 - 12:15 / 13:00 - 16:00.) However, if the tender is late, it will as a rule not be accepted for consideration.

Tenderers should ensure that tenders are delivered timeously to the correct address.

#### SUBMIT ALL TENDERS ON THE OFFICIAL FORMS - DO NOT RETYPE.

Tenders by telegram, facsimile or other similar apparatus will not be accepted for consideration.

#### SUBMIT EACH TENDER IN A SEPARATE SEALED ENVELOPE.

The Government Tender Bulletin is available on the Internet on the following web sites:

- http://www.treasury.gov.za
- 2. http://www.gov.za/tenders/

ST3 Dec 2001



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

#### THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

Project title:	MAGATLE POLICE STATION: INSTALLATION OF A GENERATOR			
Tender no:	PLK23/08	Reference no:		
Advertising date:	11/07/2023	Closing date:	25/07/2023	
Closing time:	11H00	Validity period:	30 Calendar days	

#### REQUIRED CIDB GRADING

It is estimated that tenderers should have a CIDB contractor grading designation of 2 EB or 2 ME\* 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. RESPONSIVENESS CRITERIA

#### 2.1 Substantive responsiveness criteria

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

1	$\boxtimes$	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.		
2		Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).		
3	$\boxtimes$	Use of correction fluid is prohibited.		
4	$\boxtimes$	Registration on National Treasury's Central Supplier Database.		
5	$\boxtimes$	Submission of (DPW-07 EC): Form of Offer and Acceptance.		
6		Submission of DPW-09 (EC): Particulars of Tenderer's Projects.		
7		Submission of DPW-16 (EC): Site Inspection Meeting Certificate		
8	$\boxtimes$	Submission of record of attending compulsory virtual bid clarification / site inspection meeting.		
9	$\boxtimes$	Submission of DPW-21 (EC): Record of Addenda to tender documents		
10		The tenderer shall submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.		

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Effective date: March 2023 Version: 2023/03



Tender no: PLK23/08

11		The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender.
12		-Submission of a Trade test certificate in Diesel mechanic -Submission of a Trade test certificate in Electrical or Millwright. Trade test certificate must be supported by an identity document of the owner. Recommended bidder will be required to submit original or original certified copy of a Trade test certificate and identity document.
13	×	Submission or Attached documentary proof, valid copy of Occupational Health and Safety Act, 1993. Electrical Installation Regulation Registration 6(4): Registration of electrical contractor: issued by the Department of Labour.

#### 2.2 Administrative responsiveness criteria

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.

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1	$\boxtimes$	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		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	$\boxtimes$	Submission of (PA-09 (EC)): List of Returnable Documents			
4	$\boxtimes$	Submission of (PA-11): Bidder's disclosure.			
5		Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022			
6	$\boxtimes$	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.			
7	$\boxtimes$	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD).			
8	$\boxtimes$	Submission of DPW-15 (EC): Schedule of proposed sub-contractors			
9		The tenderer shall submit his fully priced Bills of Quantities (complete document inclusive of all parts) within 14 days from request.			
10		Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.			
11		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.			
12		Submission of DPW 16 (EC): Site Inspection Meeting. (Not Compulsory) For bidders to fimiliarised themselves with the project.			

#### 3. Method to be used to calculate points for specific goals

	curement transaction with rance of all applicable taxes) the s		than R2 000, 00 and up to R1 Million below are applicable.
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 which is at least 51% owned by black people.	10	ID Copy. or SANAS Accredited BBBEE Certificate/ Sworn Affidavit.

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". Page 2 of 9 Version: 2023/03

For Internal & External Use

Effective date: March 2023



			or CSD Report. or CIPC (Company registration)
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area.	2	Office Municipal Rates Statement. or Permission to occupy from local chief in case of rural areas (PTO). or Lease Agreement
3.	An EME or QSE which is at least 51% owned by women	4	ID Copy or CSD Report or CIPC (Company Registrations)
4.	An EME or QSE which is at least 51% owned by people with disability.	2	Medical Certificate or South African Social Security Agency (SASSA) Registration or National Council for Persons with Physical Disability in South Africa registration (NCPPDSA)
5.	An EME or QSE which is at least 51% owned by youth.	2	ID Copy or CSD Report Or CIPC

#### 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
1.	An EME or QSE which is at least 51% owned by black people.	10	ID Copy. or SANAS Accredited BBBEE Certificate Sworn Affidavit. or CSD Report. or CIPC (Company registration)
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area.	2	Office Municipal Rates Statement. or Permission to occupy from local chief in case of rural areas (PTO). or Lease Agreement
3.	An EME or QSE which is at least 51% owned by women	4	ID Copy or CSD Report or CIPC (Company Registrations)

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". Page 3 of 9 Version: 2023/03

For Internal & External Use

Effective date: March 2023



4.	An EME or QSE which is at least 51% owned by people with disability.	2	Medical Certificate or South African Social Security Agency (SASSA) Registration or National Council for Persons with Physical Disability in South Africa registration (NCPPDSA)	
5.	An EME or QSE which is at least 51% owned by youth (Mandatory)	2	ID Copy or CSD Report Or CIPC	

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

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people.	4	ID Copy. or SANAS Accredited BBBEE Certificate/ Sworn Affidavit. or CSD Report. or CIPC (Company registration)
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area.	2	Office Municipal Rates Statement. or Permission to occupy from local chief in case of rural areas (PTO). or Lease Agreement
3.	An EME or QSE which is at least 51% owned by women	2	ID Copy or CSD Report or CIPC (Company Registrations)
4.	An EME or QSE which is at least 51% owned by people with disability (Mandatory)	2	Medical Certificate or South African Social Security Agency (SASSA) Registration or National Council for Persons with Physical Disability in South Africa registration (NCPPDSA)
	OR		
5. 🗌	An EME or QSE which is at least 51% owned by youth (Mandatory	2	ID Copy or CSD Report Or CIPC

Effective date: March 2023

PA-04 (	EC):	Notice	and	Invitation	to	Tender
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NB. (The use of this goal is mandatory however the BSC must select either one of the two and not both)	
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#### 4. Functionality criteria:

Note: All bids involving the acquisition of engineering and construction works from cidb Grade 3 and above are subjected to functionality.

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

	, , , , , , , , , , , , , , , , , , , ,
Functionality criteria:	Weighting factor:
otal	100 Points
eights for functionality must add up to 100. Weightings will be multiplied by the scores allocated total functionality points)	during the evaluation process to arriv
inimum functionality score to qualify for further evaluation:	
tal minimum qualifying score for functionality is 50 Percent, any deviation below or above the 50	Percent, provide motivation below)
BID EVALUATION METHOD	
This bid will be evaluated according to the preferential procurement model preference point scoring system)	in the PPPFA: (Tick applicabl

In case where below/above R 50 000 000 is selected, the lowest acceptable tender will be used to determine the applicable preference point system.

#### 6. 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:

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". Page 5 of 9

For Internal & External Use

Effective date: March 2023

Version: 2023/03



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.

#### 6.1 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 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:

- 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:
- 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:
- Sub-contractors: extent of turnover in subcontractors, general liaison and payment problems 8. experienced;
- 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.

For Internal & External Use



- 10. Health & Safety: adherence to regulations and compliance, and number of transgressions & serious incidents.
- 11. Plant & equipment: sufficient resources on site and in time.
- Delays: extent of causing delays, submission of claims timeously, and abuse of or exaggerated delay claims.
- 13. Final account: extent to which the contractor assisted in finalising the final account.

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

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

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

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

#### 6.2 Commercial risks:

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

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

#### 7. 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.	Not applicable
(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.	Not applicable

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Page 7 of 9

For Internal & External Use

Effective date: March 2023

Version: 2023/03



(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.	Not applicable
(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.	Not applicable
(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. 43495 of 3 July 2020, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable

Tender no: PLK23/08

(f)	DPWI National Youth Service training and development programme (NYS) – Condition of Contract.	Not applicable
(g)	Labour Intensive Works – Condition of Contract.	Not applicable
(h)		Select
(i)		Select

#### 8. COLLECTION OF TENDER DOCUMENTS

Bid documents are available for free download on e-Tender porta	www.etenders.gov.za
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Alternatively; Bid documents may be collected during working hours at the following address 78 Hans Van Rensburg Polokwane 0699. A non-refundable bid deposit of R 100.00 is payable (cash only) on collection of the bid documents.

#### 9. SITE INSPECTION MEETING

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

The particulars for said pre-tender site inspection meeting or virtual bid clarification / site inspection meeting. are:

Venue:	Magatle Police Station	
Virtual meeting link:	N/A	



Date:	21/07/2021	Starting time:	11H00
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#### 10. ENQUIRIES

Enquiries related to tender documents may be addressed to:

DPWI Project Manager:	M.N Thema	Telephone no:	015 291 6347
Cellular phone no:	082 719 1966	Fax no:	
E-mail:	marothi.thema@dpw.gov.za		

#### 11. 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 retyped).

Tender documents may be posted to: The Director-General		Deposited in the tender box at:  Old Mutual Building
Department of Public Works and Infrastructure Private Bag X 9469		77 Hans Van Rensburg Polokwane 0699
Polokwane 0699	OR	10
Attention: Procurement section: Room 10		

#### 12. COMPILED BY:

Marothi Thema	Mar	11/07/2023.
Name of Project Manager	Signature	Date

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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". Page 9 of 9
For Internal & External Use Effective date: March 2023 Version: 2023/03



# DPW-03 (EC): TENDER DATA

Project title:	MAGATLE POLICE STATION: INSTALLATION OF A GENERATOR
Reference no:	

Tender / Quotation no:	PLK23/08	Closing date:	25/07/2023
Closing time:	11H00	Validity period:	30 Calendar days

Clause number:	
	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 www.cidb.org.za).
	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.
	Each item of data given below is cross-referenced to the clause marked "C" in the above mentioned Standard Conditions of Tender.
C.1.1	The employer is the Government of the Republic of South Africa in its Department of Public Works and Infrastructure.
C.1.2	For this contract the three volume approach is adopted.
	This procurement document has been formatted and compiled under the headings as contained in the CIDB's "Standard for Uniformity in Construction Procurement."
	The three volume procurement document issued by the employer comprises the following:
	Volume 1: Tendering procedures T1.1 - Notice and invitation to tender (PA-04 EC) T1.2 - Tender data (DPW-03 EC)
	Volume 2: Returnable documents T2.1 - List of returnable documents (PA-09 EC) C1.1 - Form of offer and acceptance (DPW-07 EC) C1.2 - Contract Data T2.2 - Returnable schedules
	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)
	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)
	Part C3: Scope of work C3 - Scope of work (PG-01.2 EC or PG-01.1EC)
	Part C4: Site information C4 - Site information (PG-03.2 EC or PG03.1EC)



Tender no: PLK23/08

The Employer's	s agent is:
Name:	Mr Marothi Thema
Capacity:	Departmental Project Manager
Address:	77 Hans van Rensburg Street
Tel:	015 291 6347
Fax:	N/A
E-mail:	marothi.thema@dpw.gov.za
	Name: Capacity: Address: Tel: Fax:

#### C.2.1 C.3.11

#### A. **ELIGIBILITY IN RESPECT OF CIDB REGISTRATION:**

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, with this tender, acceptable documentary proof thereof):

- 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 2 EB or 2 ME\*\* class of construction work; and
- 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

Joint ventures are eligible to submit tenders provided that:

- 1. every member of the joint venture is registered with the CIDB;
- the lead partner has a contractor grading designation in the 2 EB or 2 ME\*\* class of construction work;
- 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 2 EB or 2 ME\*\* class of construction
  work

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. - **Applicable** 

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

DPW-03 (EC): Tender data

#### B. INDICATE THE FUNCTIONALITY WEIGHTING APPLICABLE TO THIS BID:

<u>Note:</u> All bids involving the acquisition of engineering and construction works from cidb Grade 4 and above are subjected to functionality.

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

Functionality Criteria	Weighting Factor
Total	100 Points

(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:	
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(Total minimum qualifying score for functionality is 50 Percent).

#### C 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.

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

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

- 1. The level of progress on current projects in relation to the project programme or, if such is not available/applicable, to the contractual construction period in general;
- 2. The degree to which previous projects have been completed within the contractual completion periods and/or extensions thereto, and the extend of penalties imposed;
- 3. Project performance: time management & programming of works, timeous ordering of materials and appointment of subcontractors;
- 4. Financial management: payment to suppliers and cash flow problems:
- 5. Quality of workmanship: extent of reworks and timeous attention to remedial works:
- 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;
- 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.
- Health & Safety: adherence to regulations and compliance, and number of transgressions & serious incidents.
- 11. Plant & equipment: sufficient resources on site and in time.
- Delays: extent of causing delays, submission of claims timeously, and abuse of or exaggerated delay claims.
- 13. Final account: extent to which the contractor assisted in finalising the final account.

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

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

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

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



	C.2 Commercial risks:
	The financial viability assessment evaluates the risk over the life of the construction period, as to whether the tenderer will be able to deliver the goods and services which are specified in the contract and / or be able to fulfil guarantees or warranties provided for in the contract in order to complete the project successfully for the amount tendered.
	Aspects to be considered include but are not limited to, the respective rates tendered, bank rating, financial capability and capacity whether the tenderer has or has access to sufficient financial resources to deliver the goods or services described in the tender documentation (including fulfilling any guarantees or warranty claims), whether the tenderer is not subject to any current or impending legal action (either formal proceedings or notification of legal action) which could impact on the financial standing of the tenderer or the delivery of the goods or services, financial report from auditors as proof of current liquidity, and company or any parent company or investor guarantee/s and financial statements.
C.2.7	For particulars regarding a pre-tender site inspection meeting, see Notice and Invitation to Tender T1.1
C.2.12	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.
	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.
	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.
	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.
	Alternative tender offer permitted: Yes ☐ No ☒
C.2.13.2	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.
C.2.13.5	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.
C.2.13.6 C.3.5	A two-envelope procedure will not be followed.
C.2.15	The closing time for submission of tender offers is as per Notice and Invitation to Tender T1.1.
C.2.16	The tender offer validity period is as per Notice and Invitation to Tender T1.1.
C2.16.3	Omit the wording of the last sentence for those projects which are subject to CPAP
C.2.18	The tenderer will be required to submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts):
	<ul> <li>☐ Together with his tender;</li> <li>or</li> <li>☐ 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.</li> </ul>



C.2.19	Access shall be provided for inspections, tests and analysis as may be required by the Employer.
C.3.4.1 C.3.4.2	The location for opening of the tender offers, immediately after the closing time thereof shall be at: 78 Hans van Rensburg Street, Polokwane Regional office
C.3.8	The words "responsive tender" and "acceptable tender" shall be construed to have the same meaning.
C.3.9.3	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."
C.3.9.4	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:"
C.3.9.4	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."
C.3.11.1	The procedure for the evaluation of responsive tenders is Method 2: Financial Offer and Preference.
C.3.13	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;
C.3.17	Provide to the successful tenderer one copy of the signed contract document.
	·



### PA-09 (EC): LIST OF RETURNABLE DOCUMENTS (EXEMPTION)

Project title:	itle: Magatle Police Station: Installation of a Generator		
Tender / Quote no:	PLK23/08	Reference no:	
Receipt Number:			

#### 1. RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

<u>Note</u>: Failure to submit the applicable documents will result in the tender offer being disqualified from further consideration.

Tender document name	Number of pages issued	Returnable document
Form of Offer and Acceptance (DPW-07 EC)	4 Pages	Yes
Declaration of Interest and Tenderer's Past Supply Chain Management Practices (Revised PA-11)	4 Pages	Yes
Resolution of Board of Directors (PA-15.1) (if applicable)	1 Page	Yes
Resolution of Board of Directors to enter into Consortia or JV's (PA-15.2) (if applicable)	2 Pages	Yes
Special Resolution of Consortia or JV's (PA-15.3) (if applicable)	3 Pages	Yes
Declaration Certificate for Local Production and Content for designated sectors (PA – 36 and Annexure/s C)	N/A	Yes
Registration on National Treasury's Central Supplier Database (CSD).	-	Yes
Particulars of Tenderer's Projects (DPW-09 EC)	2 Pages	Yes
Site Inspection Meeting Certificate (DPW-16 EC) (if applicable).	1 Page	No
Record of attending compulsory virtual bid clarification / site inspection meeting (if applicable).	1 Page	No
Record of Addenda to tender documents (DPW-21 EC)	1 Page	Yes
Submission of P.A - 40	2 Pages	Yes
Submission of P.A - 29	3 Pages	Yes
Submission of P.A - 16	11 Pages	Yes
	11	

<sup>\*</sup> In compliance with the requirements of the CIDB SFU Annexure G

Tender no: PLK23/08

2. ADDITIONAL RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES Note: Failure to submit the applicable documents will result in the Tenderer having to submit same upon request within a stipulated time and if not complied with, will result in the tender offer being disqualified from further consideration. [See also C.2.18 of the Standard Conditions of Tender]

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".

Page 1 of 3

PA-09 (EC): List of Returnable Documents

Tender document name	Number of pages issued	Returnable document
Any <u>additional</u> information required to complete a risk assessment (if applicable)	-	Yes

3. RETURNABLE DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

Note: Failure to submit the applicable documents will result in the Tenderer having to submit same upon request within a stipulated time and if not complied with, will result in the tender offer being disqualified from further consideration. [See also C.2.18 of the Standard Conditions of Tender]

Tender document name	Number of pages issued	Returnable document
Schedule of proposed sub-contractors (DPW-15 EC) (if applicable)	1 Page	Yes
Particulars of Electrical Contractor (DPW-22 EC) (if applicable)	1 Page	Yes
Mechanical / Electrical / Security Work material and equipment schedules (if applicable)	Pages	Yes
Schedule for Imported Materials and Equipment (DPW-23 EC) (if applicable)	1 Page	Yes

4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT
(Insert a tick in the "Returnable document" column to indicate which documents must be returned with the tender)

<u>Note</u>: Failure to submit the applicable documents will result in the tender offer being disqualified from further consideration.

Tender document name	Number of pages issued	Returnable document
Priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts)	9 Pages	⊠Yes □No
Fully priced and completed sectional summary- and final summary pages with the tender.	Pages	☐Yes ☐No
	Pages	□Yes □No
	Pages	□Yes □No
	Pages	□Yes □No

#### Tender no:

5. ADDITIONAL INFORMATION THAT MAY BE REQUIRED FOR TENDER EVALUATION PURPOSES

Legal Status of Tendering Entity:	Documentation to be submitted with the tender, or which
	may be required during the tender evaluation:
If the Tendering Entity is:	

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

Page 2 of 3
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Effective date May 2022

Version: 2.7

REPOBLIC OF BOUTH AFRICA	PA-09 (EC): List of Returnable Documents
a. A close corporation, incorporated prior to 1 May 2011 under the Close Corporations Act, 1984 (Act 69 of 1984, as amended)	
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.

#### Signed by the Tenderer:

Name of representative	Signature	Date



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

	Magatle Police Station: Installation of a Generator					
Tender / Quotation no:	PLK23/08		Reference no:			
OFFER						
The Employer, identified in procurement of: Installation of a Generator		re bloc	k, has solicited offers to	enter into a contract for the		
	The Tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addendate hereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.					
acceptance, the Tenderer o	ffers to perform all of the lits terms and conditions	obligat accord	tions and liabilities of the ing to their true intent and	part of this form of offer and Contractor under the contract I meaning for an amount to be		
THE TOTAL OFFER INCLUS				es value- added tax, pay as you earn		
Rand (in figures) R		••••••				
Rand (in words)						
		•••••				
				***************************************		
The amount in words takes preced the preferred tenderer(s). The negotians	ence over the amount in figures. tiated and agreed price will be c	The awa	ord of the tender may be subjected of the tender may be subjected for acceptance as <u>a firm and the subjected of the subjecte</u>	ed to further price negotiation with		
This offer may be accepted by returning one copy of this downereupon the Tenderer beautiful to the control of the copy of the	otiated and agreed price will be only  by the Employer by signin cument to the Tenderer b	onsidere g the a efore th	d for acceptance as a firm and a cceptance part of this form ne end of the period of val	ed to further price negotiation with		
This offer may be accepted to returning one copy of this do whereupon the Tenderer becontract data.  THIS OFFER IS MADE BY T	otiated and agreed price will be only  by the Employer by signing cument to the Tenderer becomes the party named a	g the a efore th as the (	d for acceptance as a firm and acceptance part of this form one end of the period of value condition of the	ed to further price negotiation with final offer.  In of offer and acceptance and lidity stated in the tender data, as of contract identified in the		
This offer may be accepted to returning one copy of this downereupon the Tenderer becontract data.	otiated and agreed price will be only  by the Employer by signing cument to the Tenderer becomes the party named a	g the a efore th as the (	d for acceptance as a firm and acceptance part of this form one end of the period of value condition of the	ed to further price negotiation with final offer.  In of offer and acceptance and idity stated in the tender data, as of contract identified in the is not applicable)		
This offer may be accepted to returning one copy of this downereupon the Tenderer becontract data.  THIS OFFER IS MADE BY TO Company or Close Corporation	otiated and agreed price will be only  by the Employer by signing cument to the Tenderer becomes the party named a	g the a efore th as the (	d for acceptance as a firm and acceptance part of this form the end of the period of value contractor in the condition  TY: (cross out block which Natural Person or Partners)	ed to further price negotiation with final offer.  In of offer and acceptance and idity stated in the tender data, as of contract identified in the is not applicable)		
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This offer may be accepted by returning one copy of this downhereupon the Tenderer becontract data.  THIS OFFER IS MADE BY TO Company or Close Corporation	otiated and agreed price will be only by the Employer by signin cument to the Tenderer becomes the party named at the FOLLOWING LEGAL in the content of the	g the a efore the street of the control of the cont	d for acceptance as a firm and acceptance part of this form the end of the period of value contractor in the condition  TY: (cross out block which Natural Person or Partners)	ed to further price negotiation with Final offer.  In of offer and acceptance and lidity stated in the tender data, as of contract identified in the is not applicable)  hip:		
This offer may be accepted to returning one copy of this downhereupon the Tenderer becontract data.  THIS OFFER IS MADE BY TO Company or Close Corporation	otiated and agreed price will be only by the Employer by signing cument to the Tenderer becomes the party named at the FOLLOWING LEGAL  THE FOLLOWING LEGAL  THE FOLLOWING LEGAL  THE POLLOWING LEGAL  THE POLLOWING LEGAL  THE POLLOWING LEGAL  THE POLLOWING LEGAL	g the a efore th as the (	d for acceptance as a firm and acceptance part of this form the end of the period of value contractor in the condition  TY: (cross out block which Natural Person or Partners)  Whose Identity Number(s)	ad to further price negotiation with final offer.  In of offer and acceptance and idity stated in the tender data, as of contract identified in the is not applicable)  hip:		
This offer may be accepted by the returning one copy of this downereupon the Tenderer becontract data.  THIS OFFER IS MADE BY TO Company or Close Corporation  And: Whose Registration Number 1.00 And: Whose Income Tax References	otiated and agreed price will be only by the Employer by signing cument to the Tenderer becomes the party named at the FOLLOWING LEGAL  THE FOLLOWING LEGAL  THE FOLLOWING LEGAL  THE POLLOWING LEGAL  THE POLLOWING LEGAL  THE POLLOWING LEGAL  THE POLLOWING LEGAL	g the a efore the street of the control of the cont	cceptance as a firm and acceptance part of this form the end of the period of value contractor in the condition of the condit	ad to further price negotiation with final offer.  In of offer and acceptance and idity stated in the tender data, as of contract identified in the is not applicable)  hip:		
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<sup>\*</sup>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 "Tenderer".

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

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Page 1 of 4



Tender / Quotation no: PLK23/08

			AND WHO IS (if appl	icable):		
Trac	ding unde	er the name and style of:				
			AND WHO IS:			
Rep	resented	herein, and who is duly authorised to	do so, by:	Note:		
Mr/N	/Irs/Ms:			Directors / Members /	f Attorney, signed by all the Partners of the Legal Entity	
	s/her cap	pacity as:	Representative to make		is Offer, authorising the ethis offer.	
SIGN	IED FOI	R THE TENDERER:				
	N	lame of representative	Si	ignature	Date	
WITN	IESSED	BY:				
		Name of witness	Si	gnature	Date	
The o The o Own a	official do official al alternati	n respect of: (Please indicate with ocumentsternativeve (only if documentation makes p			(N.B.: Separate Offer and Acceptance forms are to be completed for the main and for each alternative offer)	
SECU	JRITY C	OFFERED:				
a) b)	(exclu	enderer accepts that in respect of co ding VAT) will be applicable and will be pect of contracts above R1 million, the	e deducted by the E	mployer in terms of the app	olicable conditions of contract	
-,	(1)	cash deposit of 10 % of the Contra			Yes No	
	(2)	variable construction guarantee of	10 % of the Contract	Sum (excluding VAT)	Yes 🗌 No 🗌	
	(3)	payment reduction of 10% of the va	alue certified in the pa	ayment certificate (excludin	g VAT) <b>Yes</b> 🗌 <b>No</b> 🗍	
	(4)	cash deposit of 5% of the Contract of the value certified in the paymen			of 5% Yes  No	
	(5)	fixed construction guarantee of 5% reduction of 5% of the value certific			ment Yes No	
lB. Gu	uarantees	s submitted must be issued by either a	n insurance company	v duly registered in terms of	f the Insurance Act II ong-Term	

NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998) or Short-Term Insurance Act, 1998 (Act 35 of 1998)] or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the proforma will be accepted.

<sup>\*</sup>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".

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



Tender / Quotation no: PLK23/08

The Tenderer elects as its <i>domicilium citandi et executandi</i> in the Republic of South Afri notices may be served, as (physical address):	
Other Contact Details of the Tenderer are:	
Telephone No	
Fax No	
Postal address	••••
Banker Branch	
Registration No of Tenderer at Department of Labour	••••
CIDB Registration Number:	······
ACCEPTANCE	

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

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

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

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

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

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

For the Employer:		
Name of signatory	Signature	Date

<sup>\*</sup>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".

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



Tender / Quotation no: PLK23/08

Name of Organisation:	Department of	Public Works an	d Infrastructure	
Address of Organisation:				
WITNESSED BY:				
Name of witne	ss		Signature	Date
Schedule of Deviations				
1.1.1. Subject:				
Detail:				
1.1.2. Subject:				
1.1.3. Subject:				
1.1.4. Subject: Detail:				
1.1.5. Subject:				
Detail:				
1.1.6. Subject:				
Detail:				

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

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

<sup>\*</sup>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".

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



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

#### **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 interest1 in the enterprise, employed by the state?

  YES/NO
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of institution	State
-			

<sup>1</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.



2.2

contract.

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

	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)				
3.1 3.2	I have read and I understand the contents of this disclosure; 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	disclosure is found not to be true and complete in every respect; 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				
3.4	venture or consortium2 will not be construed as collusive bidding. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.				
3.4	The terms of the accompanying bid have not been, and will not be,				
2 Join	nt 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

Do you, or any person connected with the bidder, have a relationship



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

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.

- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature	Date
Position	



#### PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

// -	a a lle c			
		correct full name and registration number, if applic		
He	eid at		(place)	
on	-		(date)	
RE	SOL	_VED that:		
1.	The	e Enterprise submits a Bid / Tender to the	Department of Public Works in re	espect of the following project:
	(Pro	oject description as per Bid / Tender Document)		
	Bid	/ Tender Number:	(Bid / Tender No	umber as per Bid / Tender Document)
2.	*Mr	/Mrs/Ms:		
	in *	his/her Capacity as:		(Position in the Enterprise)
	and	f who will sign as follows:		
_	cor	and is hereby, authorised to sign the respondence in connection with and relay and all documentation, resulting from ove.	ating to the Bid / Tender, as well	as to sign any Contract, and
		Name	Capacity	Signature
	1			
	2			
	3			
	4			
	5			
	6			
	7			
	8			
	9			
L	10			
L	11			
	12			
	13			
	14			
	15			
	16			



#### PA-15.1: Resolution of Board of Directors

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19	
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The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this

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



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

R	ESOLUTION of a meeting of the Board of *Directors / Members / Partners of:
(Le	egally correct full name and registration number, if applicable, of the Enterprise)
	eld at(place)
	(date)
	ESOLVED that:
1.	The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises:
	(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)
	to the Department of Public Works in respect of the following project:
	(Project description as per Bid /Tender Document)
2.	Bid / Tender Number:(Bid / Tender Number as per Bid / Tender Document)  *Mr/Mrs/Ms:
	*Mr/Mrs/Ms: (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.
	The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
	The Enterprise chooses as its <i>domicilium citandi et executandi</i> for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:
I	Physical address:
	(code)

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 "Tendere".

Page 1 of 2
For external use

Effective date 20 September 2021

Version: 2021/01

(1)	polici mento
	Diportery Policitions and infranction REPUBLIC OF SOUTH AFRICA

PA-15.2: Resolution of Board of Directors to enter into Consortia or Joint Ventures

Postal Address:		
	(code)	
Telephone number:		
Fax number:		

	Name	Capacity	Signature
1			- ig.iatait
2			
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4			
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The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed

#### Note:

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

ENTERPRISE STAMP	•

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". Page 2 of 2

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Effective date 20 September 2021

Version: 1.3



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

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: (legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture) Held at \_\_\_\_\_ \_\_\_\_\_(date) **RESOLVED that: RESOLVED that:** The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Department of Public Works in respect of the following project:

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

(Project description as per Bid /Tender Document)



# PA-15.3: Special Resolution of Consortia or Joint Ventures

В.	*Mr/Mrs/Ms:	*Mr/Mrs/Ms:				
	in *his/her Capacit	y as:(Position in the Enterprise)				
	and who will sign a	s follows:				
	connection with an	authorised to sign the Bid, and any and all other documents and/or correspondence in d relating to the Bid, as well as to sign any Contract, and any and all documentation, award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.				
C.	The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:					
D.	tine obligations of the	the Consortium/Joint Venture accept joint and several liability for the due fulfilment of e Consortium/Joint Venture deriving from, and in any way connected with, the Contract e 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.	purposes arising fro	pose as the domicilium citandi et executandi of the Consortium/Joint Venture for all m the consortium/joint venture agreement and the Contract with the Department in cit under item A above:				
	Physical address:					
	a					
		(Postal code)				
	Postal Address:					
	-					
	- :-	(Postal code)				
-	Telephone number:					



# PA-15.3: Special Resolution of Consortia or Joint Ventures

	Name	Capacity	Signature
1			
2			
3			
4			
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11	E)		
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The bidding 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:

- \* Delete which is not applicable.
- 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.
- 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.

  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).



# 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
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

#### 1.2 Preference Points System to be applied

(tick whichever is applicable).

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

  The applicable preference point system for this tender is the 90/10 preference point system.

  Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
- 1.3 Points for this tender shall be awarded for:
- 1.3.1 Price; and
- 1.3.2 Specific Goals

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

	80/20
PRICE	[[ 一等 · 英··· ] · · · · · · · · · · · · · · ·
SPECIFIC GOALS	
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 R2 000.00 and up to R1 Million (Inclusive of all applicable taxes), the specific goals as listed in table 1 below are applicable.

#### All Acquisitions

#### Table 1

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 which is at least 51% owned by black people (Mandatory)	10	• ID Copy
			SANAS Accredited BBBEE Certificate or sworn affidavit where applicable
			CSD Report
			CIPC (company registration)
2.	<b>Located</b> in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered	2	• Office Municipal Rates Statement
	in that area <b>(Mandatory)</b>		<ul> <li>Permission To Occupy from local chief in case of rural areas (PTO)</li> </ul>
			Lease Agreement
3.	An EME or QSE which is at least 51% owned by women (Mandatory)	4	• ID Copy
			CSD Report
			CIPC (company registration)

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
4.	An EME or QSE which is at least 51% owned by people with <b>disability</b> (Mandatory)	2	ID Copy (Mandatory)
			Medical Certificate
			South African Social Security Agency (SASSA) registration
			<ul> <li>National Council for Persons with Physical Disability in South Africa registration (NCPPDSA)</li> </ul>
			CSD Report
			CIPC (company registration)
5.	An EME or QSE which is at least 51% owned by <b>youth</b> . <b>(Mandatory)</b>	2	• ID Copy
			CSD Report
			CIPC (company registration)

1.5.2 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 table 2 below are applicable:

All Acquisitions

Table 2

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 <b>Historically Disadvantaged Individuals</b> (HDI)	10	• ID Copy
	(Mandatory)		SANAS Accredited BBBEE Certificate or sworn affidavit where applicable
			CSD Report
			CIPC (company registration)
2.	<b>Located</b> in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	• Office Municipal Rates Statement
	(Mandatory)		<ul> <li>Permission To Occupy from local chief in case of rural areas (PTO)</li> </ul>
			Lease Agreement
3.	An EME or QSE or any entity which is at least 51% owned by <b>women</b>	4	• ID Copy
	(Mandatory)		CSD Report
			CIPC (company registration)
4.	An EME or QSE or any entity which is at least 51% owned by people with <b>disability</b>	2	ID Copy (Mandatory)
	(Mandatory)		Medical Certificate
			South African Social Security Agency (SASSA) registration

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
			<ul> <li>National Council for Persons with Physical Disability in South Africa registration (NCPPDSA)</li> </ul>
			CSD Report
			CIPC (company registration)
5.	An EME or QSE or any entity which is at least 51% owned by <b>youth</b> .	2	• ID Copy
	(Mandatory)		CSD Report
			CIPC (company registration)

## 1.5.3 For procurement transactions with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals as listed in table 3 below are applicable

## All Acquisitions

## Table 3

Serial No	Specific Goals	Preference Points allocated out of 10	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 <b>Historically Disadvantaged Individuals</b> (HDI)	4	• ID Copy
	(Mandatory)		SANAS Accredited BBBEE Certificate or sworn affidavit where applicable
			CSD Report

Serial No	Specific Goals	Preference Points allocated out of 10	Documentation to be submitted by bidders to validate their claim for points
			CIPC (company registration)
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	• Office Municipal Rates Statement
	(Mandatory)		<ul> <li>Permission To Occupy from local chief in case of rural areas (PTO)</li> </ul>
			Lease Agreement
3.	An EME or QSE or any entity which is at least 51% owned by women	2	• ID Copy
	(Mandatory)		• CSD Report
			CIPC (company registration)
4.	An EME or QSE or any entity which is at least 51% owned by people with disability	2	ID Copy (Mandatory)
	(Mandatory)		Medical Certificate
			South African Social Security Agency (SASSA) registration
	OR		<ul> <li>National Council for Persons with Physical Disability in South Africa registration (NCPPDSA)</li> </ul>
	An EME or QSE or any entity which is at least 51% owned by <b>youth</b> .		• ID Copy

Serial No	Specific Goals	Preference Points allocated out of 10	Documentation to be submitted by bidders to validate their claim for points
			CSD Report
			CIPC (company registration)

- 1.6 Failure on the part of the tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals, if the service provider/ tenderer did not submit proof or documentation required to claim for specific goals will be interpreted to mean that preference points for specific goals are not claimed.
- 1.7 The organ of state reserves the right to require of a service provider/tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. **DEFINITIONS**

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

## 3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

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:

$$80/20$$
 or  $90/10$   $Ps = 80\left(1 + \frac{Pt - Pmax}{Pmax}\right)$  or  $Ps = 90\left(1 + \frac{Pt - Pmax}{Pmax}\right)$ 

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

## 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1,2 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 (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. An EME or QSE or any entity which is at least 51% owned by <b>Historically Disadvantaged Individuals</b> (HDI)	4	10		
2. <b>Located</b> in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	2		
3. An EME or QSE or any entity which is at least 51% owned by women	2	4		
4. An EME or QSE or any entity which is at least 51% owned by people with <b>disability</b> or	2	2		

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
5. An EME or QSE or any entity which is at least 51% owned by <b>youth</b> .*	2	2		
(Note: only one specific goal is applicable between specific goal number 4 and specific goal number 5 under 90/10 Preference Point System)				

<u>Note:</u> \*in respect of the 90/10 point system a selection of either disability or youth may be made with an allocation of 2 points for either of them.

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

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



## PA- 29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

Project title:	Magatle Police Station: Installation of a Generator		
Bid no:	PLK23/08	Reference no:	

## INTRODUCTION

- 1. This PA-29 [Certificate of Independent Bid Determination] must form part of all bids¹ invited.
- 2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
- 3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4. This form (PA-29) serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5. In order to give effect to the above, the attached Certificate of Bid Determination (PA-29) must be completed and submitted with the bid:

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".

Page 1 of 3
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Effective date 20 September 2021

Version: 2021/01

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

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



## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I,	I, the undersigned, in submitting the accompanying bid:					
-	(Bid Number and Description)					
in	response to the invitation for the bid made by:					
	(Name of Institution)					
do	hereby make the following statements that I certify to be true and complete in every respect:					
١c	certify, on behalf of: that:					
	(Name of Bidder)					
1.	I have read and I understand the contents of this Certificate.					
2.	I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.					
3.	I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, or behalf of the bidder.					
4.	Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder.					
5.	For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:					
	<ul> <li>(a) has been requested to submit a bid in response to this bid invitation;</li> <li>(b) could potentially submit a bid in response to this bid invitation, based on their</li> </ul>					

provides the same goods and services as the bidder and/or is in the same line

qualifications, abilities or experience; and

of business as the bidder.

(c)



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

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

Name of Bidder	Signature	Date	Position

<sup>&</sup>lt;sup>3</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.

## Department: Public Works and Infrastructure REPUBLIC OF SOUTH AFRICA

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

Tender no: PLK23/08

Name of Tenderer	Name of Tenderer					EME'   QSE' [	☐ EME¹ ☐ QSE² ☐ Non EME/QSE (tick applicable box)	licable box)
1. LIST ALL PROP	LIST ALL PROPRIETORS, MEMBERS OR SHAREHOLDERS	R SHAREHOLD		BY NAME, IDENTITY NUMBER, CITIZENSHIP AND DESIGNATED GROUPS.	, CITIZENSHIP A	AND DESIGNATE	D GROUPS.	
Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in Rural (R) / Under Developed Area (UD) / Township (T) / Urban (U).	Indicate if military veteran
-		%	☐ Yes ☐ No	□ Yes □ No	☐ Yes ☐ No	☐ Yes ☐ No		☐ Yes ☐ No
2.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No		☐ Yes ☐ No
3.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No		☐ Yes ☐ No
4.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No		☐ Yes ☐ No
5.		%	☐ Yes ☐ No	□ Yes □ No	☐ Yes ☐ No	☐ Yes ☐ No		☐ Yes ☐ No
6.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No		☐ Yes ☐ No
7.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No		☐ Yes ☐ No
8.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No		☐ Yes ☐ No
.6		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No		☐ Yes ☐ No
10.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No		☐ Yes ☐ No
11.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No		□ Yes □ No
12.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No		☐ Yes ☐ 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>&</sup>lt;sup>1</sup> EME: Exempted Micro Enterprise <sup>2</sup> QSE: Qualifying Small Business Enterprise

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

Tender no: PLK23/08

## 2. DECLARATION:

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

The information and particulars contained in this Affidavit are true and correct in all respects;

Procurement Regulations, 2017, National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), the Preferential and that the above form was completed according to the definitions and information contained in said documents;

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

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;

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

ഥ

Date	
Signature	
Name of representative	

## Page 1 of 2 Version: 2021/01

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

Project title:	Magatle Police Station: Installation of a Generator		
Tender / quotation no:	PLK23/08	Closing date:	25/07/2023
Advertising date:	11/07/2023	Validity period:	30 days

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

## 1.1. Current projects

Pro	Projects currently engaged in	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commence-	Contractual completion date	Current percentage	
-								
2								
က								
4								
5								
9								
7								
ω								

1.2. Completed projects

Proje (five)	Projects completed in the previous 5 (five) years	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commence- ment date	Contractual completion date	Date of Certificate of Practical Completion
_							
2							
n							
4							
rð							
9							
ω							
<b>o</b>							

Date

Signature

Name of Tenderer



## **DPW-16 (EC): SITE INSPECTION MEETING CERTIFICATE**

Project title:	Magatle Police Station: Installation of a Generator		
Tender / Quotation no:	PLK23/08	Reference no:	
Closing date:	25/07/2023		
his is to certify that I,			representing
			in the capacity of
		vis	sited the site on: <i>insert date</i>
ertify that I am satisfied wit	h the description of th	ne work and explanations give	k and the cost thereof. I furthe en at the site inspection meeting in the execution of this contract
Name of Tendere	r	Signature	Date



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

Proje	ct title:	Magatle	Police Station	Installation of a Gene	erator
Tend	er no:	PLK2	3/08	Reference no:	
Infi	rastructure before the	submissio	n of this tender		epartment of Public Works and der documents, have been taker required)
	Date			Title or Deta	ails
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
	Name of Tenderer			Signatura	Data
	We confirm that no	communic	ations were re	Signature ceived from the Depart fer, amending the tender	Date tment of Public Works and r documents.
	Name of Tenderer			Signature	Date

Effective date: 20 September 2021



Project title:	Magatle	Police Station:	Installation of a	Generator	
Tender no:	PLK23/0	8	Reference no	:	
We confirm that all		are contracted to	Subcontractors for construct a house		ract. s home builders with
Name and add Subcontracto	dress of proposed	Nature and e	extent of work	Previous e Subcontra	experience with ctor
Name of represe	entative	Signature	Can	acity	Date

Any reference to words "Bid" or Bidder words "Tender" or "Tenderer".	herein and/or in any other documentation shall be cons	
For External Use	Effective date 20 September 2021	Page 1 of 1 Version: 1.2



## **DPW-22 (EC): PARTICULARS OF ELECTRICAL CONTRACTOR**

Project title:	Magatle Police Station:	Installation of a Generato	
Tender no:	PLK23/08	Reference no:	
Name of Electrical Contr	actor:		
Address:			
Electrical Contractor regi Department of Labour	istration number at the		
•			
Name of Tenderer	Signa	ature	Date



## DPW-23 (EC): SCHEDULE FOR IMPORTED MATERIALS AND EQUIPMENT

Project title:	Magatle Police Station: In	stallation of a Generator	
Tender no:	PLK23/08	Reference no:	

This schedule should be completed by the tenderer. (Attach additional pages if more space is required)

Item	Material / Equipment	Rand (R) (Excluding VAT)
1.		R
2.		R
3.		R
4.		R
5.		R
6.		R

The Contractor shall list imported items, materials and/or equipment which shall be excluded from the Contract Price Adjustment Provisions (if applicable) and shall be adjusted in terms of currency fluctuations only. Copies of the supplier's quotations for the items, materials or equipment (provided that such costs shall not be higher than the relevant contract rate as listed above) should be lodged with the Principal Agent / Engineer of the Department of Public Works and Infrastructure within 60 (sixty) days from the date of acceptance of the tender. No adjustment of the local VAT amount, nor the contractor's profit, discount, mark-up, handling costs, etc. shall be allowed.

These net amounts will be adjusted as follows:

## FORMULA:

The net amount to be added to or deducted from the contract sum:

$$A = V (\underline{Z} - 1)$$

A = the amount (R) of adjustment

V = the net amount (supplier's quotation) (R) of the imported item

Y = exchange rate at the closing date of tender submission

Z = exchange rate on the date of payment.

Name of Tenderer	Signature	Date

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

Page 1 of 1
For Internal Use

Effective date: 20 September 2021

Version: 1.3



## DPW-05: (EC) CONTRACT DATA - (GCC (2010) 2<sup>nd</sup> EDITION: 2010)

Project title:	Magatle Police Station: Installation of a Generator
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Tender / Quotation no:	PLK23/08	WCS no:	Reference no:	
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PART 1: DATA PROVIDED BY THE EMPLOYER
CONDITIONS OF CONTRACT
The General Conditions of Contract for Construction Works, Second Edition, 2010, published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, is applicable to this Contract and is obtainable from <a href="https://www.saice.org.za">www.saice.org.za</a>
Bidders to note that materials procured for the works should be from South African manufactures and suppliers. Imported materials shall only be considered under exceptional circumstances, based on compelling technical justifications, and subject to the approval by the NDPWI.

CONTRACT ORFOLES DATA			
CONTRAC	T SPECIFIC DATA		
The followin 2010, are a	The following contract specific data, referring to the General Conditions of Contract for Construction Works, Second Edition, 2010, are applicable to this Contract:		
CLAUSES	COMPULSORY DATA		
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 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.		
1.1.1.14 &	The time for achieving Practical Completion of the whole of the works is: <i>3 Months</i> measured from the Commencement Date. The time thus stated includes special non-working days and the year-end break.		
5.14.7	or, if Practical Completion in portions is required,		
	The times for achieving Practical Completion for the portions as set out in the Scope of Works are <i>mutatis mutandi</i> :		
	For portion 1 within N/A		
	For portion 2 within <i>N/A</i>		
	For portion 3 within <i>N/A</i>		

Tender no: PLK23/08

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".

Page 1 of 13
For Internal & External Use

Effective date 27 July 2022

Version: 2022/03



	For portion 4 within inpart department as may be applicable
	For portion 4 within <i>insert description as may be applicable</i> (followed by further portions as required)
	The time for achieving Practical Completion of the whole of the Works is: 3 Months, measured from the Commencement Date. The time thus stated includes special non-working days and the year-end break.
1.1.1.15	The name of the Employer is:  The Government of the Republic of South Africa in its Department of Public Works and Infrastructure.
1.1.1.16	The name of the Engineer is:  Khanimamba Ndlovu
1.1.1.26	The Pricing Strategy is a: Re-measurement Contract.
1.1.1.31	Not applicable to this Contract.
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 Engineer 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.
1.2.1.2	Employer's address:  Physical Address:  77 Hans van Rensburg Street Polokwane 0699  Postal Address: Private Bag X9469 Polokwane 0700  Facsimile: N/A  Telephone: 015 291 6425
	Engineer's address: Physical Address: 77 Hans van Rensburg Street Polokwane 0700  Postal Address: Private Bag X9469 Polokwane 0700  Facsimile: N/A Telephone: 012 406 1543
1.3.4	Not applicable to this Contract.



Tender no: PLK23/08PLK23/08

1.3.5	Rep	ace Clause 1.3.5 with the following provisions:
	(a)	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, but in any event on the termination and/or cancellation of this Contract for whatever reason. The Contractor relinquishes its 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.
3.1.3	1.	The Engineer's authority to act and/or to execute functions or duties or to issue instructions are expressly <b>excluded</b> in respect of the following:
		(a) Appointment of nominated Sub-contractors – clause 4.4.3;
		(b) Granting of an extension of time and/or ruling on claims associated with claims for extension of time – clauses 5.12.3, 10.1.5;
		(c) Acceleration of the rate of progress and determination of the cost for payment of such acceleration – clause 5.12.4;
		(d) Rulings on claims and disputes - clauses 10.1.5, 10.2.3 and 10.3.3;
		(e) Suspension of the Works – clause 5.11.1;
		(f) Final Payment Certificate – clause 6.10.9;
		(g) Issuing of mora notices to the Contractor – clauses 9.1.1, 9.1.2.1 and 9.2.1;
		(h) Cancellation of the contract between the Employer and Contractor – clauses 9.1.1, 9.1.2.1 and 9.2.1.



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.

- 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 Engineer 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 Engineer timeous and in the correct format will invalidate any claim and the consequences of such failure will mutatis mutandis be as stated in clause 10.1.4.
- 4. Clauses 6.10.9 and 10.1.5 shall be amended as follows to indicate the limitation on the Engineer's authority in respect thereof:

## 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 Engineer 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). The Employer shall within 14 days issue to the Contractor a Final Payment Certificate the amount of which shall be paid to the Contractor within 28 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).

## 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.

5. Insert the following under 3.1.3: 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 Engineer 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 Engineer, 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 Engineer and which has subsequently been rescinded.

3.2.2.1 Amend Clause 3.2.2.1 to insert the word "Plant" to read as follows:

Observe the execution of the Works, examine and test material, Plant and workmanship, and receive from the Contractor such information as he shall reasonably require.

3.2.3.2 Amend Clause 3.2.3.2 to insert the word "Plant" to reads as follows:

Notwithstanding any authority assigned to him in terms of Clauses 3.2.2 and 3.2.4, failure by the Engineer's Representative to disapprove of any work, workmanship, Plant or materials shall not prejudice the power of the Engineer thereafter to disapprove thereof and exercise any of his powers in terms of the Contract in respect of thereof.

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 to the Employer or to any of the said contractors persons or authorities,		
5.3.1	The documentation required before commencement with Works execution are:		
	Health and Safety Plan (Refer to Clause 4.3) Initial programme (Refer to Clause 5.6) Security (Refer to Clause 6.2) Insurance (Refer to Clause 8.6) insert other requirements insert other requirements insert other requirements		
5.3.2	The time to submit the documentation required before commencement with Works execution is: 21 days.		
5.4.2	The access to, and possession of, the Site referred to in Clause 5.4.1 shall be <i>exclusive</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:		
	n/a.		
5.8.1	The non-working days are: Saturdays and Sundays		
	The special non-working days are:		
	(1) Public Holidays;		
	(2) The year-end break commencing on 16 December until the Sunday preceding the first working Monday of January of the succeeding year.		
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.		
5.13.1	The penalty for failing to complete the Works is: R663.27 excluding VAT per day		
	or, if completion in portions is required,		
	The penalty for failing to complete portion 1 of the Works is: RN/A per day.		
	The penalty for failing to complete portion 2 of the Works is: RN/A per day.		
	The penalty for failing to complete portion 3 of the Works is: RN/A per day.		
	The penalty for failing to complete portion 4 of the Works is: RN/A per day.		
	Followed by further portions as required.		



F 4 4 4	Annual III
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 Engineer 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 Engineer 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 14th day after the contractor requested the Certificate of Practical Completion.
5.16.1	Amend Clause 5.16.1 to delete the proviso 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 Engineer 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.
6.5.1.2.3	The percentage allowance to cover overhead charges is:
	33%, except on material cost where the percentage allowance is 10%.
6.8.2	Contract Price Adjustment (CPA) will be applicable: No.
	If CPA is indicated as 'Yes" above the value of payment certificates is to be adjusted by a Contract Price Adjustment Factor:
	The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule 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)



6.8.2	The urban area nearest the Site is <b>Polokwane</b> . (Select urban area from Statistical News Release, P0141, Table 7.1.)
	The applicable industry for the Producer Price Index for materials is <b>N/A</b> . (Select the applicable industry from Statistical News Release, P01421, Table 11.)
	The area for the Producer Price Index for fuel is <b>N/A</b> . (Select the area from Statistical News Release, P01421, Table 12.)
	The base month is N/A 20N/A. (The month prior to the closing of the tender.)
6.8.3	Price adjustments for variations in the costs of special materials are not allowed.
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.
6.10.5	Replace Clause 6.10.5 with the following:
	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 Engineer 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.
	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 Engineer 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.
	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 Engineer 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.
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.



8.4.3	Insert a new Clause 8.4.3 as follows:
	The Contractor shall on receiving a written instruction from the Engineer 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.
8.6.1.1.1	Amend Clause 8.6.1.1.1 to read as follows: Contract Sum plus 10%.
8.6.1.1.2	The value of Plant and materials supplied by the Employer to be included in the insurance sum is: Nil
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is: Nil
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 fulfillment of the Contract, from the Commencement Date to the date of the end of the Defects Liability Period, if there is one, or otherwise to the issue of the Certificate of Completion.
8.6.1.5	<ol> <li>Public liability insurance to be effect by the Contractor to a minimum value of:         <ul> <li>R5 million</li> <li>R insert amount in figures (and in words)</li> </ul> </li> <li>With a deductible not exceeding 5% of each and every claim.</li> <li>Support insurance is to be effected by the Contractor to a minimum value of:         <ul> <li>R 0.00</li> </ul> </li> <li>With a deductible not exceeding 5% of each and every claim.</li> </ol>
8.6.5	Amend Clause 8.6.5 as follows:
	Save as otherwise provided in the Contract Data, the insurances referred to in Clause 8.6.1 shall be effected with an insurance company registered in the Republic of South Africa. The Contractor shall submit the insurance policy to the Employer for approval, if so requested.
8.6.7	Amend Clause 8.6.7 as follows:
	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.
8.6.8	Insert a new Clause 8.6.8 in provide for high risk insurance for projects executed on areas classified as "High Risk Areas".
	HIGH RISK INSURANCE
	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



8.6.8	(1) Damage to the Works  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 and damage to and/or destruction of the Works consequent upon a catastrophic ground movement a mentioned above. The Contractor shall take such precautions and security measures and other step for the protection of the Works as he may deem necessary.					
	When so instructed to do so by the Engineer, the Contractor shall proceed immediately to remov 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.					
	(2) Injury to Persons or Loss of or damage to Properties					
	The Contractor shall be liable for and hereby indemnifies and holds harmless the Employer agains any liability, loss, claim or proceeding arising during the Contract Period whether arising in commol law or by Statute, consequent upon personal injuries to or the death of any person whomsoeve resulting from, arising out of or caused by a catastrophic ground movement as mentioned above.					
	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.					
	(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.					
	(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 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.					
9.1.4	Amend Clause 9.1.4 as follows:					
In the circumstances referred to in Clauses 9.1.1, 9.1.2 or 9.1.3 (provided that the circumstance not due to the fault of the Contractor, his employees, contractors or agents), and whether or not is terminated under the provisions of this Clause, the Contractor shall be entitled to payment of a cost of or incidental to the execution of the Works which is specifically attributable to, or consequence circumstances defined in Clauses 9.1.1, 9.1.2 or 9.1.3;						
9.1.5	Amend Clause 9.1.5 as follows:					
	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:					
9.1.6	This Clause is not applicable to this Contract.					



9.2.1.3.8	Insert a new Clause 9.2.1.3.8 as follows:
	Has failed to effect and keep in force any of the insurances referred to in Clause 8.6.1,
9.2.4	Insert a new Clause 9.2.4 as follows, to provide for unilateral termination by the Employer:
	The Employer shall be entitled at any time to unilaterally terminate or cancel this Contract or any part thereof Save for the following, the Contractor shall not be entitled to claim any other amounts whatsoever in respect of such termination or cancellation of this Contract. The Employer shall be obliged to pay the Contractor as damages and/or loss of profit the lesser of:
	9.2.4.1 An amount not exceeding 10% of the Contract Sum;
	9.2.4.2 10% of the value of incomplete work; or
	9.2.4.3 The Contractor's actual damage or loss as determined by the Employer after receipt of evidence substantiating any such damage or loss.
9.3.2.2	Amend Clause 9.3.2.2 as follows to delete the proviso on lien:
	The ownership of Plant and unused materials brought onto the Site by the Contractor, and for which the Employer has not made any payment, shall revest to the Contractor and he shall, with all reasonable dispatch, remove from the Site such Plant, materials and all Construction Equipment and Temporary Works.
9.3.3	Insert 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.
10.1.3.1	Amend Clause 10.1.3.1 as follows to insert the word "Plant":
	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 Engineer, records in a form approved by the Engineer, 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, labour, Plant and materials relevant to each claim. Such records shall be submitted promptly after the occurrence of the event giving rise to the claim.
10.1.6	Insert a new Clause 10.1.6 as follows:
	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	Amend Clause 10.2.1 as follows:
	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 Engineer. This written claim shall be supported by particulars and substantiated.
0.2.2	Amend Clause 10.2.2 as follows:
	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.



10.3.2	Amend Clause 10.3.2 as follows to replace "adjudication" with "court":  If either party shall have given notice in compliance with Clause 10.3.1, the dispute shall be referred to court proceedings in terms of Clause 10.8, unless amicable settlement is contemplated.			
10.3.3	Replace "Engineer" with "Employer".			
10.4.2	Amend Clause 10.4.2 as follows to provide for submission to court:  If the other party rejects the invitation to amicable settlement in writing or does not respond in writing to the invitation with 14 days, or amicable settlement is unsuccessful, either party may submit the dispute to court.			
10.4.4	Amend Clause 10.4.4 to delete reference to "adjudication" and "arbitration" to read as follows:  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 or 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.			
10.5 10.6 & 10.7	The entire provisions of these Clauses are not applicable to this Contract.			
10.10.3	Amend Clause 10.10.3 as follows to reword and remove reference to "arbitrator":  The court shall have full power to open up, review and revise any ruling, decision, order, instruction, certificate or valuation of the Engineer and Employer and neither party shall be limited in such proceedings before such court to the evidence or arguments put before the Engineer or Employer for the purpose of obtaining his ruling.			

## 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
(a)	Minimum 30% mandatory Subcontracting to SMMEs in accordance with the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017 as published in the Government Gazette Notice No. 40553 of 20 January 2017 – Condition of Tender.	Not applicable
(b)	(b) 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.	
(c)	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.	Not applicable



(d)	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.	Not applicable
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.		Not applicable
(f)	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. 43495 of 3 July 2020, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	
(g)	(g) DPWI National Youth Service training and development programme (NYS) – <b>Not</b> a	
(h)	Labour Intensive Works – Condition of Contract.	Not applicable
(i)		Select
(j)		Select



	PART 2: DATA PROVIDED BY THE BIDDER						
1.1.1.9	The name of the Bidder is:						
1.2.1.2	The address of the Bidder is:						
	Postal address:						
		tal Code: _					
	TAX / VAT Registration No:						
	Physical address:						
	Post	al Code: _					
	E-mail address:	-					
6.2.1	The security to be provided by the Contractor shall be one of the following:						
	(a) Cash deposit of 10 % of the Contact Sum (excl. VAT)	☐ YES	or	□ NO			
	(b) Variable performance guarantee of 10 % of the Contract Sum (excl. VAT)	☐ YES	or	□ NO			
	(c) Retention of 10 % of the value of the Works (excl. VAT)	☐ YES	or	□ NO			
	(d) Cash deposit of 5 % of the Contract Sum (excl. VAT) plus retention of 5 % of the value of the Works (excl. VAT)	☐ YES	or	□ NO			
	(e) Performance guarantee of 5 % of the Contract Sum (excl. VAT) plus retention of 5 % of the value of the Works (excl. VAT)	☐ YES	or	□ NO			
	NB: Guarantees submitted must be issued by either an insurance of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998 (Act 53 of 1998)] or by a bank duly registered in terms of the B the pro-forma referred to above. No alterations or amendments of the accepted.	998) or Shor anks Act, 19	t-Term 990 (Ad	Insurance Act, et 94 of 1990) on			



## **DPW-10.2 (EC): VARIABLE CONSTRUCTION GUARANTEE** (GCC (2010) 2<sup>nd</sup> EDITION: 2010)

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

## **FOR ATTENTION**

Marothi Thema Private Bag X 9469 Polokwane 0700

Sir,

3.

## VARIABLE CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF GCC (2010) 2<sup>nd</sup> EDITION 2010

1.	Wit	With reference to the contract between			
	Wo for t for t	(hereinafter referred to so the "contractor") and the Government of the Republic of South Africa in its Department of Public rks and Infrastructure (hereinafter referred to as the "employer"), Contract/Tender No: PLK23/08, the Magatle Police Station: Installation of a Generator (hereinafter referred to as the "contract") the sum of R , ( ), (hereinafter referred to as the intract sum").			
	in m	ny/our capacity as and hereby			
	to a	resenting (hereinafter referred as the "guarantor") advise that the guarantor holds at the employer's disposal the sum of , ( ) being 10% of the contract sum (excluding T), for the due fulfilment of the contract.			
2.	I/W	e advise that the guarantor's liability in terms of this guarantee shall be as follows:			
	(a)	From and including the date on which this guarantee is issued and up to and including the day before the date on which the last <b>certificate of completion</b> of works is issued, the <b>guarantor</b> will be liable in terms of this guarantee to the maximum amount of 10% of the <b>contract sum</b> (excluding VAT);			
	(b)	The <b>guarantor</b> 's liability shall reduce to 5 % of the <b>value of the works</b> (excluding VAT) as determined at the date of the last <b>certificate of completion</b> of works, subject to such amount not exceeding 10% of the <b>contract sum</b> (excluding VAT);			
	(c)	This guarantee shall expire on the date of the last <b>final approval certificate</b> .			
3.	debi the e to be	<b>guarantor</b> hereby renounces the benefits of the exceptions non numeratae pecunia; non causa ti; excussionis et divisionis; and de duobus vel pluribus reis debendi which could be pleaded against enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves e conversant, and undertake to pay the <b>employer</b> the amount guaranteed on receipt of a written and from the <b>employer</b> to do so, stating that (in the <b>employer</b> 's opinion and sole discretion):			
	(a)	the <b>contractor</b> has failed or neglected to comply with the terms and/or conditions of the <b>contract</b> ; or			

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" Page 1 of 2 For Internal & External Use Effective date: 20 September 2021 Version: 2.1



DPW-10.2 (EC): Variable Construction Guarantee - GCC GCC (2010) 2nd Edition 2010

## Tender no: (Insert Tender Number)

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

SIG	NED AT	ON THIS	DAY OF	20	
AS	WITNESS				
1.					
2					
2.	-	By and on b			
		(insert the na	ame and physical addre	ess of the guarantor)	
		NAME:			
		CAPACITY:			
		(duly authori Annexure A)	ised thereto by resoluti	on attached marked	
		DATE:			
A.	No alterations and/or additions of the	e wording of this form	will be accepted.		
B.	The physical address of the guarantor must be clearly indicated and will be regarded as the guarantor's				
	domicilium citandi et executandi, fo			•	
C.	This GUARANTEE must be returned	to			



# DPW-10.4 (EC): FIXED CONSTRUCTION GUARANTEE GCC (2010) 2<sup>nd</sup> EDITION: 2010

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

#### **FOR ATTENTION**

Marothi Thema
Private Bag X9469
Polokwane
0700

Sir,

# FIXED CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF GCC $2^{\rm ND}$ EDITION 2010

œ	With reference to the contract between
	(hereinafter referred to as the "contractor") and the Government of the Republic of South Africa in its Department
	of Public Works and Infrastructure (hereinafter referred to as the "employer"), Contract/Tender No: PLK23/08, for the Magatle Police Station: Installation of a Generator (hereinafter referred to as the "contract"), for the sum of R , ( ), (hereinafter referred to as the "contract sum").
	I / We,
	in my/our capacity asand hereby
	representing (hereinafter referred to as the "guarantor") advise that the guarantor holds at the employer's disposal the sum of R , ( ) being 5% of the contract sum (excluding VAT), for the due
	fulfillment of the <b>contract</b> .
	The <b>guarantor</b> hereby renounces the benefits of the exceptions <i>non numeratae pecunia; non causa debiti; excussionis et divisionis;</i> and <i>de duobus vel pluribus reis debendi</i> which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the <b>employer</b> the amount guaranteed on receipt of a written demand from the <b>employer</b> to do so, stating that (in the <b>employer</b> 's opinion and sole discretion):
	(a) the <b>contractor</b> has failed or neglected to comply with the terms and/or conditions of the <b>contract</b> ; or
	<ul> <li>(b) the contractor's estate is sequestrated; liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa.</li> </ul>
	Subject to the above, but without in any way detracting from the <b>employer</b> 's rights to adopt any of the procedures provided for in the <b>contract</b> , the said demand can be made by the <b>employer</b> at any stage prior to the expiry of this guarantee.
	The amount paid by the <b>guarantor</b> in terms of this guarantee may be retained by the <b>employer</b> on condition that upon the issue of the last <b>final approval certificate</b> , the <b>employer</b> shall account to the <b>guarantor</b> showing how this amount has been expended and refund any balance due to the guaranter.

#### Construction Guarantee - GCC

DPW-10.4 (EC):

Fixed

GCC (2010) 2<sup>nd</sup> Edition 2010

Tender No: PLK23/08

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

IGN	ED AT	ON THIS	DAY OF	20
s v	/ITNESS			
	By and on behalf of	<u> </u>		
		(insert the name	and physical address	s of the guaranto
		NAME:		
		CAPACITY:		
		(duly authorised Annexure A)	thereto by resolution	n attached marke
		DATE:		
	No alterations and/or additions of the	wording of this form w	vill be accepted.	
	The physical address of the guaranto			d as the guarantor
•	domicilium citandi et executandi, for a	an purposes ansing no	9	



# PA-14: MEDICAL CERTIFICATE FOR THE CONFIRMATION OF PERMANENT DISABLED STATUS

Project title: Magatle Police Station: Installation of a Generator						
Tender / Bid no:	PLK23/08	Reference no:				
l,		1.	(surname and name),			
identity number,	do	hereby declare that I	am a registered medical			
practitioner, with my	practice number being		, practising at			
		(Phy	sical or postal addresses)			
declare that I have example	mined Mr. / Ms					
identity number		and have fo	ound the said person to be			
permanently disabled or ha	aving a recurring disability.					
"Disability" means, in respe function, which results in re range, considered normal for	ect of a person, a permanent estricted, or lack of, ability to or a human being." –	impairment of a physical, perform an activity in the	intellectual, or sensory manner, or within the			
The nature of the disability	is as follows:					
Thus signed at	on this	day of	20			
Signature	Date					
		N	OFFICIAL STAMP OF IEDICAL PRACTITIONER			

#### DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE



### **BILLS OF QUANTITIES**

### Comprising of:

Section 1 - Preliminaries and General

Section 2 - Electrical Installations

Section 3: Final Summary



			AMOUNT
PRELIMINARIES AND GENERAL			
Site Camp, Stores and Offices			
Facilities for the Contractor			
Total cost of a construction camp complete with secure storage facilities, site office with toilet and hand wash basin, air conditioner, table and chairs and administrative offices. Office should allow for meeting space.			
Supply	sum		
Removal on completion of contract	sum		
Name Board			
Supply & installation of name board as per detail dwg.	sum		
Removal of name boards at final hand over.	sum		
Clearing of Site			
Allow for clearing of site (for all 20 perimeter lights)	sum		
Performance Guarantee			
Allow for the fixed costs of the performance guarantee in accordance with the Conditions of Contract.	sum		
Construction Machinery & Equipment			
Construction machinery and maintenance of all construction machinery required during the project.			
Trucks and Bakkies			
8-Ton Crane truck	month	6	
2-Tonner Ldv	month	6	
1-Tonner Ldv	month	6	
Insurance of the Works			
Total cost of Insurance of the Works in accordance with the Conditions of Contract.			
Works Insurance	Sum	1	
Workmen's Compensation	Sum	1	
Liability Insurance	Sum	1	
Health & Safety			
(Refer to the OHS act & Construction regulations for detailed requirements and made all provision under this heading)			
Preparation of Health and Safety Plan	Sum		
Safety, Health and Environmental Administration	Month		
	CAE	RRIED FORWARD	



uipment e obligation	BROUGI Sum Sum	HT FORWARD	
e obligation	Sum		
	sum		
c format	sum		
	sum		
letion	sum		
ned necessary (Spec	ify Below)		
1	etion	sum	sum etion sum



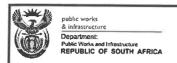
TEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
2	BACKUP GENERATOR INSTALLATION				
\ <u></u>	BACKOF GENERATOR INSTALLATION	-	+		-
2.1	Standby Generator				
2.1.1	Supply, Deliver and installation of an 200kVA Prime Rated 3-Phase Diesel Standby, DSE7320 Controller, 400V/230V, 50Hz, 1500rpm, 350L intergrated base Base Tank complete with sound attenuation (72dB @ 7m), automatic voltage regulation.				
	Supply: Delivery & Install:		1 1		
	AUTOMATIC TRANSFER SWITCH 400 A, Three Phase ATS complete in canopy including automatic mains failure panel and changeover with interlocking.				
	Supply: Install:		1 1		
2.2	WARNING NOTICES Supply and Install warning notices on the container as specified.				
2.2.1	Set of Warning Notices as per SANS and OHS specifications.	Item	1		
2.3	SITE TESTING, COMMISSIONING & DOCUMENTATION				
	Test and Commission to deliver a fully operational generating set to the client and engineers satisfaction:				
2.3.1 2.3.2	At the suppliers premises, prior to delivery to site On site after completion of the installation	Item Item	1		
2.4	1 YEAR MAINTENANCE 12 Month maintenance as per the manufacturers specification.				
2.4.1	Quarterly (4) service of the Generator as per the manufacturer's requirements	Item	4		
<b>2.5</b> 2.5.1	PADLOCKS Supply and install A82 padlocks.	Item	5		
2.6	DECOMMISSIONING Decommissioning of a 100kVA generator together				
2.6.1	with related applies and DPs. Equipment removal	Item	1		
	CARRIED FOR	WARD T	O SECT	<b>ION 3 SUMMARY</b>	R



ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
3	ELECTRICAL WORKS				
3.1	Refurbishment of DBs Work includes replacing damaged or missing doors or cover plates, making neat existing wiring, rewiring to accommodate full supply from generator, replacing broken door locks, installing new labels, danger signs, updating legends, general cleaning and issuing of a Certificate of				
3.1.1	Main DB	ea	1		
3.2	CABLING, WIRING, WIREWAYS AND ACCESSORIES Supply and Installation of cables complete with terminations, glands and conduit.				
3.3.1	1 x 240mm <sup>2</sup> 4core Cu. PVC . SWA. PVC 600/1000V feeder cable from Generator to ATS Panel, complete with Terminations, glands, conduit and shrouts	m	5		
3.3.2	1 x 95mm <sup>2</sup> 4core Cu. PVC . SWA. PVC 600/1000V feeder cable from Supply Kiosk (Normal) to ATS Panel and ATS to Main-DB, complete with Terminations, glands, conduit and shrouts	m	15		
3.3.3	1 x 120mm <sup>2</sup> Bare Copper Earth Wire from Supply Kiosk (Normal) to ATS Panel, complete with Terminations, glands and shrouts	m	5		
	1 x 50mm <sup>2</sup> Bare Copper Earth Wire from Supply Kiosk (Normal) to ATS Panel and ATS to Main-DB, complete with Terminations, glands and shrouts	m	15		
3.3	EARTHING AND ASSECCORIES Supply and install 1.2 m long copper coated earth spike incl earth clamp and earth coupling on Distribution Board				
3.3.1	1.2m earth spike supply Install	ea ea	4 4		
	CARRIED FOR	WARD T	O SECT	ION 3 SUMMARY	R -



ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
4.	CIVIL WORKS  Civil works include site clearance, excavation for eletrical cables trenching and construction of a				
	concrete plinth.				
4.1.	Excavation and Filling				
4.1.1	Excavation and backfilling in soft soil	m³	5		
4.1.2	Excavation and backfilling in hard rock	m³	5		
4.1.3	Excavation and backfilling in pickable soil	m³	5		
4.2.	Construction of a Concrete Plinth				
	Supply and install a concrete plinth				
4.2.1	(3,6mx3mx2m) according to the specifications and drawing, with mesh reinforcement, ducting	Sum			
	and a bund wall.				
	CARRIED FOR	WARD T	O SECT	ION 3 SUMMARY	R



SECTION 3 : FINAL SUMMARY								
AMOUNT		SECTION						
R -	PRELIMINARIES AND GENERAL	1						
R -	BACKUP GENERATOR INSTALLTION	2						
R -	ELECTRICAL WORKS	3						
R -	CIVIL WORKS	4						
R -	TOTAL TENDERED VALUE EXCLUDING, VAT.							
R -	15% VAT							
R -	TOTAL TENDERED VALUE INCLUDING VAT. CARRIED TO FORM AND OFFER AND ACCEPTANCE DPW-07 (EC)							
	TOTAL TENDERED VALUE INCLUDING VAT. CARRIED TO FORM AND OFFER							



# PG-01.1 (EC) SCOPE OF WORKS - (GCC (2010) 2<sup>nd</sup> EDITION: 2010)

Project title:	Magatle Police Station: Installation of a Generator				
Tender no:	PLK23/08	Reference no:			

### C3. Scope of Works

#### **CONTENTS**

- C3.1 STANDARD SPECIFICATIONS
- C3.2 PROJECT SPECIFICATIONS

#### A: GENERAL

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

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

#### **B: AMENDMENTS TO THE PARTICULAR SPECIFICATIONS**

# C3.3 PARTICULAR SPECIFICATIONS n/a

#### C3.4 STANDARD SPECIFICATIONS:

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

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



PG-01.1 (EC) Scope of Works – GCC

GCC (2010): 2<sup>nd</sup> Edition 2010

#### 3.5 PROJECT SPECIFICATIONS:

#### **Status**

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

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

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

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

#### 3.5.1 GENERAL

#### **PS-1** PROJECT DESCRIPTION:

Magatle Police Station: Installation of a new Generator

### 3.5.2 AMENDMENTS TO THE STANDARD AND PARTICULAR SPECIFICATION:

None

### **C3.5.3 PARTICULAR SPECIFICATIONS:**

None

#### C3.6 STANDARD MINIMUM REQUIREMENTS

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

- C3.61 cidb Best Practice: Green Building Certification, No. 34158 Government Gazette, 1 April 2011
- C3.6.2 cidb Standard for Developing Skills through Infrastructure Contracts, No. 36760 Government Gazette, 23 August 2013
- C3.6.3 cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013
- C3.6.4 Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017, No. 40553 Government Gazette, 20 January 2017
- C3.6.5 cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts, No. 41237 Government Gazette, 10 November 2017
- C3.6.6 cidb Standard for Minimum Requirements for Engaging Contractors and Sub-Contractors on Construction Works Contracts, No. 41237 Government Gazette, 10 November 2017
- C3.6.7 cidb Standard for Minimum Requirements for Engaging Contractors and Sub- Contractors on Construction Works Contracts, No. 42021 Government Gazette, 9 November 2018



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

#### C3.7 CONTRACT PARTICIPATION GOALS AND CIDB BUILD PROGRAMME

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

### C3.7.1 Minimum Thirty Percent (30%) Mandatory Sub-contracting Contract Participation Goal

# MINIMUM THIRTY PERCENT (30%) MANDATORY SUBCONTRACTING TO SMMES: IMPLEMENTATION OF PREFERENCIAL PROCUREMENT RGULATIONS 2017

30% Mandatory subcontracting is not applicable to this project.

It is the requirement of the employer that the contractor enhances the use of local Small, Micro and Medium Enterprises (SMME's) in executing this contract, irrespective whether the 30% Participation Goal is applicable or not.

The thirty percent (30%) mandatory Sub-contracting shall be achieved in the execution of the contract. in terms of in accordance with the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017 as published in the Government Gazette Notice No. 40553 of 20 January 2017.

(a) SMME's involvement of at least N/Af the tender amount at the time of tender to be sourced from within N/A radius of the project site with the intention to maximize use of local SMMEs within "N/A(b) SMME's involvement of at least N/A the Tender Value to be sourced from within N/A radius of the project site.

Bidders are cautioned not to under-price items earmarked to be executed by SMMEs as adjustment to too low rates will not be entertained by the Employer.

Bidders to sub-contract a minimum of thirty percent (30%) of the tender amount including VAT at the time of tender (All inclusive, Including VAT), to any one or more of the following categories:

- a. An EME or QSE
- b. An EME or QSE which is at least 51% owned by black people
- c. An EME or QSE which is at least 51% owned by black people who are youth
- d. An EME or QSE which is at least 51% owned by black people who are women
- e. An EME or QSE which is at least 51% owned by black people with disabilities
- f. An EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships
- g. A co-operative which is at least 51% owned by black people
- h. An EME or QSE which is at least 51% owned by black people who are Military veterans
- i. More than one of the categories referred to in paragraphs (a) to (h).

Bidders to refer to the CSD for a list of prospective sub-contractors provided with the tender. The bidder to refer to the CSD website should the list provided be insufficient.

#### Bidders must ensure that the sub-contractors conform to the following:

- a. Possess relevant accreditation where applicable;
- b. Be registered with relevant bodies (CIDB, various Councils, etc.) where applicable;
- c. Possess necessary capabilities to deliver the sub-contracted work;
- d. Meet the requirements in terms of the stipulated designated groups; and



- e. Geographical located at the place where the project will be delivered. Geographical location must be determined using the following criteria:
  - Relevant Ward. If not available;
  - Relevant neighbouring Wards. If not available;
  - · Relevant Local Municipality. If not available;
  - Relevant District Municipality. If not available;
  - Relevant Metro. If not available:
  - Relevant Province. If not available;
  - Relevant Neighbouring Province. And If not available:
  - Anywhere within the borders of South Africa.

It is the bidder's responsibility to source alternative SMMEs should the parties with whom agreements were entered into at the time of tendering either no longer exist or do not perform or render work of an acceptable standard, subject to the approval by the Employer. Failure to achieve the minimum thirty percent (30%) SMME participation based on the tender amount including VAT, will result in a two percent (2%) penalty on the amount of work on which there is no compliance (Excluding VAT), unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

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

#### C3.7.2 Minimum Targeted Local Material Manufacturer Contract Participation Goal

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

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

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

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

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

Preference shall be given to the Targeted Local Material Manufacturer where feasible in Lepelle Nkumbi Municipality Lebowakgomo, and provided that:

- (a) Such materials comply in all respects with the specific requirements of PW371 and SANS specifications.
- (b) The nonavailability of such materials shall not adversely affect the desired progress of the specific works.
- (c) The use of such suppliers shall not constitute grounds for any claim for increased cost in respect thereof.
- (d) Materials of at least <u>N/A</u> of the total value of materials purchased including VAT to be sourced from within N/A radius of the project site,
- (e) Material of at least <u>N/A</u> of the total value of materials purchased including VAT to be sourced from within N/A radius of the project site.

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



Example: Total material to be purchased from local manufacturers = R 10 Million and only achieved a R8 Million CPG then the penalty = R2 Million x 2%. The bidder shall submit monthly reports in terms of monthly achievement and accumulative targets achieved including audited supporting documentation to the Employer's Representative.

#### C3.7.3 Minimum Targeted-Local Building Material Suppliers Contract Participation Goal

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

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

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

A targeted supplier is a targeted enterprise that

- owns, operates or maintains a store, warehouse or other establishment in which goods are bought, kept in stock and regularly sold to wholesalers, retailers or the public in the usual course of business; and
- b) engages, as its principal business and in its own name, in the purchase and sale of goods. Note: Adapted from SANS 10845-7:2015, definition 2.14

Preference shall be given to the local material suppliers where feasible in the Lepelle Nkumbi Municipality Lebowakgomo, and provided that:

- (a) Such materials comply in all respects with the specific requirements of PW371 and SANS specifications,
- (b) The none availability of such materials shall not adversely affect the desired progress of the specific works,
- (c) The use of such suppliers shall not constitute grounds for any claim for increased cost in respect thereof,
- (d) Materials of at least <u>N/A</u> of the total value of materials purchased including VAT to be sourced from within N/A of the project site,
- (e) Material of at least N/A of the total value of materials purchased including VAT to be sourced from within N/A of the project site.

Failure to achieve the minimum  $\underline{\text{N/A}}$  Targeted Local Material Manufacturer participation expressed as a percentage of the original tender amount, excluding allowances and VAT, will result in a  $\underline{\text{N/A}}$  penalty of the prorate targeted value of materials not complied with, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

Example: Total material to be purchased from local manufacturers = R 10 Million and only achieved a R8 Million CPG then the penalty = R2 Million x 2%.

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

#### C3.7.4 Minimum Targeted Local Labour Skills Development Contract Participation Goal

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

It is the requirement of the employer that the contractor enhances the use of local labour in executing this contract. This is required to be done through the use of both traditional building techniques and labour-intensive construction techniques careful and considered construction planning and



implemented in the project irrespective whether a minimum percentage Participation Goal is applicable or not.

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

Targeted labour: individuals who:

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

Adapted from SANS 10845-7:2015, definition 2.12

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

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

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

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

# C3.7.5 CIDB BUILD PROGRAMME: Minimum Targeted Enterprise Development Contract Participation Goal

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

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

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



PG-01.1 (EC) Scope of Works – GCC

GCC (2010): 2nd Edition 2010

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

The lead partner or main contractor shall dedicate a minimum five percent (5%) of total project value to provide developmental support to targeted subcontractor or joint venture partner applicable to contracts in Grades 7 to 9, General Building and Civil Engineering contracts. Preference will be given to *Electrical or Mechanical* Enterprises.

Provision for pricing of compliance with the aforementioned is made in the preliminaries and it is explicitly pointed out that all requirement in respect of the aforementioned are deemed to be priced thereunder and no additional claims in this regard shall be entertained.

#### C3.7.5.1 <u>Criteria</u>

The main or lead partner of the successful bidder shall:

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

#### C3.7.5.2 Management

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

#### C3.7.5.3 Competence Criteria for an Enterprise Development Co-ordinator

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

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

PG-01.1 (EC) Scope of Works - GCC

GCC (2010): 2nd Edition 2010

#### C3.7.5.4 Format of Communications

The contractor shall submit to the Employer's Representative:

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

#### C3.7.5.5 The Key Personal

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

#### C3.7.5.6 Management Meetings

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

#### C3.7.5.7 Forms for contract administration

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

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

#### C3.7.5.8 Records

The contractor shall:

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

#### C3.7.5.9 **Payment Certificates**

The contractor shall:

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

#### C3.7.5.10 Compliance requirements



# Non-compliance with the Best Practice Project Assessment Scheme

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

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

# 3.7.6 CIDB BUILD PROGRAMME: Minimum Targeted Contract Skills Development Goal (CSDG)

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

The contractor shall achieve or exceed in the performance of the contract the Contract Skills Development Goal (CSDG) established in the Standard for Developing Skills through Infrastructure Contracts (published in Government Gazette No 43495 of 3 July 2020, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 — Condition of Contract.

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

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

#### C3.7.6.1 Methodology

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

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

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

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

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

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

PG-01.1 (EC) Scope of Works – GCC GCC (2010): 2<sup>nd</sup> Edition 2010

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

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

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

Table 3: Notional Cost of Training per Headcount

Source: cidb Standard for Skills Development

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

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

- (a) The successful contractor may employ part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates N/A directly or through a Skills Development Agency (SDA), (A1 List of cidb accredited SDAs).
- (b) The successful contractor must employ at least sixty percent (60%) of the learners from an FET / TVET college should the contractor select to have part/full occupational qualification learners and trade qualification learners contributing to the CSDG.
- (c) The successful contractor shall employ at least from eligible part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates in the employment of the employer.



PG-01.1 (EC) Scope of Works – GCC

GCC (2010): 2<sup>nd</sup> Edition 2010

- (d) The successful contractor shall ensure that no single method shall contribute more than seventy five percent (75%) of the CSDG for the contract.
- (e) The successful contractor may only place thirty three percent (33%) employed employees or that of his subcontractors contributing to the CSDG.
- (f) The contractor shall employ at least sixty percent (60%) of the learners from a Public FET / TVET college should the contractor select to have trade qualification learners (Method 2) contributing to the CSDG.
  - (g) One of the objectives of the project is to train N/A Occupational qualifications, trade qualification, work integrated learners P1 and P2 learners, professional candidates N/A

#### C3.7.6.2 Management

- (a) The successful contractor must keep site records regarding the part/full occupational qualification learners', trade qualification learners', work integrated learners' or candidates' (delete that which is not applicable) progress, site attendance, hours worked and other relevant information as required by the Standard.
- (b) The successful contractor shall provide the required number of appropriately qualified mentors to the maximum number of part/full occupational qualification learners, trade qualification learners, work integrated learners in the proportion as specified in the Standard.
- (c) The successful contractor shall provide a supervisor to manage the training of the part/full occupational qualification learners, trade qualification learners, work integrated learners, candidates (n/a).
- (d) The successful contractor shall submit to the employer's representative a baseline training plan in the specified format (Pro-forma A2) for the part/full occupational qualification learners, trade qualification learners, work integrated learners, candidates (delete that which is not applicable) within 30 days of start of the contract.
- (e) The successful contractor shall submit to the employer's representative project interim report in the specified format (Pro-forma A3) on the progress of each of part/full occupational qualification learner, trade qualification learner, work integrated learner, candidate (delete that which is not applicable) every three months.
- (f) The successful contractor shall submit to the employer's representative the names and particulars in the specified format (Pro-forma A4) of the supervisor, mentors for the part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates (delete that which is not applicable) within 30 days of start of the contract.
- (g) The successful contractor shall keep a daily record of all the part/full occupational qualification learners, trade qualification learners, work integrated learners, candidates on site and their daily activities and shall be made available to the employer's representative on request.
- (h) The successful contractor shall submit to the employer's representative the reports on the progress and status of the part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates (delete that which is not applicable) with the monthly invoice for the payment certificate.
- (i) The successful contractor shall have health and safety inductions for all part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates (delete that which is not applicable).
- (j) The successful contractor shall conduct entry and exit medical tests of all part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates (delete that which is not applicable).



PG-01.1 (EC) Scope of Works – GCC GCC (2010): 2<sup>nd</sup> Edition 2010

- (k) The successful contractor shall provide personal protective equipment (PPE) to all part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates (delete that which is not applicable) at the start of their employment on site.
- (I) Based on the agreed skills methods the contractor may employ part/full Occupational Qualification Learners and /or Trade Qualification Learners and/or Work Integrated Learners and/or Candidates n/a) directly or through a Skills Development Agency (SDA), training provider or skills development facilitator (Form A1 - List of cidb accredited SDAs). The contractor shall ensure that no more than one Method shall be applied to any individual concurrently in the calculation of the CSDG for the contract.

### C3.7.7 NATIONAL YOUTH SERVICE TRAINING AND DEVELOPMENT PROGRAMME (NYS)

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

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

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

#### **C3.7.8 LABOUR-INTENSIVE WORKS**

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

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

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

#### Employer's objectives:

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

#### Labour-intensive works:

Labour-intensive works shall be constructed/maintained using local workers who are temporarily employed in terms of the scope of work. A twenty percent (20%) penalty of the value of the works will be imposed on items where unauthorised use of plant was used to carry out work which was to be done labour-intensively.

#### Labour-intensive competencies of supervisory and management staff:

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

PG-01.1 (EC) Scope of Works – GCC

GCC (2010): 2<sup>nd</sup> Edition 2010

#### C3.7.8.1 GENERIC LABOUR-INTENSIVE SPECIFICATION

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

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

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

#### **Precedence**

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

#### Hand excavateable material

Hand excavateable material is:

#### a) granular materials:

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

#### b) cohesive materials:

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

#### Note

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

Table 2: Co	nsistency of materials w	hen profiled	
GRANULAR MATERIALS		COHESIVE MATERIALS	
CONSISTENCY	DESCRIPTION	CONSISTENCY	DESCRIPTION
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40 mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10 mm; very difficult to mould with fingers; can just be



PG-01.1 (EC) Scope of Works - GCC

GCC (2010): 2<sup>nd</sup> Edition 2010

			- (2010): 2 Laktor 2010
			penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of a geological pick; requires many blows for excavation.	Stiff	Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumb-nail with difficulty; slight indentation produced by blow of a geological pick point.

#### Trench excavation

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

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

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

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

#### **Excavation**

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

#### Clearing and grubbing

Grass and bushes shall be cleared by hand.

#### Shaping

All shaping shall be undertaken by hand.

#### Loading

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

#### <u>Hau</u>

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

#### **Offloading**

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

#### **Spreading**

All material shall be spread by hand.

#### Compaction

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

#### <u>Grassing</u>

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



PG-01.1 (EC) Scope of Works – GCC

GCC (2010): 2<sup>nd</sup> Edition 2010

### Stone pitching and rubble concrete masonry

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

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

Grout shall be mixed and placed by hand.

#### **Manufactured Elements**

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

### C3.8 Submission of Accrual Reports

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

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

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

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



Tender No: PLK23/08

# PG-02.1 (EC) PRICING ASSUMPTIONS – GCC (2010) 2<sup>nd</sup> Edition 2010

Project title:	Magatle Police Station: Installation of a Generator.		
Tender / Quotation no:	PLK23/08	Reference no:	

### **C2.1 Pricing Assumptions**

#### C2.1.1 GENERAL

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

#### C2.1.2 DESCRIPTION OF ITEMS IN THE SCHEDULE

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

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

#### **C2.1.3 QUANTITIES REFLECTED IN THE SCHEDULE**

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

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

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

#### **C2.1.4 PROVISIONAL SUMS**

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

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

#### **C2.1.5 PRICING OF THE BILL OF QUANTITIES**

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

The prices and rates to be inserted by the Tenderer in the Bill of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

Page 1 of 9

For Internal & External Use Effective date 5 July 2022



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### C2.1.6 VALUE ADDED TAX

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

#### **C2.1.7 CORRECTION OF ENTRIES**

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

#### **C2.1.8 ARITHMETICAL ERRORS**

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

#### **C2.1.9 CONTRACT DOCUMENTS**

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

#### **C2.1.10 UNITS OF MEASUREMENT**

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

No. = Number
% = Percent
Sum = Lump sum
PCsum = Prime cost sum
Prov sum = Provisional sum

m<sup>3</sup>.km = Cubic metre - kilometre

Km-pas = kilometre - pass m².pass = square metre - pass

#### **C2.1.11 TRADE NAMES**

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

#### **C2.1.12 CONTRACT DOCUMENTS**

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

#### C2.1.13 PAYMENTS

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

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

#### **C2.1.14 ACCOMMODATION ON SITE**

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

#### C2.1.15 LOCAL MATERIAL UTILISATION REPORT (LOCAL CONTENT)

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

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

Page 4 of 9

For Internal & External Use

Effective date 5 July 2022

Version: 2022/04



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

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

#### C2.1.16 CONTRACT PARTICIPATION GOALS

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

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

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

#### C2.1.16.1 Minimum 30% Sub-contracting Contract Participation Goal

MINIMUM 30% MANDATORY SUBCONTRACTING TO SMMES: IMPLEMENTATION OF PREFERENCIAL PROCUREMENT RGULATIONS 2017

30% Mandatory subcontracting is not applicable to this project.

Provision is made within the Contract Participation Goal section in the Bill of Quantities for thirty percent (30%) subcontracting to SMMEs in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.5.1. The contractor shall price his Profit and Attendance, all inclusive of associated costs to the contractor for implementation. Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

# C2.1.16.2 MINIMUM TARGETED LOCAL BUILDING MATERIAL MANUFACTURERS CONTRACT PARTICIPATION GOAL

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

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

# C2.1.16.3 MINIMUM TARGETED LOCAL BUILDING MATERIAL SUPPLIERS CONTRACT PARTICIPATION GOAL

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

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

# C2.1.16.4 MINIMUM TARGETED LOCAL LABOUR SKILLS DEVELOPMENT CONTRACT PARTICIPATION GOAL

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

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

# C2.1.16.5 CIDB BUILD PROGRAMME: MINIMUM TARGETED ENTERPRISE DEVELOPMENT: CONTRACT PARTICIPATION GOALS (CPG)

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

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

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

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

# C2.1.16.6 CIDB BUILD PROGRAMME: MINIMUM TARGETED TARGETED CONTRACT SKILLS DEVELOPMENT GOALS (CSDG)

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

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 "Tenderr" or "Tenderer".

Page 6 of 9
For Internal & External Use

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

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

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

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

#### **Payment**

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

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

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

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

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

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

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

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

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

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

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

The contractor shall apportion the cost of accommodating work integrated learners (P1 and P2 learners) and candidates for professional registration by using Table 3 in the Standard and this cost will be used to determine the Rand value and will be used in determining the contract participation goal in the Bills of Quantities.

**Table 3: Notional Cost of Training; Headcount** 

Source: cidb Standard for Skills Development

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

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

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

Contract amount R65 700 000 Contract duration 12 Months **CSDG** 0.50%

Minimum CSDG target 0,50% x R65 700 000 = R328 500 (Minimum requirement)

Table 4: Notional cost recalculation upon appointment of beneficiaries

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

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". Page 8 of 9 Version: 2022/04



#### C2.1.16.7 NATIONAL YOUTH SERVICE TRAINING AND DEVELOPMENT PROGRAMME

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

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

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

#### C2.1.16.8 LABOUR-INTENSIVE WORKS

#### Labour Intensive Works is applicable to this project

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

#### C2.2 Submission of Accrual Reports

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





# PG-03.1 (EC) SITE INFORMATION - (GCC (2010) 2<sup>nd</sup> EDITION: 2010)

Project title:	Magatle Police Station: Installation of a Generator		
Tender no:	PLK23/08	Reference no:	-

# **C4 Site Information**

Magatle Police Station

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".

Page 1 of 1



# NATIONAL DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE

### **ELECTRICAL ENGINEERING SERVICES**

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

**MAGATLE SAPS** 

Date: AUGUST 2022

**Engineering Services Chief Directorate** 

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

# **Table of Contents**

1.	SECTION 1 - GENERAL	2
1.1.	Intent of Specification	2
1.2.	Standards and Codes	2
1.3.	Compliance with Regulations	
1.4.	Scope of Work	2
1.5.	Co-ordinating	3
1.6.	Tests Certificates and Inspections	3
1.7.	Operating and Maintenance Manuals	3
1.8.	Guarantee	3
1.9.	Materials and Workmanship	
1.10.	Brochures	4
2.	SECTION 2 – EQUIPMENT REQUIREMENTS	
2.1.	Engine	6
2.1.1.	General	
2.1.2.	Rating	
2.1.3.	De-Rating	
2.1.4.	Starting and Stopping	
2.1.5.	Starter Battery	
2.1.6.	Cooling	
2.1.7.	Lubrication	
2.1.8.	Fuel Pump	
2.1.9.	Fuel Tank	
2.1.10.	Governor	8
2.1.11.	Flywheel	
2.1.12.	Exhaust Silencer	
	Accessories	გ
2.1.14.	Exhaust emissions	გ
	Alternator	9
2.2.1.	General	
2.2.2.	Regulation	ษ
2.2.3.	Performance	ອ
2.2.4.	Coupling	ອ ດ
2.3.	Switchboard	. J
2.3.1.	General	 0
2.3.2.	Protection and Alarm Devices	
2.3.3. 2.3.4.	Modular Generator Set controller	
2.3.4. 2.3.5.	Manual Starting	1.1 1.1
2.3.5. 2.3.6.	Battery Charging Equipment	1 <del>-</del> 1⊿
2.3.0. 2.3.7.	Switchboard Instruments	15
2.3.7. 2.3.8.	Marking	15
2.3.6. 2.3.9.	Earthing	15
2.3.9. 2.3.10.	Operation Selector Switch	15
2.3.10. 2.3.11.	Automatic Change-over System	15
2.3.11. 2.3.12.	By-pass Switch and Main Isolator	16
2.3.12.	Start Delay	16
2.3.14.	Stop Delay	16
2.4.	Installation	16
	Warning Notices	
2.6.	Construction	17
2.7.	Operation	17
3.	SECTION 3 – TECHNICAL SPECIFICATION	19
	General	
3.1.	Site Information and Conditions	10
3.2.	Location	10
3.2.1.	LOCATIOIT	. 0

3.2.2.	Site Conditions	19
3.3.	Output and Voltage	
3.4.	Switchboard/Control Panel Unit	20
3.5.	Cables	
3.6.	Engine	20
3.7.	Alternator	20
3.8.	Load Acceptance	20
3.9.	Enclosure	20
3.10.	Alarms	22
3.11.	Remote Control Generator Switch	.22
3.12.	Fuel Drip Tray	.22
3.13.	Completion Time	.23
3.14.	Inform	.23
3.15.	Fuel Supply Tank	.23
4.	SECTION 4 – SCHEDULES OF TECHNICAL INFORMATION	.25
4.1.		
	Engine	25
	Engine	
4.2.	Alternator	.27
4.2. 4.3.	Alternator	.27 .28
4.2. 4.3. 4.4.	Alternator Switchboard Battery	.27 .28 .29
4.2. 4.3. 4.4. 4.5.	Alternator Switchboard Battery Dimensions	.27 .28 .29
4.2. 4.3. 4.4.	Alternator Switchboard Battery Dimensions Deviation from the Specification as an Alternative (State Briefly)	.27 .28 .29 .29
4.2. 4.3. 4.4. 4.5. 4.6.	Alternator Switchboard Battery Dimensions Deviation from the Specification as an Alternative (State Briefly) Spare Parts and Maintenance Facilities	.27 .28 .29 .29
4.2. 4.3. 4.4. 4.5. 4.6. 4.7. <b>5.</b>	Alternator Switchboard Battery Dimensions Deviation from the Specification as an Alternative (State Briefly) Spare Parts and Maintenance Facilities SECTION 5 – PRICE SCHEDULES	.27 .28 .29 .29 .29
4.2. 4.3. 4.4. 4.5. 4.6. 4.7. <b>5.</b>	Alternator Switchboard Battery Dimensions Deviation from the Specification as an Alternative (State Briefly) Spare Parts and Maintenance Facilities SECTION 5 – PRICE SCHEDULES General	.27 .28 .29 .29 .29 .31
4.2. 4.3. 4.4. 4.5. 4.6. 4.7. <b>5.</b>	Alternator Switchboard Battery Dimensions Deviation from the Specification as an Alternative (State Briefly) Spare Parts and Maintenance Facilities SECTION 5 – PRICE SCHEDULES	.27 .29 .29 .29 .31

# **SECTION 1 – GENERAL**

# **TABLE OF CONTENTS**

1.1.	Intent of Specification	.2
1.2.	Standards and Codes	
1.3.	Compliance with Regulations	
1.4.	Scope of Work	2
1.5.	Co-ordinating	3
1.6.	Tests Certificates and Inspections	
1.7.	Operating and Maintenance Manuals	
1.8.	Guarantee	3
1.9.	Materials and Workmanship	4
1.10.	Brochures	

#### 1. SECTION 1 - GENERAL

#### 1.1. Intent of Specification

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

For the purposes of this document the following applies:

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

#### 1.2. Standards and Codes

All standards referenced shall be the latest editions.

SANS 10142-1 the wiring of premises: Low Voltage Installations

SANS 8528 Reciprocating internal combustion engine driven alternating current

generating sets.

SANS 60034 Rotating electrical Machines SANS IEC 60947 Low Voltage Switchgear

OHSACT Occupational Health and Safety Act.
Department of Public Works Quality Specification Parts A, B and C.

Local municipality by-laws for generator installations. (To be obtained from local municipality)

# 1.3. Compliance with Regulations

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

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

#### 1.4. Scope of Work

Included in this Outdoor Generator Specification

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

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

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

# 1.5. Co-ordinating

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

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

### 1.6. Tests Certificates and Inspections

The following tests are to be carried out:

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

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

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

## 1.7. Operating and Maintenance Manuals

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

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

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

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

#### 1.8. Guarantee

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

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

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

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

# 1.9. Materials and Workmanship

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

## 1.10. Brochures

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

# **SECTION 2 – EQUIPMENT REQUIREMENTS**

# **TABLE OF CONTENTS**

2.1.	Engine	6
2.1.1.	General	6
2.1.2.	Rating	6
2.1.3.	De-Rating	6
2.1.4.	Starting and Stopping	6
2.1.5.	Starter Battery	6
2.1.6.	Cooling	7
2.1.7.	Lubrication	7
2.1.8.	Fuel Pump	7
2.1.9.	Fuel Tank	7
2.1.10.	Governor	8
2.1.11.	Flywheel	8
2.1.12.	Exhaust Silencer	8
2.1.13.	Accessories	8
2.1.14.	Exhaust emissions	8
2.2.	Alternator	9
2.2.1.	General	9
2.2.2.	Regulation	
2.2.3.	Performance	9
2.2.4.	Coupling	9
2.3.	Switchboard	9
2.3.1.	General	9
2.3.2.	Construction	. 9
2.3.3.	Protection and Alarm Devices	10
2.3.4.	Modular Generator Set controller	11
2.3.5.	Manual Starting	14
2.3.6.	Battery Charging Equipment	14
2.3.7.	Switchboard Instruments	15
2.3.8.	Marking	15
2.3.9.	Earthing	15
2.3.10.	Operation Selector Switch	15
2.3.11.	Automatic Change-over System	15
2.3.12.	By-pass Switch and Main Isolator	16
2.3.13.	Start Delay	16
2.3.14.	Stop Delay	16
2.4.	Installation	16
2.5.	Warning Notices	16
2.6.	Construction	17
2.7.	Operation	17

# 2. SECTION 2 - EQUIPMENT REQUIREMENTS

# 2.1. Engine

#### 2.1.1. General

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

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

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

#### 2.1.2. Rating

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

#### 2.1.3. De-Rating

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

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

#### 2.1.4. Starting and Stopping

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

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

#### 2.1.5. Starter Battery

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

#### 2.1.6. Cooling

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

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

#### 2.1.7. Lubrication

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

#### 2.1.8. Fuel Pump

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

#### 2.1.9. Fuel Tank

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

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

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

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

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

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

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

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

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

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

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

#### 2.1.10. Governor

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

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

#### 2.1.11. Flywheel

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

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

# 2.1.12. Exhaust Silencer

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

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

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

#### 2.1.13. Accessories

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

#### 2.1.14. Exhaust emissions

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

#### 2.2. Alternator

#### 2.2.1. General

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

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

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

#### 2.2.2. Regulation

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

#### 2.2.3. Performance

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

#### 2.2.4. Coupling

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

# 2.3. Switchboard

#### 2.3.1. General

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

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

#### 2.3.2. Construction

The switchboard shall be enclosed in the steel enclosure.

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

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

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

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

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

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

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

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

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

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

## 2.3.3. Protection and Alarm Devices

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 2.3.4. Modular Generator Set controller

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

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

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

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

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

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

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

The controller will incorporate the following functions:

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

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

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

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

The modular generator set controller must monitor the following

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

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

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

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

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

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

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

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

All timers will be implemented in software.

Incoming supply failure timer

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

A timer adjustable from 1 s to 10 s required

The timer default value will be generator set to 3 s

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

Incoming supply restoration timer

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

A timer adjustable from 1 s to 10 s required.

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

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

Alternator supply/ incoming supply change-over timer

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

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

### Engine cooling-off timer

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

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

#### Repeat- start control

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

The repeat-start attempt will be repeated 3 times.

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

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

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

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

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

Conditions one to six above will stop the engine.

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

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

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

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

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

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

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

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

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

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

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

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

#### 2.3.5. Manual Starting

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

#### 2.3.6. Battery Charging Equipment

Each switchboard shall be equipped with battery charging equipment.

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

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

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

#### 2.3.7. Switchboard Instruments

Each generating set shall have a switchboard equipped as follows:

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

#### 2.3.8. Marking

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

#### 2.3.9. Earthing

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

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

#### 2.3.10. Operation Selector Switch

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

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

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

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

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

## 2.3.11. Automatic Change-over System

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

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

#### 2.6. Construction

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

The frame must be of the 'DUPLEX' type.

# 2.7. Operation

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

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

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

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

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

# **TABLE OF CONTENTS**

3.1.	General	19
3.2.	Site Information and Conditions	19
3.2.1.	Location	19
3.2.2.	Site Conditions	19
3.3.	Output and Voltage	19
3.4.	Switchboard/Control Panel Unit	20
3.5.	Cables	20
3.6.	Engine	20
3.7.	Alternator	20
3.8.	Load Acceptance	20
3.9.	Enclosure	20
3.10.	Alarms	22
3.11.	Remote Control Generator Switch	22
3.12.	Fuel Drip Tray	22
3.13.	Completion Time	23
3.14.	Inform	23
3.15.	Fuel Supply Tank	23

#### 3. SECTION 3 - TECHNICAL SPECIFICATION

#### 3.1. General

Supply, deliver, install, commission, test and maintain an emergency generating set at <u>Magatle South African Police Services (SAPS)</u>, Magatle, South Africa.

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

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

Concrete plinth to be provided as per drawing
---

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

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

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

## 3.2. Site Information and Conditions

#### 3.2.1. Location

The site is at Magatle SAPS, Magatle Village, 0631.

#### 3.2.2. Site Conditions

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

a)	Height above sea level	: <u>905</u> Meter
b)	Maximum ambient temperature	: °C
c)	Maximum ambient humidity at lowest temperature	: %

#### 3.3. Output and Voltage

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

No load voltage : 400/230 Volt Rating : 200kVA Power at 0.9 power factor : 180kW Frequency Fault Level

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

Discharge lighting Fluorescent lighting Heaters & plugs Computers & radios Petrol Pump

#### 3.4. Switchboard/Control Panel Unit

All switch- and control gear shall be rated for a fault current level of 6kA.

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

50Hz

6kA

#### 3.5. Cables

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

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

 DB Main – ATS Panel
 PVC/SWA/PVC Cable 4 core
 BCEW

 DB Main – ATS Panel
 95 mm²
 50 mm²

 DB Main – ATS Panel
 95 mm²
 50 mm²

# 3.6. Engine

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

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

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

The flywheel shall be covered by approved hoods.

#### 3.7. Alternator

The Alternator shall be of the low harmonic type.

## 3.8. Load Acceptance

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

#### 3.9. Enclosure

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

## 3.9.1 General

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

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

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

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

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

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

No flexible restraints will be accepted.

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

Unless specified the silencers shall be mounted within the enclosure.

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

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

#### 9.2 Design

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

#### 9.3 Roof

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

#### 9.4 Lamp fitting

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

## 9.5 Sound-proofing

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

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

#### 9.6 Padlock and keys

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

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

#### 3.10. Alarms

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

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

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

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

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

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

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

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

# 3.11. Remote Control Generator Switch

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

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

#### 3.12. Fuel Drip Tray

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

# 3.13. Completion Time

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

#### 3.14. Inform

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

# 3.15. Fuel Supply Tank

The fuel tank shall be an integral part of the base frame of the generator set. The tank shall have sufficient capacity to run the engine on full load for a period of 72 hours. The base tank shall be an open channel self-bund walled type that shall be of sufficient capacity to contain a spillage equivalent to 110% in volume of the base tank. The containment tank shall be manufactured from black mild steel with a thickness of not less than 2mm.

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

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

# **TABLE OF CONTENTS**

4.1.	Engine	25
4.2.	Alternator	27
4.3.	Switchboard	28
4.4.	Battery	29
4.5.	Dimensions	29
4.6.	Deviation from the Specification as an Alternative (State Briefly)	29
4.7.	Spare Parts and Maintenance Facilities	29

# 4. SECTION 4 - SCHEDULES OF TECHNICAL INFORMATION

# 4.1. Engine

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

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

# 4.2. Alternator

NO	ITEM	REMARKS
1.	Maker's name and model no.	
2.	Country of Origin and year of manufacture	
3.	Type of enclosure	
4.	Nominal speed in r.p.m.	
5.	Number of bearings	
6.	Terminal voltage	
7.	Sea level rating kVA at 0,9 power factor	
8.	De-rating for site conditions	
9.	Input required in kW	
10.	Method of excitation	
11.	a) Full load b) ¾ load c) ½ load	
12.	Maximum permanent voltage variation in %	
13.	Transient voltage dip on full load	
14.	Voltage recovery on full load application in milli- seconds	
15.	Is alternator brushless?	
16.	Class of insulation of windings	
17.	Is alternator tropicalised?	
18.	Symmetrical short circuit current at terminals n Ampere	
19.	Type of Coupling	

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

# 4.4. Battery

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

# 4.5. Dimensions

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

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

NO	DESCRIPTION	

# 4.7. Spare Parts and Maintenance Facilities

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

# **SECTION 5 - PRICE SCHEDULES**

# **TABLE OF CONTENTS**

5.1.	General	}
5.2.	Schedule	· }·
5.3.	Summary of Schedules of Quantities	Z

# 5. SECTION 5 - PRICE SCHEDULES

#### 5.1. General

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

# 5.2. Schedule



# **SAMPLE SPECIFICATION**

**FOR THE** 

**ELECTRICAL INSTALLATION** 

IN MAGATLE POLICE STATION LIMPOPO

WCS: 056032

**AUGUST 2022** 

# SAMPLE SPECIFCATION FOR THE ELECTRICAL INSTALLATION

# OF A COMPREHENSIVE SERVICE

# AT MAGATLE POLICE STATION LIMPOPO

**CONSISTING OF:** 

SECTION C3.....: ELECTRICAL INSTALLATION WORK

# In part C3 see separate documents for:

Building work Mechanical work Fire detection work Generator Lift Etc.

INDEX	
SPECIFICATION FOR ELECTRICAL WORK	1
SPECIFICATION FOR ELECTRICAL WORK	2
PART 2: INSTALLATION DETAILS	10
PART 3: SPECIFICATION FOR MATERIALS AND EQUIPMENT OF ELECTRICAL INSTALLATIONS	17
PART 4: BILLS OF QUANTITIES	21
PART 5: ELECTRICAL WORK MATERIAL SCHEDULE	22
DART 6: DRAMINGS	22

# SPECIFICATION FOR ELECTRICAL WORK

# PART 1 - GENERAL

# CONTENTS

1	TESTS	2
2	MAINTENANCE OF INSTALLATIONS	2
3	REGULATIONS	2
4	NOTICES AND FEES	2
5	SCHEDULE OF FITTINGS	2
6	QUALITY OF MATERIALS	2
7	CONDUIT AND ACCESSORIES	2
8	CONDUIT IN ROOF SPACES	3
9	SURFACE MOUNTED CONDUIT	4
10	CONDUIT IN CONCRETE SLABS	4
11	FLEXIBLE CONNECTIONS FOR CONNECTING UP OF STOVES, MACHINES, ETC	5
12	WIRING:	5
13	SWITCHES AND SOCKET OUTLETS	5
14	SWITCHGEAR	6
15	SWITCHBOARDS	6
16	WORKMANSHIP AND STAFF	6
17	CERTIFICATE OF COMPLIANCE	6
18	EARTHING OF INSTALLATION	6
19	MOUNTING AND POSITIONING OF LUMINAIRES	8

# **PART 1 - GENERAL**

#### 1 TESTS

After completion of the works and before practical completion is achieved, a full test will be carried out on the installation for a period of sufficient duration to determine the satisfactory working thereof. During this period the installations will be inspected and the Contractor shall make good, to the satisfaction of the Principle Agent/Electrical Engineer or the employer, any defects which may arise.

The Contractor shall provide all instruments and equipment required for testing and any water, power and fuel required for the commissioning and testing of the installations at completion.

#### 2 MAINTENANCE OF INSTALLATIONS

With effect from the date of the Practical completion Certificate the Contractor shall at his own expense undertake the regular servicing of the installation during the maintenance period and shall make all adjustments necessary for the correct operation thereof.

If during the said period the installations is not in working order for any reason for which the Contractor is responsible, or if the installations develops defects, he shall immediately upon being notified thereof take steps to remedy the defects and make any necessary adjustments.

Should such stoppages however be so frequent as to become troublesome, or should the installations otherwise prove unsatisfactory during the said period the Contractor shall, if called upon by the Principle Agent/Electrical Engineer or the Employer, at his own expense replace the whole of the installations or such parts thereof as the Principal Agent/Electrical Engineer or the Employer may deem necessary with apparatus specified by the Principal Agent/Electrical Engineer or the Employer.

#### 3 REGULATIONS

The installation shall be erected and tested in accordance with the Acts and Regulations as indicated in the scope of works

#### 4 NOTICES AND FEES

The Contractor shall give all notices required by and pay all necessary fees, including any inspection fees, which may be due to the local Supply Authority.

On production of the official account, only the net amount of the fee charged by the Supply Authority for connection of the installation to the supply mains, will be refunded to the Contractor by the Employer.

#### 5 SCHEDULE OF FITTINGS

In all instances where schedule of light, socket outlet and power points are attached to or included on the drawings, these schedules are to be regarded as forming part of the specification.

## **6 QUALITY OF MATERIALS**

Only materials of first class quality shall be used and all materials shall be subject to the approval of the Employer. Departmental specifications for various materials to be used on this Contract are attached to and form part of this specification.

Wherever applicable the material is to comply with the relevant South African Bureau of Standards, specifications, or to IEC Specifications, where no SANS Specifications exist.

Materials wherever possible, must be of South African manufacture.

# 7 CONDUIT AND ACCESSORIES

The type of conduit and accessories required for the service, i.e. whether the conduit and accessories shall be of the screwed type, plain-end type or of the non-metallic type and whether metallic conduit shall be

black enamelled or galvanised, is specified in Part 2 of this specification.

Unless other methods of installation are specified for certain circuits, the installation shall be in conduit throughout. No open wiring in roof spaces or elsewhere will be permitted.

The conduit and conduit accessories shall comply fully with the applicable SANS specifications as set out below and the conduit shall bear the mark of approval of the South African Bureau of Standards.

- a) Screwed metallic conduit and accessories: SANS 61386-1 and 21.
- b) Plain-end metallic conduit and accessories: SANS 61386-1 and 21.
- c) Non-metallic conduit and accessories: SANS 61386-1 and 21.

All conduit fittings except couplings, shall be of the inspection type. Where cast metal conduit accessories are used, these shall be of malleable iron. Zinc base fittings will not be allowed.

Bushes used for metallic conduit shall be brass and shall be provided in addition to locknuts at all points where the conduit terminates at switchboards, switch-boxes, draw-boxes, etc.

Draw-boxes are to be provided in accordance with the "Wiring Code" and wherever necessary to facilitate easy wiring.

For light and socket outlet circuits, the conduit used shall have an external diameter of 20mm. In all other instances the sizes of conduit shall be in accordance with the "Wiring Code" for the specified number and size of conductors, unless otherwise directed in part 2 of this specification or indicated on the drawings.

Only one manufactured type of conduit and conduit accessories will be permitted throughout the installation.

Running joints in screwed conduit are to be avoided as far as possible and all conduit systems shall be set or bent to the required angles. The use of normal bends must be kept to a minimum with exception of larger diameter conduits where the use of such bends is essential.

All metallic conduit shall be manufactured of mild steel with a minimum thickness of 1,2mm for plain-end conduit and 1,6mm in respect of screwed conduit.

<u>Under no circumstances will conduit having a wall thickness of less than 1,6mm be allowed in screed laid on top of concrete slabs.</u>

Bending and setting of conduit must be done with special bending apparatus manufactured for the purpose and which are obtainable from the manufacturers of the conduit systems. Damage to conduit resulting from the use of incorrect bending apparatus or methods applied must on indication by the Department's inspectorate staff, be completely removed and rectified and any wiring already drawn into such damaged conduits must be completely renewed at the Contractor's expense.

Conduit and conduit accessories used for flame-proof or explosion proof installations and for the suspension of luminaires as well as all load bearing conduit shall in all instances be of the metallic screwed type.

All conduit and accessories used in areas within 50 km of the coast shall be galvanised to SANS 32 and SANS 121.

Tenderers must ensure that general approval of the proposed conduit system to be used is obtained from the local electricity supply authority prior to the submission of their tender. Under no circumstances will consideration be given by the Department to any claim submitted by the Contractor, which may result from a lack of knowledge in regard to the supply authority's requirements.

#### 8 CONDUIT IN ROOF SPACES

Conduit in roof spaces shall be installed parallel or at right angles to the roof members and shall be secured at intervals not exceeding 1,5m by means of saddles screwed to the roof timbers.

Nail or crampets will not be allowed.

Where non-metallic conduit has been specified for a particular service, the conduit shall be supported and fixed with saddles with a maximum spacing of 450 mm. The Contractor shall supply and install all additional supporting timbers in the roof space as required.

Under flat roofs, in false ceilings or where there is less than 0,9m of clearance, or should the ceilings be insulated with glass wool or other insulating material, the conduit shall be installed in such a manner as to allow for all wiring to be executed from below the ceilings.

Conduit runs from distribution boards shall, where possible terminate in fabricated sheet steel draw-boxes installed directly above or in close proximity to the boards.

#### 9 SURFACE MOUNTED CONDUIT

Wherever possible, the conduit installation is to be concealed in the building work; however, where unavoidable or otherwise specified under Part 2 of the specification, conduit installed on the surface must be plumbed or levelled and only straight lengths shall be used.

The use of inspection bends is to be avoided and instead the conduit shall be set uniformly and inspection coupling used where necessary.

No threads will be permitted to show when the conduit installation is complete, except where running couplings have been employed.

Running couplings are only to be used where unavoidable, and shall be fitted with a sliced couplings as a lock nut.

Conduit is to be run on approved spaced saddles rigidly secured to the walls.

Alternatively, fittings, tees, boxes, couplings etc., are to be cut into the surface to allow the conduit to fit flush against the surface. Conduit is to be bedded into any wall irregularities to avoid gaps between the surface and the conduit.

Crossing of conduits is to be avoided, however, should it be necessary purpose-made metal boxes are to be provided at the junction. The finish of the boxes and positioning shall be in keeping with the general layout.

Where several conduits are installed side by side, they shall be evenly spaced and grouped under one purpose-made saddle.

Distribution boards, draw-boxes, industrial switches and socket outlets etc., shall be neatly recessed into the surface to avoid double sets.

In situations where there are no ceilings the conduits are to be run along the wall plates and the beams.

Painting of surface conduit shall match the colour of the adjacent wall finishes.

Only approved plugging materials such as aluminium inserts, fibre plugs, plastic plugs, etc., and round-head screws shall be used for fixing saddles, switches, socket outlets, etc., to walls, wood plugs and the plugging in joints in brick walls are not acceptable.

#### 10 CONDUIT IN CONCRETE SLABS

In order not to delay building operations the Contractor must ensure that all conduits and other electrical equipment which are to be cast in the concrete columns and slabs are installed in good time.

The Contractor shall have a representative in attendance at all times when the casting of concrete takes place.

Draw-boxes, expansion joint boxes and round conduit boxes are to be provided where necessary. Sharp

bends of any nature will not be allowed in concrete slabs.

Draw and/or inspection boxes shall be grouped under one common cover plate, and must preferable be installed in passages or male toilets.

All boxes, etc., are to be securely fixed to the shuttering to prevent displacement when concrete is cast. The conduit shall be supported and secured at regular intervals and installed as close as possible to the neutral axis of concrete slabs and/or beams.

Before any concrete slabs are cast, all conduit droppers to switchboards shall be neatly spaced and rigidly fixed.

#### 11 FLEXIBLE CONNECTIONS FOR CONNECTING UP OF STOVES, MACHINES, ETC.

Flexible tubing connections shall be of galvanised steel construction, and in damp situations of the plastic sheathed galvanised steel type. Other types may only be used subject to the prior approval of the Department's site electrical representative.

Connectors for coupling onto the flexible tubing shall be of the gland or screw-in types, manufactured of either brass or cadmium or zinc plated mild steel, and the connectors after having been fixed onto the tubing, shall be durable and mechanically sound.

Aluminium and zinc alloy connectors will not be acceptable.

#### 12 WIRING:

Except where otherwise specified in Part 2 of this specification, wiring shall be carried out in conduit throughout. Only one circuit per conduit will be permitted.

No wiring shall be drawn into conduit until the conduit installation has been completed and all conduit ends provided with bushes. All conduits to be clear of moisture and debris before wiring is commenced.

Unless otherwise specified in Part 2 of this specification or indicated on the service drawings, the wiring of the installation shall be carried out in accordance with the "Wiring Code". Further to the requirements concerning the installation of earth conductors to certain light points as set out in the "Wiring Code", it is a specific requirement of this document that where plain-end metallic conduit or non-metallic conduit has been used, earth conductors must be provided and drawn into the conduit with the main conductors to all points, including all luminaires and switches throughout the installation.

Wiring for lighting circuits is to be carried out with 1,5mm² conductors and a 1,5mm²-earth conductor. For socket outlet circuits the wiring shall comprise 4mm² conductors and a 2,5mm²-earth conductor. In certain instances, as will be directed in Part 2 of this specification, the sizes of the aforementioned conductors may be increased for specified circuits. Sizes of conductors to be drawn into conduit in all other instances, such as feeders to distribution boards, power points etc., shall be as specified elsewhere in this specification or indicated on the drawings. Sizes of conductors not specified must be determined in accordance with the "Wiring Code".

The loop-in system shall be followed throughout, and no joints of any description will be permitted.

The wiring shall be done in PVC insulated 600/1000 V grade cable to SANS 1507.

Where cable ends connect onto switches, luminaires etc., the end strands must be neatly and tightly twisted together and firmly secured. Cutting away of wire strands of any cable will not be allowed.

#### 13 SWITCHES AND SOCKET OUTLETS

All switches and switch-socket outlet combination units shall conform to the Department Quality Specifications, which form part of this specification.

No other than 16 A 3 pin sockets are to be used, unless other special purpose types are distinctly specified or shown on the drawings.

All light switches shall be installed at 1,4m above finished floor level and all socket outlets as directed in the Schedule of Fittings which forms part of this specification or alternatively the height of socket outlets may be indicated on the drawings.

#### 14 SWITCHGEAR

Switchgear, which includes circuit breakers, iron-clad switches, interlocked switch-socket outlet units, contactors, time switches, etc., is to be in accordance with the Departmental Quality Specifications which form part of this specification and shall be equal and similar in quality to such brands as may be specified.

For uniform appearance of switchboards, only one approved make of each of the different classes of switchgear mentioned in the Quality Specifications shall be used throughout the installations.

#### 15 SWITCHBOARDS

All boards shall be in accordance with the types as specified, be constructed according to the detail or type drawings and must be approved by the Employer before installation.

In all instances where provision is to be made on boards for the supply authority's main switch and/or metering equipment the contractor must ensure that all requirements of the authorities concerned in this respect are met.

Any construction or standard type aboard proposed, as an alternative to that specified must have the prior approval of the Employer.

All busbars, wiring, terminals, etc., are to be adequately insulated and all wiring is to enter the switchgear from the back of the board. The switchgear shall be mounted within the boards to give a flush front panel. Cable and boxes and other ancillary equipment must be provided where required.

Clearly engraved labels are to be mounted on or below every switch. The working of the labels in English, is to be according to the lay-out drawings or as directed by the Electrical Engineer and must be confirmed on site. Flush mounted boards to be installed with the top of the board 2,0m above the finished floor level.

#### 16 WORKMANSHIP AND STAFF

Except in the case of electrical installations supplied by a single-phase electricity supply at the point of supply, an accredited person shall exercise general control over all electrical installation work being carried out.

The workmanship shall be of the highest grade and to the satisfaction of the Employer.

All inferior work shall, on indication by the Employer's inspecting officers, immediately be removed and rectified by and at the expense of the Contractor.

# 17 VERIFICATION AND CERTIFICATION OF ELECTRICAL INSTALLATION (CERTIFICATE OF COMPLIANCE AND TEST REPORT

On completion of the service, a certificate of compliance must be issued to the Principal Agent/Electrical Engineer or Employer in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) in the format as set out in SANS 10142-1 & 2.

#### 18 EARTHING OF INSTALLATION

#### Main earthing

The type of main earthing must be as required by the supply authority if other than the Employer, and in any event as directed by the Principal Agent/Electrical Engineer, who may require additional earthing to meet test standards.

Where required an earth mat shall be provided, the minimum size, unless otherwise specified, being 1.0m

x 1,0m and consisting of 4mm diameter hard-drawn bare copper wires at 250mm centres, brazed at all intersections.

Alternatively or additionally earth rods or trench earths may be required as specified or directed by the Electrical Engineer.

Installations shall be effectively earthed in accordance with the "Wiring Code" and to the requirements of the supply authority. All earth conductors shall be stranded copper with or without green PVC installation.

Connection from the main earth bar on the main board must be made to the cold water main, the incoming service earth conductor, if any and the earth mat or other local electrode by means of 12mm x 1,60 mm solid copper strapping or 16 mm² stranded (not solid) bare copper wire or such conductor as the Department's representative may direct. Main earth copper strapping where installed below 3m from ground level, must be run in 20 mm diameter conduit securely fixed to the walls.

All other hot and cold water pipes shall be connected with 12mm x 0,8mm perforated for solid copper strapping (not conductors) to the nearest switchboard. The strapping shall be fixed to the pipework with brass nuts and bolts and against walls with brass screws at 150-mm centres. In all cases where metal water pipes, down pipes, flues, etc., are positioned within 1,6m of switchboards an earth connection consisting of copper strapping shall be installed between the pipework and the board. In vertical building ducts accommodating both metal water pipes and electrical cables, all the pipes shall be earthed at each distribution board.

#### Roofs, gutters and down pipes

Where service connections consist of overhead conductors, all metal parts of roofs, gutters and down pipes shall be earthed. One bare 10mm² copper conductor shall be installed over the full length of the ceiling void, fixed to the top purlin and connected to the main earth conductor and <u>each</u> switchboard. The roof and gutters shall be connected at 15m intervals to this conductor by means of 12mm X 0,8mm copper strapping (not conductors) and galvanised bolts and nuts. Self-tapping screws are not acceptable. Where service connections consist of underground supplies, the above requirements are not applicable.

#### Sub-distribution boards

A separate earth connection shall be supplied between the earth busbar in each sub-distribution board and the earth busbar in the Main Switchboard. These connections shall consist of a bare or insulated stranded copper conductors installed along the same routes as the supply cables or in the same conduit as the supply conductors. Alternatively armoured cables with earth continuity conductors included in the armouring may be utilised where specified or approved.

#### **Sub-circuits**

The earth conductors of fall sub-circuits shall be connected to the earth busbar in the supply board in accordance with SANS 10142.

#### Ring Mains

Common earth conductors may be used where various circuits are installed in the same wire way in accordance with SANS 10142. In such instances the sizes of earth conductors shall be equivalent to that of the largest current carrying conductor installed in the wire way, alternatively the size of the conductor shall be as directed by the Engineer. Earth conductors for individual circuits branching from the ring main shall by connected to the common earth conductor with T-ferrules or soldered. The common earth shall not be broken.

#### Non-metallic Conduit

Where non-metallic conduit is specified or allowed, the installation shall comply with the Department's standard quality specification for "conduit and conduit accessories".

Standard copper earth conductors shall be installed in the conduits and fixed securely to all metal appliances and equipment, including metal switch boxes, socket-outlet boxes, draw-boxes, switchboards,

luminaires, etc. The securing of earth conductors by means of self-threading screws will not be permitted.

#### Flexible Conduit

An earth conductor shall be installed in all non-metal flexible conduit. This earth conductor shall not be installed externally to the flexible conduit but within the conduit with the other conductors. The earth conductor shall be connected to the earth terminals at both ends of the circuit.

#### Connection

Under no circumstances shall any connection points, bolts, screws, etc., used for earthing be utilised for any other purpose. It will be the responsibility of the Contractor to supply and fit earth terminals or clamps on equipment and materials that must be earthed where these are not provided.

Unless earth conductors are connected to proper terminals, the end shall be tinned and lugged.

#### 19 MOUNTING AND POSITIONING OF LUMINAIRES

The Contractor is to note that in the case of board and acoustic tile ceilings, i.e. as opposed to concrete slabs, close co-operation with the building contractor is necessary to ensure that as far as possible the luminaires are symmetrically positioned with regard to the ceiling pattern.

The layout of the luminaires as indicated on the drawings must be adhered to as far as possible and must be confirmed with the Department's representative.

Fluorescent luminaires installed against concrete ceilings shall be screwed to the outlet boxes and in addition 2 x 6mm expansion or other approved type fixing bolts are to be provided. The bolts are to be  $\frac{3}{4}$  of the length of the luminaires apart.

Fluorescent luminaires to be mounted on board ceilings shall be secured by means of two 40mm x No. 10 round head screws and washers. The luminaires shall also be bonded to the circuit conduit by means of locknuts and brass bushes. The fixing screws are to be placed  $\frac{3}{4}$  of the length of the fitting apart.

Earth conductors must be drawn in with the circuit wiring and connected to the earthing terminal of all fluorescent luminaires as well as other luminaires exposed to the weather in accordance with the "Wiring Code".

Incandescent luminaires are to be screwed directly to outlet boxes in concrete slabs. Against board ceilings the luminaires shall be secured to the brandering or joists by means of two 40mm  $\times$  No. 8 round head screws.

## **PART 2: INSTALLATION DETAILS**

[Omit which is not applicable. <u>Clauses 1 to 10 of Part 2 are standard clauses (which should not be altered)</u> and must be inserted in the document in the order as set out.]

## **CONTENTS**

1	CABLE SLEEVE PIPES	
2	NOTICES	
3	ELECTRICAL EQUIPMENT	. 10
4	DRAWINGS	. 10
5	BALANCING OF LOAD	. 10
6	SERVICE CONDITIONS	
7	SWITCHES AND SOCKET OUTLETS	
8	LIGHT FITTINGS AND LAMPS	
9	EARTHING AND BONDING	.10
10	MAINTENANCE OF ELECTRICAL SUPPLY	.11
11	EXTENT OF WORK	11
12	SUPPLY AND CONNECTION	
13	CONDUIT AND WIRING	
14	POWER POINTS	12
15	CABLES	
16.	DISTRIBUTION BOARDS	15
17.	SUBSTATION	16
18.	SCHEDULE OF CABLES, CONDUIT AND WIRING	16
21.	SCHEDULE OF DISTRIBUTION BOARDS	16
22.	SUMMARY OF SWITCHGEAR AND CIRCUITS	17

#### **PART 2: INSTALLATION DETAILS**

#### 1 CABLE SLEEVE PIPES

Where cables cross under roadways, other services and where cables enter buildings, the cables shall be installed in earthenware or high-density polyethylene pipes.

The ends of all sleeves shall be sealed with a non-hardening watertight compound after the installation of cables. All sleeves intended for future use shall likewise be sealed.

#### 2 NOTICES

The Contractor shall issue all notices and make the necessary arrangements with Supply Authorities, the Postmaster-General, and S.A. Transport Services, Provincial or National Road Authorities and other authorities as may be required with respect to the installation.

#### 3 ELECTRICAL EQUIPMENT

All equipment and fittings supplied must be in accordance with the attached quality specification (Part 3 of this document), suitable for the relevant supply voltage, and frequency and must be approved by the Employers Electrical Engineer.

#### 4 DRAWINGS

The drawings generally show the scope and extent of the proposed work and shall not be held as showing every minute detail of the work to be executed.

The position of power points, switches and light points that may be influenced by built-in furniture must be established on site, prior to these items being built in.

#### 5 BALANCING OF LOAD

The Contractor is required to balance the load as equally as possible over the multiphase supply.

#### 6 SERVICE CONDITIONS

All plant shall be designed for the climatic conditions appertaining to the service.

#### 7 SWITCHES AND SOCKET OUTLETS

The installation of switches and socket outlets must conform to clause 13 of Part 1 of this specification.

#### 8 LIGHT FITTINGS AND LAMPS

The installation and mounting of luminaires must conform to clause 19 of Part 1 of this specification.

All fittings to be supplied by the Contractor shall have the approval of the Employer.

The light fittings must be of the type specified in the Schedule of Light Fittings.

#### 9 EARTHING AND BONDING

The Contractor will be responsible for all earthing and bonding of the building and installation. The earthing and bonding is to be carried out strictly as described in clause 18 of Part 1 of this specification and to the satisfaction of the Employer/s Electrical Engineer.

#### 10 MAINTENANCE OF ELECTRICAL SUPPLY

All interruptions of the electrical supply that may be necessary for the execution of the work, will be subject to prior arrangement between the Contractor and the Client and the Employer's Electrical Engineer.

#### 11 EXTENT OF WORK

The work covered by this contract comprises the complete electrical installation, in working order, as shown on the drawings and as per this specification, including the supply and installation of all fittings and also the installation of such equipment supplied by the Employer.

#### 12 SUPPLY AND CONNECTION

[The supply voltage, responsibility of the Supply Authority and the contractor must be specified]

#### **EXAMPLE:**

The supply will be at 400/230 Volt 50Hz.

#### Standby Plant

The 200kVA standby plant complete with automatic changeover control panel be supplied, installed and commissioned by others.

The Contractor will only be responsible for the supply and installation of the cable connections between the Supply Kiosk, the Charge- over Control Panel and the main DB,

The supply cables are listed in the Schedule of Cables and measured in the Bills of Quantities.

#### 13 CONDUIT AND WIRING

Conduit and conduit accessories shall be black enameled/galvanized screwed conduit or black enameled/galvanized plain end conduit in accordance with SANS 61386.

All conduits, regardless of the system employed, shall be installed strictly as described in the applicable paragraphs of clauses 4 to 8 of Part 1 of the specification. Wiring of the installation shall be carried out as directed in clause 9 part 1 of this specification.

Where plain end conduit is offered all switches and light fittings must be supplied with a permanent earth terminal for the connection of the earth wire.

Lugs held by switch fixing screws or self tapping screws will not be acceptable.

#### 13.1 Telephone Installation

The Contractor shall allow for the complete installation of all conduits, outlet boxes, the communication service provider Distribution boards, sleeve pipes, etc., required for the telephone system as shown on the drawings.

The sizes of all telephone conduits are indicated on the drawings and must be installed in the floor slab. Galvanized steel draw-wires shall be installed in all conduits.

End boxes must consist of a 50mm x 100 mm x 100mm outlet box fitted with suitable blank cover plates, flush mounted 0.4m above floor level.

The communication service provider Distribution Board must consist of a 150mm x 600mm x 600mm metal box and hinged door with a 20mm thick wooden backboard. The board must be flush mounted, 1,37m above the floor.

#### 13.2 Intercom Installation

The supply and installation of the intercom system is not included in this Contract.

The Contractor shall allow for the complete supply and installation of all conduits and outlet boxes required for the intercom installation as shown on the drawings.

The size of all conduits, boxes and mounting heights of the end boxes are indicated on the drawings. Galvanized steel draw-wires shall be installed in all conduits and the boxes fitted with suitable blank cover plates.

#### 13.3 Power Trunking

The Contractor shall be responsible for the supply and installation of all power trunking complete with corner pieces, end pieces, junction pieces, supply conduits, cover plates and power outlets as specified and indicated on the drawings.

The power trunking must comply with SANS 61084. The Contractor must ensure that the power trunking is installed to satisfaction of the Employer's Electrical Engineer before commencing with the wiring of the power trunking.

[The method of installing and wiring of the power trunking must be specified in detail.]

#### 14 POWER POINTS

Allow for the installation of power points and equipment as listed in the schedule, indicated on the drawings and described below:

- 14.1 ELECTRIC STOVE
- 14.2 ELECTRIC COOKING TOP
- 14.3 WATER HEATERS, ETC.

[The power points required for the service must be specified in detail with reference to supplier of the equipment, method of installation and final connection. The size of the conduit/the conductors and cable must be listed in the Schedule of Power Points.]

Example: Water Heaters

The Contractor must electrically connect all water heaters as specified and listed in the Schedule of Power Points.

NOTE:

The hot water installation must be approved by the Employers Electrical Engineer. Detail with regard to the size and type of water heaters that must be provided must be obtained from the Architect.

#### 15 CABLES

The Contractor shall supply and completely install all distribution cables as indicated on the drawings, and listed in the Schedule of Cables.

The storage, transportation, handling and laying of the cables shall be according to first class practice, and the contractor shall have adequate and suitable equipment and labour to ensure that no damage is done to cables during such operations.

The cable-trenches shall be excavated to a depth of 0,9m deep below ground level and shall be 450mm wide for one to three cables, and the width shall be increased where more than three cables are laid together so that the cables may be placed at least two cable diameters apart throughout the run. The bottom of the trench shall be level and clean and the bottom and sites free from rocks or stones liable to cause damage to the cable.

The Contractor must take all necessary precautions to prevent the trenching work being in any way a hazard to the personnel and public and to safeguard all structures, roads, sewage works or other property on the site from any risk of subsidence and damage.

In the trenches the cables shall be laid on a 75mm thick bed of earth and be covered with a 150-mm layer of earth before the trench is filled in.

All joints in underground cables and terminations shall be made either by means of compound filled boxes according to the best established practice by competent cable jointers using first class materials or by means of approved epoxy-resin pressure type jointing kits. Epoxy-resign joints must be made entirely in accordance with the manufacturer's instructions and with materials stipulated in such instructions. Low tension PVCA cables are to be made off with sealing glands and materials designed for this purpose which must be of an approved make. Where cables are cut and not immediately made off, the ends are to be sealed without delay.

The laying of cables shall not be commenced until the trenches have been inspected and approved. The cable shall be removed from the drum in such a way that no twisting, tension or mechanical damage is caused and must be adequately supported at intervals during the whole operation. Particular care must be exercised where it is necessary to draw cables through pipes and ducts to avoid abrasion, elongation or distortion of any kind. The ends of such pipes and ducts shall be sealed to approval after drawing in of the cables.

Backfilling (after bedding) of the trenches is to be carried out with a proper grading of the material to ensure settling without voids, and the material is to be tamped down after the addition of every 150mm. The surface is to be made good as required.

On each completed section of the laid and jointed cable, the insulation resistance shall be tested to approval with an approved "Megger" type instrument of not less than 500 V for low tension cables.

Earth continuity conductors are to be run with all underground cables constituting part of a low tension distribution system. Such continuity conductors are to be stranded bare copper of a cross-sectional area equal to at least half that of one live conductor of the cable, but shall not be less than 4mm² or more than 70mm². A single earth wire may be used as earth continuity conductor for two or more cables run together, branch earth wires being brazed on where required.

#### 15.1 LAYING, JOINTING AND MAKING OFF OF ELECTRICAL CABLES

# [The requirements specified hereafter, are aimed essentially at high tension cable but are also valid for low tension cable, where applicable.]

- 1. The use of the term "Inspector", includes the engineer or inspector of the Department or an empowered person of the concerned supervising consulting engineer's firm.
- 2. No cable is to be laid before the cable trench is approved and the soil qualification of the excavation is agreed upon by the Contractor and inspector.
- After the cable has been laid and before the cable trench is back-filled the inspector must ensure that the cable is properly bedded and that there is no undesirable material included in the bedding layer.
- 4. All cable jointing and the making off of the cables must only be carried out by qualified experienced cable jointers. Helpers of the jointers may not saw, strip, cut, solder, etc. The cable and other work undertaken by them must be carried out under the strict and constant supervision of the jointer.
- 5. Before the Contractor allows the jointer to commence with the jointing work or making off of the

cable (making off is recognized as half a joint) he must take care and ensure:

- 5.1 That he has adequate and suitable material available to complete the joint properly and efficiently. Special attention must be given to ensure the cable ferrules and cable lugs are of tinned copper and of sufficient size. The length of the jointing lugs must be at least six times the diameter of the conductor.
- 5.2 That the joint pit is dry and that all loose stones and material are removed,
- 5.3 That the walls and banks of the joint pit are reasonable firm and free from loose material which can fall into the pit,
- 5.4 That the necessary coffer-dams or retaining walls are made to stop the flow of water into the joint pit,
- 5.5 That the joint pit is provided with suitable groundsheets so that the jointing work is carried out in clean conditions,
- 5.6 That the necessary tents or sails are installed over the joint pit to effectively avert unexpected rainfall and that sufficient light or lighting is provided,
- 5.7 That the necessary means are available to efficiently seal the jointing or cable end when an unexpected storm or cloudburst occurs, regardless of how far the work has progressed,
- 5.8 That the cables and other materials are dry, undamaged and in all respects are suitable for the joint work or making off,
- 5.9 That the heating of cable oil, cable compound, plumbers metal and solder is arranged that they are at the correct temperature when required so that the cable is not unnecessary exposed to the atmosphere and consequently the ingress of moisture (care must be taken of overheating)

Flow temperatures of cable oil and compound must be determined with suitable thermometers. Cable oil and compound must not be heated to exceed the temperatures given on the containers and precaution must be taken to ensure that the tin is not overheated in one position. The whole mass must be evenly and proportionally heated.

(Temperatures of solder and plumbers metal may be tested with brown paper (testing time: 3 seconds). The paper must colour slightly - not black or burnt).

6. Before the paper-insulated cables are joined, they must be tested for the presence of moisture by the cable jointers test. This consists of the insertion of a piece of unhandled insulated impregnated paper tape in warm cable oil heated to a temperature of  $130 \pm 5$ °C.

Froth on the surface of the oil is an indication that moisture is present in the impregnated insulation and the amount of the froth gives an indication of the moisture present.

- 7. If the cable contains moisture or is found to be otherwise unsuitable for jointing or making of the inspector is to be notified immediately and he will issue the necessary instruction to cope with the situation.
- 8. The joint or making off of paper insulated cables must not be commenced during rainy weather.
- 9. Once a joint is in progress the jointer must proceed with the joint until it is complete and before he leaves the site.
- 10. The jointer must ensure that the material and his tools are dry at all times, reasonably clean and absolutely free from soil.
- 11. Relating to the jointing of the cable the following requirements apply:
- 11.1 All jointing must be carried out in accordance with recognized and tried techniques and comply

strictly with the instructions given by the supplier of the jointing kit.

- 11.2 The cables must be twisted by hand so that the cores can be joined according to the core numbers. If necessary the cable is to be exposed for a short distance to accomplish this. Under no circumstances may the cores in a joint be crossed so as to enable cores to be joined according to the core numbers. If it is not possible to twist the cables so that the preceding requirements can be met, then cores are to be joined in the normal way without any consideration of the core numbers.
- 11.3 Normally the cables will have profile conductors. The conductors shall be pinched with gas pliers to form a circular section, bound with binding wire so that they do not spread, and then tinned before jointing.
- Jointing ferrules, the length of which are at least 6 times the diameter of the conductors, must be slid over the conductor ends to be joined and pinched tightly. Then they are soldered by means of the ladle process whilst being pinched further closed.

Use resin only as a flux. The slot opening in the ferrule must be completely filled, including all depressions.

Remove all superfluous metal with a cloth dipped in tallow. Work during the soldering process must be from top to bottom. Rub the ferrule smooth and clean with aluminum oxide tape after it has cooled down to ensure that there are not any sharp points or edges.

- NB: The spaces between the conductor strands must be completely filled by soldering process and must be carried out quick enough to prevent the paper insulation from burning or drying out unnecessarily.
- 11.5 After the ferrules have been rubbed smooth and clean, they and the exposed cores must be treated with hot cable oil (110°C) to remove all dust and moisture. These parts are to be thoroughly basted with the oil.
- 11.6 The jointer must take care that his hands are dry and clean before the joint is insulated. Also the insulating tape which is to be used must first be immersed in warm cable oil (110°C) for a sufficient period to ensure that no moisture is present.
- 11.7 After the individual cores have been installed they must be well basted with hot cable oil and again after the applicable separator and/or belt insulation tape is applied before the lead joint sleeve is placed in position.
- 11.8 The lead joint sleeve must be thoroughly cleaned and prepared before it is placed on the cable and must be kept clean during the whole jointing process. Seal the filling apertures of the sleeve with tape until the sleeve is ready for compound filling.
- The plumbing joints employed to solder the joint sleeve to the cable sheath, must be cooled off with tallow and the joint sleeve is to be filled with compound while it is still warm. Top up continuously until the joint is completely filled to compensate for the compound shrinkage.
- 11.10 The outer joint box must be clean and free from corrosion. After it has been placed in position it must be slightly heated before being filled with compound. Top up until completely full.
- 12. As far as cable end boxes are concerned the requirements as set out above are valid where applicable.

#### 16. DISTRIBUTION BOARDS

In addition to clause 14 and clause 15 of Part 1 of this specification the following shall also be applicable to switchboards required for this service.

The Contractor shall supply and install the distribution boards as indicated on the drawings and listed in the

distribution Board Schedule. All distribution boards shall comply with the quality specification in Part 3 of this specification, and be approved by the Employer's Electrical Engineer.

The following types of distribution boards are required for the service:

[All buildings and the types of boards required for the service must be listed.

The latest Departmental Quality Specification Section for Distribution Boards must be included in Part 3 of the specification.]

#### 17. SUBSTATION

- 17.1 GENERAL SUB-STATION WORK
- 17.2 SUB-STATION EARTHING
- 17.3 CONTRACTOR'S RESPONSIBILITY

#### 18. SCHEDULE OF CABLES, CONDUIT AND WIRING

Supply, install and connect the following cable, conduit and wiring:

FROM	ТО	SIZE AND TYPE	Breaker
DB Main	ATS	95mm² 4-core PVCA cable and 50mm² earth wire	200A
ATS	BD Main	95mm² 4-core PVCA cable and 50mm² earth wire	200A

#### 21. SCHEDULE OF DISTRIBUTION BOARDS

The front panels of normal supply, standby power and no-break supply sections shall be painted in distinctive colours as follows:

Normal supply : Standby power :

Light Orange, colour B26 of SANS 1091. Signal Red, colour A11 of SANS 1091.

No-break supply:

Dark Violet, colour F06 or Olive Green,

Colour H05 of SANS 1091.

Indicated is the probable fault level rating (kA) of the busbars. Refer to the Summary of Switchgear and Circuits for the minimum fault level rating of specified equipment.

BOARD	LOCATION	TYPE	PANEL	FAULT LEVEL	Breaker
Main DB	Outside	Surface Mounted, with door.	Normal/Standby power	25kA	200A
DB-Sub 1	Inside Main Building	Surface Mounted	Normal/Standby power	6kA	100A
DB-Sub 2	Old Building	Surface Mounted	Normal/Standby power	6kA	100A

DISTRIBUTION	LOCATION	TYPE	CORRECTIVE ACTIONS
BOARD			
Main DB	Outside	Surface Mounted, with door.	<ul> <li>Service Distribution board</li> <li>Add all the circuits to the generator.</li> <li>Install legend card and warning signs</li> <li>Re-label all circuits.</li> <li>Installation of a single line diagram.</li> <li>Re-paint board with rust-resistant and water proof coat.</li> </ul>
DB-Sub 1	Main building	Surface Mounted.	<ul> <li>Service Distribution board</li> <li>Add all the circuits to the generator.</li> <li>Install legend card and warning signs</li> <li>Re-label all circuits.</li> <li>Re-wiring and replacement of old breakers with new ones.</li> <li>Installation of a single line diagram.</li> </ul>
DB-Sub 2	Old building	Surface mounted	<ul> <li>Service Distribution board and add all the circuits from the generator main DB.</li> <li>Install legend card and warning signs</li> <li>Re-label all circuits.</li> <li>Provide legend card and warning sign.</li> <li>Re-wiring and replacement of old breakers with new ones.</li> <li>Install surge protection device to protect the installation against transient overvoltage's and surge current.</li> <li>Installation of a single line diagram.</li> </ul>
Generator Change-over panel	Generator	Embedded	Installation of a new Change-over panel which meets the requirements of the new proposed generator.

## 22. SUMMARY OF SWITCHGEAR AND CIRCUITS

The indicated fault current rating (kA) is the minimum value that the switchgear must comply with for connecting to the busbars of the respective panels-distribution boards.

MAIN DISTRIBUTION BOARD: 1

MAIN-DB : BACK-UP POWER

Main switch : 200A three pole 6kA circuit breaker.

[Socket outlets circuits (P) must be controlled by 63A two pole 30mA single phase earth leakage relay and 20A single pole 5kA circuit breakers. With a maximum of 5 circuits (10 plugs) per earth leakage relay.]

PART 3: QUALITY SPECIFICATION FOR MATERIALS AND EQUIPMENT OF ELECTRICAL INSTALLATIONS

"Part 3: Quality specification for materials and equipment" manual of the Department of Public Works is applicable for this Contract and the manual can be obtained from the Department of Public Works.

#### [ONLY ITEMS OF MATERIAL applicable to the Contract must be included in Part 3]

#### **CONTENTS**

CLAUSE	DESCRIPTION	<u>PAGE</u>
1		
1.1		
1.2		
1.3		
1.4		
1.5		
1.6		
1.7		
2.		
2.1		
2.2		
2.3		
2.4		

# ADDITIONAL REQUIREMENTS OR SPECIFICATIONS NOT COVERED IN QUALITY SPECIFICATIONS ABOVE

#### **LED LIGHTS**

All Light fittings installed for this project is to be of the LED type, unless otherwise stated.

The following international standard specifications and South-African Bureau of Standards shall apply to the LED luminaire specification:

SANS 475	Luminaires for interior lighting, street lighting and floodlighting – Performance and requirements
SANS 10114-1	Interior lighting part 1: Artificial lighting of interiors
SANS 10114-2	Interior lighting part 2: Emergency lighting
SANS 60598-1	Luminaires part 1: General requirements and tests
SANS 60598-2.1	Luminaires part 2: Particular requirements section 1 – Fixed general purpose luminaires.
SANS 60598-2.2	Luminaires part 2: Particular requirements section 2 – Recessed luminaires.
SANS 60598-2.3	Luminaires part 2: Particular requirements section 3 – Luminaires for road and street lighting.
SANS 60598-2.5	Luminaires part 2: Particular requirements section 5 – Flood lighting.
SANS 61347-1 to 13	Lamp control gear
SANS 62031	LED modules for general lighting – Safety specifications
SANS 62384	DC or AC supplied electronic control gear for LED modules  – Performance requirements.
SANS 62560	Self-ballasted LED lamps for general lighting services with supply voltages > 50V – Safety specification.

SANS 62612	Self-ballasted LED lamps for general lighting services with supply voltages > 50V – Performance requirements
EN 55015	Limits and methods of measurement of radio disturbance of electrical lighting or equipment.
EN 61000-3.2	Electromagnetic compatibility (EMC) limits for harmonic current emissions.
EN 61000-3.3	Electromagnetic compatibility (EMC) limits – Limitation of voltage changes, voltage fluctuations and flicker in public low-voltage supply systems.
EN 61547	Equipment for general lighting purposes: EMC immunity requirements.
IEC-EN 62471	Photo biological safety of lamps and lamp systems for LEDs
IES LM-79-08	Approved method: Electrical and photometric measurement of solid-state lighting products.
IES LM-80	Approved method: Measuring lumen maintenance of LED light sources.

#### General requirements:

The luminaire shall be suitable for operation with mid-power LEDs. **Note that no LED tubes are allowed to be used.** 

The luminaire shall be suitable for operation on a 230V single phase 50Hz mains supply.

Power factor capacitors shall be supplied to correct the power factor to at least 0.95 of higher.

The luminaire shall be marked with identification labels stating the brand name and model and shall bear the SANS approval mark.

The driver shall comply with IEC 61347-1 and IEC 61347-2B as applicable and shall be suitable for operation on 230V +-10%, 50Hz single phase system and it must be insured that harmonics filter is provided as per SANS 61000-3-2. The drivers and LED circuitry shall be protected against lighting and power surges. Suitable surge arrestors with a 10kA rating shall be provided for indoor installations and 20kA for outdoor installations.

Colour rendering (Ra) shall be not less than 80 and lumen depreciation of not more than 30% L70 at 50 000 hours @ Tq 25°C. Colour temperature of the LED lamp shall be 4000K, unless otherwise stated.

#### Thermal requirements:

The luminaire must be able to withstand an ambient temperature of  $35^{\circ}$ C. Storage temperature of this luminaire should be able to handle  $-40^{\circ}$ C < T <  $60^{\circ}$ C.

To this end internal electrical and mechanical components shall not be allowed to exceed their maximum temperature ratings of 75°C. Test reports from an independent authorised testing facility proving this requirement shall be made available on request.

#### Noise requirements:

The noise level emitted from the luminaire shall be kept as low as possible. Drivers/electronic components shall therefore fully comply with the latest edition of SANS 55015.

# = END OF SPECIFICATION =

## **PART 4: BILLS OF QUANTITIES**

Electrical, mechanical and/or any other engineering work must be measured by the quantity surveyor and must be prepared in accordance with the latest edition of the Standard System of Measuring Building Work.

No additional provision for Preliminaries may be included in the engineering sections of the bills of quantities.

Bills of Quantities are included in part C2.2 of the tender document.

#### PART 5: ELECTRICAL WORK MATERIAL SCHEDULE

The Contractor shall complete the following schedules and submit them to the Electrical Engineer within 21 days of the date of the acceptance of the tender.

The schedules will be scrutinised by the Electrical Engineer and should any material offered not comply with the requirements contained in the specification, the Contractor will be required to supply material in accordance with the contract at no additional cost.

# NB: Only one manufacturer's name to be inserted for each item.

ltem	Material	Make or trade name	Country of origin
1.	Distribution boards		
2.	Circuit breakers 1P, 2P, 3P		
3.	On load isolators without trips		
4.	Contactors 1P, 2P, 3P		
5.	Earth leakage relays 1 & 3 phase		
6.	H.R.C. fuse switches		
7.	Kilowatt hour meter		
8.	Current transformers		
9.	Voltmeter		
10.	Maximum demand ammeter		
11.	Daylight sensitive switch		
12.	Time switch		
13.	Conduit		
14.	Conduit boxes		
15.	Power skirting		
16.	Surface switches		
17.	Watertight switches		
18.	16A flush socket outlets		
19.	16A surface socket outlets		
20.	16A watertight socket outlets		
21.	Fluorescent luminaires		
22.	Type A		
	Type B		
	Type C		
	Type D		
	Etc.		
23.	Bulkhead fittings: Type F		
24.	Spherical fittings: Type G		
25.	4 plate stove		
26.	Convection heater		
27.	Fan heater		
28.	Fans		
29.	Clocks		
30.	PVCA cable		
31.	Cable trays		

## PARTICULARS OF ELECTRICAL CONTRACTOR

Note to consultants

Please ensure that DPW -22(EC) Particulars of electrical contractor is inserted in main tender document.

**PART 6: DRAWINGS** 

List all drawings

EE-MAGATLE-SAPS-DDR, ANNEXURE B.

(c/my doc/qs/elect.doc/sample spec(pw346)-03-2018)



# **DEPARTMENT OF PUBLIC WORKS**

# HIV/AIDS SPECIFICATION

**OCTOBER 2004** 

#### **SECTION**

#### **HIV/AIDS SPECIFICATION**

#### **HIV/AIDS REQUIREMENTS**

#### 1 SCOPE

This specification contains all requirements applicable to the Contractor for creating HIV/AIDS awareness amongst all of the Workers involved in this project for the duration of the construction period, through the following strategies:

- Raising awareness about HIV/AIDS through education and information on the nature of the disease, how it is transmitted, safe sexual behaviour, attitudes towards people affected and people living with HIV/AIDS, how to live a healthy lifestyle with HIV/AIDS, the importance of voluntary testing and counselling, the diagnosis and treatment of Sexually Transmitted Infections and the closest health Service Providers;
- Informing Workers of their rights with regard to HIV/AIDS in the workplace;
- Providing Workers with access to condoms and other awareness material that will enable them to make informed decisions about sexual practices.

#### 2 DEFINITIONS AND ABBREVIATIONS

#### 2.1 Definitions

Service Provider: The natural or juristic person recognised and approved by the Department of Public Works as a specialist in conducting HIV/AIDS awareness programmes.

Service Provider Workshop Plan: A plan outlining the content, process and schedule of the training and education workshops, presented by a Service Provider which has been approved by the Representative/Agent.

Worker: Person in the employ of the Contractor or under the direction or supervision of the Contractor or any of his Sub-contractors, who is on site for a minimum period of 30 days in all.

#### 2.2 Abbreviations

HIV : Human Immunodeficiency Virus.

AIDS : Acquired Immune Deficiency Syndrome.

STI : Sexually Transmitted Infection.

#### 3 BASIC METHOD REQUIREMENT

3.1 The Contractor shall, through a Service Provider, conduct onsite workshops with the Workers.

The Service Provider shall develop and compile a Service Provider Workshop Plan to be presented at the workshops and which will be best suited for this project to achieve the specified objectives with regard to HIV/AIDS awareness.

The Service Provider Workshop Plan shall be based on the following information provided by the Contractor:

- Number of Workers and Sub-contractors on site:
- When new Workers or Sub-contractors will join the construction project;
- Duration of Workers and Sub-contractors on site;
- How the maximum number of Workers can be targeted with workshops:
- How the Contractor prefers workshops to be scheduled, e.g. three hourly sessions per Worker, or one 2.5 hour workshop per Worker;
- Profile of Workers, including educational level, age and gender (if available);
- Preferred time of day or month to conduct workshops;
- A Gantt chart reflecting the construction programme, for scheduling of workshops;
- Suitable venues for workshops.

The Contractor shall submit the Service Provider Workshop Plan for approval within 21 days after the tender acceptance date. After approval by the Representative/Agent, the Contractor shall make available a suitable venue that will be conducive to education and training.

- 3.2 The Service Provider Workshop Plan shall address, but will not be limited to the following:
- 3.2.1 The nature of the disease;
- 3.2.2 How it is transmitted:
- 3.2.3 Safe sexual behaviour;
- 3.2.4 Post exposure services such as voluntary counselling and testing (VCT) and nutritional plans for people living with HIV/AIDS;
- 3.2.5 Attitudes towards other people with HIV/AIDS;
- 3.2.6 Rights of the Worker in the workplace;
- 3.2.7 How the Awareness Champion will be equipped prior to commencement of the HIV/AIDS awareness programme with basic HIV/AIDS information and the necessary skills to handle questions regarding the HIV/AIDS awareness programme on site sensitively and confidentially;
- 3.2.8 How the Service Provider will support the Awareness Champion;
- 3.2.9 Location and contact numbers of the closest clinics, VCT facilities, counselling services and referral systems;
- 3.2.10 How the workshops will be presented, including frequency and duration:
- 3.2.11 How the workshops will fit in with the construction programme;
- 3.2.12 How the Service Provider will assess the knowledge and attitude levels of attendees to structure workshops accordingly;
- 3.2.13 How the video will be used;
- 3.2.14 How the Service Provider will elicit maximum participation from the Workers;
- 3.2.15 A questions and answers slot (interactive session).

The Service Provider Workshop Plan shall encompass the Specific Learning Outcomes (SLO) as stipulated.

#### 4 HIV/ AIDS AWARENESS EDUCATION AND TRAINING

## 4.1 Workshops

The Contractor shall ensure that all Workers attend the workshops.

The workshops shall adequately deal with all the aspects contained in the Service Provider Workshop Plan. A video of HIV/AIDS in the construction industry, which can be obtained from all Regional Offices of the Department of Public Works, is to be screened to Workers at workshops. In order to enhance the

learning experience, groups of not exceeding 25 people shall attend the interactive sessions of the workshops.

#### 4.2 Recommended practice

#### 4.2.1 Workshop Schedule

Presenting information contained in the Service Provider Workshop Plan can be divided in as many workshop sessions as deemed practicable by the Contractor, provided that all Workers are exposed to all aspects of the workshops as outlined in the Service Provider Workshop Plan.

Breaking down the content of information to be presented to Workers into more than one workshop session however, has the added advantage that messages are reinforced over time while providing opportunity between workshop sessions for Workers to reflect and test information. Workers will also have an opportunity to ask questions at a following session.

#### 4.2.2 Service Providers

A database of recommended Service Providers is available from all Regional Offices of the Department of Public Works.

#### 4.2.3 HIV/AIDS Specific Learning Outcomes and Assessment Criteria

Workers shall be exposed to workshops for a minimum duration of two-and-a-half hours. In order to set a minimum standard requirement, the following specific learning outcomes and assessment criteria shall be met.

#### 4.2.3.1 UNIT 1: The nature of HIV/AIDS

After studying and understanding this unit, the Worker will be able to differentiate between HIV and AIDS and comprehend whether or not it is curable. The Worker will also be able to explain how the HI virus operates once a person is infected and identify the symptoms associated with the progression of HIV/AIDS.

#### Assessment Criteria:

- Define and describe HIV and AIDS;
- 2. List and describe the progression of HIV/AIDS.

#### 4.2.3.2 UNIT 2: Transmission of the HI virus

After studying and understanding this unit, the Worker will be able to identify bodily fluids that carry the HI virus. The Worker will be able to recognise how HIV/AIDS is transmitted and how it is not transmitted.

#### Assessment Criteria:

- 1. Record in what bodily fluids the HI virus can be found;
- 2. Describe how HIV/AIDS can be transmitted;
- Demonstrate the ability to distinguish between how HIV/AIDS is transmitted and misconceptions around transmittance of HIV/AIDS.

# 4.2.3.3 <u>UNIT 3: HIV/AIDS preventative measures</u>

After studying and understanding this unit, the Worker will comprehend how to act in a way that would minimise the risk of HIV/AIDS infection and to use measures to prevent the HI virus from entering the bloodstream.

#### Assessment Criteria:

- 1. Report on how to minimise the risk of HIV/AIDS infection:
- 2. Report on precautions that can be taken to prevent HIV/AIDS infection;
- 3. Explain or demonstrate how to use a male and female condom;
- 4. List the factors that could jeopardize the safety of condoms provided against HIV/AIDS Transmission.

# 4.2.3.4 UNIT 4: Voluntary HIV/AIDS counselling and testing

After studying and understanding this unit, the Worker will be able to recognise methods of testing for HIV/AIDS infection. The Worker will be able to understand the purpose of voluntary HIV/AIDS testing and pre- and post-test counseling.

#### Assessment Criteria:

- 1. Describe methods of testing for HIV/AIDS infection;
- Report on why voluntary testing is important;
- 3. Report on why pre- and post-test counselling is important.

#### 4.2.3.5 UNIT 5: Living with HIV/AIDS

After studying and understanding this unit, the Worker will be able to recognise the importance of caring for people living with HIV/AIDS and be able to manage HIV/AIDS.

#### Assessment Criteria:

- List and describe ways to manage HIV/AIDS;
- 2. Describe nutritional needs of people living with HIV/AIDS;
- 3. Describe ways to embrace a healthy lifestyle as a person living with HIV/AIDS;
- 4. Explain the need for counselling and support to people living with HIV/AIDS.

# 4.2.3.6 UNIT 6: Treatment options for people with HIV/AIDS

After studying and understanding this unit, the Worker will be familiar with the various treatments available to HIV/AIDS infected or potentially HIV/AIDS infected people.

#### Assessment Criteria:

- 1. Discuss anti-retroviral therapy;
- 2. List methods of treatment to prevent HIV/AIDS transmission from mother-to-child;
- Describe the need for treatment of opportunistic diseases for people living with HIV/AIDS;
- 4. Describe post exposure prophylactics.

# 4.2.3.7 UNIT 7: The rights and responsibilities of Workers in the workplace with regard to HIV/AIDS

After studying and understanding this unit, the Worker will be able to identify the rights and responsibilities of the Worker living with HIV/AIDS in the workplace. The Worker will recognise the importance of accepting colleagues living with HIV/AIDS and treating them in a non-discriminative way.

#### Assessment Criteria:

- 1. Discuss the rights of a person living with HIV/AIDS in the workplace;
- 2. Discuss the responsibilities of a person living with HIV/AIDS in the workplace;
- Report on why acceptance and non-discrimination of colleagues living with HIV/AIDS is important.

#### 4.3 Displaying of plastic laminated posters and distribution of information booklets

The Contractor shall obtain a set of four laminated posters conveying different key messages and information booklets. The contractor should include the costs of posters and information booklets in his/her tender price.

The above-mentioned posters and information booklets have been prepared to raise awareness and to share information about HIV/AIDS and STI's.

Posters or display stands shall be displayed on site as soon as possible, but not later than 14 days after the date of site handover.

Posters shall be displayed in areas highly trafficked by Workers, including toilets, rest areas, the site office and compounds.

The posters on display must always be intact, clear and readable.

Information booklets must be distributed to all Workers as soon as possible, but not later than 14 days after site handover, or as soon as the Worker joins the site.

#### 5 PROVIDING WORKERS WITH ACCESS TO CONDOMS

The Contractor shall provide and maintain condom dispensers and make both male and female condoms, complying with the requirements of SABS ISO 4074, available at all times to all Workers at readily accessible points on site, for the duration of the contract. The Contractor may obtain condom dispensers from the Department of Health and condoms may be obtained from the Local Clinic or the Department of Health.

At least one male and one female condom dispenser and a sufficient supply of condoms, all to the approval of the Representative/Agent, shall be made available on site within 14 days of site hand over. Contractors should note that arrangements to obtain condoms from the Department of Health Clinics prior to site hand over may be necessary, to ensure that condoms are available within 14 days of site handover.

Condoms shall be made available in areas highly trafficked by Workers, including toilets, the site office and compounds.

# 6 ENSURING ACCESS TO HIV/AIDS TESTING AND COUNSELLING FACILITIES AND TREATMENT OF SEXUALLY TRANSMITTED INFECTIONS (STI)

The Contractor shall provide Workers with the names of the closest Service Providers that provide HIV/AIDS testing and counselling and Clinics providing Sexually Transmitted Infection (STI) diagnosis and treatment. Information on these Service Providers and Clinics must be displayed on a poster of a size not smaller than A1 in an area highly trafficked by Workers.

## 7 APPOINTMENT OF AN HIV/AIDS AWARENESS CHAMPION

7.1 Within 14 days of site handover the Contractor shall appoint an Awareness Champion from amongst the Workers, who speaks, reads and writes English, who speaks and understands all the local languages spoken by the Workers and who shall be on site during all stages of the construction period. The Contractor shall ensure that the Awareness Champion has been trained by the Service Provider on basic HIV/AIDS information, the support services available and the necessary skills to handle questions regarding the HIV/AIDS programme in a sensitive and confidential manner.

- 7.2 The Awareness Champion shall be responsible for:
- 7.2.1 Liasing with the Service Provider on organising awareness workshops;
- 7.2.2 Filling condom dispensers and monitoring condom distribution;
- 7.2.3 Handing out information booklets:
- 7.2.4 Placing and maintaining posters.

#### 8 MONITORING

The Contractor shall grant to the Representative/Agent reasonable access to the construction site, in order to establish that the Contractor complies with his obligations regarding HIV/AIDS awareness under this contract.

The Contractor must report problems experienced in implementing the HIV/AIDS requirements to the Representative/Agent.

The attached SITE CHECKLIST (SCHEDULE A) shall be completed and submitted at every construction progress inspection to the Representative/Agent.

The attached SERVICE PROVIDER REPORT (SCHEDULE B) shall be completed and submitted on a monthly basis to the Department's Project Manager, through the Representative/Agent.

The attached CONTRACTOR HIV/AIDS PROGRAMME REPORT (SCHEDULE C), a close out programme report, shall be completed by the Contractor at the end of the contract.

CHECKLIST
SITE
MME:
PROGR/
//AIDS F
₹

IIV/AIDS PRUGRAMME: SITE CHECKLIST
When did construction commence:
ame of Departmental Project Manager:

Please refer to HIV/AIDS Programme activities during the reporting period

DATE	┖	귭	₹		<u>a</u>	ā	۵
	D D M	M Q Q	M O O	M	M	M	
Programme implemented within 14 days of site handover						2	-
Awareness champion on site							
HIV/AIDS awareness service							
provider report							
Male condom dispenser							
Sufficient male condoms available							
Male condom dispenser in a highly							
Female condom dispenser							
Sufficient female condoms available							
Female condom dispenser in a							
highly trafficked area							
All four types of posters displayed							
Posters in a good condition							
osters in a highly trafficked area							
Posters displayed on local support							
services: clinic & VCT centre							
Support service poster/s in highly trafficked area							
Support service poster/s in a good condition							

SCHEDULE A

Page 1 of 3

Workers on payroll (at PI) Sub-Contractors who will be on site for longer than 30 days (at PI) Workshop attendees Number of workshops held Scheduled workshop plan Booklets distributed Male condoms distributed Female condoms distributed Female condoms distributed	the second and approached that the reporting period	
actors who will be on site than 30 days (at PI) attendees workshops held workshop plan istributed ons distributed adoms distributed adve/Agent		
attendees  workshops held  workshop saccording to  workshop plan istributed oms distributed ndoms distributed ative/Agent		
workshops held  Workshop plan istributed oms distributed adoms distributed ative/Agent		
workshops according to workshop plan istributed oms distributed ndoms distributed ative/Agent		
istributed oms distributed ndoms distributed ative/Agent		
ndoms distributed ndoms distributed ative/Agent		
ndoms distributed		
ative/Agent		
	Date	
Contractor	Date	

# **SCHEDULE B**

# HIV/AIDS AWARENESS PROGRAMME: SERVICE PROVIDER REPORT

Reporting period: (ccyy/mm/dd) to (ccyy/mm/dd)
Number of workshops conducted in reporting period:
Number of scheduled workshops according to approved workshop plan:
Deviations from workshop plan: .
State reasons for deviating from workshop plan:
Corrective actions:
Comitos Brasidas
Service Provider
Date Date

SCHEDULE B

HIV/AIDS AWARENESS PROGRAMME: WORKSHOP CONTENT ADDRESSED

60	200000000000000000000000000000000000000	rotor					
DATE	W/S	M/S	W/S	S/M	M/S	S/M	T
	M M D D W M D D	Z Z	MM	┺			
Content of workshop:				2	+-	2	≥
(Mark the content included)							
SL01							
SLO2							
SLO3							
SLO4							
SLO5							
SLO6							П
SLO7							
HIV/AIDS in							
construction video							
Indicate the duration of the							
workshop in hours							
Total number of Workers							Т
Indicate workshop venue							Т
							Т
							Т

HIV/AIDS AWARENESS PROGRAMME: ATTENDANCE REGISTER

DATE	DATE W/S W/S W	S/M	W/S	S	1 1	1 1	W/S	M/S
No	NAMES	M M	M M	M M	M M O	W Q Q	M Q Q	
1								

Page 3 of 3

# **SCHEDULE C**

# CONTRACTOR HIV/AIDS PROGRAMME REPORT

Project name:
Project Location:
Contract value of project: R
Department of Public Works Project Manager:
HIV/AIDS Programme duration: (ccyy/mm/dd) to (ccyy/mm/dd)
AWARENESS MATERIAL
Describe location of posters displayed during the programme:
Comments on posters:
Indicate total number of booklets distributed:
Comments on booklets:
CONDOMS
Indicate total number of male condoms distributed:
Indicate total number of female condoms distributed:
Describe where male condom dispenser was placed:
Describe where female condom dispenser was placed:
HIV/AIDS WORKSHOPS
Indicate the total number of HIV/AIDS workshops conducted:
Indicate the duration of workshops:
Indicate the total number of Workers that participated in the HIV/AIDS workshops:
Indicate the total number of Workers that were exposed to the video on HIV/AIDS in the Construction Industry:
Comments on HIV/AIDS workshops on site:

SCHEDULE C

GENERAL					
Briefly describe programme activities	and satisfaction with outc	ome:			
Additional comments, suggestions or r	needs with regard to the	HIV/A	DS awaı	reness pro	ogrammes on site:
Please indicate if your company has a focussing on HIV/AIDS awareness rais of HIV/AIDS Workers:	formal HIV/AIDS policy ing and care and suppor	t	Yes	No	Currently developing one
Please indicate if, to your knowledge HIV/AIDS related sicknesses. One or i	e, you have lost any wo	orkers ht ind	during t	the duration	on of the project to related death:
Excessive weight loss Reactive TB Hair loss Severe tiredness	Coughing or chest pair Pain when swallowing Persistent fever Diarrhoea				
Number of HIV/AIDS-related deaths: _					
Contractor		Date	}		
Departmental Project Manager		Date			



# **National Department of Public Works**

	(Principal Client)
Healtl	n and Safety Site Specific Specification
	Submitted to:
Contractor:	
	FOR

Site: Magatle Police Station: Installation of a Generator

OFFICE OF THE REGIONAL MANAGER

**DEPARTMENT OF PUBLIC WORKS** 

Private Bag X9469

**POLOKWANE** 

0700

Date: 11 July 2023

Covid19 regulations and protocols will form part of Health and Safety and will be incorporated and must be priced to ensure all legislation are adhere to if it may arise again in the future. The average price for H&S& Covid is plus minus 5% of contract value. The OHS must be priced in the BOQ a requirement.

The Project must have an appointed Health and Safety manager with SACPCMP registration to oversee the SHE rep on site. Health and Safety must be priced in the bill of quantities and the recommended benchmark will be more or less 5% of the contract value to ensure all Health and Safety + covid regulations are adhere to.

# Scope of work:

# The SANS 10400 -S :2011 must be used to construct/test

#### INDEX:

- 1. This specification document (Construction regulation 2014, (7)(c)(1))
- 2. The Safety File
- 3. The Safety File Index
- 4. Incident / Accident reports / Wcl 2
- 5. Safety Committee and Minutes
- 6. Monthly Safety Audit Reports (CR 2014 7(1)(c)(vii))
- 7. Letter of good standing (CR 2014 7(1)(c)(iv))
- 8. Health and Safety Organogram
- 9. contractor A's appointment letter as a Contractor
- 10. Legal Appointments
- 11. Operators Appointments (CR 2014 23(d)(i(ii))
- 12. List of Plant on Site
- 13. List of Contractors on Site
- 14 Mandatory Agreement with contractor
- 15. Contractors Mandatory Agreements
- 16. Contractors Specification Documents (CR 2014 7(c)(i)
- 17. Contractors Appointment Letters (CR 2014 7(c)(v)
- 18. Contractors Safety Plans (CR 2014 7(c)(vi)
- 19. Contractors "Letter of Good Standing." (CR 2014 7(c)(iv)
- 20. Plant Hire and Labour only Contractor's Mandatory Agreements
- 21. contractor A's Safety Plan (CR 2014 7(2)(a))
- 22. contractor A's Health & Safety Policy Document
- 23. Risk Assessments Plan/Policy/Procedure (CR 2014 (9))
- 24. Incident/Accident Reporting Policy/Procedure
- 25. Health and Safety Specification Document (This document)(CR 2014 ((7)(c)(i))
- 26. Fall Protection Plan (CR 2014 10(1))
- 27. Site Emergency Plan
- 28. Site Rules
- 29. Risk Assessments
- 30. Public Safety
- 31. Safety Awareness Program
- 32. Toolbox Talks
- 33. REGISTERS
- 34. Induction Training Register (CR 2014 (7)(5))

- 35. PPE Issue Register
- 36. Safety Harness Register
- 37. Hazardous Chemical Substance Register (CR 2014 (25))including MSD certificates for all chemicals to be used on site
- 38. Ladder Register
- 39. First Aid Register
- 40. Lifting Equipment Register
- 41. Electrical Equipment Register
- 42. Fire Equipment Register
- 43. Scaffold Register including any hoist and rigging equipment(must have licences and load capacities certificates+ CoC,s)
- 44. Form & Support Work Register (CR 2014 12)
- 45. Explosive Actuated Fastening Devices Register (CR 2014 (21)(2)(g)(i))
- 46. CHECKLISTS
- 48. Electrical safety (CR 2014 (24)
- 49. Competency certificates (CR 2014 (1)(a))
- 50. Medical Certificates(CR 2014 7(1)(g))
- 51. Regulations applicable (CR 2014 7(3))
- 52. Covid 19 specification

Before you will be allowed to perform work on site you must adhere to all of the following as contemplated in the Occupational Health and Safety Act, Act no 85 of 1993, the Construction Regulation 2014 and this document: (and must have an approved H&S plan in place)

### 1. This specification document (Construction regulation 2014, (7) (c) (1))

You are required to compile your safety file the way we require in this document. You will not be to allowed to start working on site unless your safety file has been approved. Submit the file well in advance to enable our safety Department to audit and approve it, and if there are any discrepancies you will have ample time to rectify and re-submit.

This document requirement is that of what is written in the OHS Act. It also contains guidelines from Departmental Enquiries, court cases and own Experience. The ultimate goal of this document is to direct you

to be legal and thereby keep us, contractor, the Principle Contractor, and the Client, legal and free from prosecution.

This document serves as our minimum requirements. We don't go overboard with safety. Nevertheless, this document is the law on site. Don't do less than what is described in this document. Don't fall victim to the new stupidity of propagating that, "if it is not specified in this document then we won't do it," or, "it is not explicitly mentioned in the OHS Act and therefore we will not do it."

### 2. The Safety File

- 1. Use a lever arch file to contain all the documents
- 2. Divide the documents with dividers of the plastic type, numbered 1 to 31. Use another set of dividers behind the first, if the one set is not sufficient.
- 3. Clearly identify the file with the words "Safety File" and the Company name printed on the side with letters big enough to read from a distance for anyone on site to recognise it as the safety file.
- 4. Always have the safety file available in the site office. It will be handed to the Client at site handover.
  It may never leave the site.
- 5. All forms must be completely filled in and fully signed by all parties.
- 6. It must be clearly understood that all documents in the safety files are legal documents and must be treated as such. If corrections are made on any of the documents it must be initialled by all parties involved.

  No tipex are allowed.
- 7. All documents that are copies of the originals must be certified as a true and correct copy of the original.

## 3. The Safety file index

Laminate the file index to prevent it from tearing and it will last longer. Paste it in front of the file.
 The following is a sample of such an index. There may be items that you want to add or change to fit your style. You may do so.

- 2. Please note that we need you to keep all documents separate with dividers. It makes it easier to find during an audit and your day to day activities.
- 3. Also note that one person can be appointed for more than one designation. The site number, printed in red on the cover page, must be prominently printed on all your documents.

#### INDEX:

- 1. Incident / Accident reports / Wcl 2 forms / Annexure ones
- 2. Safety Committee Meeting Minutes (Supplied by contractor)
- 3. Monthly Safety Audit Reports (We will audit you monthly) (CR 2014 (7) (c) (vii))
- 4. Letter of Good Standing (CR 2014 (7) (c) (iv))
- Health and Safety Organogram
- 6. Contractor A's appointment letter as a Contractor (CR 2014 (7) (c) (v))
- 7. Legal Appointments With proof of Competency & Medicals
- 8. CEO Delegation of Duties (16.2)
- 9. Construction Manager (CR 2014 (8) (1))
- 10. Assistant Construction Manager (CR 2014 (8) (2))
- 11. Construction Safety Officer (CR 2014 (8) (5) (6))
- 12. Construction Supervisor (CR 2014 (8) (7))
- 13. Assistant Construction Supervisor (CR 2014 (8) (8))
- 14. Risk Assessors (CR 2014 (9) (1))
- 15. Temporary Works Designer & Inspector (CR 2014 (12) (1) & (3) (f))
- 16. Temporary Works Supervisor (CR 2014 (12) (2) & (3) (a))
- 17. Excavation Supervisor (CR 2014 (13) (1) (a))
- 18. Scaffold Supervisor (CR 2014 (16) (1))
- 19. Scaffold Inspector (SANS 10085-1:2004 Edition 1.1 (14.5)
- 20. Scaffold Team Leader (SANS 10085-1:2004 Edition 1.1 (14.4.1)

- 21. Scaffold Erectors (SANS 10085-1:2004 Edition 1.1 (14.4.1)
- 22. Fire Equipment Inspector (CR 2014 (29) (h))
- 23. Fall Protection Planner (CR 2014 (10) (1) (a))
- 24. Safety Representatives (OHS Act (17))
- 25. List of Plant on site
- 26. Blank Appointments
- 27. Accident Register
- 28. Principle Contractor Mandatory Agreement
- 29. Plant Hire & Labour Only Mandatory Agreements
- 30. Fall Protection Plan (CR 2014 (10) (1))
- 31. Principle Contractor Safety Specifications (CR 2014 (7) (c) (1))
- 32. Safety Plan (CR 2014 (7) (c) (x))
- 33. SHEQ Policy
- 34. Risk Assessment Plan
- 35. Contractor Accident Reporting Procedure
- 36. Contractor Incident Reporting & Investigation Policy
- 37. Rigging and hoisting equipment load tests certificates
- 38. Pressure test certificates

For your documents that you are using daily, we suggest you open a separate file. The following is a sample of such a file index. There may be items that you want to add or change to fit your style. You may do so. Please again note that we are keeping all documents separate with dividers.

#### **INDEX:**

#### 1. Registers:

- Toolbox Talks
- PPE Issue Register
- Hazardous Chemical Substance Register
- · Safety Harness Register
- First Aid Register
- Incident/Accident Register
- Lifting Equipment Register
- Earth Leakage Testing Register
- Electrical Equipment Register
- · Fire Equipment Register
- Scaffold Register
- Form & Support Work Register
- Explosive Powered Tool Register

#### 2. Checklists:

- Electrical Extension Cords Checklist
- Safety Harnesses Checklist
- First Aid Boxes Checklist
- Lifting Equipment Checklists
- Fire Equipment Checklist
  - Formwork
- lifting and hoist Equipment Checklists

#### 3. Temporary, Electrical, and DB Box Checklist:

- Electric Drills Checklist
- Angle Grinder Checklist
- Skill Saw Checklist

- Ladder Checklist
- Scaffold Checklist
- Link stick
- Jump suite
- Gloves
- Fire Extinguisher Checklist
- formwork

#### 4. Excavation Checklist:

- · Form and Support Work Checklist
- Gas Welding & Cutting Checklist
- Hand tools Checklist

It must be clearly noted that we do not accept registers that are also a checklist. We herewith clearly state that the registers and checklists are separate forms and must be utilised as such.

### 4. Incident / Accident reports / Wcl 2

All incidents and accidents where someone was hurt, there was damage or illness, must be reported to our Safety officer

Do not hide any accidents from us. We need to know about any incidents in order for us to assist you in preventing a similar incident. We have no blame but retrain policy. You are to familiarise yourself with our incident/accident reporting procedures.

## 5. Safety Committee and Minutes

We have established a Health and Safety Committee. You must nominate one person from your management and one person from your Safety Reps to serve on our safety committee. Whether you qualify to have a Safety Rep or not. We will supply the appointment letters and appoint them on the safety committee. Every Contractor must be represented on our safety Committee and be involved in safety on site. The safety meeting will be held monthly. Minutes will be kept and distributed to you for filing in your safety file. The Client, NDPW representative will sit in on some of the meetings as an observer.

## 6. Monthly Safety Audit Reports (CR 2014 7(1) (c) (vii))

We will do a full health and safety audit on your safety file and your activities every month. The results and the report must be

filed by you in the safety file. Discrepancies must be action Ed within a week and signed off on the audit report. You must also do monthly safety audits on yourself. The reports must be filed in your safety file.

### 7. Letter of good standing (CR 7(1) (c) (iv)) 2014

You are to ensure that a letter of good standing with the Workman's Compensation Commissioner is current and kept in your file as proof that you are registered and in good standing with the compensation fund, or with a licensed compensation insurer prior to work commencing on site. (At least two weeks before arriving on site). If your letter has expired, your workers on site are not insured and work will be stopped until such time as you are in good standing with the Workman's Compensation Commissioner again. Contractor will not take responsibility on our Workman's Compensation insurance for your workforce.

### 8. Health and Safety Organogram

You must have a health and safety organogram in your safety file. It must always be kept up to date and current.

### Contractor A's appointment letter as a Contractor

It is your duty to ensure that your appointment letter as a Contractor is in the safety file.

## 10. Legal Appointments

All your appointment letters must be properly signed by all parties involved. It must also be completely filled in with no blank spaces. The name of the appointment must be clearly written on the appointment. Proof of competency (Construction Regulation 2014 (1) (a)) must be attached to the back of the appointment letter. Proof of competency may be proven with degrees, diploma's, certificates and/or a short abbreviated CV as per the following example. A medical certificate (Construction Regulation 2014 (7) (8)) must be attached behind the proof of competencies. We do not accept appointment letters that has two designations on it. Each designation must have its own appointment letter.

Sample abbreviated CV:

Project name	year	period	Contract amount	Your position

The following appointments must be made by you. Remember that in most cases one person can be appointed for more than one appointment:

- \* CEO Delegation of Duties (16.2)
- \* Construction Manager (CR 2014 (8) (1))
- \* Assistant Construction Manager (CR 2014 (8) (2))
- \* Construction Safety Officer (CR 2014 (8) (5) (6))
- \* Construction Supervisor (CR 2014 (8) (7))
- \* Assistant Construction Supervisor (CR 2014 (8) (8))
- \* Risk Assessors (CR 2014 (9) (1))
- \* Temporary Works Designer & Inspector (CR 2014 (12) (1) & (3) (f))
- \* Temporary Works Supervisor (CR 2014 (12) (2) & (3) (a))
- \* Scaffold Inspector (SANS 10085-1:2004 Edition 1.1 (14.5)
- \* Crane operators (including their competency certificates)

If you are going to erect your own scaffolding, you need to have a scaffold inspector and the following three scaffold appointments.

- \* Scaffold Supervisor (CR 2014 (16) (1))
- \* Scaffold Team Leader (SANS 10085-1:2004 Edition 1.1 (14.4.1)
- \* Scaffold Erectors (SANS 10085-1:2004 Edition 1.1 (14.4.1)
- \* Temporary Electrical Installation Controller (CR 2014 (24) (c))
- \* Fire Equipment Inspector (CR 2014 (29) (h))
- \* Fall Protection Planner (CR 2014 (10) (1) (a))

- \* Safety Representatives (OHS Act (17))
- \* First Aiders
- Crane operators

# 11. Operators Appointments (CR 2014 23(d) (i (ii))

All operators must be appointed with a letter of appointment. The letter of appointment is actually a letter to authorise that person to operate the plant, equipment or tool.

- \* The letter must be properly signed by all parties involved. The name of the appointment must be clearly noted on the appointment.
- \* The operator must have a competency certificate from, or sent for training at, an accredited training provider.
- \* The certificate of competency must be attached to the back of the appointment letter.
- \* The operator must be in possession of a valid medical certificate declaring the operator medically fit to operate the plant, equipment or electric tool, as per the Construction Regulations 2014 (7) (8) & Annexure 3.
- \* If an operator has no competency certificate, they won't be allowed to operate the plant. If an operator has no medical certificate, they won't be allowed to operate the plant.
- \* Copies of original documents must be certified as being a true and correct copy of the original document.

#### 12. List of Plant on Site

You must paste a list of all plant on site in the safety file. It must always be kept up to date and current.

#### 13. List of Contractors on Site

If you have contractors, you must paste a list of all Contractors on site in the safety file. It must always be kept up to date and current.

# 14. Mandatory Agreement with contractor

We will see to it that a mandatory agreement is signed and entered into with contractor and contractor A. This agreement must be properly signed and all pages must be initialled by all parties. It refers to Section 37 1 and 2

### 15. Contractors Mandatory Agreements

It is contractor A's duty to see to it that a mandatory agreement is signed and entered into between contractor A and all their contractors on site before they come onto site. These agreements must be properly signed and all pages must be initialled by all parties. These mandatory agreements must be done in duplicate. One properly signed copy must be filed in your safety file. The other copy must be filed in the Contractors safety file. You must come to an agreement regarding the Safety Rep and the first aid arrangements with the Contractors. These arrangements must be written in the mandatory agreement. These arrangements are as follow; they must have at least one trained Safety Rep and at least one trained First Aider, whether they qualify to have one or not.

## 16. Contractors Specification Documents (CR 2014 7(c) (i)

Each one of your Contractors must be issued with a health and safety specification document written by contractor A.

Remember you must issue a site specific, and a job specific health and safety specification document. We don't want to see generic specification documents. We also don't want to see this document passed onto your Contractors as your specification document to them. Write your own. Contractors must sign for their specification documents.

## 17. Contractors Appointment Letters (CR 2014 7(c) (v)

Each one of your Contractors must be appointed in writing as a Contractor. The original letter where contractor A informed the Contractor of the allocation of the tender to them would suffice. These documents must be filed in your safety file. Copies of these documents must also be filed in the Contractors safety files by the Contractors.

## 18. Contractors Safety Plans (CR 2014 7(c) (vi)

All your Contractor's safety plans must be scrutinised by you and if in line with this document, the OHS Act and the Construction Regulation 2014, it must be approved by you in writing. The approval letters must be filed in the Contractors safety file and copies thereof in yours.

## 19. Contractors "Letter of Good Standing." (CR 2014 7(c) (iv)

None of your Contractors may be allowed to perform any work unless they submit a valid "Letter of Good Standing" as proof that

they are in good standing with the Workman's Compensation Commissioner. These letters must be filed in the Contractor's safety files and the validation dates closely monitored.

# 20. Plant Hire and Labour only Contractor's Mandatory Agreements

This is a very controversial subject. Are they contractors or not? This is how we want you to handle the situation. If you hire a TLB from a person or a few tippers from another, and you want to treat them as a plant hire company and not a Contractor, then we require you to enter into a mandatory agreement with them. In the agreement you must clearly state that the operators are under your full management and control. You must also clearly state that contractor A takes full responsibility for the operators under their Workman's Compensation insurance. Labour Only's must be treated in the same manner. It is clearly stated that all plant hire companies cannot be treated this way just to avoid them having a safety file. We're talking one or two plant being hired. All the pages of the mandatory agreements must be initialled by all parties. It must also be properly signed by all parties.

# 21. Contractor A's Safety Plan (CR 2014 7(2) (a))

In answer to this safety specification document, contractor A must submit a safety plan on exactly how you plan to implement and manage health and safety on the site. The safety plan must address and reference to all items mentioned in this safety specification document. The safety plan will be scrutinised by contractor and after we familiarised ourselves with the content, and only after we are satisfied that will be compliant to the OHS Act, the Construction Regulation 2014 and this specification document, will we issue an approval letter for your submitted safety plan. The approval letter must be filed with your safety plan in your safety file. Please be advised that your safety plan must be signed by contractor A's Chief Executive Officer.

#### WARNING:

- 1 Do not submit a generic safety plan. It must be special ally design for your project
- 2 Do not submit a safety plan that says some items in your plan may not be applicable to the site. that makes it generic. Make it site and job specific. We don't want to pick which items are applicable.
- 3 If your safety plan is approved, you are obliged to implement everything mentioned in your safety plan.
- 4 Construction Regulation 2014 (7) (1) (c) (vi)) explicitly says that we must take steps to ensure that each Contractor's health and safety plan is implemented and maintained on the construction site.

Reputation /social / Slight impact public awareness may exist but no public concern	public concern	considerable impact - regional public concern	National impact - national public concern	International impact - international public attention
---	----------------	--	--	--

LIKELIHOOD				RISK RATING							
Almost Certain f		The unwanted event has occurred frequently; has a 90% and higher probability of reoccurring.  The unwanted event has a probability of between 60% and less than 90% of occurring.		11 Medium 7 Medium		6 Significant	20 Significant	23 High		25 High	
						12 Medium	17 Significant	21 High	24 High		
3 Po	ssible	The unwanted event has a probability of between 30% and less than 6 occurring	e unwanted event has a bability of ween 30% and less than 60% of			8 Medium	13 Significant	Medium 13 Significant		ignificant 22 High	
2 Uni	likely	The unwanted event has a probability of between 1% and less than 30 occurring	% of	2 Low		5 Low	9 Medium	14 Significant	19 8	ignificant	
1 Rar	re	The unwanted event has never occurred, has a probabil less than 1% of occurring		1 Low		3 Low	6 Medium	10 Medium	15 8	ignificant	
0	HAZARD ITEM SITE ESTABILSHME	RISK ASSOCIATED WITH HAZARD	CONC	EQINCES	RISK REVIEW	HOW IS HAZ	ARD TO BE DEALT	BY WHOM		BY WHEN	
1.1 incompetent persons - incorrect stacking - procedures during site establishment		persons - incorrect stacking - procedures during site establishment  - Cuts and burns - Rushed activities - Incorrect supervision - Trip and fall - Cuts - Collapsing of stacks  - Cuts - Incorrect supervision - Fig. 10 collapsing of stacks - Fig. 2 collapsing of stacks		Hand and back injuries Dropping of equipment Physical injuries Lost Time injuries Medical treatment cases Potentially fatal accidents Loss of limbs		employees co- Contractor approved prior to site e Site specifi must be followed Site –indurall employees to the specific hazar Employees correct PPE before w All workers declared	nployees competent in writing Contractor OHS file must be proved or to site establishment begins Site specific safe work procedures ust followed Site –induction must be given to sployees to make them aware of electific hazards Employees must be issued with frect E before work begin All workers on site must be clared dically fit by a medical practitioner		Construction supervisor - Contractor Safety Officer - CHSA (Construction Health & Safety Agent) - Construction Manager - Construction supervisor		
OFFLOADING HEAVY EQUIPMENT AND CONTAINERS P/C SITE ESTABLISHMENT		Defective mobile crane can cause accidents     Adverse weather conditions     Untrained personnel/ Operators     Unsafe hooking	and fair	nage to ty and nent ential hand &	19	Material to be stacked on firm and level ground.     Stacking to be supervised by a competent supervisor.     Adequate storage area to be provided		- Construction Supervisor - CHSO - Construction Manager		During site establishm nt	

unstable load	All unstable stacks to be dismantle
	and
	stacked over
	Load test certificate will be
	submitted to the client.
	· Rope certificates must be
	submitted to
	the client.
	Safe load indicator must be in
	good working order.
	Over wind device must be in place
	and in
	working order.
	Daily checks as per checklist by
	operator.
	Checklist signed by supervisor
	and filed by
	safety officer.

# LIST OF COMMEN RISKS ON THIS PROJECT SUBJECTED TO CHANGE: These risks must be tableted; see above tables for reference and then put the risk and then the remedial action for the following list of risks

#### You may add to the list of risks in your risks analyses

- Concrete works
- Formwork
- Reinforcement
- Dust and noise pollution
- Debris removal
- Handling of materials
- Temporary supports to openings through existing walls
- Electrical strip and making safe work and all other electrical works
- Demolitions
- Breaking up and removal mass concrete aprons and ramp
- Removal of floor and wall tiles, floor covering
- Ironmongery removal of locks handles
- Removal of glass and related glazing work including a safety glass installation
- Removal of all water pipes and reinstall copper pipes
- Laying and backfilling of pipes and electrical supply cables
- Plumbing and drainage
- Paintwork including sanding and cleaning
- Tree removal
- Excavating
- Soil poisoning
- Form work ,scaffolding ,rigging including hoists and cranes
- Gas reticulation and appliance installations
- paintwork

General

### 24. Incident/Accident Reporting Policy/Procedure

You must paste our incident/accident reporting policy/procedure document in your safety file.

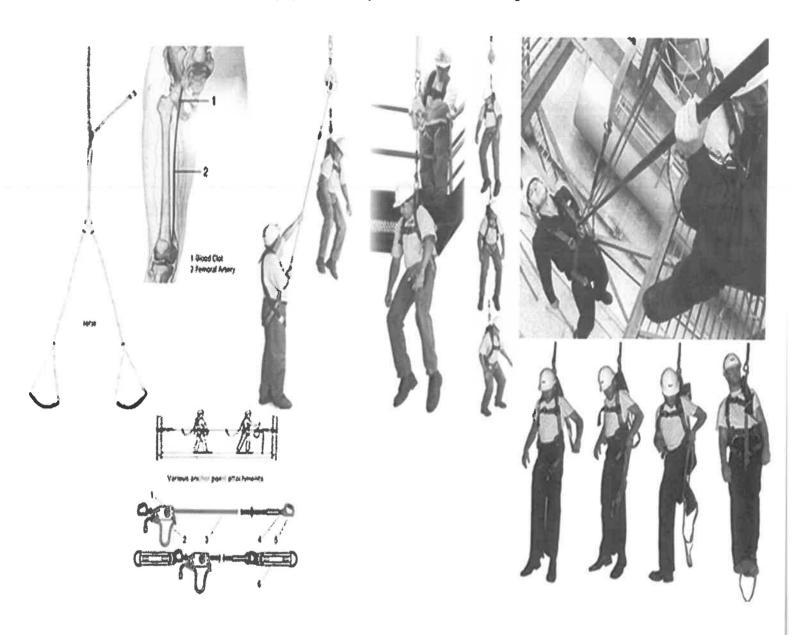
# 25. Health and Safety Specification Document (This document) (CR 2014 ((7) (c) (i))

This specification document must be signed by your CEO and filed in your safety file.

## 26. Fall Protection Plan (CR 2014 10(1))

You must have a fall protection plan in your safety file. The plan must be developed by your appointed Fall Protection Planner. Your fall protection plan must be site specific and practically viable and must cover this sites anticipated fall hazards for your Work area. Do not submit a generic fall protection plan, we know them all. All persons in your employment on site must be trained in fall protection plan.

The attendance register for the training must be attached to the fall protection plan. The plan must also contain a rescue plan for workers hanging from a height in a harness. You only have five minutes to rescue the person hanging from a harness. Your plan should include a practical rescue plan and equipment. Persons executing the rescue plan must be Trained in the plan. Your site management must endorse (sign) the plan.



# 27. Site Emergency Plan

You must familiarise yourself with the site emergency plan developed by contractor. All your employees on site

Must be trained on the site emergency plan. The attendance registers for the training in the site emergency plan

Must be signed and filed in your safety file. The emergency plan is pasted on the notice board on site.

Emergency numbers is also prominently displayed on the notice board.

#### 28. Site Rules

Our site rules, applicable to this site, are pasted on the notice board for everyone to have access to it. All your Employees on site must be trained in our site rules. The attendance registers for the training in the site rules Must be signed and filed in your safety file.

#### 29. Risk Assessments

All your tasks performed on site must be backed by a risk assessment which determined the risks, the hazards And determines the best preventative measures to minimize the risks and hazards. All the risk assessments must have:

- 1 The site name on the risk assessment.
- 2 The date on the risk assessment.
- 3 The person/s name/s that did the risk assessment and their signatures.
- 4 Managements signature as proof of their endorsement and knowledge of the assessment.
- 5 An attendance register as proof that your employees were trained in the risk assessment.

### 30. Public Safety

The site is securely barricaded to keep members of the public from entering the site. The entrance to the site Has access control. Make sure your visitors to the site signs the visitor's book and follow signage directing all Visitors to the site office.

### 31. Safety Awareness Program

Poster is displayed in conspicuous places on site depicting various safety tips. Make your employees aware of Them

#### 32. Toolbox Talks

You will do a safety talk with your employees once per week and it must be recorded as proof that you have

Done so. The Toolbox talk attendance register must be filed in the safety file. Each person on site must attend a
toolbox talk at least once per week. You must force the contractors to also do toolbox talks once per week and
they must also keep record thereof. Topics must be meaningful, not just, e.g. "PPE" or "Safety." It must be
Specific and really meaningful. Toolbox talks must be signed by the facilitator and signed off by management.

#### 33. REGISTERS

Do not use checklists as registers. You must have a separate document that serves as a checklist and a separate Document as a register. A register is not a checklist and vice versa. A register is documents where you list all the items you have in stock.

### 34. Induction Training Register (CR 2014 (7) (5))

We, contractor, the Principal Contractor, will do the site specific induction training with everyone on site. All Induction training will be recorded by us in the induction training register. ID numbers will also be noted, so keep them close by. No person or employee will be allowed or permitted to work on the site, unless such an employee or person has undergone the site's health and safety induction training, pertaining to the hazards prevalent on the site at the time of entry. It is your responsibility to ensure that all your employees on site has indeed undergone the said induction training before they start working

# 35. PPE Issue Register

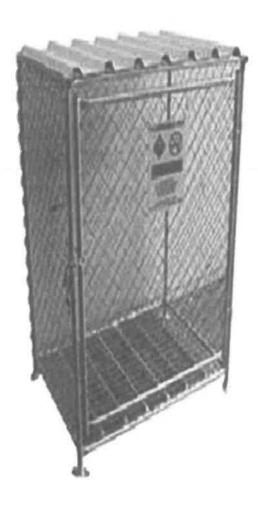
You must issue your employees with the prescribed PPE free of charge. Hard hats, Overall, Steel point safety Shoes are compulsory on site. You will keep a PPE issue Register and record all PPE Issued thereon. ID numbers must also be noted. All persons must be trained in the care and correct use of their PPE. PPE issued must be backed by a risk assessment.

#### 36. Safety Harness Register

All your harnesses must be numbered and recorded on register. You must have a separate document that serves as a checklist. A register is not a checklist and vice versa. If you issue safety harnesses you must make the employee sign for it and you must train them in the proper use thereof and keep record of the training.

#### 37. Hazardous Chemical Substance Register (CR 2014 (25))

All hazardous chemical substances must be listed and controlled on a register. These chemicals must be stored in a well-ventilated secure storage facility on site. Most of these chemicals on site is flammable and must be stored in your flammable goods store. These are samples of storage facilities for hazardous chemical Substances.





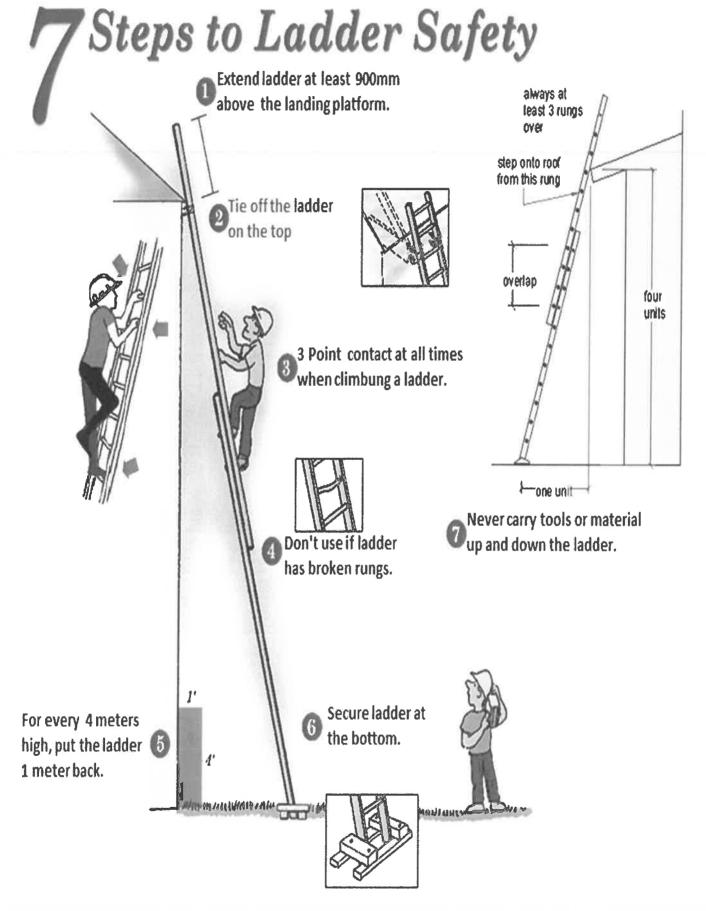
# 38. Ladder Register

All your ladders must be numbered and listed on a "Ladder Register" and this register must be kept up to date.

No self-made ladders will be allowed on site. Study the seven rules of ladders and make sure your employees strictly adhere to it.

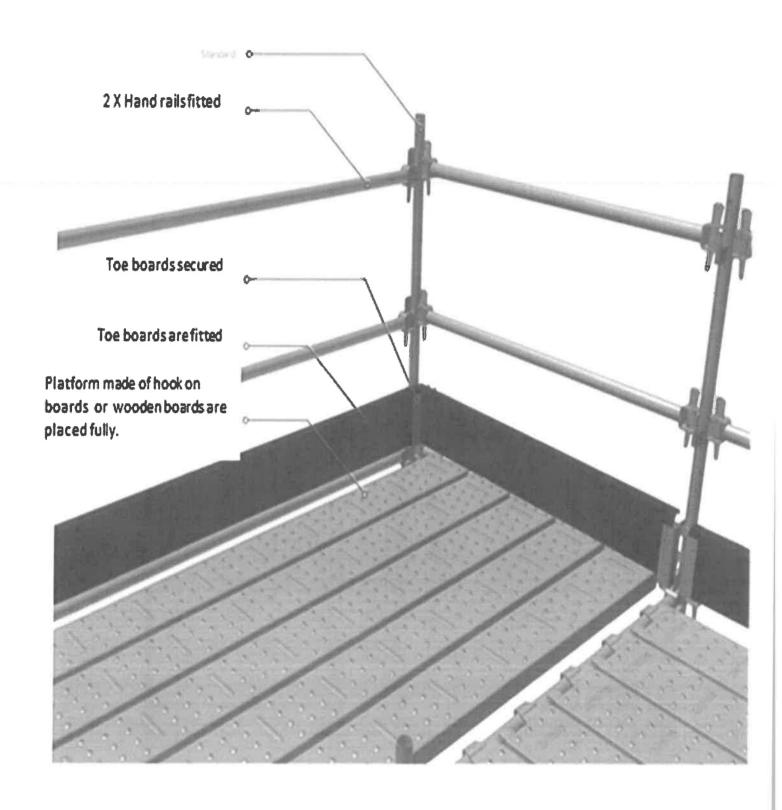


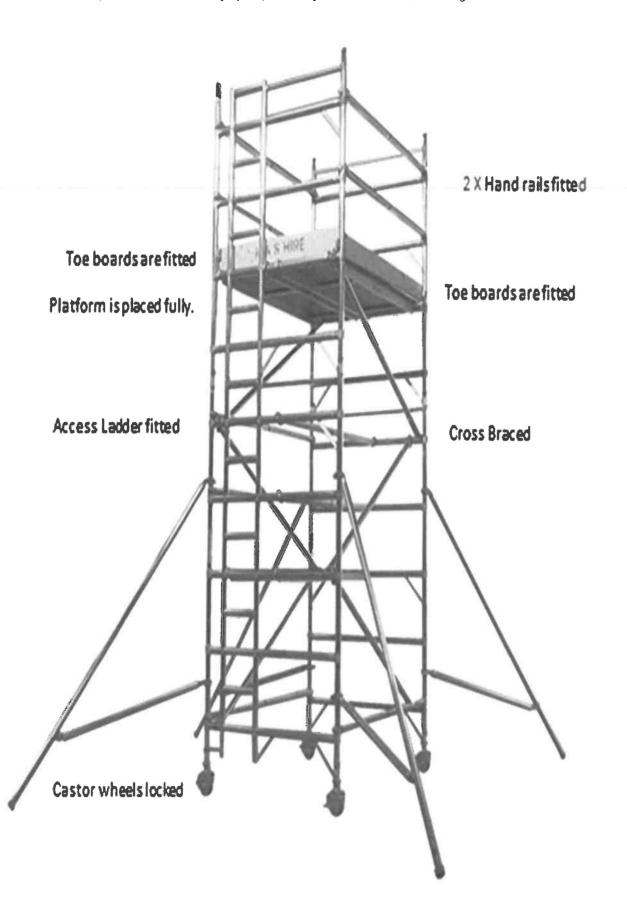




done on a separate checklist. The checklist must be signed by the person doing the check and signed off by Management. Any discrepancies noted must immediately be actioned and action taken must be noted on the checklist. No discrepancy may be carried over to another checklist.

Scaffolding must at least be of the standard shown underneath. Make sure that all your employees are trained in the illustrations and scaffold rules underneath.





No person may use any scaffold if it isn't declared safe for use and tagged with a tag, simular to this tag, tied to the scaffold.



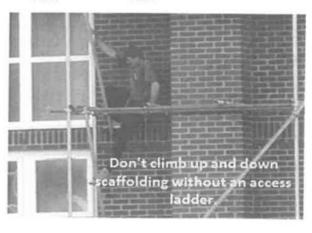


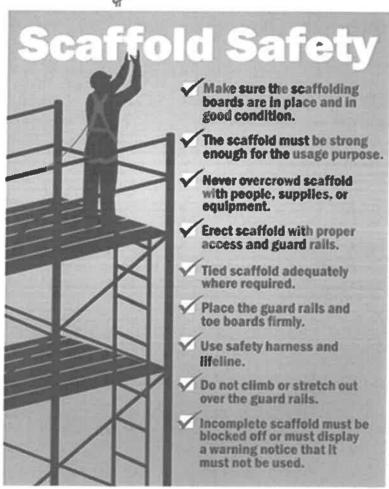


No person may use any scaffold if it is tagged with a tag, simular to this tag, tied to the scaffold.

Back







#### 44. Form & Support Work Register (CR 2014 12)

All your form and support work must be listed on a form and support work register. All form and support work on register must be inspected and certified by a competent person before pouring of any concrete.

### 45. Explosive Actuated Fastening Devices Register (CR 2014 (21) (2) (g) (i))

Your explosive powered tool and the cartridges must be listed and controlled on an explosive powered tool register.

#### 46. Gas registers

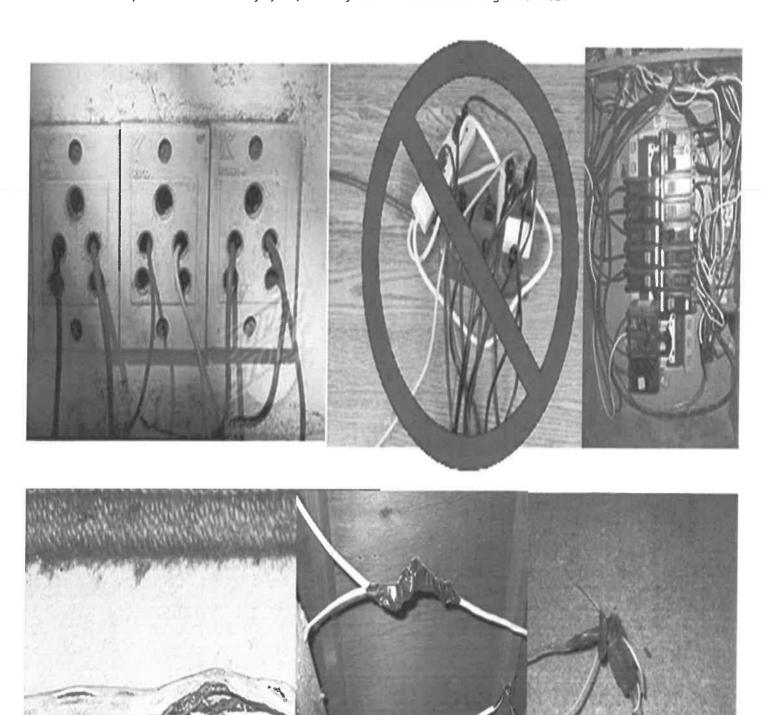
Gas must be registered to ensure there's not more gas on site as necessary this gas include AC refill gas and nitrogen

#### **47. CHECKLISTS**

Checklists must be done daily, weekly or monthly depending on the type of checklist. If an item on a checklist is "OK" or "correct," the block must not be ticked, it must be initialled. The person doing the checks must initial in the block. Any discrepancies must be marked with a cross and then action ed immediately by your Construction supervisor. All checklists must be dated. All checklists must be signed by the person doing the checklist. Your Construction Supervisor must sign off the checklist. The checklist must be kept in the file for record and auditing purposes. In this document we supply a long list of possible checklists that could be used on site. Our advice is for you to have as much checklists as possible, to cover yourself.

### 48. Electrical safety (CR 2014 (24)

We take electrical safety very seriously. The following are examples of common unsafe electrical practices we don't want to see on our site



No joints are allowed on electric extensions cords. DB boards must have a COC certificate. We don't want to see any exposed wires like we see in the photo.

This document serves as a guideline on how we want you to manage the safety program on site. It is common sense and common knowledge that the OHS Act and the Construction Regulation 2014, must be read, and implemented, in liaison with this document and all its requirements. These three are the standards we will use when we audit your safety system.

#### See table next page

			Co Number:	* Protective Equipment e.g. Dost Respirator (Light Dany, Welding Glaves, etc.		nation.	entioned employee is fit		àú
	Construction Regulation 2014	ness	Co Nu	* Job Specific Requirements e.g. Operating Mobile Crane, Digging Trenches, Erecting formwork & Supportwork, etc.		nding the Employee for a medical exami	nployer, satisfied myself that the aboveme	me}	Date:
Annexure 3	OCCUPATIONAL HEALTH AND SAFETY ACT 85 OF 1993	Medical Certificate of Fitness	ID Number:	<sup>a</sup> Possible Exposures eg. noise, heat fall risk dust. confined space, etc.		The Employer to complete the information in the spaces marked with an * before sending the Employee for a medical examination. echaration by the Medical Examiner:	ertify that I have by, examination and testing, using the above criteria specified by the employer, satisfied myself that the abovementioned employee is fit perform the duties as described by the employer in the matrix above.	ccupational Medicine Practitioner/Occupational Health Nursing Practitioner: [Please Print Hame]	Practice Number:
			Name of Employee:		* Occupation	The Employer	ertify that I hav perform the du	cupational Med	gnature:

#### 52. Covid 19 specification:



##

Addendum to the health and safety specification document.it form a part of the Health and safety specification this specification will only form part of the contract if new legislation require it so, but it must be taken in account and must be priced for.

COVID-19 pandemic preven	tion measures to be taken
Site Name:	
Principal Contractor Name:	-
Contractor Name:	
Date:	
WCS /tender number:	
Approval + official details that approved the document:	

#### Background:

You are going to start working on the site soon as it is allowed. That means you must have a Covid - 19 management plan that form part of your health and safety plan, as an addendum, in your safety file. The Covid - 19 management plan must be developed by a competent person.

Your Covid - 19 management plan must be site specific and practically viable and must cover this sites anticipated areas where infections are likely to occur on your site area. All persons in your employ on site must be trained in your Covid - 19 management plan. The attendance register for the training must be attached to the Covid - 19 management plan.

Your CEO and site management must endorse (sign) the Covid - 19 management plan.

#### Your Covid - 19 management plan must contain at least the following:

- a. A schematically drawing of the actual work area and where the actual work will be performed.
- b. Health Risk Assessment:
  - This risk assessment must form part of your management plan. We do not want it as a separate document. It must physically form part of the Covid 19 management plan. Bind it within the plan document.
  - ii Different areas in the workplace might require different methods of safeguarding the employees. In that case specify the area and determine the risks and mitigating measures of that specific area.
- c. What are the symptoms and how to identify them in the workplace?
- d. Screening of workers. How will it be done and when?
- e. If someone is suspected of having the Covid -19 virus, what will the procedure be?
- f. If an employee suspects that he/she has contracted the virus, what would the procedure be?
- g. What PPE will be issued and when?

#### Occupational Health and Safety Act, Act 85 of 1993 and Construction Regulation 2014

- h. Quarantine:- self quarantine, forced quarantine, what will your procedure and policy be?
- i. Working from home guidelines. (When, who, etc.)
- j. Safe travelling to and from work.
- k. How will you safeguard meetings? Precautions during meetings?
- I. Hygiene in the workplace:

#### This specs was developed for Construction sites.

Page 7

- i. Disinfecting workplace, tools, facilities, etc.
- ii. Disinfecting hands and body parts.
- iii. Methods of disinfecting that will be used.
- iv. What type of disinfectant?
- m. Physical contact. (Control, who, when, etc.)
- Training of employees
- o. Cross Provincial border travel of employees.
- p. Keeping record and communicating vital information of cases detected on site.
- q. Visitors to the site.
- r. Social distancing on site.
- s. Employee awareness program.
- t. Regularly cleaning common contact surfaces on site?
- u. How will you treat drivers that deliver to site?
- v. Handwashing facilities. (Where, when, how many, type, etc.)
- w. Provision and disposal of hand towels.
- x. Cleaning regimes for toilet facilities particularly door handles, locks and the toilet flush.
- y. Portable toilet hygiene.
- z. Break times, how will you reduce congestion and contact?
- aa Hygiene at water drinking stations.
- ab Tracing of infected employees.
- ac You're weekly Covid 19 reports that must be submitted to the Client.
- ad Congestion at the workplaces.
- ae Consequence of not adhering to the Covid 19 management plan, the risk assessment and the policy.
- af You must develop a Covid 19 Policy.
- ag How will you manage your contractors on site regarding the Covid 19?

The required document must be submitted to DPW Consultants/Project managers/OHS Managers. We will issue a letter of approval if all the requirements in this addendum to the health and safety plan, have been met. Please note that these requirements are minimum requirements only and all of the items must be addressed in your Covid - 19 management plan, risk assessment and Covid - 19 policy document.

#### The index to your Covid - 19 File should contain at least the following:

- Covid 19 Management plan
- Covid 19 Risk Assessment
- 3 Covid 19 Policy

- 7 Toolbox Talks
- 8 Safe Work Procedures
- Checklists

#### Occupational Health and Safety Act, Act 85 of 1993 and Construction Regulation 2014

4	Employee Screening declarations	10	Training Material	
5	PPE Issue Register	11	Posters	
6	Compliance Employees Appointments	12	Compliance Officer Appointments	
I herewith n	ny signature confirm that I have received this Covid -	19 specification document.		
	Signature:			
	Date:			
	This specs was o	leveloped for Construction	ites to assist contractors	

**End of specification: 2022** 

Occupational Health and Safety Act, Act 85 of 1993 and Construction Regulation 2014	

End of site specific OHS Specification