



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

**TENDER DOCUMENT
FOR THE
CULLINAN MAGISTRATE COURT: INSTALLATION OF STANDBY GENERATOR:
DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT.
(SUPPLY, DELIVERY AND INSTALLATION OF 40kVA).**

PTQ23/266

ELECTRICAL ENGINEER

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DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE

*251 AVN Building
Cnr Thabo Sehume and Nana Sita Street
Pretoria Private Bag X229
Pretoria, 0001*

Advert Date: 13 October 2023

Site Briefing Date: 19 October 2023

Site Location: Cullinan Magistrate Court (2 School Wy, 1000)

Site Briefing Time: 11:00AM

Quotation Closing Date: 25 October 2023

Closing Time: 11:00AM

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PA-03 (EC): NOTICE AND INVITATION FOR QUOTATION

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES QUOTATIONS FOR:

Project title:	CULLINAN MAGISTRATE COURT: INSTALLATION OF STANDBY GENERATOR: DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT.
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Quotation no:	PTQ23/266	Reference no:	N/A
Advertising date:	13/10/2023	Closing date:	25/10/2023
Closing time:	11:00AM	Validity period:	30 Calendar days

1. REQUIRED CIDB GRADING

It is estimated that tenderers should have a CIDB contractor grading designation of **2 EB or higher, or 2 EB*** or higher.

**Select tender value range and select class of construction works” or select “Not applicable” where only one class of construction works is applicable.*

It is estimated that potentially emerging enterprises should have a CIDB contractor grading designation of **Not applicable Not applicable PE** or higher, or **Not applicable Not applicable PE*** or higher.

**Select tender value range and select class of construction works” or select “Not applicable” where no or only one class of construction works is applicable.*

2. FUNCTIONALITY CRITERIA APPLICABLE YES NO

Note 1: Failure to meet minimum functionality score will result in the tenderer being disqualified.

Functionality criteria ¹ :	Weighting factor:
<p>1. Work Experience and references</p> <p>Projects completed within the past 10 years which are of similar nature (Installation, testing and commissioning of 400/230 Volts generator system with automatic change over unit) and be of minimum value of R 500 000.00 per project.</p> <p>The bidder must submit the following:</p> <ul style="list-style-type: none"> -A list of completed similar projects -Signed reference letters from client/engineer which indicates the project value. -Signed Practical Completion Certificate. <p>The above will be evaluated as a cluster.</p> <ul style="list-style-type: none"> a. Five completed projects with a value of R 500 000.00 per project =5 Points b. Four completed projects with a value of R 500 000.00 per project =4 Points c. Three completed projects with a value of R 500 000.00 per project =3 Points d. Two completed projects with a value of R 500 000.00 per project =2 Points e. One completed projects with a value of R 500 000.00 per project =1 Points <p>Non submission of any of the above =0 points.</p>	30

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

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”.

2. Human Resources- Key Personnel

The bidder must provide proof of workforce to execute the project with their CV's, certified copies of proof of qualifications and certified South African identity documents, certification should not be older than six months on the closing date of the tender.

A company organogram should be attached and should reflect the key personnel to be assigned on the project as well as their experience in the built environment. The experience must be relevant to project in question and must be of required key staff members mentioned below.

Please note that the below will be evaluated as a cluster therefore any omissions of any discipline result in a zero score.

a) For a bidder to be allocated 5 points the bidder should have the following:

Contracts Manager- Must have 10 years' experience or more in the installation, testing and commissioning of a generator system.

Installation Electrician/Master Electrician- Must have 5 years or more experience post qualification in installation, testing and commissioning of a generator system. Provide a valid proof of registration certificate as an electrician from department of labour

Safety Officer with relevant built environment qualification with 2 years post qualification experience as a safety officer. And must be registered with SACPCMP as a safety officer.

b) For a bidder to be allocated 4 points the bidder must have the following:

Construction Manager - Must have 8 years' experience or more but less than 10 years in installation, testing and commissioning of a generator system.

Installation Electrician/Master electrician with 4 years' experience or more, but less than 5 years post qualification in installation, testing and commissioning of a generator system. Provide a valid proof of registration certificate as an electrician from department of labour.

Safety Officer with relevant built environment qualification with 2 years post qualification experience as a safety officer. And must be registered with SACPCMP as a safety officer.

c) For the bidder to be allocated 3 points the bidder should have the following:

Contracts Manager - Must have 6 years' experience or more, but less than 8 years in installation, testing and commissioning of a generator system.

Installation Electrician/Master electrician with 3 years' experience or more but less than 4 years' experience post qualification of a generator system. Provide a valid proof of registration certificate as an electrician from department of labour.

Safety Officer with relevant built environment qualification with 2 years post qualification experience as a safety officer and must be registered with SACPCMP as a safety officer.

d) For the bidder to be allocated 2 points the bidder should have the following:

Contracts Manager - Must have 4 years' experience or more, but less than 6 years in installation, testing and commissioning of a generator system.

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<p>Installation Electrician/Master electrician with 2 years' experience or more but less than 3 years' experience post qualification in installation, testing and commissioning of a generator system. Provide a valid proof of registration certificate as an electrician from department of labour.</p> <p>Safety Officer with relevant built environment qualification with 2 years post qualification experience as a safety officer. And must be registered with SACPCMP as a safety officer.</p> <p>e) For the bidder to be allocated 1 point the bidder should have the following:</p> <p>Contracts Manager - Must have 2 years' experience or more, but less than 4 years in installation, testing and commissioning of a generator system.</p> <p>Installation Electrician/Master electrician with 1 years' experience or more but less than 2 years' experience post qualification in installation, testing and commissioning of a generator system. Provide a valid proof of registration certificate as an electrician from department of labour</p> <p>Safety Officer with relevant built environment qualification with 2 years post qualification experience as a safety officer. And must be registered with SACPCMP as a safety officer.</p> <p>f) Non submit any of the above = 0 points</p>	
<p>3. Project Execution Plan</p> <p>a) For the bidder to be allocated 05 points, the bidder should attach a PEP as follow:</p> <p>The bidder should attach a specific PEP based on the contract duration in the contract data reflecting the following:</p> <ul style="list-style-type: none"> -Key Activities. -Show critical path -Show good sequencing of activities, sub activities with duration that is in line with the contract period as per the contract data stated on the tender document. -Show duration of activities. -The bidder should indicate how any deviations from the critical path will be managed. <p>b) The bidder will be allocated zero points should the bidder not attach the PEP or attach the PEP without any of the above key elements.</p>	10
<p>4. Bank Rating</p> <p>The bidder must submit an original stamped bank rating letter or a certified copy of such a letter which is not older than 6 months at the closing date of the quotation</p> <ul style="list-style-type: none"> 1. Rating A = 5 Points 2. Rating B = 4 Points 3. Rating C = 3 Points 4. Rating D = 2 Points 5. Rating E = 1 Point <p>Non- Submission of any of the above = 0 Points</p>	10

5.Submission of brochure	
The bidder must submit a brochure of the intended material/equipment to be installed (generator, DB etc.).The material/equipment should be as per Department of Public Works and Infrastructure (DPWI) specification.	
a) Submission of brochure as per DPWI specification = 5 points	20
b) Failure to submit the brochure or submission of brochure that is not as per DPWI specification will result in = 0 points.	
Total	100 Points

3. METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS

3.1. For procurement transaction with rand value greater than R2 000, 00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable.

Table 1

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 (Mandatory)	10	<ul style="list-style-type: none"> SANAS Accredited BBEE Certificate or Sworn Affidavit where applicable.
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 (Mandatory)	2	<ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder.
3.	An EME or QSE which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> SANAS Accredited BBEE Certificate or Sworn Affidavit where applicable.

4.	An EME or QSE which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p> <ul style="list-style-type: none"> • Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> • National Council for Persons with Physical Disability in South Africa registration (NCPDOSA).
5.	An EME or QSE which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> • ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

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

4. RESPONSIVENESS CRITERIA

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

1	<input checked="" type="checkbox"/>	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	<input checked="" type="checkbox"/>	Tender offer must be properly received on the tender closing date and time specified on the invitation, completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	<input checked="" type="checkbox"/>	Use of correction fluid is prohibited.
4	<input checked="" type="checkbox"/>	Submission of a signed bid offer as per the DPW-07 (EC).
5	<input checked="" type="checkbox"/>	Submission of DPW-09 (EC): Particulars of Tenderer's Projects.
6	<input checked="" type="checkbox"/>	Bidders must comply with DPW-21 (EC): Record of Addenda to tender documents, if any.
7	<input checked="" type="checkbox"/>	Submission of DPW-16 signed by the authorised official and completion of bid briefing attendance register. insert motivation why the tender clarification meeting is declared compulsory
8	<input checked="" type="checkbox"/>	The tenderer shall submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.
9	<input checked="" type="checkbox"/>	The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender.
10	<input checked="" type="checkbox"/>	CIDB contractor grade designation required is 2EB or Higher
11	<input type="checkbox"/>	Specify other responsiveness criteria
12	<input type="checkbox"/>	Specify other responsiveness criteria

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".

13	<input type="checkbox"/>	Specify other responsiveness criteria
14	<input type="checkbox"/>	Specify other responsiveness criteria
15	<input type="checkbox"/>	Specify other responsiveness criteria

4.2. Indicate administrative responsiveness requirements applicable for this tender.

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 will disqualify the tender offer from further consideration.

1	<input checked="" type="checkbox"/>	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's.
2	<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	<input checked="" type="checkbox"/>	All parts of tender documents submitted must be fully completed in ink and signed where required.
4	<input checked="" type="checkbox"/>	Submission of (PA-11): Bidder's disclosure
5	<input checked="" type="checkbox"/>	Submission of PA-16.1 (EC): Ownership Particulars
6	<input checked="" type="checkbox"/>	Submission of documentation relating to risk assessment criteria as contained in C 2.1 of DPW-03 Tender Data.
7	<input checked="" type="checkbox"/>	Submission of (PA 40): Declaration of Designated Groups.
8	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD). Insert the Supplier Registration Number on the form of offer, including proposed sub-contractors if any
9	<input type="checkbox"/>	Data provided by the tenderer in Part 2 of DPW-04 Contract Data (JBCC 2018) or DPW-05 Contract Data (GCC 2015) whichever applicable to be fully completed.
10	<input type="checkbox"/>	The tenderer shall submit his fully priced Bills of Quantities (complete document inclusive of all parts) within 14 calendar days from request.
11	<input checked="" type="checkbox"/>	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
12	<input checked="" type="checkbox"/>	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
13	<input checked="" type="checkbox"/>	Submission of PA-29: Certification of Independent Bid Determination
14	<input checked="" type="checkbox"/>	In case of a Joint Venture bidders must submit separate PA-11
15	<input checked="" type="checkbox"/>	Data provided by the Service Provider (C1.2.3) completed.
16	<input type="checkbox"/>	Specify other responsiveness criteria
17	<input type="checkbox"/>	Specify other responsiveness criteria
18	<input type="checkbox"/>	Specify other responsiveness criteria

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

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

5. THE FOLLOWING EVALUATION METHOD FOR RESPONSIVE BIDS WILL BE APPLICABLE:

<input type="checkbox"/> Method 1 (Financial offer)	<input checked="" type="checkbox"/> Method 2 (Financial and Preference offer)
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5.1. This bid will be evaluated according to the 80/20 Preference points scoring 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:

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 specify period between 5 and 10 years.

The tendering Service Provider's experience on comparable projects during the past specify period between 5 and 10 years. The number of current and previous comparable projects performed by the Tenderer as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer will be *mutatis mutandis* declared non-responsive.

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

Criterion 2: Contractual commitment and quality of performance on comparable projects during the past specify period between 5 and 10 years.

Adherence to contractual commitments and quality of performance of comparable current and previous projects performed by the Tenderer during the past specify period between 5 and 10 years as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer.

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

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

Criterion 3: Suitably qualified and appropriately experienced human resources

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

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

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

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.

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".

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. COLLECTION OF QUOTATION DOCUMENTS

- Quotation documents are available for collection during working hours
- Alternatively; quotation documents may be collected during working hours at the following address **251 Nana Sita Street, Pretoria Central**. A non-refundable bid deposit of **R 0.00** payable (cash only) on collection of the bid documents.

8. SITE INSPECTION MEETING

Compulsory briefing session will be held in respect of this quotation.

The particulars for compulsory briefing session or virtual briefing session are:

Venue:	2 School Wy, Cullinan Magistrate Court, 1000		
Virtual meeting Link:	"N/A"		
Date:	19 October 2023	Starting time:	11:00AM

9. ENQUIRIES

9.1. Technical enquiries may be addressed to:

DPWI Project Manager	Ndimphiwe Kamtshe	Telephone no:	012 406 1818
Cellular phone no	063 132 5896	Fax no:	N/A
E-mail	Ndimphiwe.Kamtshe@dpw.gov.za		

9.2. SCM enquiries may be addressed to:

SCM Official	Sekwati Molepo	Telephone no:	012 492 1467
Cellular phone no		Fax no:	N/A
E-mail	Sekwati.Molepo@dpw.gov.za		

10. DEPOSIT / RETURN OF QUOTATION DOCUMENTS

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

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

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

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

<p>Tender documents may be posted to:</p> <p>The Director-General Department of Public Works and Infrastructure Private Bag X 229 Pretoria 0001</p> <p>Attention: Procurement section: Room G03</p>	<p>OR</p>	<p>Deposited in the tender box at:</p> <p>Department of Public Works & Infrastrucutre AVN Building 251 Nana Sita Street Ground Floor</p>
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DPW-03 (EC): TENDER DATA

Project title:	Department of Justice and Constitutional Development: Cullinan Magistrate Office: Standby Generator.
Reference no:	

Tender / Quotation no:	PTQ23/266	Closing date:	25 October 2023
Closing time:	11:00AM	Validity period:	30 Calendar days

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

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C.1.4	The Employer's agent is:	
	Name:	<i>Ndimphiwe Kamtshe</i>
	Capacity:	<i>Departmental Project Manager</i>
	Address:	<i>251 Nana Sita Street, Pretoria, 0001</i>
	Tel:	<i>012 406 1818</i>
	Fax:	<i>N/A</i>
	E-mail:	<i>Ndimphiwe.Kamtshe@dpw.gov.za</i>
C.2.1 C.3.11	<p>A. <u>ELIGIBILITY IN RESPECT OF CIDB REGISTRATION:</u></p> <p>The following tenderers who are registered with the CIDB, or are *capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated (* tenderers who are capable of being so registered, or who have applied for registration but have not yet received confirmation of such registration, must provide, <u>with this tender</u>, acceptable documentary proof thereof):</p> <p>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 EB** class of construction work; and</p> <p>b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above: Not applicable</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the 2 EB or 2 EB** class of construction work; and 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations for a 2 EB or 2 EB** class of construction work <p>** <i>Delete "or select tender value range select class of construction works" where only one class of construction works is applicable</i></p> <p>A contract will be entered into with a tenderer who has in his employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff: Applicable</p>	

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C. FUNCTIONALITY WEIGHTING APPLICABLE TO THIS BID:

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

Functionality Criteria	Weighting Factor
<p>1. Work Experience and references</p> <p>Projects completed within the past 10 years which are of similar nature (Installation, testing and commissioning of 400/230 Volts generator system with automatic change over unit) and be of minimum value of R 500 000.00 per project.</p> <p>The bidder must submit the following:</p> <ul style="list-style-type: none"> -A list of completed similar projects -Signed reference letters from client/engineer which indicates the project value. -Signed Practical Completion Certificate. <p>The above will be evaluated as a cluster.</p> <ul style="list-style-type: none"> a. Five completed projects with a value of R 500 000.00 per project =5 Points b. Four completed projects with a value of R 500 000.00 per project =4 Points c. Three completed projects with a value of R 500 000.00 per project =3 Points d. Two completed projects with a value of R 500 000.00 per project =2 Points e. One completed projects with a value of R 500 000.00 per project =1 Points <p>Non submission of any of the above =0 points.</p>	30
<p>2. Human Resources- Key Personnel</p> <p>The bidder must provide proof of workforce to execute the project with their CV's, certified copies of proof of qualifications and certified South African identity documents, certification should not be older than six months on the closing date of the tender.</p> <p>A company organogram should be attached and should reflect the key personnel to be assigned on the project as well as their experience in the built environment. The experience must be relevant to project in question and must be of required key staff members mentioned below.</p> <p>Please note that the below will be evaluated as a cluster therefore any omissions of any discipline result in a zero score.</p> <p>a) For a bidder to be allocated 5 points the bidder should have the following:</p> <p>Contracts Manager- Must have 10 years' experience or more in the installation, testing and commissioning of a generator system.</p>	30

Installation Electrician/Master Electrician- Must have 5 years or more experience post qualification in installation, testing and commissioning of a generator system. Provide a valid proof of registration certificate as an electrician from department of labour

Safety Officer with relevant built environment qualification with 2 years post qualification experience as a safety officer. And must be registered with SACPCMP as a safety officer.

b) For a bidder to be allocated 4 points the bidder must have the following:

Construction Manager - Must have 8 years' experience or more but less than 10 years in installation, testing and commissioning of a generator system.

Installation Electrician/Master electrician with 4 years' experience or more, but less than 5 years post qualification in installation, testing and commissioning of a generator system. Provide a valid proof of registration certificate as an electrician from department of labour.

Safety Officer with relevant built environment qualification with 2 years post qualification experience as a safety officer. And must be registered with SACPCMP as a safety officer.

c) For the bidder to be allocated 3 points the bidder should have the following:

Contracts Manager - Must have 6 years' experience or more, but less than 8 years in installation, testing and commissioning of a generator system.

Installation Electrician/Master electrician with 3 years' experience or more but less than 4 years' experience post qualification of a generator system. Provide a valid proof of registration certificate as an electrician from department of labour.

Safety Officer with relevant built environment qualification with 2 years post qualification experience as a safety officer and must be registered with SACPCMP as a safety officer.

d) For the bidder to be allocated 2 points the bidder should have the following:

Contracts Manager - Must have 4 years' experience or more, but less than 6 years in installation, testing and commissioning of a generator system.

Installation Electrician/Master electrician with 2 years' experience or more but less than 3 years' experience post qualification in installation, testing and commissioning of a generator system. Provide a valid proof of registration certificate as an electrician from department of labour.

Safety Officer with relevant built environment qualification with 2 years post qualification experience as a safety officer. And must be registered with SACPCMP as a safety officer.

e) For the bidder to be allocated 1 point the bidder should have the following:

<p>Contracts Manager - Must have 2 years' experience or more, but less than 4 years in installation, testing and commissioning of a generator system.</p> <p>Installation Electrician/Master electrician with 1 years' experience or more but less than 2 years' experience post qualification in installation, testing and commissioning of a generator system. Provide a valid proof of registration certificate as an electrician from department of labour</p> <p>Safety Officer with relevant built environment qualification with 2 years post qualification experience as a safety officer. And must be registered with SACPCMP as a safety officer.</p> <p>f) Non submit any of the above = 0 points,</p>	
<p>3. Project Execution Plan</p> <p>a) For the bidder to be allocated 05 points, the bidder should attach a PEP as follow:</p> <p>The bidder should attach a specific PEP based on the contract duration in the contract data reflecting the following:</p> <ul style="list-style-type: none"> -Key Activities. -Show critical path -Show good sequencing of activities, sub activities with duration that is in line with the contract period as per the contract data stated on the tender document. -Show duration of activities. -The bidder should indicate how any deviations from the critical path will be managed. <p>b) The bidder will be allocated zero points should the bidder not attach the PEP or attach the PEP without any of the above key elements.</p>	10
<p>4. Bank Rating</p> <p>The bidder must submit an original stamped bank rating letter or a certified copy of such a letter which is not older than 6 months at the closing date of the quotation</p> <ul style="list-style-type: none"> 1. Rating A = 5 Points 2. Rating B = 4 Points 3. Rating C = 3 Points 4. Rating D = 2 Points 5. Rating E = 1 Point <p>Non- Submission of any of the above = 0 Points</p>	10
<p>5.Submission of brochure</p> <p>The bidder must submit a brochure of the intended material/equipment to be installed (generator, DB etc.).The material/equipment should be as per Department of Public Works and Infrastructure (DPWI) specification.</p> <p>a) Submission of brochure as per DPWI specification = 5 points</p> <p>b) Failure to submit the brochure or submission of brochure that is not as per DPWI specification will result in = 0 points.</p>	20

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:	50
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D. METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS



D1. For procurement transaction with rand value greater than R2 000,00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed below are applicable.

Table 1

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 (Mandatory)	10	<ul style="list-style-type: none"> SANAS Accredited BBEE Certificate or Sworn Affidavit where applicable.
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 (Mandatory)	2	<ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.

			Or
			<ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder.
3.	An EME or QSE which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p> <ul style="list-style-type: none"> Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).
5.	An EME or QSE which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.



D2. For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable.

Table 2

Seri al No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
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 (Mandatory)	2	<ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p>

				<ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder.
	3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
	4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p> <ul style="list-style-type: none"> Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDASA).</p>
	5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.



D3. For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 2 below are applicable.

NB. The use of one of goal numbers' 4 or 5 is mandatory. The BSC must select either one of the two, but not both.

Table 3

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 or any entity which is at least 51% owned by black people (Mandatory)	4	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

	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 (Mandatory)	2	<ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder.
	3.	An EME or QSE or any entity which is at least 51% owned by black women (mandatory)	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
	4. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p> <ul style="list-style-type: none"> Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</p>
	OR 5. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

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

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E. ELIGIBILITY IN RESPECT OF RISK TO EMPLOYER:

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

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

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

E.1 Technical risks:

Criterion 1: Experience on comparable projects during the past specify period between 5 and 10 years.

The tendering Service Provider's experience on comparable projects during the past specify period between 5 and 10 years. The number of current and previous comparable projects performed by the Tenderer as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer will be *mutatis mutandis* declared non-responsive.

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

Criterion 2: Contractual commitment and quality of performance on comparable projects during the past specify period between 5 and 10 years.

Adherence to contractual commitments and quality of performance of comparable current and previous projects performed by the Tenderer on comparable projects during the past specify period between 5 and 10 years as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer be *mutatis mutandis* declared non-responsive.

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

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

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	<ol style="list-style-type: none"> 3. Project performance: time management & programming of works, timeous ordering of materials and appointment of subcontractors; 4. Financial management: payment to suppliers and cash flow problems; 5. Quality of workmanship: extent of reworks and timeous attention to remedial works; 6. Personnel resources: suitably qualified and experienced, turnover in site staff and labour force, specifically site manager and foreman; 7. Personnel management: extent of labour disputes and ability to resolving labour disputes amicably; 8. Sub-contractors: extent of turnover in subcontractors, general liaison and payment problems experienced; 9. Contract administration: contractual aspects such as complying to laws and regulations, insurances, security, submission of required documentation timeously, reaction to written contract instructions, appointments of subcontractors, etc. as can generally be expected in standard/normal conditions of contract. 10. Health & Safety: adherence to regulations and compliance, and number of transgressions & serious incidents. 11. Plant & equipment: sufficient resources on site and in time. 12. Delays: extent of causing delays, submission of claims timeously, and abuse of or exaggerated delay claims. 13. Final account: extent to which the contractor assisted in finalising the final account. <p>Criterion 3: Suitably qualified and appropriately experienced human resources</p> <p>Allocation of suitably qualified and appropriately experienced human resources, both in respect of principals and/or other staff (contract manager, site agent, site foreman including other professional, technical and/or administrative) of the tendering Service Provider to the project, as proof that the tendering Service Provider will be able to react/respond appropriately to the Services required herein. The Company Organogram with CV's and certified ID's of all principals and employed workforce as well as proof of Professional Registration will be verified. Current and future workload of the tenderer in relation to capacity and capability will also be considered. The tenderer should demonstrate that he or she possesses the necessary professional and technical qualifications and -competence in relation to the scope of work and work to be undertaken.</p> <p>Criterion 4: Attendance of compulsory bid clarification meeting, if applicable</p> <p>If applicable, submission of confirmation of DPW-16.1 (PSB) attendance of compulsory bid clarification meeting or proof of attending the compulsory virtual meeting by a suitably qualified and experienced representative of the tenderer in terms of PA-04 (EC): Notice and Invitation to Tender.</p> <p>E.2 Commercial risks:</p> <p>The financial viability assessment evaluates the risk over the life of the construction period, as to whether the tenderer will be able to deliver the goods and services which are specified in the contract and / or be able to fulfil guarantees or warranties provided for in the contract in order to complete the project successfully for the amount tendered.</p> <p>Aspects to be considered include but are not limited to, the respective rates tendered, bank rating, financial capability and capacity whether the tenderer has or has access to sufficient financial resources to deliver the goods or services described in the tender documentation (including fulfilling any guarantees or warranty claims), whether the tenderer is not subject to any current or impending legal action (either formal proceedings or notification of legal action) which could impact on the financial standing of the tenderer or the delivery of the goods or services, financial report from auditors as proof of current liquidity, and company or any parent company or investor guarantee/s and financial statements.</p>
C.2.7	For particulars regarding a pre-tender site inspection meeting, see Notice and Invitation to Tender T1.1

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<p>C.2.12</p>	<p>If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements. A tenderer may submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. Provided that the tenderer's main tender offer is according to specification and would under normal circumstances be recommended for acceptance, his alternative tender offer may also be considered for the purpose of the award of the contract.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.</p> <p>Alternative tender offer permitted: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>
<p>C.2.13.2</p>	<p>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.</p>
<p>C.2.13.5</p>	<p>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.</p>
<p>C.2.13.6 C.3.5</p>	<p>A two-envelope procedure will not be followed.</p>
<p>C.2.15</p>	<p>The closing time for submission of tender offers is as per Notice and Invitation to Tender T1.1.</p>
<p>C.2.16</p>	<p>The tender offer validity period is as per Notice and Invitation to Tender T1.1.</p>
<p>C2.16.3</p>	<p>Omit the wording of the last sentence for those projects which are subject to CPAP</p>
<p>C.2.18</p>	<p>The tenderer will be required to submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts):</p> <p><input checked="" type="checkbox"/> Together with his tender; or <input type="checkbox"/> The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender and thereafter submit the fully completed Bills of Quantities within fourteen (14) calendar days of the date requested to do so prior to the award of the contract.</p>
<p>C.2.19</p>	<p>Access shall be provided for inspections, tests and analysis as may be required by the Employer.</p>
<p>C.3.4.1 C.3.4.2</p>	<p>The location for opening of the tender offers, immediately after the closing time thereof shall be at: 251 Nana Sita Street, AVN Building Pretoria</p>
<p>C.3.8</p>	<p>The words "responsive tender" and "acceptable tender" shall be construed to have the same meaning.</p>

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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

Project title:	<i>CULLINAN MAGISTRATE COURT: INSTALLATION OF STANDBY GENERATOR: DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT</i>		
Tender / Quotation no:	PTQ23/266	Reference no:	N/A
Receipt Number:			

1. RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Note: 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
Submission of a signed bid offer as per the (DPW-07 EC)	4 Pages	Yes
Submission of DPW-09 (EC): Particulars of Tenderer's Projects.	2 Pages	Yes
Bidders must comply with DPW-21 (EC): Record of Addenda to tender documents, if any.	1 Page	Yes
Site Inspection Meeting Certificate (DPW-16 EC) (<i>if applicable</i>).	1 Page	Yes
CIDB contractor grade designation required is 2EB or Higher	–	Yes
The tenderer shall submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.	11 Pages	Yes
The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender.	11 Pages	Yes
Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022	5 Pages	Yes

* In compliance with the requirements of the cidb SFU Annexure G

Tender / Quotation no: PTQ22/392

2. ADDITIONAL RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Note: Failure to submit the applicable documents will result in the Tenderer having to submit the same upon request within Seven (7) calendar days from request 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
Any <u>additional</u> information required to complete a risk assessment (<i>if applicable</i>)	-	Yes
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 .	6 Pages	Yes
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.	6 Pages	Yes
Submission of (PA-11) Bidder's disclosure	3 Pages	Yes
Submission of PA-16.1 (EC): Ownership Particulars	-	Yes
Submission of proof of Registration on National Treasury's Central Supplier Database (CSD). Insert the Supplier Registration Number on the form of offer, including proposed subcontractors if any	-	Yes
Fully completed Declaration of Designated Groups for Preferential Procurement (PA 40)	2 Pages	Yes
Submission of PA-29: Certification of Independent Bid Determination	4 Pages	Yes
In case of a Joint Venture bidders must submit separate PA-11	3 Pages	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 the same upon request within Seven (7) calendar days 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 subcontractors (DPW-15 EC) (<i>if applicable</i>)	1 Page	Yes
Particulars of Electrical Contractor (DPW-22 EC) (<i>if applicable</i>)	1 Page	Yes
Mechanical / Electrical / Security Work material and equipment schedules (<i>if applicable</i>)	Pages	Yes
Schedule for Imported Materials and Equipment (DPW-23 EC) (<i>if applicable</i>)	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)

Note: 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)	11 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Fully priced and completed sectional summary- and final summary pages with the tender.	11 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Tender / Quotation no: PTQ22/392

Tender document name	Number of pages issued	Returnable document
<i>insert document name</i>	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>insert document name</i>	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>insert document name</i>	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

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

Signed by the Tenderer

Name of representative	Signature	Date

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

Project title:	<i>CULLINAN MAGISTRATE COURT: INSTALLATION OF STANDBY GENERATOR: DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT</i>		
Tender / Quotation no:	PTQ 23/266	Reference no:	

OFFER

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

CULLINAN MAGISTRATE COURT: INSTALLATION OF STANDBY GENERATOR: DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT

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

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

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

Rand (in figures) R

Rand (in words).....

.....

.....

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

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

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

Company or Close Corporation:

.....

.....

And: Whose Registration Number is:

.....

And: Whose Income Tax Reference Number is:

.....

CSD supplier number:.....

OR

Natural Person or Partnership:

.....

.....

Whose Identity Number(s) is/are:

.....

Whose Income Tax Reference Number is/are:

.....

..

CSD supplier number:.....

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

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

Tender / Quotation no: PTQ 23/266

AND WHO IS (if applicable):	
Trading under the name and style of:	
AND WHO IS:	
Represented herein, and who is duly authorised to do so, by: Mr/Mrs/Ms: In his/her capacity as:	Note: A Resolution / Power of Attorney, signed by all the Directors / Members / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.

SIGNED FOR THE TENDERER:

Name of representative	Signature	Date

WITNESSED BY:

Name of witness	Signature	Date

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

- The official documents
- The official alternative
- Own alternative (only if documentation makes provision therefore)

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

SECURITY OFFERED:

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

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

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

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

Tender / Quotation no: PTQ 23/266

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

.....

Other Contact Details of the Tenderer are:

Telephone No..... Cellular Phone No.

Fax No

Postal address

Banker Branch.....

Registration No of Tenderer at Department of Labour

CIDB Registration Number:

ACCEPTANCE

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

The terms of the contract are contained in:

Part C1 Agreement and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work

Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

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

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

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

For the Employer:

Name of signatory	Signature	Date

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

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

Tender / Quotation no: PTQ 23/266

Name of Organisation:	Department of Public Works and Infrastructure
Address of Organisation:	<i>AVN Building Corner Thabo Sehume and 251 Nana Sita Street Pretoria 0001</i>

WITNESSED BY:

Name of witness	Signature	Date

Schedule of Deviations

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

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

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

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

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



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

BILL OF QUANTITIES

SCHEDULE NO. 1.1: ELECTRICAL INSTALLATION

	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1	<u>PRELIMINARIES AND GENERAL</u> Preliminaries and general required to comply with the conditions of contract and all regulations governing this contract.	Months	6		
1.1	<u>OCCUPATIONAL HEALTH & SAFETY</u> Allowance for Compliance with Construction Regulations, as detailed in Occupational Health & Safety Act (OHS), Act 85 of 1993. Submission of a (OHS) plan and all applicable documentation, to the client's satisfaction.	Item	1		
2	<u>EXISTING SUPPLY</u> Disconnect the existing supply cable and reconnect to new DB (25mm ² , four core)	Item	1		
3	<u>TRUNKING</u> P 9000 trunking: Supply and install all splices, joints, fixing materials and covers.	m	10		
4	<u>EARTHING OF GENERATOR</u>				
4.1	Earth Resistivity Test and Design and Certificate	Item	1		
4.2	Supply and install earthing system as required by Regulations.	item	1		
5	<u>LOW VOLTAGE SUPPLY CABLES</u> Supply and install the following 600/1000V PVC/SWA/PVC cables with copper conductors to SABS 1507 laid vertically or horizontally in conduiting or ducting or clipped direct in accordance with the specification and drawings, including fixing. (Termination elsewhere).				
5.1	Supply and Install 16 mm ² x 4 core	m	60		
5.2	4 mm ² x 4 core	m	150		
	AMOUNT CARRIED FORWARD				R

SCHEDULE NO. 1.1: ELECTRICAL INSTALLATION

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
AMOUNT BROUGHT FORWARD FROM PREVIOUS PAGE					
6	TERMINATIONS Termination of LV cable as specified including connection of conductors, cable lugs, captive glands, shrouds, etc. for the following cable sizes.				
6.1	Supply and install 16 mm ² x 4 core	ea	2		
6.2	4 mm ² x 4 core	ea	4		
6.3					
7	<u>EARTH WIRES</u> Supply and install the following 600/1000V conductors and bare stranded copper conductors on wire ways or trenching including terminations for earthing in accordance with the specification and drawings.				
	Supply & Install				
7.1	16mm ² BCE Wire	m	60		
7.2	4mm ² BCE Wire	m	150		
7.3	<u>CONSTRUCTION NOTICE BOARD</u> Supply and Installation of a Construction Notice Boards as per Regulation Requirements	Ea	1		

8	<u>NEW MAIN DISTRIBUTION BOARD</u>				
8	<u>NEW MAIN DISTRIBUTION BOARD</u>				
8.1	Supply and install 3CR12 Stainless steel wall mounted distribution board complete with equipment and must have Essential and Non-Essential sections as per drawing layout.	Item	1		
8.2	Wall mounted Automatic Changeover panel complete with equipment	Item	1		
8.2	Three phase Electronic meter with remote metering capabilities	Item	1		
9	<u>EXISTING MAIN DISTRIBUTION BOARD AND DB</u>				
9.1	Complete Electrical Compliance Audit and condition assessment of the building	Sum	1		
9.2	Tracing and Relocate all existing normal loads to new distribution Board and labelling and issuing of COC'S	Sum	1		
9.3	Replacement of Suffix cables with Slipdac PVC GP wires	Sum	1		
10	<u>SLEEVES</u>				
	Supply and install the following PVC Sleeves.				
10.1	50mm diameter	m	200		
10.2	Slow bends	Item	6		
	AMOUNT CARRIED FORWARD			R	

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
AMOUNT BROUGHT FORWARD FROM PREVIOUS PAGE					
11	<u>TRENCHING</u>				
11.1	Cutting of concrete pavement 300mm wide and breaking up of concrete. Allow for removal of rubble from site and reinstating pavement once cable is installed.	m	5		
11.2	Earth	m ³	0		
	Soft Rock	m ³	3		
	Hard rock	m ³	0		
11.3	CABLE TRENCHING				
11.3.1	Excavation and backfilling of 300 mm wide by 600mm deep cable trenches in pickable soil.	m ³	27		
11.3.2	Excavation and backfilling of 300 mm wide by 600 mm deep cable trenches in tar.	m ³	1		
	DRAWINGS				
12	The supply of 3 sets of A5 installed drawings and certificate of compliance to cover all the electrical work carried out.	sum	1		
AMOUNT CARRIED FORWARD					R

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
AMOUNT BROUGHT FORWARD FROM PREVIOUS PAGE						
13	EARTHING Supply and install the following earth electrodes					
13.1	10mm ROUND Copper main Earth Grid (1m below Ground Level)	m				
13.2	50mm x 3mm Flat Copper for Earth Tails from Generator tank to main earth grid	m	60			
13.3	Main Earth Grid Braced Bonding's 10mm copper to 10mm copper	Item	6			
13.4	Main Earth Bonding to Earth Tail 10mm to 50mm x 3mm Flat	Item	18			
14	CIRCUIT BREAKERS - Supply and install					
	100 amp Triple pole 6kA (Fast Tripping)	Item	2			
	100 amp Triple pole 6kA (Slow Tripping)	Item	1			
	63 amp Triple pole Circuit Breaker 6kA	Item	5			
	63 amp Single pole Circuit Breaker 6kA	Item	6			
	20 amp Single pole Circuit Breaker 6kA	Item	42			
	10 amp Single pole Circuit Breaker 6kA	Item	35			
	30 amp Triple pole 6kA	Item	11			
	20 amp Single pole Isolator 6kA	Item	12			
15	Earth leakage relay					
	63 Amp – 6kA Double pole Earth leakage unit 30 milli- amp sensitivity	Item	22			
Total Carried to Final Summary					R	R

SCHEDULE NO. 1.2: GENERATOR INSTALLATION

	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1	<p><u>EMERGENCY STANDBY GENERATOR</u> Supply, Deliver, install and commissioning of Silent standby generator complete in canopy as specified for the following sizes:</p> <p>40kVA Diesel/Alternating Generator Enclosed (3Ph) (Including first fill of all lubrication, oils and Full tank of diesel)</p>	Item	1		
2	<p><u>DISTRIBUTION BOARDS & SWITCH GEAR</u> Supply & installation of distribution boards as per specification</p> <p>Generator Control, Protection CB and change over.</p>	Item	1		
3	<p><u>EXHAUST SILENCER - Sound Attenuated</u></p> <p>Design supply and install the stainless steel exhaust silencer for the mentioned generator, including lagging</p>	Item	1		
4	<p><u>CONCRETE PLINTH</u></p> <p>Supply and install a concrete plinth according to the specifications and drawing.</p>	m ³	5		
5	<p><u>TESTING</u></p> <p>Testing existing building, comply with part 1 clause 15</p>	Item	1		
6	<p><u>WARNING NOTICES</u> Supply and Install warning notices on the container as specified.</p> <p>Set of Warning Notices as per SANS and OHS specifications.</p>	Item	2		
7	<p><u>MANUALS</u> Compilation of Maintenance, operational and technical Manuals to the client satisfaction</p> <p>Supply manuals</p>	Item	2		
	AMOUNT CARRIED FORWARD				R

SCHEDULE NO. 1.3: MECHANICAL INSTALLATION

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
AMOUNT BROUGHT FORWARD FROM PREVIOUS PAGE						
8	<u>TEST AND COMMISSION</u> Test and Commission to deliver a fully operational generating set to the client and Engineers satisfaction:					
8.1	At the suppliers premises, prior to delivery to site	Item	1			
8.2	On site after completion of the installation	Item	1			
8.3	<u>FACTORY ACCEPTANCE TESTING</u> Make provision for a factory acceptance test to be witnessed by the Engineer, Client or their representative.	Sum	1			
9	<u>MAINTENANCE</u> 12 Month maintenance as per the specification. Quarterly (4) service of the plant as per the manufacturer's requirements.	Item	1			
10	<u>PADLOCKS</u> Supply and install Viro A82 padlocks with stainless steel shackles.	Item	3			
11	<u>COMPUTER MODEM REMOTE CONTROL</u>					
11.1	Supply and Install Wavecom "Fast track" modem connected to a (Cell phone and Local Telephone system	Item	1			
11.2	Data Card for twelve months	months	12			
11.3	Remote Alarm Mimic Panel with 12/24V dc supply	Item	1			
Total Carried to Final Summary					R	R

SCHEDULE NO. 1.4: COMMUNITY SERVICE

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1	<p><u>CLO</u> Appointment of a Community Liaison Officer as per requirement</p>	Monthly	6		
Total Carried to Final Summary					R R

SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF OUTDOOR EMERGENCY GENERATOR SET INCLUDING ELECTRICAL INSTALLATION

SUMMARY

- 1. Price for the complete Electrical Installation Schedule 1.1 R
- 2. Price for the complete Generator Installation Schedule 1.2 R
- 3. Community Liaison Officer (CLO) 1.4 R
- 4. Less credit for redundant material R.....
- 5. Sub-Total **R**
- 6. Value Added Tax (VAT) R
- 7. **TOTAL TENDER PRICE** **R**
 ((Carried over to Form of offer And Acceptance DPW-07 (EC))

TENDERER'S SIGNATURE

DATE

ADDRESS:

PA-11: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest (1) in the enterprise, employed by the state?

YES / NO

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

Full Name	Identity Number	Name of State institution

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

YES / NO

2.2.1 If so, furnish particulars:

.....
.....

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

YES / NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

² 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.

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

I 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 Name of bidder

This form has been aligned with SBD4

PA- 29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

Project title:	Department of Public Works & Infrastructure CULLINAN MAGISTRATE COURT: INSTALLATION OF STANDBY GENERATOR: DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT		
Bid no:	PTQ 23/266	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).² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This form (PA-29) serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (PA-29) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder.
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ 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

³ **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.**

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

_____ (Project description as per Bid / Tender Document)

Bid / Tender Number: _____ (Bid / Tender Number as per Bid / Tender Document)

2. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

	Name	Capacity	Signature
1			
2			
3			
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15			
16			

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19			
20			

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

Note:

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

ENTERPRISE STAMP

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

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

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

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

(Project description as per Bid /Tender Document)

Bid / Tender Number: _____ (Bid / Tender Number as per Bid / Tender Document)

2. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

Physical address: _____

_____ (code)

Postal Address: _____

 _____ (code)

Telephone number: _____

Fax number: _____

	Name	Capacity	Signature
1			
2			
3			
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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:

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

ENTERPRISE STAMP

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ (place)

on _____ (date)

RESOLVED that:

RESOLVED that:

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

(Project description as per Bid /Tender Document)

Bid / Tender Number: _____ *(Bid / Tender Number as per Bid /Tender Document)*

PA-15.3: Special Resolution of Consortia or Joint Ventures

B. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

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

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

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

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

Physical address: _____

_____ (Postal code) _____

Postal Address: _____

_____ (Postal code) _____

Telephone number: _____

Fax number: _____

PA-15.3: Special Resolution of Consortia or Joint Ventures

	Name	Capacity	Signature
1			
2			
3			
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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:

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

DPW-16 (EC): SITE INSPECTION MEETING CERTIFICATE

Project title:	<i>CULLINAN MAGISTRATE COURT: INSTALLATION OF STANDBY GENERATOR: DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT</i>		
Tender / Quotation no:	<i>PTQ23/266</i>	Reference no:	
Closing date:	<i>25 October 2023</i>		

This is to certify that I, _____ representing

_____ in the capacity of

_____ visited the site on: **19/10/2023**

I have made myself familiar with all local conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the site inspection meeting and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

Name of Tenderer	Signature	Date

Name of DPW Representative	Signature	Date

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:

CHOOSE APPLICABLE PREFERENCE POINT SCORING SYSTEM	<input checked="" type="checkbox"/> 80/20	<input type="checkbox"/> 90/10
PRICE	80	90
SPECIFIC GOALS	20	10
Total points for Price and Specific Goals	100	100

1.5 Breakdown Allocation of Specific Goals Points

☒ **1.5.1. For procurement transaction with rand value greater than R2 000, 00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable.**

Table 1

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 (Mandatory)	10	<ul style="list-style-type: none"> • SANAS Accredited BBEE Certificate or Sworn Affidavit where applicable.
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 (Mandatory)	2	<ul style="list-style-type: none"> • Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> • Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> • Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> • Lease Agreement which is in the name of the bidder.
3.	An EME or QSE which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> • SANAS Accredited BBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> • SANAS Accredited BBEE Certificate or Sworn Affidavit where applicable.

			<p>and</p> <ul style="list-style-type: none"> • Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> • National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).
5.	An EME or QSE which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> • ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.



1.5.2. For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 2 below are applicable.

Table 2

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
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 (Mandatory)	2	<ul style="list-style-type: none"> • Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p>

			<ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p> <ul style="list-style-type: none"> Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</p>

5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
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1.5.3. For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 3 below are applicable.

NB. The use of one of goal numbers' 4 or 5 is mandatory. The BSC must select either one of the two, but not both.

Table 3

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 or any entity which is at least 51% owned by black people (Mandatory)	4	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
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 (Mandatory)	2	<ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51%	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

	owned by black women (mandatory)		
4. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p> <ul style="list-style-type: none"> • Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDOSA).</p>
OR			
5. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> • ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable

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

- 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:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{P min}}{\mathbf{P min}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{P min}}{\mathbf{P min}} \right) \end{array}$$

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:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} + \frac{\mathbf{Pt} - \mathbf{P max}}{\mathbf{P max}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} + \frac{\mathbf{Pt} - \mathbf{P max}}{\mathbf{P max}} \right) \end{array}$$

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 4: 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 for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black people	4	10		
2. Located in a specific Local Municipality or District Municipality or Metro 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)
Province area for work to be done or services to be rendered in that area				
3. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black women	2	4		
4. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black people with disability	2	2		
5. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black youth.*	2	2		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

State Owned Company
[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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

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

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

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

- I hereby declare under Oath that as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
 - The Enterprise is _____% Black Owned
 - The Enterprise is _____% Black Female Owned
 - The Enterprise is _____% Owned by Black Designated Group (provide Black Designated Group Breakdown below as per the definition in the table above)
 - Black Youth % _____%
 - Black Disabled % _____%
 - Black Unemployed % _____%
 - Black People living in Rural areas % _____%
 - Black Military Veterans % _____%

Effective date: 21 July 2023

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

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

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

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

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

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

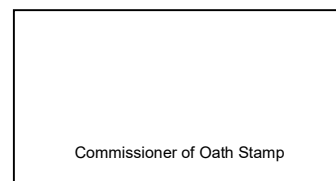
5) I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

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

Deponent Signature _____

Date: _____

Commissioner of Oaths
Signature & stamp



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

Project title:	CULLINAN MAGISTRATE COURT: INSTALLATION OF STANDBY GENERATOR: DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT		
Tender / quotation no:	PTQ23/266	Closing date:	25/10/2023
Advertising date:	13/10/2023	Validity period:	30 days

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

1.1. Current projects

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

1.2. Completed projects

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

Name of Tenderer	Signature	Date

PA- 40: DECLARATION OF DESIGNATED GROUPS

Tender no: PTQ 23/266

Name of Tenderer

EME¹ QSE² Non EME/QSE (tick applicable box)

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

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

Where Owners are themselves a Company, Close Corporation, Partnership etc, identify the ownership of the Holding Company, together with Registration number

State date of South African citizenship obtained (not applicable to persons born in South Africa)

¹ EME: Exempted Micro Enterprise

² QSE: Qualifying Small Business Enterprise

PA- 40: DECLARATION OF DESIGNATED GROUPS

Tender no: *PTQ 23/266*

2. DECLARATION:

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

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

Signed by the Tenderer

Name of representative	Signature	Date

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

Project title:	CULLINAN MAGISTRATE COURT: INSTALLATION OF STANDBY GENERATOR: DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT		
Tender no:	PTQ23/266	Reference no:	

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

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

Name of Tenderer	Signature	Date

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

Name of Tenderer	Signature	Date

DPW-15 (EC): SCHEDULE OF PROPOSED SUBCONTRACTORS

Project title:	CULLINAN MAGISTRATE COURT: INSTALLATION OF STANDBY GENERATOR: DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT		
Tender no:	PTQ 23/266	Reference no:	

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

We confirm that all subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council.

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor
1			
2			
3			
4			
5			

Name of representative	Signature	Capacity	Date

Name of organisation:	
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DPW-22 (EC): PARTICULARS OF ELECTRICAL CONTRACTOR

Project title:	<i>CULLINAN MAGISTRATE COURT: INSTALLATION OF STANDBY GENERATOR: DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT</i>		
Tender no:	PTQ23/266	Reference no:	

Name of Electrical Contractor:	
Address:	
Electrical Contractor registration number at the Department of Labour	

Name of Tenderer	Signature	Date

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

Project title:	<i>Department of Public Works & Infrastructure CULLINAN MAGISTRATE COURT: INSTALLATION OF STANDBY GENERATOR: DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT</i>		
Tender no:	PTQ 23/266	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

Provide additional list if space provided is insufficient.

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:

$$A = V \left(\frac{Z}{Y} - 1 \right)$$

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

DPW-05: (EC) CONTRACT DATA - GCC 2015: 3RD EDITION

Project title:	CULLINAN MAGISTRATE COURT: INSTALLATION OF STANDBY GENERATOR: DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT			
Tender no:	PTQ 23/266	WCS no:	054454	Reference no:

	<p>The Conditions of Contract applicable to this Contract are clauses 1 to 10 and contract price adjustment schedule of the GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS, THIRD EDITION (2015) prepared by The South African Institution of Civil Engineering Private Bag X200, Halfway House, 1685.</p> <p>Contractors are cautioned to read the GCC Third Edition (2015) and Contract Data [DPW-05 (EC)] together as some clauses in the GCC Third Edition (2015) have been amended in the Contract Data [DPW-05 (EC)]</p> <p>Specific data, which together with these General Conditions of Contract, collectively describe the risks, liabilities and obligations of the contracting Parties and the procedures for the administration of the Contract. Clauses as amended in the Contract Data amends or replaces the corresponding clauses in the GCC Third Edition (2015).</p> <p>Copies of these conditions of contract may be obtained through www.saice.org.za.</p>
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	<p>CONTRACT VARIABLES</p> <p>THE SCHEDULE (Contract Data [1.1.1.8])</p> <p>The schedule is the listed variables in this agreement and contains all variables referred to in this document including specific changes made to GCC Third Edition (2015) documentation. It is divided into part 1: contract data completed by the employer and part 2: contract data completed by the contractor. Part 1 must be completed in full and included in the tender documents. Both the part 1 and part 2 form part of this agreement</p> <p>Spaces requiring information must be filled in, shown as 'not applicable' but not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the schedule. Key cross reference clauses are italicised in [] brackets</p>
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PART 1: CONTRACT DATA COMPLETED BY THE EMPLOYER:

A PROJECT INFORMATION

A 1.0 Works [1.1.1.35]

Works description	Refer to document PG01.1 (EC) – Scope of Works for detailed description
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(a) EXTENT OF THE WORKS

Install a standby Generator to supply the areas that are classified as Essential Loads with the inclusion of the following areas and equipment:

- Lights in the Court two Court Cells
- All lights in the Holding Cells
- Lights in the Court rooms
- Lights in all passage areas
- Lights in the cash hall including all services
- UPS System
- Digital Recording Systems
- All Servers and Data Switches
- All Computer equipment's
- Security Control Room
- All Security Lights including Security Cameras
- Security Access Control

The 100A Pole switch on the overhead line must be replaced with a 100A slow tripping breaker. The existing 1 x 25mm² cable from the Pole switch to the Main distribution Board will not be replaced as it does cater for the spare capacity of 25% required. This cable will be sufficient to handle the required total current of 93.34A for the whole building and 25% spare capacity.

The existing Main distribution board must be replaced with a new DB that will be big enough to handle the all the Normal loads, Mechanical loads and Essential loads. This distribution board must be properly labelled to differentiate between the different loads such as Normal loads, Mechanical, UPS and Generator essential switch boards to avoid incorrect operation.

The electrical installation circuits for the building must be completely traced by a Qualified Master Electrician and to be labelled as per DPW specifications. All existing suffix cables from the Main Distribution Board to the different circuits in the building must be removed and replaced with Slipdac PVC GP wiring as per SANS code (RED/BLACK/GREEN) GP wiring in conduit.

The existing 150A three phase circuit breaker located inside the existing Main distribution board must be replaced with a 100A fast tripping breaker in order to grade with the pole mounted switch breaker.

A wall mounted Automatic change over distribution board with a change over switch must be installed next to the new distribution board. The Switch will be used for change over when power is interrupted to only supply the essential equipment via alternate supply from the Generator.

A new three Phase Electronic meter must be installed inside the Main distribution Board for billing and remote metering. This will have to meter the total usage of the Complex. The meter will provides extensive measurement and tariff capabilities and must be suitable for direct connection metering applications. The meter must have Batteries for Clock & Calendar back up

Tender / Quotation no: PTQ 23/266

A 2.0 Site [1.1.1.29]

Erf / stand number	
Site address	2 School Wy, Cullinan, 1000
Township / Suburb	Cullinan
City / Town	Cullinan/Pretoria
Province	Gauteng
Local authority	Tshwane Municipality
GPS Coordinates	25.6792° S, 28.5353° E

A 3.0 EMPLOYER AND ITS REPRESENTATIVE

A 3.1 Employer:

Official Name of Organ of State / Public Sector Body	Government of the Republic of South Africa in its Department of Public Works & Infrastructure		
Business registration number	Not applicable	VAT number	Not applicable
E-mail	Ndimphiwe.Kamtshe@dpw.gov.za	Telephone	012 406 1818
Postal address	Private Bag x229 City Centre Pretoria 0001		
Physical address	251 Nana Sita Street City Centre Pretoria 0001		

A 3.2 Employer's Representative:

Name	Ndimphiwe Kamtshe	Telephone number	012406 1818
E-mail	Ndimphiwe.Kamtshe@dpw.gov.za	Mobile number	0631325896
Postal address	P/Bag X229 Pretoria CBD Pretoria 0001		
Physical address	251 Nana Sita Street Pretoria CBD Pretoria 0001		

Tender / Quotation no: PTQ 23/266

A 4.0	Employers Agent/s		Victor Sambokwe
A 4.1	Principal Agent [1.1.1.16]	Discipline	Electrical Engineering

Name	PLP		
Legal entity of above		Contact person	Victor Sambokwe
Practice number		Telephone number	+27(0)12 807 6437
Country	South Africa	Mobile number	0848266193
E-mail	vsambokwe@plpafrika.co.za		
Postal address	PLP Consulting Engineers (PTY) Ltd P.O.Box 2931 Brooklyn 0075		
Physical address	90 Kinbolt Crescent, Wapadrand Office Park Pretoria 0080		

A 4.2	Agent [1.1.1.16]	Discipline	OHS Manager (Public Works)
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Name	Kgosi Motsemme		
Legal entity of above	Deapartment of Public Works and	Contact person	Kgosi Motsemme
Practice number		Telephone number	012 492 3067
Country		Mobile number	071 470 6912
E-mail	Kgosi.Motsemme@dpw.gov.za		
Postal address	P/Bag X229 Pretoria CBD Pretoria, 0001		
Physical address	AVN Building 251 Corner of Thabo Sehune and Nana Sita Street Pretoria CBD Pretoria, 0001		

A 4.3	Agent [1.1.1.16]	Discipline	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

Tender / Quotation no: PTQ 23/266

A 4.4	Agent [1.1.1.16]	Discipline	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address		insert postal address insert suburb insert town insert postal code	
Physical address		insert physical address insert suburb insert town insert postal code	

A 4.5	Agent [1.1.1.16]	Discipline	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address		insert postal address insert suburb insert town insert postal code	
Physical address		insert physical address insert suburb insert town insert postal code	

A 4.6	Agent [1.1.1.16]	Discipline	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address		insert postal address insert suburb insert town insert postal code	
Physical address		insert physical address insert suburb insert town insert postal code	

Tender / Quotation no: PTQ 23/266

A 4.7	Agent [1.1.1.16]	Discipline	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

A 4.8	Agent [1.1.1.16]	Discipline	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

A 4.9	Agent [1.1.1.16]	Discipline	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

Tender / Quotation no: PTQ 23/266

B CONTRACT INFORMATION

B 1.0 Definitions [1.1.1.2]

Bills of quantities: System / Method of measurement	SANS 1200
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B 2.0 Law, regulations and notices [1.3.2]

Law applicable to the works [1.3.2]	Law of the Republic of South Africa
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B 3.0 Offer and acceptance [1.1.1.20]

Currency applicable to this agreement [1.1.1.20]	South African Rand
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B 4.0 Documents [1.1.1.7]

The original signed agreement is to be held by the principal agent [1.1.1.7], if not, indicate by whom	Employer
Number of copies of construction information issued to the contractor at no cost. (3 Copies of all relevant construction documentation – this to includes 1 priced Bills of Quantities and 2 unpriced Bills of Quantities)	3

Documents comprising the agreement	Page numbers
GCC GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS, THIRD EDITION (2015)	
DPW-05: (EC): GCC 2015: 3RD EDITION	31
The GCC General Preliminaries for use with the GCC 2015: 3RD EDITION	
Contract participation goal documentation as further defined in clause 1.1.1.37 [CD] and B16 [CD]	
Drawings as per drawing register issued with the tender	6
Specifications issued with the tender	48
Schedules issued with the tender	6
Bills of Quantities issued with the tender	11
Addenda as issued during tender stage, if applicable	As issued

Tender / Quotation no: PTQ 23/266

B 5.0 Employer's agents [3.0]

Authority is delegated to the following agents to issue contract instructions and perform duties for specific aspects of the works [3.0] [3.2.3 [CD]]

Principal Agent
PLP Consulting Engineers (PTY) Ltd (Victor Sambokwe)

Principal agent's and agents' interest or involvement in the works other than a professional interest

None

B 6.0 Insurances [8.6]

Insurances by contractor

NB: Insurances submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998) or Short-Term Insurance Act, 1998 (Act 53 of 1998)] or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990).
Insured amounts to include VAT.

	The Contract Price [8.6.1.1.1] New Works With a deductible not exceeding 5% of each and every claim [8.6.2]	Contract sum plus 10%	Not Applicable
Or	The Contract Price [8.6.1.1.1] Works with alterations and additions (reinstatement value of existing structures / works without or including new works) with a deductible not exceeding 5% of each and every claim [8.6.2]	Contract sum plus 10%	Applicable
Or	The Contract Price [8.6.1.1.1] Works with practical completion in sections with a deductible not exceeding 5% of each and every claim [8.6.2]	Contract sum plus 10%	Not Applicable
	Plant and materials supplied by the Employer [8.6.1.1.2]	R Eng / PQS to determine value	Not Applicable
	Professional fees not included in the Contract Price, payable in respect of the repair or reinstatement of damage to the Works or said movables, plus Escalation thereon (if not included above). Minimum R1m unless other amount indicated. [8.6.1.1.3]	R Eng / PQS to determine value	Not Applicable
	Direct contractors [8.6.1.1.2] where applicable, to be included in the contract works insurance	R Eng / PQS to determine value	Not Applicable
	Special Risks Insurance issued by Sasria [8.6.1.2]	R Eng / PQS to determine value	Not Applicable

Tender / Quotation no: PTQ 23/266

Public liability insurance [8.6.1.3]	R 5 000 000	Applicable
Ground support insurance [8.6.1.4]	R Eng / PQS to determine value	Not Applicable
Subcontractors insurance [8.6.3] where applicable, if not included in works insurance nor by sub-Contractors	R Eng / PQS to determine value	Not Applicable
Other insurances [8.6.1.5]		
Free issue where applicable, to be included in the contract works insurance	R Eng / PQS to determine value	Not Applicable
Hi Risk Insurance when the project is being executed in a geological area classified as a "High Risk Area" [8.6.8[CD]]	R Eng / PQS to determine value	Not Applicable
Other insurances: If applicable, description 1:	R Eng / PQS to determine value	Not Applicable
Other insurances; If applicable, description 2:	R Eng / PQS to determine value	Not Applicable

B 7.0 Obligations of the employer

Existing premises will be in use and occupied [5.4.1 & 5.4.2]	Applicable
If applicable, description: Premises used as a Magistrate Court	
Restriction of working hours [5.8]	Applicable
If applicable, description: Working hours are from 08:00AM until 15:00PM (Subject to change)	
Natural features and known services to be preserved by the contractor [4.7]	Not Applicable
If applicable, description:	
Restrictions to the site or areas that the contractor may not occupy [5.4.1 & 5.4.2]	Applicable
If applicable, description: Contractor not to enter the Court rooms and noise levels to be restricted during Court Proceedings.	

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Supply of free issue of material and goods [8.6.1.1.2]	Amount	R	Not Applicable
If applicable, description:			

B 8.0 Subcontractors [4.4]

Not Applicable	If applicable, description of specialisation
Specialisation 1	
Specialisation 2	
Specialisation 3	
Specialisation 4	
Specialisation 5	

B 9.0 Description of different portions of the works, if applicable [5.14.7, B10.3 [CD]]

Not Applicable	If applicable, description of sections
Section 1	
Section 2	
Section 3	
Section 4	
Section 5	
Section 6	
Remainder of the works.	

B 10.0 Contract period [B18: 1.2], Construction period [B18: 1.1], Possession of site [5.4.1], Practical Completion [1.1.1.14, 5.14.1], Completion (Final Approval Certificate) [5.16.1] and Penalties [5.13]

B 10.1 Contract Period

Contract period: Period in **months** as indicated, include the time from the date of award (commencement date [5.2.1]) for submitting contractual obligatory documents, submission of Health & Safety Plan and approval, period for obtaining the Construction Permit (if applicable), the Construction Period and the Defect Liability Period up to and including Final Completion

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The contract period is determined as follows (Period/s indicated in months):	
Period to submit contractual obligatory documents including submission and approval of health and safety plan by the appointed Health & Safety Agent	1 month
Period to obtain Construction Permit from Department of Labour upon approval of the Health & Safety Plan by the appointed Health & Safety Agent	Not Applicable
Total construction period for the Works as a whole from date of Access to and Possession of the Site up to and including Practical Completion , as indicated below [1.1.1.14, 5.4.1, 5.14.1]	6 Months
Period to achieve Completion [5.14.4]	6 Months
Defect liability period up to and including issuing Final Approval Certificate in months [5.16.1]	12 Months
Total Contract Period	19 Months

B10.2 Construction Period for completion of the Works as a whole

Construction period [B18: 1.2] and Practical Completion for the Works as a whole [5.14.1] The time for achieving Practical Completion of the whole of the Works is measured from the date of Access to and Possession of the site (5.4.1) by the contractor inclusive of all public holidays, special non-working days and builders' holiday shut down periods .	Applicable
The date for practical completion for the works as a whole shall be the period in months as indicated, starting from the date of Access to and Possession of the site by the contractor inclusive of all special non-working days and builders' holiday shut down periods [1.1.1.14, 5.4.1, 5.14.1]	6 Months
Notification period for inspection in working days by the principal agent.	48hrs
Penalty amount per calendar day for late submission of contractual obligatory documents: Ten percent (10%) of the penalty amount per calendar day for late Practical Completion, excluding VAT. [5.13]	R 43.00
Penalty amount per calendar day for late Practical Completion , excluding VAT. [5.13].	R 430.00
Penalty amount per calendar day for late Completion [5.14.4, 5.13]: Thirty percent (30%) of penalty amount per calendar day for late Practical Completion, excluding VAT.	R 129.00
Penalty amount per calendar day for late Final Completion (Issuing of Final Approval Certificate) [5.16, 5.13]: Fifteen percent (15%) of penalty amount per calendar day for late Practical Completion, excluding VAT.	R 64.50

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B10.3 Construction Period for completion of the Works in portions

Construction period and Practical completion for portions of the Works [5.14.7]					Not applicable	
Portions of the Works in sections:	1	2	3	4	5	6
Notification period for inspection by the principal agent in working days .						
The date for practical completion shall be the period in months as indicated from the date of access and possession of the site by the contractor [1.1.1.14, 5.4.1, 5.14.1]						
The date for practical completion for the whole of the Works, if applicable shall be the period in months as indicated from the date of Access to and Possession of the Site by the contractor inclusive of all public holidays, special non-working days and builders' holiday shut down periods [5.4.1, 12.2.7; 24.1]					Not Applicable	
Penalty for late Practical Completion, if completion in sections is required , excluding VAT [5.13]						
The penalty amount per day for failing to complete section 1 of the Works is:					R	
The penalty amount per day for failing to complete section 2 of the Works is:					R	
The penalty amount per day for failing to complete section 3 of the Works is:					R	
The penalty amount per day for failing to complete section 4 of the Works is:					R	
The penalty amount per day for failing to complete section 5 of the Works is:					R	
The penalty amount per day for failing to complete section 6 of the Works is:					R	
The penalty amount per day for failing to complete the whole of the Works, if applicable, is:					R	
Penalty amount per calendar day for late submission of contractual obligatory documents: To be calculated at Ten percent (10%) of penalty / calendar day to complete the whole of the Works as indicated above, excluding VAT.						
Penalty amount per calendar day for late Completion [5.14.4, 5.13]: To be calculated at Thirty percent (30%) of penalty / calendar day to complete Not Applicable , excluding VAT						
Penalty amount per calendar day for late Final Completion (Issuing of Final Approval Certificate) [5.16, 5.13]: To be calculated at Fifteen percent (15%) of penalty / calendar day to complete Not Applicable , excluding VAT						

B 11.0 Criteria to achieve Practical Completion [1.1.1.14, 5.14.1]

Criteria to achieve Practical Completion not covered in the definition of practical completion	
13.1	Obtain Occupation Certificate from the relevant authority prior to issuing the Practical Completion certificate
13.2	All relevant CoCs
13.3	All guarantees

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13.4	Training on electrical, security and mechanical installations if contractually required
13.5	Maintenance / operating manuals
13.6	CPG and cidb BUILD programme achievement certificates submitted with substantiating documentation
13.7	
13.8	
13.9	
13.10	

B 12.0 Defects liability period [5.16]

Defects liability period: Refer B10.1

Applicable	If applicable, description of applicable elements
14.1	All Civil Works (Paving, Platform, Concrete slab)
14.2	Electrical equipment (e.g. emergency generators, electronic switchgear, etc..)
14.3	Security Systems and Access control
14.4	
14.5	
14.6	
14.7	
14.8	
14.9	
14.10	

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B 13.0 Payment [6.10]

Date of month for issue of regular payment certificates Refer [6.10.1]	<i>25th of Every Month</i>
Contract price adjustment / cost fluctuations [6.8.2]	Not Applicable
If yes, method to calculate [6.8.2 [CD]]	Contract price adjustment factor
Employer shall pay the contractor within: Refer [6.10.4 [CD]]	Thirty (30) calendar days

B 14.0 Dispute resolution [10.5 [CD]]

Mediation	YES
Name of nominating body	Association of Arbitrators (Southern Africa)
Appointment of Mediator	State Attorney
Litigation	Court with Jurisdiction

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B 15.0 SPECIFIC CHANGES MADE TO GCC 2015: 3RD EDITION

CONTRACT SPECIFIC DATA	
The following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition (2015) are applicable to this Contract:	
CLAUSES	COMPULSORY DATA
1.1.1.8	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.
1.1.1.9	Add to Clause 1.1.1.9 the following: “If the Contractor constitutes under the Law of the Republic of South Africa (B2.0) a joint venture, consortium or other unincorporated grouping of two or more persons: (a) these persons shall be deemed to be jointly and severally liable to the Employer for the performance of the Contract; (b) these persons shall notify the Employer of their leader who shall have authority to bind the Contractor and each of these persons; and (c) the Contractor shall not alter its composition or legal status without the prior consent of the Employer.”
1.1.1.13	Amend Clause 1.1.1.13 as follows: “Defects Liability Period” means the period stated in the Contract Data, commencing on the date indicated on the Certificate of Completion for the works as a whole or Certificates of Completion in the event of more than one Certificate of Completion is issued for different parts of the Works, during which the Contractor has both the right and the obligation to make good defects in the materials, Plant and workmanship covered by the Contract. Defects Liability Period is: 12 months . The Defects Liability Period for the works shall commence on the calendar day following the date of the Certificate of Completion for the works as a whole or Certificates of Completion in the event of more than one Certificate of Completion is issued for different parts of the Works and end at midnight (00:00) three hundred and sixty five days (365) calendar days from the date of the Certificate of Completion.
1.1.1.14	Amend Clause 1.1.1.14 as follows: “Due Completion Date” means the date of expiry of the time stated in the Contract Data for achieving Practical Completion of the Works, calculated from the date of Access to and Possession of Site date (5.4.1) and as adjusted by such extensions of time or acceleration as may be allowed in terms of Contract (5.12).
1.1.1.15	The name of the Employer: Refer to A 3.1 [CD]
1.1.1.16	The name of the Employer’s Representative: Refer to A 3.2 [CD]
1.1.1.17	The name of the Employer’s Agent: Refer to A 4.0 and B 5.0 [CD]

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1.1.1.20	Amend Clause 1.1.1.20 by inserting the following words at the end of this definition: “If the Acceptance section of the Form or Offer and Acceptance” contains conditional statements or a schedule of deviations is attached to the Form of Offer and Acceptance, then Form of Offer and Acceptance means the Contract Agreement, that shall be substantially in accordance with the form attached to the Scope of Works, and the date of signing the Contract Agreement shall be the date of the Form of Offer and Acceptance”
1.1.1.21.A	Add new Clause 1.1.1.21.A The interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999) as amended, calculated as simple interest, in respect of debts owing to the State, and will be the rate as published by the Minister of Justice and Correctional Services from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975) as amended, calculated as simple interest, in respect of debts owing by the State.
1.1.1.27	This Pricing Strategy is a: Re-measurement Contract.
1.1.1.31	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 Employer’s Agent as having been satisfactorily executed and shall include the value of the works done, the value of the materials and/or plant and Contract Price Adjustments.
1.1.1.36	Insert the definition of “Latent and Patent Defects” as Clause 1.1.1.36: A 'latent defect' is a material defect, which was not visible after 'reasonable' inspection. The latent defect period commences at the date of Final Approval Certificate and ends 5 years [after that date [5.16.3]. A patent defect is a flaw that is not hidden and ought to be easily identified upon reasonable inspection.
1.1.1.37	Add new Clause 1.1.1.37 Contract participation goals applicable to this Contract are as indicated in B16 [D] and described in the following tender documents: DPW 03 (EC): TENDER DATA, PG 01.1 (EC) SCOPE OF WORK and PG 02.1 (EC) PRICING ASSUMPTIONS.
1.2.3.	Replace Clause 1.2.3. with the following: The Employer’s Agent is as indicated in clause B 5.0 and shall have the authority to act on behalf of the employer as indicated in the contract document read with the contract data. [3.2.3].
1.2.6	Add new Clause 1.2.6 The priority of the documents shall be in accordance with the following sequence: (a) The Form of Offer and Acceptance and the signed Schedule of Deviations, (b) Contract Data, (c) These General Conditions of Contract, (e) Scope of Work, and (f) Pricing Data
1.3.4	Not applicable to this Contract.

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1.3.5	<p>Replace Clause 1.3.5 with the following:</p> <ul style="list-style-type: none"> (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 during the contract, but in any event on completion of contract, the termination and/or cancellation of this Contract for whatever reason. The Contractor relinquishes its lien / retention or any other rights thereon to which it may be entitled. (b) The copyright of all documents, recommendations and reports compiled by the Contractor during the course of and for the purposes of finalizing the Works will vest in the Employer, and may not be reproduced or distributed or made available to any person outside the Employer's service, or to any institution in any way, without the prior written consent of the Employer. The Employer shall have the right to use such material for any other purpose without the approval of information or payment to the Contractor. (c) The copyright of all electronic aids, software programmes etc. prepared or developed in terms of the Contract shall vest in the Employer, who shall have the right to use such material for any other purpose without the approval of, information or payment to the Contractor. (d) In case of the Contractor providing documents, electronic aids, software programs or like material to the Employer, the development of which has not been at the expense of the Employer, copyright shall not vest in the Employer. The Contractor shall be required to indicate to which documents, electronic aids, software programs or like material this provision applies. (e) The Contractor hereby indemnifies the Employer against any action, claim, damages or legal cost that may be instituted against the Employer on the grounds of an alleged infringement of any copyright, patents or any other intellectual property right in connection with the Works outlined in this Contract. (f) All information, documents, recommendations, programs and reports collected or compiled must be regarded as confidential and may not be communicated or made available to any person outside the Employer's service and may not be published either during the currency of this Contract or after termination thereof without the prior written consent of the Employer.
1.3.7	<p>Replace Clause 1.3.7 with the following</p> <p>By entering into this contract, the Contractor waives any lien that he may have or acquire, notwithstanding any other condition/s in this contract.</p>
3.2.3	<p>Add to Clause 3.2.3 the following:</p> <ol style="list-style-type: none"> 1. The Employer's Principal Agent's authority to act and/or to execute functions or duties or to issue instructions are expressly excluded in respect of the following, unless same has been approved by the employer: <ul style="list-style-type: none"> (a) Appointment of Subcontractors – clause 4.4.4; (b) Granting of an extension of time and/or ruling on claims associated with claims for extension of time – clauses 5.12, 10.1.5; (c) Acceleration of the rate of progress and determination of the cost for payment of such acceleration – clause 5.12.4; (c) Rulings on claims and disputes – clauses 10.1.5, 10.2.3 and 10.3.3; (d) Suspension of the Works – clause 5.11.2; (e) Final Payment Certificate – clause 6.10.9;

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	<p>(f) Issuing of <i>mora</i> notices to the Contractor – clauses 9.1.1, 9.1.2.1 and 9.2.1;</p> <p>(g) Cancellation of the contract between the Employer and Contractor – clauses 9.1.1, 9.1.2.1 and 9.2.1.</p> <p>(h) Any variation orders – clause 6.3.1</p> <p>2. In order to be legally binding and have legal bearing and consequence, any ruling in respect of the above matters (a) to (h) must be on an official document, signed and issued by the Employer to the Contractor.</p> <p>3. The Contractor must submit claims, demands, notices, notifications, updated particulars and reports in writing, as well as any other supporting documentation pertaining thereto, in respect of any of the above listed matters (a) to (h), to the Employer’s Agent within the time periods and in the format(s) as determined in the relevant clauses of the Conditions of Contract. Failing to deliver such to the Employer’s Agent and in the correct format will invalidate any claim and the consequences of such failure will <i>mutatis mutandis</i> be as stated in clause 10.1.4.</p> <p>4. Clauses 6.10.9 and 10.1.5 shall be amended as follows to indicate the limitation on the Employer’s Agent authority in respect thereof:</p> <p>Clause 6.10.9 – Amend to read as follows:</p> <p>Within 14 days of the date of final approval as stated in the Final Approval Certificate, the Contractor shall deliver to the Employer’s Agent a final statement claiming final settlement of all moneys due to him (save in respect of matters in dispute, in terms of Clauses 10.3 to 10.11, and not yet resolved).</p> <p>The Employer’s Agent shall within 14 days issue to the Contractor a Final Payment Certificate the amount of which shall be paid to the Contractor within 30 days of the date of such certificate, after which no further payments shall be due to the Contractor (save in respect of matters in dispute, in terms of Clauses 10.3 to 10.11 and not yet resolved).</p> <p>Clause 10.1.5 – Amend to read as follows:</p> <p>Unless otherwise provided in the Contract, the Employer shall, within 28 days after the Contractor has delivered his claim in terms of Clause 10.1.1 as read with Clause 10.1.2, deliver to the Contractor his written and adequately reasoned ruling on the claim (referring specifically to this Clause). The amount thereof, if any, allowed by the Employer shall be included to the credit of the Contractor in the next payment certificate. If no ruling has been made within the 28 days, as referred to in clause 10.1.5. or any extension thereof as agreed to by the parties, the claim shall be regarded as rejected by the Employer.</p> <p>5. Insert the following under 3.2.3:</p> <p>Provided that, notwithstanding any provisions to the contrary in the Contract, the Employer shall have the right to reverse and, should it deem it necessary, to amend any certificate, instruction, decision or valuation of the Employer’s Agent and to issue a new one, and such certificate instruction, decisions or valuations shall for the purposes of the Contract be deemed to be issued by the Employer’s Agent, provided that the Contractor shall be remunerated in the normal manner for work executed in good faith in terms of an instruction issued by the Employer’s Agent and which has subsequently been rescinded.</p>
3.3.2.1	<p>Amend Clause 3.3.2.1 to insert the word “plant” to read as follows:</p> <p>Observe how the Works are carried out, examine and test materials, plant and workmanship, and receive from the Contractor such information as he shall reasonably require.</p>

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3.3.2.2.3	Add to Clause 3.3.2.2.3 the following: All oral communication must be reduced into writing to be binding on the parties.
3.3.2.2.4	Add to Clause 3.3.2.2.4 the following: All oral communication must be reduced into writing to be binding on the parties.
3.3.3.2	Amend Clause 3.3.3.2 to insert the word “plant” to reads as follows: Notwithstanding any authority assigned to him in terms of Clauses 3.3.2 and 3.3.4, failure by the Employer’s Agent’s Representative to disapprove of any work, workmanship, plant or materials shall not prejudice the power of the Employer’s Agent’s thereafter to disapprove thereof and exercise any of his powers in terms of the Contract in respect of thereof.
4.4.4	Ref Clause 3.2.3.
4.4.6	Not applicable to this Contract.
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,
4.12.3	Add to Clause 4.12.3 the following: All oral communication must be reduced into writing to be binding on the parties.
5.3.1	Add to Clause 5.3.1: The documentation required before commencement with Works execution are: <ul style="list-style-type: none"> • Health and Safety Plan to be provided within 14 calendar days from award (Ref Clause 4.3) • Initial programme to be provided within 21 calendar days of handing over the site to the contractor (Clause 5.6) • Security (C1.0, Clause 6.2) • Insurance/s (B6, Clause 8.6)
5.3.2	Add to Clause 5.3.2: The time to submit the documentation required before commencement with Works execution is: 21 calendar days.
5.4.2	Add to Clause 5.4.2: The access to, and possession of, the Site referred to in Clause 5.4.1 shall be “Not exclusive” to the Contractor. In the event of access to, and possession of, the Site is not exclusive to the Contractor, the following limitations apply: Arrangements to be made prior before entering the site

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5.6.2.2	Replace Clause 5.6.2.2 with the following: The sequence, timing of activities and resources for carrying out the Works.
5.6.2.7	Add the following to Clause 5.6.2.7: Updated cash flows and construction programme/s to be submitted on a monthly basis to the Employer's Agent and the Employer.
5.8.1	Add the following to Clause 5.8.1: The non-working days are: Saturdays and Sundays The special non-working days are: Public Holidays and the year-end break annually published by the BCCEI (Bargaining Council for the Civil Engineering Industry)
5.9.1	Amend Clause 5.9.1 as follows: On the Commencement Date, the Engineer shall deliver to the Contractor three (3) copies, at no cost to the Contractor, of the drawings and any instructions required for the commencement of the Works. The cost of any additional copies of such drawings and/or instructions, as may be required by the Contractor, will be for the account of the Contractor.
5.11.2	Ref Clause 3.2.3
5.12	Ref Clause 3.2.3
5.12.2.2	Amend Clause 5.12.2.2 as following: "Abnormal climatic conditions, therefore any weather conditions i.e. rain, wind (speed or dust), snow, frost, temperature (cold or heat) that have an adverse effect on the progress of the Works and during which no work is possible on site."
5.13.1	Add the following to Clause 5.13.1: The penalty for failing to complete the Works: Refer to B10 CD
5.14.1	Amend the second paragraph of Clause 5.14.1 as follows: When the Works are about to reach the said stage, the Contractor shall, in writing, request a Certificate of Practical Completion and the Employer's Agent shall, within 14 days after receiving such request, issue to the Contractor a written list setting out the work to be completed to justify Practical Completion. Should the Employer's Agent not issue such a list within the 14 days, the Contractor shall notify the Employer accordingly. Should the Employer not issue such a list within 7 days of receipt of such notice, Practical Completion shall be deemed to have been achieved on the 14th day after the contractor requested the Certificate of Practical Completion.
5.14.4	Add the following to Clause 5.14.4: Penalty for late Completion will be 30% of penalty applicable to late Practical Completion / calendar day. Penalty for late Final Completion will be 15% of penalty applicable to late Practical Completion / calendar day.
5.16.1	Amend Clause 5.16.1 by deleting the provision in the third paragraph of this clause.

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5.16.2	<p>Amend Clause 5.16.2 as follows:</p> <p>No certificate other than the Final Approval Certificate referred to in Clause 5.16.1 shall be deemed to constitute approval of the Works or shall be taken as an admission of the due performance of the Contract or any part thereof, nor of the accuracy of any claim made by the Contractor, nor shall any other certificate exclude or prejudice any of the powers of the Employer's Agent and/or the Employer.</p>
5.16.3	<p>The latent defect period for all works is: 5 years</p>
6.2.1	<p>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.</p>
6.2.3	<p>Amend Clause 6.2.3 as follows:</p> <p>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.</p>
6.3.1	<p>Amend first paragraph to Clause 6.3.1 as follows:</p> <p>If, at any time before the issue of the Practical Completion, the Employer's Agent shall require any variation of the form, quality or quantity of the Works or any part thereof provided that such Variation Order shall not substantially alter the Scope of Work, he shall have power to order the Contractor to do any of the following subject to obtaining approval from the Employer (3.2.3):</p>
6.5.1.2.3	<p>The percentage allowance to cover overhead charges is 33%, except on material cost where the percentage allowance is 10%.</p>
6.8.2	<p>When Contract Price Adjustment is applicable [B13] the value of payment certificates is to be adjusted by a Contract Price Adjustment Factor (CPAF):</p> <p>The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Factor with the following values:</p> <p>The value of "x" is 0.15.</p> <p>The values of the coefficients are: a = 0.25. (Labour) b = 0.3 (Contractor's equipment) c = 0.3 (Material) d = 0.15 (Fuel)</p> <p>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)</p> <p>The urban area nearest the Site is Cullinan <i>(Select urban area from Statistical News Release, P0141, Table A)</i></p> <p>The applicable industry for the Construction Material Price Index for materials / plant is Construction Industry. <i>(Select the applicable industry from Statistical News Release, P0151.1, Tables 2,4,5)</i></p> <p>The area for the Producer Price Index for fuel is Cullinan <i>(Select the area from Statistical News Release, P0142.1, Table 1.)</i></p> <p>The base month is September 2023 <i>(The month prior to the closing of the tender.)</i></p>

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6.8.3	Price adjustments for variations in the costs of special materials are not allowed.
6.9.1	<p>Replace Clause 6.9.1 with the following:</p> <p>“Plant and materials will only be certified and paid for upon furnishing proof of ownership by the contractor. Once paid, material and goods shall become the property of the Employer and shall not be removed from site without the written authority of the Employers Agent.</p>
6.10.1	<p>Add at end of Clause 6.10.1</p> <p>The contractor shall provide the Employer’s Agent every month, on dates as agreed between parties / instructed by the Principal Agent, with the following information:</p> <ul style="list-style-type: none"> (a) Monthly Local content report, (b) EPWP / NYS payment register, labour reports and certified ID document of EPWP/ NYS beneficiaries, Contract between Contractor and EPWP/ NYS beneficiaries, attendance register. (if applicable) (c) Tax Invoice (d) Labour intensive report (e) Contract participation goal reports (f) Updated construction programme (g) Revised cash flows
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is: 85 % .
6.10.3	The limit of retention money is dependent on the security to be provided by the Contractor in terms of Clause 6.2.1.
6.10.4	Replace “28 days” with “30 days” provided all required documents including an invoice have been submitted and are correct in all respects.
6.10.5	<p>Replace Clause 6.10.5 with the following:</p> <p><u>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</u>, 50% of the retention shall be released to the Contractor when the Employer’s Agent issues the Certificate of Completion in terms of clause 5.14.4. The remaining 50% of the retention shall be released in accordance with the provisions of the conditions of contract and will become due and payable when the Contractor becomes entitled, in terms of Clause 5.16.1, to receive the Final Approval Certificate.</p> <p><u>In respect of contracts above R2 million, where the Contractor elects a security by means of a cash deposit or fixed guarantee of 5% of the Contract Sum (excl. VAT) and a 5% retention of the Value of the Works (excl. VAT)</u>, the cash deposit or fixed guarantee, whichever is applicable, shall be refunded to the Contractor or return to the guarantor, respectively, when the Employer’s Agent issues the Certificate of Completion in terms of Clause 5.14.4. The 5% retention of the Value of the Works (excl. VAT) shall become due and payable when the Contractor becomes entitled, in terms of Clause 5.16.1, to receive the Final Approval Certificate.</p> <p><u>In respect of contracts above R2 million, where the Contractor elects a security by means of a cash deposit or a variable guarantee of 10% of the Contract Sum (excl. VAT)</u>, the cash deposit or the variable guarantee, whichever is applicable, will be reduced to 5% of the Value of the Works (excl. VAT) when the Employer’s Agent issues the Certificate of Completion in terms of Clause 5.14.4. The balance of the cash deposit shall become due and payable or the variable guarantee shall expire when the Contractor becomes entitled in terms of Clause 5.16.1 to receive the Final Approval Certificate.</p>

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6.10.6.2	Replace Clause 6.10.6.2 with the following: “In the event of failure by the Employer to make the payment by the due date, he shall pay to the Contractor interest, at the rate as published by the Minister of Justice and Correctional Services from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975) as amended, calculated as simple interest, in respect of debts owing by the State”. (1.1.1.21.A).
6.10.9	Ref Clause 3.2.3.
7.2.1	The last sentence to read “Failing requirements or instructions, the Plant, workmanship and materials of the respective kinds shall be suitable for the intended purpose provided that materials procured for the works are from South African manufactures and suppliers. Imported materials shall only be considered under exceptional circumstances, based on compelling technical justifications, and subject to the approval by the DPWI. Failing to comply, unless specified or approval granted will result in a ten percent (10%) penalty of the value of imported material used without approval.
7.5.3	Add the following to Clause 7.5.3 “Should the work inspected by the Employer’s Agent be rejected, all consultant’s fees / costs pertaining to the unsuccessful inspection shall be recovered from the contractor”.
7.9.1	Insert the following at the end of Clause 7.9.1: Provided that, should the Contractor on demand not pay the amount of such costs to the Employer, such amount may be determined and deducted by the Employer from any amount due to or that may become due to the Contractor under this or any other previous or subsequent contract between the Contractor and the Employer.
8.2.2.1	Insert the following as a second paragraph to Clause 8.2.2.1: The Contractor shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the Works and to rebuild, restore, replace and/or repair the Works, failing which the Employer may cause same to be done and recover the reasonable costs associated therewith from the Contractor.
8.3.1.10	Replace Clause 8.3.1.10 with the following: “Ionising, radiation, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuels, excluding leakages of any radioactive material / gases / corrosive liquids/chemicals, which are harmful to the environment and biological life, brought on to site for installation or used in the Works prior to final approval”.
8.4.3	Add the following as Clause 8.4.3: Where the Contractor has caused damage to property (moveable and immovable), of any person, the Employer or third parties, the Contractor shall on receiving a written instruction from the Employer’s Agent immediately proceed at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the Works.
8.6.1	Replace Clause 8.6.1 with the following: Except if provided otherwise in the Contract Data, the Contractor, without limiting his obligations in terms of the Contract, shall effect and keep the respective insurances [CD] in force, in favour of the employer as beneficiary, from the date of possession of the site until the issue of the certificate of practical completion and with an extension to cover the contractors obligations after the date of practical completion [8.2.1]
8.6.1.1.1	Ref B6.0 CD for value of insurance.
8.6.1.1.2	Ref B6.0 CD for value of insurance.

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8.6.1.1.3	Ref B6.0 CD for value of insurance.
8.6.1.3	<p>Amend Clause 8.6.1.3 as follows:</p> <p>Liability insurance that covers the Contractor against liability for the death of, or injury to any person, or loss of, or damage to any property (other than property while it is insured in terms of Clause 8.6.1.1) arising from or in the course of the fulfilment of the Contract, from the Commencement Date to the date of the end of the Defects Liability Period, if applicable, or otherwise to the issue of the Certificate of Completion.</p>
8.6.4	Not applicable to this Contract.
8.6.6	<p>Replace Clause 8.6.6 with the following:</p> <p>Without limiting the contractor's obligations in terms of the contract, the contractor shall, within twenty-one (21) calendar days of the date of letter of acceptance, but before commencement of the works, submit to the employer all the policies by which the insurances are effected and due proof of upfront payment of all premiums thereunder to keep the policies effective from the Commencement Date to the date of the end of the Defects Liability Period, if applicable, or otherwise to the issue of the Certificate of Completion.</p>
8.6.7	<p>Replace Clause 8.6.7 with the following:</p> <p>If the Contractor fails to effect and keep in force any of the insurances referred to in Clause 8.6.1, the Employer may cancel the Contract in terms of Clause 9.2.</p>
8.6.8	<p>Add new Clause 8.6.8.</p> <p>HIGH RISK INSURANCE</p> <p>In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:</p> <p>(1) Damage to the Works</p> <p>The Contractor shall, from the date of Commencement of the Works until the date of the Certificate of Completion, bear the full risk of and hereby indemnifies and holds harmless the Employer against any damage to and/or destruction of the Works consequent upon a catastrophic ground movement as mentioned above. The Contractor shall take such precautions and security measures and other steps for the protection of the Works as he may deem necessary.</p> <p>When so instructed to do so by the Employer's Agent, the Contractor shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the Works and to rebuild, restore, replace and/or repair the Works, at the Contractor's own costs.</p> <p>(2) Injury to Persons or Loss of or damage to Properties</p> <p>The Contractor shall be liable for and hereby indemnifies and holds harmless the Employer against any liability, loss, claim or proceeding arising during the Contract Period whether arising in common law or by Statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above.</p> <p>The Contractor shall be liable for and hereby indemnifies the Employer against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or</p>

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	<p>immovable or personal property or property contiguous to the Site, whether belonging to or under the control of the Employer or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the Contract Period.</p> <p>(3) It is the responsibility of the Contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in Clauses 8.6.8(1) and 8.6.8 (2) above. Without limiting his obligations in terms of the Contract, the Contractor shall, within 21 days of the Commencement Date and before Commencement of the Works, submit to the Employer proof of such insurance policy, if requested to do so.</p> <p>(4) The Employer shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the Contractor's default of his obligations as set out in Clauses 8.6.8 (1), 8.6.8 (2) and 8.6.8 (3). Provided that, should the Contractor on demand not pay the amount of such costs to the Employer, such amount may be determined and deducted by the Employer from any amount due to or that may become due to the Contractor under this or any other existing or subsequent contract between the Contractor and the Employer.</p>
9.1.1	Ref Clause 3.2.3
9.1.2.1	Ref Clause 3.2.3
9.1.4	<p>Replace the first paragraph of Clause 9.1.4 with the following:</p> <p>"In the circumstances referred to in Clauses 9.1.1, 9.1.2 or 9.1.3 (provided that the circumstances in 9.1.3 is not due to the fault of the Contractor, his employees, contractors or agents), and whether or not the Contract is terminated under the provisions of this Clause, the Contractor shall be entitled on proof of payment of any increased cost of or incidental to the execution of the Works which is specifically attributable to, or consequent upon the circumstances defined in Clauses 9.1.1, 9.1.2 or 9.1.3; necessary changes"</p>
9.1.5	<p>Replace the first paragraph of Clause 9.1.5 with the following:</p> <p>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: "</p>
9.1.5.5	Not applicable to this Contract.
9.1.6	Not applicable to this Contract.
9.2.1	Ref Clause 3.2.3
9.2.1.3.9	<p>Add new Clause 9.2.1.3.9:</p> <p>Has failed to effect and keep in force any of the insurances referred to in Clause 8.6.1.</p>
9.2.4	<p>Add the following as Clause 9.2.4:</p> <p>In the case where a contract is terminated by the Employer by no fault by any party, the contractor shall be entitled to no other compensation than for work done and materials on site as certified by the Principal Agent at the date of termination.</p>

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9.3.2.2	<p>Replace Clause 9.3.2.2 with the following:</p> <p>All Plant and Construction Equipment, Temporary Works and unused materials brought onto the Site by the Contractor, and where ownership has not been transferred to the Employer (see Clause 6.9.1), shall be removed from the Site on termination of the contract by any party.</p>
9.3.2.3	<p>Not applicable to this Contract.</p>
9.3.3	<p>Add the following at the end of Clause 9.3.3</p> <p>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.</p> <p>Nothing in this Clause shall prejudice the right of the Contractor to exercise, either in lieu of or in addition to the Contractor rights and remedies specified in this Clause, any other rights or remedies to which the Contractor may be entitled under the Contract or common law.</p>
10.1.3.1	<p>Replace Clause 10.1.3.1 with the following:</p> <p>All facts and circumstances relating to the claims shall be investigated as and when they occur or arise. For this purpose, the Contractor shall deliver to the Employer's Agent, records in a form approved by the Employer's Agent, of all the facts and circumstances which the Contractor considers relevant and wishes to rely upon in support of his claims, including details of all construction equipment, plant, labour, and materials relevant to each claim. Such records shall be submitted promptly after the occurrence of the event giving rise to the claim.</p>
10.1.3.6	<p>Replace Clause 10.1.3.6 with the following:</p> <p>The Employer, the Employer's Agent and the Contractor shall in any proceedings in accordance with Clauses 10.3 and 10.11 be entitled to give or lead evidence of or rely on any fact or circumstance not recorded in terms of this Clause, if other party to the dispute is prejudiced by such non-recording of the facts.</p>
10.1.4	<p>Ref Clause 3.2.3.</p>
10.1.5	<p>Ref Clause 3.2.3.</p>
10.1.6	<p>Add new Clause 10.1.6:</p> <p>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.</p>
10.1.3.6	<p>Replace Clause 10.1.3.6 with the following:</p> <p>The employer, the Employer's Agent and the Contractor shall in any proceedings in accordance with Clauses 10.3 and 10.11 be entitled to give or lead evidence of or rely on any fact or circumstance not recorded in terms of the Clause, if the other party to the dispute is prejudiced by such non-recording of the facts.</p>
10.2.1	<p>Replace Clause 10.2.1 with the following:</p> <p>In respect of any matter arising out of or in connection with the Contract, which is not required to be dealt with in terms of Clause 10.1 or which does not require the decision or ruling of the Employer, the Contractor or the Employer shall have the right to deliver a written dissatisfaction claim to the Employer's Agent. This written claim shall be supported by particulars and substantiated.</p>

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10.2.2	<p>Replace Clause 10.2.2 with the following:</p> <p>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.</p>
10.2.3	<p>Ref clause 3.2.3.</p>
10.3.2	<p>Replace Clause 10.3.2 with the following:</p> <p>If either party shall have given notice in compliance with Clause 10.3.1, the dispute shall be referred immediately to mediation under Clause 10.5, unless amicable settlement is contemplated.</p>
10.3.3	<p>Replace Clause 10.3.3 with the following::</p> <p>In respect of a ruling given by the Employer (Ref clause 3.2.3), and although the parties may have delivered a Dispute Notice, the ruling shall be in full force and carried into effect unless and until otherwise agreed by both parties, or in terms of a mediation decision or court judgement.</p>
10.4.2	<p>Replace Clause 10.4.2 with the following:</p> <p>If the other party rejects the invitation to amicable settlement in writing, or does not respond in writing to the invitation within 14 days, or amicable settlement is unsuccessful, referral to mediation shall follow immediately. Should mediation be unsuccessful, the dispute shall be resolved by Litigation.</p>
10.4.4	<p>Replace Clause 10.4.4 with the following:</p> <p>Save for reference to any portion of any settlement, or decision which has been agreed to be final and binding on the parties, no reference shall be made by or on behalf of either party in any subsequent court proceedings, to any outcome of an amicable settlement, or to the fact that any particular evidence was given, or to any submission, statement or admission made in the course of the amicable settlement.</p>
10.5	<p>Replace Clause 10.5 with the following:</p> <p>The parties may, by agreement and at any time before Litigation, refer a dispute to mediation, in which event:</p> <p>10.5.1 The appointment of a mediator, the procedure, and the status of the outcome shall be agreed between the parties.</p> <p>10.5.2 Regardless of the outcome of a mediation the parties shall bear their own costs concerning the Mediation and equally share the costs of the mediator and related expenses.</p>
10.6	<p>Not applicable to this Contract.</p>
10.7	<p>Not applicable to this Contract.</p>
10.10.3	<p>Replace Clause 10.10.3 with the following:</p> <p>The court shall have full power to open up, review and revise any ruling, decision, order, instruction, certificate or valuation of the Employer's Agent and Employer and neither party shall be limited in such proceedings before such court to the evidence or arguments put before the Employer's Agent or Employer for the purpose of obtaining his ruling.</p>

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B 16.0 CONTRACT PARTICIPATION GOAL TARGETS AND CIDB B.U.I.L.D. PROGRAMME

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

(a)	Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	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
(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. 48491 of 28 April 2023. and the cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not Applicable
(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

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PART 2: CONTRACT DATA COMPLETED BY THE TENDERER:

C TENDERER’S SELECTIONS

C 1.0 Securities [11.0]

In respect of contracts with a contract sum up to R1 million, the security to be provided by the contractor to the employer will be a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT).

In respect of contracts with a contract sum more than R1 million, the security to be provided by the contractor to the employer will be selected by the Contractor as indicated below:

Guarantee for construction: Select Option A, B, C, D or E

Option A	cash deposit of 10 % of the contract sum (excluding VAT)
Option B	variable construction guarantee of 10 % of the contract sum (excluding VAT) (DPW-10.3 EC)
Option C	payment reduction of 10% of the value certified in the payment certificate (excluding VAT)
Option D	cash deposit of 5% of the contract sum (excluding. VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding. VAT)
Option E	fixed construction guarantee of 5% of the contract sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) (DPW-10.1 EC)]

NB: Insurances submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998) or Short-Term Insurance Act, 1998 (Act 53 of 1998)] or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.

Guarantee for payment by employer [11.5.1; 11.10]	Not applicable
Advance payment, subject to a guarantee for advance payment [11.2.2; 11.3]	Not applicable

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C 2.0 Payment of preliminaries [25.0]

Contractor's selection

Select Option A or B

Where the **contractor** does not select an option, Option A shall apply

Payment methods

Option A	The preliminaries shall be paid in accordance with an amount prorated to the value of the works executed in the same ratio as the amount of the preliminaries to the contract sum , which contract sum shall exclude the amount of preliminaries . Contingency sum(s) and any provision for cost fluctuations shall be excluded for the calculation of the aforesaid ratio
Option B	The preliminaries shall be paid in accordance with an amount agreed by the principal agent and the contractor in terms of the priced document to identify an initial establishment charge, a time-related charge and a final dis-establishment charge. Payment of the time-related charge shall be assessed by the principal agent and adjusted from time to time as may be necessary to take into account the rate of progress of the works

Lump sum contract

Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations.

C 3.0 Adjustment of preliminaries [26.9.4]

Lump sum contract

Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations.

Contractor's selection

Select Option A or B

Where the **contractor** does not select an option, Option A shall apply.

Provision of particulars

The **contractor** shall provide the particulars for the purpose of the adjustment of **preliminaries** in terms of his selection. Where completion in **sections** is required, the **contractor** shall provide an apportionment of **preliminaries** per **section**.

Option A	An allocation of the preliminaries amounts into Fixed, Value-related and Time-related amounts as defined for adjustment method Option A below, within fifteen (15) working days of the date of acceptance of the tender
Option B	A detailed breakdown of the preliminaries amounts within fifteen (15) working days of possession of the site . Such breakdown shall include, inter alia, the administrative and supervisory staff, the use of construction equipment , establishment and dis-establishment charges, insurances and guarantees, all in terms of the programme

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Adjustment methods

The amount of **preliminaries** shall be adjusted to take account of the effect which changes in time and/or value have on **preliminaries**. Such adjustment shall be based on the particulars provided by the **contractor** for this purpose in terms of Options A or B, shall preclude any further adjustment of the amount of **preliminaries** and shall apply notwithstanding the actual employment of resources by the **contractor** in the execution of the **works**.

Option A	<p>The preliminaries shall be adjusted in accordance with the allocation of preliminaries amounts provided by the contractor, apportioned to sections where completion in sections is required</p> <p>Fixed - An amount which shall not be varied.</p> <p>Value-related - An amount varied in proportion to the contract value as compared to the contract sum. Both the contract sum and the contract value shall exclude the amount of preliminaries, contingency sum(s) and any provision for cost fluctuations.</p> <p>Time-related - An amount varied in proportion to the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value [23.2; 23.3] as compared to the number of calendar days in the initial construction period [26.9.4].</p>
Option B	<p>The adjustment of preliminaries shall be based on the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value [23.2; 23.3] as compared to the number of calendar days in the initial construction period [26.9.4]. The adjustment shall take into account the resources as set out in the detailed breakdown of the preliminaries for the period of construction during which the delay occurred.</p>

Failure to provide particulars within the period stated

Option A	<p>Where the allocation of preliminaries amounts for Option A is not provided, the following allocation of preliminaries amounts shall apply:</p> <p>Fixed - Ten per cent (10%) Value-related - Fifteen per cent (15%) Time-related - Seventy-five per cent (75%)</p> <p>Where the apportionment of the preliminaries per section is not provided, the categorised amounts shall be prorated to the cost of each section within the contract sum as determined by the principal agent</p>
Option B	<p>Where the detailed breakdown of preliminaries amounts for Option B is not provided, Option A shall apply</p>

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

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

FOR ATTENTION
Ndimphiwe Kamtshe
Private Bag 229
Pretoria
0001

Sir,

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

1. With reference to the contract between _____
_____ (hereinafter referred to as the “**contractor**”) and the Government of the Republic of South Africa in its Department of Public Works and Infrastructure (hereinafter referred to as the “**employer**”), Contract/Tender No: **PTQ23/266**, for the **CULLINAN MAGISTRATE COURT: INSTALLATION OF STANDBY GENERATOR: DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT** (hereinafter referred to as the “**contract**”) for the sum of R(.....)(hereinafter referred to as the “**contract sum**”).

I / We, _____

in my/our capacity as _____ and hereby

representing _____ (hereinafter referred to as the “**guarantor**”) advise that the **guarantor** holds at the **employer's** disposal the sum of R(.....) being 10% of the **contract sum** (excluding VAT), for the due fulfilment of the **contract**.

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

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

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

AS WITNESS

1. _____

2. _____

By and on behalf of

(insert the name and physical address of the guarantor)

NAME: _____

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

DATE: _____

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

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

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

FOR ATTENTION

Ndimphiwe Kamtshe
Private Bag 229
Pretoria
0001

Sir,

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

- With reference to the contract between _____
_____ (hereinafter referred to as the “**contractor**”) and the Government of the Republic of South Africa in its Department of Public Works and Infrastructure (hereinafter referred to as the “**employer**”), Contract/Tender No: **insert Contract / Tender No**, for the **CULLINAN MAGISTRATE COURT: INSTALLATION OF STANDBY GENERATOR: DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT** (hereinafter referred to as the “**contract**”), for the sum of **R.....**,
(.....)
, (hereinafter referred to as the “**contract sum**”).

I / We, _____
in my/our capacity as _____ and hereby
representing _____ (hereinafter referred to as the “**guarantor**”) advise that the **guarantor** holds at the **employer**’s disposal the sum of **R**,
(.....)
being 5% of the **contract sum** (excluding VAT), for the due fulfillment of the **contract**.
- The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis*; and *de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed on receipt of a written demand from the **employer** to do so, stating that (in the **employer**’s opinion and sole discretion):
 - the **contractor** has failed or neglected to comply with the terms and/or conditions of the **contract**;
or
 - the **contractor**’s estate is sequestered; liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa.
- 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.
- The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon the issue of the last **final approval certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.

Contract/Tender No: **PTQ 23/266**

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

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

AS WITNESS

1. _____

2. _____

By and on behalf of

(insert the name and physical address of the guarantor)

NAME: _____

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

DATE: _____

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

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

Project title:	<i>CULLINAN MAGISTRATE COURT: INSTALLATION OF STANDBY GENERATOR: DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT</i>		
Tender / Quotation no:	PTQ 23/266	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 full compensation for all cost and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based.

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

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

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

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

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

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

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

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

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

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

For 'Rate Only' items no quantities are given in the "Quantity" column but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall however note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

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

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

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

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

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

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

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

C2.1.6 VALUE ADDED TAX

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

C2.1.7 CORRECTION OF ENTRIES

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

C2.1.8 ARITHMETICAL ERRORS

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

C2.1.9 CONTRACT DOCUMENTS

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

C2.1.10 UNITS OF MEASUREMENT

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

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

C2.1.11 TRADE NAMES

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

C2.1.12 CONTRACT DOCUMENTS

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

C2.1.13 PAYMENTS

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

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

C2.1.14 ACCOMMODATION ON SITE

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

C2.1.15 LOCAL MATERIAL UTILISATION REPORT (LOCAL CONTENT)

Submission of Local Material Utilisation Reports is *not applicable* to this project.

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.

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, indicating the percentage targets achieved in terms of DTI&C designated industry/sector/sub-sector schedule as per the PA36 and Annexures C attached to the tender document. The final percentage achievement to be reconciled upon completion of the project and form part of the final account. Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

C2.1.16 CONTRACT PARTICIPATION GOALS

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

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

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

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

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 C3.7.1. Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

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

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 C3.7.2. Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports

to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

C2.1.16.3 MINIMUM TARGETED LOCAL LABOUR CONTRACT PARTICIPATION GOAL

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 CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.7.3. The Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

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

The Minimum Targeted Enterprise Development Contract Participation Goal is *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 C3.7.4. The provisional amount allowed is for the appointment of training coordinator, mentor, training service providers and training of the beneficiary enterprises. The provisional amount will be adjusted in accordance with the actual Contract Amount (Awarded tender amount excluding allowance, provisional amounts and VAT) of the awarded bid.

Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

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

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

The Minimum Targeted Contract Skills Development CPG is *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 Skills Development CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.7.5. 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 provisional amount will be adjusted in accordance with the actual Contract Amount (Awarded tender amount excluding allowance, provisional amounts and VAT) of the awarded bid.

Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance 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. 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.

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.

Table 1: Contracting skills development goals for different classes of engineering and construction works contracts

Source: cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No 48491 Government Gazette, 23 April 2023 (Table 2, Page 7)

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

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: The notional cost of providing training opportunities per quarter

Source: cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No 48491 Government Gazette, 23 April 2023 (table 3, Page 9)

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

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

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

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

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

C2.1.16.6 NATIONAL YOUTH SERVICE TRAINING AND DEVELOPMENT PROGRAMME

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 C3.7.6.

Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

C2.1.16.7 LABOUR-INTENSIVE WORKS

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

Where labour intensive work is specified in the Bill of Quantities 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. Provision has been made within the Contract Participation Goal section in the Bill of Quantities for the monthly reporting illustrating the value of the works executed under Labour Intensive Works CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.7.7 and any other supplementary specifications.

Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

C2.2 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-01.1 (EC) SCOPE OF WORKS – GCC 3rd Edition (2015)

Project title:	CULLINAN MAGISTRATE COURT: INSTALLATION OF STANDBY GENERATOR: DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT		
Tender no:	PTQ 23/266.	Reference no:	

C3. Scope of Works

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C3.2 PROJECT SPECIFICATIONS

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

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

B: AMENDMENTS TO THE PARTICULAR SPECIFICATIONS

Insert amendments to particular specifications

C3.3 PARTICULAR SPECIFICATIONS

List particular specifications

C3.4 STANDARD SPECIFICATIONS:

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

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

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

3.5 PROJECT SPECIFICATIONS:

Status

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

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

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

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

3.5.1 GENERAL

PS-1 PROJECT DESCRIPTION:

(a) EXTENT OF THE WORKS

Install a standby Generator to supply the areas that are classified as Essential Loads with the inclusion of the following areas and equipment:

Lights in the Court two Court Cells

All lights in the Holding Cells

Lights in the Court rooms

Lights in all passage areas

Lights in the cash hall including all services

UPS System

Digital Recording Systems

All Servers and Data Switches

All Computer equipment's

Security Control Room

All Security Lights including Security Cameras

Security Access Control

The 100A Pole switch on the overhead line must be replaced with a 100A slow tripping breaker. The existing 1 x 25mm² cable from the Pole switch to the Main distribution Board will not be replaced as it does cater for the spare capacity of 25% required. This cable will be sufficient to handle the required total current of 93.34A for the whole building and 25% spare capacity.

The existing Main distribution board must be replaced with a new DB that will be big enough to handle the all the Normal loads, Mechanical loads and Essential loads. This distribution board must be properly labelled to differentiate between the different loads such as Normal loads, Mechanical, UPS and Generator essential switch boards to avoid incorrect operation.

The electrical installation circuits for the building must be completely traced by a Qualified Master Electrician and to be labelled as per DPW specifications. All existing suffix cables from the Main Distribution Board to the different circuits in the building must be removed and replaced with Slipdac PVC GP wiring as per SANS code (RED/BLACK/GREEN) GP wiring in conduit.

The existing 150A three phase circuit breaker located inside the existing Main distribution board must be replaced with a 100A fast tripping breaker in order to grade with the pole mounted switch breaker.

A wall mounted Automatic change over distribution board with a change over switch must be installed next to the new distribution board. The Switch will be used for change over when power is interrupted to only supply the essential equipment via alternate supply from the Generator.

A new three Phase Electronic meter must be installed inside the Main distribution Board for billing and remote metering. This will have to meter the total usage of the Complex. The meter will provides extensive measurement and tariff capabilities and must be suitable for direct connection metering applications. The meter must have Batteries for Clock & Calendar back up

PS-2 DESCRIPTION OF SITE AND ACCESS project specification

The Contractor will be required to Notify the Security Personel at all times with the number of Employees/Labourers to be used on site

The contractor must make sure that there is continuous supply available in the building at all times during construction. No interruptions to Court proceedings will be allowed.

3.5.2 AMENDMENTS TO THE STANDARD AND PARTICULAR SPECIFICATION:

Insert amendments

C3.5.3 PARTICULAR SPECIFICATIONS:

List particular specifications

It is recommended that the proposed Electrical Services is to be designed in accordance with the latest revisions and amendments of the following:

- **SANS 10142: The Wiring of Premises / Applicable British Standards,**
- **SANS 10400: The Application of the National Building Regulations,**
- **SANS 204: Energy Efficiency in Buildings,**
- **The Occupational Health and Safety Act,**
- **The City of Tshwane By-Laws and Regulations,**
- **The City of Tshwane - Electrical Reticulation Standards & Supply Methods,**
- **The City of Tshwane- Fire Department Regulations,**
- **Only readily available equipment supported locally with technical assistance and sufficient levels of stock for ongoing maintenance to be specified.**

C3.6 STANDARD MINIMUM REQUIREMENTS

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

- C3.6.1 cidb Best Practice: Green Building Certification, No. 34158 Government Gazette, 1 April 2011
- C3.6.2 cidb Standard for Developing Skills through Infrastructure Contracts, No. 36760 Government Gazette, 23 August 2013
- C3.6.3 cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013
- C3.6.4 Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017, No. 40553 Government Gazette, 20 January 2017
- C3.6.5 cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts, No. 41237 Government Gazette, 10 November 2017
- C3.6.6 cidb Standard for Minimum Requirements for Engaging Contractors and Sub-Contractors on Construction Works Contracts, No. 41237 Government Gazette, 10 November 2017

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

C3.6.8 cidb Standard for Developing Skills through Infrastructure Contracts, No 48491 Government Gazette, 23 April 2023

C3.7 CONTRACT PARTICIPATION GOALS AND CIDB BUILD PROGRAMME

Provision has been made within the Contract Participation Goal section in the Bill of Quantities for the respective CPGs. Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

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.

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

C3.7.1 Minimum Targeted Local Material Manufacturer Contract Participation Goal

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

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

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

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

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

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

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

Failure to achieve the minimum specified value as indicated in the CPG Bill of Quantity Section for Targeted Local Material Manufacturer participation will result in a **thirty percent (30%)** 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.

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

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

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

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

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

A targeted supplier is a targeted enterprise that

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

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

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

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

Failure to achieve the minimum specified value as indicated in the CPG Bill of Quantity Section for Targeted Local Material Manufacturer participation will result in a **thirty percent (30%)** penalty of the prorated targeted value of materials not complied with, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

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

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

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

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

The Minimum Targeted Local Skills Development Contract Participation Goal shall be achieved in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 48491 of 28 April 2023 and the cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract..

Targeted labour: individuals who:

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

Adapted from SANS 10845-7:2015, definition 2.12

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

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

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

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

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

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

The aim of this best practice standard for indirect targeting for enterprise development in accordance with the Standard for Indirect Targeting for Enterprise Development (published in Government Gazette 36190 of 25 February 2013), as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. is to promote enterprise development by providing for a minimum Contract Participation Goal (CPG) of **insert percentage Min 5% and Max 30%** 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.

The lead partner or main contractor shall dedicate a **minimum insert percentage Min 5% and Max 30%** of the tender value at the time of award, excluding allowances and VAT, to provide developmental support to targeted subcontractor or joint venture partner applicable to contracts in Grades 7 to 9,

General Building and Civil Engineering contracts. Preference will be given to insert type of enterprises, e.g. General Building, Electrical, Mechanical, Plumbing, etc. .It could be either or any combination of all Enterprises.

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

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

C3.7.4.1 Criteria

The main or lead partner of the successful bidder shall:

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

C3.7.4.2 Management

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

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



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

SPECIFICATION
FOR THE
SUPPLY, DELIVERY AND INSTALLATION OF ONE 40kVA
EMERGENCY GENERATOR SET
AT
Cullinan Magistrate Court
in Cullinan

ELECTRICAL ENGINEER

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ADDRESS: 90 Kingbolt Crescent
ADDRESS: Wapadrand Office Park
ADDRESS: Pretoria, 0080
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DEPARTMENT OF PUBLIC WORKS

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19 September 2023

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**SPECIFICATION FOR THE SUPPLY DELIVERY AN INSTALLATION OF
EMERGENCY GENERATOR SET/S**

SECTION 1 – GENERAL

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SECTION 1 – GENERAL

1. Intent of Document

The specification is intended to cover the complete installation 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.

In all cases where a device or part of the equipment is referred to in the singular, it is intended that such reference shall apply to as many devices as are required to complete the installation.

2. Standards and Codes

All work and equipment shall be in accordance with the requirements of BS5514 and shall comply with the Occupational Health and Safety Act, No 85 of 1993 and current regulations of all other codes applicable to this work.

All equipment shall be Y2K compliant.

3. Regulations

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

- a) The latest issue of SABS 0142: "Code of Practice for the Wiring of Premises",
- b) The Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended,
- c) 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,
- d) The Fire Brigade services Act 1993 Act 99 of 1987 as amended,
- e) The National Building Regulations and Building Standards Act 1977 (Act 103 of 1977) as amended,
- f) The Post Office Act 1958 (Act 44 of 1958) as amended,
- g) The Electricity Act 1984 (Act 41 of 1984) as amended and
- h) The Regulations of the local Gas Board where applicable.

4. Scope of Work

Supply, delivery and installation of the complete emergency generator set specified in this document.

There will be no plant room provided and the Generator will be installed on a plinth under a Canopy outside.

5. Co-ordination

The standby generator room will be provided under a separate contract. This will include for construction of all foundations, plinths, openings, rebates, etc., required by the Contractor for the installation of the plant and equipment. A detail of all such foundations, plinths, openings, rebates, etc. Must be supplied with his tender.

The Contractor shall co-ordinate his program with the Civil, Structural, Electrical and Building Contractor. His installation rates shall include for such "first fixing: of plant as may be required, and for returning at a later stage to complete the installation when the other Contractor's has completed their operations, were necessary.

Delays due to lack of co-ordination between the Contractor's shall not form a basis for claims be the Contractor of this Contract.

6. Test 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 may be present during the test to satisfy them that the generating set complies with the specification and delivers the specified output. The test must be carried out in accordance with BSS 5514, Part 2 and 3. The Department must be timeously advised of the date for the test.
- (b) After completion of the works and before first delivery 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 Department.

7. Guarantee and Maintenance

The Contractor shall guarantee the complete plant for a period of twelfth months after the first delivery has taken place.

If during this period the plant is not in working order, or not working satisfactorily owing to faulty material, design or workmanship, the Contractor will be notified and immediate steps shall be taken by him to rectify the defects and/or replace the affected parts on site at his own expense.

The Contractor shall maintain the plant in good working condition for the full twelfth month period to the final delivery of the installation. However, should the Contractor fail to hand over the plant in good working order on the expiry of the specified twelfth months, the Contractor shall be responsible for further monthly maintenance until final delivery is taken.

During this period the contractor will undertake to arrange that the plant be inspected at least once per month by a qualified member of his staff who shall: -

- (a) Report to the Officer-in-charge, keeping the maintenance records, and enter into a log book the date of the visit, the tests carried out, the adjustments made, and any further details that may be required.
- (b) Grease and oil moving parts, where necessary.
- (c) Check the air filter and, when necessary, clean the filter and replace filter oil.
- (d) Check the lubricating oil and top-up when necessary.
- (e) After the plant has run one oil change for the number of hours stipulated by the manufacturers, drain the sump and refill with fresh lubricating oil. The reading of the hour meter on the switchboard will be taken to establish the number of hours run by the plant.

Under this heading only the cost of the actual oil used, shall be charged as an extra on the monthly account.

- (f) Clean the lubricating oil filter and/or replace the filter element at intervals recommended by the engine manufacturer, the cost of a new filter element to be charged as an extra on the monthly account.
- (g) Check and when necessary adjust the valve settings and the fuel injection equipment.
- (h) Check the battery and top-up the electrolyte when necessary.
- (i) Test-run the plant for 0,5 hour and check the automatic starting with simulated faults on the mains, the proper working of all parts, including the electrical gear the protective devices with fault indicators, the changeover equipment and the battery charger. Make the necessary adjustments.
- (j) Report to the Department and to the Contractor on any parts that become unserviceable through fair wear and tear, or damaged by causes beyond the control of the Contractor.

The Contractor on receiving the report, shall immediately submit a detailed quotation for the repair or replacement of such parts to the Department.
- (k) Advise the Department when it has become necessary to de-carbonise the engine and submit a quotation for this service.
- (l) Top up the water of the radiator, if applicable.
- (m) Clean the plant and its components.

8. 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 Engineer.
- (b) All work shall be executed in a first-class manner by qualified tradesman.
- (c) 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.
- (d) The Contractor shall thoroughly acquaint himself with the work involved and shall verify on site all measurements necessary for proper installation 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.
- (e) 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.
- (f) All control equipment and serviceable items shall be installed and positioned such that they will be accessible and maintainable.

- (g) The Contractor shall make sure that all safety regulations and measures are applied and enforced during the installation and guarantee periods to ensure the safety of the public and the User Client.
- (h) The Contractor is to include for all scaffolding required to complete the work required.

9. Imported Content

This equipment will not be subject to fluctuations in the rate of exchange.

However, should the Contractor choose to be protected against fluctuations in the rate of exchange on imported equipment, the following conditions will apply:

- a) The Materials Offered Ex-Import (Annexure A), which forms part of this tender document, must be completed by the Contractor.
- b) Any fluctuations in the rate of exchange will be for the account of the Government and shall be calculated from a date seven (7) days prior to the date of the Contractor's tender to a date seven (7) days after receipt by the Contractor's bank of the negotiable bill of lading or the exporter's invoice, provided this latter date is not later than 30 days after the date of payment. Thereafter, fluctuations in the rate of exchange shall not be for the account of the Government.

10. Brochures

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

11. Submittals

The following information must accompany the tender documents

- (a) Full particulars, performance curves and illustrations of the equipment offered, must be submitted with the Tender.
- (b) The design of the control system to comply with the requirements for automatic starting, stopping, interlocking and isolation as specified.
- (c) Curves furnished by the engine makers, showing the output of the engine offered against the speed, for both intermittent and continuous operation **as** well as fuel consumption curves when the engine is used for electric generation

The successful Tenderer must, as soon as possible after receipt of the order, submit detailed drawings and wiring diagrams of the plant and the switchgear. One diagram shall be contained in a metal pouch on the side of the switchboard.

SPECIFICATION FOR THE SUPPLY DELIVERY AN INSTALLATION OF AN EMERGENCY GENERATOR SET

SECTION 2 – EQUIPMENT REQUIREMENTS

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SECTION 2 – EQUIPMENT REQUIREMENTS

1. Engine

1.1 General

The engine must comply with the requirements as laid down in BS 5514 and must be of the atomised 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.

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 BS 5514.

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 BS 5514 of 1977 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.

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.

1.5 Starter Battery

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

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 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 plant room wall.

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.

1.8 Fuel Pump

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

1.9 Fuel Tank

The fuel tank will have to form part of the main Generator base to avoid separate plinths for the unit. The tank shall have sufficient capacity for standby sets to run the engine on full load for a period of 12 hours.

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 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.

1.10 Governor

The speed of the engine shall be controlled by a governor in accordance with class A2 of BS 5514 of 1977 if not otherwise specified in the Technical Specification.

The permanent speed variation between no load and full load shall not exceed 4,5% of the normal engine speed and the temporary speed variation shall not exceed 10% External facilities must be provided on the engine, to adjust the normal speed setting by $\pm 5\%$ at all loads zero and rated load.

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 BS 5514 of 1977.

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.

The exhaust pipe shall be installed in such a way that the expelled exhaust fumes will not cause discomfort to the public. The exhaust pipe must be flexibly connected to the engine to take up vibrations transmitted from the engine, which may cause breakage. The exhaust piping and silencer shall be lagged to reduce the heat and noise transmission into the plant room and shall be protected against the ingress of driving rain at 45° to the horizontal. The exhaust pipe must extend 0,5m above the roof gutters. It must be secured by flanges both sides of the wall at the point of exit. These flanges must be clamped to the wall with bolts through the wall.

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. Alternator

2.1 General

The alternator shall be of the self excited brush less 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 BS 5000 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 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 0,8 lagging and within the driving speed variations of 4,5% between no-load and full load.

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 milli-seconds following the application of full load and the transient voltage dip shall not exceed 18%.

2.4 Coupling

The engine and alternator must be directly coupled by means of a high quality flexible coupling, equal and similar to the "HOLSET" type.

3. **Switchboard**

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.

3.2 Construction

The switchboard shall be a totally enclosed, floor mounted unit, fabricated from steel panels, carried on and-substantial angle iron framework.

The board shall be flush fronted and all equipment to be mounted behind the front plate, on suitable supports.

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 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 automatic control and protection equipment shall be mounted on a separate easily replaceable small panel with printed circuits. The equipment shall mainly be the "solid state" type. After mounting the equipment on the panel, the rear of this panel shall be sealed with epoxy-resin. However, other proven control systems may also be considered, but must be described in detail.

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.

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.

Individual relays with reset pushed are required, to give a visible signal and stop the engine when any of the protective devices operate. In the case of manual operation of standby sets, it shall not be possible to restart the engine.

The indicators and re-set pushes must be marked in both official languages respectively.

“OVERLOAD”	“OORLAS”
“TEMPERATURE HIGH”	“TEMPERATUUR HOOG”
“OIL PRESSURE LOW”	“OLIEDRUK LAAG”
“OVER-SPEED”	“OORSPOED”
“START FAILURE”	“AANSITFOUT”
“LOW WATER LEVEL”	“LAE WATERVLAK”

In addition two relays with reset pushes must be fitted giving an audible and visible signal when:

- (a) The fuel level in the service tank is low. The reset push of this relay must be marked “FUEL LOW” - “BRANDSTOF LAAG”.

In addition, a low-low level sensor must be provided. At this level the engine must stop to prevent air entering the fuel system.

- (b) The battery charger failed. The reset push of this relay must be marked “CHARGER FAIL” - “BATTERYLAAIER FOUTIEF”.

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

All relays 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 indicator lamps.

3.4 Manual Starting

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

3.5 Battery Starting 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 also provided for charging the battery while the set is operational. Failure of this alternator must also activate the battery charger failure circuit.

3.6 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. These 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 $\frac{1}{10}$ 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.

3.7 Marking

All labels, markings or instructions on the switchgear shall be in both official languages.

3.8 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" "AARD". 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.

3.9 Operation Selector Switch

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

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.

3.10 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.

3.11 By-pass Switch and Main Isolator

The switchboard shall be equipped with an on-load isolator to isolate the mains and a manually operated on-load by-pass switch, which shall either connect the incoming mains to the automatic control gear or directly to the outgoing feeder. In the latter position the automatic control gear, including the main contractors, shall be isolated for maintenance purposes. It shall not be possible to start the engine except with the selector switch in the "TEST" position.

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

3.12 Start Delay

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

3.13 Stop Delay

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

4. **Installation**

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

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

5. **Warning Notices**

Notices, in both official languages, must be installed in the plant rooms.

The contents of these notices are summarised below.

- (a) Unauthorised entry prohibited.
- (b) Unauthorised handling of equipment prohibited.
- (c) Procedure in case of electric shock.
- (d) Procedure in case of fire.

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

Lettering must be black on a yellow background.

Notices (a) must be installed outside next to the entrance of the plant room and (b-d) inside the plant room.

In the plant room, a clearly legible and indelible warning notice must be mounted in a conspicuous position.

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

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

GEVAAR: Hierdie masjien sal sonder waarskuwing begin loop. Draai keuseskakelaar op beheerpaneel na "AF" voordat aan die masjien gewerk word.

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 direct on the concrete of the generator room. 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.

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.

**SPECIFICATION FOR THE SUPPLY DELIVERY AN INSTALLATION OF AN
EMERGENCY GENERATOR SET**

SECTION 3 – TECHNICAL SPECIFICATION

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SECTION 3 – TECHNICAL SPECIFICATION

1. General

Supply, deliver, install, commission, test and maintain an emergency generating set at Cullinan Magistrate Court.

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.

2. Site Information And Conditions

2.1 Location

The site is in Cullinan. Magistrate Court at 2 School Wy, Cullinan,

2.2 Site Conditions

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

- | | | | |
|----|--|---|-------------|
| a) | Height above sea level | : | meter |
| b) | Maximum ambient temperature | : | °C |
| c) | Maximum ambient humidity at lowest temperature | : | % |

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	:	40kVA
Power at 0,8 power factor	:	38kW
Frequency	:	50Hz
Fault Level	:	6kA

The generating set is required to feed the following electrical Essential Loads:

Lights in the Court two Court Cells

- ***All lights in the Holding Cells***
- ***Lights in the Court rooms***
- ***Lights in all passage areas***
- ***Lights in the cash hall including all services***
- ***UPS System***
- ***Digital Recording Systems***
- ***All Servers and Data Switches***
- ***All Computer equipment's***
- ***Security Control Room***
- ***All Security Lights including Security Cameras***
- ***Security Access Control***

4. Switchboard/Control Panel Unit

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

The switchboard/control panel unit shall be a free standing floor mounted type, which shall be installed in the plant room.

or

The switchboard shall be surface wall mounting and shall be supplied in accordance with clause 3 of Section 2 of this specification, and shall incorporate the following additional switch gear, accessible through the front panel:

MAIN SWITCH
(Standby Power)

DISTRIBUTION BOARD

LOCAL CIRCUITS

LIGHT CIRCUIT

SOCKET OUTLET CIRCUIT

SPACE & MOUNTING FACILITIES

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:

<u>DB fed</u>	<u>PVC PVC SWA PVC Cable</u>
..... mm ²

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.

7. Alternator

The Alternator shall be of the low harmonic type.

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.

9. Generator Room

The size of the Generator Room will be mm wide x mm long x mm high.

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 wall of the generator room in the position as shown on the drawing in this specification.

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.

11. Remote Control Generator Switch

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

12. Fuel Drip Tray

A drip tray approximately 100mm deep shall be mounted below the fuel tank and must be large enough to collect any fuel that drips from the tank 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.

13. Completion Time

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

14. Inform

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

15. Fuel Supply Tank

The fuel tank will have to form part of the main Generator base to avoid separate plinths for the unit. The tank shall have sufficient capacity for standby sets to run the engine on full load for a period of 12 hours.

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 8m beyond the Generator shall be supplied, for each set for filling the fuel tank/s from 100 litres Diesel Tank.

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

**SPECIFICATION FOR THE SUPPLY DELIVERY AN INSTALLATION OF AN
EMERGENCY GENERATOR SET**

SECTION 4 – SCHEDULES OF TECHNICAL INFORMATION

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SECTION 4 – SCHEDULES OF TECHNICAL INFORMATION

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 BS 551.4 a) For altitude b) For temperature c) For humidity d) Total de-rating	
6.	Net output on site in kW	
7.	Nominal speed in r.p.m.	
8.	Number of cylinders	
9.	Strokes per working cycle	
10.	Stroke in mm	
11.	Cylinder bore in mm	
12.	Swept volume in cm ³	
13.	Mean piston speed in m/min	
14.	Compression ratio	
15.	Cyclic irregularity	
16.	Fuel consumption of the complete generating set on site in l/h of alternator output at : a) Full load b) $\frac{3}{4}$ load c) $\frac{1}{2}$ load NOTE : A tolerance of 5% shall be allowed above the stated value of fuel consumption.	
17.	Make of fuel injection system.	
18.	Capacity of fuel tank in litres	
19.	Is gauge glass fitted to tank?	
20.	Is electric pump for filling the fuel tank included?	
21.	Method of starting	
22.	Voltage of starting system	

NO	ITEM	REMARKS
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 BS 5514, Part 4, with 10% transient speed drop	

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 0,8 power factor	
8.	De-rating for site conditions	
9.	Input required in kW	

NO	ITEM	REMARKS
10.	Method of excitation	
11.	Efficiency at 0,8 power factor and : a) Full load b) $\frac{3}{4}$ load c) $\frac{1}{2}$ load	
12.	Maximum permanent voltage variation in %	
13.	Transient voltage dip on full load	
14.	Voltage recovery on full load application in milli-seconds	
15.	Is alternator brushless?	
16.	Class of insulation of windings	
17.	Is alternator tropicalised?	
18.	Symmetrical short circuit current at terminals n Ampere	
19.	Type of Coupling	

3. Switchboard

NO	ITEM	REMARKS
1.	Maker's Name	
2.	Country of Origin	
3.	Is board floor mounted?	
4.	Finish of board	
5.	Make of volt, amp, and frequency meters	
6.	Dial size of meters in mm	
7.	Scale range of voltmeter	
8.	Scale range of ammeters	
9.	Ration of current transformers	
10.	Make of hour meter	
11.	Range of cyclometer counter	
12.	Smallest unit shown on counter (Item 11)	
13.	Make of circuit breaker	
14.	Type of circuit breaker	
15.	Rating of circuit breaker in Amp and fault level in kA	
16.	Setting range of overload trips	
17.	Setting range of instantaneous trips	
18.	Make of change-over equipment	
19.	Make of voltage relay	
20.	Is control and protection equipment mounted on a small removable panel?	
21.	Type of control equipment	

NO	ITEM	REMARKS
22.	Make of mains isolator	
23.	Type of indicators for protective devices	
24.	Make of rectifier	
25.	Type of rectifier	
26.	Is battery charging	
27.	Are volt- and ammeters provided for charging circuit?	
28.	Is the alarm hooter of the continuous duty type?	
29.	Rating in Amps of : a. Change-over equipment b. Mains on load isolator c. By-pass switch d. Circuit breaker to outgoing feed	
30.	Is manufacture of switchboard/control panel to be sub-let?	
31.	If yes, state name and address of specialist manufacturer	

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	

5. Dimensions

NO	ITEM	REMARKS
1.	Overall dimensions of set in mm	
2.	Overall mass	
3.	Is the generator room adequate for the installation of the set	

6. Deviation from the Specification as An Alternative (State Briefly)

NO	DESCRIPTION

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	

**SPECIFICATION FOR THE SUPPLY DELIVERY AN INSTALLATION OF AN EMERGENCY
GENERATOR SET**

PART C

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5. Summary of Section 2.....	
6. Final Summary.....	

SECTION 1

R | **c**

PRELIMINARIES

GENERAL

Should there be any discrepancy between these Preliminaries and the Conditions of Contract (PW677), the former shall take precedence

These Preliminaries are divided into Parts A, B and C

Part A lists the clauses of and refers directly to the Conditions of Contract (PW677). Some of the clauses have been expanded and the additional terms are set against each relevant clause

Part B contains standard preliminary items, some of which may have been marked NA (not applicable)

Part C contains specific preliminary items which apply to this contract except where marked NA (not applicable)

SCHEDULE OF SUPPLEMENTARY INFORMATION

A **Schedule of Supplementary Information** is included after the Collection of the Preliminaries, containing supplementary information to items A13, A20, A24, B1.2, B1.5, B1.6 etc

PRICING OF PRELIMINARIES

For the purpose of adjustment of the Preliminaries in terms of item A23 hereof the rate entered in the rate column for each item in the Preliminaries, must be divided into three categories, viz: Fixed, Value Related and Time Related, and the respective amounts entered in the spaces provided under each item

Where the rate entered in the rate column for any item in the Preliminaries is not divided into the three categories, the rate shall be deemed to be value related except for clauses A1, A2, A8, A14, A21, A24, A26 to A29, B1.1 to B1.9, B2.1 to B2.6, B4.1, B5.1, B5.5, B7.1 to B8.2, C2 to C7 which shall be fixed.

PART A

CONDITIONS OF CONTRACT

The conditions of contract shall be the Conditions of Contract (PW677) of the Department. The contractor is referred to the above mentioned document for the full intent and meaning of each clause referred to under the following headings

A1 **DEFINITIONS**

Clause 1

Fixed: _____ Value Related: _____ Time Related: _____ **Item**

A2 **DRAWINGS, SPECIFICATIONS AND BILLS OF QUANTITIES**

Clause 2

Priced Bills of Quantities

The contractor shall deposit his priced bills of quantities with the quantity surveyor stated on the front cover hereof

Rates

Imbalanced, unreasonable or unrealistic rates for any item, the inclusion of the cost of one item in the rate for another item, nil rates or no charge for items will not be allowed

Where appropriate, rates for similar items in the various sections of the bills of quantities should be the same

Each Item Carried to Collection

SECTION 1: PRELIMINARIES (PART C)

The Director-General shall be at liberty to make such adjustments to individual rates, whether they are subcontractors' rates or not, as will eliminate errors, discrepancies or which he considers to be imbalanced, unreasonable or unrealistic rates without altering the tender amount
 Schedule rates for all items shall be deemed to include all costs to the contractor other than Value-Added Tax (VAT) for the execution of the works in accordance with the Conditions of Contract (PW677)

Fixed: _____ Value Related: _____ Time Related: _____ **Item**

A3 CONTRACTOR'S OBLIGATIONS

Clause 3

Fixed: _____ Value Related: _____ Time Related: _____ **Item**

A4 CONTRACTOR'S REPRESENTATIVE

Clause 4

Fixed: _____ Value Related: _____ Time Related: _____ **Item**

A5 EMPLOYEES TO BE EFFICIENT

Clause 5

Fixed: _____ Value Related: _____ Time Related: _____ **Item**

A6 MATERIAL AND WORK TO CONFORM TO DESCRIPTION

Clause 6

Fixed: _____ Value Related: _____ Time Related: _____ **Item**

A7 LOCAL AND OTHER AUTHORITIES

Clause 7

Fixed: _____ Value Related: _____ Time Related: _____ **Item**

Note: Provisional sums covering such relevant items are included elsewhere in the bills of quantities

A8 SETTING OUT OF THE WORKS

Clause 8

Fixed: _____ Value Related: _____ Time Related: _____ **Item**

A9 NOTICE OF COVERING WORK

Clause 9

Fixed: _____ Value Related: _____ Time Related: _____ **Item**

A10 MATERIAL AND GOODS TO BE THE PROPERTY OF THE DIRECTOR-GENERAL

Clause 10

Ownership

Ownership of material and goods referred to in subclause 10(1) of the Conditions of Contract (PW677) shall be deemed to have duly passed to the Director-General by virtue of a constitutum possessorium

Each Item Carried to Collection

SECTION 1: PRELIMINARIES (PART C)

Fixed: _____ Value Related: _____ Time Related: _____ **Item**

A11 PLANT TO BE THE PROPERTY OF THE DIRECTOR-GENERAL

Clause 11

Ownership

Ownership of plant referred to in sub clause 11(1) of the Conditions of Contract (PW677), shall be deemed to have duly passed to the Director-General by virtue of a constitutum possessorium

Fixed: _____ Value Related: _____ Time Related: _____ **Item**

A12 INJURY TO THE WORKS

Clause 12

Excepted Risk

The contractor shall carry the risk of damage to or destruction of the works and material paid for by the Director-General that is the result, whether direct or indirect or proximate or remote of any risk or peril only insurable in the Republic of South Africa by means of a political riot insurance policy issued by or on behalf of the South African Special Risks Insurance Association

Fixed: _____ Value Related: _____ Time Related: _____ **Item**

A13 INJURY TO PERSONS OR PROPERTY

Clause 13

Fixed: _____ Value Related: _____ Time Related: _____ **Item**

Note:

- 1) See the Schedule of Supplementary Information for amount of insurance to be obtained against removal of support to adjoining properties, in respect of any single occurrence (clause 13(4))
- 2) All the conditions of clause 13 will still be applicable should insurance against removal of support to adjoining properties not be specifically prescribed
- 3) Insurance against Removal of Support to adjoining Properties (Clause 13(4)): Before commencing the works the contractor shall arrange with the owners of adjoining buildings and properties, the Representative/Agent, representatives of local authorities and agents of an insurance company for an inspection of the adjoining buildings, structures, services, paving, channels, fences, roads, pavements, kerbs, etc and record all conditions particularly cracks, defects and levels in structures, roads, paving, kerbs, channels and fences which later could be claimed to have been caused or disturbed by the operations carried out under this contract

If so directed the contractor shall take levels and photographs and the cost thereof shall be for the Director-General's account. Written and photographic evidence shall be dated and witnessed in front of an attorney or notary, and the owners should sign the record as true evidence which shall be lodged with the Representative/Agent

The contractor shall insure as set out in clause 13(4) of the Conditions of Contract (PW677) and submit the insurance policy to the Representative/Agent for approval

Should the contractor fail to insure, the Director-General may insure in his own name with an insurance company, pay the premiums and recover such cost from the contractor

A14 CESSION OR ASSIGNMENT

Clause 14

Each Item Carried to Collection

SECTION 1: PRELIMINARIES (PART C)

Fixed: _____ Value Related: _____ Time Related: _____ **Item**

A15 PRIME COST ITEMS AND PROVISIONAL SUMS

Clause 15

Adjustment of Prime Cost Amounts

The contract sum will be adjusted by the omission of the prime cost amount and the addition of only the sum actually paid for the goods by the contractor

Fixed: _____ Value Related: _____ Time Related: _____ **Item**

Note: See items B7.1 and B7.2 hereof for definition and adjustment of attendance on nominated and/or selected subcontractors executing work allowed for under provisional sums

A16 NOMINATED SUBCONTRACTORS

Clause 16

Fixed: _____ Value Related: _____ Time Related: _____ **Item**

A17 FACILITIES TO OTHER CONTRACTORS

Clause 17

Fixed: _____ Value Related: _____ Time Related: _____ **Item**

Note: See items B7.1 and B7.2 hereof for definition and adjustment of attendance on other contractors executing work not provided for in this contract

A18 VARIATIONS

Clause 18

Variations

For purposes of this clause, variations shall include any additions, omissions and substitutions ordered by the Director-General

Calculation of the Value of Work for the Limit of 20%

The amount arising out of the Contract Price Adjustment Provisions, and any difference between provisional sums and accepted tender amounts for work to be executed as nominated and/or selected subcontractors, shall be excluded in calculating the value of work omitted or added in excess of the limit of 20%

Fixed: _____ Value Related: _____ Time Related: _____ **Item**

A19 DAYWORK

Clause 19

Fixed: _____ Value Related: _____ Time Related: _____ **Item**

A20 COMMENCEMENT AND COMPLETION

Clause 20

Each Item Carried to Collection

SECTION 1: PRELIMINARIES (PART C)

Inclement Weather

Replace the words **exceptionally inclement weather** in clause 20(4) with the words **inclement weather during which no work is possible**

Fixed: _____ Value Related: _____ Time Related: _____ **Item**

Note: The contract period shall be as stated in the Schedule of Supplementary Information

A21 FIRST AND FINAL DELIVERY

Clause 21

Fixed: _____ Value Related: _____ Time Related: _____ **Item**

Note: The contractor's attention is drawn to the fact that for certain portions of the works the Final Delivery Certificate may be issued twelve months (or some other period dependent on his liability for certain portions of the works) after the date of the First Delivery Certificate

A22 CONTRACTOR'S LIABILITY IN RESPECT OF DEFECTS

Clause 22

Fixed: _____ Value Related: _____ Time Related: _____ **Item**

Note: The contractor's attention is drawn to the fact that his liability for certain portions of the works, where so stated in the bills of quantities, may be for twelve months (or for other periods as may be stated) after the date of the First Delivery Certificate

A23 PAYMENT

Clause 23

Retention Money

Notwithstanding the provisions of clause 23(2) (e)(i) of the Conditions of Contract (PW677) retention money shall be calculated on the individual contract amounts (Value-Added Tax excluded) for the contractor, nominated and/or selected subcontractors and the maximum retention money shall in each case not exceed 5% of each individual contract amount (Value-Added Tax excluded)

THE FOLLOWING CONDITIONS REPLACE CLAUSE 23(2)(b)(ii):

Adjustment of Preliminaries

The items of Preliminaries shall be adjusted in the following categories and such adjustment shall preclude any further adjustment except where circumstances (other than those listed hereunder) in terms of clause 25 of the Conditions of Contract (PW677) affect any item specifically priced in the preliminaries:

- 1 Fixed i.e. an amount which shall not be varied
- 2. Value Related i.e. an amount which shall be varied in proportion to the final value of the Works as compared to the contract sum (both excluding amounts arising out of contract price adjustment provisions, preliminaries, provisional sums for nominated or selected subcontractors, credit for old materials and Value-Added Tax)
- 3. Time Related i.e. an amount which shall be varied in proportion to the extended contract period less 35 days as compared to the contract period less 35 days where such extension results from the following circumstances:
 - 3.1 Instructions which have not been occasioned by the default of the contractor
 - 3.2 Delay in issuing an instruction by the Representative/Agent if approved in terms of said clause 25

Each Item Carried to Collection

SECTION 1: PRELIMINARIES (PART C)

- 3.3 Delay caused by other contractors or workmen employed by the Director-General
- 3.4 Failure by the Director-General to grant possession of the site to the contractor: Provided that the proportional amount in respect of any such extension be multiplied by a factor of 50%

Payment of Preliminaries in Progress Payments

A proportional amount in respect of the preliminaries or the adjusted preliminaries, if any, shall be included in each progress payment taking into account the priced items within the preliminaries section of the bills of quantities, as well as:

- 1. In respect of Time Related amounts:
 - 1.1 The 35 day no charge period before handing over of the site
 - 1.2 A reduced charge for extensions given for periods before handing over of the site
 - 1.3 The construction period including any later anticipated completion date
 - 1.4 Any amounts already paid in previous payment certificates when the construction period changes
- 2. In respect of the Fixed value amounts:
 - 2.1 An initial or establishment charge, payment of which shall be made to the contractor on proof that the relevant expenditures have been made
 - 2.2 A monthly charge, if any
 - 2.3 A final or disestablishment charge
- 3. In respect of the Value Related amounts:
 - 3.1 The exclusions provided for in the **Adjustment of Preliminaries** above for the adjustment of Value Related amounts
 Fixed: _____ Value Related: _____ Time Related: _____ **Item**

A24 DEFAULT BY CONTRACTOR

Clause 24

Fixed: _____ Value Related: _____ Time Related: _____ **Item**

Note: The penalty for default by the contractor shall be calculated as determined in the Schedule of Supplementary Information

A25 DELAYS BY DIRECTOR-GENERAL

Clause 25

Fixed: _____ Value Related: _____ Time Related: _____ **Item**

A26 SEQUESTRATION, LIQUIDATION, INSOLVENCY AND JUDICIAL MANAGEMENT

Clause 26

Cancellation of Contract

The contract shall be deemed to be cancelled upon the liquidator, or curator, waiving his right to proceed with and complete the contract

Fixed: _____ Value Related: _____ Time Related: _____ **Item**

Each Item Carried to Collection

SECTION 1: PRELIMINARIES (PART C)

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A27 DISPUTES

Clause 27

Fixed: _____ Value Related: _____ Time Related: _____ **Item**

A28 CANCELLATION BY DIRECTOR-GENERAL

Clause 28

Fixed: _____ Value Related: _____ Time Related: _____ **Item**

A29 AMENDMENT OF CONDITIONS OF CONTRACT

Clause 29

Fixed: _____ Value Related: _____ Time Related: _____ **Item**

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SECTION 1: PRELIMINARIES (PART C)

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SECTION 1: PRELIMINARIES (PART C)

PART B**STANDARD PRELIMINARIES**

The tenderer's attention is drawn to Part C hereof for specific preliminaries which apply to this contract

B1 DOCUMENTATION**B1.1 DOCUMENTS**

The Conditions of Contract (PW677), Articles of Agreement (PW193) and Deed of Suretyship (PW159) and Guarantee for the Execution of a Contract (PW 822) are available for issue to or for inspection by the tenderer during office hours at the head office or the regional office of the Department. Copies of the State Tender Board General Conditions and Procedures (ST36) are available on application from the Chief Director: Procurement Administration, Private Bag X49, Pretoria, 0001

Fixed: _____ Value related: _____ Time related: _____ **Item**

B1.2 CONTRACT DRAWINGS

The drawings issued with the tender documents do not comprise the complete set but serve as a guide only for tendering purposes and for indicating the scope of the work to enable the tenderer to acquaint himself with the nature and extent of the works and the manner in which they are to be executed

Should any part of the drawings not be clearly intelligible to the tenderer he shall, before submitting his tender, obtain clarification in writing from the Representative/Agent

Fixed: _____ Value related: _____ Time related: _____ **Item**

Note: See the Schedule of Supplementary Information for the list of contract drawings

B1.3 BILLS OF QUANTITIES

The pages of these bills of quantities are numbered consecutively. The tenderer shall, before submitting his tender, check the numbers of the pages and should any be missing or duplicated, or the reproduction be indistinct, or if any doubt exists as to the full intent or meaning of any description, or these bills of quantities contain any obvious errors, the tenderer shall obtain a directive in writing from the Director-General

The text of these bills of quantities and other documents as prepared by the Representative/Agent will be adhered to and no alteration, erasure, omission or addition thereto by the tenderer will be recognised

Fixed: _____ Value related: _____ Time related: _____ **Item**

B1.4 PROVISIONAL BILLS OF QUANTITIES

Where reference is made in the documentation to bills of quantities it shall be taken as referring to these Provisional Bills of Quantities

All quantities are provisional, are an indication of the extent and type of work to be executed and have been inserted in order to obtain competitive tenders

All work carried out under this contract shall be measured and valued at schedule rates and in accordance with the Conditions of Contract

Fixed: _____ Value related: _____ Time related: _____ **Item**

B1.5 GENERAL PREAMBLES

The document **Specification of Materials and Methods to be Used (PW371)** is obtainable on request from the head office and all regional offices of the Department, and shall be read in conjunction with the bills of quantities and be referred to for the full descriptions of work to be done and materials to be used

Fixed: _____ Value related: _____ Time related: _____ **Item**

Note: See the Schedule of Supplementary Information for the edition which is applicable

Each Item Carried to Collection

SECTION 1: PRELIMINARIES (PART C)

- B1.6 STANDARD SYSTEM OF MEASURING BUILDING WORK**
 Except where stated otherwise or where it is clear from the contents of the measured items these bills of quantities have been compiled in accordance with the Standard System of Measuring Building Work issued by the Association of South African Quantity Surveyors
 Fixed: _____ Value related: _____ Time related: _____ **Item**
- Note: See the Schedule of Supplementary Information for the edition which is applicable
- B1.7 DEFINITION OF APPROVED, DIRECTED OR SELECTED**
 The term "approved", "directed" or "selected" shall mean approved, directed or selected by the Representative/Agent
 Fixed: _____ Value related: _____ Time related: _____ **Item**
- B1.8 TRADE NAMES**
 Wherever a trade name for any product has been described in the bills of quantities, the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the Representative/Agent being obtained prior to the closing date for submission of tenders
 If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for
 Fixed: _____ Value related: _____ Time related: _____ **Item**
- B1.9 PROVISIONAL ITEMS**
 Work described as Provisional in these bills of quantities shall be measured and valued at schedule rates and in accordance with the Conditions of Contract (PW677)
 Fixed: _____ Value related: _____ Time related: _____ **Item**
- B1.10 DETAILS**
 Upon receipt of detail drawings for any work the contractor shall, before putting that work in hand, ascertain that the dimensions given on the detail drawings correspond with the dimensions of any work already built. In the event of the detail drawings not agreeing with work already built, the drawings shall immediately be returned for alteration, as no claim for extra work will be entertained in this respect
 Fixed: _____ Value related: _____ Time related: _____ **Item**
- B2 THE SITE**
- B2.1 VIEWING THE SITE**
 The tenderer shall view the site and make himself thoroughly acquainted with the conditions under which the works are to be executed, the means of access to the site, the nature of the site, the condition of the roads and generally with all matters which may influence the pricing of the contract
 The contractor will not be allowed to extend his operations beyond the area indicated on the drawings
 Fixed: _____ Value related: _____ Time related: _____ **Item**
- B2.2 BOUNDARY BEACONS**
 The boundary beacons of the site will be pointed out by the Representative/Agent to the contractor who shall sign a written acknowledgement therefor before commencing operations. The contractor shall maintain the beacons and shall bear any cost of resurveying should they become disturbed or lost
 Fixed: _____ Value related: _____ Time related: _____ **Item**
- B2.3 ADJOINING PROPERTIES**
 The contractor shall make his own arrangements with owners of adjoining properties in order to execute the works
 Fixed: _____ Value related: _____ Time related: _____ **Item**

Each Item Carried to Collection

SECTION 1: PRELIMINARIES (PART C)

B2.4 UNKNOWN SERVICES

Should the contractor encounter any existing services such as underground cables, pipes or sewers during the execution of the works he shall notify the Representative/Agent immediately and suspend all affected work in the immediate vicinity until instruction to proceed has been given by the Representative/Agent

Fixed: _____ Value related: _____ Time related: _____ **Item**

B2.5 PROTECTION OF TREES AND SHRUBS

Only those trees and shrubs indicated as such on the drawings shall be removed or cut back. The remainder of the trees and shrubs shall be left undamaged

Fixed: _____ Value related: _____ Time related: _____ **Item**

B2.6 ARTICLES OF VALUE

Any relics, treasure or other articles of value found on the site, shall be handed over to and remain the property of the Director-General who will be the sole arbiter of what constitutes an article of value

Fixed: _____ Value related: _____ Time related: _____ **Item**

B3 MANAGEMENT OF THE CONTRACT

B3.1 PROGRAMMING OF THE WORKS

The contractor shall, within one month of the site being handed to him, submit to the Representative/Agent a detailed program and supporting documentation for the execution of the contract including the work of all nominated and/or selected subcontractors and other contractors engaged by the Director-General, representing the duration of categories of work in sufficient detail to enable the Representative/Agent to assess the progress of the works at all times in comparison with the program. The contractor shall, in compiling the program, consult with the nominated and/or selected subcontractors and other contractors and shall also take cognisance of any Procedure of Works (phasing) items, where applicable

The contractor shall implement the program and shall reprogram the works should the program not accurately reflect the progress or the extent of the works. Copies of each program and supporting documentation shall be provided for the use of the Representative/Agent, nominated and/or selected subcontractors and other contractors

The submission to the Representative/Agent of such programs will not relieve the contractor of his responsibility for ensuring timeous completion of the contract

Fixed: _____ Value related: _____ Time related: _____ **Item**

B3.2 MANAGEMENT OF THE WORKS

The contractor shall be responsible for managing the sequence of the works in such a manner that the subsequent cutting or patching of finished work is avoided. He shall obtain all necessary particulars of subcontractors' and other contractors' work timeously so that provision for recesses, chases, holes, etc may be made

Fixed: _____ Value related: _____ Time related: _____ **Item**

B3.3 PROGRESS MEETINGS

Regular progress meetings will be held either monthly or as may be necessary and shall be attended by the contractor. Parties other than the contractor shall not attend the meetings unless specifically requested by the Representative/Agent to do so. The Representative/Agent will keep and distribute minutes of the meetings

Fixed: _____ Value related: _____ Time related: _____ **Item**

Each Item Carried to Collection

SECTION 1: PRELIMINARIES (PART C)

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B4 MATERIAL AND WORKMANSHIP**B4.1 ORDERING OF MATERIALS**

The contractor shall place orders timeously for materials or special articles that are required. Should the bills of quantities be used for ordering materials, this shall be entirely at the contractor's risk

Fixed: _____ Value related: _____ Time related: _____ **Item**

B4.2 SAMPLES OF MATERIALS AND WORKMANSHIP

The contractor shall furnish at his own cost such samples of materials, workmanship and specimens of colours as may be called for by the Representative/Agent for his approval who may reject all material, workmanship, etc not corresponding to the approved samples

Fixed: _____ Value related: _____ Time related: _____ **Item**

B5 TEMPORARY WORKS AND PLANT**B5.1 ENCLOSURE OF WORKS**

The contractor shall provide, erect, alter as necessary, maintain, remove and make good on completion of the works suitable hoardings, complete with gantries, fans, safety screens, barriers, guard railing, access gates, covered gangways, steel sections at crane lifts, splayed corners, returned ends, etc as indicated on the drawings and as necessary for the enclosure of the works and the protection of the public, all to the satisfaction of the Representative/Agent and the Local Authority

Fixed: _____ Value related: _____ Time related: _____ **Item**

B5.2 SHEDS

The contractor shall provide, maintain and remove on completion of the works temporary sheds for the proper storage of materials

Fixed: _____ Value related: _____ Time related: _____ **Item**

B5.3 OFFICE FOR THE REPRESENTATIVE/AGENT

The contractor shall provide, maintain and remove on completion of the works an office for the exclusive use of the Representative/Agent, minimum size 4 x 3 x 3m high internally, suitably insulated and ventilated, provided with electric lighting and fitted with boarded floor, desk, chair, drawing stool, drawing board and lock-up drawers for drawings. The office shall be kept clean and fit for use at all times

Fixed: _____ Value related: _____ Time related: _____ **Item**

B5.4 NOTICE BOARD

The contractor shall provide, erect where directed, maintain and remove on completion of the works a notice board size 3 x 3m as type Drawing GEN 063, constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick all round outer edges and projecting 12mm from face of boarding and rounded on front edge. The board shall be securely fixed to hoarding, where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces. The board is to be painted ivory white and the bead and 12mm wide dividing lines deep blue. All wording shall be inscribed in deep blue painted sans serif lettering

Subcontractor's individual boards will be allowed on the site subject to the written approval of the Representative/Agent

Fixed: _____ Value related: _____ Time related: _____ **Item**

Each Item Carried to Collection

SECTION 1: PRELIMINARIES (PART C)

- B5.5 ADVERTISEMENTS**
 Advertisements on the hoarding or elsewhere on the site will be allowed subject to the written approval of the Representative/Agent
 Fixed: _____ Value related: _____ Time related: _____ **Item**
- B5.6 PLANT AND SCAFFOLDING**
 The contractor shall provide, maintain and remove if no longer required all plant and scaffolding necessary for the execution of the works

 Scaffolding will not be permitted to be erected from buildings on adjacent premises
 Fixed: _____ Value related: _____ Time related: _____ **Item**
- B6 TEMPORARY SERVICES**
- B6.1 PROVISION OF WATER FOR THE WORKS**
 The contractor shall provide all water necessary for the execution of the works, including all temporary plumbing, removing same and making good on completion of the works
 The contractor may use water free of charge from the existing supply if available. He shall obtain permission from the Representative/Agent before any connection to or extension of the existing supply is made, which shall be executed, removed and made good on completion of the works at the contractor's expense
 The contractor shall allow for the risk of failure of the water supply or of an insufficient supply, in which case he shall make his own arrangements and all costs that may arise shall be for his account
 Fixed: _____ Value related: _____ Time related: _____ **Item**
- B6.2 PROVISION OF ELECTRICITY AND LIGHTING**
 The contractor shall provide all electricity and artificial lighting necessary for the execution of the works, including all temporary installation work, removing same and making good on completion of the works
 The contractor may use the existing power supply free of charge if available. He shall obtain permission from the Representative/Agent before any connection to or extension of the existing supply is made, which shall be executed, removed and made good on completion of the works at the contractor's expense
 The contractor shall allow for the risk of failure of the electrical supply or of an insufficient supply, in which case he shall make his own arrangements and all costs that may arise shall be for his account
 Fixed: _____ Value related: _____ Time related: _____ **Item**
- B6.3 PROVISION OF TELEPHONE**
 The contractor shall provide, maintain and remove on completion of the works a telephone on site for use by all persons engaged upon the works, pay all costs related thereto and make his own arrangements regarding recovering the cost of outgoing calls from those making them
 Fixed: _____ Value related: _____ Time related: _____ **Item**
- B6.4 PROVISION OF TOILETS**
 The contractor shall provide, maintain in a thoroughly clean and tidy condition and remove on completion of the works proper toilets for the use of the workmen
 The contractor will be permitted the use of the existing toilet facilities if available unless such facilities are reserved for specific persons. The contractor shall maintain such facilities in a thoroughly clean condition and make good any damage at his own expense
 Fixed: _____ Value related: _____ Time related: _____ **Item**

Each Item Carried to Collection

SECTION 1: PRELIMINARIES (PART C)

B7 ATTENDANCE ON NOMINATED AND/OR SELECTED SUBCONTRACTORS AND OTHER CONTRACTORS**B7.1 DEFINITION OF ATTENDANCE**

General Attendance shall, without in any way limiting the meaning and interpretation thereof, include the following services to be rendered by the contractor to nominated and/or selected subcontractors or other contractors engaged by the Director-General:

1. Access to the site and to places where the work is to be carried out, the use of ordinary scaffolding and the use of any temporary cranes and personnel hoists erected by the contractor for his own and his subcontractors' use
2. The provision of water and lighting and electrical power to the place where work is to be carried out excluding water, fuel and power for commissioning of installations
3. The provision of an area for office accommodation, temporary workshops, and for the storage of plant and materials
4. The use of erected scaffolding belonging to the contractor in common with others having the like right whilst it so remains erected upon the site
5. The use of toilet facilities
6. The use of the site telephone
7. Making good after nominated and/or selected subcontractors and other contractors
8. Co-ordinating the main contract work with that of the nominated and/or selected subcontractors and other contractors

Fixed: _____ Value related: _____ Time related: _____ **Item**

Note: Items are provided elsewhere for pricing attendance on nominated and/or selected subcontractors and other contractors

B7.2 ADJUSTMENT OF ATTENDANCE

The schedule rates providing for attendance on nominated and/or selected subcontractors and other contractors, will be adjusted only if the scope of the work has changed

Fixed: _____ Value related: _____ Time related: _____ **Item**

B8 FINANCIAL ASPECTS**B8.1 SECURITY**

The contractor shall furnish one of the following forms of security:

1. Two approved sureties who shall be required to sign a deed of suretyship; or
2. A cash deposit of 10% of the contract sum; or
3. A bank guarantee for 10% of the contract sum; or
4. An insurance guarantee for 10% of the contract sum

The security will terminate upon issue of the First Delivery Certificate for the completed works referred to in clause 21(1) of the Conditions of Contract

When the work is to be executed in a single phase and a First Delivery Certificate is issued in respect of a completed portion of the works in terms of clause 21(3) of the Conditions of Contract, the security will neither be terminated nor reduced

When the works is defined to be executed in two or more phases, and a completed phase is handed over and a First Delivery Certificate is issued in respect of that phase, the contractor may apply to the Representative/Agent for a revision of the amount of the security

Fixed: _____ Value related: _____ Time related: _____ **Item**

Each Item Carried to Collection

SECTION 1: PRELIMINARIES (PART C)

B8.2 VALUE-ADDED TAX (VAT)

The tendered price must include for Value-Added Tax (VAT). All rates, provisional sums, etc in these bills of quantities must however be net with VAT calculated and added to the total value thereof in the Final Summary

Fixed: _____ Value related: _____ Time related: _____ **Item**

B8.3 CONTRACT PRICE ADJUSTMENT PROVISIONS

The contract sum will be adjusted in accordance with the **Contract Price Adjustment Provisions (CPAP)** as set out in the CPAP Manual and Reference guide as prepared by the Joint Building Contracts Committee (JBCC) series 2000, Code 2105, dated May 1998 and any amendments thereto:

1. Glass etc measured in specialist section Metalwork, will be adjusted in terms of the index for that work group unless specifically stated otherwise in the tender enquiry documents
2. All electrical installations in buildings and power distribution systems shall be adjusted in terms of the index for Work Group 160 Electrical Installation. In case of uninterruptible power supplies, elevators, escalators and hoists, generating sets, motor-alternator sets and intercommunication systems shall be in accordance with Work Group 170.
3. With reference to Work Group 190 a proportion of the Value related Preliminaries pro rata to the amount of work excluded from adjustment, shall be excluded from Contract Price Adjustment Provisions.
4. Further to clause 3.4.4 of the Contract Price Adjustment Provisions Manual and Reference guide, the listing of additional items for exclusion by tenderers, will not be permitted. Should a tenderer list any additional items his tender will be regarded as being qualified and dealt with accordingly
5. Selected Sub-Contractors shall be dealt with the same manner as Nominated Sub-Contractors
6. Where V results in a negative amount after application of the formula in clause 9.3 the factor of 0,55 shall be substituted by 1.45

Fixed: _____ Value related: _____ Time related: _____ **Item**

B8.4 IMPORTED MATERIALS AND EQUIPMENT

Where imported items are listed in the Tender documents, the tenderer shall provide all the information called for, failing with the price of any such item, material or equipment shall be excluded from currency fluctuations.

Notwithstanding any provisions elsewhere regarding the adjustment of contract prices, the price of any item, material or equipment listed in terms of this clause shall be excluded from contract price adjustment or escalation.

Fixed: _____ Value related: _____ Time related: _____ **Item**

B9 GENERAL

B9.1 DISTURBANCE

The contractor shall execute the works with as little noise and disturbance as possible to adjoining premises and tenants thereof. He shall keep the site, structures, etc well watered during operations to prevent dust and shall provide and erect and remove on completion of the works all necessary temporary dust screens all to the satisfaction of the Representative/Agent

In the event of beneficial occupation of a portion of the work being taken the contractor shall take similar precautions as described above in respect of occupied premises

Fixed: _____ Value related: _____ Time related: _____ **Item**

B9.2 CLEANING

The contractor shall regularly remove or dispose of any rubbish and superfluous material that may accumulate on the site

Fixed: _____ Value related: _____ Time related: _____ **Item**

Each Item Carried to Collection

SECTION 1: PRELIMINARIES (PART C)

PW772 99/11

WCS No

B9.3 VERMIN

The contractor shall take all necessary precautions to keep the works and site free from vermin during construction and shall leave the works vermin free on completion

Fixed: _____ Value related: _____ Time related: _____ **Item**

B9.4 JOBBING

Each trade shall perform all necessary jobbing and attendance and shall make good after all other trades

Fixed: _____ Value related: _____ Time related: _____ **Item**

Each Item Carried to Collection

SECTION 1: PRELIMINARIES (PART C)

**PART C
SPECIFIC PRELIMINARIES**

The following items will apply to this contract except where NA (not applicable) appears against an item

C1 EXISTING PREMISES OCCUPIED

The existing premises will be in use and occupied during the course of this contract

The contractor shall execute the works in such a manner as will least interfere with the general routine of the occupants of the premises and shall minimise any nuisance from dust, noise or other causes

Fixed: _____ Value related: _____ Time related: _____ **Item**

C2 INACCURATE AND DEFECTIVE WORK EXECUTED UNDER A PREVIOUS CONTRACT

The contractor shall, after taking possession of the site and before commencing the work, check the existing levels, lines, profiles and the like and satisfy himself as to the dimensional accuracy of all work executed under the previous contract which may affect his work

Should any inaccurate or defective work be found the contractor shall immediately notify the Representative/Agent in writing requesting his instructions with regard thereto and afford every facility to those rectifying such inaccurate or defective work

Fixed: _____ Value related: _____ Time related: _____ **Item**

C3 VIEWING THE SITE IN SECURITY AREAS

The site is situated in a security area and the tenderer must arrange with the unit commander or other responsible officer to obtain permission to enter the site for tendering purposes

Fixed: _____ Value related: _____ Time related: _____ **Item**

C4 COMMENCEMENT OF WORKS IN SECURITY AREAS

As the works falls within a security area the contractor must give the unit commander or other responsible officer notice before commencement of the works. Should the contractor fail to make such arrangements, admission to the site may be refused and any additional costs will be for the contractor's account

Fixed: _____ Value related: _____ Time related: _____ **Item**

C5 ENTRANCE PERMITS TO SECURITY AREAS

As the works falls within a security area the contractor shall obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which may be issued from time to time regarding the protection of persons and property under the control of the Defence Force, Police or chief security officer

Fixed: _____ Value related: _____ Time related: _____ **Item**

C6 SECURITY CHECK OF PERSONNEL

The Representative/Agent may require the contractor to have his personnel and workmen, or a certain number of them, security classified

In the event of the Representative/Agent requesting the removal of a person or persons from the works for security reasons, the contractor shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the works and the site and/or to any document or information relating to the works

Each Item Carried to Collection

SECTION 1: PRELIMINARIES (PART C)

PW772 99/11

WCS No

Fixed: _____ Value related: _____ Time related: _____ **Item**

C7 PROHIBITION ON TAKING OF PHOTOGRAPHS

In terms of article 119 of the Defence Act, 44 of 1957, it is prohibited to sketch or to take photographs of any military site or installation or any building or civil works thereon or to be in possession of a camera or other apparatus used for taking of photographs except when authorised thereto by or on behalf of the Minister

The same prohibition is also applicable to all correctional institutions in terms of article 44.1(e) of the Correctional Services Act 8 of 1959

Fixed: _____ Value related: _____ Time related: _____ **Item**

Each Item Carried to Collection

**SECTION 1
PRELIMINARIES**

COLLECTION

AMOUNT

Item		Page	R	c
PART A: CONDITIONS OF CONTRACT				
A1	Definitions	1		
A2	Drawings, specifications and bills of quantities	2		
A3	Contractor's obligations	2		
A4	Contractor's representative	2		
A5	Employees to be efficient	2		
A6	Material and work to conform to description	2		
A7	Local and other authorities	2		
A8	Setting out of the works	2		
A9	Notice of covering work	2		
A10	Material and goods to be the property of the Director-General	2		
A11	Plant to be the property of the Director-General	3		
A12	Injury to the works	3		
A13	Injury to persons or property	3		
A14	Cession or assignment	3		
A15	Prime cost items and provisional sums	4		
A16	Nominated subcontractors	4		
A17	Facilities to other contractors	4		
A18	Variations	4		
A19	Daywork	4		
A20	Commencement and completion	5		
A21	First and final delivery	5		
A22	Contractor's liability in respect of defects	5		
A23	Payment	6		
A24	Default by contractor	6		
A25	Delays by Director-General	6		
A26	Sequestration, liquidation, insolvency and judicial management	6		
A27	Disputes	6		
A28	Cancellation by Director-General	7		
A29	Amendment of Conditions of Contract	7		
Carried forward R				

SECTION 1: PRELIMINARIES: COLLECTION

	Brought forward R
PART B: STANDARD PRELIMINARIES	
B1	Documentation
B1.1	Documents 8
B1.2	Contract drawings 8
B1.3	Bills of Quantities 8
B1.4	Provisional Bills of Quantities 8
B1.5	General preambles 8
B1.6	Standard System of Measuring Building Work 9
B1.7	Definition of approved, directed or selected 9
B1.8	Trade names 9
B1.9	Provisional items 9
B1.10	Details 9
B2	The site
B2.1	Viewing the site 9
B2.2	Boundary beacons 9
B2.3	Adjoining properties 10
B2.4	Unknown services 10
B2.5	Protection of trees and shrubs 10
B2.6	Articles of value 10
B3	Management of the contract
B3.1	Programming of the works 10
B3.2	Management of the works 10
B3.3	Progress meetings 10
B4	Material and workmanship
B4.1	Ordering of materials 11
B4.2	Samples of materials and workmanship 11
B5	Temporary works and plant
B5.1	Enclosure of works 11
B5.2	Sheds 11
B5.3	Office for the Representative/Agent 11
B5.4	Notice Board 11
B5.5	Advertisements 12
B5.6	Plant and scaffolding 12
	Carried forward R

SECTION 1: PRELIMINARIES: COLLECTION

	Brought forward R	
B6	Temporary services	
B6.1	Provision of water for the works	12
B6.2	Provision of electricity and lighting	12
B6.3	Provision of telephone	12
B6.4	Provision of toilets	12
B7	Attendance on nominated and/or selected subcontractors and other contractors	
B7.1	Definition of attendance	13
B7.2	Adjustment of attendance	13
B8	Financial aspects	
B8.1	Security	13
B8.2	Value-Added Tax (VAT)	14
B8.3	Contract Price Adjustment Provisions	14
B8.4	Imported materials and Equipment	14
B9	General	
B9.1	Disturbance	14
B9.2	Cleaning	14
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 PART C: SPECIFIC PRELIMINARIES		
C1	Existing premises occupied	16
C2	Inaccurate and defective work executed under a previous contract	16
C3	Viewing the site in security areas	16
C4	Commencement of works in security areas	16
C5	Entrance permits to security areas	16
C6	Security check of personnel	16
C7	Prohibition on the taking of photographs	17
 SECTION 1		
PRELIMINARIES		
 CARRIED TO FINAL SUMMARY		R

SUBTOTALS:

R c

Category: Fixed R

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Category: Value R

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Category: Time R

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SECTION 1: PRELIMINARIES: COLLECTION

SCHEDULE OF SUPPLEMENTARY INFORMATION

NOTE: The information listed below is in respect of certain items in the Preliminaries, requiring the supplementary information:

ITEM NO	PAGE NO	INFORMATION
A13	3	Amount of insurance against removal of support to adjoining properties in respect of any single occurrence (clause 13(iv)): Not specifically prescribed
A20	5	Contract period:
A24	6	Amount of penalty per day on which the completion of the works may be in arrear: R (Excluding VAT)
B1.2	8	Contract drawing numbers: _____ _____ _____ _____ _____
B1.5	8	Edition of Specification of Materials and Methods to be used (PW371):
B1.6	9	Edition of Standard System of measuring Building Work:

(EXAMPLE ONLY)

FINAL SUMMARY

	<i>Section</i>	Page	R	c
PART A				
1	Preliminaries.....			
Block A				
2	Site work.....			
PART B				
	Electrical Installation.....			
	(See separate document)			
	(Value-Added Tax excluded)			
	SUBTOTAL	R		
ADD				
	VALUE-ADDED TAX		R	
	SUBTOTAL	R		
LESS				
	Credit for old materials recoverable from demolitions/alterations		R	
	TOTAL CARRIED TO TENDER FORM	R		

ANNEXURE A

**SCHEDULE OF IMPORTED MATERIALS AND EQUIPMENT
TO BE COMPLETED BY TENDERER**

The Contractor shall list imported items, materials and/or equipment which shall be excluded from the Contact Price Adjustment Provisions and shall be adjusted in terms of currency fluctuations only. Copies of the supplier's quotations for the items, materials or equipment (not higher than the Contract rate as listed below) should be lodged with the Representative/Agent of the Department of Public works within 60 (sixty) days from the date of acceptance of the tenders. No adjustment of the contractor's profit, local VAT amount, discount, mark-up, handling costs, etc. shall be allowed.

ITEMS	MATERIAL / EQUIPMENT	RAND (R) EXCLUDING VAT
1		
2		
3		
4		
5		
6		

FORMULA:

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

$$A = V \times \frac{Z}{Y}$$

A = the amount (R) of adjustment

V = the net amount (R) (Supplier's Quotation) of the imported item
(Material or Equipment)

Y = exchange rate at the closing date of tender submission

Z = exchange rate on the date of payment

PW 379 M (Hans)

- NOTES:**
1. CASCADING USED ON ALL DB BOARDS AND PANELS
 2. ALLOW 15% SPARE SPACE ON ALL MAIN LV DISTRIBUTION BOARDS
 3. ALLOW 20% SPARE SPACE ON ALL SUB DISTRIBUTION BOARDS
 4. FLOOR STANDING TYPE DISTRIBUTION BOARD
 5. BREAKERS TO CONFORM TO EC STANDARDS
 6. BALANCING OF PHASES TO BE CONFIRMED DURING INSTALLATION



**NOTES:
LEGEND**

	SWITCH GENERAL SYMBOL
	CIRCUIT BREAKER
	ISOLATOR
	BYPASS SWITCH LOCATED INSIDE DB (MUST BE A SWITCH, NOT A CIRCUIT BREAKER)
	LIGHT SWITCH INSTALLED AS SHOWN ON RELEVANT LIGHTING LAYOUT DRAWING
	POTENTIAL FREE RELAY CONTACT CONTROLLER BY BMS (MODBUS)
	FUSE
	FUSE SWITCH
	FUSE DISCONNECTOR
	CONTACTOR
	WITHDRAWABLE CIRCUIT BREAKER
	EARTH LEAKAGE
	EARTH LEAKAGE RELAY WITH OVERLOAD PROTECTION
	OPERATING DEVICE (UPS)
	TIME SWITCH
	AMMETER
	VOLTMETER
	MOTION
	PHOTO CELL
	GENERATOR
	CURRENT TRANSFORMER
	TRANSFORMER
	SURGE ARRESTOR
	REMOTE OCCUPANCY SENSOR
	BUS COUPLER
	DAY NIGHT SWITCH
	DALI CONTROLLER FOR LIGHTING
	MODBUS TO TCP/IP GATEWAY FOR BMS COMMUNICATION
	ENERGY METER, MODBUS

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REVISIONS

No	Date	Description	By



Client
public works
 Department: Public Works
 REPUBLIC OF SOUTH AFRICA

Project
 STANDBY GENERATOR FOR CULLINAN MAGISTRATE OFFICE

Drawing Title
 SITE LAYOUT

Scale
 A3



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Designed by: M.B Drawn by: M.B
 Checked by: V.S Approved by: V.S
 Project Manager: Tshepiso Nthobu

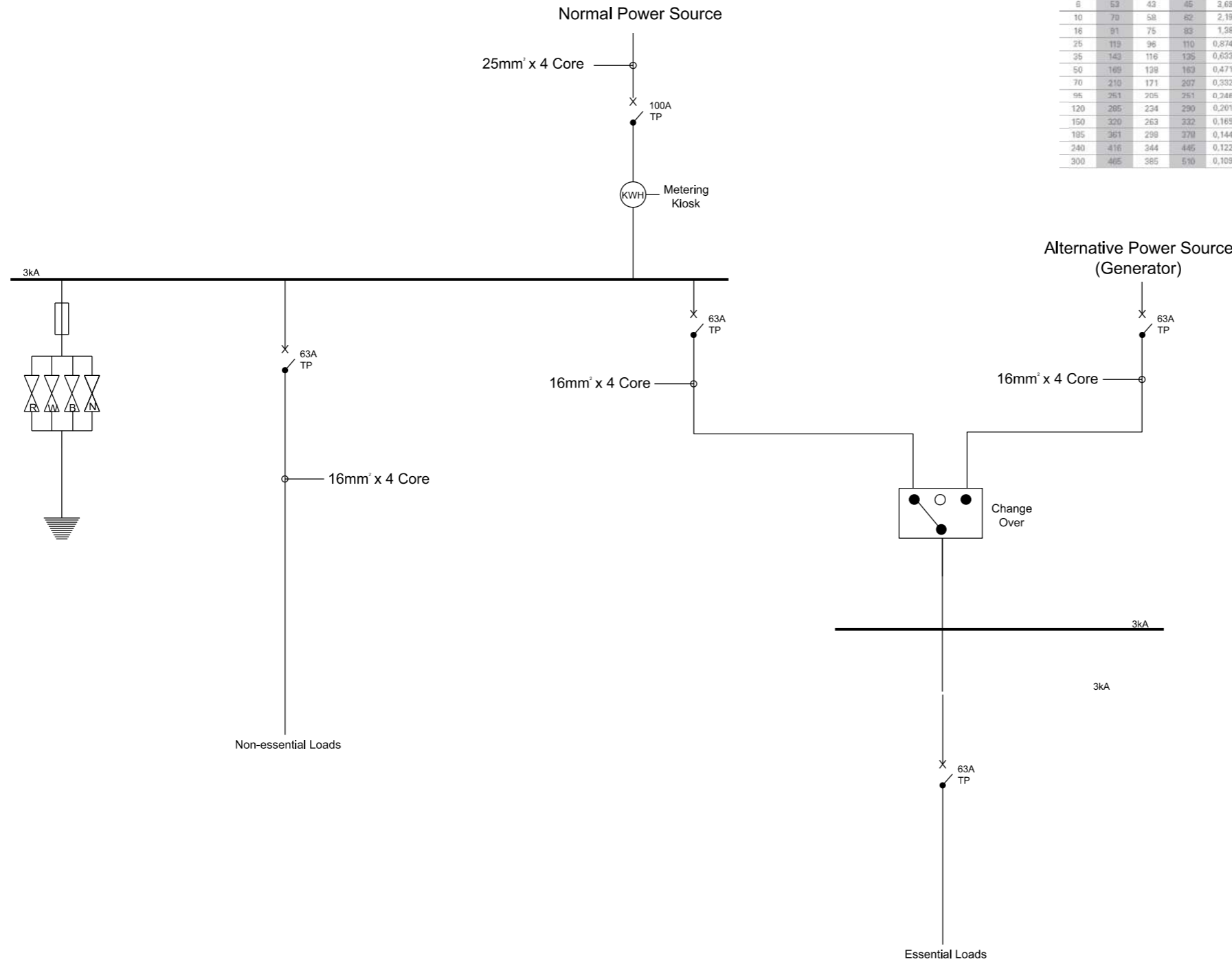
Client approval:
 Drawing No. EE1061301 Revision 1
 Client Project No. WCS054453

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Table 6.2
Electrical and Physical Properties of 9 and 4 core PVC Insulated PVC bedded SWA PVC sheathed 600/1000 V cables manufactured to SANS 1507-2

COPPER CONDUCTORS

Cable Size (mm ²)	Electrical Properties						Physical Properties							
	Current Rating			Impedance (Ω/km)	3φ Volt drop (mV/A/m)	1φ Volt drop (mV/A/m)	Nominal Diameters							
	Ground	Ducts	Air				D1		d		D2		Approx. Mass	
(A)	(A)	(A)	(Ω/km)	(mV/A/m)	(mm)	(mm)	(mm)	(mm)	(mm)	(mm)	(kg/km)	(kg/km)		
1,5	24	20	19	14,48	25,080	28,356	8,51	9,33	1,25	1,25	14,13	14,95	448	501
2,5	32	26	26	8,87	15,363	17,734	9,61	10,56	1,25	1,25	15,23	16,18	622	687
4	42	34	35	5,52	9,561	11,034	11,40	12,57	1,25	1,25	17,02	18,39	667	762
6	53	43	45	3,68	6,391	7,374	12,68	13,90	1,25	1,25	18,40	19,72	790	910
10	70	58	62	2,19	3,783	4,384	14,59	16,14	1,25	1,25	20,41	21,96	956	1189
16	91	75	83	1,58	2,590	2,759	16,55	18,18	1,25	1,60	22,37	25,32	1295	1768
25	119	96	110	0,8749	1,515	1,749	19,46	21,34	1,60	1,60	26,46	28,34	1939	2196
35	143	116	125	0,6335	1,097	1,267	20,89	23,57	1,60	1,60	27,99	31,17	2215	2732
50	169	139	163	0,4718	0,817	0,944	24,26	28,14	1,60	2,00	31,46	36,54	2971	3893
70	210	171	207	0,3325	0,576	0,665	27,97	31,29	2,00	2,00	35,47	40,09	3617	4837
95	251	205	251	0,2480	0,437	0,492	31,19	35,82	2,00	2,00	39,99	44,82	4301	6115
120	285	234	290	0,2012	0,348	0,402	33,38	38,10	2,00	2,00	42,18	47,40	5720	7269
150	320	263	332	0,1698	0,294	0,339	36,68	42,05	2,00	2,50	45,99	52,65	6909	9250
185	361	299	370	0,1445	0,250	0,289	40,82	46,75	2,50	2,50	51,12	57,45	8690	11039
240	416	344	445	0,1220	0,211	0,244	46,43	53,06	2,50	2,50	57,13	64,16	10767	13726
300	485	385	510	0,1090	0,189	0,218	51,10	58,53	2,50	2,50	62,20	70,13	12950	16544



**NOTES:
LEGEND**

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	FUSE DISCONNECTOR
	CONTACTOR
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	DALI CONTROLLER FOR LIGHTING
	MODBUS TO TCP/IP GATEWAY FOR BMS COMMUNICATION
	ENERGY METER, MODBUS

REVISIONS

No	Date	Description	By



Client
STANDBY GENERATOR FOR CULLINAN MAGISTRATE OFFICE

Project
SINGLE LINE DIAGRAM FOR ESSENTIAL & NON_ESSENTIAL LOADS LAYOUT

Scale: A3



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Checked by: V.S Approved by: V.S
Project Manager: Tshepo Nthlivo
Client approval:

Drawing No. EE10613/03
Client Project No. WCS054453
Revision 1

- NOTES:**
1. CASCADING USED ON ALL DB BOARDS AND PANELS
 2. ALLOW 15% SPARE SPACE ON ALL MAIN LV DISTRIBUTION BOARDS
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	MODBUS TO TCP/IP GATEWAY FOR BMS COMMUNICATION
	ENERGY METER, MODBUS



PROPOSED POSITION
OF GENERATOR

REVISIONS

No	Date	Description	By



Client
STANDBY GENERATOR FOR CULLINAN MAGISTRATE OFFICE

Drawing Title
PROPOSED GENERATOR POSITION ON SITE (OPTION 01)

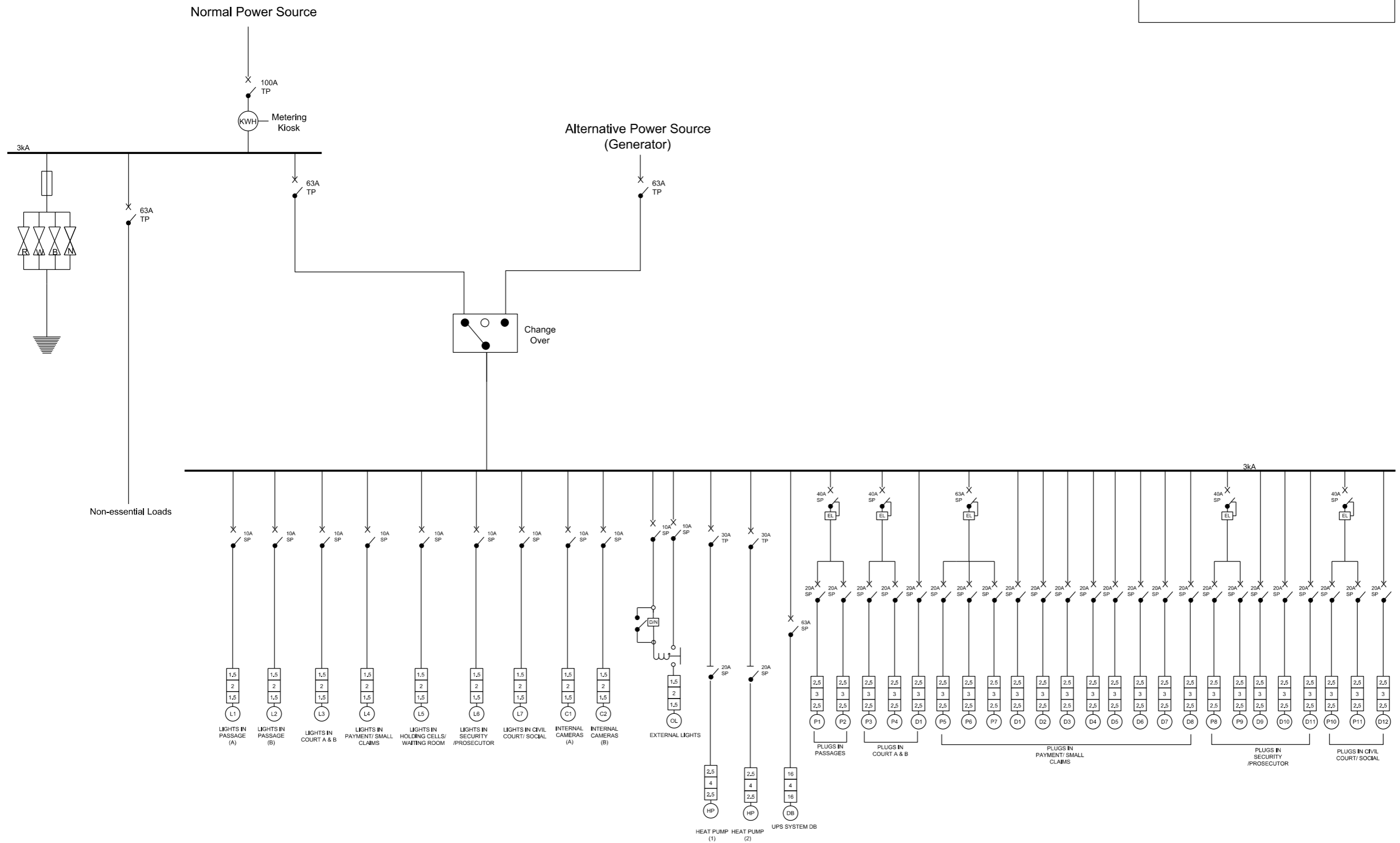
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Checked by: V.S	Approved by: V.S
Project Manager: Tshepiso Ndlovu	

Drawing No. EE10613/02/01	Revision 2
Client Project No. WCS054453	



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	ENERGY METER, MODBUS

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REVISIONS

No	Date	Description	By

Client

Department: Public Works
REPUBLIC OF SOUTH AFRICA

Project **STANDBY GENERATOR FOR CULLINAN MAGISTRATE OFFICE**

Drawing Title **SINGLE LINE DIAGRAM FOR ESSENTIAL LOADS IN MAIN DISTRIBUTION BOARD**

Scale A3

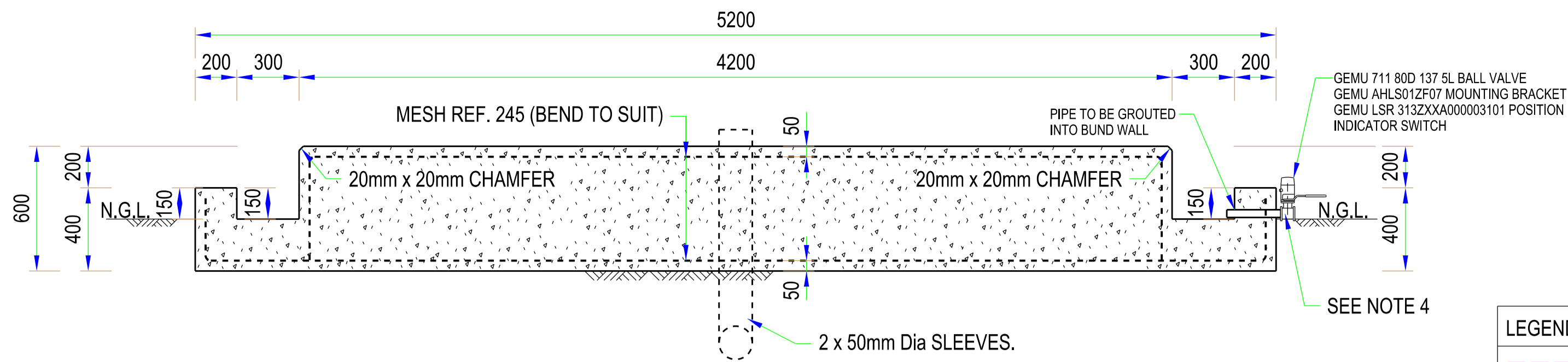
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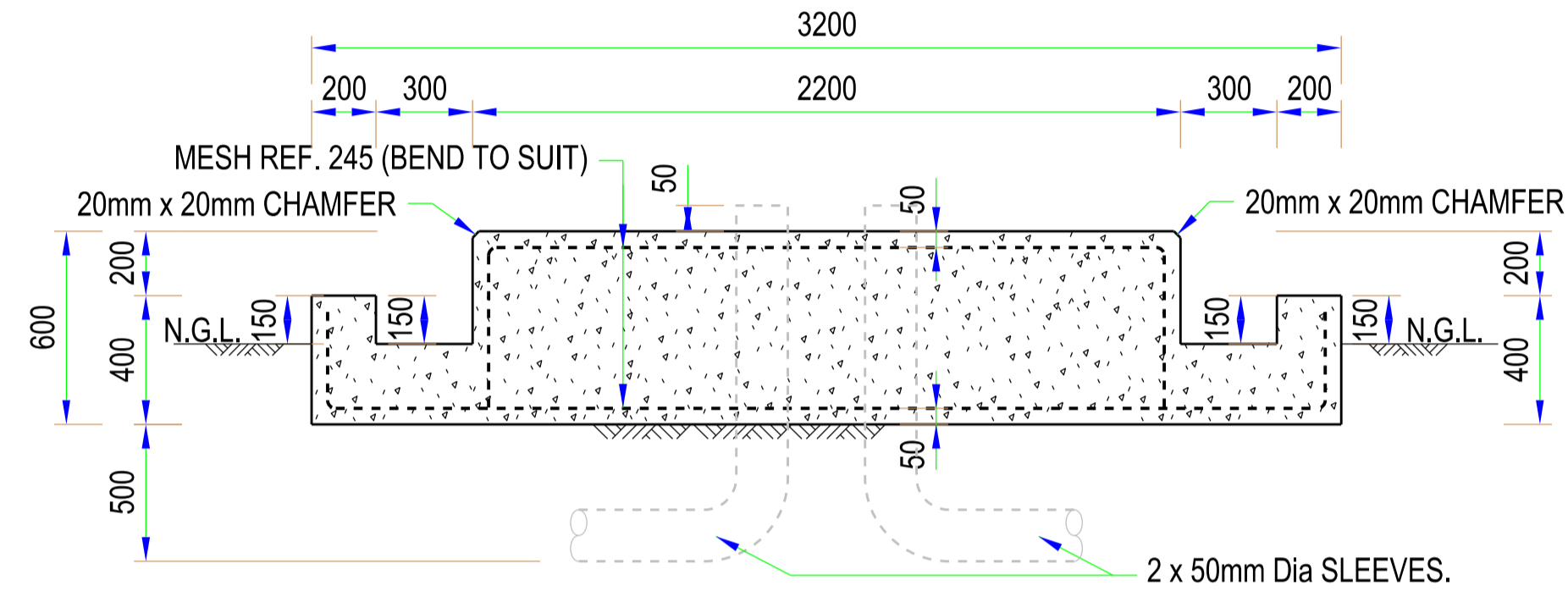
Project Manager: Tshetsiso Ndlovu

Client approval: _____

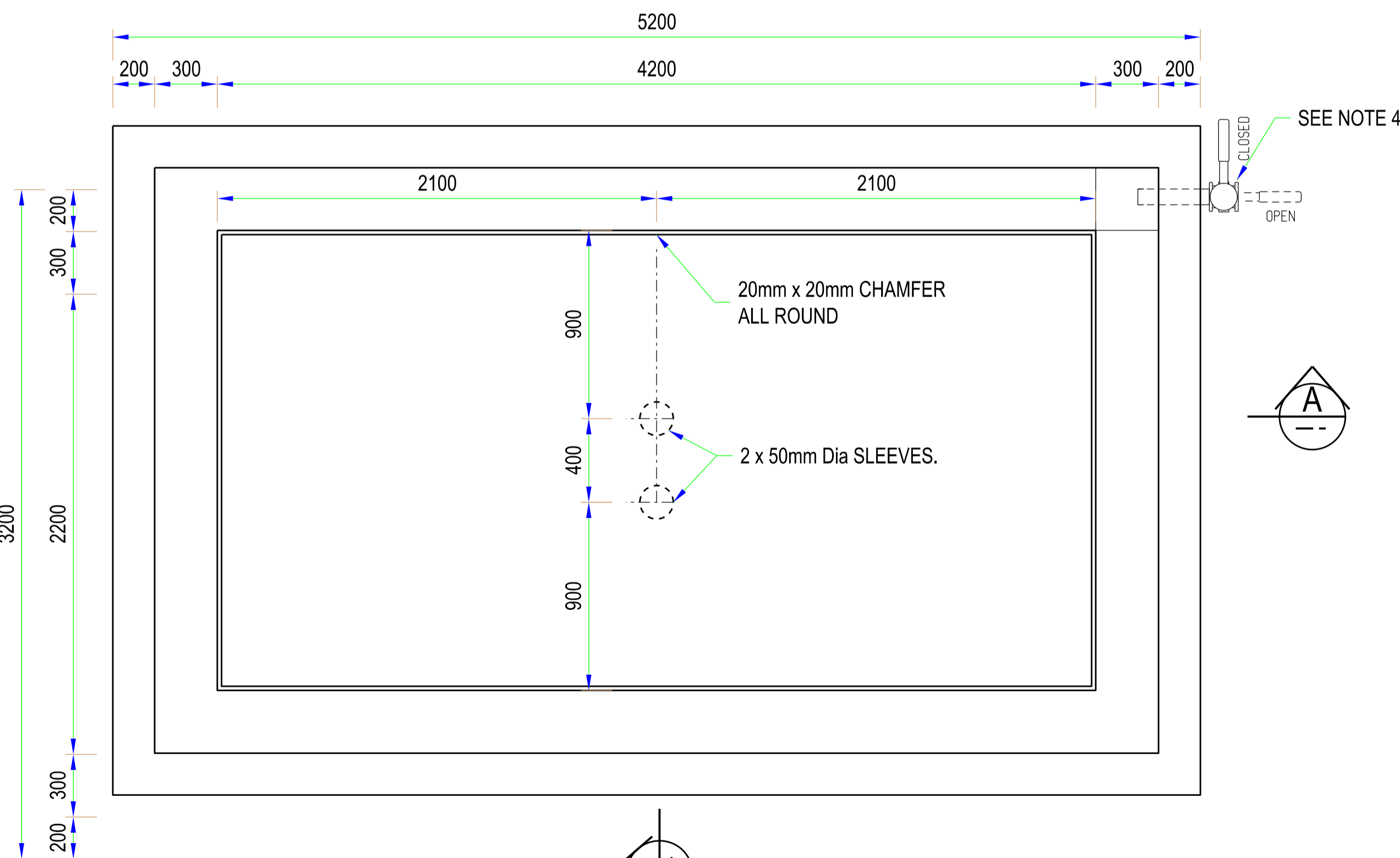
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Client Project No. WCS054453



OUTDOOR DIESEL GENERATOR
FOUNDATION SECTION A-A
Scale 1:20

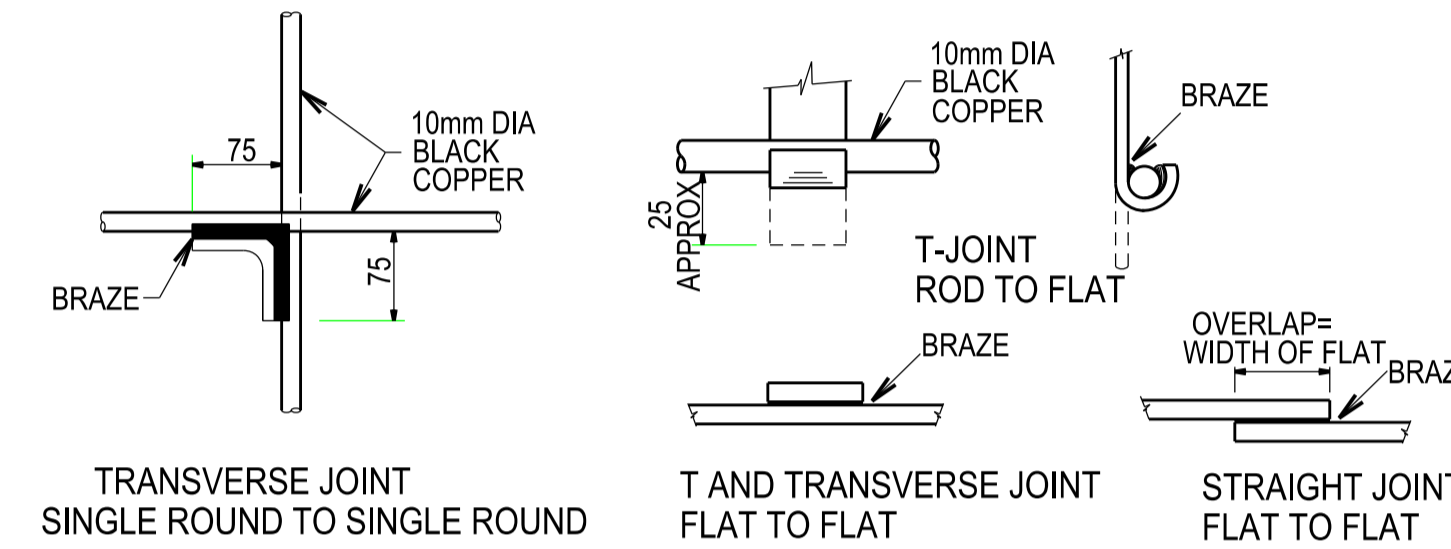


OUTDOOR DIESEL GENERATOR
FOUNDATION SECTION B-B
Scale 1:20

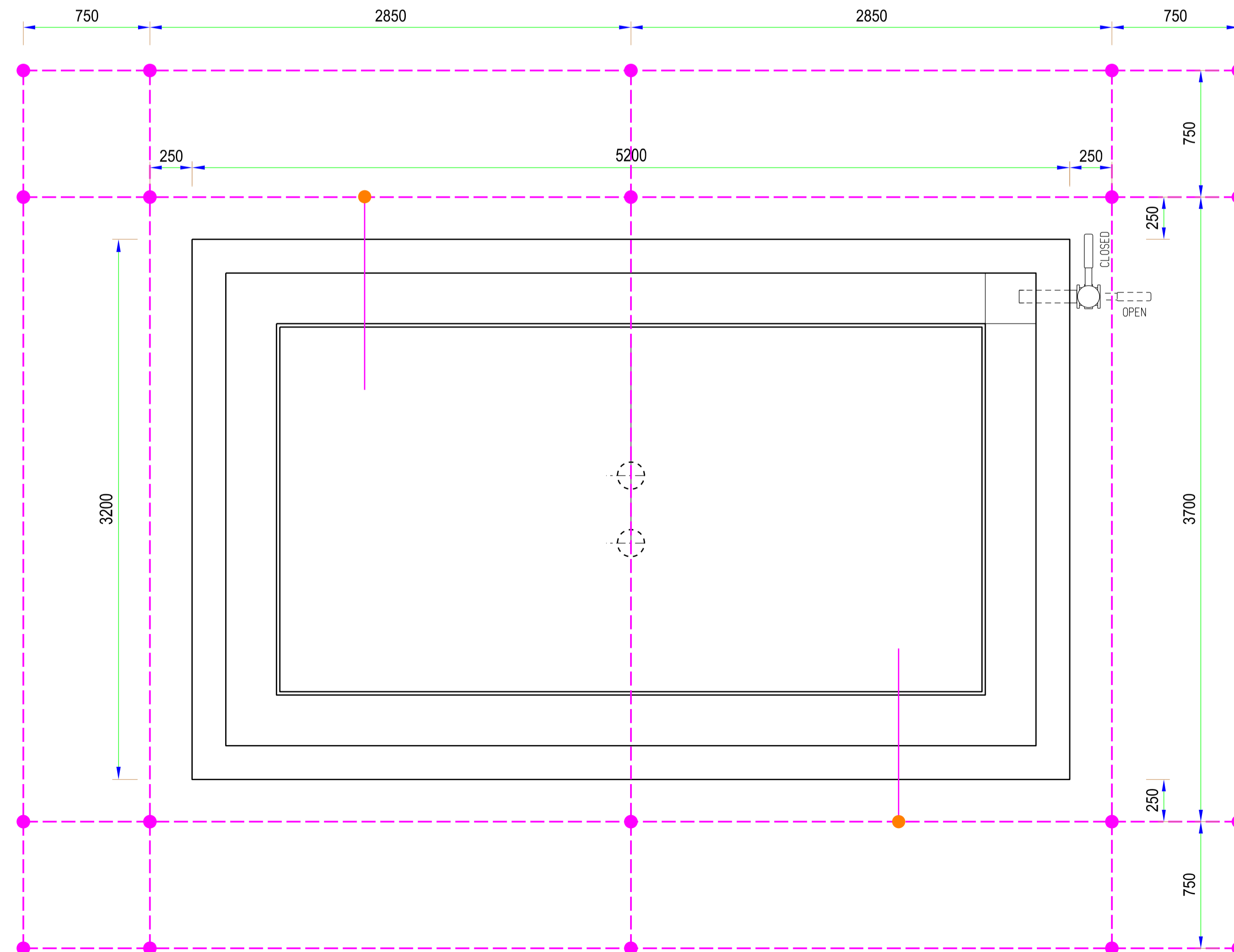


OUTDOOR DIESEL GENERATOR
FOUNDATION PLAN
Scale 1:20

LEGEND	DESCRIPTION	QTY
	10mm ROUND COPPER MAIN EARTH GRID (1m BELOW GROUND LEVEL)	60m
	50mm x 3mm FLAT COPPER FOR EARTH TAILS TO THE FOUNDATIONS.	6m
	MAIN EARTH GRID BONDING BRACED OR CADWELD	18
	MAIN EARTH BONDING TO EARTH TAILS DIAMETER 10mm TO 50mm x 3mm FLAT	2



1. JOINTS TO BE OXY-ACETYLENE BRAZED, USING 3mm DIA SILBRALLOY BRAZING ROD AS SUPPLIED BY AFRICAN OXYGEN LTD. NO FLUX IS REQ'D.
BRAZED COPPER JOINTS



OUTDOOR DIESEL GENERATOR
EARTH GRID LAYOUT
Scale 1:20

GENERAL NOTES:

- 25 Mpa CONCRETE/19mm STONE.
- POLISHED PLASTER FINISH (STEEL FLOAT).
- EARTHWORKS:-
 - EXCAVATE 450mm DEEP MINIMUM, TO WASTE OR STOCKPILE.
 - RIP AND RE-COMPACT INSITU LAYER TO 90% MODAASHTO.
 - IMPORT G5 MATERIAL OR USE INSITU TO 150mm LAYERS COMPACTED TO 93% MODAASHTO.
- A TAP TO BE PROVIDED (NOT INDICATED) TO DRAIN ALL THE WATER THAT ACCUMULATES INSIDE THE BUND WALL. FINAL POSITION OF TAP TO BE DETERMINED ON SITE.
- BUND WALL TO BE PROVIDED, 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.

EARTHING NOTES:

- ALL TINNED COPPER MUST BE TREATED AS DESCRIBED PRIOR TO MAKING A CONNECTION:
 - WASH AND BRUSH TINNED AREA IN WATER, b) APPLY THIN LAYER OF NON OXIDE GREASE ONLY TO TINNED AREAS FACING GENERATOR TANK.
- WHERE CONNECTION IS MADE TO GENERATOR TANK, THE SURFACE SHALL BE COATED WITH PETROLEUM JELLY PRIOR TO BOLTING.
- COPPER QUANTITIES EXCLUDE FOUNDATION H.D. BOLTS EARTHING
- ALL RE-INFORCED MECH TO BE CONNECTED TO MAIN EARTH GRID.

NOTES:

REVISIONS

No	Date	Description	By
A	26/09/2019	ISSUED FOR APPROVAL	W.C.

Client

 Department:
 Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA
 Director-General:
 Advocate Sam Vukela

Project
**CULLINAN MAGISTRATE COURT
 INSTALLATION OF STANDBY
 GENERATOR**
 DEPARTMENT OF JUSTICE AND
 CONSTITUTIONAL DEVELOPMENT

Drawing Title
**40kVA DIESEL GENERATOR
 FOUNDATION DETAIL
 LAYOUT**

Scale
 As Shown A1

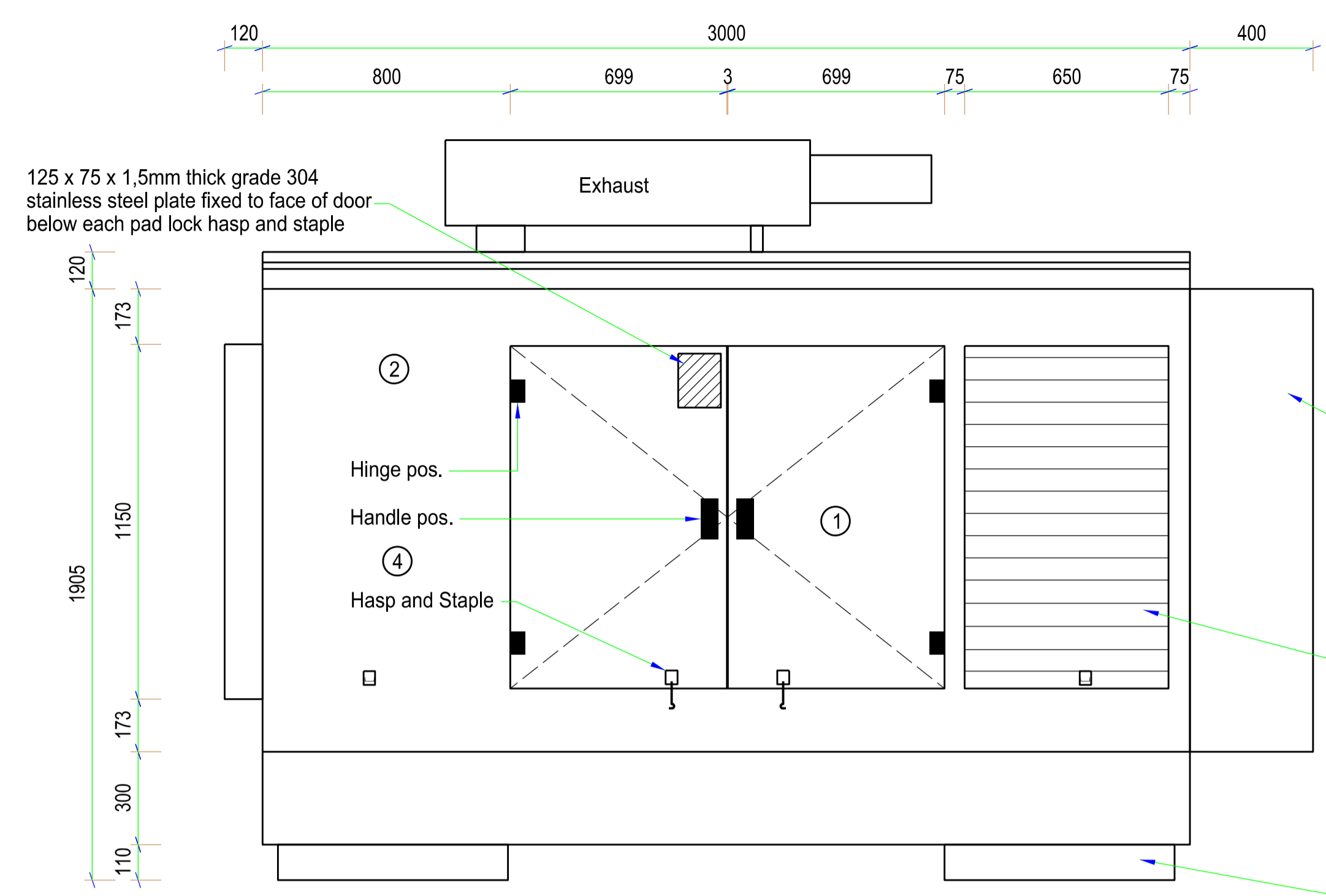
CONSULTING ENGINEERS (PTY) LTD
 3 LE ROUX STREET
 PO BOX 1655
 NELSPRUIT 1200
 TEL: +27 13 741 4499
 vsambokwe@plpafica.co.za

Designed by: W.C. Drawn by: W.C.
 Checked by: V.S. Approved by: V.S.
 Project Manager: Tsheliso Ndhlovu
 Client approval:

Drawing No.
 EE10613/05
 Client Project No.

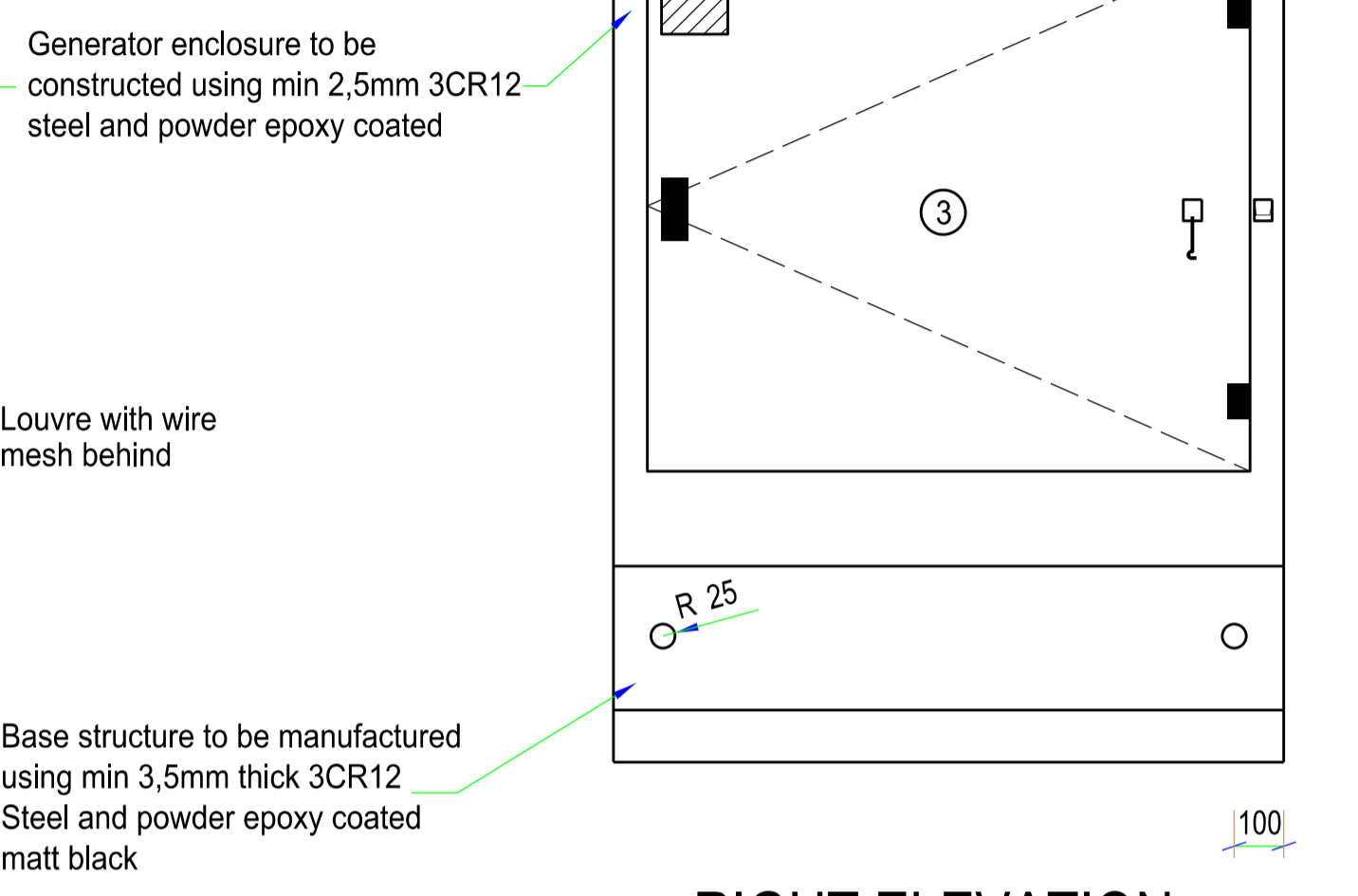
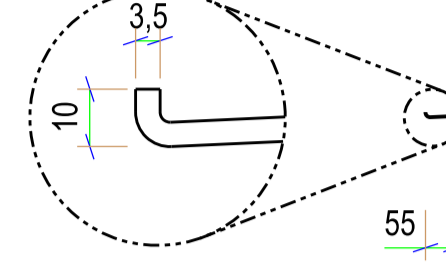
Revision

- ① Danger Sign - Automated engine start without notice
- ② Electrical Shock Treatment Sign
- ③ Multilingual Danger Sign
- ④ Electrical Hazard Sign

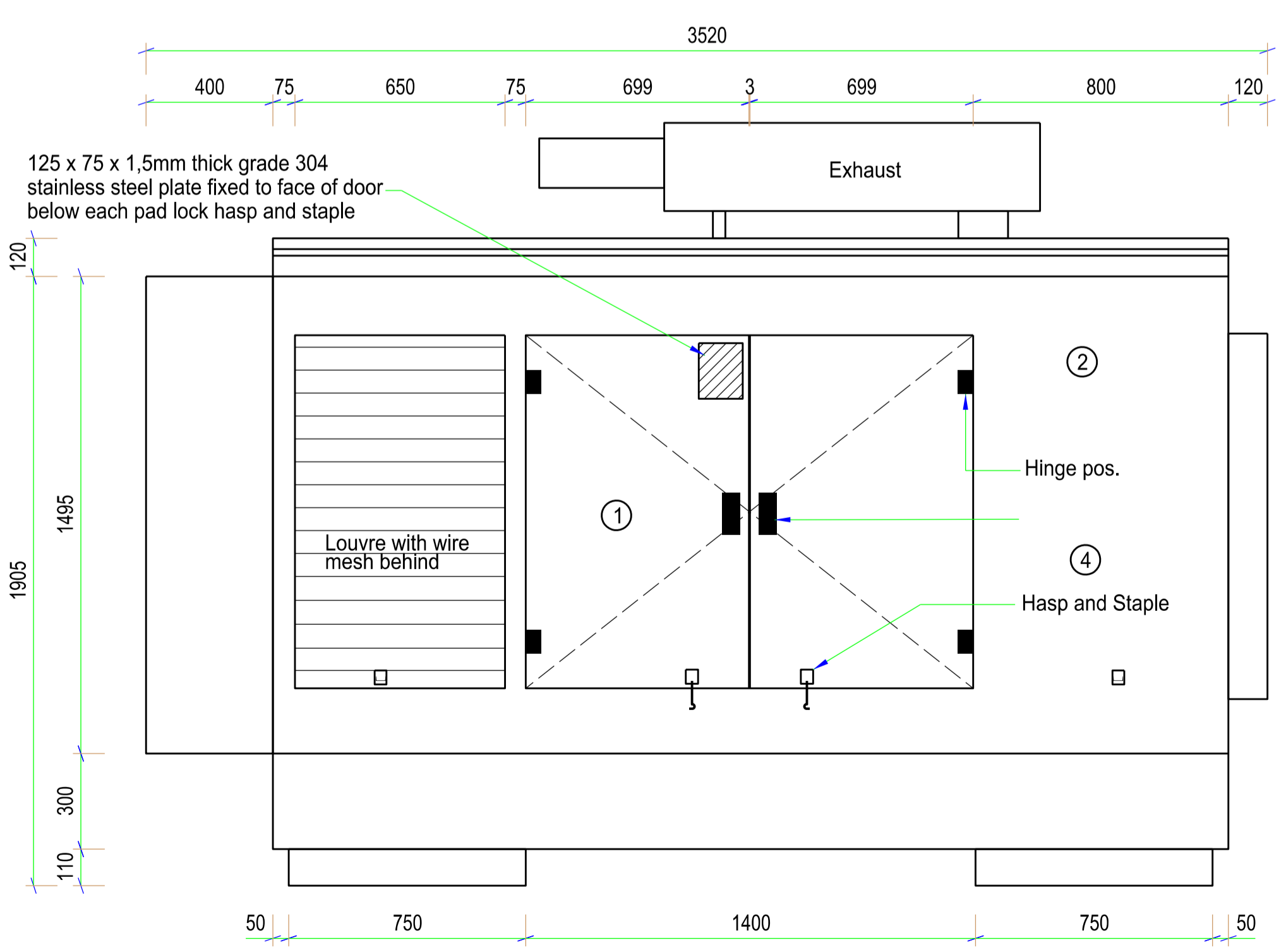


BACK ELEVATION

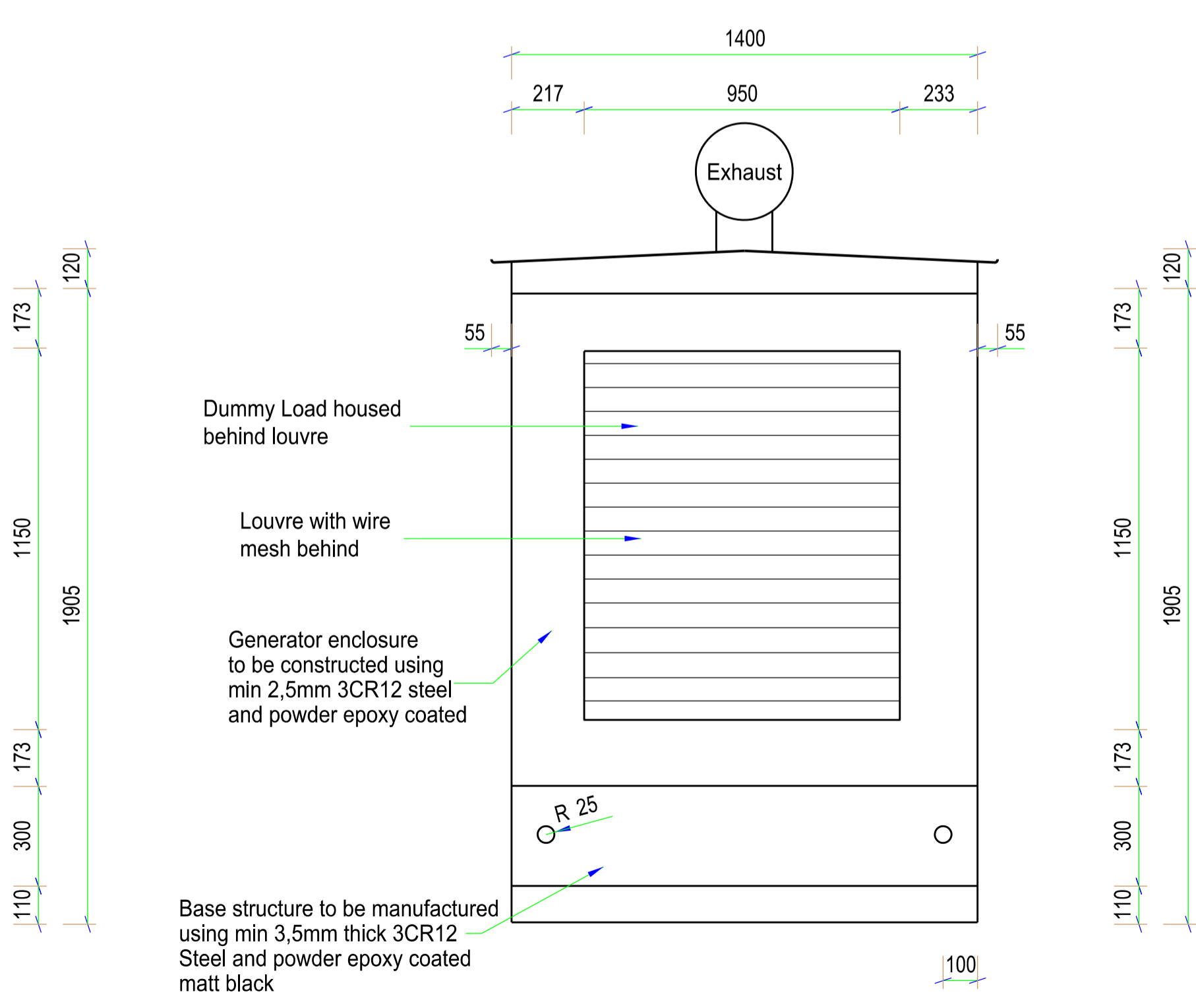
OVERHANG
Detail A



RIGHT ELEVATION



FRONT ELEVATION



LEFT ELEVATION

NOTES:

REVISIONS

No	Date	Description	By
A	26/09/2019	ISSUED FOR APPROVAL	W.C.

Client
public works & infrastructure
 Department: Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA
 Director-General: Advocate Sam Vukela

Project
**CULLINAN MAGISTRATE COURT
 INSTALLATION OF STANDBY
 GENERATOR**
 DEPARTMENT OF JUSTICE AND
 CONSTITUTIONAL DEVELOPMENT

Drawing Title
**40kVA DIESEL GENERATOR
 CANOPY LAYOUT DRAWING**

Scale: 1:15 A1

CONSULTING ENGINEERS (PTY) LTD
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Designed by: W.C.	Drawn by: W.C.
Checked by: V.S	Approved by: V.S
Project Manager: Tshepisio Nthlovu	
Client approval:	

Drawing No. EE10613/06	Revision A
Client Project No.	



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:

1. 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;
3. Demonstrate the ability to distinguish between how HIV/AIDS is transmitted and misconceptions around transmittance of HIV/AIDS.

4.2.3.3 UNIT 3: HIV/AIDS preventative measures

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;
2. 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:

1. 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;
3. 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;
3. 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 Liaising 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.

SCHEDULE A

HIV/AIDS PROGRAMME: SITE CHECKLIST

When did construction commence: _____

Name of Departmental Project Manager: _____

Please refer to HIV/AIDS Programme activities during the reporting period

<i>Tick the block if Contractor satisfactorily complied with specifications</i>																												
DATE	PI				PI				PI				PI				PI				PI							
	D	D	M	M	D	D	M	M	D	D	M	M	D	D	M	M	D	D	M	M	D	D	M	M	D	D	M	M
Programme implemented within 14 days of site handover																												
Awareness champion on site																												
HIV/AIDS awareness service provider report																												
Male condom dispenser																												
Sufficient male condoms available																												
Male condom dispenser in a highly trafficked area																												
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																												
Posters 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																												

<i>Please indicate the applicable number for the reporting period</i>							
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 workshops according to approved workshop plan							
Booklets distributed							
Male condoms distributed							
Female condoms distributed							

Representative/Agent

Date

Contractor

Date

Date of progress inspection: (ccyy/mm/dd)

Reporting period: (ccyy/mm/dd) _____ to (ccyy/mm/dd) _____

Deviations from HIV/AIDS awareness programme plan:

Corrective actions:

Representative/Agent

Departmental Project Manager

Date

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:

Service Provider

Date

Date

HIV/AIDS AWARENESS PROGRAMME : WORKSHOP CONTENT ADDRESSED

<i>Fill in the applicable information with regard to each workshop conducted</i>																				
DATE	W/S				W/S				W/S				W/S							
	D	D	M	M	D	D	M	M	D	D	M	M	D	D	M	M	D	D	M	M
Content of workshop: (Mark the content included)																				
SLO1																				
SLO2																				
SLO3																				
SLO4																				
SLO5																				
SLO6																				
SLO7																				
HIV/AIDS in construction video																				
Indicate the duration of the workshop in hours																				
Total number of Workers																				
Indicate workshop venue																				

HIV/AIDS AWARENESS PROGRAMME: ATTENDANCE REGISTER

Fill in your name and indicate attendance by ticking the appropriate date

DATE		W/S				W/S				W/S				W/S				W/S				W/S							
		D	D	M	M	D	D	M	M	D	D	M	M	D	D	M	M	D	D	M	M	D	D	M	M	D	D	M	M
No	NAMES																												

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: _____

GENERAL

Briefly describe programme activities and satisfaction with outcome: _____

Additional comments, suggestions or needs with regard to the HIV/AIDS awareness programmes on site:

Please indicate if your company has a formal HIV/AIDS policy focussing on HIV/AIDS awareness raising and care and support of HIV/AIDS Workers:

Yes	No	Currently developing one
-----	----	--------------------------

Please indicate if, to your knowledge, you have lost any workers during the duration of the project to HIV/AIDS related sicknesses. One or more of the following might indicate an HIV/AIDS related death:

Excessive weight loss
Reactive TB
Hair loss
Severe tiredness

Coughing or chest pain
Pain when swallowing
Persistent fever
Diarrhoea

Vomiting
Meningitis
Memory loss
Pneumonia

Number of HIV/AIDS-related deaths: _____

Contractor

Date

Departmental Project Manager

Date



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

**DEPARTMENT OF JUSTICE AND CONSTITUTIONAL
DEVELOPMENT: INSTALLATION OF STANDBY
GENERATOR CULLINAN MAGISTRATE OFFICE**

**DEPARTMENT OF PUBLIC WORKS AND
INFRASTRUCTURE**

DEPARTMENT OF PUBLIC WORKS

Health and Safety Specification in terms of the requirements of Construction Regulations 2014 for DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT: INSTALLATION OF STANDBY GENERATOR CULLINAN MAGISTRATE OFFICE

Scope of Work

This document describes the requirements of compliance to which the PRINCIPAL CONTRACTOR / CONTRACTOR is to adhere in relation to the scope of work(s). This document defines the requirement that is to be implemented by the PRINCIPAL CONTRACTOR / CONTRACTOR for the management of Health and Safety on the Department of Public Works and Infrastructure's project.

The aim of this document is to present the safety aspects that need to be controlled and managed on this project.

DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT:
INSTALLATION OF STANDBY GENERATOR CULLINAN MAGISTRATE OFFICE

The scope of work for this project includes various trades in various sections of the buildings as indicated below:

INSTALLATION OF STANDBY GENERATOR

- Earthing of generator
- Trunking and cabling
- Terminating and Switching (Low tension)
- DB, Switchgears and PVC Sleeves installation
- Trenching and concrete breaking
- Installation, commissioning and testing of the generator
- Maintenance

1 Reference Documents

- Occupational Health and Safety Act, (Act No. 85 of 1993)
- Compensation for Occupational Injury and Diseases Act.
- Construction Regulations 2014.
- Tshwane Emergency Services By-Laws

2 Definitions

The following definitions will apply to the Safety Management Plan, acronyms given hereunder shall apply:

"Construction work" means any work in connection with—

- a) The construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure; or
- b) The construction, erection, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system; or the moving of earth, clearing of land, the making of excavation, piling, or any similar civil engineering structure or type of work;

Hazard Identification and Risk Assessment and Risk Control (HIRA)

Means a documented plan, which identifies hazards, assesses the risks and detailing the control measures and safe working procedures, which are to be used to mitigate and control the occurrence of hazards and risks during construction or operation phases.

Site

Means the area in the possession of the PRINCIPAL CONTRACTOR / CONTRACTOR for the construction of the works. Where there is no demarcated boundary it will include all adjacent areas, which are reasonably required for the activities for the PRINCIPAL CONTRACTOR / CONTRACTOR, and approved for such use by the Engineer and/or Dept. Public Works.

No one must be have access to site before reporting to site office and proper induction be conducted

The Act

Means, unless the context indicates otherwise, the Occupational Health and Safety Act, 1993 (ACT NO. 85 of 1993) and Regulations promulgated there under. (OHSA)

Hazard

Means a source of or exposure to danger (source which may cause injury or damage to persons, or property)

Risk

Means the probability or likelihood that a hazard can result in injury or damage.

PRINCIPAL CONTRACTOR / CONTRACTOR's Responsible Person(s)

Means any person appointed in writing by the PRINCIPAL CONTRACTOR / CONTRACTOR to supervise construction or building work. The appointment shall

be as required by the OHSA which shall stipulate health and safety responsibilities, area of responsibility and the proposed duration of the project.

Hazardous Chemical Substance (HCS)

Means any toxic, harmful, corrosive, and irritant or asphyxiate substance, or a mixture or substances for which an occupational exposure limit is prescribed, or an occupational exposure limit is not prescribed, but which creates a hazard to health.

Construction Plant

Encompasses all types of plant including but not limiting to cranes, piling frames, boring machines, excavators, dewatering equipment and road vehicles with or without lifting equipment.

CONTRACTOR

Includes “subcontractor(s)”.

Health and Safety Plan (HSP)

The content of this document which will be made available on site for inspection by an inspector, Technical Officer, Agent, subcontractor, employee, registered employee organisation, health and safety representative, or member of the health and safety committee including the appointed Health and Safety agent .

Health and Safety File

Describes the file holding all records on health and safety for the project, which shall be available at all, times for evaluation, and copy of which will be forwarded to the DEPT OF PUBLIC WORKS upon completion of the project.

3. Responsibilities

3.1 Notification of Intention to Commence Construction Work

A contractor who intends to carry out any construction work other than work contemplated in regulation 3(1), must at least 7 days before that work is to be carried out notify the provincial director in writing in a form similar to Annexure 2 if the intended construction work will—

- a) Include excavation work;
- b) Include working at a height where there is risk of falling;
- c) Include the demolition of a structure; or

d) Include the use of explosives to perform construction work.

A contractor who intends to carry out construction work that involves construction of a single storey dwelling for a client who is going to reside in such dwelling upon completion, must at least 7 days before that work

A copy of the notification letter to the Provincial Director must be forwarded to the DEPT. PUBLIC WORKS for the recordkeeping.

3.2 Assignment of PRINCIPAL CONTRACTOR / CONTRACTOR's Responsible Persons to Supervise Health and Safety on Site

The PRINCIPAL CONTRACTOR / CONTRACTOR shall appoint in writing a Contracts Manager and a Construction Work Supervisor as a minimum prior to commencing work on site and copies of all the appointment letters of the responsible persons shall be forwarded to the DEPT. PUBLIC WORKS AND INFRASTRUCTURE prior commencement of work on site.

3.3 Safety Officer Appointment

The appointment of a full-time safety officer is compulsory to provide the name and CV of your appointed Safety Officer to DEPT. PUBLIC WORKS AND INFRASTRUCTURE and his or her SACPCMP professional registration prior work commencing on site. The Safety Officer shall responsible for management of occupational health and safety duties as required by construction regulation 7, which include ensuring that periodic site audits are conducted and all employees on construction site are medical fit to perform their duties the results of which shall be forwarded to DEPT. PUBLIC WORKS or his appointed representative.

3.4 Risk Assessment Competent Person

The PRINCIPAL CONTRACTOR / CONTRACTOR shall appoint a competent person in writing at commencement of the project to control the risk assessment process on site which include identification, analysis, evaluation, documentation mitigation and review

3.5 Competency for PRINCIPAL CONTRACTOR / CONTRACTOR's Responsible Persons

The PRINCIPAL CONTRACTOR / CONTRACTOR shall ensure that all management personnel (responsible for health and safety) are competent and prove of competence is attached in safety file and also be forwarded to DEPT Of PUBLIC WORKS OHS Compliance.

3.6 Health and Safety Plan (Incorporating Security Risk & Control Measures in line with SAPS Requirements)

The PRINCIPAL CONTRACTOR / CONTRACTOR shall provide to DEPT OF PUBLIC WORKS, with a Health and Safety Plan in accordance with this Specification. The Health and Safety Plan shall be submitted for approval to DEPT. PUBLIC WORKS before work commences on site.

DOJCD requirements shall also be adhered to ensure that site access certificates are issued as required by their Risk Department and documented in the documents. DOA Risk and Compliance department will be the interface between the contractor and Public Works especially with regard to Internal Security Measures and Controls.

3.7 Health and Safety Representatives

The PRINCIPAL CONTRACTOR / CONTRACTOR shall ensure at least one (1) Health and Safety Representative be nominated, elected and trained to carry out his / her functions in his / her area of responsibility. This shall also be required in areas where less than fifty (50) employees are engaged in activity.

The PRINCIPAL CONTRACTOR / CONTRACTOR shall ensure employees elected shall be designated in writing for a specific area and period of time.

The designated persons shall be required to conduct monthly inspections within their area of responsibility, the records must be kept for DEPT. PUBLIC WORKS auditing purposes and that deviations recorded are reported to the responsible supervisor within the designated person's area so that appropriate action can be taken.

The designated person/s shall be permitted to participate in the Joint Health and Safety Committee Meetings.

4. Objectives and targets

The PRINCIPAL CONTRACTOR / CONTRACTOR shall include in the Health and Safety Plan the PRINCIPAL CONTRACTOR / CONTRACTORS objectives and targets for the project.

➤ Planning and Procedures

The PRINCIPAL CONTRACTOR / CONTRACTOR shall define in the Health and Safety Plan, the method of planning to be used on the project and the procedures to be adhered to.

5. Implementation of the Occupational Health and Safety Specification

The PRINCIPAL CONTRACTOR / CONTRACTOR shall ensure that this Health and Safety Specification is implemented by making a safety plan in line with all works on this project and these Health and Safety Plan must be submitted to DEPT. PUBLIC WORKS for approval prior work commencing on site.

6. Application of the Health and Safety Specification

6.1 Compensation of Occupational Injuries and Diseases Act, Act No. 130 of 1993 (COIDA)

The PRINCIPAL CONTRACTOR / CONTRACTOR shall ensure a letter of good standing is provided to DEPT. PUBLIC WORKS prior to work commencing on site for reference purposes as proof of good standing.

The PRINCIPAL CONTRACTOR / CONTRACTOR shall ensure all other PRINCIPAL CONTRACTOR / CONTRACTORS appointed also comply with the above requirements defined in the COIDA.

6.2 Occupational Health and Safety Policy

The PRINCIPAL CONTRACTOR / CONTRACTOR'S Health and Safety Policy is to be attached to the Health and Safety Plan for review by DEPT. Public Works.

6.3 Hazard Identification Risk Assessment (HIRA)

The PRINCIPAL CONTRACTOR / CONTRACTOR shall ensure that Hazard Identification Risk Assessment forms the basis of all work to be conducted on site, and a preliminary Task Risk Assessment be submitted for approval to DEPT. PUBLIC WORKS prior to work commencing on site.

All Risk Assessments conducted on site must be forwarded to the DEPT. PUBLIC WORKS for approval.

The PRINCIPAL CONTRACTOR / CONTRACTOR must ensure that training forms part of the HIRA process and proof of training attendance is made available to DEPT. PUBLIC WORKS upon request.

The PRINCIPAL CONTRACTOR / CONTRACTOR shall ensure a HIRA team be established comprising members as follows, but not limited to:

- Health and Safety Representative(s).
- Health and Safety Committee Member(s).
- Management Representative / PRINCIPAL CONTRACTOR / CONTRACTOR.
- Appointed Safety Officer and First Aiders.

Method Statements and Safe Work Procedures must form part of the HIRA Process and must be conducted in conjunction with the HIRA Process described above.

6.4 Health and Safety Committee

The PRINCIPAL CONTRACTOR / CONTRACTOR shall convene a health and safety committee meeting monthly. All members required to be in attendance shall be notified of such meeting by means of a formal agenda which must be made available to DEPT. PUBLIC WORKS upon request.

The PRINCIPAL CONTRACTOR / CONTRACTOR shall ensure an attendance register and minutes are kept for auditing purposes by DEPT. PUBLIC WORKS. A copy of all minutes must be forwarded to the DEPT. PUBLIC WORKS monthly.

6.5 Health and Safety Training

Training of personnel is a legal requirement and a necessity and is required of the PRINCIPAL CONTRACTOR / CONTRACTOR to provide to DEPT. PUBLIC WORKS a training Matrix which must be included in the Health and Safety Plan to be submitted prior work commencing on site.

Training should include the following but is not limited to:

6.5.1 Induction Training

Induction training must be attended by all PRINCIPAL CONTRACTOR / CONTRACTORS with the DEPT. PUBLIC WORKS which shall be separate to the PRINCIPAL CONTRACTOR / CONTRACTORS own induction training requirement. The PRINCIPAL CONTRACTOR / CONTRACTOR must keep records of all attendees to the induction and provide records of the same during the DEPT. PUBLIC WORKS site audits.

6.5.2 Awareness Training

(Toolbox Talks) Weekly awareness training must be conducted and records of these must be made available to the DEPT. PUBLIC WORKS upon request.

6.5.3 Competency Training identified through the HIRA Process and conducted through this process shall be kept on file as proof of competency and training and must be made available to the DEPT. PUBLIC WORKS upon request. (This shall include operator competency training and assessments)

6.5.4 First Aid and Health & Safety

Representative Training PRINCIPAL CONTRACTOR / CONTRACTORS shall provide proof of competency of all Health and Safety Representatives elected and designated, including first aiders who must be available on site for auditing purposes.

6.6 Record Keeping

The PRINCIPAL CONTRACTOR / CONTRACTOR must ensure that all the Health and Safety records, required by both the Occupational Health and Safety Act, 85 of 1993 and Regulations are kept for reference purposes and auditing by the DEPT. PUBLIC WORKS.

Further to the requirements set out above, the PRINCIPAL CONTRACTOR / CONTRACTOR must also maintain records that may be defined through the risk assessment process, for auditing purposes.

In accordance with the requirements set out in the Construction Regulations 2014 and the requirement set out in the DEPT. PUBLIC WORKS Specification the PRINCIPAL CONTRACTOR / CONTRACTOR must ensure a copy of all Health and Safety records generated during the course of construction, are handed over to the DEPT. PUBLIC WORKS upon completion of construction.

6.6.1 Statistics

The PRINCIPAL CONTRACTOR / CONTRACTOR must ensure injury and incident records (Near Hits, First Aid, Medical cases, Disabling Lost Time Incidents), training etc. referred to above are kept on site and submitted monthly to DEPT. PUBLIC WORKS. All documents shall be made available to DEPT. PUBLIC WORKS for inspection including the Department of Labour's Inspectors as required by the Occupational Health and Safety Act, 85 of 1993.

6.6.2 General Inspection, Monitoring and Reporting

The PRINCIPAL CONTRACTOR / CONTRACTOR shall comply with the requirements set out by the DEPT. PUBLIC WORKS. The PRINCIPAL CONTRACTOR / CONTRACTOR must provide DEPT. PUBLIC WORKS with a safety management action plan upon which the dates of inspections and training and awareness will be entered, conducted and monitored.

The PRINCIPAL CONTRACTOR / CONTRACTOR shall keep all records of inspections and investigations undertaken during the contract for the specified legal period as defined in the OHS Act and Regulations.

6.6.3 Internal Audits

Internal audits shall be conducted a minimum once per month by DEPT. PUBLIC WORKS or DEPT. PUBLIC WORKS appointed Safety Manager / Officer. The Results shall be tabled and discussed at the Joint Health and Safety Committee meetings. The PRINCIPAL CONTRACTOR / CONTRACTOR must also conduct its own internal audits, the results of which must be submitted to the DEPT. PUBLIC WORKS monthly.

6.7 Penalties

Non-compliance with the DEPT. PUBLIC WORKS safety specifications will result in work stoppages and possible expulsion from site until the problem has been remedied. Costs will be borne by the PRINCIPAL CONTRACTOR / CONTRACTOR.

6.8 Emergency Procedures

The PRINCIPAL CONTRACTOR / CONTRACTOR must make available to the DEPT. PUBLIC WORKS a detailed Emergency Plan to tie into the evacuation plan already in place on the DEPT. PUBLIC WORKS premises.

6.9.1 First Aid Box and Contents

The PRINCIPAL CONTRACTOR / CONTRACTOR must ensure that all working areas area adequately provided with first aid attendants whether there are fifty (50) employees or less engaged on the contract. The First Aid attendant must be trained in accordance with the requirements set out in the OHSA with a recognised and accredited service provider as defined above. The PRINCIPAL CONTRACTOR / CONTRACTOR must ensure that the first aid box is adequately at all times and is accessible to all.

DEPT. PUBLIC WORKS shall inspect the contents of the first aid box and dressing record from time to time.

6.9.2 Accident and Incident Reporting and Investigation

Should an accident or incident occur, the PRINCIPAL CONTRACTOR / CONTRACTOR shall conduct an investigation into the incident. The PRINCIPAL CONTRACTOR / CONTRACTOR must ensure that a competent person be appointed in writing to conduct the said investigation. The procedure to be followed must be in accordance with the OHSA requirement on the Annexure 1 – Recording and Investigation of Incident form.

The PRINCIPAL CONTRACTOR / CONTRACTOR shall ensure that the results of all investigations are communicated to the employees engaged through incident

recall and prescribed meetings. The PRINCIPAL CONTRACTOR / CONTRACTOR must ensure that the investigations are kept for record purposes in accordance with the prescribed requirements set out in the OHSA.

Should there be an incident, DEPT. PUBLIC WORKS must be notified within 24-hours, of the occurrence. DEPT. PUBLIC WORKS reserves the right to participate in all investigations into accidents or incidents.

6.10 Hazards and Potentially Hazardous Situations

The PRINCIPAL CONTRACTOR / CONTRACTOR shall ensure that all other PRINCIPAL CONTRACTOR / CONTRACTORS are warned of hazardous or potentially hazardous situations, which may prevent them from effectively performing their duties, which includes the placement of adequate warning signs.

6.11 Personal Protective Equipment and Clothing

The PRINCIPAL CONTRACTOR / CONTRACTOR shall comply with OHSA requirements to provide PPE. The PRINCIPAL CONTRACTOR / CONTRACTOR shall through the HIRA process identify the specific PPE needs per activity and then issue the PPE accordingly. (Reference to the OHSA General Safety Regulation 2 – Employer to provide Personal Protective Equipment) Should PPE be lost or stolen, then the employee will be issued with a new set of PPE by the PRINCIPAL CONTRACTOR / CONTRACTOR.

The PRINCIPAL CONTRACTOR / CONTRACTOR must ensure adequate training in the use of PPE is provided to all employees, and proof of training shall be kept at the office for auditing purposes.

Overalls and hardhats shall be identifiable. (PRINCIPAL CONTRACTOR / CONTRACTOR different from the PRINCIPAL CONTRACTOR / CONTRACTORS)

PPE must be provided to visitors as well.

6.12 Safety Signage

The PRINCIPAL CONTRACTOR / CONTRACTOR must assess the Health and Safety Signage requirements in conjunction with the HIRA's conducted and place the signage at strategic positions on the site works accordingly. The PRINCIPAL CONTRACTOR / CONTRACTOR shall also maintain the signage to ensure its effectiveness at all times and under all conditions. Signage, which cannot be repaired, must be replaced.

6.13 Permits

No person may do electrical installation work as an electrical contractor unless that person has been registered as an electrical contractor in terms of these Electrical Installation Regulations. No person shall connect or permit the connection of any completed or partially completed electrical installation to the electricity supply unless it has been inspected and tested by a registered person and the certificate of compliance for that electrical installation has been issued: Provided that the supplier may on request connect the supply to electrical installation for the purpose of testing and the completion of electrical certificate of compliance. No person may use components within electrical installation unless they comply with SABS standards. For all additional works or alteration on the electrical installation a new certificate of compliance should be obtained for such work

- The PRINCIPAL CONTRACTOR / CONTRACTOR shall ensure that access to site works is restricted to construction personnel.
- All attempts must be made to restrict spectator access.
- Access to the site shall be by the DOJCD authorisation on the prescribed form. (Permits and ID cards shall be issued by DOJCD)

Special permits for hot work and isolation permits shall be applied for to the DOJCD representative prior to commencing with the activity.

6.14 Contractors and Suppliers

The PRINCIPAL CONTRACTOR shall enter into an Agreement with Mandatary in terms of Section 37(2) of the Occupational Health and Safety Act, 85 of 1993, with the DEPT. PUBLIC WORKS and all other CONTRACTOR's appointed by the PRINCIPAL CONTRACTOR.

The PRINCIPAL CONTRACTOR / CONTRACTOR shall also be required to appoint its CONTRACTOR's in accordance with Construction Regulation 5(3)(b).

The PRINCIPAL CONTRACTOR must ensure all other CONTRACTORS are issued with the DEPT. PUBLIC WORKS Safety Specification where reasonably practicable. The PRINCIPAL CONTRACTOR shall assist and ensure CONTRACTORS engaged comply with all of these requirements and adhere to the requirements set out in the OHSa.

PRINCIPAL CONTRACTOR / CONTRACTORS will be stopped from working in the event of unsafe conditions and activities being observed.

7. Occupational Health and Safety Practice and considerations on the following sections respectively:

7.1 DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT: INSTALLATION OF STANDBY GENERATOR CULLINAN MAGISTRATE OFFICE

7.1.1 Alterations, concrete slab, termination and switching OFF

Works on this include construction of approximately 5m X 5m concrete slab switching off main supply main switch, supply cable termination installation of additional distribution boards and sub-dbs with circuit breakers, surge arrestors, earth leakages and conductors

Health and safety Considerations: *SANS statutory requirements (SANS 10142), Risk assessments, safe working procedures and method statement, Hand tools safety, PPE and ladders. (Method statement be provided)*

7.1.2 Installation of standby generator

Works on this include preparation of generator room, sound and vibration control, use of cranes cabling, DB, Switchgears and PVC Sleeves installation, Trenching and concrete breaking, Installation, commissioning and testing of the generator

Health and safety considerations: *Risk assessments, safe working procedures and method statement, Formwork designs, Competent supervision of electrical work, crane safety requirements and environmental impact*

7.2 Stacking of Materials and Housekeeping

The PRINCIPAL CONTRACTOR / CONTRACTOR must ensure that all stacking will be supervised by a person competent and appointed in writing to supervise over the activities, and that clearly defined and allocated storage areas are provided for and identified, and that materials being stored within this area are stacked in accordance with sound stacking principles of sort-by-sort, access to be maintained, level surface, and the height will not exceed three times the base width. Housekeeping must also be maintained at all times as this will be inspected and evaluated by the Department of Public Works during monthly audits.

7.3 Scaffolding / Working at heights / Formwork for Structures Fall Protection

Work involving scaffolding and work at heights shall comply with the requirements set out in the OHAS Act 85 of 1993 and Construction Regulations 2014 pertaining to these activities with reference to the SANS 10085:1 2004 code of practice. Fall protection planning shall be done in conjunction with the risk assessment process and a **Fall Protection Plan** shall be provided to the DEPT. PUBLIC WORKS for approval prior any work involving work at heights is conducted.

All scaffold shall be erected under the control of a person trained and appointed to conduct such scaffold erection. Deviations found on any scaffolding, will result in the activity being stopped by the DEPT. PUBLIC WORKS until such time as compliance can be achieved.

7.4 Ladders and Ladder Work

The following requirements shall be complied with regarding Ladders and Ladder work:

- Ladders shall be clearly numbered, and inspected on the register provided.
- A competent person shall be identified and appointed as the ladder inspector.
- Where aluminium ladders cannot be used, then wooden ladders shall be straight grained, unpainted to allow for proper inspection of the grain for cracking.
- Ladders shall be secured at the top and chocked at the base to prevent slipping.
- Where chocking of the base is not possible, then the user shall ensure that the ladder is held in position by another employee when ascending the ladder.
- Ladders shall be inspected a minimum once per month by the person appointed as the ladder inspector.
- Proper storage shall be provided for all ladders when not in use.

7.5 Portable Electrical Tools / Explosive Power Tools

The PRINCIPAL CONTRACTOR / CONTRACTOR shall ensure the following procedure is adhered to regarding Portable Electrical Tools and Explosive Powered tools:

- Minimum compliance with legislation.

- Only competent persons shall be permitted to conduct routine and monthly inspections on the equipment.
- Persons must be trained to operate such equipment and must be appointed and shall be the only authorised person to operate the equipment.
- The PRINCIPAL CONTRACTOR / CONTRACTOR shall ensure operation of the equipment is in accordance with an approved Risk Assessment and Safe Working Procedure.
- All users shall undergo regular awareness training to ensure compliance.
- The PRINCIPAL CONTRACTOR / CONTRACTOR shall ensure the required PPE and clothing is provided and maintained.

7.6 Public Health and Safety

In the interests of public safety, The PRINCIPAL CONTRACTOR / CONTRACTOR shall ensure that all persons who may be affected by the work being conducted on site are informed and kept aware of the dangers, which may arise from the work being conducted on site. This awareness shall be in the form of posters and inductions for visitors to site and warning signs.

7.7 Night Work

Night work shall only be conducted upon approval of the DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE and DEPARTMENT OF AGRICULTURE, with the same safety standard being applied for these activities as with day work activities and additional lighting.

7.8 Facilities for Safe Keeping / eating areas

The PRINCIPAL CONTRACTOR / CONTRACTOR shall ensure that adequate facility is provided for the personnel on site. The area shall be providing the following:

- Sufficient seating;
- Seating under cover;
- Protected change room;
- Toilets.
- Hand wash facility.
- Potable water.

No food preparation shall be permitted on site and designated eating areas will be made to allow adequate seating.

Waste bins must be provided with plastic liners and must be strategically placed and cleared regularly.

1.1.1 SHER File – Content Checklist

Index No Description Remarks

1 Company Profile

2 Project Organogram

3 SHEQ Policy

4 Contact List

5 Project Scope of Work

6 SHER Specification & Baseline Risk Assessment

7 SHE Plan Approval Memorandum

8 Workman Compensation COID: Letter of Good Standing

9 Notification to Department of Labour/ or Construction Work Permit

10 37.2: Contractors Written Agreement

11 Site Entry/ Access Certificate

12 List of Sub-Contractors

13 Section 37(1)(v): Agreements between Principal Contractor and Subcontractors

14 Environmental Authorizations where applicable

15 Environment Management Plan

17 Certificates of Competencies

18 Pre and Exit Certificates of Medical Fitness (Annexure 3)

19 Annual Medical Records

23 SHE Plans: Description of Item Required, Fall Protection, Structures Temporary Works, Excavation Work, Demolition Work, Scaffolding, Suspended Platforms, Rope Access, Hoisted Materials, Bulk mixing Plants Cranes, Construction Vehicles and Mobile Plant, Electrical Installations Flammable Liquids, Water Environments, Housekeeping, Stacking and Storage, Fire Precautions and Construction Welfare Facilities

25 Risk Assessments – Baseline and activity based HIRA

- 26 Safe Work Procedures and Method Statements
- 28 Calibration Certificates
- 29 Mandatory Registers Required for All Contracts:
- 30 Description of Item Incident recording Register Principal Contractor SHE Induction Register, First Aid Box Inspection Register, PPE Register, Risk Assessment Communications Register
- 31 Contract Specific Registers/Checklists
- 32 Incident Management
- 33 Emergency Response and evacuation Procedures
- 34 Minutes of SHEQ meeting
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- 36 Job Observations
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- 39 SHE Rep Monthly Inspection Reports
- 40 Monthly Inspection /Audit Reports
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- 42 Client SHERQ/ EMS Audit and Inspection Reports
- 43 Contractor SHERQ Reports i.e. Contractor weekly report, Monthly Statistics
- 44 Site Clearance Certificate
- 45 Temporary Site Closure Checklist
- 46 Copy of the OSHACT

PG-03.1 (EC) SITE INFORMATION – GCC 3rd Edition (2015)

Project title:	<i>CULLINAN MAGISTRATE COURT: INSTALLATION OF STANDBY GENERATOR: DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT</i>			
Tender no:	<i>PTQ 23/266</i>	WCS no:	<i>054454</i>	Reference no:

C4 Site Information

1. SITE CONDITIONS

Temperature	:	25deg.C Max	- 5deg.C Min
Humidity	:	60%	
Altitude	:	1200m a.m.s.l.	
Lightning	:	Severe	

The ground conditions for excavations are quite suitable for hand excavations. The ground is fairly soft for cable trenching.

2. SITE ESTABLISHMENT

Tenderers must take note of the location of this site for security reasons. No material on site will be certified for payment unless this material has been suitably installed.

2.1 ROAD CROSSINGS

Where cables cross roads they shall be installed in 110mm dia PVC pipes. All crossings for roads that are being constructed at present shall be done by the Contractor. Where cables cross concrete slabs, the contractor to cut the concrete slab and refix to original state.

Compaction shall be done over the complete length of the cable duct.

On the road surface the backfilling shall be done to a height of 80mm higher than the adjoining ground surface to allow for subsidence of the backfilling. During the contract period and retention period the Contractor shall be responsible for the repair of any subsidence exceeding the allowed 80mm.

Compaction shall be done with hand tools and vibrating rollers suitable to obtain the specified degree of compaction. During compaction the shape of the layers shall be kept constant and all holes and tracks in the layers shall be filled in.

Where specified that any material has to be compacted to a certain percentage AASHTO it shall mean that the density of the material after compaction shall not be less than the percentage of the maximum density at optimum moisture content as detailed in method 6 of publication "Standard Method of Testing Materials 1948" (amended 1958) of the Engineer of Transport.

The Contractor shall obtain the services of an approved testing firm to test the compaction of all road crossings and foundations if required by the Engineer.

The testing firm shall supply a certificate to state that compaction has been done to the standard specified.