

### public works & infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTHAFRICA

### QUOTATION DOCUMENT

PROJECT DESCRIPTION: DEPARTMENT OF EMPLOYMENT AND LABOUR: HEAD OFFICE: SUPPLY AND INSTALLATION OF THE EMERGENCY GENERATOR AT THE ATTERIDGEVILLE LABOUR CENTRE

BID NO:	PTQ24/001
Closing Date: Closing Time:	10 May 2024 11H00
Bid Briefing Meeting Date:	NONE
Bid Briefing Meeting time:	NONE
Tenderers CSD No:	
Name of the Tenderer:	
Bid Box Address Department of Public Works & Infrastruct AVN Building	cture

Gqeberha 6001

Corner Nana Sita & Thabo Sehume Street

Enquires: Letlhogonolo Mokono
Tel No: 012 310 5209 during office hours

Cell No: cell number

**SCM SPECIFIC ENQUIRIES:** 

Email Address:

Letlhogonolo.mokono@dpw.gov.za

TECHNICAL / PROJECT SPECIFIC ENQUIRIES

Enquires: Project leader

Tel No: 012 3105163 during office hours

Cell No: cell number

Email Address: <u>Jackson Motjelele</u>



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### **SUMMARY OF QUOTATION INFORMATION**

Bid Number	PTQ24/001				
Bid/ Project Description	DEPARTMENT OF EMPLOYMENT AND LABOUR: HEAD OFFICE: SUPPLY AND INSTALLATION OF THE EMERGENCY GENERATOR AT THE ATTERIDGEVILLE LABOUR CENTRE				
Bid Closing date & Time	Friday, 10 May 2024	Closing Time: 11H00			
Bid Briefing Date & Time (If applicable)	Date of Bid Briefing (if any) NONE	Time of Bid Briefing (if any) NONE			
Venue					
SCM SPECIFIC	Letihogonolo Mokono	Letihogonolo.mokono@dpw.gov.za			
ENQUIRIES:	Landline num\er	012 310 5209			
TECHNICAL / PROJECT	Project leader	Jackson Motjelele			
SPECIFIC ENQUIRIES	Landline number	012 310 5163			
Quotation Validity Perio	84 calendar days				
Bid Document Price	Free of Charge				
Procurement Plan Reference Number	N/A				



### PA 32: INVITATION TO BID

### **PART A**

YOU ARE HEREBY INVITED TO BID FO	R REQUIREMENTS	OF THE (/	VAME O	F DEPA	RTMENT/PUE	BLIC EN	TITY)
BID NUMBER: PTQ24/001	CLOSING DAT	E: <b>F</b>	riday, 1	0 May 2	024 CLOS	ING TIN	ME: 11H00
DESCRIPTION   GENERATOR AT THE	ATTERIDGEVILLE I	ABOUR C	ENTRE				TION OF THE EMERGENCY
THE SUCCESSEUL BIDDER WILL BE R	REQUIRED TO FILL	IN AND S	IGN A V	VRITTE	N CONTRACT	FORM	(DPW04.1 GS or DPW04.2
GS). BID RESPONSE DOCUMENTS MAY BE D	DEDOCITED IN THE	DID BOY		4			
SITUATED AT (STREET ADDRESS)	DEPOSITED IN THE	BID BOX					
OR POSTED TO:							
Mary and the second							
X. M							
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS		<u> </u>			1		
TELEPHONE NUMBER	CODE				NUMBER		
CELLPHONE NUMBER		r					
FACSIMILE NUMBER	CODE				NUMBER		
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER					1		
	TCS PIN:			OR	CSD No:		
Signature of Bidder				Date			
CAPACITY UNDER WHICH THE BID IS SIGNED (Attached proof of authority to sign							
this bid (e.g. resolution of Directors, etc.)		_					
					BID PRICE (ALL	R	
TOTAL NUMBER OF ITEMS OFFERED				INCLUS	SIVE TAXES)	IX.	
BIDDING PROCEDURE ENQUIRIES MAY	Y BE DIRECTED TO	):	TECH	NICAL I	NFORMATION	MAY B	E DIRECTED TO:
DEPARTMENT/ PUBLIC ENTITY	PUBLIC WORK INFRASTRUCTURE		CONT	ACT PE	RSON	Pr	oject leader
CONTACT PERSON Letthogonolo Mokono TELEPHONE NU		NUMBER	La	ndline number			
TELEPHONE NUMBER	012 310 5209		FACSI	ACSIMILE NUMBER		靈	* .fr)
FACSIMILE NUMBER	FACSIMILE NUMBER E-N		E-MAII	E-MAIL ADDRESS Jackson N		ackson Motjelele	
E-MAIL ADDRESS	Email1@dpw.gov	ı.za	CELL NUMBER 012 310 5163				2 310 5163



### <u>PART B</u> TERMS AND CONDITIONS FOR BIDDING

	TERMS AND CONDITIONS FOR BIDDING
1.	BID SUBMISSION:
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE
1.3.	BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES).
1.4.	WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION.
2.	TAX COMPLIANCE REQUIREMENTS
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.

3.	QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
STA	HE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SISTER AS PER 2.3 ABOVE.	TAX COMPLIANCE SARS) AND IF NOT

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST

WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD),

SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.

A CSD NUMBER MUST BE PROVIDED.

Note Well:

NB:

a) In respect of non VAT vendors the bidders may not increase the bid price under Section 67(1) of the Value Added Tax Act of 1991 where the relevant transaction would become subject to VAT by reason of the turnover threshold being exceeded and the bidder becomes liable for VAT.

CERTIFIED COPY OF THE B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN

FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. AN ORIGINAL OR

b) All delivery costs must be included in the bid price, for delivery at the prescribed destination.

ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE.

c) The price that appears on this form is the one that will be considered for acceptance as a firm and final offer.

d) The grand total in the pricing schedule(s), inclusive of VAT, attached to the bid offer must correlate and be transferred to this form (RA32)

e) Where there are inconsistencies between the grand total price offer in the pricing schedule(s) and the PA32 price offer, the price offer on the PA32 shall prevail and deemed to be firm and final. No further correspondence shall be entered into in this regard.



### PA-03 (GS): NOTICE AND INVITATION FOR QUOTATION

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

Project title:	OUR: HEAD OFFICE: SUPPLY AND RATOR AT THE ATTERIDGEVILLE		
Bid no:	PTQ24/001 Procurement Plan Reference no:		N/A
Advertising date:	None	Closing date:	Friday, 10 May 2024
Closing time:	11H00	Validity period:	30 calendar days

### 1. RESPONSIVENESS CRITERIA

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

	onside	ration:
1	$\boxtimes$	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2		Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	$\boxtimes$	All parts of tender documents submitted must be fully completed in ink and signed where required
4	$\boxtimes$	Use of correction fluid is prohibited.
5		Submission of PA-32: Invitation to Bid
6		Submission of record of attending compulsory briefing session.  insert motivation why the tender clarification meeting is declared compulsory
7		Registration on National Treasury's Central Supplier Database.
8		NB: Bidders to provide: CV of installing electrician showing Proof of registration with Department of Employment and Labour
9		
10		
11		Specify other responsiveness criteria
12		Specify other responsiveness criteria

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

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

1	$\boxtimes$	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's.
2	$\boxtimes$	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	$\boxtimes$	Submission of (PA-11): Bidder's disclosure.
4	$\boxtimes$	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.
5		Submission of proof of Registration on National Treasury's Central Supplier Database (CSD) or insert the Supplier Registration Number on the form of offer



6	$\boxtimes$	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.
7		Specify other responsiveness criteria
8		Specify other responsiveness criteria
9		Specify other responsiveness criteria
10		Specify other responsiveness criteria

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

Submission of (PA-16): Preference Points Claim Form in terms of the Preferential 1 X Procurement Regulations 2022

### 2. BID EVALUATION METHOD

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

### 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 below are applicable.

Preference Documentation to be submitted by bidders to Social Specific Goals

Serial No	Specific Goals	Preference Points Allocated out of 20	validate their claim
1.	An EME or QSE which is at least 51% owned by black people	10	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	2	<ul> <li>Official Municipal Rates Statement which is in the name of the bidder.</li> <li>Or</li> <li>Any account or statement which is in the name of the bidder.</li> <li>Or</li> <li>Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> <li>Or</li> <li>Lease Agreement which is in the name of the bidder.</li> </ul>
3.	An EME or QSE which is at least 51% owned by black women	4	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	2	<ul> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> <li>and</li> <li>Medical Certificate indicating that the disability is permanent.</li> <li>Or</li> <li>South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.</li> <li>Or</li> <li>National Council for Persons with Physical Disability in South Africa registration (NCPPDSA).</li> </ul>
5.	An EME or QSE which is at least 51% owned by black youth	2	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

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### 4. COLLECTION OF QUOTATION DOCUMENTS

☑ Bid documents are available for free download on e-Tender portal www.etenders.gov.za

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

### 5. SITE INSPECTION MEETING

Details of Bid Briefing meeting (if any)

There will be no bid briefing meeting.

Venue:	NONE			
Virtual meeting link:	(Type link here or indicate "N/A")			
Date:	Date of Bid Briefing (if any) NONE	Starting time:	Time of Bid Briefing (if any) NONE	

### 6. ENQUIRIES

6.1 Technical enquiries may be addressed to:

DPWI Project Manager	Project leader	Telephone no:	Landline
Cellular phone no	Cell number	Fax no:	None
E-mail	Jackson Motjelele		

### 6.2 SCM enquiries may be addressed to:

SCM Official	Letlhogonolo Mokono	Telephone no:	Landline
Cellular phone no	Cell number	Fax no:	None
E-mail	Letihogonolo.mokono@dpw	.gov.za	

### 7. DEPOSIT / RETURN OF TENDER DOCUMENTS

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

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

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

Closing Date: Friday, 10 May 2024

Closing Time: 11H00

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



### **TERMS OF REFERENCE/ SPECIFICATIONS**

Quotation No: PTQ24/001

Project Description: DEPARTMENT OF EMPLOYMENT AND LABOUR: HEAD OFFICE: SUPPLY AND INSTALLATION OF THE EMERGENCY GENERATOR AT THE ATTERIDGEVILLE LABOUR CENTRE

Paste Specifications or Terms of Reference here





### PRICING SCHEDULE

Quotation No: PTQ24/001

Bid/ Project Description: DEPARTMENT OF EMPLOYMENT AND LABOUR: HEAD OFFICE: SUPPLY AND INSTALLATION OF THE EMERGENCY GENERATOR AT THE ATTERIDGEVILLE LABOUR CENTRE

Paste Pricing Schedule here



### 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.

Ful	II Name	Identity Number	Name of State institution	on
2.1.1	If so, furnish particulars of the numbers of sole proprietor/ dir a controlling interest in the en	e names, individual identity numbers ectors / trustees / shareholders / mer terprise, in table below.	s, and, if applicable, state enthe mbers/ partners or any perso	mployee n having
2.1		ctors / trustees / shareholders / mem nterprise, employed by the state?	nbers / partners or any perso	n naving
			.l	ممنيهما م
2.	BIDDER'S DECLARATION			

Full Name	Identity Number	Name of State institution

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

For External Use

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



2.2	Do you, or any person connected with the bidder, have a relationship with any per		erson who is	
employ	yed by the procuring institution?	☐ YES	□NO	
2.2.1	If so, furnish particulars:			
	2			
	2			
2.3	Does the bidder or any of its directors / trustees / shareholders / members / partrhaving a controlling interest in the enterprise have any interest in any other related or not they are bidding for this contract?	ners or any enterprise	person whether	
2.3.1	If so, furnish particulars:			
	335			
3.	DECLARATION			
	I, the undersigned, (name)the accompanying bid, do hereby make the following statements that I decla complete in every respect:	in sul re to be tr	bmitting rue and	
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 for and complete in every respect;	ound not to	be true	
3.3	The bidder has arrived at the accompanying bid independently from, and wi communication, agreement or arrangement with any competitor. However, commpartners in a joint venture or consortium <sup>4</sup> will not be construed as collusive bidding	nunication b	ultation, etween	
3.4	In addition, there have been no consultations, communications, agreements or any competitor regarding the quality, quantity, specifications, prices, including n formulas used to calculate prices, market allocation, the intention or decision t submit the bid, bidding with the intention not to win the bid and conditions or del the products or services to which this bid invitation relates.	nethods, fa o submit o	ctors or r	
3.5	The terms of the accompanying bid have not been, and will not be, disclosed by or indirectly, to any competitor, prior to the date and time of the official bid opening of the contract.	the bidder, or of the a	directly warding	
3.6	There have been no consultations, communications, agreements or arrangements bidder with any official of the procuring institution in relation to this procurement put during the bidding process except to provide clarification on the bid submitted where the institution; and the bidder was not involved in the drafting of the specific reference for this bid.	rocess prio iere so requ	r to and uired by	

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

For External Use

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

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

Name of Bidder	Signature	Date	Position

This form is aligned to SBD 4.



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

(leg	ally correct full name and registration number, if applicable, of the Enterprise)
Не	ld at(place)
on	(date)
RE	SOLVED that:
1	The Enterprise submits a Tender to the Department of Public Works in respect of the following project:
	(project description as per Tender Document)
	Tender Number:(Tender Number as per Tender Document
2	*Mr/Mrs/Ms:
	in *his/her Capacity as:(Position in the Enterprise
	and who will sign as follows:



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

### Note:

- \* Delete which is not applicable.
- 2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Tendering 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 Tendering Enterprise (attach proof of shareholding / ownership hereto).
- 4. Directors / Members / Partners of the Tendering Enterprise may alternatively appoint a person to sign this document on behalf of the Tendering Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Tendering Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
- 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**

RE	SOLUTION of a meeting of the Board of *Directors / Members / Partners of:
(leg	gally correct full name and registration number, if applicable, of the Enterprise)
He	eld at (place)
on	(date)
RE	SOLVED that:
1.	The Enterprise submits a Tender, in consortium/joint venture with the following Enterprises:
	(list all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the consortium/joint venture)
	to the Department of Public Works in respect of the following project:
	(project description as per Tender Document)
	Tender Number:(Tender Number as per Tender Document)
1	*Mr/Mrs/Ms:
	in *his/her Capacity as:(Position in the Enterprise)
	and who will sign as follows:
	be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.
2	The Enterprise accept joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
3	The Enterprise chooses as its <i>domicilium citandi et executandi</i> for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:
	Physical address:
	Postal Code



Postal Address:		
	Postal C	ode
Telephone number:	Fax number:	
T	0	Ciamatura

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

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

note:
-------

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

EN	ERPRIS	E STAIN	IP .	



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

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly tender for the project mentioned below: (legally correct full names and registration numbers, if applicable, of the Enterprises forming a consortium/joint venture) 3 Held at **RESOLVED** that: A. The above-mentioned Enterprises submit a tender in consortium/joint venture to the Department of Public Works & Infrastructure in respect of the following project: (project description as per Tender Document) (tender number as per Tender Tender Number: Document)



B.	Mr/Mrs/Ms:
	in *his/her Capacity as:(position in theEnterprise)
	and who will sign as follows:
	be, and is hereby, authorised to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the tender to the Enterprises in consortium/joint venture mentioned above.
C.	The Enterprises constituting the consortium/joint venture, notwithstanding its composition, shall conduct all business under the name and style of:
D.	The Enterprises to the consortium/joint venture accept joint and several liability for the due fulfilment of the obligations of the consortium/joint venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.
E.	Any of the Enterprises to the consortium/joint venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days' written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the consortium/joint venture as mentioned under item D above.
F <sub>it</sub>	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 <i>domicilium citandi et executandi</i> of the consortium/joint venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:
	Physical address:
	Postal Code
	Postal Address:
	Postal Code
	Telephone number Fax number:
	E-mail address:



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

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

### Note:

- \* Delete which is not applicable.
- 2. **NB**: This resolution must be signed by <u>all</u> the Duly Authorised Representatives of the Legal Entities to the consortium/joint venture submitting this tender, as named in item 2 of Resolution PA-15.2.
- Should the number of the Duly Authorised Representatives of the Legal Entities joining forces in this tender exceed the
- space available above, additional names, capacity and signatures must be supplied on a separate page.

  4. Resolution PA-15.2, duly completed and signed, from the separate Enterprises who participate in this consortium/joint venture, must be attached to this Special Resolution (PA-15.3).



### **DPW-16. TENDER BRIEFING MEETING CERTIFICATE**

Project title:	DEPARTMENT OF EMPI AND INSTALLATION O ATTERIDGEVILLE LABO	OF THE EMERGE	ENCY GENERATOR AT THE
Tender / Quotation no:	PTQ24/001	Reference no:	N/A
Date Bid Briefing Meeting	: NONE		
Time of Bid Briefing Meeti	ing: NONE		
Venue: NONE			
This is to certify that I,			
representing			
attended the tender clarifica	ition meeting on:		
I further certify that I am s clarification meeting and tha this contract.	atisfied with the descriptio at I understand the work to	n of the work and be done, as specifie	explanations given at the tender of and implied, in the execution of
Name of Tendere	r Signa	ature	Date
Name of DPW Represe	ntative Sign	ature	Date



Name of Tenderer

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

Projec	ct title:	AND INSTALLAT	F EMPLOYMENT AND LATION OF THE EMERGE LABOUR CENTRE	ABOUR: HEAD OFFICE: SUPPLY BENCY GENERATOR AT THE
Tende	er / Quotation no:	PTQ24/001	Reference no:	N/A
sub	mission of this tende	ollowing communicati r offer, amending the I pages if more space	tender documents, have be-	artment of Public Works before the en taken into account in this tender
	Date		Title or D	etails
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
	Name of Tenderer		Signature	Date
2.   / \ sub	We confirm that no mission of this tende	communications wer r offer, amending the	e received from the Depar tender documents.	tment of Public Works before the

Page 1 of 1 DPW-21 (EC)

Date

Signature

# PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL

### **PROCUREMENT**

Tender Number: PTQ24/001 Name of Tenderer					□ EME1	☐ QSE <sup>2</sup> ☐ Non	$\Box$ EME $^1$ $\Box$ QSE $^2$ $\Box$ Non EME/QSE (tick applicable box)	olicable box)
1. LIST ALL PROPRIETORS, MEMBERS OR SHAREHOLD	ORS, MEMBERS O	R SHAREHOLD	ERS BY NAME, IC	DENTITY NUMBER	ERS BY NAME, IDENTITY NUMBER, CITIZENSHIP AND DESIGNATED GROUPS.	ND DESIGNATED	GROUPS.	
Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in rural / under developed area/township	Indicate if military veteran
16.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	□ Yes □ No
2.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
3.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
4.			□ Yes □ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
5.			□ Yes □ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
6.			□ Yes □ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
7.			□ Yes □ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
8.			□ Yes □ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
9.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
10.			☐ Yes ☐ No	□ Yes □ No	□ Yes □ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No

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

##

<sup>&</sup>lt;sup>1</sup> EME: Exempted Micro Enterprise <sup>2</sup> QSE: Qualifying Small Business Enterprise



### 1. DECLARATION:

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

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

	Date
	Signature
Signed by the Tenderer	Name of representative



## **DPW-09 PARTICULARS OF TENDERER'S PROJECTS**

D	DEPARTME	DEPARTMENT OF EMPLOYMENT AND LAB	OUR: HEAD OF	FICE: SUPPLY AND INSTAL	YMENT AND LABOUR: HEAD OFFICE: SUPPLY AND INSTALLATION OF THE EMERGENCY
Project title:	GENERATO	GENERATOR AT THE ATTERIDGEVILLE LABOUR CENTRE	<b>30UR CENTRE</b>		
Tender / Quotation no:		PTQ24/001	Closing date:	Closing date: Friday, 10 May 2024	Time: 11H00

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

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

1.1. Current projects

Name of Employer or Representative of Employer of Empl							
Projects currently engaged in	+	2.	3.	4.	5.	.6	7



Date of completion Date of appointment Scope of Services (Work stages appointed for - eg 1 to 6) Contract sum of Project Contact tel. no. Name of Employer or Representative of Employer Completed projects Projects completed in the last 5 (five) years <del>~.</del> 7  $\infty$ 4. S. 6 ö છ

Date
Signature
Name of Tenderer



### 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. PRI

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

### **GENERAL CONDITIONS** 1.

- The following preference point systems are applicable to invitations to tender: 1.1
  - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- Preference Points System to be applied 1.2
- ☑ The applicable preference point system for this tender is the 80/20 preference point system.
- Points for this tender shall be awarded for: 1.3
- 1.3.1 Price: Maximum 80 points
- Specific Goals: Maximum 20 points 1.3.2
- The maximum points for this tender are allocated as follows: 1.4

PREFERENCE POINTS SYSTEM	80/20
PRICE	80
SPECIFIC GOALS	20
Total points for Price and Specific Goals	100

For procurement transaction with rand value greater than R2 000, 00 and up to R1 Million 1.5 (Inclusive of all applicable taxes) the specific goals listed below are applicable.

Serial No 1.	Specific Goals  An EME or QSE which is at least 51% owned by black people	Preference Points Allocated out of 20 10	Documentation to be submitted by bidders to validate their claim     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	2	<ul> <li>Official Municipal Rates Statement which is in the name of the bidder.</li> <li>Or</li> <li>Any account or statement which is in the name of the bidder.</li> <li>Or</li> </ul>
			<ul> <li>Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> <li>Or</li> </ul>
			<ul> <li>Lease Agreement which is in the name of the bidder.</li> </ul>

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ATTION OF			
3.	An EME or QSE which is at least 51% owned by black women	4	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	2	<ul> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> <li>and</li> <li>Medical Certificate indicating that the disability is permanent.</li> <li>Or</li> <li>South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.</li> <li>Or</li> <li>National Council for Persons with Physical Disability in South Africa registration (NCPPDSA).</li> </ul>
5.	An EME or QSE which is at least 51% owned by black youth	2	<ul> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>

- 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:

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration Pmin = Price of lowest acceptable tender

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

### 3.2.1. POINTS AWARDED FOR PRICE

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

$$Ps = 80\left(1 + rac{Pt-P\,max}{P\,max}
ight)$$
 or  $Ps = 90\left(1 + rac{Pt-P\,max}{P\,max}
ight)$ 

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

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



apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

7.0.0		•	
The ten	specific goals allocated points in terms of this der	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1.	An EME or QSE or any entity which is at least 51% owned by <b>Historically Disadvantaged Individuals</b> (HDI)	10	
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	
3.	An EME or QSE or any entity which is at least 51% owned by women	4	
4.	An EME or QSE or any entity which is at least 51% owned by people with disability	2	
5.	An EME or QSE or any entity which is at least 51% owned by youth.*	2	

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

4.3.	Name of company/firm
4.4.	Company registration number:
4.5.	TYPE OF COMPANY/ FIRM
	<ul> <li>□ Partnership/Joint Venture / Consortium</li> <li>□ One-person business/sole propriety</li> <li>□ Close corporation</li> <li>□ Public Company</li> <li>□ Personal Liability Company</li> <li>□ (Pty) Limited</li> <li>□ Non-Profit Company</li> <li>□ State Owned Company</li> </ul>
	[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:
  - 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:



### SWORN AFFIDAVIT - B-BBEE EXEMPTED MICRO ENTERPRISE -**GENERAL**

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Construction Business:	
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 —  (a) who are citizens of the Republic of South Africa by birth or descent; or  (b) who 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 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 Military Veterans Act 18 of 2011;"



3.	I hereby	declare	under	Oath	that:
----	----------	---------	-------	------	-------

Amended Code Series 1 (1) of B-BBEE Act No 53  The Enterprise is 100 of the Amended Code of 2003 as Amended by The Enterprise is Code Series 100 of the ABBEE Act No 53 of 2003	% Black Owned using the flow-through principal of the Amended Codes of Good Practice issued under a sof 2003 as Amended by Act No 46 of 2013,  % Black Female Owned as per Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 46 of 2013,  % Black Designated Group Owned as per Amended Codes of Good Practice issued under section 9 (3) as Amended by Act No 46 of 2013,  up Owned % Breakdown as per the definition stated above	section 9 de Series E Act No 53 nended 1) of B-
<ul><li>Black Youth % =</li></ul>	%	
<ul> <li>Black Disabled % =</li> <li>Black Unemployed % =</li> <li>Black People living in F</li> <li>Black Military Veterans</li> </ul>	Rural areas % =%	
available on the latest fir	Financial Statements/Financial Statements and other informancial year-end of/the annuate of/the annuate of/	nation ıal Total
Revenue was R10, 000,  Please Confirm on the applicable box.	000.00 (Ten Million Rands) or less e below table the B-BBEE Level Contributor, <b>by ticking the</b>	e
100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	
I know and understand prescribed oath and co- enterprise which I repre-	the contents of this affidavit and I have no objection to takensider the oath binding on my conscience and on the ownersent in this matter.	e the ers of the
<ol><li>The sworn affidavit will commissioner.</li></ol>	I be valid for a period of 12 months from the date signed by	/
	Deponent Signature	
	Date:	
Commissioner of Oaths Signature & stamp		

Stamp Commissioner of Oaths



### SWORN AFFIDAVIT - B-BBEE QUALIFYING SMALL ENTERPRISE -**GENERAL**

### I, the undersigned,

Hereby declare under oath as follows:

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

authorised to act to		
Enterprise Name:		
Trading Name (If Applicable):		
Registration Number:		
Enterprise Physical Address:		
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):		
Nature of Construction Business:		
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 –  (a) who are citizens of the Republic of South Africa by birth or descent; or  (b) who 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 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 Military Veterans Act 18 of 2011;"	



### I hereby declare under Oath that:

Amended Code Series 1 (1) of B-BBEE Act No 53  The Enterprise is 100 of the Amended Coof 2003 as Amended by The Enterprise is Code Series 100 of the ABBEE Act No 53 of 2003	100 of the Amended Co 3 of 2003 as Amended ———————————————————————————————————	Female Owned as per Amended C ssued under section 9 (1) of B-BBE Designated Group Owned as per A ood Practice issued under section 9	r section 9 ode Series E Act No 53 amended (1) of B-
<ul><li>Black Youth % =</li></ul>		%	
<ul> <li>Black Disabled % =</li> <li>Black Unemployed % :</li> <li>Black People living in I</li> <li>Black Military Veterans</li> </ul>	Rural areas % =	% % %	
☐ Based on the Audited available on the latest fire	d Financial Statements nancial year-end of	s/ Financial Statements and other in	formation
(the annual Total Reven R50,000,000.00 (Fifty M	ue was between R10,0 illion Rands),	000,000.00 (Ten Million Rands) and	
100% Black Owned	Level One (135% B-F	BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% B-l	BBEE procurement recognition level)	
prescribed oath and co enterprise which I repr	onsider the oath bindin esent in this matter.	fidavit and I have no objection to tag g on my conscience and on the own of 12 months from the date signed	ners of the
	Depone	nt Signature	_
	•	•	
Commissioner of Oaths Signature & stamp		Stamp Commissioner of Oath	



### PA-10: GENERAL CONDITIONS OF CONTRACT (GCC)

BID NUMBER: PTQ24/001

BID/ PROJECT DESCRIPTION: DEPARTMENT OF EMPLOYMENT AND LABOUR: HEAD OFFICE: SUPPLY AND INSTALLATION OF THE EMERGENCY GENERATOR AT THE ATTERIDGEVILLE LABOUR CENTRE

### NOTES:

The purpose of this document is to:

- Draw special attention to certain general conditions applicable to government bids, contracts and
- To ensure that clients be familiar with regard to the rights and obligations of all parties involved in (ii) doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

### **TABLE OF CLAUSES**

- 2. Definitions
- 3. Application
- General 4.
- Standards
- Use of contract documents and information; inspection
- 7. Patent rights
- 8. Performance security
- 9. Inspections, tests and analysis
- 10. Packing
- 11. Delivery and documents
- 12. Insurance
- 13. Transportation
- 14. Incidental services
- 15. Spare parts
- 16. Warranty
- 17. Payment
- 18. Prices
- 19. Contract amendments
- 20. Assignment
- 21. Subcontracts
- 22. Delays in the supplier's performance
- 23. Penalties
- 24. Termination for default
- 25. Dumping and countervailing duties
- 26. Force Majeure
- 27. Termination for insolvency
- 28. Settlement of disputes
- 29. Limitation of liability
- 30. Governing language
- 31. Applicable law
- 32. Notices
- 33. Taxes and duties
- 34. National Industrial Participation Programme (NIPP)



#### 35. Prohibition of restrictive practices

#### **General Conditions of Contract**

#### 1. Definitions

- 1. The following terms shall be interpreted as indicated:
- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. **"Contract price"** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. **"Corrupt practice"** means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. **"Dumping"** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. **"Force majeure"** means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14. "GCC" means the General Conditions of Contract.
- 1.15. **"Goods"** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.



- "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17. **"Local content"** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. **"Manufacture"** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. "Project site" where applicable, means the place indicated in bidding documents.
- 1.21. "Purchaser" means the organization purchasing the goods.
- 1.22. "Republic" means the Republic of South Africa.
- 1.23. "SCC" means the Special Conditions of Contract.
- 1.24. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

#### 2. Application

- 2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

#### 3. General

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

#### 4. Standards

4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

#### 5. Use of contract documents and information; inspection.

5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the

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supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
  - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque
- 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

#### 8. Inspections, tests and analyses

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

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- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

#### 9. Packing

- 9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

#### 10. Delivery and documents

- 10.1. Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2. Documents to be submitted by the supplier are specified in SCC.

#### 11. Insurance

11.1. The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

#### 12. Transportation

12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

#### 13. Incidental services

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
  - (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.



13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

#### 14. Spare parts

- 14.1. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
  - (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
  - (b) in the event of termination of production of the spare parts:
    - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### 15. Warranty

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

#### 16. Payment

- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

#### 17. Prices

17.1. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

#### 18. Contract amendments



18.1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

#### 19. Assignment

19.1. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

#### 20. Subcontracts

20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

#### 21. Delays in the supplier's performance

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

#### 22. Penalties

22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

#### 23. Termination for default

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
  - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the Supplier fails to perform any other obligation(s) under the contract; or



- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period of not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- Any restriction on any person by the Accounting Officer/ Authority will, at the discretion of the Accounting Officer/ Authority, also be applicable to any enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which the first-mentioned person, is or was in the opinion of the Accounting Officer/ Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish The National Treasury, with the following information:
  - i) The name and address of the supplier and/or person restricted by the purchaser;
  - ii) The date of commencement of the restriction
  - iii) The period of the restriction; and
  - iv) The reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a count of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the pubic sector for a period not less than five years and not more than ten years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

#### 24. Anti-dumping and countervailing duties and rights

24.1. When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

#### 25. Force Majeure

25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in

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performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

#### 26. Termination for insolvency

26.1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

#### 27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in Connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of the procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
  - (a) the parties shall continue to perform their respective obligations under contract unless they Otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier.

#### 28. Limitation of Liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
  - (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss 12 or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
  - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

#### 29. Governing language

29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

#### 30. Applicable law

30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

#### 31. Notices

31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

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31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

#### 32. Taxes and duties

- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African

#### 33. National Industrial Participation Programme (NIPP)

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

#### 34. Prohibition of Restrictive Practices

- In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

## DEPARTMENT OF PUBLIC WORKS ATTERIDGEVILLE LABOUR CENTRE INSTALLATION OF A NEW 40kVA STANDBY POWER GENERATOR AND 2 X 3KVA UPS BILL NO.1 - PRELIMINARIES AND GENERAL

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL
1	PRELIMINARIES AND GENERAL				
1.1	Site Facilities				
	Site camp, accommodation and office	sum	1		
	Site measurements	sum	1		
		sum	1		
	Security		1		
	Water and Electricity	sum			
	Ablution and latrine facilities	sum	1		
1.1.6	Clearing of Site after completion	sum	1		
1.1.7	Transport				
1.2	Insurances				
1.2.1	Works Insurance	sum	1		
1.2.2	Workmen's Compensation	sum	1		
1.2.3	Third Party Insurance	sum	1		
	Organisation of staff	sum	1		
	Progress meetings on site	sum	1		
			1		
	Unloading and Storage	sum			
1.6	Health and Safety including Covid 19 regulations and requirements				
1.6.1	Safety,Health and Enviromental Management	sum	1		
1.6.2	Personal Protecyive Clothing	sum	1		
1.6.3	Training of client's staff	sum	1		1 1 4 1 1 1 1
1.6.4	Contract management	sum	1		
1.6.5	Painting and Marking	sum	1		
1.7	Issue of COC complete with labelling as per SANS10142 and latest amendments	sum	1		
					,
	TOTAL BILL NO. 1 - CARRIED TO SUMMARY				

### DEPARTMENT OF PUBLIC WORKS ATTERIDGEVILLE LABOUR CENTRE INSTALLATION OF A NEW 40kVA STANDBY POWER GENERATOR AND 2 X 3KVA UPS BILL NO.2 - LV RETICULATION

ITEM	DESCRIPTION	UNIT	QTY	SUPPLY RATE	INSTALL RATE	TOTAL
2	LOW VOLTAGE DISTRIBUTION					
2.1	MAIN CONNECTION (Kiosk)					
244	Paint Doors and corossion treatment	No	1			
2,1.1	Paint Doors and Corossion treatment	110				
2.2	EXISTING DISTRIBUTION BOARDS - Existing  Modify, Check, Test, Clean, tracing of circuits and Tighten connections, circuits breakers and mains cable terminations of the following DB's as per SANS10142 specifications					
2.2.1	DB-A					
	DB modification and rewiring as per specification and drawing	No	1			
	Checking, cleaning, tightening of connections and labelling	Sum	1			
.2.1.3	Issue CoC	No	1			
222	DB-B.					
	Make safe and disconnect DB and circuit rewiring and tracing into new DB-B	No	1			
	Issue CoC	No	1			
2.2.3	DR.C	_				
	DB modification and rewiring as per specification and drawing	No	1			
	Issue CoC	No	1			
2.3	NEW DISTRIBUTION BOARDS	_				
2.3	THE STATE OF THE S					
2.3.1	DB-A1					
.3.1.1	Supply and install new surface mounted DB as per drawing and specification	No	1			
	Issue CoC	No	1			
	New DB-B Supply and install new surface mounted DB as per drawing and specification	No	1			
	Issue CoC	No	1			
	A LEC LBB Foodmant					
	Additional DB Equipment					
_	Additional CB's if required in DB's including connection to busbers					
241	10A One pole circuit breakers - 5kA minimum rating	No	2			
	20A One pole circuit breakers - 5kA minimum rating	No	2			
_	30A One pole circuit breakers - 5kA minimum rating	No	2			
_	40A Three pole circuit breakers - 5kA minimum rating	No	1			
2.4.5	50A One pole circuit breakers - 5kA minimum rating	No	1			
2.4.6	63A Earth leakage circuit breakers - 5kA minimum rating	No	1			
2.4.7	60A Three pole circuit breakers - 5kA minimum rating	No	1			
2.5	GENERAL: EXISTING INSTALLATION					
2.5.1	Check, test and repair existing lights per site Instruction	Sum	1			
2.5.2	Check, test and repair existing plug outlets per site instruction	Sum	1			
2.6	RETICULATION					
	Supply, installation and termination of the following Cables 600/1000V PVC/PVC/SWA/PVC ECC Copper cable installed in sleeves and on cable				•	
	tray, (sleeves and cable trays measured elsewhere)  4mm² 3core	m	20			
2.6.2	6mm² 4core	m	0			
	10mm² 4core 25mm² 4core	m	50			
	10mm² BCEW	m	50			
2.6.6	16mm² BCEW	m				
	Carried forward					

ITEM	DESCRIPTION	UNIT	QTY	SUPPLY RATE	INSTALL RATE	TOTAL
	Brought forward					
2.7	WIRING					
	PVC insulated copper conductors drawn into wireways, including waste					
2.7.1	2.5mm²	m	600			
2.7.2	4mm²	m	100			
	Bare stranded copper earth wire into wireways, including waste					
2.7.3	2.5mm²	m	350			
2.8	ACCESSORIES					
	Switches, socket outlets, isolators, etc., complete with cover fixed in outlet or extension box					
2.8.1	Combination 1 x 16A socket outlet c/w 3 -pin switched normal and 2 x 16A unswitched 3-pin Euro Slim Line	No	3			
282	Single 16A, 3-pin switched socket outlet in power skirting (164-1)	No	12			
2.8.3	Single 16A, 3-pin dedicated switched socket outlet, RED (164-4) in power skirting	No	15			
2.9	EARTHING AND BONDING					
2.9.1	Checking, testing and reinstatement of earthing conductors, termination points and metal bonding points for the complete electrical installation to comply with SABS 10142 Code of Practice	item	1			
2.10	SLEEVES		-			
2.10	Supply and install the following HDPE/PVC Sleeves of 6mm thickness					
2 10 1	110mm diameter	m	20			
	50mm diameter	m				
2.11	TEST AND COMMISSION					
2.11.1	Issue of Certificate of compliance as per SANS 10142-1 for the new Distribution Boards as specified	Item	1			
	TOTAL BILL NO. 2 - CARRIED TO SUMMARY					

### DEPARTMENT OF PUBLIC WORKS ATTERIDGEVILLE LABOUR CENTRE INSTALLATION OF A NEW 40kVA STANDBY POWER GENERATOR AND 2 X 3KVA UPS BILL NO.3 - GENERATOR

ITEM	DESCRIPTION	UNIT	QTY	UNIT RATE	TOTAL
3.1	STANDBY DIESEL GENERATOR				
	Supply, delivery, installation, testing, commissioning and handing over in working condition and maintenance during guarantee period.				
1)	40kVA Open set Generator Enclosed(3Ph) complete with set mounted day tank as specified (Including first fill of all lubrication, oils and diesel)	Sum	1		
2)	Electrical Fuel pump	Sum	1		
3)	Control Panel complete with wiring	Sum	1		
4)	Starter Batteries - 24V	Sum	1		
5)	Weatherproof sound attenuated enclosure	Sum	1		
6)	Concrete plinth for Generator set	No	1		
7)	Testing, Inspections and Commissioning	Sum	1		
8)	Maintenance				
	12-Month Guarantee and Maintenance as per the specification. Quarterly (4) service of the plant as per the manufacturer's requirements.	Sum	1		
9)	Warning Notices				
	Supply and install set of warning notices on the container as per SANS and OHS specification	Sum	1		
10)	Manuals				
	Compilation of Maintenance, operational and technical manuals and documentation to the client satisfaction  Supply manuals	Sum	1		
11)	PadLocks				
	Supply and install A82 padlocks.	Item	3		
3.2	ELECTRICAL INSTALLATION AND EQUIPMENT MODIFICATION				
1)	Supply, installation and termination of a 25mm² 4core PVC/PVC/SWA/PVC Cu Cable	m	60		
2)	PVC warning marking tape	m	20		
3)	Concrete Cable Markers	No	1		
4)	Supply, installation and termination of a 16mm² Black insulated copper conductor	m	60		
5)	Supply, installation and termination of a 2.5mm² 2core signal cable buried in sleeves	m	50		
6)	Excavations and Trenching for cables – 800mm depth x 300mm wide	cub-m	5		
7)	Breaking and repair of concrete	m			
8)	Import soil for the replacement of high clay content soil removed from excavations	cub-m	5		
	Carried forward				

ITEM	DESCRIPTION	UNIT	QTY	UNIT RATE	TOTAL
	Brought forward				
9)	25mm dia Galvanised steel conduit to SANS, complete with all couplings, bushes, locknuts, Fixing saddles and screws, cutting, threading, reaming, fixing, cleaning for wiring purposes, in roof space, in concrete or brick and surface mounted	m	10		
10)	P8000 trunking complete with all fixing material surface mounted or suspended on in ceiling void	m	10		
11)	Issue of Certificate of compliance as per SANS 10142-1 for the Generator and the additional circuits in the new Main Kiosk as specified	Lot			
3.3	GENERATOR REFUELLING SERVICE				
1)	The supply, delivery/transport and filling of the day tank (set mounted) and bulk tank with 50ppm or 500ppm Diesel fuel as required	Per litre	1		
2)	Transport Diesel fuel as required	per kM	1		
3)	Refuelling Preliminaries and General including labour, licence, permits to transport diesel fuel	Lot	1		

TOTAL AMOUNT: R 0.00

## DEPARTMENT OF PUBLIC WORKS ATTERIDGEVILLE LABOUR CENTRE INSTALLATION OF A NEW 40kVA STANDBY POWER GENERATOR AND 2 X 3KVA UPS BILL NO.4 - UPS

ITEM	DESCRIPTION	UNIT	QTY	UNIT RATE	TOTAL
4	UNINTERRUPTED POWER SUPPLY (UPS)				
	3kVA UPS single phase unit, complete as specified	no	2		
4.2.2	Testing, Inspections and Commissioning	item	1		
4.2.3	Two monthly inspections during the 12 months guarantee period	item	6		
4.2.4	Maintenance manuals and documentation	item			
	TOTAL BILL NO. 4 - CARRIED TO SUMMAI	₹Y			

# DEPARTMENT OF PUBLIC WORKS ATTERIDGEVILLE LABOUR CENTRE INSTALLATION OF A NEW 40kVA STANDBY POWER GENERATOR AND 2 X 3KVA UPS SUMMARY OF BILL OF QUANTITIES

ITEM	DESCRIPTION	TENDER AMOUNT
1	PRELIMINARIES AND GENERAL	
2	LV RETICULATION	
3	40kVA GENERATOR	
4	UPS	
	SUBTOTAL - EXCL.VAT	
	ALLOWANCE FOR CONTINGENCIES - 0%	
	SUBTOTAL - EXCL.VAT	
	PLUS 15% VAT	
	TOTAL TENDER AMOUNT INCL.VAT	

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



### OHS BILL OF QUANTITIES FOR DEPARTMENT OF EMPLOYMENT AND LABOUR: ATTERIDGEVILLE

No:	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1.	. Supply of Personal Protective				
	Equipment				
	BARRICADING, EDGE	PROTEC	TION AND SIGN	AGE	172
2.	Supply, installation & removal of Plastic bar	1			
		1			
3.	Hard Solid barricading Guardrail	1			
5.	Temporary Edge Protection Equipment	1			
6.	Mandatory Health and Safety				
٠.	Signage Notices/Posters	1			
7.	Work Separation, Common Areas				
	Demarcation / Protective Screens	1			
	OHS TRAIN	ING AND	FIRST AID		
8.	First Aid Training and full equipment	1			
9.	OH&S Representative training	1			
10.	Emergency Rescue training	1			
11.	Hazard identification & risk	<del>                                     </del>			
11.	assessment training	1			
12.	Induction training	1			
13.	Working within and near	1			
10.	excavations training				
14.	Electrical Safety training	1			
15.	On-site training	1			
	OHS RESPONSIBILITY STRUC	CTURE A	ND WORK ORGA	NISATION	-
	Construction Health Safety Officer	1			
16.	(SACPCMP Professional				
	Registration required)				
17.	Development and implementation	1			
	of a Health and Safety Plan & File				
18.	Development and implementation	1			
	of Plan plus a Rescue Plan				
19.	Hand washing Facilities and	1			
	Disinfectant Detergents				
20.	Changing and Eating Facilities	1			
21.	Waste Management	1			
22.	Other:				
	Total OHS Cost				

## 3.1.2: ELECTRICAL AND STANDBY GENERATOR INSTALLATION SPECIFICATION FOR THE GENERATOR AND ELECTRICAL INSTALLATION

#### **INDEX TO SPECIFICATION**

### THIS SPECIFICATION CONSISTS OF THE FOLLOWING DOCUMENTS:

		PAGES:
(A)	SPECIFICATION FOR ELECTRICAL WORK (SECTION A)	2 - 8
(B)	SPECIFICATION FOR GENERATOR WORK (SECTION B)	9 – 35

# SECTION A SPECIFICATION FOR ELECTRICAL WORK

#### 1. GENERAL INFORMATION

The tenderer's attention is drawn to the fact that if the schedules of this specification are not completed his tender cannot be adjudicated and may be disqualified. This applies also to the Bill of Quantities where the unused items are not priced. Items used on the project must be priced and no cost plus items will not be accepted.

The potential bidder must provide the following in order to be evaluated further:

- > Proof of CIDB grading (minimum 2 EB)
- > CV of installing electrician showing proof of registration with DoEL (Certificate shall be attached)
- > Construction Programme

#### 2. **DRAWINGS**

This specification and drawings generally show the character and extent of the generator installation work, and shall not be held as showing every minute detail of the work to be executed.

#### 3. MAKING GOOD

The successful tenderer will be responsible for making good in all trades of any damage to buildings or other services which he or his employees may have incurred during the construction of the works.

The Contractor will be responsible for keeping the site clean and tidy and shall remove from the site all rubble and letter resulting from the construction work.

#### 4. **ELECTRICAL EQUIPMENT**

All fittings, material and equipment and component parts thereof are to be in accordance with the attached quality specification and must have the approval of the Department. In addition all equipment shall be designed, manufactured and tested in accordance with the relevant South African National Standards Specification or otherwise the relevant British Standard Specification.

All material and equipment must be suitable for the supply voltage namely 400/230 volt 3PH–4 wire and the necessary pre-cautions shall be taken against corrosion, i.e. exposed metal shall be anti-rust treated to approval and all metalwork to be galvanized or painted.

#### 5. WORK SEQUENCE AND MAINTENANCE OF ELECTRICAL SUPPLY

The sequence in which the work must be carried out must be established in consultation with the Department's Representative.

All interruptions of the electrical supply that may be necessary for the execution of the work will be subject to prior arrangements between the Contractor, the user Department, and the Department's Representative.

#### 6. **SUPERVISION**

The work shall at all times, for the duration of the contract, be carried out under the supervision of a skilled and competent representative of the Contractor, who will be able and authorized to receive and carry out instruction on behalf of the Contractor. A sufficient number of workmen shall be employed at all times to ensure satisfactory progress of the work.

#### 7. CERTIFICATE OF COMPLIANCE

A Certificate of Compliance in accordance with the latest issue of the S.A.N.S. 10142, Code of Practice for the Wiring of Premises, shall be completed by the Contractor on completion of the installation. Practical completion will only be taken after the Department has received the certificate.

#### 8. BALANCING OF LOAD

The Electrical Contractor is required to balance the load as equally as possible over the multiphase system.

#### 9. SUPPLY AND CONNECTION

The supplier of electricity to the facility is City of Tshwane Metropolitan Municipality - Energy and Electricity Department. The mains supply to the facility is by means of a 50kVA, 70Amps, 3-phase mains supply from a 2-Door Maximum Demand Meter Box, located on the boundary of the facility. The mains is by means of an underground low voltage PVC cable network from the existing 50kVA,400V pole mounted transformer provided by Tshwane Electricity.

#### 10. **EXTENT OF WORK**

- Supply and install a new 40 kVA Genset complete with outdoor enclosure.
- Upgrade and modify the Main DB-A to cater for standby mains supply only. See SLD drawings.
- Supply and install a DB-A1 to supply the new **40kVA genset** and the existing DB-B (Normal).
- Mains supply to DB-A to be disconnected and reconnected to the new DB-A1 (Normal DB).
- Supply, delivery, Install and commission 2 x 3kVA double conversion online UPS unit to supply the server and security equipment.
- Make safe and disconnect existing circuits in DB-B and remove the DB for storage at DPW.
- DB-B Upgrade with new surface mounted DB with normal and standby sections and reconnect existing circuits and cater for additional circuits and allow for space capacity.
- Identify normal and standby sections panels in the new DB's as per DPW guidelines
   white and red and or purple for UPS panels.
- Check and correct equipment wiring, PSCC and protection rating in the DB DBA, DB-B and DB-C.
- Supply and Install new Distribution boards and reroute all nonessential loads to new DB's.
- Trace and test all supply and feeder cables.
- Install surge protection devices in the Main DB only.
- Supply and Install legend card holder and label circuit on legend in the existing DB's.
- Electrical bulk capacity and Load calculations check authorized maximum demand capacity.
- Trace and test all supply and feeder cables.
- Supply and Install surge protection devices in the new Main DB only.
- Install legend card holder and label circuit on legend in the existing DB's.
- Reconnect the essential and non-essential equipment.
- Survey circuits supply areas and balance the existing loads.
- Testing, repair and re-lamping of existing luminaires (Internal and external).

- Checking, labelling and testing of all existing Sub distribution boards to comply with SANS 10142-1.
- Earthing and bonding of all new installation.
- Test reports and issue of certificate of compliance for the entire electrical installation as indicated in the bill of material.
- Issue CoC on works completed and signed off by the Engineer.

#### 10.1 LOCATION OF SITE

The project site Atteridgeville Labour Centre is located on the corner of Kalafong Rd & WF Nkomo Str, Tshwane Municipality.

#### 10.2 SUMMARY OF WORK TO BE DONE

#### 10.2.1 EMERGENCY GENERATOR PLANT

The successful tenderer shall supply, deliver and install a completely single enclosed diesel driven standby generator set of **40kVA 400/230V 3 phase** in a position that will be determined on site. The machine shall be totally enclosed in a 3CR12 stainless steel housing. The exhaust shall be manufactured from stainless steel.

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

The generating set shall be on standby and fully automatic, i.e. it shall start when the main supply fails, as further detailed in the general technical specification. The automatic mains failure panel shall be installed in the 3CR12 housing.

Only essential and critical loads to be connected to the generator as per Department of Public Works generator policy and as indicated on single line distribution diagram.

#### 10.2.2 CONCRETE PLINTH

Concrete plinth to be provided as per generator foundation drawing number EE1918/ES2.

The surface of the concrete plinth shall be 100mm higher than the existing ground level. The thickness and strength of the plinth shall be determined by the contractor before casting and as indicated by the generator manufacturer.

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

#### 10.2.3 P.V.C.A. CABLES

The contractor shall allow for the supply, installation and connection of the P.V.C.A. cables as per "Bill of Quantities" and as hereafter specified.

A new 25mm² 4core copper cable complete with a 16mm² black insulated earth cable shall be installed from DB-A1 and reticulated to the new standby diesel generator via a new cable trench. 10mm² 4core from DB-A1 to DB-B normal section.

A new 2.5mm<sup>2</sup> 2core signal cable shall be installed and buried in sleeves from Generator panel to the Main DB.

Where the cables are positioned underground, they will be installed in a 110mm Upvc sleeve. Where positioned surface, they will be housed in P8000 trunking, and will be mounted into the Upvc sleeve, and will be sealed so as to not allow any water ingress. The trunking will be fixed in pairs at intervals of no further that 500mm spacing.

#### 10.2.4 DISTRIBUTION BOARDS SCHEDULE

All new distribution boards shall be a surface mounted board, complete with lockable doors. They shall be painted purple for UPS supply and Signal red for Standby power as per DPW specification for distribution boards.

Item	DB Name	Fed From	Scope of Works				
			New Main – Normal				
1	DB-A1 (New)	M D Box	Install a DB-Main (New) as per SLD No: EE9718/D5.				
2	DB -A DB-A1 (New)		DB -A DB-A1 (New) Main Emergency DB as per SLD No: EE9718/D6				
			Upgrade existing DB-A to emergency				
	DB-B		Remove existing Normal DB and replace with New Normal and Emergency DB				
3		DB-Main (New)	New Normal and Emergency DB as per SLD No: EE9718/D7				
4		DB-B -	Convert to DB-C mains supply to emergency				
4	DB-C	EMERGENCY	Emergency section c/w load shedding relay as per SLD No: EE9718/D8				

All Distribution boards shall be checked, tested and labelled as indicated on the drawings and listed in table above. All distribution boards shall comply with the latest SANS 10142-1 wiring code of premises.

#### 10.2.5 LOW VOLTAGE CABLE SCHEDULE

Item	Cable Fed From	Cable Fed From Cable Fed To				
1	MD Box	DB-A1	existing cable to be disconnected and re connected to new DB-A1			
2	DB-A1 (New)	40kVA Generator	25mm² 4c Cu, PVC, SWA, PVC + 16mm² BCl			
3	Generator	DB-A	25mm² 4c Cu, PVC, SWA, PVC + 16mm² BCEW			
4	DB-A	DB-B Emergency Section	existing cable to be re-used - 35mm², 4core			
5	DB-A1	DB-B Normal Section	10mm² 4c Cu, PVC, SWA, PVC + 10mm² BCEW			
6	DB-B - Emergency	DB-C	cable existing			

#### 10.2.6 ROOM SCHEDULE

	Existing Equipment						New Equipment					
No	Description	Power S	kirting	sso		Power Skirting		sso				
110	<b>2000p</b>	Norm	Ded	Norm	Ded	Norm	Ded	Norm	Ded			
1	Entrance	0 %	.0	0	0	12						
2	Vacant Room 4	0	. 0	2 .//	1	117	1 1					
3	Office 5	8 .	9	7	0 1/2		医乳头	ACL				
4	Office 6	0	0	2 -	1	71.	164	$i \in \Sigma$				
5	Office 7	<b>0</b>	.0	2	. 1	+4-4	1					
6	Office 8	1	-1	*1	1.4				10 and			
7	Office 9	.0	0	3	1	1	$1.1 \cdot 4$	. 6.1	中華			
8	Office 12 (Server)	0	0	4	0	12.50			2			
9	Office 16	0	0	5	0 **	14-4	.1		推 4章			
10	Passage	0	0	2	·, // · · 0 · · // ·							
11	Kitchen	0	<b>∴0 .</b>	4.	0							
12	Boardroom	2	2	.5	0 / 🎉		3	12 1				
13	Store room	0	0	2	0							
14	Frontline Room 18	27	19	2	0			L A				
	Clients Waiting											
15	Area	0	0	. 3	1.	4	4					
16	Shower	0	0	√ζ0	0			4 3				
17	Clients Toilets	÷0	. 0	0	0							
18	Staff Toilets	0	0	0	0							
19	Garage	0	0 %	- : 3.	0							

#### 10.2.6 EARTH CONTINUITY TEST

The contractor shall allow for the supply and installation of a complete earthing system as indicated below.

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

#### 11 MATERIAL SCHEDULE

This schedule must be completed and returned with the tender.

Only one manufacturers name to be inserted next to each item:

	MATERIAL	MAKE OR TRADE NAME	IS MATERIAL TO SPECIFITION	COUNTRY OF ORIGEN
1.	P.V.C. conductors			
2.	P.V.C.SWA /ECC . cables			
3.	Circuit breakers			
4.	Distribution Boards			
5.	Joint Kits			
6.	Terminations			
7.	P8000 Trunking and accessories			

#### NOTE:

Tenderers are to note that under no circumstances may materials be installed other than offered in the above Material Schedule, which has been approved and accepted by the Department.

Should the successful tenderer wish to supply materials other than that originally offered, prior written approval must be obtained from the:

Director-General
Department of National Public Works
Private Bag X65
Pretoria
0001

Before	any or	ders a	re pla	ced.

TENDERERS SIGNATURE

## SECTION B SPECIFICATION FOR GENERATOR WORK

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### SPECIFICATION FOR THE SUPPLY, INSTALLATION AND COMMISSIONING OF DIESEL/ALTERNATOR GENERATING SETS

#### GENERAL

This section covers the Standard Specification for the supply, delivery and complete installation on site in full working order of diesel/alternator generating sets.

Full particulars, performance curves and illustrations of the equipment offered, must be submitted with the Tender. Tenderers may quote for their standard equipment, complying as closely as possible with this Specification, but any deviations from the specification must be fully detailed.

Supply, install, commission, test and maintain an emergency generating set at magistrate court. The generator set must be installed in a separate canopy/enclosure.

**Note**: The tenderer to note that the position of the emergency set is provisional and the final position of the enclosure will be determined on site with the successful tenderer and the Department's Representative.

#### DELIVERY

The successful Tenderer shall inform the Regional Representative of the Department, when the set is ready for installation.

#### 3. **OUTPUT AND VOLTAGE**

The set shall have a site output and voltage as specified.

#### 4. CONSTRUCTION

The engine and alternator of the set shall be built together on a common frame with antivibration mountings and contained in a 3CR12 canopy as specified. A galvanized or 3CR 12 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.

#### 5. **OPERATION**

The set is required to supply the essential loads 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 foolproof system (mechanical or electrical interlocking) of suitably interlocked contactors shall be supplied and fitted to the changeover switchboard.

#### Important Note

The Tenderer must submit, together with his offer, the design of the control system to comply with the requirements for automatic starting, stopping, interlocking and isolation as specified.

#### 6. ENGINE

#### 6.1 General

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

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

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

#### 6.2 Rating

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

#### 6.3 De-rating

The engine must be de-rated for the site conditions as set out in the Detail Specification, Clause 18 of this document.

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

#### 6.4 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.

#### 6.5 Starter Battery

The set must be supplied with 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, house in a suitable battery box.

#### 6.6 Cooling

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

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

#### 6.7 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.

#### 6.8 Fuel Pump

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

#### 6.9 Fuel Tank

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

The diesel fuel storage system / tank which will be provided with the standby generator installation must be fitted with a fuel filtration and water separation system (filter & separator) which is entirely separate from the fuel supply line and line filter to the engine. This filtration

and water separation system must be dedicated to purifying the content of the storage system / tank by way of the cleaning processes which are applied while circulating the fuel through the filter & separator unit.

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

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

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

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

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

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

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

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

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

#### 6.10 Fusible Fuel shut off link

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

#### 6.11 Governor

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

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

#### 6.12 Flywheel

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

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

#### 6.13 Exhaust Silencer

It is essential to keep the noise level to 65dB at 5m from the unit. An effective stainless steel exhaust silencing system of the residential type must be provided and housed inside the containerized unit and shall be constructed of 304 stainless steel.

The exhaust system shall be installed in such a way that the expulsed exhaust fumes will not cause discomfort to the public. The exhaust pipe must be flexibly connected to the engine to take up vibrations transmitted from the engine, which may cause breakage. The exhaust piping and silencer shall be lagged to reduce the heat and noise transmission in the generator enclosure.

Outside of the container, the exhaust to be protected to prevent the ingress of rain, installed at an angle of 45 degrees and extent 500mm above canopy.

#### 6.14 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 and diesel fuel etc.

#### 7. ALTERNATOR

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

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

#### 7.1 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.

#### 7.2 <u>Performance</u>

The excitation system shall be designed to promote rapid voltage recovery following the sudden application of the full 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%.

#### 7.3 Coupling

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

#### 8. **SWITCHBOARD**

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 to the specification as set out in the following paragraphs.

#### 8.1 Construction

The switchboard shall be enclosed in the steel enclosure.

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

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

The steelwork of the boards must be thoroughly de-rusted, primed with zinc chromate and finished with two coats of signal red quality enamel, or a baked powder epoxy coating. Suitably rated terminals must be provided for all main circuits and the control and protection circuits. Where cable lugs are used, these shall be crimped onto the cable strands. Screw terminals shall be of the type to prevent spreading of cable strands. All terminals shall be clearly marked.

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

The 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.

#### 8.2 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 the contactor to isolate the alternator and stop the engine.

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

Individual relays with reset pushes 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 ENGLISH.

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

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

(a) The fuel level in the service tank is low. The reset push of this relay must be marked "FUEL LOW".

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".

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.

#### 8.3 Manual Starting

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

#### 8.4 Battery Charging Equipment

Each switchboard shall be equipped with battery charging equipment.

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

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

#### 8.5 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 to phase and phase to neutral voltages.
- (b) A flush square dial combination maximum demand and instantaneous ampere meter for each phase, with re-settable pointer suitably scaled 20% higher than the alternator rating. A red arc stripe above the scale markings from 0-20A and a red radial line through the scale at full-load current shall be provided. This instrument shall be supplied complete with the necessary current transformer.
- (c) One flush square dial vibrating type frequency meter, indicating the alternator frequency.
- (d) A six digit running hour meter with digital counter, reading the number of hours the plant has been operating. The smallest figure on this meter must read 1-10th hour.
- (e) Fuses or m.c.b.'s for the potential 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.

#### 8.6 Markings

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

#### 8.7 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 to this bar by means of a removable link labeled "EARTH". Suitable terminals must be provided on the earth bar for connection of up to three earth conductors, which will be supplied and installed by others.

#### 8.8 Operation Selector Switch

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

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

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

#### 8.9 Automatic Change-over System

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

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

As the main Automatic mains fail panel will be located in the new kiosk, the generator will have its own change over panel which would monitor when there is a mains or failure, and start or stop the generator, but all load switching will be carried out in the AMF panel.

#### 8.10 Bypass switch and Mains Isolator

The switchboard shall be equipped with an on-load isolator to isolate the mains and a manually operated on-load 4 pole 4 position by-pass switch, which shall switch the connected loads as follows: NORMAL: will allow for the normal connection i.e. connects the incoming mains to the automatic control gear or directly to the outgoing feeder. In the GEN BY-PASS position the switch will disconnect the automatic changeover control gear, and will connect the municipal mains directly the essential supply busbar which will allow for the maintenance of either or both the generator and the automatic changeover equipment. MAINS BY-PASS switching position would allow the generator to be connected directly to the essential supply busbar. This is when there is a problem with the automatic changeover equipment and there

is no municipal power available.

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

It is required that this by-pass switch and mains isolator be mounted away from the automatic control gear, in a separate compartment, either on the side or in the lower portion of the switchboard cubicle, and that the switches are operated from the front of the compartment. Contractor to note: The by-pass and mains isolator switch shall also break the main neutral.

#### 8.11 Start Delay

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

# 8.12 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.

#### 9. **INSTALLATION**

The tenderer will be responsible for tracing the main incoming cable. The contractor will then cut into this cable and with jointing will re-route these cables to the new main kiosk. He will then also be required to install the cable from the generator as well as the control cable from the main kiosk, including all terminations of all these cables. He will also have to supply and install the new main kiosk to be located in the new free standing C3R12 enclosure, and all the fixing thereof.

The connecting of the cable and control cabling to the generator and the control terminals in the LV board remains the responsibility also forms part of this tender.

# 10. WARNING NOTICES

Notices, in ENGLISH, must be installed on the outside of the steel enclosures.

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

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

#### 11. DRAWINGS

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.

# 12. INFORMATION REQUIRED FOR GENERATOR AND CANOPY

Tenderers must furnish detailed descriptions and illustrations of the equipment offered and must complete the questionnaire following this specification. This includes drawings of the switchboard layouts and control diagrams.

Failure to submit any of the information asked for, may disqualify the tender.

#### 13. **GUARANTEE**

The successful Tenderer will be required to guarantee the complete plant for a period of 12 months from the date it has been taken over by the Department in running order. If during this period the plant is not in working order, or not working satisfactorily owing to the 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.

#### 14. MAINTENANCE

#### 14.1 Initial Maintenance

The successful Tenderer will be required to maintain the plant in good running order for a period of twelve months after the plant has been taken over by the Department. The full cost of this maintenance must be included in the tender price, inclusive of overheads and travelling fees. Apart from the consumables as detailed below, the department shall not acknowledge any cost claims additional to this maintenance cost as tendered.

However, should the Contractor fail to hand over the plant in good working order on expiry of the specified twelve months, the Contractor will be responsible for further monthly maintenance until final delivery is taken.

<u>Under the agreement the Contractor will undertake at intervals as per the manufactured recommendations for a visit to the plant by a qualified member of his staff, who shall:</u>

- (a) Report to the Person-in-Charge, keeping the maintenance records, and enter into a log book the date of the visit, the tests carried out, the adjustments made, 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.
- (k) Advise the Department when it has become necessary to decarbonise the engine and submit a quotation for this service.
- (I) Top up the water of the radiator, if applicable.
- (m) Clean the plant and it's components.

# 14.2 Maintenance Agreement

- (a) After the lapse of the abovementioned 12 month period, the Contractor may be required to enter into a maintenance agreement, as described under Clause 14.1, initially for one year with a possible yearly renewal.
- (b) Acceptance of the tender shall not bind the Department to accept this maintenance service.

#### 14.3 Instruction of Operator

After completion of the installation and when the plant is in running order, the successful Tenderer will be required to instruct an attendant in the operation of the plant, until he is fully conversant with the equipment and the handling thereof. The person will be identified by the Department's Regional Representative on site.

Three copies of a maintenance fault-localising and operating manual are to be handed over to the Department's representatives on site.

# 15. **TESTS**

The following tests are to be carried out:

- (a) At the supplier's premises, before the generating set is to be delivered to site. Representatives of the Department must be present during the test to satisfy themselves that the generating set complies with the specification and delivers the specified output. The test must be carried out in accordance with SANS 8528. The department must be advised timeously of the date for the test.
- (b) At the site after completion of the installation, all tests in (a) above shall again be carried out.

The dummy resistance for the load and all instruments which may be required for the tests have to be provided by the successful tenderer.

Test reports of both tests as specified under (a) and (b) are to be submitted to the Department.

#### 16. ENCLOSURE

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

#### 16.1 General

The enclosure, shall be completely vermin-proof, removable from the set and shall be constructed of 3CR12 stainless steel or equally approved of a minimum thickness of  $\pm 1.5$  mm.

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

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

The door hinges and locking bars shall be of a heavy duty type and be manufactured of an alloy or mild steel which is hot dip galvanized and shall be fitted with a grease nipple.

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

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

No flexible restraints will be accepted.

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

Unless specified the silencers shall be mounted within the enclosure.

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

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

#### 16.2 Design

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

#### 16.2 Roof

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

#### 16.4 Lamp fitting

A lamp fitting and its associated on/off door switch shall be provided inside the enclosure for illumination of the control panel.

The power for the lamp shall be obtained from the starter battery.

#### 16.5 Sound-proofing

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

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

#### 16.6 Padlock and keys

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

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

#### 17 PROGRAMMABLE CONTROLLER

#### Control Equipment Requirement

The programmable controller shall be an electronic unit to match those of the other programmable controllers and of a high quality i.e Levato, Deep Sea Electronics, Circom.

#### Logging of Events

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

Buffer erased on Mains on load Unit switched ON Unit switched OFF Low Fuel Level	97/04/17 at 07 H 44.34 97/04/17 at 07 H 44.29 97/04/17 at 06 H 30.55 97/04/16 at 23 H 26.55
Alternator on load Start attempts = 01 Mains phase 3 low Mains on load Unit Mode = Auto	97/04/16 at 21 H 44.53 97/04/16 at 21 H 44.21 97/04/04 at 09 H 59.21 97/04/04 at 09 H 59.17 97/04/04 at 09 H 50.00
Manual Stop Start attempts = 03 Manual Start Unit Mode = Manual Alt phase 1 min = 221 Alt phase 2 min = 224 Alt phase 3 min = 222 Alt phase 1 max = 236 Alt phase 2 max = 237	97/04/04 at 08 H 53.10 97/04/04 at 08 H 53.03
Alt phase 3 max = 238 Alternator off Mains on load Alternator on load Start attempts = 02	97/03/27 at 10H 31.03 97/03/27 at 10 H 29.03 97/03/27 at 10 H 06.14

#### • User Programmable

The controller will be user programmable on site via a menu system with clear prompts for the required data and shall incorporate the following parameters:

Enter the user access code ###

```
97/08/14 at 10H 27.58
System configuration for Unit no 1111
                                                     (0 = No
                                                                   1 = Yes
Current time is:
                                                                   1 = Yes
                                                     (0 = No
Is this a service
                                                     (02.0 - 50.0V)
Change this unit ID code?
                                                     (08.0 - 50.0V)
Low Battery crank level
                                                     (08.0 - 50.0V)
Low Battery standby level
High Battery standby level
Mains Low Voltage sense level
Mains High Voltage sense level
Alt Low Voltage sense level
                                                     (0001 - 4900 \text{ rpm})
Alt High Voltage sense level
                                                     (0001 - 4900 \text{ rpm})
Engine Under speed RPM
                                                     (0 = RPM, 1 = Alt)
Engine Over speed RPM
                                                     (001 - 180)
Speed Input
                                                     (0 = NO, 1 = NC)
Number of Flywheel Teeth
                                                     (0 = NO, 1 = NC)
Spare Sensor No 1
                                                     (0.5 to 60 seconds)
Spare Sensor No2
                                                     (0.5 to 30 seconds)
Start/Pre Heat Delay
                                                     (1 - 20)
Crank Time/Delay
                                                     (0.5 to 30 seconds)
Number of attempts to Start
                                                     (0.5 to 60 seconds)
Run up Delay
                                                     (0.5 to 30 minutes)
Load Transfer Delay
                                                     (0.5 to 30 minutes)
Mains Return Timer
                                                     (0 = NO.
                                                               1 =
                                                                      NC)
Run on Timer
                                                     (0 = NO,
                                                               1 =
                                                                      NC)
High Engine Temp. Sensor
                                                     (0 = NO,
                                                              1 =
                                                                      NC)
Low Oil Pressure Sensor
                                                              1 =
                                                     (0 = NO,
                                                                      NC)
Heater Fault Sensor
                                                               1 =
                                                                      NC)
                                                     (0 = NO,
Low Fuel Sensor
                                                               1 =
                                                     (0 = NO.
                                                                      NC)
No Fuel Sensor
                                                               1 =
                                                     (0 = NO.
                                                                      NC)
Manual Start switch
                                                     (0 = NO,
                                                              1 =
                                                                      NC)
Manual Stop switch
                                                     (0 = NO, 1 =
                                                                      NC)
Emergency Stop switch
                                                     (0 = Single, 1 = Three)
Alternator Charge Sensor
                                                     (0 = No. 1 =
                                                                     Yes)
Phase Fault Check
                                                     (0 = No, 1 =
                                                                     Yes)
Set the Date and Time
Change Unit Access Code
```

NO for normally open and NC for normally closed contracts.

#### CONTROL SYSTEM DC SUPPLY VOLTAGE

The control system must be able to operate with a minimum DC supply voltage of 4 volts (without making use of either an internal or an external auxiliary battery) to allow cranking and

starting under conditions of low battery capacity. Control cables between the set and the control panel shall be fitted with sockets for ease of undoing in the event the set has to be removed.

#### RS 232 SERIAL PORT

The control unit shall have an RS 232 serial port allowing various options to be added as listed below.

Equipment connected at each end of the RS 232 cable shall be adequately protected against transient over-voltages, lightning effects (particularly if the set and remote alarms are in separate buildings), switching surges, power system surges or mains and alternator borne noise/interference.

#### REMOTE ALARMS

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

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

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

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

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

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

This option must be capable of operating at a maximum distance of 50 m from the set.

# COMPUTER MODEM REMOTE CONTROL

The facility shall be provided a remote control system which can be interrogated and controlled from a remote computer using a modem connected to a Telkom telephone line or cell phone modem. This modem shall be a Wavecom "fast track" modem.

Real time status of the control system including any fault conditions, mains voltages on all phases, battery voltage and if the set is running alternator voltages on all phases and set RPM/frequency.

A facility to download the event log.

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

A facility to originate a call to the control cellular and to transfer a fault message should a warning or shutdown fault occur.

#### 18. SITE CONDITIONS

The site conditions are as follows:-

(a) Altitude above sea level : 1399m (To be verified on site by

contractor)

(b) Maximum temperature : 45°C

(c) Relative humidity at this temperature : 60% (To be verified on site by

contractor)

# 19. 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:-

(a) Voltage 400/230V/ 3 phase

(b) Rating (standby) : 40 kVA (c) Power factor : 0.9 (d) Frequency : 50Hz

The generating set shall be capable of accepting 70% of the specified site electrical output within 10 seconds after the starter motor is energized and the remaining 30%, 5 seconds thereafter, i.e. 100% load acceptance shall not exceed 15 seconds.

#### 20. THE ALARM DEVICE

The audible alarm and red light shall be of the weatherproof type and shall be installed on the exterior of the enclosure.

#### 21. FUEL DRIP TRAY

A galvanized or 3CR12 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 mild steel. The thickness of the drip tray sheet steel shall not be less than 2mm.

#### 22.1 SPECIFIED GENERATOR SET

#### 22.1.1 Engine

- Compact and extremely smooth running
- Low emission levels
- Quiet running low noise levels
- · Fast and easy all weather starting
- Convenient "one side" maintenance for easy economical servicing
- Direct injection system

# 22.1.2 Alternator

- Brushless
- Self exiting
- Automatic voltage regulation
- High motor starting capacity
- Excellent wave form for sensitive loads
- Full load recovery in less than 0.3 seconds

# 22.1.3 <u>Units</u>

- Compact sturdy skid base
- Large fuel tank integrated into base
- Circuit breaker protected alternator
- Compact for easy transport
- Custom designed panel
- Twelve month warranty on complete unit

#### 22.2 **GENERATOR SET SPECIFIED**

ALTERNATOR
Type
Power factor - %
Voltage regulation
Insulation
AC volts
Phase
Frequency
Standby power kVA
Prime power kVA
ENGINE
Type
Cooling system
Lubrication system
Starting system
Air cleaner
Instrumentation
No. of cylinders
Cylinder - Bore x stroke - mm
Displacement – cm³
Standby power – kW
Prime power – kW
UNIT (approximate)
Fuel tank capacity – liters
Fuel consumption – I/hr.
Continuous operating hours per fuel tank
(rated)
Dry mass - kg excluding enclosure
Dimensions (I x w x h) - mm

# 22.3 **GENERATOR SET OFFERED**

SCHEDULE OF INFORMATION (To be completed by Tenderer)

#### Α. **ENGINE**

NO.	ITEM	REMARKS
1.	Manufacturer's Name	
2.	Country of Origin	
3.	Manufacturer's model number and year of manufacture	
4.	Continuous sea level rating after allowing for ancillary equipment:	
5.	Percentage derating for site conditions, in accordance with SANS 8528 a) For altitude b) For temperature c) For humidity d) Total derating	
6.	Nett output on site in kW	
7.	Nominal speed in r.p.m.	
8.	Number of cylinders	
9.	Stroke per working cycle	
10.	Stroke in mm	
11.	Cylinder bore in mm	
12.	Swept volume in cm3	
13.	Mean piston speed in m/min	
14.	Compression ratio	
15.	Cyclic irregularity	
16.	Fuel consumption of the complete generating set on site in I/h of alternator output at:  a) Full load  b) 3/4 load  c) 1/2 load  NOTE:  A tolerance of 5% shall be allowed above the stated value of fuel consumption	

NO.	ITEM	REMARKS
17.	Make of fuel injection system	
18.	Capacity of fuel tank in liters	
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	
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 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?	

NO.	ITEM	REMARKS
38.	Diameter of exhaust pipe	
39.	Noise level 5m from unit in dB	
40.	Noise level at tail of exhaust pipe in dB	
41.	BMEP (4stroke) at continuous rating (kPA)	
42.	% Load acceptance to SANS 8528, with 10% transient speed droop	

# **B: 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.	Derating for site conditions	
9.	Input required in kW	
10.	Method of excitation	
11.	Efficiency at 0,8 power factor and:  a) Full load  b) 3/4 load  c) 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 tropicalized?
18.	Symmetrical short circuit current at terminals in Ampere
19.	Type of Coupling

# C. 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.	Ratio of current transformers	
10.	Make of hour meter	
11.	Range of cyclometer counter	
12.	Smallest unit shown on counter (Item 11)	
13.	Make of circuit breaker	
14.	Type of circuit breaker	
15.	Rating of circuit breaker in Amp and fault level in kA	
16.	Setting range of overload trips	
17.	Setting range of instantaneous trips	
18.	Make of change-over equipment	
19.	Make of voltage relay	
20.	Is control and protection equipment mounted on a small removable panel?	

21.	Type of control equipment
22.	Make of mains isolator
23.	Type of indicators for protective devices
24.	Make of rectifier
25.	Type of rectifier
26.	Is battery charging automatic?

NO.	ITEM	REMARKS
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 fee	

# D. 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.	
7.	Battery Charging Unit. Voltage and Amp rating	

# E. DIMENSIONS

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

F. DEVIATION FROM THE SPECIFICATION (State briefly)

NO.	DESCRIPTION
1	

G. GUARANTEE

NO.	ITEM	REMARKS
1.	Guarantee period in months	
2.	State conditions of guarantee	

H. 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	

I. SWITCHBOARD

NO.	ITEM	REMARKS
1.	Is manufacture of switchboard/control panel to be sub-let?	
2.	If yes, state name and address of specialist manufacturer	

4. DRAWINGS

# 4.1 DRAWING SCHEDULE

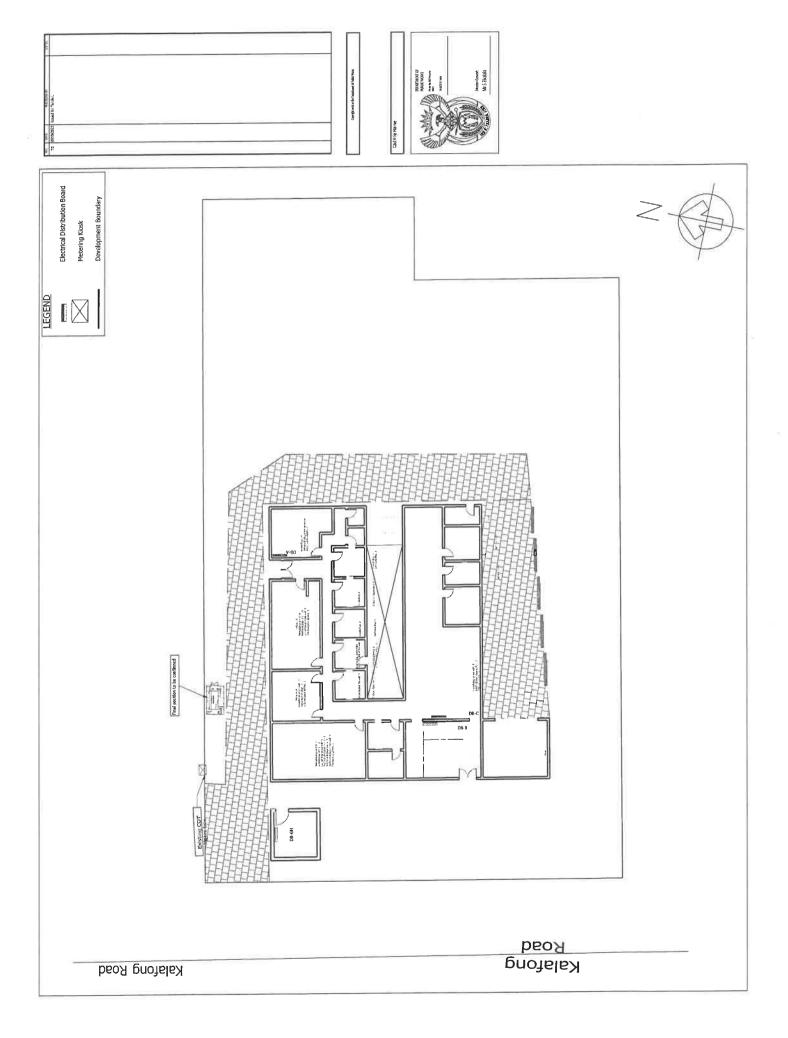
Drawing No.	Description	Revision	Remarks
EE 20238/1	Site Location Plan Electrical Layout	С	For Tender
EE 20238/ES1	Standby Generator Concrete Plinth Layout	С	For Tender
EE 20238/ES2	Standby Generator Foundation Layout	С	For Tender
	Existing		
EE 20238/D1	DB - A – Schematic (Main DB)	С	For Tender
EE 20238/D2	DB - B – Schematic (Sub-DB)	С	For Tender
EE 20238/D3	DB - C – Schematic (Sub-DB)	С	For Tender
EE 20238/D4	DB – GH Schematic (Gate House DB)	С	For Tender
	New		
EE 20238/D5	New DB - A 1– Schematic (Main DB)	С	For Tender
EE 20238/D6	DB – A (Upgraded)– Schematic (Main DB)	С	For Tender
EE 20238/D7	New DB - B – Schematic (Sub-DB)	С	For Tender
EE 20238/D8	DB – C (Upgrade) – Schematic (Sub-DB)	С	For Tender

# SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING EMERGENCY GENERATOR SET INCLUDING ELECTRICAL INSTALLATION

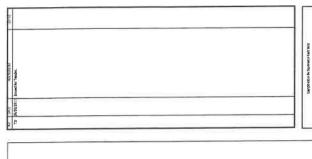
# 4.2 DRAWING ISSUE

Drawing No.	Description	Revision	Remarks
EE 20238/1	Site Location Plan Electrical Layout	С	For Tender
EE 20238/ES1	Standby Generator Concrete Plinth Layout	С	For Tender
EE 20238/ES2	Standby Generator Foundation Layout	С	For Tender
	Existing		
EE 20238/D1	DB - A – Schematic (Main DB)	С	For Tender
EE 20238/D2	DB - B – Schematic (Sub-DB)	С	For Tender
EE 20238/D3	DB - C – Schematic (Sub-DB)	С	For Tender
EE 20238/D4	DB – GH Schematic (Gate House DB)	С	For Tender
	New		
EE 20238/D5	New DB - A 1– Schematic (Main DB)	С	For Tender
EE 20238/D6	DB – A (Upgraded)– Schematic (Main DB)	С	For Tender
EE 20238/D7	New DB - B – Schematic (Sub-DB)	С	For Tender
EE 20238/D8	DB – C (Upgrade) – Schematic (Sub-DB)	С	For Tender

# 5. BILL OF QUANTITIES







120

SECTION A-A

3700

125

350





ATTERIDGEVILLE LABOUR CENTRE STANBY GENERATOR ELECTRICAL INSTALLATION SERVICES

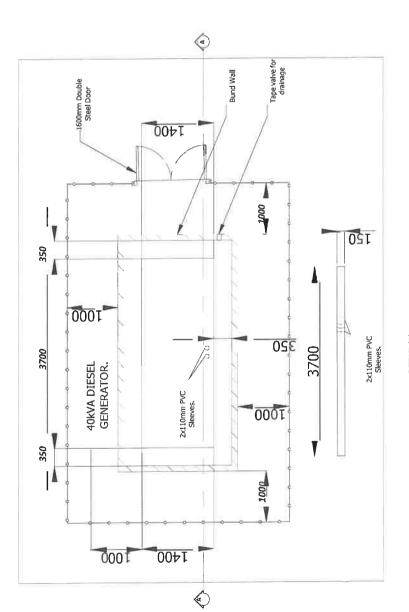
Disdpline

Ref. No 2323
Scale NTS
Date 04-09-2023
Type Muniber

Drawing Number EE 20238/ES1

WCS 056746

WCS number Drawing Tate



DETAIL 'A' STANDBY DIESEL GENERATOR CONCRETE PLINTH

FINAL POSITION SETTING OUT ON SITE TO BE WITH ENGINEER ON SITE. AGREED

