

DEPARTMENT OF PUBLIC WORKS

STANDARD CONDITIONS IN RESPECT OF THE SUPPLY-, DELIVERY AND
INSTALLATION OF ELECTRICAL -, MECHANICAL -, PNEUMATIC- AND VACUUM
OPERATED EQUIPMENT, CONTROL SYSTEMS, PLANT AND MATERIALS
SCHEDULED FOR INCLUSION IN ENGINEERING CONTRACTS.

1. TESTING, COMMISSIONING AND PRACTICAL COMPLETION:

1.1 TESTING AND COMMISSIONING:

After completion of the Works and before the issue of the Certificate of Practical Completion, a full test will be carried out on the installation for a period of sufficient duration to determine the satisfactory performance thereof. During this period the whole of the Works will be inspected and the Contractor shall make good, to the satisfaction of the Representative/Agent or Main Contractor, any deficiencies that may arise.

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

2. CONTRACTOR'S LIABILITY IN RESPECT OF DEFECTS:

2.1 Maintenance of installations

With effect from the date of the Certificate of the Practical Completion the Contractor shall at his own expense undertake the regular servicing of the installation during the twelve month Defects Liability Period and shall make all adjustments necessary for the correct operation thereof.

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

During the said period the Contractor shall, if called upon by the Representative/Agent or the Director-General, at his own expense replace the whole installation or such parts thereof as the Representative/Agent or Director-General may deem necessary with equipment specified by the Representative/Agent or the Director-General.

3. COMPULSORY COMPLIANCE WITH REGULATIONS:

- (a) The installation shall be erected and tested in accordance with the latest issues and amendments of the following Acts and regulations:
 - (i) SABS 0142: "Code of Practice for the Wiring of Premises",
 - (ii) the Occupational Health and Safety Act, 1993 (Act 85 of 1993),
 - (iii) the Local Government Act 1998 (Act 10 of 1998 (Gauteng), municipal by-laws and any special requirements of the local supply authority,
 - (iv) the Fire Brigade Services Act 2000 (Act 14 of 2000),
 - (v) the National Building Regulations and Building Standards Act 1996 (Act 29 of 1996),
 - (vi) the Post Office Act 1998 (Act 124 of 1998),
 - (vii) the Electricity Act 1996 (Act 88 of 1996)
 - (viii) the Regulations of the local Gas Board where applicable.

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- (ix) the National Water Act 1998 (Act no. 36 of 1998),
- (x) the Water Services Act 1997 (Act no. 108 of 1997),
- (xi) the General Authorizations (Water act),
- (xii) the Environmental Conservation Act 1998 (Act no. 73 of 1989),
- (xiii) the National Environmental Management Act 1998 (Act no. 107 of 1998) and
- (xiv) the Relevant SABS publications (such as for example SABS 252 parts 1 and 2, SABS 400, etc).

2.

ANNEXURE A

WCS_____

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

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

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

These net amounts will be adjusted as follows

FORMULA:

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

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

A = the amount (R) of adjustment

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

Y = exchange rate at the closing date of tender submission

Z = exchange rate on the date of payment.