



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

Department of Public Works and Infrastructure: Bloemfontein Regional Office: 18 President Brand Street, Bloemfontein, 9300. (T) 051 408 7335 (M) 060 748 9004

TENDER NO: BL24/005

**BLOEMFONTEIN DEPARTMENT OF PUBLIC WORKS:
INSTALLATION OF EMERGENCY BACK-UP POWER SUPPLY AT
HARRISMITH MAGISTRATE OFFICE.**

NAME OF TENDERER:

CIDB NO. :

APRIL 2024

RETURNABLE DOCUMENT

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VOLUME 1: TENDERING PROCEDURES

T1.1 Tender Notice and Invitation to Tender

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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

Project title:	DOJ Harrismith Magistrate Court: Installation of Emergency Back-Up Generator
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Tender no:	BL24/005	Reference no:	14/2/1/18/6722
Advertising date:	05 April 2024	Closing date:	30 April 2024
Closing time:	11:00	Validity period:	84 Calendar days

1. REQUIRED CIDB GRADING

It is estimated that tenderers should have a CIDB contractor grading designation of **3 ME** or **3 EB*** or higher.
** Delete "or select tender value range select class of construction works" where only one class of construction works is applicable*

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

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

2. FUNCTIONALITY CRITERIA APPLICABLE YES NO

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

Functionality criteria ¹ :	Weighting factor:
N/A	N/A
Total	100 Points

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

Minimum functionality score to qualify for further evaluation:	N/A
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(Total minimum qualifying score for functionality is 50 Percent, any deviation below or above the 50 Percent, provide motivation below)

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

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

N/A

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

<input type="checkbox"/> Method 1 (Financial offer)	<input checked="" type="checkbox"/> Method 2 (Financial and Preference offer)
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3.1. Indicate which preference points scoring system is applicable for this bid:

<input checked="" type="checkbox"/> 80/20 Preference points scoring system	<input type="checkbox"/> 90/10 Preference points scoring system	<input type="checkbox"/> Either 80/20 or 90/10 Preference points scoring system
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4. RESPONSIVENESS CRITERIA

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

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

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

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

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

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

<input checked="" type="checkbox"/>	<p>5.1. For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable.</p> <p>Table 1</p> <table border="1"> <thead> <tr> <th>Serial No</th> <th>Specific Goals</th> <th>Preference Points Allocated out of 20</th> <th>Documentation to be submitted by bidders to validate their claim</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>An EME or QSE which is at least 51% owned by black people (Mandatory)</td> <td>10</td> <td> <ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. </td> </tr> <tr> <td>2.</td> <td> Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory) <i>FREE STATE PROVINCE</i> </td> <td>2</td> <td> <ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder. Or <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. Or <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or <ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder. </td> </tr> <tr> <td>3.</td> <td>An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)</td> <td>4</td> <td> <ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. </td> </tr> <tr> <td>4.</td> <td>An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)</td> <td>2</td> <td> <ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and </td> </tr> </tbody> </table>			Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim	1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. 	2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory) <i>FREE STATE PROVINCE</i>	2	<ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder. Or <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. Or <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or <ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder. 	3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. 	4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and
Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim																				
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. 																				
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory) <i>FREE STATE PROVINCE</i>	2	<ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder. Or <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. Or <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or <ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder. 																				
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4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and																				

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".

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



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

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

Table 2

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p>

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

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

6. BID EVALUATION METHOD

This bid will be evaluated according to the preferential procurement model in the PPPFA: (Tick applicable preference point scoring system)

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".

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Effective date: 21 July 2023

Version: 2023/08

<input checked="" type="checkbox"/> 80/20 Preference points scoring system	<input type="checkbox"/> 90/10 Preference points scoring system	<input type="checkbox"/> Either 80/20 or 90/10 Preference points scoring system
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In case where below/above R 50 000 000 is selected, the lowest acceptable tender will be used to determine the applicable preference point system.

7. ELIGIBILITY IN RESPECT OF RISK TO THE EMPLOYER:

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

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

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

7.1 Technical risks:

Criterion 1: Experience on comparable projects during the past 10 years.

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

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

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

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

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

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

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

Criterion 3: Suitably qualified and appropriately experienced human resources

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

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

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

7.2 Commercial risks:

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

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

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

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

(a)	Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(b)	Minimum Targeted Local Building Material Suppliers Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(c)	Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(d)	cidb BUILD Programme: Minimum Targeted Enterprise Development Contract Participation Goal in accordance with the cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(e)	cidb BUILD Programme: Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 48491 of 28 April 2023 and the cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.– Condition of Contract	Not applicable
(f)	DPWI National Youth Service training and development programme (NYS) – Condition of Contract.	Not applicable
(g)	Labour Intensive Works – Condition of Contract.	Not applicable
(h)		Not applicable
(i)		Not applicable

9. COLLECTION OF TENDER 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 18 President Brand Street, Bloemfontein, 9301. A non-refundable bid deposit of R 100.00 is payable (cash only) on collection of the bid documents.

10. SITE INSPECTION MEETING

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

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

Attendance of said pre- tender site inspection meeting is **not compulsory**

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

Venue:	N/A		
Virtual meeting link:	N/A		
Date:	N/A	Starting time:	N/A

11. ENQUIRIES

11.1. Technical enquiries may be addressed to:

DPWI Project Manager	Abrie Visser	Telephone no:	051 408 7335
Cellular phone no	060 748 9004	Fax no:	N/A
E-mail	Abrie.visser@dpw.gov.za		

11.2. SCM enquiries may be addressed to:

SCM Official	Mvelisi Mnyaka	Telephone no:	051 408 7369
Cellular phone no	N/A	Fax no:	N/A
E-mail	mvelisi.mnyaka@dpw.gov.za		

12. DEPOSIT / RETURN OF TENDER DOCUMENTS

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

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

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

<p>Tender documents may be posted to:</p> <p>The Director-General Department of Public Works and Infrastructure Private Bag X 20605 BLOEMFONTEIN 9301</p> <p>Attention: Procurement section: Room 233</p>	OR	<p>Deposited in the tender box at:</p> <p>18 President Brand Street Public Works Building BLOEMFONTEIN ROOM 233</p>
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T1.2 Tender Data

DPW-03 (EC): TENDER DATA

Project title:	<i>DOJ Harrismith Magistrate Office: Installation of Emergency back-up Generator</i>
Reference no:	14/1/2/185/6722

Tender / Quotation no:	BL24/005	Closing date:	30 April 2024
Closing time:	11:00	Validity period:	12 Weeks (84 Calender days)

Clause number:	
	<p>The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement as per Government Notice No. 423 published in Government Gazette No. 42622 of 8 August 2019 and as amended from time to time. (see www.cidb.org.za).</p> <p>The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.</p> <p>Each item of data given below is cross-referenced to the clause marked "C" in the above mentioned Standard Conditions of Tender.</p>
C.1.1	The employer is the Government of the Republic of South Africa in its Department of Public Works and Infrastructure.
C.1.2	<p>For this contract the three volume approach is adopted.</p> <p>This procurement document has been formatted and compiled under the headings as contained in the CIDB's "Standard for Uniformity in Construction Procurement."</p> <p>The three volume procurement document issued by the employer comprises the following:</p> <p>Volume 1: Tendering procedures T1.1 - Notice and invitation to tender (PA-04 EC) T1.2 - Tender data (DPW-03 EC)</p> <p>Volume 2: Returnable documents T2.1 - List of returnable documents (PA-09 EC) C1.1 - Form of offer and acceptance (DPW-07 EC) C1.2 – Contract Data T2.2 - Returnable schedules</p> <p>Volume 3: Contract Part C1: Agreement and contract data C1.2 - Contract data (Part 1: Data provided by employer) (DPW-04 EC or DPW-05 EC) C1.3 - Form of guarantee (DPW-10.1 EC / DPW-10.3EC or DPW-10.2 EC/DPW-10.4 EC)</p> <p>Part C2: Pricing data C2.1 - Pricing Assumptions (PG-02.2 EC or PG-02.1EC) C2.2 - Bills of Quantities / Lump sum document (if not a returnable document)</p> <p>Part C3: Scope of work C3 - Scope of work (PG-01.2 EC or PG-01.1EC)</p> <p>Part C4: Site information C4 - Site information (PG-03.2 EC or PG03.1EC)</p>



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C.1.4	The Employer's agent is:	
	Name:	Abrie Visser
	Capacity:	Departmental Project Manager
	Address:	18 President Brand Street
	Tel:	051 408 7335
	Fax:	Insert fax of agent
	E-mail:	abrie.visser@dpw.gov.za
C.2.1 C.3.11	<p>A. <u>ELIGIBILITY IN RESPECT OF CIDB REGISTRATION:</u></p> <p>The following tenderers who are registered with the CIDB, or are *capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated (* tenderers who are capable of being so registered, or who have applied for registration but have not yet received confirmation of such registration, must provide, <u>with this tender</u>, acceptable documentary proof thereof):</p> <p>a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a 3 ME or 3 EB** class of construction work; and</p> <p>b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above: Not applicable</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the 3 ME or 3 EB** class of construction work; and 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations for a 3 ME or 3 EB** class of construction work <p>** Delete "or select tender value range select class of construction works" where only one class of construction works is applicable</p>	
<p>A contract will be entered into with a tenderer who has in his employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff: Not applicable</p>		

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



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

Table 2

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

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



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

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

Table 3

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted in bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

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

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

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E. ELIGIBILITY IN RESPECT OF RISK TO EMPLOYER:

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

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

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

E.1 Technical risks:

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

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

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

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

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

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

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

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

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<p>C.2.12</p>	<p>If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements. A tenderer may submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. Provided that the tenderer's main tender offer is according to specification and would under normal circumstances be recommended for acceptance, his alternative tender offer may also be considered for the purpose of the award of the contract.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.</p> <p>Alternative tender offer permitted: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>
<p>C.2.13.2</p>	<p>The list of Returnable Documents identifies which of the documents a tenderer must complete when submitting a tender offer. The tenderer must submit his tender offer by completing the Returnable Documents, signing the "Offer" section in the "Form of Offer and Acceptance" and delivering the Returnable Documents back to the Department.</p>
<p>C.2.13.5</p>	<p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as per Notice and Invitation to Tender T1.1.</p>
<p>C.2.13.6 C.3.5</p>	<p>A two-envelope procedure will not be followed.</p>
<p>C.2.15</p>	<p>The closing time for submission of tender offers is as per Notice and Invitation to Tender T1.1.</p>
<p>C.2.16</p>	<p>The tender offer validity period is as per Notice and Invitation to Tender T1.1.</p>
<p>C2.16.3</p>	<p>Omit the wording of the last sentence for those projects which are subject to CPAP</p>
<p>C.2.18</p>	<p>The tenderer will be required to submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts):</p> <p><input checked="" type="checkbox"/> Together with his tender; or <input type="checkbox"/> The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender and thereafter submit the fully completed Bills of Quantities within fourteen (14) calendar days of the date requested to do so prior to the award of the contract.</p>
<p>C.2.19</p>	<p>Access shall be provided for inspections, tests and analysis as may be required by the Employer.</p>
<p>C.3.4.1 C.3.4.2</p>	<p>The location for opening of the tender offers, immediately after the closing time thereof shall be at: 18 President Brand street, Bloemfontein, 9300</p>
<p>C.3.8</p>	<p>The words "responsive tender" and "acceptable tender" shall be construed to have the same meaning.</p>

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

5



public works

Department:
Public Works
REPUBLIC OF SOUTH AFRICA

Further Conditions of Tender (Extension of DPW03)

COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT (COIDA):

In compliance with the Compensation for Occupational Injuries and Diseases Act (COIDA), site handover to the successful bidder will only take place once he/she has provided a valid "Proof of Registration" or "letter of Good Standing" issued by the Compensation Commissioner, clearly specifying the nature of business which must be within the relevant category.

SECURITY CLEARANCE:

In compliance with the Department's Internal Security Policy drafted in terms of the Minimum Information Security Standards (MISS) and other security legislation, no service provider shall render any service to the Department without the necessary security clearance. Bidders will thus be subjected to Security Clearance checks undertaken by the Department.

The Department reserves the right to cancel an award/contract should the bidder fail to pass the Security Clearance check. Any adverse outcome could result in the contract being terminated, without prejudice to the department."

QUALIFICATION OF PERSON UNDERTAKING ELECTRICAL WORK:

Site handover to the successful bidder will only take place once he/she has submitted acceptable proof of accreditation with the department of labour for the person undertaking any electrical work and which person will thereafter issue the Electrical Certificate of Compliance.

SUBMISSION OF BBBEE CERTIFICATE:

*To claim Preference Points the Bidder MUST submit an original or certified copy of BBBEE certificate.

*This certificate MUST be issued by SANAS accredited verification agent.

**VOLUME 2:
RETURNABLE
DOCUMENTS**

T2.1 List of Returnable Documents

PA-09 (EC): LIST OF RETURNABLE DOCUMENTS

Project title:	DOJ Harrismith Magistrate Court: installation of Emergency Back-up Generator		
Tender / Quote no:	BL24/005	Reference no:	14/2/1/18/6722
Receipt Number:			

1. RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

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

Tender document name	Number of pages issued	Returnable document
Form of Offer and Acceptance (DPW-07 EC)	4 Pages	Yes
Declaration of Interest and Tenderer's Past Supply Chain Management Practices (PA-11)	30 Pages	Yes
Resolution of Board of Directors (PA-15.1) (if applicable)	2 Page	Yes
Resolution of Board of Directors to enter into Consortia or JV's (PA-15.2) (if applicable)	2 Pages	Yes
Special Resolution of Consortia or JV's (PA-15.3) (if applicable)	3 Pages	Yes
Preference points claim form in terms of the Preferential Procurement Regulations 2017 (PA – 16)	10 Pages	Yes
Certificate of independent Bid Determination (PA - 29)	4 Pages	Yes
Declaration Certificate for Local Production and Content for designated sectors (PA – 36 and Annexure/s C)	N/A	Yes
Fully completed Declaration of Designated Groups for Preferential Procurement (PA 40)	2 Pages	Yes
Registration on National Treasury's Central Supplier Database (CSD).	- N/A	Yes
Particulars of Tenderer's Projects (DPW-09 EC)	2 Pages	Yes
Site Inspection Meeting Certificate (DPW-16 EC) (if applicable).	1 Page	N/A
Record of attending compulsory virtual bid clarification / site inspection meeting (if applicable).	1 Page	N/A
Record of Addenda to tender documents (DPW-21 EC)	1 Page	Yes
Site Inspection Meeting Certificate (DPW-16 EC) (if applicable)	1 Page	N/A
Proof of 30% Subcontracting participation and related documents in terms of the Preferential Procurement Regulations 2017 (if applicable).		

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

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2. ADDITIONAL RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

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

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

3. RETURNABLE DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

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

Tender document name	Number of pages issued	Returnable document
Schedule of proposed sub-contractors (DPW-15 EC) (<i>if applicable</i>)	1 Page	Yes
Particulars of Electrical Contractor (DPW-22 EC) (<i>if applicable</i>)	1 Page	Yes
Mechanical / Electrical / Security Work material and equipment schedules (<i>if applicable</i>)	29 Pages	Yes
Schedule for Imported Materials and Equipment (DPW-23 EC) (<i>if applicable</i>)	1 Page	Yes

4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

(Insert a tick in the "Returnable document" column to indicate which documents must be returned with the tender)

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

Tender document name	Number of pages issued	Returnable document
Priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts)	25 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Fully priced and completed sectional summary- and final summary pages with the tender.	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>insert document name</i>	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>insert document name</i>	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>insert document name</i>	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No

Tender no: **BL24/005**

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

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

Signed by the Tenderer:

Name of representative	Signature	Date

C1.1 Form of Offer and Acceptance

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

Project title:	<i>DOJ Harrismith Magistrate: Installation of Emergency Back-Up Generator</i>		
Tender / Quotation no:	<i>BL24/005</i>	Reference no:	<i>14/2/1/18/6722</i>

OFFER

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

DOJ Harrismith Magistrate: Installation of Emergency Back-Up Generator

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

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

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

Rand (in figures) R

Rand (in words).....

.....

.....

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

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

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

Company or Close Corporation:

.....

.....

And: Whose Registration Number is:

.....

And: Whose Income Tax Reference Number is:

.....

CSD supplier number:.....

OR

Natural Person or Partnership:

.....

.....

Whose Identity Number(s) is/are:

.....

Whose Income Tax Reference Number is/are:

.....

..

CSD supplier number:.....

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

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

Tender / Quotation no: Error! Reference source not found.

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

SIGNED FOR THE TENDERER:

Name of representative	Signature	Date

WITNESSED BY:

Name of witness	Signature	Date

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

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

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

SECURITY OFFERED:

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

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

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

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

Tender / Quotation no: Error! Reference source not found.

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

.....

Other Contact Details of the Tenderer are:

Telephone No..... Cellular Phone No.

Fax No

Postal address

Banker Branch.....

Registration No of Tenderer at Department of Labour

CIDB Registration Number:

ACCEPTANCE

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

The terms of the contract are contained in:

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

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

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

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

For the Employer:

Name of signatory	Signature	Date

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

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

Tender / Quotation no: Error! Reference source not found.

Name of Organisation:	Department of Public Works and Infrastructure
Address of Organisation:	

WITNESSED BY:

Name of witness	Signature	Date

Schedule of Deviations

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

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

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

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

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

C2.2 Provisional Bills of Quantities

DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

Comprising of:

Section 1 - Preliminaries and General

Section 2 - Generator Installation

Section 3 - Electrical Installation

Section 4 - Final Summary

DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

Comprising of:

Section 1 - Preliminaries and General

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Section 4 - Final Summary

SECTION 1: PRELIMINARIES AND GENERAL



Department
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

**HARRISMITH MAGISTRATE COURT GENERATOR INSTALLATION
ELECTRICAL ENGINEERING SERVICES**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	PART 1A: PRELIMINARY AND GENERAL				
	The agreement is to be the General Conditions of Contract (GCC 2015) (Third Edition), Published by the SA Institution of Civil Engineering.				
	The preliminaries are to be the Construction and management requirements for works contracts - Part 1: General engineering and construction works (SANS 1921 -1: 2004 Edition 1) prepared by Standards South Africa and shall be deemed to be incorporated herein.				
	Tenderers are referred to the abovementioned documents for the full intent and meaning of each clause thereof (hereinafter referred to by heading and clause number only) for which such allowance must be made as may be considered necessary.				
	Where standard clauses or alternatives are not entirely applicable to this contract such modifications, corrections or supplements as will apply are given under each relevant clause heading.				
	Where any item is not relevant to this specific contract such items is marked N/A (signifying "not applicable").				
	Adjustment of the preliminaries: each item priced, is to be allocated to one or more of the three categories, where "F" denotes a fixed amount (amount not to be varied), "V" denotes an amount variable in proportion to value and "T" denotes an amount in proportion to time.				
	Time (T) related Preliminaries will only be adjusted for omissions or additions, issued by the Employer, or delays caused by the Employer, for which variation and extension of time has been granted.				
	SECTION A: GENERAL CONDITIONS OF CONTRACT				
A1	General (Clause 1)				
	F: V: T:	Item	1		
A2	Basis of Contract (Clause 2)				
	F: V: T:	Item	1		
A3	Engineer (Clause 3)				
	F: V: T:	Item	1		
	CARRIED FORWARD				

SECTION 1: PRELIMINARIES AND GENERAL



Department
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**HARRISMITH MAGISTRATE COURT GENERATOR INSTALLATION
ELECTRICAL ENGINEERING SERVICES**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWARD				
A4	Contractor's General Obligation (Clause 4)				
	F: V: T:	Item	1		
A5	Time and Related Matters (Clause 5)				
	F: V: T:	Item	1		
A6	Payment and Related Matters (Clause 6)				
	F: V: T:	Item	1		
A7	Quality and Related Matters (Clause 7)				
	F: V: T:	Item	1		
A8	Risk and Related Matters (Clause 8)				
	F: V: T:	Item	1		
A9	Termination of Contract (Clause 9)				
	F: V: T:	Item	1		
A10	Claims and Disputes (Clause 10)				
	F: V: T:	Item	1		
SECTION B: SANS 1921-1:2004 (Edition 1): CONSTRUCTION AND MANAGEMENT REQUIREMENTS FOR WORKS CONTRACTS: PART 1					
B1	Scope				
	F: V: T:	Item	1		
B2	Normative references				
	F: V: T:	Item	1		
B3	Definitions				
	F: V: T:	Item	1		
B4	Requirements for construction and management				
	F: V: T:	Item	1		
B4.1	General				
	F: V: T:	Item	1		
B4.2	Responsibilities for design and construction				
	F: V: T:	Item	1		
	CARRIED FORWARD				

SECTION 1: PRELIMINARIES AND GENERAL



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ELECTRICAL ENGINEERING SERVICES**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWARD				
B4.3	Planning, programme and method statements				
	F: V: T:	Item	1		
B4.4	Quality assurance				
	F: V: T:	Item	1		
B4.5	Settling out				
	F: V: T:	Item	1		
B4.6	Management and disposal of water				
	F: V: T:	Item	1		
B4.7	Blasting				
	F: V: T:	Item	1		
B4.8	Works adjacent to services and structures				
	F: V: T:	Item	1		
B4.9	Management of the works and site				
	F: V: T:	Item	1		
B4.10	Earthworks				
	F: V: T:	Item	1		
B4.11	Testing				
	F: V: T:	Item	1		
B4.12	Materials, samples and fabrication drawings				
	F: V: T:	Item	1		
B4.13	Equipment				
	F: V: T:	Item	1		
B4.14	Site establishment				
	F: V: T:	Item	1		
B4.15	Survey control				
	F: V: T:	Item	1		
	CARRIED FORWARD				

SECTION 1: PRELIMINARIES AND GENERAL



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ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWARD				
B4.16	Temporary works				
	F: V: T:	Item	1		
B4.17	Existing services				
	F: V: T:	Item	1		
B4.18	Health and safety				
	F: V: T:	Item	1		
B4.19	Environmental requirements				
	F: V: T:	Item	1		
B4.20	Alterations, additions, extensions and modifications to existing works				
	F: V: T:	Item	1		
B4.21	Inspection of adjoining structures, services, buildings and property.				
	F: V: T:	Item	1		
B4.22	Attendance on nominated and selected subcontractors				
	F: V: T:	Item	1		
	SECTION C: SCOPE OF WORK IN ACCORDANCE WITH SANS 10403				
	(The reference to clauses refer to table B.1 of SANS 1921-1:2004)				
C1	Certification by recognised bodies - (Clause 4.4)				
	F: V: T:	Item	1		
C2	Agreement - (Clause 4.5)				
	F: V: T:	Item	1		
C3	Other services and facilities - (Clause 4.8)				
	F: V: T:	Item	1		
	CARRIED FORWARD				

SECTION 1: PRELIMINARIES AND GENERAL



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ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWARD				
C4	Recording of weather - (Clause 5.2)				
	F: V: T:	Item	1		
C5	Management meetings - (Clause 5.3)				
	F: V: T:	Item	1		
C6	Daily records - (Clause 5.6)				
	F: V: T:	Item	1		
C7	Permits - (Clause 5.9)				
	F: V: T:	Item	1		
C8	Proof of compliance with the law - (Clause 5.10)				
	F: V: T:	Item	1		
SECTION D: SPECIFICATION DATA ASSOCIATED WITH SANS 1921-1:2004 (Table A.1)					
D1	Requirements for drawings, information and calculations for which the contractor is responsible - (Clause 4.1.7)				
	F: V: T:	Item	1		
D2	The planning, programme and method statements- (Clause 4.3)				
	F: V: T:	Item	1		
D3	Samples of materials. Workmanships and finishes - (Clause 4.12.1)				
	F: V: T:	Item	1		
D4	Fabrication drawings that the contractor is to provide and deliver to the employer - (Clause 4.12.2)				
	F: V: T:	Item	1		
D5	Office for the foreman - (Clause 4.14.3)				
	F: V: T:	Item	1		
	CARRIED FORWARD				

SECTION 1: PRELIMINARIES AND GENERAL



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ELECTRICAL ENGINEERING SERVICES**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWARD				
D6	Telephone - (Clause 4.14.3)				
	F: V: T:	Item	1		
D7	Office for inspector of works - (Clause 4.14.3)				
	F: V: T:	Item	1		
D8	Telephone in office for inspector of works - (Clause 4.14.3)				
	F: V: T:	Item	1		
D9	Provision and erection of signboards - (Clause 4.14.6)				
	F: V: T:	Item	1		
D10	Termination, diversion or maintenance of existing services - (Clause 4.17.1)				
	F: V: T:	Item	1		
D11	Services which are known to exist - (Clause 4.17.3)				
	F: V: T:	Item	1		
D12	Detection apparatus - (Clause 4.17.4)				
	F: V: T:	Item	1		
D13	Additional health and safety requirements - (Clause 4.18)				
	F: V: T:	Item	1		
	SECTION E: SPECIFIC PRELIMINARIES				
	(Section E contains specific preliminaries items which apply to this contract except where "N/A" (Not applicable) appears against the item.				
E1	WORKING OVER THE WEEKEND				
	Contractor to make allowance to work over the weekend in order to allow for the disconnection of utilities and the connection of the generator. The weekend to be used for disconnection and connection and must be communicated to the Department two weeks in advance.				
	F: V: T:	Item	1		
	CARRIED FORWARD				

SECTION 1: PRELIMINARIES AND GENERAL



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ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWARD				
E2	SITE INSTRUCTIONS				
	Site instructions issued on site are to be recorded in triplicate in a Site Instruction book which is to be maintained on site by the Contractor				
	F: V: T:	Item	1		
E3	PLANT RECORD				
	At every site meeting, the Contractor shall provide the Engineer/Principal agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the works.				
	F: V: T:	Item	1		
E4	SITE OFFICE				
	The Contractor is to allow for the provision and removal of a site office in accordance with the Principal Agent's requirements. To accommodate 6 persons.				
	F: V: T:	Item	1		
E5	TRADE NAMES				
	Wherever a Trade Name for any product has been described in the Bill of Quantities, the Bidder's attention is drawn to the fact that any other product of equal quality may be used, subject to the written approval of the Principal Agent being obtained prior to the closing date for the submission of the Bids.				
	F: V: T:	Item	1		
E6	INACCURATE AND DEFECTIVE WORK EXECUTED UNDER PREVIOUS CONTRACT				
	The contractor shall, after taking possession of the site and before commencing the work, check all levels, liners, profiles and the like and satisfy himself as to the dimensional accuracy of all work executed under the previous contract which may affect his work.				
	Should any inaccurate or detective work be found, the contractor shall immediately notify the principal agent in writing requesting his instructions with regard thereto and afford every facility to those rectifying such inaccurate or defective work.				
	F: V: T:	Item	1		
	CARRIED FORWARD				

SECTION 1: PRELIMINARIES AND GENERAL



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ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWARD				
E7	VIEWING THE SITE IN SECURITY AREAS If the site is situated in a security area and the bidder must arrange with the Authorities to obtain permission to enter the site for Bidding purposes.				
	F: V: T:	Item	1		
E8	COMMENCEMENT OF WORKS IN SECURITY AREAS If the works falls within a security area, the contractor must arrange with the Authorities and give the necessary notices before commencement of the works. Should the contractor fail to make such arrangements, admission to the site may be refused and any additional costs will be for the contractor's account.				
	F: V: T:	Item	1		
E9	ENTRANCE PERMITS TO SECURITY AREAS If the works falls within a security area, the contractor shall obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which be issued from the time to time regarding the protection of persons and property under the control of the Authority.				
	F: V: T:	Item	1		
E10	PROHIBITION ON TAKING PHOTOGRAPHS In terms of article 119 of the Defence Act, 44 of 1957, it is prohibited to sketch or to take photographs of any military site or installation or any building or civil works thereon or to be in possession of a camera or other apparatus used for taking photographs, except when authorised thereto by or on behalf of the Minister The same prohibition is also applicable to all Correctional Institutions in terms of article 44.1 of the Correctional Services Act 8 of 1959.				
	F: V: T:	Item	1		
E11	TOILET FACILITIES Allow for the supply and removal of portable toilet facilities. The contractor is to maintain the cleanliness of the facilities throughout the contract period. The contractor must provide enough toilets for his/her entire workforce.				
	F: V: T:	Item	1		
	CARRIED FORWARD				

SECTION 1: PRELIMINARIES AND GENERAL



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ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWARD				
E12	MANAGEMENT OF WATER Water for Construction purposes must be obtained from alternative water sources (i.e. supply other than water that is produced and distributed by a regulated water service authority from a licensed water treatment works for human consumption), e.g. dams, rivers, boreholes, springs, rainwater harvesting, recycled sewerage water, etc. The alternative water source shall not be of an inferior quality/ standard than that required for construction purposes. The client reserves the right through his agents to test such supplies or request certificates confirming the grade and nature of the water supply. Relevant knowledge of the respective area will be an advantage.				
	F: V: T:	Item	1		
E13	OCCUPATIONAL HEALTH AND SAFETY ACT & CONSTRUCTION REGULATIONS It is required of the Contractor to thoroughly study the Health and Safety specification that must be read together with and is deemed to be incorporated under this section of the Bill of Quantities. Provision for pricing thereof is made under items E12.1 to E12.15 hereafter and it is explicitly pointed out that all requirements of the aforementioned specification are deemed to be priced hereunder, as the said items represent the only method of measurement and no additional items or extras to the contract in this regard shall be entertained. The contractor must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety specification is compulsory. In the event of partial or total non-compliance, the Principal Agent, notwithstanding the provisions of Clause 6 of Section 1: Preliminaries (Part A) or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the Contractor provides satisfactory proof of compliance. The Contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment. All references hereafter are to Regulations of the Construction Regulations, 2003 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993).				
	CARRIED FORWARD				

SECTION 1: PRELIMINARIES AND GENERAL



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ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWARD				
E13.4	HEALTH AND SAFETY FILE (Construction Regulation 5.7) The contractor shall ensure that a health and safety file, which shall include all documentation required in terms of health and safety specification, the Act and the Construction Regulations, is opened and kept on site and made available to the Principal Agent or inspector upon request. Upon completion of the works, the contractor shall hand over a consolidated health and safety file to the principal agent.				
	F: V: T:	Item	1		
E13.5	SUPERVISION OF CONSTRUCTION WORK (Safety officers) (Construction Regulation 6) The Contractor shall appoint a full-time competent employee in writing as the construction supervisor, with the duty of supervising the construction work. The Contractor shall appoint a full-time or part-time construction safety officers in writing to assist in the control of all safety related aspects on the site. Such appointments are required to ensure that at all times the requirements of the Act and Construction Regulations are adhered to. Refer to Regulation 6.				
	F: V: T:	Item	1		
E13.6	RISK ASSESSMENT AND SAFETY POLICY (Construction Regulation 7) Before commencing work the Contractor shall cause a risk assessment to be performed by a competent person appointed in writing and the risk assessment shall form part of the health and safety plan. A copy of the risk assessment shall be available on site at all times for inspection. The Contractor shall at all time carry out the works in a manner to avoid the risk of bodily harm to persons or risk of damage to any property. He shall take all precautions regarding training of employees in any hazards and the related work procedures, health and safety induction training of employees, visitors or any other persons entering the site and provide personal protective equipment to all employees and visitors to site which are necessary and adequate to eliminate any conditions which contribute to the risk of injury to persons or damage to property in terms of Regulation 7.				
	F: V: T:	Item	1		
	CARRIED FORWARD				

SECTION 1: PRELIMINARIES AND GENERAL



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ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWARD				
E13.7	SIGNIFICANT HAZARD IDENTIFICATION RISK ASSESSMENT PREPARED BY THE DESIGN CONSULTANTS The Contractor shall allow for additional financial provision, if any, to take the necessary precautions regarding the significant hazards and risks identified and assessed by the design consultants. F: V: T:	Item	1		
E13.8	ADDITIONAL FINANCIAL PROVISION The Contractor shall allow for additional financial provision, if any, to comply with the requirements of the Occupational Health and Safety Act (Act No 85 of 1993) and the Construction Regulations issued there under which have not been specifically elsewhere. F: V: T:	Item	1		
E13.9	FALL PROTECTION PLAN (Construction Regulation 8) The Contractor shall, before commencing any construction work submit a fall protection plan identified all steps to be taken in order to ensure the continued adherence to the fall protection plan and shall include a risk assessment of all work carried out from a relevant position. The fall protection plan shall form part of the health and safety plan and file. F: V: T:	Item	1		
E13.10	PHYSICAL AND PSYCHOLOGICAL FITNESS (Construction Regulation 8.2 (b)) The Contractor and sub-contractor shall before commencing any construction work submit proof of his employees that shall carried out work from an elevated position their physical and psychological fitness and shall be recorded in the health and safety file. F: V: T:	Item	1		
	CARRIED FORWARD				

SECTION 1: PRELIMINARIES AND GENERAL



Department
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

**HARRISMITH MAGISTRATE COURT GENERATOR INSTALLATION
ELECTRICAL ENGINEERING SERVICES**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWARD				
E13.11	CONSTRUCTION VEHICLES AND MOBILE PLANT (Construction Regulations 21) The Contractor and sub-contractors shall ensure that all operated workers received training and been certified competent to operate such vehicles, and are physical and psychological fit to operate such construction vehicles and mobile plants and shall be recorded in the health and safety file. F: V: T:	Item	1		
E13.12	TRAINING (Construction Regulation 8 (c)) The Contractor and sub-contractor shall, before commencing any construction work, submit his training program of all his employees. This program shall form part of the health and safety plan. F: V: T:	Item	1		
E13.13	DEMOLITION WORK (Construction Regulations 12) The Contractor shall, before any demolition work shall be carried out, submit all methods of demolition to be used. This method shall form part of the health and safety plan and file. F: V: T:	Item	1		
E13.14	REMOVAL AND DISPOSAL OF ASBESTOS MATERIAL (Asbestos Regulation) The principle contractor shall appoint a contractor that is registered with the Department of Labour as an AIA. The contractor must allow for: NOTIFICATION OF ASBESTOS PROCESSING PERSONAL PROTECTIVE EQUIPMENT PACKAGING AND TRANSPORT AND STORAGE TO DISPOSAL SITE DEMOLITION WORK LABELLING, INFORMATION, ETC. F: V: T:	Item		N/A	
	CARRIED FORWARD				

SECTION 2: BACKUP GENERATOR INSTALLATION



Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

HARRISMITH MAGISTRATE COURT GENERATOR INSTALLATION
ELECTRICAL ENGINEERING SERVICES

TENDER NUMBER:

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
1,1	EMERGENCY STANDBY GENERATOR ENGINE Supply, Deliver, install and commissioning of standby generator complete in canopy as specified for the following sizes: The Engine shall be a Diesel Fuelled, liquid cooled, compression ignition, direct injection type as complying with SANS 8528. The cooling system shall be thermostatically controlled entirely self-contained and shall consist of a radiator, fan and Circulation pump as per DPWI specification. <u>The following from part of genset:</u> Water jacket heater, fuel level indicator, fire fuse link shut off system, drip tray, battery charger, battery charger amp meter, canopy lights, fuel filling electric pump, Anti vibration mounts. (Refer to supplementary specifications for full details of generator set requirements)					
1.1.1	100kVA, 3 Phase Outdoor Genset with 3CR12 Container Supply Install	ea ea	1 1			
1.1.2	Supply and install 9kg DCP fire extinguisher that will be mounted to the generator panel. Supply Install	ea ea	1 1			
1,2	3CR12 CHANGE OVER PANEL WITH CONTROLLER The controller shall control the engine, alternator management and protection system, as well as the control logistics for the remote changeover switchgear. These functions shall be controlled by a micro-processor-based programmable control and it shall be equipped with an optional GSM cellphone-type modem as per DPWI specifications (modem with sim card), c/w adjustable CB, motorized c/p & by pass switch					
1.2.1	Supply Install	ea ea	1 1			
	LUBRICATION, OIL AND DIESEL Supply and fill up to 100% all required lubrications to run generator including diesel. Tank shall be able to operate the generator for a minimum of 24 hours	item	1			
1,3	EXHAUST SILENCER - Sound Attenuated					
1.3.1	Design supply and install the stainless steel exhaust silencer for the mentioned generator, including lagging: Supply Install	ea ea	1 1			
1,4	STRUCTURAL - TYPICAL GENERATOR BASE					
1.4.1	Contractor to appoint a specialist to design a complete concrete plinth for the installation of above mentioned 100kVA generator.	sum	1			
1.4.2	Contractor to supply , install and commission plinth as per design specialist.	sum	1			
1,5	WARNING NOTICES					
1.5.1	Supply and Install warning notices on the container as specified. Set of Warning Notices as per SANS and OHS specifications.	Item	1			
1,6	DOCUMENTATION					
1.6.1	Compilation of Maintenance, operational and technical Manuals to the client satisfaction. Supply manuals	sum	1			
CARRIED FORWARD					R	-

SECTION 2: BACKUP GENERATOR INSTALLATION



Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

HARRISMITH MAGISTRATE COURT GENERATOR INSTALLATION
ELECTRICAL ENGINEERING SERVICES

TENDER NUMBER:

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
BROUGHT FORWARD					R	-
1.6.2	Printing of 4 set A1 Drawing received from The Engineer for construction	ea	4			
1.7	<u>SITE TESTING, COMMISSIONING & DOCUMENTATION</u>					
1.7.1	Test and Commission to deliver a fully operational generating set to the client and engineers satisfaction: At the suppliers premises, prior to delivery to site. If plant is being manufactured outside the country then supplier to make a testing facility available in order to carry out all necessary tests On site after completion of the installation	Item	1			
1.8	<u>1 YEAR MAINTENANCE</u>					
1.8.1	12 Month maintenance as per the specification. Quarterly (4) service of the plant as per the manufacturer's requirements	Item	4			
1.9	<u>PADLOCKS</u>					
1.9.1	Supply and install A82 padlocks with three sets of keys each.	Item	5			
1.10	<u>CERTIFICATE OF COMPLIANCE</u>					
1.10.1	Contractor to provide complete CoC for the entire installation in accordance with SANS and OHS Regulations	sum	1			
CARRIED FORWARD TO SECTION 4 SUMMARY					R	-

SECTION 2: BACKUP GENERATOR INSTALLATION



Department:
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REPUBLIC OF SOUTH AFRICA

**GENERATOR INSTALLATION
ELECTRICAL ENGINEERING SERVICES**

TENDER NUMBER:

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
2,1	<u>LOW VOLTAGE SUPPLY CABLES</u> Supply and install the following 600/1000V PVC/SWA/PVC cables with copper conductor to SABS 1507 laid vertically or horizontally in conduiting or ducting or clipped direct in accordance with the specifications and drawings, including fixing. (Termination elsewhere).					
2.1.1	95mm ² x 4 core					
	Supply	m	70			
	Install	m	70			
2,2	<u>CABLE TERMINATIONS</u> Termination of LV cables as specified including connection of conductors, cable lugs, captive glands, shrouds, etc. for the following cable sizes.					
2.2.1	95mm ² x 4 core					
	Supply	ea	10			
	Install	ea	10			
2,3	<u>BARE COPPER EARTH WIRES</u> Supply and install 600/1000V conductors and bare stranded copper conductors on wire ways or trenching including terminations for earthing in accordance with the specifications and drawings					
2.3.1	50mm ² bare Copper Earth Wire					
	Supply	m	70			
	Install	m	70			
2,4	<u>EARTHING AND ACCESSORIES</u> Supply and install 1.2 m long copper earth spike incl earth clamp, earth wire and earth coupling on Distribution Board					
2.4.1	Supply	ea	4			
	Install	ea	4			
2,5	<u>JOINTING KIT</u> Jointing of LV cables (95mm ² 4core) as specified with all the accessories					
2.5.1		sum	1			
2,6	<u>ELECTRICAL DISTRIBUTION BOARD/PANEL- AND KIOSK</u>					
2.6.1	Supply and install new Class B Surge Arrestor					
	Supply	ea	2			
	Install	ea	2			
CARRIED FORWARD					R	-

SECTION 2: BACKUP GENERATOR INSTALLATION



Department
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

**GENERATOR INSTALLATION
ELECTRICAL ENGINEERING SERVICES**

TENDER NUMBER:

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD					R -
2.6.2	Supply and install new 200A circuit breaker to the new kiosk				
	Supply	ea	4		
	Install	ea	4		
2.6.3	Supply and install new 125A circuit breaker to the new kiosk				
	Supply	ea	1		
	Install	ea	1		
2.6.4	Supply and install new kiosk next to existing one as per the design				
	Supply	ea	1		
	Install	ea	1		
2,7	<u>REPAIR AND UPGRADE TO EXISTING DISTRIBUTION BOARD/PANEL</u>				
	Work includes replacing damaged or missing doors or cover plates, making neat existing wiring, replacing broken door locks, installing new labels, danger signs, updating legends and general cleaning as well as spray painting the DB faces plates and doors from white/grey to red. Work also includes tightening of all screws to avoid any loose connections and issuing of CoC for all distribution boards				
2.7.1	Main Distribution Board				
	Supply	ea	1		
	Install	ea	1		
2.7.2	Sub-Distribution Board				
	Supply	ea	6		
	Install	ea	6		
2,8	<u>CABLE TRENCH AND ACCESSORIES</u>				
	excavate in all materials for trenches, backfill, compact and dispose of surplus material for 600mm deep x 400mm wide				
2.8.1	In Earth	m ³	45,5		
2.8.2	Soft rock	m ³	21		
2.8.3	Hard rock	m ³	3,5		
2,9	<u>CABLE SLEEVES</u>				
2.9.1	160mm dia cable flex				
	Supply	m	70		
	Install	m	70		
2.9.2	90 degree for 160mm dia sleeve				
	Supply	m	2		
	Install	m	2		
CARRIED FORWARD TO SECTION 4 SUMMARY					R -



Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

**HARRISMITH MAGISTRATE GENERATOR INSTALLATION
ELECTRICAL ENGINEERING SERVICES**

TENDER NUMBER:

SECTION 4 : FINAL SUMMARY

SECTION		AMOUNT
1	PRELIMINARIES AND GENERAL	
2	GENERATOR INSTALLATION	
3	ELECTRICAL INSTALATION	
4	CONTINGENCY (10%) TOTAL TENDERED VALUE EXCLUDING. VAT. 15% VAT TOTAL TENDERED VALUE INCLUDING VAT. CARRIED TO FORM OF OFFER AND ACCEPTANCE DPW-07(EC)	R -

ELECTRICAL SPECIFICATION AND SCHEDULE



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

NATIONAL DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE

ELECTRICAL ENGINEERING SERVICES

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

Date: JULY 2023

PR Technician Electrical

Department of Public Works and Infrastructure
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Tel. No. 051 408 7422

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1. SECTION 1 – GENERAL

1.1. Intent of Specification

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

For the purposes of this document the following applies:

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

1.2. Standards and Codes

All standards referenced shall be the latest editions.

SANS 10142-1	the wiring of premises: Low Voltage Installations
SANS 8528	Reciprocating internal combustion engine driven alternating current generating sets.
SANS 60034	Rotating electrical Machines
SANS IEC 60947	Low Voltage Switchgear
OHSACT	Occupational Health and Safety Act.
Department of Public Works	Quality Specification Parts A, B and C.
Local municipality by-laws	for generator installations. (To be obtained from local municipality)

1.3. Compliance with Regulations

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

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

1.4. Scope of Work

Included in this Outdoor Generator Specification

Supply, delivery, installation and commissioning of the complete 100 kVA outdoor emergency generator inside an IP65 canopy/container set on a concrete plinth as specified in this document.

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

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

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

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

1.9. Materials and Workmanship

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

1.10. Brochures

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

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2. SECTION 2 – EQUIPMENT REQUIREMENTS

2.1. Engine

2.1.1. General

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

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

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

2.1.2. Rating

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

2.1.3. De-Rating

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

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

2.1.4. Starting and Stopping

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

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

2.1.5. Starter Battery

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

2.1.6. Cooling

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

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

2.1.7. Lubrication

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

2.1.8. Fuel Pump

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

2.1.9. Fuel Tank

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

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

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

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

The filter and water separator unit must draw its power from the DC batteries used to power the relevant generator set. The circulating pump shall be provided with a controller programmed to switch the pump through not more than three complete on and off cycles of equal time (i.e. 50% on; 50% off) , per hour, with a deviation of not more than 10 % ±. 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-contained enclosure. The fusible link shall be mounted above the engine and coupled to the shut off valve by means of a 2mm stainless steel cable. The cable shall be installed to the shut off valve without any possibility of kinking the cable which may cause malfunctioning of the protection device.

2.1.10. Governor

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

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

2.1.11. Flywheel

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

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

2.1.12. Exhaust Silencer

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

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

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

2.1.13. Accessories

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

2.1.14. Exhaust emissions

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

2.2. Alternator

2.2.1. General

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

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

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

2.2.2. Regulation

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

2.2.3. Performance

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

2.2.4. Coupling

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

2.3. Switchboard

2.3.1. General

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

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

2.3.2. Construction

The switchboard shall be enclosed in the steel enclosure.

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

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

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

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

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

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

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

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

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

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

2.3.3. Protection and Alarm Devices

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.3.4. Modular Generator Set controller

The modular generator set controller shall be an electronic unit to match those of the other modular generator set controllers and of a high quality i.e. Levato, Deep Sea Electronics, Circom. It must be provided with IO and communication facilities. There shall be a sms sent to personnel to indicate low fuel or when there is a fault in the generator.

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

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

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

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

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

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

The controller will incorporate the following functions:

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

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

- OFF: Diesel/ alternator generator set switched off

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

The modular generator set controller must monitor the following

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

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

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

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

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

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

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

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

All timers will be implemented in software.

Incoming supply failure timer

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

A timer adjustable from 1 s to 10 s required

The timer default value will be generator set to 3 s

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

Incoming supply restoration timer

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

A timer adjustable from 1 s to 10 s required.

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

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

Alternator supply/ incoming supply change-over timer

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

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

Engine cooling-off timer

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

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

Repeat- start control

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

The repeat-start attempt will be repeated 3 times.

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

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

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

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

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

Conditions one to six above will stop the engine.

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

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

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

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

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

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

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

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

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

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

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

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

2.3.5. Manual Starting

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

2.3.6. Battery Charging Equipment

Each switchboard shall be equipped with battery charging equipment.

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

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

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

2.3.7. Switchboard Instruments

Each generating set shall have a switchboard equipped as follows:

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

2.3.8. Marking

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

2.3.9. Earthing

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

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

2.3.10. Operation Selector Switch

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

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

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

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

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

2.3.11. Automatic Change-over System

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

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

2.3.12. By-pass Switch and Main Isolator

The switchboard shall be equipped with an on-load isolator to isolate the mains and a manually operated on-load 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.

2.3.13. Start Delay

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

2.3.14. 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.

2.4. Installation

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

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

2.5. Warning Notices

Notices, in English, must be installed on the outside of the steel enclosure.

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

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.

An engraved label shall be installed next to the fuel cap that indicates the following:

- Base Tank Capacity
- Bulk Tank Capacity (if provided)
- Full load litres per hour consumption

2.6. Construction

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

The frame must be of the 'DUPLEX' type.

2.7. Operation

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

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

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

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

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

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3. SECTION 3 – TECHNICAL SPECIFICATION

3.1. General

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

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

Supply, delivery, installation and commissioning of the complete outdoor emergency generator set inside an IP65 canopy/container on a concrete plinth as specified in the document and indicated on the drawings provided by the specialist to be appointed by the contractor.

Concrete plinth to be provided as per drawing from the specialist to be appointed by the contractor. The surface of the concrete plinth shall be 50mm higher than the existing ground level. The thickness and strength of the plinth shall be designed by the consulting engineer and are detailed on the drawings to be provided.

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

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

3.2. Site Information and Conditions

3.2.1. Location

The site is located at Harrismith Free State (LATTITUDE -28.274999 LONGITUDE 29.1041691)

3.2.2. Site Conditions

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

- a) Height above sea level : 1641 Meter
- b) The highest average high temperature is 28°C and the lowest average temperature is 10°C
- c) Maximum ambient humidity at lowest temperature

The month with the highest relative humidity is 72, 03% and the lowest relative humidity is 41, 36%

3.3. Output and Voltage

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

No load voltage	:	400/230 Volt
Rating	:	100 kVA
Power at 0.8 power factor	:	80 kW
Frequency	:	50Hz
Fault Level	:	15kA

The generating set is required to feed measured electrical load of 200A 3P

3.4. Switchboard/Control Panel Unit

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

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

3.5. Cables

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

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

Gen fed	PVC SWA PVC Cable95 mm ²
Kiosk fed	PVC SWA PVC Cable95 mm ²

3.6. Engine

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

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

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

The flywheel shall be covered by approved hoods.

3.7. Alternator

The Alternator shall be of the low harmonic type.

3.8. Load Acceptance

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

3.9. Enclosure

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

3.9.1 General

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

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

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

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

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

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

No flexible restraints will be accepted.

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

Unless specified the silencers shall be mounted within the enclosure.

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

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

9.2 Design

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

9.3 Roof

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

9.4 Lamp fitting

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

9.5 Sound-proofing

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

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

9.6 Padlock and keys

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

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

3.10. Alarms

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

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

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

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

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

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

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

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

3.11. Remote Control Generator Switch

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

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

3.12. Fuel Drip Tray

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

3.13. Completion Time

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

3.14. Inform

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

3.15. Fuel Supply Tank

The fuel tank shall be an integral part of the base frame of the generator set. The tank shall have sufficient capacity to run the engine on full load for a period of 24 hours. The base tank shall be an open channel self-bund walled type that shall be of sufficient capacity to contain a spillage equivalent to 110% in volume of the base tank. The containment tank shall be manufactured from black mild steel with a thickness of not less than 2mm.

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

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

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4. SECTION 4 – SCHEDULES OF TECHNICAL INFORMATION

4.1. Engine

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

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

4.2. Alternator

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

4.3. Switchboard

NO	ITEM	REMARKS
1.	Maker's Name	
2.	Country of Origin	
3.	Is board floor mounted?	
4.	Finish of board	
5.	Make of volt, amp, and frequency meters	
6.	Dial size of meters in mm	
7.	Scale range of voltmeter	
8.	Scale range of ammeters	
9.	Ration of current transformers	
10.	Make of hour meter	
11.	Range of cyclometer counter	
12.	Smallest unit shown on counter (Item 11)	
13.	Make of circuit breaker	
14.	Type of circuit breaker	
15.	Rating of circuit breaker in Amp and fault level in kA	
16.	Setting range of overload trips	
17.	Setting range of instantaneous trips	
18.	Make of change-over equipment	
19.	Make of voltage relay	
20.	Is control and protection equipment mounted on a small removable panel?	
21.	Type of control equipment	
22.	Make of mains isolator	
23.	Type of indicators for protective devices	
24.	Make of rectifier	
25.	Type of rectifier	
26.	Is battery charging	
27.	Are volt- and ammeters provided for charging circuit?	
28.	Is the alarm hooter of the continuous duty type?	
29.	Rating in Amps of : a. Change-over equipment b. Mains on load isolator c. By-pass switch d. Circuit breaker to outgoing feed	
30.	Is manufacture of switchboard/control panel to be sub-let?	

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

4.4. Battery

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

4.5. Dimensions

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

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

NO	DESCRIPTION

4.7. Spare Parts and Maintenance Facilities

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

**T2.2 Returnable
Documents required for
tender evaluation
purposes**

PA-11: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

YES / NO

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

Full Name	Identity Number	Name of State institution

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

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

YES / NO

2.2.1 If so, furnish particulars:

.....
.....

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

YES / NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

This form has been aligned with SBD4

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

_____ (Project description as per Bid / Tender Document)

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

- *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

17			
18			
19			
20			

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

Note:

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

ENTERPRISE STAMP

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

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

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

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

(Project description as per Bid /Tender Document)

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

2. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

Physical address: _____

_____ (code)

Postal Address: _____

 _____ (code)

Telephone number: _____

Fax number: _____

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

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

Note:

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

ENTERPRISE STAMP

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

RESOLVED that:

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

(Project description as per Bid /Tender Document)

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

PA-15.3: Special Resolution of Consortia or Joint Ventures

B. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

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

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

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

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

Physical address: _____

_____ (Postal code) _____

Postal Address: _____

_____ (Postal code) _____

Telephone number: _____

Fax number: _____

PA-15.3: Special Resolution of Consortia or Joint Ventures

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

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

Note:

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

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

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

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 Preference Points System to be applied

(tick whichever is applicable).

- The applicable preference point system for this tender is the **80/20** preference point system.
- The applicable preference point system for this tender is the **90/10** preference point system.
- Either the **90/10** or **80/20** preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender shall be awarded for:

1.3.1 Price; and

1.3.2 Specific Goals

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

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

1.5 Breakdown Allocation of Specific Goals Points

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

Table 1

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> • Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> • Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> • Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> • Lease Agreement which is in the name of the bidder.
3.	An EME or QSE which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p>

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



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

Table 2

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> • SANAS Accredited BBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory) FREE STATE PROVINCE	2	<ul style="list-style-type: none"> • Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> • Any account or statement which is in the name of the bidder.

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

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

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

Table 3

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> • Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> • Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> • Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> • Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (mandatory)	2	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p>

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

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

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal

- of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1,2 and 3 above as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which

states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

Table 4: Specific goals for the tender and points claimed are indicated per the table below.

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black people	4	10		
2. Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	2		
3. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black women	2	4		

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
4. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black people with disability	2	2		
5. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black youth.*	2	2		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;

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

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

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

Project title:	<i>DOJ Harrismith Magistrate Court: Installation of Emergency Back-up Generator</i>		
Tender / quotation no:	BL24/005	Closing date:	30 April 2024
Advertising date:	05 April 2024	Validity period:	84 days

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

1.1. Current projects

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



Tender no: **BL24/005**

1.2. Completed projects

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

Name of Tenderer	Signature	Date
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**T2.2 Returnable Documents:
Other Documents that will be
incorporated into the contract**

PA- 40: DECLARATION OF DESIGNATED GROUPS

Tender no: **BL24/005**

Name of Tenderer

EME¹ QSE² Non EME/QSE (tick applicable box)

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

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

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

¹ EME: Exempted Micro Enterprise

² QSE: Qualifying Small Business Enterprise

Tender no: **BL24/005**

1.2. Completed projects

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

Name of Tenderer	Signature
	Date



DECLARATION – EPWP PROGRAMME

I _____ from company

Hereby Undertake To Comply To:

1. LABOUR INTENSIVE CONSTRUCTION METHODS (LIC)

1.1 Comply To Implementation Of LIC BOQ Items Specified Elsewhere In The Tender Documents.

2. RECRUITMENT AND PLACEMENT OF EPWP NYS PARTICIPANTS (Not Applicable)

2.1 Recruitment, Placement And Exposure Training Of 25 (Twenty Five) Participants

2.2 Comply To EPWP BOQ, Specifications And Code Of Good Practice

3. RECRUITMENT AND PLACEMENT OF LOCAL LABOURERS

3.1 Recruitment And Placement Of Local Labourers

3.2 Comply With Applicable Wage Order/Determination or Agreement, In Terms of Labour Relations Act or Wage Act

4. COMPLY TO EPWP MONTHLY REPORTING REQUIREMENTS

Monthly prepare and submit below EPWP reports attached to monthly payments certificate:

4.1 All Employees and EPWP Participants Contracts

4.2 All Employees and EPWP Participants Certified SA ID Copies

4.3 All Employees and EPWP Attendance Register

4.4 All Employees and EPWP Proof of Payment

4.5 EPWP Reports Populated on Standard Templates

5. PENALTIES FOR NON COMPLIANCE

Acknowledge Non Compliance Penalty of R3000-00 (Three thousand rand) Per Month Per Participant

Signed by : _____
Director of the Company

Company name : _____

Date: : _____

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

Project title:	<i>DOJ Harrismith Mgristrate: Installation of Emergency Back-up Generator</i>		
Tender no:	<i>BL24/005</i>	Reference no:	<i>14/2/1/18/6722</i>

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

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

Name of Tenderer	Signature	Date

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

Name of Tenderer	Signature	Date

DPW-15 (EC): SCHEDULE OF PROPOSED SUBCONTRACTORS

Project title:	<i>DOJ Harrismith Magistrate Court: Installation of Emergency Back-up Generator</i>		
Tender no:	<i>BL24/005</i>	Reference no:	<i>14/2/1/8/6722</i>

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

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

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

Name of representative	Signature	Capacity	Date

Name of organisation:	
------------------------------	--

DPW-22 (EC): PARTICULARS OF ELECTRICAL CONTRACTOR

Project title:	DOJ Harrismith Magistrate: Installation of Emergency Back-up Generator		
Tender no:	BL24/005	Reference no:	14/2/1/18/6722

Name of Electrical Contractor:	
Address:	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
Electrical Contractor registration number at the Department of Labour	<hr/>

Name of Tenderer	Signature	Date

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

Project title:	<i>DOJ Harrismith Magistrate: Installation of Emergency Back-up Generator</i>		
Tender no:	BL24/005	Reference no:	14/2/1/18/6722

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

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

Provide additional list if space provided is insufficient.

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

These net amounts will be adjusted as follows:

FORMULA:

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

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

A = the amount (R) of adjustment

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

Y = exchange rate at the closing date of tender submission

Z = exchange rate on the date of payment.

Name of Tenderer	Signature	Date

VOLUME 3: CONTRACT

**T2.2 Returnable
Documents that will be
incorporated into the
contract**

Part C1: Agreement and Contract Data

C1.2 Contract Data

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

Project title:	<i>DOJ Harrismith Magistrate: Installation of Emergency Back-up Generator</i>			
Tender no:	<i>BL24/005</i>	WCS no:		Reference no: <i>14/2/1/18/6722S</i>

	<p>The Conditions of Contract applicable to this Contract are clauses 1 to 10 and contract price adjustment schedule of the GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS, THIRD EDITION (2015) prepared by The South African Institution of Civil Engineering Private Bag X200, Halfway House, 1685.</p> <p>Contractors are cautioned to read the GCC Third Edition (2015) and Contract Data [DPW-05 (EC)] together as some clauses in the GCC Third Edition (2015) have been amended in the Contract Data [DPW-05 (EC)]</p> <p>Specific data, which together with these General Conditions of Contract, collectively describe the risks, liabilities and obligations of the contracting Parties and the procedures for the administration of the Contract. Clauses as amended in the Contract Data amends or replaces the corresponding clauses in the GCC Third Edition (2015).</p> <p>Copies of these conditions of contract may be obtained through www.saice.org.za.</p>
--	--

	<p>CONTRACT VARIABLES</p> <p>THE SCHEDULE (Contract Data [1.1.1.8])</p> <p>The schedule is the listed variables in this agreement and contains all variables referred to in this document including specific changes made to GCC Third Edition (2015) documentation. It is divided into part 1: contract data completed by the employer and part 2: contract data completed by the contractor. Part 1 must be completed in full and included in the tender documents. Both the part 1 and part 2 form part of this agreement</p> <p>Spaces requiring information must be filled in, shown as ‘not applicable’ but not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the schedule. Key cross reference clauses are italicised in [] brackets</p>
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PART 1: CONTRACT DATA COMPLETED BY THE EMPLOYER:

A PROJECT INFORMATION

A 1.0 Works [1.1.1.35]

Works description	Refer to document <i>PG01.1 (EC) – Scope of Works</i> for detailed description
	Supply, delivery, installation and commissioning of the complete 100Kva outdoor emergency generator.

Tender / Quotation no: Insert Number and press "Tab"

A 2.0 Site [1.1.1.29]

Erf / stand number	504
Site address	37 Piet Reitief Street
Township / Suburb	Harrismith
City / Town	Harrismith
Province	Free State
Local authority	Maluti a Phofung Local Municipality
GPS Coordinates	

A 3.0 EMPLOYER AND ITS REPRESENTATIVE

A 3.1 Employer:

Official Name of Organ of State / Public Sector Body	Government of the Republic of South Africa in its Department of Public Works & Infrastructure		
Business registration number	Not applicable	VAT number	Not applicable
E-mail	Abrie.visser@dpw.gov.za	Telephone	051 408 7335
Postal address	Private Bag X20605 Bloemfontein 9300		
Physical address	18 President Brand Street NDPWI Bloemfontein 9301		

A 3.2 Employer's Representative:

Name	Abrie Visser	Telephone number	051 408 7335
E-mail	Abrie.visser@dpw.gov.za	Mobile number	060 748 9004
Postal address	Private Bag X20605 Bloemfontein 9300		
Physical address	18 President Brand Street NDPWI Bloemfontein 9301		



Tender / Quotation no: Error! Reference source not found.

A 4.0	Employers Agent/s		
A 4.1	Principal Agent [1.1.1.16]	Discipline	

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

A 4.2	Agent [1.1.1.16]	Discipline	Departmental Electrical Engineer
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Name	Michael Tladi		
Legal entity of above	Electrical engineer	Contact person	
Practice number		Telephone number	
Country		Mobile number	066 4707 076
E-mail	Michael.tladi@dpw.gov.za		
Postal address	Private Bag X65 PRETORIA 0001		
Physical address	National Department of Public Works and infrastructure PRETORIA 0001		

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



Tender / Quotation no: Error! Reference source not found.

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

A 4.5	Agent [1.1.1.16]	Discipline	
--------------	-------------------------	-------------------	--

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

A 4.6	Agent [1.1.1.16]	Discipline	
--------------	-------------------------	-------------------	--

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		



Tender / Quotation no: Error! Reference source not found.

A 4.7	Agent [1.1.1.16]	Discipline	
--------------	-------------------------	-------------------	--

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

A 4.8	Agent [1.1.1.16]	Discipline	
--------------	-------------------------	-------------------	--

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

A 4.9	Agent [1.1.1.16]	Discipline	
--------------	-------------------------	-------------------	--

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		



Tender / Quotation no: Error! Reference source not found.

B CONTRACT INFORMATION

B 1.0 Definitions [1.1.1.2]

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

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

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

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

Documents comprising the agreement	Page numbers
GCC GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS, THIRD EDITION (2015)	
DPW-05: (EC): GCC 2015: 3RD EDITION	30
The GCC General Preliminaries for use with the GCC 2015: 3RD EDITION	
Contract participation goal documentation as further defined in clause 1.1.1.37 [CD] and B16 [CD]	
Drawings as per drawing register issued with the tender	1
Specifications issued with the tender	14
Schedules issued with the tender	6
Bills of Quantities issued with the tender	24
Addenda as issued during tender stage, if applicable	As issued



Tender / Quotation no: Error! Reference source not found.

B 5.0 Employer's agents [3.0]

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

Principal Agent

The Principal Agent/ Project Manager and the Departmental Electrical Engineer

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

B 6.0 Insurances [8.6]

Insurances by contractor

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

Insured amounts to include VAT.

	The Contract Price [8.6.1.1.1] New Works With a deductible not exceeding 5% of each and every claim [8.6.2]	Contract sum plus 10%	Not Applicable
Or	The Contract Price [8.6.1.1.1] Works with alterations and additions (reinstatement value of existing structures / works without or including new works) with a deductible not exceeding 5% of each and every claim [8.6.2]	Contract sum plus 10%	Not Applicable
Or	The Contract Price [8.6.1.1.1] Works with practical completion in sections with a deductible not exceeding 5% of each and every claim [8.6.2]	Contract sum plus 10%	No Applicable
	Plant and materials supplied by the Employer [8.6.1.1.2]	R Eng / PQS to determine value	Not Applicable
	Professional fees not included in the Contract Price, payable in respect of the repair or reinstatement of damage to the Works or said movables, plus Escalation thereon (if not included above). Minimum R1m unless other amount indicated. [8.6.1.1.3]	R Eng / PQS to determine value	Not Applicable
	Direct contractors [8.6.1.1.2] where applicable, to be included in the contract works insurance	R Eng / PQS to determine value	Not Applicable
	Special Risks Insurance issued by Sasria [8.6.1.2]	R Eng / PQS to determine value	Not Applicable



Tender / Quotation no: Error! Reference source not found.

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

B 7.0 Obligations of the employer

Existing premises will be in use and occupied [5.4.1 & 5.4.2] If applicable, description:	Applicable
Restriction of working hours [5.8] If applicable, description:	Applicable
Natural features and known services to be preserved by the contractor [4.7] If applicable, description:	Applicable
Restrictions to the site or areas that the contractor may not occupy [5.4.1 & 5.4.2] If applicable, description:	Applicable

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Supply of free issue of material and goods [8.6.1.1.2]	Amount	R	Select
If applicable, description:			

B 8.0 Subcontractors [4.4]

Select	If applicable, description of specialisation
Specialisation 1	
Specialisation 2	
Specialisation 3	
Specialisation 4	
Specialisation 5	

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

Select	If applicable, description of sections
Section 1	
Section 2	
Section 3	
Section 4	
Section 5	
Section 6	
Remainder of the works.	

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

B 10.1 Contract Period

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



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The contract period is determined as follows (Period/s indicated in months):	
Period to submit contractual obligatory documents including submission and approval of health and safety plan by the appointed Health & Safety Agent	1 Month
Period to obtain Construction Permit from Department of Labour upon approval of the Health & Safety Plan by the appointed Health & Safety Agent	1 Month
Total construction period for the Works as a whole from date of Access to and Possession of the Site up to and including Practical Completion , as indicated below [1.1.1.14, 5.4.1, 5.14.1]	6 Months
Period to achieve Completion [5.14.4]	6 Months
Defect liability period up to and including issuing Final Approval Certificate in months [5.16.1]	12 Months
Total Contract Period	18 Months

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

Construction period [B18: 1.2] and Practical Completion for the Works as a whole [5.14.1] The time for achieving Practical Completion of the whole of the Works is measured from the date of Access to and Possession of the site (5.4.1) by the contractor inclusive of all public holidays, special non-working days and builders' holiday shut down periods .	Applicable
The date for practical completion for the works as a whole shall be the period in months as indicated, starting from the date of Access to and Possession of the site by the contractor inclusive of all special non-working days and builders' holiday shut down periods [1.1.1.14, 5.4.1, 5.14.1]	6 Months
Notification period for inspection in working days by the principal agent.	1 day
Penalty amount per calendar day for late submission of contractual obligatory documents: Ten percent (10%) of the penalty amount per calendar day for late Practical Completion, excluding VAT. [5.13]	R 88.00
Penalty amount per calendar day for late Practical Completion , excluding VAT. [5.13].	R 880.00
Penalty amount per calendar day for late Completion [5.14.4, 5.13]: Thirty percent (30%) of penalty amount per calendar day for late Practical Completion, excluding VAT.	R 264.00
Penalty amount per calendar day for late Final Completion (Issuing of Final Approval Certificate) [5.16, 5.13]: Fifteen percent (15%) of penalty amount per calendar day for late Practical Completion, excluding VAT.	R 132.00

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

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

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

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

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13.4	Training on electrical, security and mechanical installations if contractually required
13.5	Maintenance / operating manuals
13.6	
13.7	
13.8	
13.9	
13.10	

B 12.0 Defects liability period [5.16]

Defects liability period: Refer B10.1

Applicable	Back Up Generator
14.1	All civil works (e.g. roads, storm water system, paving, sewer and water lines, etc.)
14.2	Mechanical equipment (e.g. pumps including switchgear, etc.)
14.3	Landscaping including automated systems (irrigation)
14.4	Electrical equipment (e.g. emergency generators, electronic switchgear, etc..)
14.5	Security system/s (e.g. Access control, Intruder alarm, etc.)
14.6	Air conditioning system and plant
14.7	
14.8	
14.9	
14.10	



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B 13.0 Payment [6.10]

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

B 14.0 Dispute resolution [10.5 [CD]]

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

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

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

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1.1.1.20	Amend Clause 1.1.1.20 by inserting the following words at the end of this definition: "If the Acceptance section of the Form of Offer and Acceptance" contains conditional statements or a schedule of deviations is attached to the Form of Offer and Acceptance, then Form of Offer and Acceptance means the Contract Agreement, that shall be substantially in accordance with the form attached to the Scope of Works, and the date of signing the Contract Agreement shall be the date of the Form of Offer and Acceptance"
1.1.1.21.A	Add new Clause 1.1.1.21.A The interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999) as amended, calculated as simple interest, in respect of debts owing to the State, and will be the rate as published by the Minister of Justice and Correctional Services from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975) as amended, calculated as simple interest, in respect of debts owing by the State.
1.1.1.27	This Pricing Strategy is a: Re-measurement Contract.
1.1.1.31	Not applicable to this Contract.
1.1.1.35	Insert the definition of "Value of Works" as Clause 1.1.1.35: "Value of Works" means the value of the Works certified by the Employer's Agent as having been satisfactorily executed and shall include the value of the works done, the value of the materials and/or plant and Contract Price Adjustments.
1.1.1.36	Insert the definition of "Latent and Patent Defects" as Clause 1.1.1.36: A 'latent defect' is a material defect, which was not visible after 'reasonable' inspection. The latent defect period commences at the date of Final Approval Certificate and ends 5 years [after that date [5.16.3]. A patent defect is a flaw that is not hidden and ought to be easily identified upon reasonable inspection.
1.1.1.37	Add new Clause 1.1.1.37 Contract participation goals applicable to this Contract are as indicated in B16 [D] and described in the following tender documents: DPW 03 (EC): TENDER DATA, PG 01.1 (EC) SCOPE OF WORK and PG 02.1 (EC) PRICING ASSUMPTIONS.
1.2.3.	Replace Clause 1.2.3. with the following: The Employer's Agent is as indicated in clause B 5.0 and shall have the authority to act on behalf of the employer as indicated in the contract document read with the contract data. [3.2.3].
1.2.6	Add new Clause 1.2.6 The priority of the documents shall be in accordance with the following sequence: (a) The Form of Offer and Acceptance and the signed Schedule of Devia7ons, (b) Contract Data, (c) These General Conditions of Contract, (e) Scope of Work, and (f) Pricing Data
1.3.4	Not applicable to this Contract.

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1.3.5	<p>Replace Clause 1.3.5 with the following:</p> <p>(a) The Employer will become the owner of the information, documents, advice, recommendation and reports collected, furnished and/or compiled by the Contractor during the course of, and for the purposes of executing this Contract, all of which will be handed over to the Employer on request during the contract, but in any event on completion of contract, the termination and/or cancellation of this Contract for whatever reason. The Contractor relinquishes its lien / retention or any other rights thereon to which it may be entitled.</p> <p>(b) The copyright of all documents, recommendations and reports compiled by the Contractor during the course of and for the purposes of finalizing the Works will vest in the Employer, and may not be reproduced or distributed or made available to any person outside the Employer's service, or to any institution in any way, without the prior written consent of the Employer. The Employer shall have the right to use such material for any other purpose without the approval of information or payment to the Contractor.</p> <p>(c) The copyright of all electronic aids, software programmes etc. prepared or developed in terms of the Contract shall vest in the Employer, who shall have the right to use such material for any other purpose without the approval of, information or payment to the Contractor.</p> <p>(d) In case of the Contractor providing documents, electronic aids, software programs or like material to the Employer, the development of which has not been at the expense of the Employer, copyright shall not vest in the Employer. The Contractor shall be required to indicate to which documents, electronic aids, software programs or like material this provision applies.</p> <p>(e) The Contractor hereby indemnifies the Employer against any action, claim, damages or legal cost that may be instituted against the Employer on the grounds of an alleged infringement of any copyright, patents or any other intellectual property right in connection with the Works outlined in this Contract.</p> <p>(f) All information, documents, recommendations, programs and reports collected or compiled must be regarded as confidential and may not be communicated or made available to any person outside the Employer's service and may not be published either during the currency of this Contract or after termination thereof without the prior written consent of the Employer.</p>
1.3.7	<p>Replace Clause 1.3.7 with the following</p> <p>By entering into this contract, the Contractor waives any lien that he may have or acquire, notwithstanding any other condition/s in this contract.</p>
3.2.3	<p>Add to Clause 3.2.3 the following:</p> <p>1. The Employer's Principal Agent's authority to act and/or to execute functions or duties or to issue instructions are expressly excluded in respect of the following, unless same has been approved by the employer:</p> <p>(a) Appointment of Subcontractors – clause 4.4.4;</p> <p>(b) Granting of an extension of time and/or ruling on claims associated with claims for extension of time – clauses 5.12, 10.1.5;</p> <p>(c) Acceleration of the rate of progress and determination of the cost for payment of such acceleration – clause 5.12.4; (c) Rulings on claims and disputes – clauses 10.1.5, 10.2.3 and 10.3.3;</p> <p>(d) Suspension of the Works – clause 5.11.2;</p> <p>(e) Final Payment Certificate – clause 6.10.9;</p>

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

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3.3.2.2.3	<p>Add to Clause 3.3.2.2.3 the following: All oral communication must be reduced into writing to be binding on the parties.</p>
3.3.2.2.4	<p>Add to Clause 3.3.2.2.4 the following: All oral communication must be reduced into writing to be binding on the parties.</p>
3.3.3.2	<p>Amend Clause 3.3.3.2 to insert the word “plant” to reads as follows: Notwithstanding any authority assigned to him in terms of Clauses 3.3.2 and 3.3.4, failure by the Employer’s Agent’s Representative to disapprove of any work, workmanship, plant or materials shall not prejudice the power of the Employer’s Agent’s thereafter to disapprove thereof and exercise any of his powers in terms of the Contract in respect of thereof.</p>
4.4.4	Ref Clause 3.2.3.
4.4.6	Not applicable to this Contract.
4.8.2.1	<p>Amend Clause 4.8.2.1 to include the word “person”, as follows: Makes available to the Employer, or to any such contractor, person or authority, any roads or ways for the maintenance of which the Contractor is responsible, or</p>
4.8.2.2	<p>Amend Clause 4.8.2.2 to include “Employer” and “contractors”, as follows: Provides any other facility or service of whatsoever nature to the Employer or to any of the said contractors, persons or authorities,</p>
4.12.3	<p>Add to Clause 4.12.3 the following: All oral communication must be reduced into writing to be binding on the parties.</p>
5.3.1	<p>Add to Clause 5.3.1: The documentation required before commencement with Works execution are:</p> <ul style="list-style-type: none"> • Health and Safety Plan to be provided within 14 calendar days from award (Ref Clause 4.3) • Initial programme to be provided within 21 calendar days of handing over the site to the contractor (Clause 5.6) • Security (C1.0, Clause 6.2) • Insurance/s (B6, Clause 8.6) • <i>insert other requirements</i> • insert other requirements • insert other requirements
5.3.2	<p>Add to Clause 5.3.2: The time to submit the documentation required before commencement with Works execution is: 21 calendar days.</p>
5.4.2	<p>Add to Clause 5.4.2: The access to, and possession of, the Site referred to in Clause 5.4.1 shall be not exclusive to the Contractor. In the event of access to, and possession of, the Site is not exclusive to the Contractor, the following limitations apply: This is a Prison therefore there are restrictions and limitations to access. An official from DCS will give grant to the contractor during execution of the project;</p>

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

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5.16.2	<p>Amend Clause 5.16.2 as follows:</p> <p>No certificate other than the Final Approval Certificate referred to in Clause 5.16.1 shall be deemed to constitute approval of the Works or shall be taken as an admission of the due performance of the Contract or any part thereof, nor of the accuracy of any claim made by the Contractor, nor shall any other certificate exclude or prejudice any of the powers of the Employer's Agent and/or the Employer.</p>
5.16.3	<p>The latent defect period for all works is: 5 years</p>
6.2.1	<p>The type of security for the due performance of the Contract, as selected by the Contractor in the Contract Data, must be delivered to the Employer.</p>
6.2.3	<p>Amend Clause 6.2.3 as follows:</p> <p>If the Contractor has selected a performance guarantee as security, he shall ensure that it remains valid and enforceable as required in terms of the Contract.</p>
6.3.1	<p>Amend first paragraph to Clause 6.3.1 as follows:</p> <p>If, at any time before the issue of the Practical Completion, the Employer's Agent shall require any variation of the form, quality or quantity of the Works or any part thereof provided that such Variation Order shall not substantially alter the Scope of Work, he shall have power to order the Contractor to do any of the following subject to obtaining approval from the Employer (3.2.3):</p>
6.5.1.2.3	<p>The percentage allowance to cover overhead charges is 33%, except on material cost where the percentage allowance is 10%.</p>
6.8.2	<p>When Contract Price Adjustment is applicable [B13] the value of payment certificates is to be adjusted by a Contract Price Adjustment Factor (CPAF):</p> <p>The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Factor with the following values:</p> <p>The value of "x" is 0.15.</p> <p>The values of the coefficients are: a = 0.25. (Labour) b = 0.3 (Contractor's equipment) c = 0.3 (Material) d = 0.15 (Fuel)</p> <p>The values of the coefficients for "Repair and Maintenance Project" (RAMP) contracts are: a = 0.35 (Labour) b = 0.20 (Contractor's equipment) c = 0.35 (Material) d = 0.10 (Fuel)</p> <p>The urban area nearest the Site is. Harrismith <i>(Select urban area from Statistical News Release, P0141, Table A)</i></p> <p>The applicable industry for the Construction Material Price Index for materials / plant is Electrical Engineer <i>(Select the applicable industry from Statistical News Release, P0151.1, Tables 2,4,5)</i></p> <p>The area for the Producer Price Index for fuel is Harrismith. <i>(Select the area from Statistical News Release, P0142.1, Table 1.)</i></p> <p>The base month is insert month insert year. <i>(The month prior to the closing of the tender.)</i></p>

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

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

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



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

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9.3.2.2	<p>Replace Clause 9.3.2.2 with the following:</p> <p>All Plant and Construction Equipment, Temporary Works and unused materials brought onto the Site by the Contractor, and where ownership has not been transferred to the Employer (see Clause 6.9.1), shall be removed from the Site on termination of the contract by any party.</p>
9.3.2.3	Not applicable to this Contract.
9.3.3	<p>Add the following at the end of Clause 9.3.3</p> <p>After cancellation of the Contract by the Contractor, the Contractor, when requested by the Employer to do so, shall not be entitled to refuse to withdraw from the Works on the grounds of any lien or a right of retention or on the grounds of any other right whatsoever.</p> <p>Nothing in this Clause shall prejudice the right of the Contractor to exercise, either in lieu of or in addition to the Contractor rights and remedies specified in this Clause, any other rights or remedies to which the Contractor may be entitled under the Contract or common law.</p>
10.1.3.1	<p>Replace Clause 10.1.3.1 with the following:</p> <p>All facts and circumstances relating to the claims shall be investigated as and when they occur or arise. For this purpose, the Contractor shall deliver to the Employer's Agent, records in a form approved by the Employer's Agent, of all the facts and circumstances which the Contractor considers relevant and wishes to rely upon in support of his claims, including details of all construction equipment, plant, labour, and materials relevant to each claim. Such records shall be submitted promptly after the occurrence of the event giving rise to the claim.</p>
10.1.3.6	<p>Replace Clause 10.1.3.6 with the following:</p> <p>The Employer, the Employer's Agent and the Contractor shall in any proceedings in accordance with Clauses 10.3 and 10.11 be entitled to give or lead evidence of or rely on any fact or circumstance not recorded in terms of this Clause, if other party to the dispute is prejudiced by such non-recording of the facts.</p>
10.1.4	Ref Clause 3.2.3.
10.1.5	Ref Clause 3.2.3.
10.1.6	<p>Add new Clause 10.1.6:</p> <p>If the Employer fails to give his ruling within the period referred to in Clause 10.1.5 he shall be deemed to have given a ruling dismissing the claim.</p>
10.1.3.6	<p>Replace Clause 10.1.3.6 with the following:</p> <p>The employer, the Employer's Agent and the Contractor shall in any proceedings in accordance with Clauses 10.3 and 10.11 be entitled to give or lead evidence oof or rely on any fact or circumstance not recorded in terms of the Clause, if the other party to the dispute in prejudiced by such nor-recording of the facts.</p>
10.2.1	<p>Replace Clause 10.2.1 with the following:</p> <p>In respect of any matter arising out of or in connection with the Contract, which is not required to be dealt with in terms of Clause 10.1 or which does not require the decision or ruling of the Employer, the Contractor or the Employer shall have the right to deliver a written dissatisfaction claim to the Employer's Agent. This written claim shall be supported by particulars and substantiated.</p>

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10.2.2	<p>Replace Clause 10.2.2 with the following:</p> <p>If, in respect of any matter arising out of or in connection with the Contract, which is not required to be dealt with in terms of Clause 10.1 or which does not require the decision or ruling of the Employer, the Contractor or the Employer fails to submit a claim within 28 days after the cause of dissatisfaction, he shall have no further right to raise any dissatisfaction on such matter.</p>
10.2.3	Ref clause 3.2.3.
10.3.2	<p>Replace Clause 10.3.2 with the following:</p> <p>If either party shall have given notice in compliance with Clause 10.3.1, the dispute shall be referred immediately to mediation under Clause 10.5, unless amicable settlement is contemplated.</p>
10.3.3	<p>Replace Clause 10.3.3 with the following::</p> <p>In respect of a ruling given by the Employer (Ref clause 3.2.3), and although the parties may have delivered a Dispute Notice, the ruling shall be in full force and carried into effect unless and until otherwise agreed by both parties, or in terms of a mediation decision or court judgement.</p>
10.4.2	<p>Replace Clause 10.4.2 with the following:</p> <p>If the other party rejects the invitation to amicable settlement in writing, or does not respond in writing to the invitation within 14 days, or amicable settlement is unsuccessful, referral to mediation shall follow immediately. Should mediation be unsuccessful, the dispute shall be resolved by Litigation.</p>
10.4.4	<p>Replace Clause 10.4.4 with the following:</p> <p>Save for reference to any portion of any settlement, or decision which has been agreed to be final and binding on the parties, no reference shall be made by or on behalf of either party in any subsequent court proceedings, to any outcome of an amicable settlement, or to the fact that any particular evidence was given, or to any submission, statement or admission made in the course of the amicable settlement.</p>
10.5	<p>Replace Clause 10.5 with the following:</p> <p>The parties may, by agreement and at any time before Litigation, refer a dispute to mediation, in which event:</p> <p>10.5.1 The appointment of a mediator, the procedure, and the status of the outcome shall be agreed between the parties.</p> <p>10.5.2 Regardless of the outcome of a mediation the parties shall bear their own costs concerning the Mediation and equally share the costs of the mediator and related expenses.</p>
10.6	Not applicable to this Contract.
10.7	Not applicable to this Contract.
10.10.3	<p>Replace Clause 10.10.3 with the following:</p> <p>The court shall have full power to open up, review and revise any ruling, decision, order, instruction, certificate or valuation of the Employer's Agent and Employer and neither party shall be limited in such proceedings before such court to the evidence or arguments put before the Employer's Agent or Employer for the purpose of obtaining his ruling.</p>

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

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

(a)	Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(b)	Minimum Targeted Local Building Material Suppliers Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(c)	Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(d)	cidb BUILD Programme: Minimum Targeted Enterprise Development Contract Participation Goal in accordance with the cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(e)	cidb BUILD Programme: Minimum Targeted Contract Skills Development Goal in accordance with the cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 48491 of 28 April 2023. And the cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(f)	DPWI National Youth Service training and development programme (NYS) – Condition of Contract.	Not applicable
(g)	Labour Intensive Works – Condition of Contract.	Not applicable
(h)		Select
(i)		Select

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PART 2: CONTRACT DATA COMPLETED BY THE TENDERER:

C TENDERER'S SELECTIONS

C 1.0 Securities [11.0]

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

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

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

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

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

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

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C 2.0 Payment of preliminaries [25.0]

Contractor's selection

Select Option A or B

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

Payment methods

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

Lump sum contract

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

C 3.0 Adjustment of preliminaries [26.9.4]

Lump sum contract

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

Contractor's selection

Select Option A or B

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

Provision of particulars

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

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

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Adjustment methods

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

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

Failure to provide particulars within the period stated

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



C1.3 Form of Guarantee

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

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

FOR ATTENTION

National Department of Public Works Infrastructure
Private Bag x20605
Bloemfontein
9300

Sir,

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

1. With reference to the contract between _____
_____ (hereinafter referred to as the “**contractor**”) and the Government of the Republic of South Africa in its Department of Public Works and Infrastructure (hereinafter referred to as the “**employer**”), Contract/Tender No: **DOJ Harrismith Magistrate: Implemetation of Emergency Back-Up Generator**, for the (hereinafter referred to as the “**contract**”) for the sum of R (), (), (hereinafter referred to as the “**contract sum**”).
I / We, _____
in my/our capacity as _____ and hereby
representing _____ (hereinafter referred to as the “**guarantor**”) advise that the **guarantor** holds at the **employer**'s disposal the sum of R , () being 10% of the **contract sum** (excluding VAT), for the due fulfilment of the **contract**.
2. I / We advise that the **guarantor**'s liability in terms of this guarantee shall be as follows:
 - (a) From and including the date on which this guarantee is issued and up to and including the day before the date on which the last **certificate of completion** of works is issued, the **guarantor** will be liable in terms of this guarantee to the maximum amount of 10% of the **contract sum** (excluding VAT);
 - (b) The **guarantor**'s liability shall reduce to 5 % of the **value of the works** (excluding VAT) as determined at the date of the last **certificate of completion** of works, subject to such amount not exceeding 10% of the **contract sum** (excluding VAT);
 - (c) This guarantee shall expire on the date of the last **final approval certificate**.
3. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis; and de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed on receipt of a written demand from the **employer** to do so, stating that (in the **employer**'s opinion and sole discretion):
 - (a) the **contractor** has failed or neglected to comply with the terms and/or conditions of the **contract**;
or

Tender no: (Insert Tender Number)

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

SIGNED AT _____ ON THIS _____ DAY OF _____ 20_____

AS WITNESS

1. _____

2. _____

By and on behalf of

(insert the name and physical address of the guarantor)

NAME: _____

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

DATE: _____

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

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

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

FOR ATTENTION

National Department of Public Works
Private Bag x20605
Bloemfontein
9300

Sir,

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

- With reference to the contract between _____
_____ (hereinafter referred to as the "**contractor**") and the Government of the Republic of South Africa in its Department of Public Works and Infrastructure (hereinafter referred to as the "**employer**"), Contract/Tender No: **insert Contract / Tender No**, for the **DOJ Harrismith Magistrate: Implementation of Emergency Back-up Generator** (hereinafter referred to as the "**contract**"), for the sum of R , (), (hereinafter referred to as the "**contract sum**").

I / We, _____
in my/our capacity as _____ and hereby representing _____ (hereinafter referred to as the "**guarantor**") advise that the **guarantor** holds at the **employer's** disposal the sum of R , () being 5% of the **contract sum** (excluding VAT), for the due fulfillment of the **contract**.
- The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis*; and *de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed on receipt of a written demand from the **employer** to do so, stating that (in the **employer's** opinion and sole discretion):
 - the **contractor** has failed or neglected to comply with the terms and/or conditions of the **contract**;
or
 - the **contractor's** estate is sequestrated; liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa.
- Subject to the above, but without in any way detracting from the **employer's** rights to adopt any of the procedures provided for in the **contract**, the said demand can be made by the **employer** at any stage prior to the expiry of this guarantee.
- The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon the issue of the last **final approval certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.

Contract/Tender No: _____

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

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

AS WITNESS

1. _____

2. _____

By and on behalf of

(insert the name and physical address of the guarantor)

NAME: _____

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

DATE: _____

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

Part C2: Pricing Data

C2.1 Pricing Instructions

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

Project title:	<i>DOJ Magistrate Office: Installation of Emergency Back-up Generator</i>		
Tender / Quotation no:	<i>BL24/005</i>	Reference no:	<i>14/2/2/18/6722</i>

C2.1 Pricing Assumptions

C2.1.1 GENERAL

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

C2.1.2 DESCRIPTION OF ITEMS IN THE SCHEDULE

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

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

C2.1.3 QUANTITIES REFLECTED IN THE SCHEDULE

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

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

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

C2.1.4 PROVISIONAL SUMS

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

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

C2.1.5 PRICING OF THE BILL OF QUANTITIES

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

The prices and rates to be inserted by the Tenderer in the Bill of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all cost and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C2.1.6 VALUE ADDED TAX

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

C2.1.7 CORRECTION OF ENTRIES

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

C2.1.8 ARITHMETICAL ERRORS

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

C2.1.9 CONTRACT DOCUMENTS

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

C2.1.10 UNITS OF MEASUREMENT

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

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

C2.1.11 TRADE NAMES

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

C2.1.12 CONTRACT DOCUMENTS

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

C2.1.13 PAYMENTS

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

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

C2.1.14 ACCOMMODATION ON SITE

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



C2.1.15 LOCAL MATERIAL UTILISATION REPORT (LOCAL CONTENT)

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

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

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

C2.1.16 CONTRACT PARTICIPATION GOALS

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

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

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

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

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

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Building Material Manufacturers CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.7.1. Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

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

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

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Building Material Suppliers CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.7.2. Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports

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

C2.1.16.3 MINIMUM TARGETED LOCAL LABOUR CONTRACT PARTICIPATION GOAL

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

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Labour CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.7.3. T Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

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

The Minimum Targeted Enterprise Development Contract Participation Goal is *not applicable* to this project.

A provisional amount has been allowed for within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Enterprise Development CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.7.4. The provisional amount allowed is for the appointment of training coordinator, mentor, training service providers and training of the beneficiary enterprises. The provisional amount will be adjusted in accordance with the actual Contract Amount (Awarded tender amount excluding allowance, provisional amounts and VAT) of the awarded bid.

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

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

C2.1.16.5 MINIMUM TARGETED TARGETED CONTRACTSKILLS DEVELOPMENT GOALS (CSDG)

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

A provisional amount has been allowed for within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Skills Development CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.7.5. The provisional amount allowed is for:

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

The provisional amount will be adjusted in accordance with the actual Contract Amount (Awarded tender amount excluding allowance, provisional amounts and VAT) of the awarded bid.



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

The contractor shall complete a separate bill of quantities upon the award of the project and identification of the respective beneficiaries. The CPG value to be achieved will be based on the actual contract amount which will be offset against the provisional amount allowed for within the Contract Participation Goal section in the Bill of Quantities.

Payment

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

Table 3: The notional cost of providing training opportunities per quarter

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

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

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

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

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

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

C2.1.16.6 NATIONAL YOUTH SERVICE TRAINING AND DEVELOPMENT PROGRAMME

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

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

Provision has been made within the Contract Participation Goal section in the Bill of Quantities for the National Youth Service Training and Development Programme CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.7.6.

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

C2.1.16.7 LABOUR-INTENSIVE WORKS

Labour Intensive Works is *insert "applicable" or "not applicable" to this project.*

Where labour intensive work is specified in the Bill of Qualities and indicated by "LI" the contractor must price for and include in rates. Contractors are expected to use their initiative to identify additional activities that can be done labour-intensively to comply with the set minimum labour intensity target. Provision has been made within the Contract Participation Goal section in the Bill of Quantities for the monthly reporting illustrating the value of the works executed under Labour Intensive Works CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.7.7 and any other supplementary specifications.

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

C2.2 Submission of Accrual Reports

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

Part C3: Scope of Work

C3 Scope of Work

PG-01.1 (EC) SCOPE OF WORKS – GCC 3rd Edition (2015)

Project title:	<i>DOJ Harrismith Magistrate Office: Installation of Emergency Back-Up Generator</i>		
Tender no:	BL24/005	Reference no:	14/2/1/18/6722

C3. Scope of Works

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- PS-6 SITE FACILITIES AVAILABLE
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NOTE: This is an example only. Compiler / Designer to provide the applicable contents.

B: AMENDMENTS TO THE PARTICULAR SPECIFICATIONS

Insert amendments to particular specifications

C3.3 PARTICULAR SPECIFICATIONS

List particular specifications

C3.4 STANDARD SPECIFICATIONS:

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

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

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

PROJECT SPECIFICATIONS:

Status

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

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

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

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

3.5.1 GENERAL

PS-1 PROJECT DESCRIPTION:

- Supply IP65 steel electrical kiosk and install it next to the existing electrical kiosk thereafter transfer magistrate court electrical cables to the new kiosk
- Supply and install a new 100kVA outdoor generator with its automatic transfer panel
- Testing and commissioning of new 100kVA generator
- To connect the whole facility under emergency power
- Supply 10m of 95mm² cable to connect the generator
- Contractor to appoint the consultant to design and install plinth as per the specification.
- To do load balancing
- Painting of DB Board in red to indicate full back-up
- Testing and issuing of certificate of compliance (COC) for all electrical installations

3.5.2 AMENDMENTS TO THE STANDARD AND PARTICULAR SPECIFICATION:

Insert amendments

C3.5.3 PARTICULAR SPECIFICATIONS:

Insert particular specification

C3.6 STANDARD MINIMUM REQUIREMENTS

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

C3.6.1 cidb Best Practice: Green Building Certification, No. 34158 Government Gazette, 1 April 2011

C3.6.2 cidb Standard for Developing Skills through Infrastructure Contracts, No. 36760 Government Gazette, 23 August 2013

C3.6.3 cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013

C3.6.4 Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017, No. 40553 Government Gazette, 20 January 2017

- C3.6.5 cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts, No. 41237 Government Gazette, 10 November 2017
- C3.6.6 cidb Standard for Minimum Requirements for Engaging Contractors and Sub-Contractors on Construction Works Contracts, No. 41237 Government Gazette, 10 November 2017
- C3.6.7 cidb Standard for Minimum Requirements for Engaging Contractors and Sub- Contractors on Construction Works Contracts, No. 42021 Government Gazette, 9 November 2018
- C3.6.8 cidb Standard for Developing Skills through Infrastructure Contracts, No 48491 Government Gazette, 23 April 2023

C3.7 CONTRACT PARTICIPATION GOALS AND CIDB BUILD PROGRAMME

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

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

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

C3.7.1 Minimum Targeted Local Material Manufacturer Contract Participation Goal

The Minimum Targeted Local Building Material Manufacturers CPG is *applicable* to this project.

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

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

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

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

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

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

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

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

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

The Minimum Targeted Local Building Material Suppliers CPG is to this project.

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

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

A targeted supplier is a targeted enterprise that

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

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

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

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

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

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

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

The Minimum Targeted Local Labour Skills Development CPG is *applicable* to this project.

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

labour-intensive construction techniques careful and considered construction planning and implemented in the project irrespective whether a minimum percentage Participation Goal is applicable or not.

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

Targeted labour: individuals who:

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

Adapted from SANS 10845-7:2015, definition 2.12

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

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

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

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

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

The Minimum Targeted Enterprise Development CPG is *applicable* to this project.

The aim of this best practice standard for indirect targeting for enterprise development in accordance with the Standard for Indirect Targeting for Enterprise Development (published in Government Gazette 36190 of 25 February 2013), as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. is to promote enterprise development by providing for a minimum Contract Participation Goal (CPG) of **percentage Min 5% and Max 30%** of the contract amount as defined in the Standard (Tender amount, excluding allowances and VAT) on selected contracts to be undertaken by joint-venture partners or to be sub-contracted to developing contractors that are also to be beneficiaries of enterprise development support from the main contractor.

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

The lead partner or main contractor shall dedicate a **minimum percentage Min 5% and Max 30%** of the tender value at the time of award, excluding allowances and VAT, to provide developmental support to targeted subcontractor or joint venture partner applicable to contracts in Grades 7 to 9, General Building and Civil Engineering contracts. Preference will be given to insert type of enterprises, e.g. General Building, Electrical, Mechanical, Plumbing, etc. .It could be either or any combination of all Enterprises.

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

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

C3.7.4.1 Criteria

The main or lead partner of the successful bidder shall:

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

C3.7.4.2 Management

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

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

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

- Minimum experience of 5 years in the construction industry at Managerial level as a Site Agent, Contracts Manager, Site Manager, Construction Manager, Business Development Manager or Enterprise Development Manager.

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

C3.7.4.2 Management

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

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

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

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

C3.7.4.4 Format of Communications

The contractor shall submit to the Employer's Representative:

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

C3.7.4.5 The Key Personal

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

C3.7.4.6 Management Meetings

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

C3.7.4.7 Forms for contract administration

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

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

C3.7.4.8 Records

The contractor shall:

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

C3.7.4.9 Payment Certificates

The contractor shall:

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

C3.7.4.10 Compliance requirements

Non-compliance with the Best Practice Project Assessment Scheme

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

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

3.7.5 **CIDB BUILD PROGRAMME: Minimum Targeted Contract Skills Development Goal (CSDG)**

The Minimum Targeted Contract Skills Development CPG is *insert "applicable" or "not applicable"* to this project.

The contractor shall achieve or exceed in the performance of the contract the Contract Skills Development Goal (CSDG) established in the Standard for Developing Skills through Infrastructure Contracts (published in Government Gazette No 48491 of 23 April 2023 and the cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.

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

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

C3.7.5.1 Methodology

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

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

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

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

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

The contract skills participation goals, expressed in Rand, shall not be less than the contract amount multiplied by a percentage (%) factor given in Table 1 in the Standard for the applicable class of construction works.

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

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

The contractor shall apportion the learners in the different construction activities based on the scope of work. The cost of accommodating learners will be determined by using Table 2 in the Standard and this cost will be used to determine the value in Rand and will be added to the provision for training as

provided for in the Preliminary and General section in the Bill of Quantities/Pricing schedules/Activity schedule.

Table 2: Notional Cost of Training per Headcount

Source: cidb Standard for Skills Development

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

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

- (a) (a) The successful contractor may employ part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates (delete that which is not applicable) directly or through a Skills Development Agency (SDA), (A1 - List of cidb accredited SDAs).
- (b) The successful contractor must employ at least sixty percent (60%) of the learners from an FET / TVET college should the contractor select to have part/full occupational qualification learners and trade qualification learners contributing to the CSDG.
- (c) The successful contractor shall employ at least **insert applicable percentage, both in words and figures** from eligible part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates (delete that which is not applicable) in the employment of the employer.
- (d) The successful contractor shall ensure that no single method shall contribute more than seventy five percent (75%) of the CSDG for the contract.
- (e) The successful contractor may only place thirty three percent (33%) employed employees or that of his subcontractors contributing to the CSDG.
- (f) The contractor shall employ at least sixty percent (60%) of the learners from a Public FET / TVET college should the contractor select to have trade qualification learners (Method 2) contributing to the CSDG.
- (g) One of the objectives of the project is to train **insert applicable number, both in words and figures** Occupational qualifications, trade qualification, work integrated learners – P1 and P2 learners, professional candidates. (Delete that which is not applicable)

C3.7.5.2 Management

- (a) The successful contractor must keep site records regarding the part/full occupational qualification learners', trade qualification learners', work integrated learners' or candidates' (delete that which

is not applicable) progress, site attendance, hours worked and other relevant information as required by the Standard.

- (b) The successful contractor shall provide the required number of appropriately qualified mentors to the maximum number of part/full occupational qualification learners, trade qualification learners, work integrated learners in the proportion as specified in the Standard.
- (c) The successful contractor shall provide a supervisor to manage the training of the part/full occupational qualification learners, trade qualification learners, work integrated learners, candidates. (delete that which is not applicable)
- (d) The successful contractor shall submit to the employer's representative a baseline training plan in the specified format (Pro-forma A2) for the part/full occupational qualification learners, trade qualification learners, work integrated learners, candidates (delete that which is not applicable) within 30 days of start of the contract.
- (e) The successful contractor shall submit to the employer's representative project interim report in the specified format (Pro-forma A3) on the progress of each of part/full occupational qualification learner, trade qualification learner, work integrated learner, candidate (delete that which is not applicable) every three months.
- (f) The successful contractor shall submit to the employer's representative the names and particulars in the specified format (Pro-forma A4) of the supervisor, mentors for the part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates (delete that which is not applicable) within 30 days of start of the contract.
- (g) The successful contractor shall keep a daily record of all the part/full occupational qualification learners, trade qualification learners, work integrated learners, candidates on site and their daily activities and shall be made available to the employer's representative on request.
- (h) The successful contractor shall submit to the employer's representative the reports on the progress and status of the part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates (delete that which is not applicable) with the monthly invoice for the payment certificate.
- (i) The successful contractor shall have health and safety inductions for all part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates (delete that which is not applicable).
- (j) The successful contractor shall conduct entry and exit medical tests of all part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates (delete that which is not applicable).
- (k) The successful contractor shall provide personal protective equipment (PPE) to all part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates (delete that which is not applicable) at the start of their employment on site.
- (l) Based on the agreed skills methods the contractor may employ part/full Occupational Qualification Learners and /or Trade Qualification Learners and/or Work Integrated Learners and/or Candidates (delete that which is not applicable) directly or through a Skills Development Agency (SDA), training provider or skills development facilitator (Form A1 - List of cidb accredited SDAs). The contractor shall ensure that no more than one Method shall be applied to any individual concurrently in the calculation of the CSDG for the contract.

Note to PM: Note to PM: A feasibility study must be undertaken at project level to verify that the contract participation goal can realistically be achieved within the targeted area. Such feasibility study shall be included in the contract data. Guidelines for undertaking a feasibility study are given in Appendix A of Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts No. 41237 GOVERNMENT GAZETTE, 10 November 2017

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

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

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

Precedence

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

Hand excavateable material

Hand excavateable material is:

a) granular materials:

- i) whose consistency when profiled may in terms of Table 3 be classified as very loose, loose, medium dense, or dense; or
- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;

b) cohesive materials:

- i) whose consistency when profiled may in terms of Table 3 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

Note

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

Table 3: Consistency of materials when profiled			
GRANULAR MATERIALS		COHESIVE MATERIALS	
CONSISTENCY	DESCRIPTION	CONSISTENCY	DESCRIPTION
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40 mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of a	Stiff	Can be indented by thumb-nail; slight indentation produced by

- stormwater drainage
- roads
- sidewalks and non-motorised transport infrastructure
- water and sanitation

Precedence

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

Hand excavateable material

Hand excavateable material is:

a) granular materials:

- whose consistency when profiled may in terms of Table 3 be classified as very loose, loose, medium dense, or dense; or
- where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;

b) cohesive materials:

- whose consistency when profiled may in terms of Table 3 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
- where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

Note

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

Table 3: Consistency of materials when profiled			
GRANULAR MATERIALS		COHESIVE MATERIALS	
CONSISTENCY	DESCRIPTION	CONSISTENCY	DESCRIPTION
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40 mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of a geological pick; requires many blows for excavation.	Stiff	Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumb-nail with difficulty; slight indentation produced by blow of a geological pick point.

Trench excavation

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

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

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

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

Excavation

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

Clearing and grubbing

Grass and bushes shall be cleared by hand.

Shaping

All shaping shall be undertaken by hand.

Loading

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

Haul

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

Offloading

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

Spreading

All material shall be spread by hand.

Compaction

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

Grassing

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

Stone pitching and rubble concrete masonry

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

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

Grout shall be mixed and placed by hand.

Manufactured Elements

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

C3.8 Submission of Accrual Reports

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

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

Submission of Monthly Local Material Utilisation Report (Local Content) is *insert "applicable" or "not applicable"* to this project.

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

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

HIV/AIDS SPECIFICATION

PW 1544



DEPARTMENT OF PUBLIC WORKS

HIV/AIDS

SPECIFICATION

OCTOBER 2004

SECTION**HIV/AIDS SPECIFICATION****HIV/AIDS REQUIREMENTS****1 SCOPE**

This specification contains all requirements applicable to the Contractor for creating HIV/AIDS awareness amongst all of the Workers involved in this project for the duration of the construction period, through the following strategies:

- Raising awareness about HIV/AIDS through education and information on the nature of the disease, how it is transmitted, safe sexual behaviour, attitudes towards people affected and people living with HIV/AIDS, how to live a healthy lifestyle with HIV/AIDS, the importance of voluntary testing and counselling, the diagnosis and treatment of Sexually Transmitted Infections and the closest health Service Providers;
- Informing Workers of their rights with regard to HIV/AIDS in the workplace;
- Providing Workers with access to condoms and other awareness material that will enable them to make informed decisions about sexual practices.

2 DEFINITIONS AND ABBREVIATIONS**2.1 Definitions**

Service Provider: The natural or juristic person recognised and approved by the Department of Public Works as a specialist in conducting HIV/AIDS awareness programmes.

Service Provider Workshop Plan: A plan outlining the content, process and schedule of the training and education workshops, presented by a Service Provider which has been approved by the Representative/Agent.

Worker: Person in the employ of the Contractor or under the direction or supervision of the Contractor or any of his Sub-contractors, who is on site for a minimum period of 30 days in all.

2.2 Abbreviations

- HIV : Human Immunodeficiency Virus.
- AIDS : Acquired Immune Deficiency Syndrome.
- STI : Sexually Transmitted Infection.

3 BASIC METHOD REQUIREMENT**3.1 The Contractor shall, through a Service Provider, conduct onsite workshops with the Workers.**

The Service Provider shall develop and compile a Service Provider Workshop Plan to be presented at the workshops and which will be best suited for this project to achieve the specified objectives with regard to HIV/AIDS awareness.

The Service Provider Workshop Plan shall be based on the following information provided by the Contractor:

- Number of Workers and Sub-contractors on site;
- When new Workers or Sub-contractors will join the construction project;
- Duration of Workers and Sub-contractors on site;
- How the maximum number of Workers can be targeted with workshops;
- How the Contractor prefers workshops to be scheduled, e.g. three hourly sessions per Worker, or one 2.5 hour workshop per Worker;
- Profile of Workers, including educational level, age and gender (if available);
- Preferred time of day or month to conduct workshops;
- A Gantt chart reflecting the construction programme, for scheduling of workshops;
- Suitable venues for workshops.

The Contractor shall submit the Service Provider Workshop Plan for approval within 21 days after the tender acceptance date. After approval by the Representative/Agent, the Contractor shall make available a suitable venue that will be conducive to education and training.

3.2 The Service Provider Workshop Plan shall address, but will not be limited to the following:

- 3.2.1 The nature of the disease;
- 3.2.2 How it is transmitted;
- 3.2.3 Safe sexual behaviour;
- 3.2.4 Post exposure services such as voluntary counselling and testing (VCT) and nutritional plans for people living with HIV/AIDS;
- 3.2.5 Attitudes towards other people with HIV/AIDS;
- 3.2.6 Rights of the Worker in the workplace;
- 3.2.7 How the Awareness Champion will be equipped prior to commencement of the HIV/AIDS awareness programme with basic HIV/AIDS information and the necessary skills to handle questions regarding the HIV/AIDS awareness programme on site sensitively and confidentially;
- 3.2.8 How the Service Provider will support the Awareness Champion;
- 3.2.9 Location and contact numbers of the closest clinics, VCT facilities, counselling services and referral systems;
- 3.2.10 How the workshops will be presented, including frequency and duration;
- 3.2.11 How the workshops will fit in with the construction programme;
- 3.2.12 How the Service Provider will assess the knowledge and attitude levels of attendees to structure workshops accordingly;
- 3.2.13 How the video will be used;
- 3.2.14 How the Service Provider will elicit maximum participation from the Workers;
- 3.2.15 A questions and answers slot (interactive session).

The Service Provider Workshop Plan shall encompass the Specific Learning Outcomes (SLO) as stipulated.

4 HIV/ AIDS AWARENESS EDUCATION AND TRAINING

4.1 Workshops

The Contractor shall ensure that all Workers attend the workshops.

The workshops shall adequately deal with all the aspects contained in the Service Provider Workshop Plan. A video of HIV/AIDS in the construction industry, which can be obtained from all Regional Offices of the Department of Public Works, is to be screened to Workers at workshops. In order to enhance the

learning experience, groups of not exceeding 25 people shall attend the interactive sessions of the workshops.

4.2 Recommended practice

4.2.1 Workshop Schedule

Presenting information contained in the Service Provider Workshop Plan can be divided in as many workshop sessions as deemed practicable by the Contractor, provided that all Workers are exposed to all aspects of the workshops as outlined in the Service Provider Workshop Plan.

Breaking down the content of information to be presented to Workers into more than one workshop session however, has the added advantage that messages are reinforced over time while providing opportunity between workshop sessions for Workers to reflect and test information. Workers will also have an opportunity to ask questions at a following session.

4.2.2 Service Providers

A database of recommended Service Providers is available from all Regional Offices of the Department of Public Works.

4.2.3 HIV/AIDS Specific Learning Outcomes and Assessment Criteria

Workers shall be exposed to workshops for a minimum duration of two-and-a-half hours. In order to set a minimum standard requirement, the following specific learning outcomes and assessment criteria shall be met.

4.2.3.1 UNIT 1: The nature of HIV/AIDS

After studying and understanding this unit, the Worker will be able to differentiate between HIV and AIDS and comprehend whether or not it is curable. The Worker will also be able to explain how the HI virus operates once a person is infected and identify the symptoms associated with the progression of HIV/AIDS.

Assessment Criteria:

1. Define and describe HIV and AIDS;
2. List and describe the progression of HIV/AIDS.

4.2.3.2 UNIT 2: Transmission of the HI virus

After studying and understanding this unit, the Worker will be able to identify bodily fluids that carry the HI virus. The Worker will be able to recognise how HIV/AIDS is transmitted and how it is not transmitted.

Assessment Criteria:

1. Record in what bodily fluids the HI virus can be found;
2. Describe how HIV/AIDS can be transmitted;
3. Demonstrate the ability to distinguish between how HIV/AIDS is transmitted and misconceptions around transmittance of HIV/AIDS.

4.2.3.3 UNIT 3: HIV/AIDS preventative measures

After studying and understanding this unit, the Worker will comprehend how to act in a way that would minimise the risk of HIV/AIDS infection and to use measures to prevent the HI virus from entering the bloodstream.

Assessment Criteria:

1. Report on how to minimise the risk of HIV/AIDS infection;
2. Report on precautions that can be taken to prevent HIV/AIDS infection;
3. Explain or demonstrate how to use a male and female condom;
4. List the factors that could jeopardize the safety of condoms provided against HIV/AIDS Transmission.

4.2.3.4 UNIT 4: Voluntary HIV/AIDS counselling and testing

After studying and understanding this unit, the Worker will be able to recognise methods of testing for HIV/AIDS infection. The Worker will be able to understand the purpose of voluntary HIV/AIDS testing and pre- and post-test counseling.

Assessment Criteria:

1. Describe methods of testing for HIV/AIDS infection;
2. Report on why voluntary testing is important;
3. Report on why pre- and post-test counselling is important.

4.2.3.5 UNIT 5: Living with HIV/AIDS

After studying and understanding this unit, the Worker will be able to recognise the importance of caring for people living with HIV/AIDS and be able to manage HIV/AIDS.

Assessment Criteria:

1. List and describe ways to manage HIV/AIDS;
2. Describe nutritional needs of people living with HIV/AIDS;
3. Describe ways to embrace a healthy lifestyle as a person living with HIV/AIDS;
4. Explain the need for counselling and support to people living with HIV/AIDS.

4.2.3.6 UNIT 6: Treatment options for people with HIV/AIDS

After studying and understanding this unit, the Worker will be familiar with the various treatments available to HIV/AIDS infected or potentially HIV/AIDS infected people.

Assessment Criteria:

1. Discuss anti-retroviral therapy;
2. List methods of treatment to prevent HIV/AIDS transmission from mother-to-child;
3. Describe the need for treatment of opportunistic diseases for people living with HIV/AIDS;
4. Describe post exposure prophylactics.

4.2.3.7 UNIT 7: The rights and responsibilities of Workers in the workplace with regard to HIV/AIDS

After studying and understanding this unit, the Worker will be able to identify the rights and responsibilities of the Worker living with HIV/AIDS in the workplace. The Worker will recognise the importance of accepting colleagues living with HIV/AIDS and treating them in a non-discriminative way.

Assessment Criteria:

1. Discuss the rights of a person living with HIV/AIDS in the workplace;
2. Discuss the responsibilities of a person living with HIV/AIDS in the workplace;
3. Report on why acceptance and non-discrimination of colleagues living with HIV/AIDS is important.

4.3 Displaying of plastic laminated posters and distribution of information booklets

The Contractor shall obtain a set of four laminated posters conveying different key messages and information booklets. The contractor should include the costs of posters and information booklets in his/her tender price.

The above-mentioned posters and information booklets have been prepared to raise awareness and to share information about HIV/AIDS and STI's.

Posters or display stands shall be displayed on site as soon as possible, but not later than 14 days after the date of site handover.

Posters shall be displayed in areas highly trafficked by Workers, including toilets, rest areas, the site office and compounds.

The posters on display must always be intact, clear and readable.

Information booklets must be distributed to all Workers as soon as possible, but not later than 14 days after site handover, or as soon as the Worker joins the site.

5 PROVIDING WORKERS WITH ACCESS TO CONDOMS

The Contractor shall provide and maintain condom dispensers and make both male and female condoms, complying with the requirements of SABS ISO 4074, available at all times to all Workers at readily accessible points on site, for the duration of the contract. The Contractor may obtain condom dispensers from the Department of Health and condoms may be obtained from the Local Clinic or the Department of Health.

At least one male and one female condom dispenser and a sufficient supply of condoms, all to the approval of the Representative/Agent, shall be made available on site within 14 days of site hand over. Contractors should note that arrangements to obtain condoms from the Department of Health Clinics prior to site hand over may be necessary, to ensure that condoms are available within 14 days of site handover.

Condoms shall be made available in areas highly trafficked by Workers, including toilets, the site office and compounds.

6 ENSURING ACCESS TO HIV/AIDS TESTING AND COUNSELLING FACILITIES AND TREATMENT OF SEXUALLY TRANSMITTED INFECTIONS (STI)

The Contractor shall provide Workers with the names of the closest Service Providers that provide HIV/AIDS testing and counselling and Clinics providing Sexually Transmitted Infection (STI) diagnosis and treatment. Information on these Service Providers and Clinics must be displayed on a poster of a size not smaller than A1 in an area highly trafficked by Workers.

7 APPOINTMENT OF AN HIV/AIDS AWARENESS CHAMPION

- 7.1 Within 14 days of site handover the Contractor shall appoint an Awareness Champion from amongst the Workers, who speaks, reads and writes English, who speaks and understands all the local languages spoken by the Workers and who shall be on site during all stages of the construction period. The Contractor shall ensure that the Awareness Champion has been trained by the Service Provider on basic HIV/AIDS information, the support services available and the necessary skills to handle questions regarding the HIV/AIDS programme in a sensitive and confidential manner.

7.2 The Awareness Champion shall be responsible for:

7.2.1 Liaising with the Service Provider on organising awareness workshops;

7.2.2 Filling condom dispensers and monitoring condom distribution;

7.2.3 Handing out information booklets;

7.2.4 Placing and maintaining posters.

8 MONITORING

The Contractor shall grant to the Representative/Agent reasonable access to the construction site, in order to establish that the Contractor complies with his obligations regarding HIV/AIDS awareness under this contract.

The Contractor must report problems experienced in implementing the HIV/AIDS requirements to the Representative/Agent.

The attached SITE CHECKLIST (SCHEDULE A) shall be completed and submitted at every construction progress inspection to the Representative/Agent.

The attached SERVICE PROVIDER REPORT (SCHEDULE B) shall be completed and submitted on a monthly basis to the Department's Project Manager, through the Representative/Agent.

The attached CONTRACTOR HIV/AIDS PROGRAMME REPORT (SCHEDULE C), a close out programme report, shall be completed by the Contractor at the end of the contract.



SCHEDULE A

HIV/AIDS PROGRAMME: SITE CHECKLIST

When did construction commence: _____

Name of Departmental Project Manager: _____

Please refer to HIV/AIDS Programme activities during the reporting period

Tick the block if Contractor satisfactorily complied with specifications

DATE	PI							PI	PI	PI	PI	PI
	S	D	M	W	T	F	S					
Programme implemented within 14 days of site handover												
Awareness champion on site												
HIV/AIDS awareness service provider report												
Male condom dispenser												
Sufficient male condoms available												
Male condom dispenser in a highly trafficked area												
Female condom dispenser												
Sufficient female condoms available												
Female condom dispenser in a highly trafficked area												
All four types of posters displayed												
Posters in a good condition												
Posters in a highly trafficked area												
Posters displayed on local support services: clinic & VCT centre												
Support service poster/s in highly trafficked area												
Support service poster/s in a good condition												

Please indicate the applicable number for the reporting period

Workers on payroll (at PI)							
Sub-Contractors who will be on site for longer than 30 days (at PI)							
Workshop attendees							
Number of workshops held							
Scheduled workshops according to approved workshop plan							
Booklets distributed							
Male condoms distributed							
Female condoms distributed							

Representative/Agent _____ Date _____

Contractor _____ Date _____

Date of progress inspection: (ccyy/mm/dd)

Reporting period: (ccyy/mm/dd) _____ to (ccyy/mm/dd) _____

Deviations from HIV/AIDS awareness programme plan:

Corrective actions:

Representative/Agent

Departmental Project Manager

Date

Date

SCHEDULE B

HIV/AIDS AWARENESS PROGRAMME: SERVICE PROVIDER REPORT

Reporting period: (ccyy/mm/dd) _____ to (ccyy/mm/dd) _____

Number of workshops conducted in reporting period: _____

Number of scheduled workshops according to approved workshop plan: _____

Deviations from workshop plan:

State reasons for deviating from workshop plan:

Corrective actions:

Service Provider

Date

Date

HIV/AIDS AWARENESS PROGRAMME : WORKSHOP CONTENT ADDRESSED

Fill in the applicable information with regard to each workshop conducted

DATE	W/S														
	D	M	W	D	M	W	D	M	W	D	M	W	D	M	W
Content of workshop: (Mark the content included)															
SLO1															
SLO2															
SLO3															
SLO4															
SLO5															
SLO6															
SLO7															
HIV/AIDS in construction video															
Indicate the duration of the workshop in hours															
Total number of Workers															
Indicate workshop venue															

SCHEDULE C

CONTRACTOR HIV/AIDS PROGRAMME REPORT

Project name: _____

Project Location: _____

Contract value of project: R_____

Department of Public Works Project Manager: _____

HIV/AIDS Programme duration: (ccyy/mm/dd) _____ to (ccyy/mm/dd) _____

AWARENESS MATERIAL

Describe location of posters displayed during the programme: _____

Comments on posters: _____

Indicate total number of booklets distributed: _____

Comments on booklets: _____

CONDOMS

Indicate total number of male condoms distributed: _____

Indicate total number of female condoms distributed: _____

Describe where male condom dispenser was placed: _____

Describe where female condom dispenser was placed: _____

HIV/AIDS WORKSHOPS

Indicate the total number of HIV/AIDS workshops conducted: _____

Indicate the duration of workshops: _____

Indicate the total number of Workers that participated in the HIV/AIDS workshops: _____

Indicate the total number of Workers that were exposed to the video on HIV/AIDS in the Construction Industry: _____

Comments on HIV/AIDS workshops on site: _____

GENERAL

Briefly describe programme activities and satisfaction with outcome: _____

Additional comments, suggestions or needs with regard to the HIV/AIDS awareness programmes on site:

Please indicate if your company has a formal HIV/AIDS policy focussing on HIV/AIDS awareness raising and care and support of HIV/AIDS Workers:

Yes	No	Currently developing one
-----	----	--------------------------

Please indicate if, to your knowledge, you have lost any workers during the duration of the project to HIV/AIDS related sicknesses. One or more of the following might indicate an HIV/AIDS related death:

Excessive weight loss
 Reactive TB
 Hair loss
 Severe tiredness

Coughing or chest pain
 Pain when swallowing
 Persistent fever
 Diarrhoea

Vomiting
 Meningitis
 Memory loss
 Pneumonia

Number of HIV/AIDS-related deaths: _____

Contractor

Date

Departmental Project Manager

Date

OHS SPECIFICATION

ELECTRICAL SPECIFICATION AND SCHEDULE



DEPARTMENT OF PUBLIC WORKS

OCCUPATIONAL HEALTH AND SAFETY

HEALTH & SAFETY SPECIFICATIONS

FOR

PROJECTS AND MAINTENANCE
(DOJ: HARRISMITH MAGISTRATE COURT: INSTALLATION
OF A BACK UP GENERATOR)

MANAGED ON BEHALF OF

THE NATIONAL DEPARTMENT OF
PUBLIC WORKS



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attachments:	
14. Health and safety file compilation and content	
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16. COVID 19 Guidelines (These items will be included into the Health and Safety Plan developed by the Appointed service Provider)	
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16.4 Employee Screening declarations

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16.8 Safe Work Procedures

16.9 Checklists

16.10 Training Material

16.11 Posters

16.12 Compliance Officer Appointments



1. PREAMBLE

*In terms of Construction Regulation 4(1) (a) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), the Department of Public Works, as the Client and/or its Agent on its behalf, shall be responsible to prepare Health & Safety Specifications for any intended construction project and provide any Principal Contractor who is making a bid or appointed to perform construction work for the Client and/or its Agent on its behalf with the same.



*The Client's further duties are as described in The Act and the Regulations made there-under. The Principal Contractor shall be responsible for the Health & Safety Policy for the site in terms of Section 7 of the Act and in line with Construction Regulation 5 as well as the Health and Safety Plan for the project.

This 'Health and Safety Specifications' document is governed by the "Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), hereinafter referred to as 'The Act'. Notwithstanding this, cognizance should be taken of the fact that no single Act or its set of Regulations can be read in isolation. Furthermore, although the definition of Health and Safety Specifications stipulates 'a documented specification of all health and safety requirements pertaining to associated works on a construction site, so as to ensure the health and safety of persons', it is suggested that the entire scope of the Labor legislation, including the Basic Conditions of Employment Act be considered as part of the legal compliance system. With reference to this specification document this argument is limited to all health, safety and environmental issues pertaining to the site of the project as referred to here-in. It is reiterated that environmental management can not be disregarded.

Due to the wide scope and definition of construction work, every construction activity and site will be different, and may change even on a daily basis. Therefore, due caution is to be taken when drafting the Health and Safety Plan based on these Health and Safety Specifications. Prior to drafting the Health and Safety Plan, and in consideration of the information contained here-in, the contractor shall set up a Risk Assessment Program to determine any risk associated with any hazard at the construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard. This Risk Assessment and the steps identified will be the basis or point of departure for the Health and Safety Plan. The Health and Safety Plan shall include documented 'Methods of Statement' detailing the key activities to be performed in order to reduce as reasonably as practicable the hazards identified in the Risk Assessment.

The Department of Public Works is tasked to provide accommodation and operational facilities to a very large proportion of the approximate 40 National Departments responsible for the governance of the Department of Public Works. A very large number of State employees and public users of the facilities and the services provided there-in directly interacts with the facilities provided by the well-being, health and safety of a great number of people. This Department thus has directly or indirectly, an impact on the Republic of South Africa as well as the National Parliament.

In this a high premium is to be placed on the health and safety of the most valuable assets of the Department of Public Works. These are its personnel, the personnel of its Clients and the physical assets of which it is the custodian and may also include the public as well. The responsibilities the Department and relevant stakeholders have toward its employees and other people present in the facilities or on the sites are captured further in this specification document. These responsibilities stem from both moral, civil and a variety of legal obligations.

*Every effort has been made to ensure that this specification document is accurate and adequate in all respects. Should it however, contain any errors or omissions they may not be considered as grounds for claims under the contract for additional reimbursement or extension of time, or relieve the Principal Contractor from his responsibilities and accountability in respect of the project to which this specification document pertains.

*2. SCOPE OF HEALTH AND SAFETY SPECIFICATION DOCUMENT

The Health and Safety Specifications pertaining to the project; Phase 1 and Phase 2" etc. etc.), cover the subjects contained in the index and is intended to outline the normal as well as any special requirements of the Department pertaining to the health and safety matters (including the environment) applicable to the project in question. These Specifications should be read in conjunction with the Act, the Construction Regulations and all other Regulations and Safety Standards which were or will be promulgated under the Act or incorporated into the Act and be in force or come into force during the effective duration of the project. The stipulations in this specification, as well as those contained in all other documentation pertaining to the project, including contract documentation and technical

specifications shall not be interpreted, in any way whatsoever, to countermand or nullify any stipulation of the Act, Regulations and Safety Standards which are promulgated under, or incorporated into the Act.

3. PURPOSE

The Department is obligated to implement measures to ensure the health and safety of all people and properties affected under its custodianship or contractual commitments, and is further obligated to monitor that these measures are structured and applied according to the requirements of these Health and Safety Specifications.

The purpose of this specification document is to provide the relevant Principal Contractor (and his /her contractor) with any information which might affect the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; and to protect persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work during the carrying out of construction work for the Department of Public Works. The Principal Contractor (and his /her contractor) is to be briefed on the significant health and safety aspects of the project and to be provided with information and requirements on inter alia:

- a) Safety considerations affecting the site of the project and its environment;
- b) Health and safety aspects of the associated structures and equipment;
- c) Submissions on health and safety matters required from the Principal Contractor (and his /her contractor); and
- d) The Principal Contractor's (and his /her contractor) health & safety plan.

It must be ensured that the Principal Contractor (and his /her contractor) is fully aware of what is expected from him/her with regard to the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Regulations made there-under including the applicable safety standards, and in particular in terms of Section 8 of the Act.

The Occupational Health and Safety Act (Sixth Revised Edition: 16.2 August 2016), 1993 (Act 85 of 1993) in its entirety shall apply to the contract to which this specification document applies. The Construction Regulations promulgated on 18 July 2003 and incorporated into the above Act by Government Notice R 1010, published in Government Gazette 25207 shall apply to any person involved in construction work pertaining to this project, as will the Act read with the Amended Construction Regulation 2014

4. DEFINITIONS

“Purpose of the Act” –NB: This information below shall be read with the new Construction Regulations 2017(Sixth Revised Edition: 16.2 August 2016), 1993 (Act 85 of 1993)

To provide for the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; the protection of persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work; to establish an advisory council for occupational health and safety; and to provide for matters connected therewith.

“Agent” –Means any person who acts as a representative for a client;

“Client” –Means any person for whom construction work is performed;

“Construction Work” is defined as any work in connection with –

- (a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
- (b) the installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling;
- (c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
- (d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;

“Contractor” –means an employer, as defined in Section 1 of the Act, who performs construction work and includes Principal Contractors;

“Health and Safety File” –means a file, or other record in permanent form, containing the information required a contemplated in the regulations;

“Health and Safety Plan” –means a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified;

“Health and Safety Specification” –means a documented specification of all health and safety requirements pertaining to the associated works on a construction site, so as to ensure the health and safety of persons;

“Method Statement” –means a document detailing the key activities to be performed in order to reduce as reasonably as practicable the hazards identified in any risk assessment;

“Principal Contractor” –means an employer, as defined in section 1 of the Act who performs construction work and is appointed by the client to be in overall control and management of a part of or the whole of a construction site;

“Risk Assessment” –means a program to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard.

***5. OCCUPATIONAL HEALTH & SAFETY MANAGEMENT**

5.1 Structure and Organization of OH&S Responsibilities

5.1.1. Overall Supervision and Responsibility for OH&S

- * The Client and/or its Agent on its behalf to ensure that the Principal Contractor, appointed in terms of Construction Regulation 4(1)(c), implements and maintains the agreed and approved H&S Plan.
- * The Chief Executive Officer of the Principal Contractor in terms of Section 16 (1) of the Act to ensure that the Employer (as defined in the Act) complies with the Act. The pro forma Legal Compliance Audit may be used for this purpose.
- * All OH&S Act (85 /1993), Section 16 (2) appointee/s as detailed in his/her/their respective appointment forms to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal Contractor to become part of site records (Health & Safety File).
- * The Construction Supervisor and Assistant Construction Supervisor/s appointed in terms of Construction Regulation 6 to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal Contractor to become part of site records (Health & Safety File).
- * All Health and Safety Representatives (SHE-Reps) as per Section 18 of the Act.

5.1.2. Further (Specific) Supervision Responsibilities for OH&S

Several appointments or designations of responsible and /or competent people in specific areas of construction work are required by the Act and Regulations. The following competent appointments, where applicable, in terms of the Construction Regulations are necessary to ensure compliance to the Act, Regulations and Safety Standards

Required appointments as per the Construction Regulations:-

Item	Regulation	Appointment	Responsible Person
1.	4(1)(c)	Principal contractor for each phase or project	Client
2.	5(3)(b)	Contractor	Principal Contractor
3.	5(11)	Contractor	Contractor
4.	6(1)	Construction supervisor	Contractor
5.	6(7)	Construction supervisor sub ordinates	Contractor
6.	6(6)	Construction Safety Officer	Contractor
7.	7(1)	Person to carry out risk assessment	Contractor
8.	7(4)	Trainer/Instructor	Contractor
9.	8(1)(a)	Fall protection planner	Contractor
10.	10(a)	Formwork & support work supervisor	Contractor
11.	10(e) + (f)	Formwork & support work examiner	Contractor
12.	11(1)	Excavation supervisor	Contractor
13.	11(3)(b)(ii)(b)	Professional engineer or technologist	Contractor
14.	11(3)(k)	Explosives expert	Contractor
15.	12(1)	Supervisor demolition work	Contractor
16.	12(2) + (3)	Demolition expert	Contractor
17.	12(11)	Explosives expert	Contractor
18.	14(2)	Scaffold supervisor	Contractor
19.	15(1)	Suspended platform supervisor	Contractor
20.	15(2)(c)	Compliance plan developer	Contractor
21.	15(8)(c)	Suspended platform expert	Contractor
22.	15(13)	Outrigger expert	Contractor
23.	17(8)(a)	Material hoist inspector	Contractor
24.	18(1)	Batch plant supervisor	Contractor
25.	18(7)	Batch plant operator	Contractor
26.	19(2)(b)	Power tool expert	Contractor
27.	19.2 (g) (i)	Power tool controller	Contractor
28.	20(f)	Tower crane operator	Contractor
29.	21(1)(d)(i)	Construction vehicle and mobile plant operator	Contractor
30.	21(1)(j)	Construction vehicle and mobile plant inspector	Contractor
31.	22(d)	Temporary electrical installations inspector	Contractor
32.	22(e)	Temporary electrical installations controller	Contractor
33.	26(a)	Stacking and storage supervisor	Contractor
34.	27(h)	Fire equipment inspector	Contractor

This list may be used as a reference or tool to determine which components of the Act and Regulations would be applicable to a particular site, as was intended under the Chapter "Preamble" above. (Page 4)

5.2 Communication & Liaison

- 5.2.1 OH&S Liaison between the Employer, the Principal Contractor, the other Contractors, the Designer and other concerned parties will be through the H&S Committee as per the procedures determined by the H&S Committee.
- 5.2.2 In addition to the above, communication may be directly to the Client or his appointed Agent, verbally or in writing, as and when the need arises.
- 5.2.3 Consultation with the workforce on OH&S matters will be through their Supervisors and H&S Representatives ('SHE -- Reps')
- 5.2.4 The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g. design changes agreed with the Client and/or its Agent on its behalf and the Designer, instructions by the Client and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/situations etc.

6. INTERPRETATION

(i) The Occupational Health and Safety Act and all its Regulations, with the exception of the Construction Regulations, distinguish between the roles, responsibilities and functions of employers and employees respectively. It views consultants and contractors as employees of the "owner" of a construction or operational project, the "owner" being regarded as the employer. Only if formally agreed to by way of the written agreement in this regard between the "owner(s)" and consultant and /or between the "owner(s)" and the contractor(s), will these assumptions be relinquished in favor of the position agreed upon between the relevant parties.

(ii) The position taken by the Construction Regulations is that the "owner", in terms of its instructions, operates (has to operate) in the role of client as per relevant definition. The contractors working for the "client" are seen to be in two categories, i.e. the Principal Contractor and Contractors. The Principal Contractor has to take full responsibility for the health and safety on the site of the relevant project / contract. This includes monitoring health and safety conditions and overseeing administrative measures required by the Construction Regulations from all contractors on the project site. (Ordinary / sub) Contractors are required to operate under the scrutiny and control (in terms of all health and safety measures which are covered in the Construction Regulations) of the Principal Contractor. Where for the work the Principal Contractor will have to execute himself, practical health and safety measures are applicable, he will also be subject to the relevant requirements with which (ordinary / sub) Contractors have to comply. The Principal Contractor will, however, not have to actually fulfill such requirements in respect of any of the work / functions of any (ordinary / sub) Contractors on the site for which he has been appointed as Principal Contractor. However, he has to monitor / oversee such processes, ensuring that the requirements are complied with and that the required appointments / evaluations / inspections / assessments and tests are done and that the records are duly generated and kept as prescribed in the Construction Regulations. This has to feature clearly in the Principal Contractor's Health and Safety Plan.

7. RESPONSIBILITIES

7.1 Client

7.1.1 The Client or his appointed Agent on his behalf will appoint each Principal Contractor for the project in writing for assuming the role of Principal Contractor as intended by the Construction Regulations and determined by the Bills of Quantities.

7.1.2 The Client or his appointed Agent on his behalf shall discuss and negotiate with the Principal Contractor the contents of the health and safety plan of the both Principal Contractor and Contractor for approval.

7.1.3 The Client or his appointed Agent on his behalf will take reasonable steps to ensure that the health and safety plan of both the Principal Contractor and Contractor is implemented and maintained. The steps taken will include periodic audits at intervals of at least once every month.

7.1.4 The Client or his appointed Agent on his behalf will prevent the Principal Contractor and/or the Contractor from commencing or continuing with construction work should the Principal Contractor and/or the Contractor at any stage in the execution of the works be found to:

- have failed to have complied with any of the administrative measures required by the Construction Regulations in preparation for the construction project or any physical preparations necessary in terms of the Act;
- have failed to implement or maintain their health and safety plan;
- have executed construction work which is not in accordance with their health and safety plan; or
- Act in any way which may pose a threat to the health and safety of any person(s) present on the site of the works or in its vicinity, irrespective of him/them being employed or legitimately on the site of the works or in its vicinity.

7.2 Principal Contractor

7.2.1 The Principal Contractor shall accept the appointment under the terms and Conditions of Contract. The Principal Contractor shall sign and agree to those terms and conditions and shall, before commencing work, notify the Department of Labor of the intended construction work in terms of Regulation 3 of the Construction Regulations. Annexure B of this Specification contains a "Notification of Construction Work" form. The Principal Contractor shall submit the notification in writing prior to commencement of work and inform the Client or his Agent accordingly.

7.2.2 The Principal Contractor shall ensure that he is fully conversant with the requirements of this Specification and all relevant health and safety legislation. This Specification is not intended to supersede the Act nor the Construction Regulations or any part of either. Those sections of the Act and the Construction Regulations which apply to the scope of work to be performed by the Principal Contractor in terms of this contract (entirely or in part) will continue to be legally required of the Principal Contractor. The Principal Contractor will in no manner or means be absolved from the responsibility to comply with all applicable sections of the Act, the Construction Regulations or any Regulations proclaimed under the Act or which may perceivable be applicable to this contract.

7.2.3 The Principal Contractor shall provide and demonstrate to the Client a suitable and sufficiently documented Health and safety plan based on this Specification, the Act and the Construction Regulations, which shall be applied from the date of commencement of and for the duration of execution of the works. This plan shall, as appendices, include the health and safety plans of all Sub-contractors for which he has to take responsibility in terms of this contract.

7.2.4 The Principal Contractor shall provide proof of his registration and good standing with the Compensation Fund or with a licensed compensation insurer prior to commencement with the works.

7.2.5 The Potential Principal Contractor shall, in submitting his tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety requirements, the Act and Construction Regulations. (Note: This shall have to be contained in the conditions of tender upon which a tenderer's offer is based.)

7.2.6 The Principal Contractor shall consistently demonstrate his competence and the adequacy of his resources to Perform the duties imposed on the Principal Contractor in terms of this Specification, the Act and the Construction Regulations.

7.2.7 The Principal Contractor shall ensure that a copy of his health and safety plan is available on site and is Presented upon request to the Client, an Inspector, Employee or Sub-contractor.

7.2.8 The Principal Contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of this Specification, the Act and the Construction Regulations, is opened and kept on site and made available to the Client or Inspector upon request. Upon completion of the works, the Principal Contractor shall hand over a consolidated health and safety file to the Client.

7.2.9 The Principal Contractor shall, throughout execution of the contract, ensure that all conditions imposed on his Sub-contractors in terms of the Act and the Construction Regulations are complied with as if they were the Principal Contractor.

7.3 Contractor (Responsibilities of in terms of this contract and health and safety specification)

As per 7.2 above as and where applicable or as indicated in the letter of appointment.

8. SCOPE OF WORK

These specifications are applicable to the specific scope of work pertaining to the above-mentioned project as detailed in the tender documents (Building Work Specifications), this amongst all includes for example: (elaborate sufficiently and provide adequate information to give full understanding of all work to be done)

8.1 BUILDING WORK:

NB

The scope of shall be red with the Tender Document or bill of Quantities (Part C3: Scope of Works).

SCOPE:

EXISTING SINGLE-STOREY BUILDINGS:

1. Popper notice shall be given to all persons in and around the building where construction work shall be executed. The building shall occupy during the construction period.
2. Notification to the provincial director must be given.
3. The contractor and sub-contractors must be registered and in good standing with the compensation fund at all time.
4. The contractor shall appoint a full-time competent employee in writing as the construction supervisor.
5. Work shall be executed at a height greater than 3 meters.
6. Excavation work exceeding 1 meter and more.
7. All site work; the contractor must take care of proper sun-protection for all his workmen, woman.
8. No work, contractor or sub-contractor shall be allowed to work in in-climate weather.
9. No danger tape shall be used on the construction site. All work areas shall proper be brigade.
10. Special care must be taken of;-
Contractors using scaffolding shall ensure that such scaffolding, when used, complies with the safety standards are carried out under the supervision of a competent person who has been appointed in writing.

8.2 ELECTRICAL WORK:

ELECTRICAL INSTALLATIONS AND MACHINERY ON CONSTRUCTION SITES:

Notwithstanding the provisions contained in the Electrical Installation Regulations promulgated by Government Notice No. R.2920 of 23 October 1992 and the Electrical Machinery Regulations promulgated by Government Notice No. R.1953 of August 1988, respectively, as amended.

1. *Work shall be medium and low voltage electrical work. The contractor shall given proof of his high and low voltage registration.*

[Notes to the Client, Designer, Project Manager, Architect, and Agent:

add references to the above project and include specific elements identified as the 'Critical Few'. The 'Critical Few' refer to those few or singular elements of the project that have the potential to impact in a major or devastating way on the project as a whole in the event of an accident or incident occurring. (20:80 principle)

Because of the inherent generic nature of the Health and Safety Specifications document, specific relevant information on the project must be provided and it may be necessary to draft the required information under this paragraph on a separate attached document.

If at any time after commencement of the project changes is brought about to the design or construction, sufficient health and safety information and appropriate resources are to be made available to the Principal Contractor to execute the work safely.]

N.B The Principal Contractor shall on tendering make provision for the cost of health and safety measures in terms of his/her documented Health and Safety Plan and measures based on these Health and Safety Specifications during the period of the project. Construction Regulation 5(3)(g) determines that potential contractors submitting tenders have made provision for the cost of health and safety measures during the construction process.

THE HEALTH AND SAFETY PLAN IS THEREFORE TO BE INCLUDED WITH THE TENDER DOCUMENTS WHEN TENDERS ARE INVITED FOR THE PROJECT.

9. HEALTH AND SAFETY FILE

The Principal Contractor must, in terms of Construction Regulation 5(7), keep a Health & Safety File on site at all times that must include all documentation required in terms of the Act and Regulations and must also include a list of all Contractors on site that are accountable to the Principal Contractor and the agreements between the parties and details of work being done. A more detailed list of documents and other legal requirements that must be kept in the Health and Safety File is attached as an addendum to this document.

IMPORTANT:

The Health and Safety File will remain the property of the Client and/or its Agent on its behalf throughout the period of the project and shall be consolidated and handed over to the Client and/or its Agent on its behalf at the time of completion of the project.

10. OH&S GOALS AND OBJECTIVES AND ARRANGEMENTS FOR MONITORING AND REVIEWING OH&S PERFORMANCE

The Principal Contractor is required to maintain a CIFR of at least 8 (See Annexure 3. to this document: "Measuring Injury Experience") and report on this to the Client and/or its Agent on its behalf on a monthly basis.

11. IDENTIFICATION OF HAZARDS AND DEVELOPMENT OF RISK ASSESSMENTS, STANDARD WORKING PROCEDURES (SWP) AND METHOD STATEMENTS

The Principal Contractor is required to develop Risk Assessments, Standard Working Procedures (SWP) and Method Statements for each activity executed in the contract or project (see 4. below "Project/Site Specific Requirements")

The identification of hazards is over and above the hazards identification programme and those hazards identified during the drafting of the Health and Safety Plan.

12. ARRANGEMENTS FOR MONITORING AND REVIEW

12.1 Monthly Audit by Client and/or its Agent on its behalf

The Client and/or its Agent on its behalf will be conducting Periodic Audits at times agreed with the Principal Contractor Audit to comply with Construction Regulation 4(1)(d) to ensure that the principal Contractor has implemented, is adhering to and is maintaining the agreed and approved OH&S Plan.

12.2 Other audits and inspections by client and/or its agent on its behalf.

The Client and/or its Agent on its behalf reserves the right to conduct any other ad hoc audits and inspections as it and/or its Agent on its behalf deem necessary.

A representative of the Principal Contractor and the relevant Health and Safety Representative(s) (SHE Reps) must accompany the Client and/or its Agent on its behalf on all Audits and Inspections and may conduct their own audit/inspection at the same time. Each party will, however, take responsibility for the results of his/her own audit/inspection results. The Client and/or its Agent on its behalf may require to be handed a copy of the minutes of the previous Health and Safety Committee meeting reflecting possible recommendations made by that committee to the Employer for reference purposes.

12.3 Reports

The Principal Contractor is required to provide the Client and/or its Agent on its behalf with a monthly "SHE Risk Management Report".

The Principal Contractor shall report all incidents where an employee is injured on duty to the extent that he/she

days

- * becomes unconscious
- * loses a limb or part of a limb
- * is injured or becomes ill to such a degree that he/she is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed

OR where

- * a major incident occurred
- * the health or safety of any person was endangered
- * where a dangerous substance was spilled
- * the uncontrolled release of any substance under pressure took place
- * machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
- * machinery ran out of control,

to the Provincial Director of the Department of Labour (DoL) within seven days and at the same time to the Client and/or its Agent on its behalf.

(Section 24 of the Act & General Administrative Regulation 8.)

The Principal Contractor is required to provide the Client and/or its Agent on its behalf with copies of all statutory reports required in terms of the Act and the Regulations.

The Principal Contractor is required to provide a.s.a.p. the Client and/or its Agent on its behalf with copies of all internal and external accident/incident investigation reports including the reports contemplated in 12.7, 12.8.2, 15, 16, 17, 21 and 22 below. As soon as the occurrence of any accident/incident of whatever nature comes to the notice of the Principal Contractor, it shall be reported immediately to any of the following:

12.4 Review

The Principal Contractor is to review the Hazard Identification, Risk Assessments and Standard Work Processes at each Production Planning and Progress Report meeting as the construction work develops and progresses and each time changes are made to the designs, plans and construction methods and processes.

The Principal Contractor must provide the Client and/or its Agent on its behalf, other Contractors and all other concerned parties with copies of any changes, alterations or amendments as contemplated in the above paragraph.

12.5 Site Rules and other Restrictions

12.5.1 Site OH&S Rules

The Principal Contractor must develop a set of site-specific OH&S rules that will be applied to regulate the Health and Safety Plan and associated aspects of the construction.

When required, visitors and non-employees upon entering the site shall be issued with the proper Personal Protective Equipment (PPE) as and when necessary.

12.5.2 Security Arrangements

The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must include the rule that non employees shall at all times be provided with fulltime supervision while on site.

The Principal Contractor must develop a set of Security rules and procedures and maintain these throughout the construction period.

If not already tasked to the H&S Officer appointed in terms of Construction Regulation 6(6), the Principal Contractor must appoint a competent Emergency Controller who must develop contingency plans for any emergency that may arise on site as indicated by the risk assessments. These must include a monthly practice/testing programmed for the

plans e.g. January: trench collapse, February: flooding etc. and practiced/tested with all persons on site at the time, participating.

12.6 Training

The contents and syllabi of all training required by the Act and Regulations including any other related or relevant training as required must be included in the Principal Contractor's Health and Safety Plan and Health and Safety File.

12.6.1 *General Induction Training*

All employees of the Principal and other Contractors must be in possession of proof of General Induction training

12.6.2 *Site Specific Induction Training*

All employees of the Principal and other Contractors must be in possession of Site Specific Occupational Health and Safety Induction training.

12.6.3 *Other Training*

All operators, drivers and users of construction vehicles, mobile plant and other equipment must be in possession of valid proof of training.

All employees in jobs requiring training in terms of the Act and Regulations must be in Possession of valid proof of training as follows:

Occupational Health and Safety Training Requirements: (as required by the Construction Regulations and as indicated by the Health and Safety Specification Document & the Risk Assessment/s and recommendations by the Health and Safety Committee):

- * General Induction (Section 8 of the Act)
- * Site/Job Specific Induction (also visitors) (Sections 8 & 9 of the Act)
- * Site/Project Manager
- * Construction Supervisor
- * OH&S Representatives (Section 18 (3) of the Act)
- * Training of the Appointees indicated in 12.6.1. & 12.6.2.
- * Operation of Cranes (Driven Machinery Regulations 18 (11))
- * Operators & Drivers of Construction Vehicles & Mobile Plant (Construction Regulation 21)
- * Basic Fire Prevention & Protection (Environmental Regulations 9 and Construction Regulation 27)
- * As a minimum basic First Aid to be upgraded when necessary (General Safety Regulations 3)
- * Storekeeping Methods & Safe Stacking (Construction Regulation 26)
- * Emergency, Security and Fire Co coordinator

12.7 Accident and Incident Investigation

The Principal Contractor is responsible to oversee the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to receive first aid or be referred for medical treatment by a doctor, hospital or clinic. (General Administrative Regulation 9)

The results of the investigation to be entered into the Accident/Incident Register listed above. (General Administrative Regulation 9)

The Principal Contractor is responsible for the investigation of all non injury incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar incidents in future.

The Principal Contractor is responsible for the investigation of all road traffic accidents relating to the construction site and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future

Notwithstanding the requirements of Section 24 of the Act, All incidents shall be investigated and reported on in writing, irrespective of whether such incident gave rise to injury or damage.

12.8 H&S Representatives (SHE-Reps) and H&S Committees

12.8.1 *Designation of H&S Representatives ('SHE – Reps')*

Where the Principal Contractor employs more than 20 persons (including the employees of other Contractors (sub-contractors) he has to appoint one H&S Representatives for every 50 employees or part thereof. (Section 17 of the Act and General Administrative Regulation 6. & 7.)

H&S Representatives have to be designated in writing and the designation shall be in accordance with the Collective Agreement as concluded between the parties as is required in terms of General Administration Regulation 6.

12.8.2 *Duties and Functions of the H&S Representatives*

The Principal Contractor must ensure that the designated H&S Representatives conduct at least a weekly inspection of their respective areas of responsibility using a checklist and report thereon to the Principal Contractor, after which these reports shall be consolidated for submission to the Health and Safety Committee.

H&S Representatives must be included in and be part of accident/incident investigations.

H&S Representatives shall be members of at least one H&S Committee and must attend all meetings of that H&S committee.

12.8.3 *Establishment of H&S Committee(s)*

The Principal Contractor must establish H&S Committees consisting of designated H&S Representatives together with a number of Employers Representatives appointed as per Section 19(3) that are not allowed to exceed the number of H&S Representatives on the committee. The persons nominated by the employer on a H&S Committee must be designated in writing for such period as may be determined by him. The H&S Committee shall co-opt advisory (temporary) members and determine the procedures of the meetings including the chairmanship.

The H&S Committee must meet minimum monthly and consider, at least, the following Agenda for the first meeting. Thereafter the H&S Committee shall determine its own procedures as per the previous paragraph.

Agenda:

- 1) Opening and determining of chairmanship (only when necessary)
- 2) Minutes of Previous Minutes
- 3) Observations
- 4) Program and Safety considerations
- 5) Hygiene
- 6) Housekeeping improvement
- 7) Incidents & Accidents / Injuries
- 8) Registers:
 - a H&S Rep. Inspections
 - b. Matters of First Aid
 - c. Scaffolding
 - d. Ladders
 - e. Excavations
 - f. Portable Electric Equipment
 - g. Fire Equipment
 - h. Explosive Power Tools
 - i. Power Hand tools
 - j. Incident! Report Investigation
 - k. Pressure Vessels
 - ll. Personal Protective Equipment
- 9) Safety performance Evaluations
- 10) Education & Safety promotion program

- 11) First Aid Officials and training in First Aid
- 12) Demarcation of work /hazardous /safe areas/walkways
- 13) Posters and signage
- 14) Environmental preservation and conservation
- 15) Specific training programmes
- 16) General
- 17) Date of Next Meeting
- 18) Closing

13. PROJECT/SITE SPECIFIC REQUIREMENTS

The following is a list of specific activities and considerations that have been identified for the project and site and for which Risk Assessments, Standard Working Procedures (SWP), management and control measures and Method Statements (where necessary) have to be developed by the Principal Contractor:

- * Clearing & Grubbing of the Area/Site
- * Site Establishment including:
 - ☐ Office/s
 - ☐ Secure/Safe Storage and storage areas for materials, plant & equipment
 - ☐ Ablution facilities
 - ☐ Sheltered dining area
 - ☐ Vehicle access to the site
- * Dealing with existing Structures.
- * Location of existing Services
- * Installation & Maintenance of Temporary Construction Electrical Supply, Lighting and Equipment
- * Adjacent Land uses/Surrounding property exposures
- * Boundary & Access control/Public Liability Exposures (Remember: the Employer is also responsible for the OH&S of non-employees affected by his/her work activities.)
- * Health risks arising from neighboring as well as own activities and from the environment e.g. threats by dogs, bees, snakes, lightning, allergies etc.
- * Exposure to Noise
- * Exposure to Vibration
- * Protection against dehydration and heat exhaustion
- * Protection from wet & cold conditions
- * Dealing with HIV/Aids and other diseases as per specific programme provided by the client and/or its Agent on its behalf
- * Use of Portable Electrical Equipment including:
 - ☐ Angle grinder
 - ☐ Electrical Drilling machine
 - ☐ Skill saw
- * Excavations including:
 - ☐ Ground/soil conditions
 - ☐ Trenching
 - ☐ Shoring
 - ☐ Drainage
 - ☐ Daily inspections
- * Welding including:
 - ☐ Arc Welding
 - ☐ Gas welding
 - ☐ Flame Cutting
 - ☐ Use of LP Gas torches and appliances
- * Loading & Offloading of Trucks
- * Aggregate/Sand and other Materials Delivery
- * Manual and Mechanical Handling
- * Lifting and Lowering Operations
- * Driving & Operation of Construction Vehicles and Mobile Plant including:
 - ☐ Trenching machine
 - ☐ Excavator
 - ☐ Bomag Roller

Plate Compactor
 Front End Loader
 Mobile Cranes and the ancillary Lifting tackle
 Parking of Vehicles & Mobile Plant
 Towing of Vehicles & Mobile Plant

- * Use and Storage of Flammable Liquids and other hazardous Substances – the client and/or its Agent on its behalf to be informed of this prior to commencing of the project
- * Layering and Bedding of trench floor
- * Installation of Pipes in trenches
- * Backfilling of Trenches
- * Protection against Flooding
- * Gabion work
- * Use of Explosives – the client and/or its Agent on its behalf to be informed of this prior to commencing of the project
- * Protection from Overhead Power Lines
- * As discovered by the Principal Contractor's hazard identification exercise
- * As discovered from any inspections and audits conducted by the Client and/or its Agent on its behalf or by the Principal Contractor or any other Contractor on site
- * As discovered from any accident/incident investigation.

13.1 The following are in particular requirements depending on scope of works and will form a basis for compliance audits.

1. Administrative & Legal Requirements
2. Education, Training & Promotion
3. Public Safety & Emergency Preparedness
4. Personal Protective Equipment
5. Housekeeping
6. Scaffolding, Formwork & Support work
7. Ladders
8. Electrical Safeguarding
9. Emergency/Fire Prevention & Protection
10. Excavations & Demolition
11. Tools
12. Cranes
13. Personnel & Material Hoists
14. Transport & Materials Handling
15. Site Plant & Machinery
16. Plant & Storage Yards/Site Workshops Specifics
17. Health & Hygiene

14. OUTLINED DATA, REFERENCES AND INFORMATION ON CERTAIN AND/OR SPECIFIC OBLIGATORY REQUIREMENTS TO ENSURE COMPLIANCE

14.1 Administrative & Legal Requirements

OHS Act Section/ Regulation	Subject	Requirements
Construction. Regulation 3	Notice of carrying out Construction work	Department of Labour notified Copy of Notice available on Site
General Admin. Regulation 4	*Copy of OH&S Act (Act 85 of 1993)	Updated copy of Act & Regulations on site. Readily available for perusal by employees.
COID Act Section 80	*Registration with Compens. Insurer	Written proof of registration/Letter of good standing available on Site
Construction Regulation 4 & 5(1)	H&S Specification & Programmed	H&S Spec received from Client and/or its Agent on its behalf OH&S programme developed & Updated regularly

Construction Regulation 7	Risk Assessment	Risk Assessment and Plans drawn up/updated RA Plan available on Site Employees/sub-Contractors informally trained
Section 16(2)	*Assigned duties (Managers)	Responsibility of complying with the OHS Act assigned to other person/s by CEO.
Construction Regulation 6(1)	Designation of Person Responsible on Site	Competent person appointed in writing as Construction Supervisor with job description
Construction Regulation 6(2)	Designation of Assistant for above	Competent person appointed in writing as Assistant Construction Supervisor with job description
Section 17 & 18 General Administrative Regulations 6 & 7	*Designation of Health & Safety Representatives	More than 20 employees - one H&S Representative, one additional H&S Rep for each 50 employees or part thereof Designation in writing, period and area of responsibility specified in terms of GAR 6 & 7 Meaningful H&S Rep reports Reports auctioned by Management
Section 19 & 20 General Administrative Regulations 5	*Health & Safety Committee/s	H&S Committee/s established. All H&S Reps shall be members of H&S Committees Additional members are appointed in writing Meetings held monthly, Minutes kept. Auctioned by Management.
Section 37(1) & (2)	*Agreement with Mandatories/ (Sub-)Contractors	Written agreement with (Sub-)Contractors List of (Sub-)Contractors displayed. Proof of Registration with Compensation Insurer/Letter of Good Standing Construction Supervisor designated Written arrangements re. H&S Reps & H&S Committee Written arrangements re. First Aid
Section 24 & General Admin. Regulation 8 COID Act Sect.38, 39 & 41	*Reporting of Incidents (Dept. of Labour)	Incident Reporting Procedure displayed. All incidents in terms of Sect. 24 reported to the Provincial Director, Department of Labour, within 3 days. (Annexure 1)(WCL 1 or 2) and to the Client and/or its Agent on its behalf Cases of Occupational Disease Reported Copies of Reports available on Site Record of First Aid injuries kept
General Admin. Regulation 9	*Investigation and Recording of Incidents	All injuries which resulted in the person receiving medical treatment other than first aid, recorded and investigated by investigator designated in writing. Copies of Reports (Annexure 1) available on Site Tabled at H&S Committee meeting Action taken by Site Management.
Construction. Regulation 8	Fall Prevention & Protection	Competent person appointed to draw up and supervise the Fall Protection Plan Proof of appointees competence available on Site Risk Assessment carried out for work at heights Fall Protection Plan drawn up/updated Available on Site
Construction. Regulation 8(5)	Roof work	Competent person appointed to plan & supervise Roof work. Proof of appointees competence available on Site Risk Assessment carried out Roof work Plan drawn up/updated Roof work inspect before each shift. Inspection register kept Employees medically examined for physical & psychological fitness. Written proof on site
Construction. Regulation 9	Structures	Information re. the structure being erected received from the Designer including: geo-science technical report where relevant

		<p>the methods & sequence of construction</p> <p>anticipated dangers/hazards/special measures to construct safely</p> <p>Risk Assessment carried out</p> <p>Method statement drawn up</p> <p>All above available on Site</p> <p>Structures inspected before each shift. Inspections register kept</p>
Construction Regulation 10	Formwork & Support work	<p>Competent person appointed in writing to supervise erection, maintenance, use and dismantling of Support & Formwork</p> <p>Design drawings available on site</p> <p>Risk Assessment carried out</p> <p>Support & Formwork inspected:</p> <ul style="list-style-type: none"> - before use/inspection - before pouring of concrete - weekly whilst in place - before stripping/dismantling. <p>- Inspection register kept</p>
Construction Regulation 14	Scaffolding	<p>Competent persons appointed in writing to:</p> <ul style="list-style-type: none"> - erect scaffolding (Scaffold Erector/s) - act as Scaffold Team Leaders - inspect Scaffolding weekly and after inclement weather (Scaffold Inspector/s) <p>Written Proof of Competence of above appointees available on Site</p> <p>Copy of SABS 085 available on Site</p> <p>Risk Assessment carried out</p> <p>Inspected weekly/after bad weather. Inspection register/s kept</p>
Construction Regulation 11	Excavations	<p>Competent person/s appointed in writing to supervise and inspect excavation work</p> <p>Written Proof of Competence of above appointee/s available on Site</p> <p>Risk Assessment carried out</p> <p>Inspected:</p> <ul style="list-style-type: none"> - before every shift - after any blasting - after an unexpected fall of ground - after any substantial damage to the shoring - after rain. Inspections register kept <p>Method statement developed where explosives will be/ are used</p>
Construction Regulation 19	Explosive Powered Tools	<p>Competent person appointed to control the issue of the Explosive Powered Tools & cartridges and the service, maintenance and cleaning. Register kept of above</p> <p>Empty cartridge cases/nails/fixing bolts returns recorded</p> <p>Cleaned daily after use Work areas are demarcated!</p>
Construction Regulation 22/Electrical Machinery Regulations 9 & 10/ Electrical Installation Regulations	*Inspection & Maintenance of Electrical Installation & Equipment (including portable electrical tools)	<p>Competent person appointed in writing to inspect/test the installation and equipment.</p> <p>Written Proof of Competence of above appointee available on Site</p> <p>Inspections:</p> <ul style="list-style-type: none"> - Electrical Installation & equipment inspected after installation, after alterations and quarterly. Inspection Registers kept <p>Portable electric tools, electric lights and extension leads must be uniquely identified/numbered.</p> <p>Weekly visual inspection by User/Issuer/Storeman Register kept</p>
Construction Regulation 25/ General Safety	*Designation of Stacking & Storage Supervisor.	<p>Competent Person/s with specific knowledge and experience designated to supervise all Stacking & Storage</p> <p>Written Proof of Competence of above appointee available on Site</p>

Construction Regulation 27 Environmental Regulation 9	*Designation of a Person to Co-ordinate Emergency Planning And Fire Protection	Person/s with specific knowledge and experience designated to: - a devise emergency contingency planning and assessment involving prevention measures - Emergency Evacuation Plan developed - Drilled/Practiced - Plan & Records of Drills/Practices available on site - Fire Risk Assessment carried out - Off Site Extinguishing Equipment identified and on register - Inspected weekly. Inspection Register kept - serviced annually.
General Safety Regulation 3	*First Aid	Every workplace provided with sufficient number of first Aid boxes. (Required where 5 persons or more are employed) First Aid freely available Equipment as per the list in the OH&S Act One qualified First Aider appointed for every 50 employees. (Required where more than 10 persons are employed) List of First Aid Officials and Certificates Name of person/s in charge of First Aid box/es displayed. Location of First Aid box/es clearly indicated Signs instructing employees to report all Injuries/illness including first aid injuries
General Safety Regulation 2	Personal Safety Equipment (PSE)	PSE Risk Assessment carried out Items of PSE prescribed/use enforced Records of Issue kept Undertaking by Employee to use/wear PSE PSE remain property of Employer, not to be removed from premises GSR 2(4)
General Safety Regulation 9	*Inspection & Use of Welding/Flame Cutting Equipment	Competent Person/s with specific knowledge and experience designated to inspect Electric Arc, Gas Welding and Flame Cutting Equipment Written Proof of Competence of above appointee available on Site All new vessels checked for leaks, leaking vessels NOT taken into stock but returned to supplier immediately Equipment identified/numbered and entered into a register Equipment inspected weekly. Inspection Register kept Separate, purpose made storage available for full and empty vessels
Hazardous Chemical Substances (HCS) Regulations Construction Regulation 23	Control of Storage & Usage of HCS and Flammables	Competent Person/s with specific knowledge and experience designated to Control the Storage & Usage of HCS (including Flammables) Written Proof of Competence of above appointee available on Site Risk Assessment carried out Register of HCS kept/used on Site Separate, purpose made storage available for full and empty containers
Vessels under Pressure Regulations	Vessels under Pressure (VUP)	Competent Person/s with specific knowledge and experience designated to supervise the use, storage, maintenance, statutory inspections & testing of VUP's Written Proof of Competence of above appointee available on Site Risk Assessment carried out Certificates of Manufacture available on Site Register of VUP's on Site Inspections & Testing by Approved Inspection Authority (AIA): - after installation/re-erection or repairs - every 36 months. - Register/Log kept of inspections, tests. Modifications & repair
General Safety	Inspection of Ladders	Competent person appointed in writing to inspect Ladders

		Independently register kept Application of the types of work (e.g. maintenance etc.) regulated by training and inspection and noted in register
General Safety regulation 13P	Ramps	Completion of person appointment form for sign-off the erection & inspection of Ramps. Assessed by the F&E sign-off Daily inspected and noted in register

14.2 Education & Training

Subject	Requirement
*Company OH&S Policy Section 7(1);	Policy signed by CEO and published/circulated to Employees Policy displayed on Employee Notice Boards Management and employees committed.
*Company/Site OH&S Rules (Section 13(a))	Rules published Rules displayed on Employee Notice Boards Rules issued and employees effectively informed or trained. written proof Follow-up to ensure employees understand/adhere to the policy and rules.
*Induction & Task Safety Training (Section 13(a))	All new employees receive OH&S induction Training. Training includes Task Safety Instructions. Employees acknowledge receipt of training. Follow-up to ensure employees understand/adhere to instructions.
*General OH&S Training (Section 13(a))	All current employees receive specified OH&S training: written proof Operators of Plant & Equipment receive specified training Follow-up to ensure employees understand/adhere to instructions.
*Occupational Health & Safety Promotion	<u>Incident Experience Board</u> indicating e.g. * No. of hours worked without an Injury * No. of days worked without an Injury Mission, Vision and Goal Star Grading - Board kept up to date. Safety Posters displayed & changed regularly Employee Notice Board for OH&S Notices. Site OH&S Competition. Company OH&S Competition. Participation in Regional OH&S Competition Suggestion scheme.

14.3 Public Safety, Security Measures & Emergency Preparedness

Subject	Requirement
*Notices & Signs	Notices & Signs at entrances / along perimeters indicating "No Unauthorised Entry". Notices & Signs at entrance instructing visitors and non - employees what to do, where to go and where to report on entering the site/yard with directional signs. e.g. "Visitors to report to Office" Notices & Signs posted to warn of overhead work and other hazardous activities. e.g. General Warning Signs
Site Safeguarding Security Measure	Nets, Canopies, Platforms, Fans etc to protect members of the public passing / entering the site. Access control measures/register in operation Security patrols after hours during weekends and holidays Sufficient lighting after dark Guard has access to telephone/ mobile/other means of emergency communication
Emergency Preparedness	Emergency contact numbers displayed and made available to Security & Guard Emergency Evacuation instructions posted up on all notice boards (including employees notice boards) Emergency contingency plan available on site/in yard Doors open outwards/unobstructed Emergency alarm audible all over (including in toilets)
Emergency Drill & Evacuation	Adequate No. of employees trained to use Fire Fighting Equipment. Emergency Evacuation Plan available, displayed and practiced.

14.4 Personal Protective Equipment

Subject	Requirement
*PPE needs analysis	Need for PPE identified and described in writing PPE remain property of Employer, not to be removed from premises (SR 213)
*Head Protection	All persons on site wearing Safety helmet, including Sub-contractors and visitors (where prescribed)
*Foot Protection	All employees on site wearing Safety Footwear including Gum boots for road/site / wet work and non slip shoes for roof work Visitors to wear same upon request or where prescribed
*Eye and Face Protection	<u>Eye and Face (also Hand and Body) Protection</u> (Goggles, Face Shields, Welding Helmets etc) used when operating the following: <ul style="list-style-type: none"> * Jack / Kango Hammers * Angle / Bench Grinders * Electric Drills (Overhead work into concrete / cement / bricks * Explosive Powered tools * Concrete Vibrators / Pokers * Hammers & Chisels * Cutting / Welding Torches * Cutting Tools and Equipment * Guillotines and Benders * Shears * Sanders and Sanding Machines * CO2 and Arc Welding Equipment * Skill / Bench Saws * Spray Painting Equipment etc.
*Hearing Protection	<u>Hearing Protectors</u> (Muffs, Plugs etc.) used when operating the following <ul style="list-style-type: none"> * Jack / Kango Hammers * Explosive Powered Tools * Wood/Aluminium Working Machines e.g. saws, planers, routers
*Hand Protection	<u>Protective Gloves</u> worn by employees handling / using: <ul style="list-style-type: none"> * Cement / Bricks / Steel / Chemicals * Welding Equipment * Hammers & Chisels * Jack / Kango Hammers etc
*Respiratory Protection	Suitable/efficient prescribed <u>Respirators</u> worn correctly by employees handling / using: <ul style="list-style-type: none"> * Dry cement * Dusty areas * Hazardous chemicals * Angle Grinders * Spray Painting etc.
*Fall Prevention Equipment	Suitable <u>Safety Belts</u> / Fall Arrest Equipment correctly used by persons working on / in unguarded, elevated positions e.g. <ul style="list-style-type: none"> * Scaffolding * Riggers * Lift shafts * Edge work * Ring beam edges etc. Other methods of fall prevention applied e.g. catch nets
*Protective Clothing	All jobs requiring protective clothing (Overalls, Rain Wear, Welding Aprons etc.) identified and clothing worn
*PPE Issue & Control	Identified Equipment issued free of charge All PPE maintained in good condition (Regular checks)

Employees must be provided with appropriate PPE and to wear the PPE
 Required PPE (as per OH&S Act/SABS 085)
 PPE remains property of Employer and to be returned to the employer (SABS 085)

14.5 Housekeeping

Subject	Requirement
*Scrap Removal System	<ul style="list-style-type: none"> * All items of Scrap/droppings/off cuts/Bubble and shavings to be removed from working areas on a regular basis (daily) * Scrap/Waste removal from heights by chute/dump/trump * Nothing thrown/swept over sides * Scrap disposed of in designated containers/areas * Removal from site/yard on a regular basis
Stacking & Storage	<p><u>Stacking:</u></p> <ul style="list-style-type: none"> * Stable, on firm level surface/base * Prevent leaning/collapsing * Irregular shapes bonded * Not exceeding 3x the base * Stacks accessible * Removal from top only. <p><u>Storage:</u></p> <ul style="list-style-type: none"> * Adequate storage areas provided. * Functional – e.g. demarcated storage areas/racks/bins etc. * Special areas identified and demarcated e.g. flammable gas, cement etc. * Neat, safe, stable and square. * Store/storage areas clear of superfluous material. * Storage behind sheds etc. neat/under control. * Storage areas free from weeds, litter etc.
(See Section 1 for Designation & Register)	
*Waste Control/Reclamation	<ul style="list-style-type: none"> Re-usable off cuts and other re-usable material removed daily and kept to a minimum in the work areas. All re-usable materials neatly stacked/stored in designated areas. (Nails removed/bent over in re-usable timber). Issue of hardware/nails/screws/cartridges etc. controlled and return of unused items monitored.
Sub-contractors (Housekeeping)	Sub-contractors required to comply with Housekeeping requirements.

14.6 Working at Heights (including roof work)

Subject	Requirement
Openings	<ul style="list-style-type: none"> Unprotected openings adequately guarded/fenced/barricaded/catch nets installed Roof work discontinued when bad/hazardous weather Fall protection measures (including warning notices) when working close to edges or on fragile roofing material Covers over openings in roof of robust construction/secured against displacement

14.7 Scaffolding / Formwork / Support Work

Subject	Requirement
Access/System Scaffolding	<ul style="list-style-type: none"> Foundation firm / stable Sufficient bracing Tied to Structure/prevented from side or cross movement Platform boards in good condition/sufficient/secured Handrails and toe boards provided Access ladders / stairs provided Area/s under scaffolding tidy Safe/unsafe for use signs Complying with OH&S Act/SABS 085

Free Standing Scaffolding	<p>Foundation firm / stable</p> <p>Sufficient bracing.</p> <p>Platform boards in good condition/sufficient/secured</p> <p>Handrails and toe boards provided.</p> <p>Access ladders / stairs provided.</p> <p>Area/s under scaffolding tidy.</p> <p>Safe/unsafe for use signs</p> <p>Height to base ratio correct</p> <p>Outriggers used /tied to structure where necessary</p> <p>Complying with OH&S Act/SABS 085</p>
*Mobile Scaffolding	<p>Wheels / swivels in good condition</p> <p>Brakes working and applied.</p> <p>Height to base ratio correct.</p> <p>Outriggers used where necessary</p> <p>Complying with OH&S Act/SABS 085</p>
Formwork / Support Work	<p>All components in good condition.</p> <p>Foundation firm / stable.</p> <p>Adequate bracing / stability ensured.</p> <p>Good workmanship / uprights straight and plumb.</p> <p>Good cantilever construction.</p> <p>Safe access provided.</p> <p>Areas under support work tidy.</p> <p>Same standards as for system scaffolding.</p>
Edges & Openings	<p>Edges barricaded to acceptable standards.</p> <p>Manhole openings covered / barricaded.</p> <p>Openings in floor / other openings covered, barricaded/fenced.</p> <p>Stairs provided with handrails.</p> <p>Lift shafts barricaded / fenced off.</p>

14.8 Ladders

Subject	Requirement
*Physical Condition / Use & Storage	<p>Stempladders - hinges/stays/braces/stiles in order.</p> <p>Extension ladders - ropes/rungs/stiles/safety latch/hook in order.</p> <p>Extension / Straight ladders secured or tied at the bottom / top.</p> <p>No joined ladders used</p> <p>Wooden ladders are never painted except with varnish</p> <p>Aluminium ladders NOT to be used with electrical work</p> <p>All ladders stored on hooks / racks and not on ground.</p> <p>Ladders protrude 900 mm above landings / platforms / roof.</p> <p>Fixed ladders higher than 5 m have cages/Fall arrest system</p>

14.9 Electricity (as part of, or additional to the manual "Safety & Switching Procedures for Electrical Installations"- see attached document)

Subject	Requirement
*Electrical Distribution Boards & Earth Leakage	<p>Colour coded / numbered / symbolic sign displayed.</p> <p>Area in front kept clear and unobstructed.</p> <p>Fitted with inside cover plate / openings blanked off / no exposed "live" conductors / terminals/Door kept close</p> <p>Switches / circuit breakers identified.</p> <p>Earth leakage protection unit fitted and operating.</p> <p>Tested with instrument: Test results within 15 – 30 milliamps</p> <p>Aperture/Opening/s provided for the plugging in and removal of extension leads without the need to open the door</p> <p>Apertures and openings used for extension leads to be protected against the elements and especially rain</p>

*Electrical Installations & Wiring	<p>Temporary wiring / extension leads in good condition / no bare or exposed wires</p> <p>Earthing continuity / polarity correct:</p> <p>Looking at the open connectors to connect the wiring, the word "Brown" has the letter 'R' in it, so the <u>b'R'own</u> wire connects to the '<u>R</u>'ight hand connector. "Blue" has the letter 'L' in it, so the <u>b'L</u>ue wire connects to the '<u>L</u>'eft hand connector.</p> <p>Cables protected from mechanical damage and moisture.</p> <p>Correct loading observed e.g. no heating appliance used from lighting circuit etc</p> <p>Light fittings/lamps protected from mechanical damage/moisture.</p> <p>Cable arrestors in place and used inside plugs</p>
*Physical condition of Electrical Appliances & Tools	<p><u>Electrical Equipment and Tools:</u> (includes all items plugging in to a 16 Amp supply socket)</p> <p>Insulation / casing in good condition.</p> <p>Earth wire connected/intact where not of double insulated design</p> <p>Double insulation mark indicates that no earth wire is to be connected.</p> <p>Cord in good condition/no bare wires/secured to machine & plug.</p> <p>Plug in good condition, connected correctly and correct polarity.</p>

14.10 Emergency and Fire Prevention and Protection

Subject	Requirement
*Fire Extinguishing Equipment	<p>Fire Risks Identified and on record</p> <p>The correct and adequate Fire Extinguishing Equipment available for:</p> <ul style="list-style-type: none"> * Offices * General Stores * Flammable Store * Fuel Storage Tank/s and catchment well * Gas Welding / Cutting operations * Where flammable substances are being used / applied. * Equipment Easily Accessible
*Maintenance	Fire equipment checked minimum monthly, serviced yearly
*Location & Signs	<p><u>Fire Extinguishing Equipment:</u></p> <ul style="list-style-type: none"> * Clearly visible * Unobstructed * Signs posted including "No Smoking" / "No Naked Lights" where required. (Flammable store, Gas store, Fuel tanks etc.)
* Storage Issue & Control of Flammables (incl. Gas cylinders)	<p>Storage Area provided for flammables with suitable doors, ventilation, bund etc.</p> <p>Flammable store neat / tidy and no Class A combustibles. Decanting of flammable substances carried out in ignition free and adequately ventilated area. Container bonding principles applied</p> <p>Only sufficient quantities issued for one task or one day's usage</p> <p>Separate, special gas cylinder store/storage area.</p> <p>Gas Cylinders stored / used / transported upright and secured in trolley/cradle/structure and ventilated.</p> <p>Types of Gas Cylinders clearly identified as well as the storage area and stored separately.</p> <p>Full cylinders stored separately from empty cylinders.</p> <p>All valves, gauges, connections, threads of all vessels to be checked regularly for leaks.</p> <p>Leaking acetylene vessels to be returned to the supplier IMMEDIATELY.</p>
*Storage, Issue & Control of Hazardous Chemical Substances (HCS)	<p>HCS storage principles applied: products segregated</p> <p>Only approved, non-expired HCS to be used</p> <p>Only the prescribed PPE shall be used as the minimum protection</p> <p>Provision made for leakage/spillage containment and ventilation</p> <p>Emergency showers/eye wash facilities provided</p> <p>HCS under lock & key controlled by designated person</p> <p>Decanted/issued in containers as prescribed with information/warning labels</p> <p>Disposal of unwanted HCS by accredited disposal agent</p> <p>No dumping or disposal of any HCS on or inside the storage area or anywhere else on the project site</p> <p>All vessels or containers to be regularly checked for leaks</p>

14.11 Excavations

Subject	Requirement
Excavations deeper than 1m	Shored / Braced to prevent caving / falling in. Provided with an access ladder. Excavations guarded/barricaded/lighted after dark in public areas Soil dumped at least 1 m away from edge of excavation On sloping ground soil dumped on lower side of excavation All excavations are subject to daily inspections

14.12 Tools

Subject	Requirement
*Hand Tools	<u>Shovels / Spades / Picks:</u> * Handles free from cracks and splinters * Handles fit securely * Working end sharp and true <u>Hammers:</u> * Good quality handles, no pipe or reinforcing steel handles. * Handles free from cracks and splinters Handles fit securely <u>Chisels:</u> * No mushroomed heads / heads chamfered * Not hardened * Cutting edge sharp and square <u>Saws:</u> * Teeth sharp and set correctly * Correct saw used for the job
*Explosive Powered Tools.	Only used by trained / authorised personnel. Prescribed warning signs placed / displayed where tool is in use. Work area must be properly isolated/demarcated during use of tool. Inspected at least monthly by competent person and results recorded. Issue and return recorded including cartridges / nails and unused cartridges / nails / empty shells recorded. Cleaned daily after use.

14.13 Transport & Materials Handling Equipment

Subject	Requirement
*Site Vehicles	All Site Vehicles, Dumpers, Bobcats, Loaders etc; checked daily before use by driver / operator. Inventory of vehicles used/operated on site Inspection by means of a checklist / results recorded. No persons riding on equipment not designed or designated for passengers. Site speed limit posted, enforced and not exceeded. Drivers / Operators trained / licensed and carrying proof. No unauthorised persons allowed to drive / operate equipment.
Conveyors	Conveyor belt nip points and drive gear guarded. Emergency stop/lever/brake fitted, clearly marked & accessible and tested to be functional under full load.

14.14 Site Plant and Machinery

Subject	Requirement
Brick Cutting Machine	Operator Trained. Only authorised persons use the machine. Emergency stop switch clearly marked and accessible. Area around the machine dry and slip/trip free/clear of off-cuts All moving drive parts guarded/electrical supply cable protected Operator using correct PPE - eye/face/hearing/foot/hands/body.
*Electric Arc Welder	Welder Trained. Only authorised / trained persons use welder. Earth cable adequately earthed to work.

	<p>Electrode holder in good condition/safe</p> <p>Cables, clamps & tugs/connectors in good condition</p> <p>Area in which welding machine is used is dry/protected from wet</p> <p>Welder using correct PPE - eye/ face/foot/body/respirator</p> <p>Correct transparent screens & warning signs placed</p>
*Compressors	<p>Relief valves correctly set and locked / sealed.</p> <p>Maximum Safe Working Pressure (MSWP) indicated on face of pressure gauge. not on glass cover.</p> <p>All drives adequately guarded.</p> <p>Receiver/lines drained daily</p> <p>Hoses good condition/clamped, not wired</p> <p>Compressed air NEITHER used to dust off clothing/PPE/ and work areas NOR on bare skin</p>
Concrete Mixer / Batch Plant	<p>Top platform provided with guardrails.</p> <p>Dust abatement methods in use.</p> <p>Operators using correct PPE - eye / hands / respirators.</p> <p>All moving drive parts guarded.</p> <p>Emergency stops identified / indicated and accessible.</p> <p>Area kept clean/dry/and free from tripping and slipping hazards.</p> <p>Operators overseer identified and crane signals displayed and used.</p>
*Gas Welding / Flame Cutting Equipment	<p>Only authorised/trained persons use the equipment.</p> <p>Torches and gauges in good condition.</p> <p>Flashback arrestors fitted at cylinders and gauges.</p> <p>Hoses in good condition/correct type/all connections with clamps</p> <p>Cylinders stored, used and transported in upright position, secured in trolley / cradle / to structure.</p> <p>All cylinders regularly checked for leaks, leaking cylinders returned immediately</p> <p>Fire prevention/control methods applied/hot work permits.</p>

14.15 Plant & Storage Yards/Site Workshops Specifics

Subject	Requirements
Section 8(2)(1) General Machinery Regulation 2(1): Supervision of the Use & Maintenance of Machinery	<p>Person/s with specific knowledge and experience designated in writing to Supervise the Use & Maintenance of Machinery</p> <p>Critical items of Machinery identified/numbered/placed on register/inventory</p> <p>Inspection/maintenance schedules for abovementioned</p> <p>Inspections/maintenance carried out to above schedules</p> <p>Results recorded</p>
General Machinery Regulation 9(2): Notices re. Operation of Machinery	<p>Schedule D Notice posted in Work areas</p>
Vessels under Pressure Regulation 13(1)(b): Supervision of the Use & Maintenance of Vessels under Pressure (VuP)	<p>Person/s with specific knowledge and experience designated in writing to Supervise the Use & Maintenance of VuP's</p> <p>VuP's identified/numbered/placed on register/Manufacturers plate intact</p> <p>Inspection/maintenance schedules for abovementioned</p> <p>Inspections/maintenance carried out to above schedules</p> <p>Results recorded/Test certificates available</p>

Lock-out Procedure Ergonomics	Lock-out procedure in operation Ergonomics survey conducted - results on record Survey results applied
Demarcation & Colour Coding	Demarcation principles applied All services, pipes, electrical installation, stop start controls, emergency controls etc colour coded to own published or SABS standard Employees trained to identify colour coding
Portable & Bench Grinders	Area around grinder clear/trip/slip free Bench grinders mounted securely - grinder generally in good condition - no excessive vibration On/Off switch/button clearly demarcated/accessible Adequate guards in place Toolrest – secure/square/max. 2 mm gap, perpendicular to drive shaft Stone/disk - correct type and size/mounted correctly/dressed Use of Eye protection enforced
Battery Storage & Charging	Adequately ventilated, ignition free room/area/no smoking sign/s Batteries placed on rubber/wooden surface Emergency shower/eye wash provided No acid storage in area Prescribed methods in place and adhered to when charging batteries
Ancillary Lifting Equipment	Chain Blocks/Tirfors/jacks/mobile gantries etc. identified/ numbered on register Chains in good condition/links no excessive wear/checked daily Lifting hooks – throat pop marked/safety latch fitted SWL/MML marked/displayed
Presses/Guillotines/ Shears	Only operated by trained/authorised persons Interlocks/lock-outs fitted/PPE worn or used at all times

14.16 Workplace Environment, Health and Hygiene

Subject	Requirement
*Lighting	Adequate lighting in places where work is being executed e.g. stairwells and basements. Light fittings placed / installed causing no irritating/blinding glare. Stroboscopic effect eliminated (not only reduced) where moving objects or machinery is used
*Ventilation	Adequate ventilation / extraction / exhausting in hazardous areas e.g. chemicals / adhesives / welding / petrol or diesel/ motors running and in confined spaces / basements.
*Noise	Tasks identified where noise levels exceeds 85 dB at any one time. All reasonable steps taken to reduce noise levels at the source. Hearing protection used where noise levels could not be reduced to below 85 dB.
*Heat Stress	Measures in place to prevent heat exhaustion in heat stress problem areas e.g. steel decks, when the WBGT index reaches 30. (See Environmental Regulation 4) Cold drinking water readily available at all times.
*Ablutions	Sufficient hygiene facilities provided - 1 toilet per 30 employees (National Building Regulations prescribe chemical toilets for Construction sites) Toilet paper available. Sufficient showers provided. Facilities for washing hands provided Soap/cleaning agent available for washing hands Means of drying hands available Lock-up changing facilities / area provided. Ablution facilities kept hygienic and clean.
*Eating / Cooking Facilities	Adequate storage facilities provided. Weather protected eating area provided, separate from changing area Refuse bins with lids provided. Facilities kept clean and hygienic.
*Pollution of Environment	Measures in place to minimize dust generation. Accumulation or littering of empty cement pockets, plastic wrapping / bags, packing materials

	etc prevented. Spillage / discarding of oil, chemicals and diesel into storm water and other drains or into existing or newly dug holes/cavities on site expressly prohibited.
*Hazardous Chemical Substances	All substances identified and list available e.g. acids, flammables, poisons etc Material Safety Data Sheets (MSDS) indicating hazardous properties and emergency procedures in case of incident on file and readily available. Substances stored safely. Expiry dates meticulously checked where applicable

15. THE PRINCIPAL CONTRACTOR'S GENERAL DUTIES

The Principal Contractor shall at all times maintain his status of an "employer" as referred to in the Act, and will abide by his/her responsibilities, duties and functions as per the requirements of the Act and Regulations with specific reference to Section 8 of the Act.

The Principal Contractor shall keep, and on demand make available, a copy of the Act on site at all times and in addition to that he/she will introduce and maintain a file titled "Health and Safety File", or other record in permanent form, which shall contain all relevant aspects and information as contemplated in the Construction Regulations. He/she will make this file available to the client or his representative whenever necessary or on request to an interested party.

16. THE PRINCIPAL CONTRACTOR'S SPECIFIC DUTIES

The Principal Contractor's specific duties in terms of these specifications are detailed in the Construction Regulations as published under government notice No.R1010 dated 18 July 2003.

The Principal Contractor is specifically referred to the following elements of the Construction Regulations:

- Regulation No. 1 - Definitions
- Regulation No. 2 - Scope of application
- Regulation No. 3 - Notification of construction work
- Regulation No. 5 - Principal Contractor and Contractor
- Regulation No. 6 - Supervision of construction work
- Regulation No. 7 - Risk Assessment
- Regulation No. 26 - Stacking & Storage on construction sites
- Regulation No. 28 - Construction welfare facilities
- Regulation No. 29 - Approved Inspection authorities
- Regulation No. 30 - Offences and penalties

The Principal Contractor shall ensure compliance to the Act and its Regulations and specifically to the above regulations, and document each record in the Health and Safety File.

17. THE PRINCIPAL CONTRACTOR'S SPECIFIC RESPONSIBILITIES WITH REGARD TO HAZARDOUS ACTIVITIES

The following activities are identifiable as hazardous in terms of the Construction Regulations. The contractor shall execute the activities in accordance with the following Construction Regulations and other applicable regulations of the Act:

- Regulation No. 8 - Fall protection
- Regulation No. 9 - Structures
- Regulation No. 10 - Formwork and support work

Regulation No. 11	- Excavation work
Regulation No. 12	- Demolition work
Regulation No. 13	- Tunneling
Regulation No. 14	- Scaffolding
Regulation No. 15	- Suspended platforms
Regulation No. 16	- Boatswain's chairs
Regulation No. 17	- Material hoists
Regulation No. 18	- Batch plants
Regulation No. 19	- Explosive powered tools
Regulation No. 20	- Cranes
Regulation No. 21	- Construction vehicles & mobile plant.
Regulation No. 22	- Electrical installations and machinery on construction sites
Regulation No. 23	- Use and temporary storage of flammable liquids on construction sites
Regulation No. 24	- Water environments
Regulation No. 25	- Housekeeping on construction sites
Regulation No. 27	- Fire precautions on construction sites.

All these will be read in conjunction with the relevant regulations and health and safety standards as required by the Act. All documents and records required by the Construction Regulations will be kept in the Health and Safety File and will be made available at any time when required by the client or his representative, or on request to an interested party.

18. GENERAL NOTES TO THE PRINCIPAL CONTRACTOR

Legal Framework

Part of legal obligations

The more important Acts and relevant subordinate/secondary legislation as well as other (inter alia Local Government) legislation that also apply to the State as well as to State owned buildings and premises: -

- (i) The latest issue of SABS 0142: "Code of Practice for the Wiring of Premises"
- (ii) The Local Government Ordinance 1939 (Ordinance 17 of 1939) as amended and the municipal by-laws and any special requirements of the local supply authority
- (iii) The Fire Brigade Services Act 1987, Act 99 of 1987 as amended
- (iv) The National Building Regulations and Building Standards Act 1977 (Act 103 of 1977) as amended and relevant proclaimed Regulations (SABS 0400)
- (v) The Post Office Act 1958 (Act 44 of 1958) as amended
- (vi) The Electricity Act 1984, Act 41 of 1984
- (vii) The Regulations of Local Gas Board(s)
- (viii) Legislation pertaining to water usage and the environment
- (ix) Legislation governing the use of equipment, which may emit radiation (e.g. X-Rays etc.)
- (x) Common Law

19. HOUSE KEEPING

Good housekeeping will be maintained at all times as per Construction Regulation No. 25. Poor housekeeping contributes to three major problems, namely, costly or increased accidents, fire or fire hazards and reduction in production. Good housekeeping will enhance production time.

Particular emphasis is to be placed on the following crucial elements of a construction site:

- Phase priorities and production/plant layout
- Enclosures
- Pits, openings and shoring
- Storage facilities
- Effective, sufficient and maintained lighting or illumination
- Principal sources of injuries e.g. stairways, runways, ramps, loose building material
- Oil, grease, water, waste, rubble, glass, storm water
- Colour coding
- Demarcations
- Pollution
- Waste disposal
- Ablution and hygiene facilities
- First aid

In promotion of environmental control all waste, rubble, scrap etc, will be disposed of at a registered dump site and records will be maintained. Where it is found to be impractical to use a registered dump site or it is not available, the Principal Contractor will ensure that the matter is brought to record with the client or his representative, after which suitable, acceptable alternatives will be sought and applied.

Dross and refuse from metals, and waste matters or by-products whose nature is such that they are poisonous or capable of fermentation, putrefaction or constituting a nuisance shall be treated or disposed of by methods approved of by an inspector.

NOTE: No employer (Principal Contractor) shall require or permit any person to work at night or after hours unless there is adequate, suitable artificial lighting.

20. LOCKOUT SYSTEMS

A system of control shall be established in order that no unauthorized person can energize a circuit, open a valve, or activate a machine on which people are working or doing maintenance, even if equipment, plant or machinery is out of commission for any period, thus eliminating injuries and damage to people and equipment as far as is reasonably practicable.

Physical/mechanical lock-out systems shall be part of the safety system and included in training. Lockouts shall be tagged and the system tested before commencing with any work or repairs.

21. INCIDENT INVESTIGATION

Inspection and reporting is the best way in which a responsible contractor can control his area of responsibility. All incidents therefore, whether it gave rise to loss, injury, damage or not, shall be investigated and the results recorded in the Health and Safety File. (Attached GAR 9)

22. GENERAL

The project under control of the Principal Contractor shall be subject to periodic health and safety audits that will be conducted by the client at intervals agreed upon between the Principal Contractor and the client, provided such intervals will not exceed periods longer than one month. The Principal Contractor is to ensure that he/she and all persons under his control on the construction site shall adhere to the above specifications, as non conformance will lead to the client taking action as directed by Construction Regulation 4.1(e). The Principal Contractor should note that he/she shall be held liable for any anomalies including costs and resulting deficiencies due to delays caused by non-conformance and/or non-compliance to the above Health and Safety Specifications and the Health and Safety Plan based on these specifications.

23. IMPORTANT LISTS AND RECORDS TO BE KEPT

The following are lists of several records that are to be kept in terms of the Construction Regulations. The lists are:

- 1 List of appointments
- 2 List of record keeping responsibilities
- 3 Inspection checklist

These lists and documents are to be used as a point of reference to determine which components of the Act would be applicable to a particular site or task or project, as was intended under paragraph 1 ("Preamble") above.

1. LIST OF APPOINTMENTS

ITEM	REGULATION	APPOINTMENT	RESPONSIBLE PERSON
1.	4(1)(c)	Principal contractor for each phase or project	Client
2.	5.(3)(b)	Contractor	Principal Contractor
3.	5(11)	Contractor	Contractor
4.	6(1)	Construction supervisor	Contractor
5.	6(2)	Construction supervisor sub-ordinates	Contractor
6.	6(6)	Health and Safety Officer	Contractor
7.	7(1)	Person to Carry Out Risk Assessment	Contractor
8.	7(4)	Trainer/Instructor	Contractor
9.	8(1)(a)	Fall Protection Planner	Contractor
10.	10 (a)	Formwork & Support Work Supervisor	Contractor
11.	10(e) + (f)	Formwork & Support Work Examiner	Contractor
12.	11(1)	Excavation Supervisor	Contractor
13.	11(3)(b)(iii)(b)	Professional Engineer or Technologist	Contractor
14.	11(3)(k)	Explosives Expert	Contractor
15.	12(1)	Supervisor Demolition Work	Contractor
16.	12(2) + (3)	Demolition Expert	Contractor
17.	12(11)	Explosives Expert	Contractor
18.	14(2)	Scaffold Supervisor	Contractor
19.	15(1)	Suspended Platform Supervisor	Contractor
20.	15(2)(c)	Compliance Plan Developer	Contractor
26.	19(2)(b)	Power Tool Expert	Contractor
27.	19.2 (g) (i)	Power Tool Controller	Contractor
31.	22(d)	Temporary Electrical Installations Inspector	Contractor
32.	22 (e)	Temporary Electrical Installations Controller	Contractor
33.	26 (a)	Stacking and Storage Supervisor	Contractor
34.	27 (h)	Fire Equipment Inspector	Contractor

2. LIST OF RECORD KEEPING RESPONSIBILITIES

ITEM	CR	RECORD TO BE KEPT	RESPONSIBLE PERSON
1.	3(3)	Notification to Provincial Director – Annexure A Available on site	Principal Contractor
2.	4(3)	Copy of Principal Contractor's Health & Safety Plan Available on request	Client
3.	5(6)	Copy of Principal Contractor's Health & Safety Plan As well as each Contractor's Health & Safety Plan Available on request	Principal Contractor
4.	5(7)	Health and Safety File opened and kept on site (including all documentation required i.t.o. OHS & Regulations) Available on request	Every Contractor
5.	5(8)	Consolidated Health and Safety File handed to Client on completion of Construction work. To include all documentation required i.t.o. OHS & Regulations and records of all drawings, designs, materials used and similar information on the structure	Principal Contractor
6.	5(9)	Comprehensive and Updated List of all Contractors on site, the agreements between the parties and the work being done	Principal Contractor

7.	6(7)	Keep record on the Health and Safety File of the input by Construction Safety Officer [CR 6 (7)] at design stage or on the Health and Safety Plan	Contractor
8.	7(2)	Risk Assessment Available on site for inspection	Contractor
9.	7 (9)	Proof of Health and Safety Induction Training	Every Employee on site
10.	8(3)	Construction Supervisor [CR 6(1)] has latest updated version of Fall Protection Plan [CR 8(1)]	Contractor
11.	9(2)(b)	Inform contractor in writing of dangers and hazards relating to construction work	Designer of Structure
12.	9(3)	All drawings pertaining to the design of structure On site available for inspection	Contractor
13.	9(4)	Record of inspections of the structure [First 2 years – once every 6 months, thereafter yearly] - Available on request	Owner of Structure
14.	9(5)	Maintenance records - safety of structure - Available on request	Owner of Structure
15.	10(d)	Drawings pertaining to the design of formwork/support work structure - Kept on site, available on request	Contractor
16.	11(3)(h)	Record of excavation inspection - On site available on request	Contractor
17.	17(8)(c)	Material Hoist daily inspection entered and signed in record book kept on the premises	Contractor
18.	17(8)(d)	Maintenance records for Material Hoist - Available on site	Contractor
19.	22(d)	Record of temporary electrical installation inspections [once a week] and electrical machinery [daily before use] in a register and kept on site	Contractor
20.	27(l)	Fire Evacuation Plan	Contractor

3. INSPECTION CHECKLIST

Employer Particulars	
Employer:	
Registered Name of Enterprise:	
Trade Name of Enterprise:	
Company Registration No.:	
SARS Registration No.:	
UIF Registration No.:	
COIDA Registration No.:	
Relevant SETA for EEA purposes:	
Industry Sector:	
Bargaining Council:	
Contact Person:	
Address of Premises:	
Postal Address:	
Telephone Number:	
Fax Number:	
E-mail Address:	
Chief Executive Officer:	
Chief Executive Officer Address:	
Competent Person:	
Maximum power demand: in KW	
Health and Safety Representatives:	
Activities, products manufactured and/ services rendered:	
Raw materials, materials and chemical/ biological substances:	
Total Number of Employees:	Male: Female:

Contractor Particulars

Contractors:

Site Address:

Contracts Manager:

Managing Director:

Competent Persons:

CR14: SCAFFOLDING:

CR15: SUSPENDED SCAFFOLDING:

CR17(6): MATERIAL HOIST (S):

CR18(1): BATCH PLANT:

CR8(1)(a): FALL PROTECTION:

CR11(1)(1): EXCAVATION WORK:

CR12: DEMOLITION WORK:

CR19(2)(b): EXPLOSIVE POWER TOOLS

CR26(a): STACKING

INSPECTION		N/A	YES	NO
SECTION/REGS	ITEM CHECKED			
	APPOINTMENTS			
CR6(1)	Supervisor:			
CR6(2)	Assistant Supervisor:			
S17(1)	Health & Safety Representative: (ratio)			
S19(1)	Health & Safety Committees			
CR 12(1)	Demolition Director			
	DOCUMENTS			
GAR 9(1)	Records of Incidents			
GAR 4	Copy of the Act			
GAR 7	Safety Reps Report			
GAR 8	Safety Committee Minutes			
DMR 18(7)	Lifting Machinery Log (Crane)			
CR 3(3)	Notification of Construction Work			
CR 7(2)	Risk Assessment			
CR 7(9)(e)	Proof of the Health & Safety Induction Training			
CR 11(13)(h)	Inspection of Excavation (Records)			
CR 20(g)	Crane Operator Medical Certificate			
CR 21(11)	Mobile Plant Operator Medical Certificate			
CR 18(9)	Batch Plant Repairs & Maintenance Records			
CR22(d)	Temporary Electrical Installation Record			
CR 5(7)	Health & Safety File			
CR 15(11)	Suspended Platforms' Performance Records			
CR 17(b)& (c)	Material Hoists Record Book			
IMPROV NOTICE	Scaffolding Log Book			

CR 21(1)(l)	Construction Vehicle & Mobile Plant Register
CR 22(d)	Electrical Installation & Machinery Register
	INCIDENTS
GAR 8(1) S24	Reported
GAR 9(1)	Recorded
	Investigated
	Action Taken
	PUBLIC SITE
FR 2(1)	Sanitary Facilities
CR 28(1) (c)	Changing Facilities for each sex
CR 25(d)	Perimeter fence & no admittance
CR 25(e)	Overhead protection netting/falling objects
NB Notice	Pedestrian warning
	PERSONAL SAFETY EQUIPMENT
	Items Issued:
GSR 2(3)	Items Required:
S23	(What is the payment on each item?)
	SAFETY PLANS
	FIRST AID
GSR 3(6)	Name(s) of First Aider (s):
CR 4(1)(3)	Client's Health & Safety Specification
CR5	Principal's contractor H&S Plan
	FIRE HAZARD & PRECAUTIONS
GSR 4	Flammables used, waste, hot work, diesel
ER 9(1)	Portable Extinguishers
	ELECTRICAL INSTALLATIONS & MACHINERY
CR22	Guarding & PPE to Electrical Installations
	ILLUMINATION
ER 3(6)	Dangerous Places
	Housekeeping
ER6(2)(b),(c),(d)	Clear space storage
ER6(3)	Disposal of waste
	EXCAVATIONS
CR 11(3)(l)	Barricades
CR 11(3)(c)	Safe Depth Shoring/Bracing
CR 11(1)(a)	Monitored
CR 11(3)(h)	Excavation Inspection Record
	GUARDING
ER 6(2)(f)	Floor Openings
	Floor slab sides, Shafts

	SITE EQUIPMENT			
GSR 13A(a)	Ladders condition, secured			
IMPROV	Scaffold condition, secured			
	Platforms no. of boards condition Support 1.25. Toe Boards			
IMPROV	Hand Rails			
	SITE MACHINES			
DMR 3(2)(3)	Circulars, guards, riving knives			
DMR 2(a)	Mixers guarded			
	ELECTRIC POWER			
EMR 6(1)	Supply Board, condition E.L Relay Test			
GMR 3(1)	Condition of Tools, Leads, Plugs, etc			
	LIFTING MACHINE/TACKLE			
DMR 18(8)	Lifting of persons			
DMR 18(8)	Condition, Securing of Load			
	EXPLOSIVE POWERED TOOLS			
CR 19(1)	Safe Use and Storage			
IMPROV	Warning Notice			
	ROOF WORK			
CR 8(1)	Safety equipment & precautions			
CR 8(2)	Fall protection plan			
CR 8(3)	Updated fall protection plan			
	ASBESTOS CEMENT			
AR 10(a)	Suitable Tools			

WARNING: Under no circumstances shall any work of any nature whatsoever on any ASBESTOS material be undertaken unless the work is entrusted and mandated to a "REGISTERED ASBESTOS CONTRACTOR" in terms of the Asbestos Regulations. [CR 12(9)] (plse. contact the Regional Manager's Office)

24. HEALTH AND SAFETY FILE COMPILATION AND CONTENT
(Document attached)

25. SAFETY AND SWITCHING PROCEDURES FOR ELECTRICAL
INSTALLATIONS (Document attached)

NOTE:

The guidelines and conditions provided in this attached document form an integral constituent of the Health and Safety Specifications. It is therefore a condition of acceptance that no Health and Safety Plan shall be complete unless all relevant elements of this document applicable to the above project have been included in the Health and Safety Plan. The final approval of the Health and Safety Plan in terms of CR 4(2) shall be subject to this requirement based on the following certification by the Principal Contractor or his Agent:

" I hereby certify that I have taken cognisance of the content of the document titled 'SAFETY AND SWITCHING PROCEDURES FOR ELECTRICAL INSTALLATIONS' and have included the relevant elements of the document applicable to the above project in my Health and Safety Plan and shall ensure adherence to the requirements thereof."

The contents of CR 5 is pivotal when mandatary appointments are contemplated.



(Document attached)

- 27. IMPORTANT CONTACT DETAILS (HEALTH & SAFETY ONLY) (Document attached)

ATTACHMENTS



14. HEALTH AND SAFETY FILE COMPILATION AND
CONTENT

15. SAFETY AND SWITCHING PROCEDURES FOR
ELECTRICAL INSTALLATIONS

16. GUIDE TO THE GENERAL ADMINISTRATIVE
REGULATIONS

17. IMPORTANT CONTACT DETAILS - HEALTH &
SAFETY ONLY

Part C4: Site Information

C4 Site Information

PG-03.1 (EC) SITE INFORMATION – GCC 3rd Edition (2015)

Project title:	<i>DOJ Harrismith Magistrate Office: Installation of Emergency Back-up Generator</i>		
Tender no:	<i>BL24/005</i>	WCS no:	Reference no: <i>14/2/1/18/6722</i>

C4 Site Information

The site is situated at Harrismith Magistrate Court in Free State (Latitude -28.23007, Longitude 29.1278).

The site is fully fenced with a pedestrian and vehicle gates.

The position of the generator is easily accessible and closer to the electrical kiosk.

The road to site is tied

NB Harrismith Magistrate Court will still be occupied and in use while construction occurs.

Any disconnection and connection of electricity must be arranged with the client and be done over the weekend. It is viewed that all wiring, equipment, etc. be installed during the week and not over the weekend.

The use of the weekend should specifically be for disconnecting old equipment and connecting new equipment. The construction, installation and commissioning timeframes must be communicated to the client and have as little effect to the daily operations of the Centre.

