



# public works

Department:  
Public Works  
**REPUBLIC OF SOUTH AFRICA**

**CONTRACT NO: BL22/022**

**REFERENCE NO: 19/2/4/2/4/12**

**FOR:**

***Thabo Mofutsanyane District: 24 Months preventative maintenance  
for standby Generator***

**NAME OF TENDERER:** .....

**TENDER SUM :** .....

**ISSUED BY:**

**DEPARTMENT OF PUBLIC WORKS**

PRIVATE BAG: X20605, BLOEMFONTEIN, 9300

TEL: 051 408 7438/ 051 408 7491 OR 051 408 7434



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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

Project title:	Thabo Mofutsanyane District: 24 Months preventative maintenance for standby Generator
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Tender no:	BL22/022	Reference no:	19/2/4/2/4/12
Advertising date:	07 October 2022	Closing date:	01 November 2022
Closing time:	11am	Validity period:	12 Weeks (84 calendar days)

## 1. REQUIRED CIDB GRADING

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

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

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

## 2. RESPONSIVENESS CRITERIA

### 2.1 Substantive responsiveness criteria

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

1	<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, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	<input checked="" type="checkbox"/>	Use of correction fluid is prohibited.
4	<input checked="" type="checkbox"/>	Submission of (DPW-07 EC): Form of Offer and Acceptance.
5	<input type="checkbox"/>	Submission of (PA-16): Preference points claim form in terms of the Preferential Procurement Regulations 2017.
6	<input type="checkbox"/>	Submission of (PA – 36 and Annexure/s C): Declaration Certificate for Local Production and Content for designated sectors.
7	<input type="checkbox"/>	Submission of DPW-09 (EC): Particulars of Tenderer's Projects.
8	<input type="checkbox"/>	Submission of DPW-16 (EC): Site Inspection Meeting Certificate
9	<input type="checkbox"/>	Submission of record of attending compulsory virtual bid clarification / site inspection meeting.
10	<input checked="" type="checkbox"/>	Submission of DPW-21 (EC): Record of Addenda to tender documents
11	<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.

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12	<input type="checkbox"/>	The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender.
13	<input type="checkbox"/>	Submission of Proof of 30% Subcontracting participation and related documents in terms of the Preferential Procurement Regulations 2017
14	<input checked="" type="checkbox"/>	1. Submit a valid certified copy of Electrical Artisan certificate(trade test) and Mechanical Artisan certificate(trade test) or 2. Submit a valid certified copy of Millwright certificate.
15	<input checked="" type="checkbox"/>	Submission of other compulsory returnable schedule/documents as per (PA-09(EC): List of returnable documents
16	<input checked="" type="checkbox"/>	Provide proof of compliance with pre-qualification criteria by submitting a valid original or certified copy of B-BBEEE certificate / sworn affidavit or DTI Certificate together with the bidder's documentation at closing.
17	<input type="checkbox"/>	
18	<input type="checkbox"/>	

## 2.2 Administrative responsiveness criteria

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

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"/>	Submission of (PA-11): Bidder's disclosure.
4	<input checked="" type="checkbox"/>	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.
5	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD).
6	<input checked="" type="checkbox"/>	Submission of DPW-15 (EC): Schedule of proposed sub-contractors
7	<input type="checkbox"/>	The tenderer shall submit his fully priced Bills of Quantities (complete document inclusive of all parts) within 14 days from request.
8	<input checked="" type="checkbox"/>	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
9	<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.
10	<input checked="" type="checkbox"/>	Submission of DPW-09 (EC): Particulars of Tenderer's Projects
11	<input type="checkbox"/>	
12	<input type="checkbox"/>	
13	<input type="checkbox"/>	
14	<input type="checkbox"/>	
15	<input type="checkbox"/>	

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### 3. PRE-QUALIFICATION CRITERIA

**Preferential procurement: *Applicable***

Tenderer must comply with the Pre-qualification criteria for Preferential Procurement listed below

<input checked="" type="checkbox"/>	A tenderer having stipulated minimum B-BBEE status level of contributor:  <input checked="" type="checkbox"/> Level 1 or <input checked="" type="checkbox"/> Level 2 or <input type="checkbox"/> Level 3
<input type="checkbox"/>	An EME or QSE
<input type="checkbox"/>	A tenderer subcontracting a minimum of 30% to:  <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are youth <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are women <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people with disabilities <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships <input type="checkbox"/> A co-operative which is at least 51% owned by black people <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are Military veterans <input type="checkbox"/> An EME or QSE;

**Functionality: *Not applicable***

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

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

Minimum functionality score to qualify for further evaluation:	N/A
Functionality criteria:	Weighting factor:
N/A	N/A
<b>Total</b>	<b>100 Points</b>

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#### 4. BID EVALUATION METHOD

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

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

#### 5. 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.

##### 5.1 Technical risks:

**Criterion 1: Experience on comparable projects during the past Specify number of years between 5 and 10 years.**

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

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

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

Adherence to contractual commitments and quality of performance of comparable current and previous projects performed by the Tenderer during the past Specify number of years between 5 and 10 years as per

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

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

1. The level of progress on current projects in relation to the project programme or, if such is not available/applicable, to the contractual construction period in general;
2. The degree to which previous projects have been completed within the contractual completion periods and/or extensions thereto, and the extend of penalties imposed;
3. Project performance: time management & programming of works, timeous ordering of materials and appointment of subcontractors;
4. Financial management: payment to suppliers and cash flow problems;
5. Quality of workmanship: extent of reworks and timeous attention to remedial works;
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.

**5.2 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

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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.

## 6. 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 30% mandatory Subcontracting to SMMEs in accordance with the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017 as published in the Government Gazette Notice No. 40553 of 20 January 2017 – Condition of Tender. (Applicable to all projects above R30 Mil for all class of works categories)	<b>Not applicable</b>
(b)	Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. (Applicable to projects which require 7GB or 7CE cidb grading, i.e. R20 000 001 and above with minimum 6 month construction period)	<b>Not applicable</b>
(c)	Minimum Targeted Local Building Material Suppliers Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. (Applicable to projects which require 7GB or 7CE cidb grading, i.e. R20 000 001 and above with minimum 6 month construction period)	<b>Not applicable</b>
(d)	Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. (Applicable to projects which require Grade 7 to 9 cidb grading, i.e. R20 000 001 and above with minimum 12 month construction period)	<b>Not applicable</b>
(e)	<b>cidb BUILD Programme:</b> 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. (Applicable to projects which require 7GB or 7CE cidb grading, i.e. R20 000 001 and above with minimum 6 month construction period)	<b>Not applicable</b>
(f)	<b>cidb BUILD Programme:</b> Minimum Targeted Contract Skills Development Goal in accordance with the cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 43495 of 3 July 2020, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. (Applicable to projects which require cidb Grade 7 and above for all class of works categories, i.e. R20 000 001 and above with minimum 12 month construction period)	<b>Not applicable</b>
(g)	DPWI National Youth Service training and development programme (NYS) – Condition of Contract. (Applicable to projects with a minimum contract value R2 Mil and minimum 12 month construction period)	<b>Not applicable</b>
(h)	Labour Intensive Works – Condition of Contract. (Applicable to all CE projects and all GB projects ≥ R30 million)	<b>Not applicable</b>



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(i)		Select
(j)		Select

## 7. COLLECTION OF TENDER DOCUMENTS

- ☒ Bid documents are available for free download on e-Tender portal [www.etenders.gov.za](http://www.etenders.gov.za)
- ☒ Alternatively; Bid documents may be collected during working hours at the following address **18 PRESIDENT BRAND STREET**. A non-refundable bid deposit of R 200.00 is payable (cash only) on collection of the bid documents.

## 8. SITE INSPECTION MEETING

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

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

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

## 9. ENQUIRIES

Enquiries related to tender documents may be addressed to:

<b>DPWI Project Manager:</b>	Tebogo sebegu	<b>Telephone no:</b>	051 408 7382
<b>Cellular phone no:</b>	0828866277	<b>Fax no:</b>	
<b>E-mail:</b>	tebogo.sebegu@dpw.gov.za		

## 10. 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).

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<p><b>Tender documents may be posted to:</b></p> <p>The Director-General Department of Public Works and Infrastructure Private Bag X 20605 BLOEMFONTEIN 9300</p> <p>Attention: <b>Procurement section: Room 233</b></p>	<p><b>OR</b></p>	<p><b>Deposited in the tender box at:</b></p> <p>18 PRESIDENT BRAND STREET NATIONAL DEPARTMENT OF PUBLIC WORKS BLOEMFONTEIN 9300</p>
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**11. COMPILED BY:**

Tebogo sebego		27/09/2022
Name of Project Manager	Signature	Date



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

<b>Project title:</b>	<b>Thabo Mofutsanyane District: 24 Months preventative maintenance for standby Generator</b>		
<b>Tender / Quotation no:</b>	BL22/022	<b>Reference no:</b>	19/2/4/2/4/12
<b>Receipt Number:</b>			

### 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.

<b>Tender document name</b>	<b>Number of pages issued</b>	<b>Returnable document</b>
Form of Offer and Acceptance (DPW-07 EC)	4 Pages	Yes
Submission of Bidder's disclosure (PA-11)	3 Pages	Yes
Resolution of Board of Directors (PA-15.1) <i>(if applicable)</i>	1 Page	Yes
Resolution of Board of Directors to enter into Consortia or JV's (PA-15.2) <i>(if applicable)</i>	2 Pages	Yes
Special Resolution of Consortia or JV's (PA-15.3) <i>(if applicable)</i>	3 Pages	Yes
Preference points claim form in terms of the Preferential Procurement Regulations 2017 (PA – 16.1)	5 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).	-	Yes
Particulars of Tenderer's Projects (DPW-09 EC)	2 Pages	Yes
Site Inspection Meeting Certificate (DPW-16 EC) <i>(if applicable)</i> .	1 Page	N/A
Record of attending compulsory virtual bid clarification / site inspection meeting <i>(if applicable)</i> .	1 Page	N/A
Record of Addenda to tender documents (DPW-21 EC)	1 Page	Yes
Proof of 30% Subcontracting participation and related documents in terms of the Preferential Procurement Regulations 2017 <i>(if applicable)</i> .		
1. Submit a valid certified copy of Electrical Artisan certificate(trade test) and Mechanical Artisan certificate(trade test) or 2. Submit a valid certified copy of Millwright certificate.		Yes
Submission of other compulsory returnable schedule/documents as per (PA-09(EC): List of returnable documents	3	Yes

\* 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
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 .	5	Yes
Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.		

**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> )	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)	6 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Fully priced and completed sectional summary- and final summary pages with the tender.	6 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

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

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

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

<b>Name of representative</b>	<b>Signature</b>	<b>Date</b>

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

Project title:	<b>Thabo Mofutsanyane District: 24 Months preventative maintenance for standby Generator</b>		
Tender / Quotation no:	BL22/022	Reference no:	19/2/4/2/4/12

### OFFER

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

**Thabo Mofutsanyane District: 24 Months preventative maintenance for standby 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 words):	.....
	.....
	.....
Rand in figures:	R .....

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:** BL22/022

<b>AND WHO IS (if applicable):</b>	
Trading under the name and style of: .....	
<b>AND WHO IS:</b>	
Represented herein, and who is duly authorised to do so, by:  Mr/Mrs/Ms: ..... In his/her capacity as: .....	<b>Note:</b>  <b>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.</b>

**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:** BL22/022

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

.....  
.....

**Other Contact Details of the Tenderer are:**

Telephone No..... Cellular Phone No. ....

Fax No .....

Postal address .....

Banker ..... Branch.....

Registration No of Tenderer at Department of Labour .....

CIDB Registration Number: .....

**ACCEPTANCE**

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

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

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

Part C2 Pricing data

Part C3 Scope of work

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

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

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

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

**For the Employer:**

Name of signatory	Signature	Date

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

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



Tender / Quotation no: BL22/022

<b>Name of Organisation:</b>	Department of Public Works and Infrastructure
<b>Address of Organisation:</b>	

**WITNESSED BY:**

Name of witness	Signature	Date

**Schedule of Deviations**

<b>1.1.1. Subject:</b>
<b>Detail:</b>
<b>1.1.2. Subject:</b>
<b>Detail:</b>
<b>1.1.3. Subject:</b>
<b>Detail:</b>
<b>1.1.4. Subject:</b>
<b>Detail:</b>
<b>1.1.5. Subject:</b>
<b>Detail:</b>
<b>1.1.6. Subject:</b>
<b>Detail:</b>

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"

## 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 consortium<sup>2</sup> 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.

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

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

Project title:	<i>Thabo Mofutsanyane District: 24 Months preventative maintenance for standby Generator</i>		
Tender / Bid no:	BL22/022	Reference no:	19/2/4/2/4/12

I, \_\_\_\_\_ (surname and name),  
identity number, \_\_\_\_\_ do hereby declare that I am a registered medical  
practitioner, with my practice number being \_\_\_\_\_, practising at  
\_\_\_\_\_  
(Physical or postal addresses)  
declare that I have examined Mr. / Ms. \_\_\_\_\_,  
identity number \_\_\_\_\_ and have found the said person to be  
permanently disabled or having a recurring disability.

"Disability" means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory  
function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the  
range, considered normal for a human being." –

The nature of the disability is as follows:

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Thus signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

OFFICIAL STAMP OF  
MEDICAL PRACTITIONER

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

**Note:**

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

**ENTERPRISE STAMP**



## PA-15.2: 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)





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

Postal Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (code)

Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

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

### Note:

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

### ENTERPRISE STAMP



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

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

1. \_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_
3. \_\_\_\_\_  
\_\_\_\_\_
4. \_\_\_\_\_  
\_\_\_\_\_
5. \_\_\_\_\_  
\_\_\_\_\_
6. \_\_\_\_\_  
\_\_\_\_\_
7. \_\_\_\_\_  
\_\_\_\_\_
8. \_\_\_\_\_  
\_\_\_\_\_

Held at \_\_\_\_\_ (place)

on \_\_\_\_\_ (date)

### RESOLVED that:

#### RESOLVED that:

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

\_\_\_\_\_  
\_\_\_\_\_  
*(Project description as per Bid /Tender Document)*

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

PA-15.3: Special Resolution of Consortia or Joint Ventures

- B. \*Mr/Mrs/Ms: \_\_\_\_\_  
in \*his/her Capacity as: \_\_\_\_\_ (Position in the Enterprise)  
and who will sign as follows: \_\_\_\_\_  
be, and is hereby, authorised to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.
- C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:  
\_\_\_\_\_
- D. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.
- E. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item D above.
- F. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.
- G. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Postal code) \_\_\_\_\_

Postal Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Postal code) \_\_\_\_\_

Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_



PA-15.3: Special Resolution of Consortia or Joint Ventures

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

**Note:**

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



## PA16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017 AND THE AMENDED B-BBEE CODES.**

### 1. GENERAL CONDITIONS

1.1. The following preference point systems are applicable to all bids:

- 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. The value of this bid is estimated to **Not Exceed** R50 000 000 (all applicable taxes included) and therefore the... **80/20** ..... system shall be applicable.

1.3. Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.3.1 The maximum points for this bid are allocated as follows:

	POINTS
1.3.1.1 PRICE	80
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.4. Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5. An Exempted Micro Enterprise (EME) is only required to obtain a sworn affidavit or a certificate issued by Companies and intellectual property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.

1.6. Qualifying Small Enterprise (QSE) is only required to obtain a sworn affidavit or a certificate issued by Companies and intellectual property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.

- 1.7 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.
- 1.8 CERTIFICATES ISSUED BY IRBA AND ACCOUNTING OFFICER HAVE BEEN DISCONTINUED; HOWEVER VALID CERTIFICATES ALREADY ISSUED BEFORE 01 JANUARY 2017 MAY BE USED UNTIL THEY PHASE OUT COMPLETELY BY DECEMBER 2017

## 2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** 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;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice under

section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 ( Act No. 53 of 2003);

- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

#### 4. POINTS AWARDED FOR PRICE

#### 4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

**80/20 or 90/10**

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

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration



Pmin = Comparative price of lowest acceptable bid

## 5. Points awarded for B-BBEE Status Level of Contribution

- 5.1 In terms of Regulation 6(2) and /or 7(2), of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.3 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.4 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.5 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

## 6. BID DECLARATION

- 6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:



**7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1**

7.1 B-BBEE Status Level of Contribution: ..... = .....(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or Sworn Affidavit for EME's and QSE's.

**8 SUB-CONTRACTING (relates to 5.5)**

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted? .....%

(ii) the name of the sub-contractor? .....

(iii) the B-BBEE status level of the sub-contractor? .....

(iv) whether the sub-contractor is an EME/ a QSE YES / NO (delete which is not applicable)

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

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

9.1 Name of company/firm .....

9.2 VAT registration number .....

9.3 Company registration number .....

:

9.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

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".

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

9.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business? .....

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate/ Sworn Affidavit, qualifies the company/ firm for the preference(s) shown and I / we 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 paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) Disqualify the person from the bidding 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

**WITNESSES:**

1. ....

2. ....

.....

**SIGNATURE(S) OF BIDDER(S)**

DATE:..... ADDRESS:.....

.....

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

Project title:	Thabo Mofutsanyane District: 24 Months preventative maintenance for standby Generator			
Tender / quotation no:	BL22/022	Closing date:	01 November 2022	
Advertising date:	07 October 2022	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: **BL22/022**

**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

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

<b>Project title:</b>	<b>Thabo Mofutsanyane District: 24 Months preventative maintenance for standby Generator</b>		
<b>Tender no:</b>	<b>BL22/022</b>	<b>Reference no:</b>	<b>19/2/4/2/4/12</b>

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)*

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

<b>Name of Tenderer</b>	<b>Signature</b>	<b>Date</b>

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.

<b>Name of Tenderer</b>	<b>Signature</b>	<b>Date</b>

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

<b>Project title:</b>	<b><i>Thabo Mofutsanyane District: 24 Months preventative maintenance for standby Generator</i></b>		
<b>Tender no:</b>	BL22/022	<b>Reference no:</b>	19/2/4/2/4/12

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

<b>Name of Tenderer</b>	<b>Signature</b>	<b>Date</b>

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

Project title:	<i>Thabo Mofutsanyane District: 24 Months preventative maintenance for standby Generator</i>		
Tender no:	BL22/022	Reference no:	19/2/4/2/4/12

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

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

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

These net amounts will be adjusted as follows:

### FORMULA:

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

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

A = the amount (R) of adjustment

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

Y = exchange rate at the closing date of tender submission

Z = exchange rate on the date of payment.

Name of Tenderer	Signature	Date

## DPW-03 (EC): TENDER DATA

<b>Project title:</b>	<b><i>Thabo Mofutsanyane District: 24 Months preventative maintenance for standby Generator</i></b>
<b>Reference no:</b>	<b>19/2/4/2/4/12</b>

<b>Tender / Quotation no:</b>	<b>BL22/022</b>	<b>Closing date:</b>	<b>01 November 2022</b>
<b>Closing time:</b>	<b>01 November 2022</b>	<b>Validity period:</b>	<b>12 Weeks (84 Calendar days)</b>

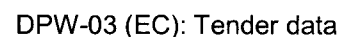
<b>Clause number:</b>	
	<p>The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement as per Government Notice No. 423 published in Government Gazette No. 42622 of 8 August 2019 and as amended from time to time. (see <a href="http://www.cidb.org.za">www.cidb.org.za</a>).</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>
<b>C.1.1</b>	The employer is the Government of the Republic of South Africa in its Department of Public Works and Infrastructure.
<b>C.1.2</b>	<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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<b>C.1.4</b>	<p>The Employer's agent is:</p> <table border="1"> <tr> <td>Name:</td><td><b>Tebogo Sebego</b></td></tr> <tr> <td>Capacity:</td><td><b>Departmental Project Manager</b></td></tr> <tr> <td>Address:</td><td><b>18 President Brand str, Bloemfontein, 9300</b></td></tr> <tr> <td>Tel:</td><td><b>051 408 7382</b></td></tr> <tr> <td>Fax:</td><td><b>N/A</b></td></tr> <tr> <td>E-mail:</td><td><b>tebogo.sebego@dpw.gov.za</b></td></tr> </table>	Name:	<b>Tebogo Sebego</b>	Capacity:	<b>Departmental Project Manager</b>	Address:	<b>18 President Brand str, Bloemfontein, 9300</b>	Tel:	<b>051 408 7382</b>	Fax:	<b>N/A</b>	E-mail:	<b>tebogo.sebego@dpw.gov.za</b>
Name:	<b>Tebogo Sebego</b>												
Capacity:	<b>Departmental Project Manager</b>												
Address:	<b>18 President Brand str, Bloemfontein, 9300</b>												
Tel:	<b>051 408 7382</b>												
Fax:	<b>N/A</b>												
E-mail:	<b>tebogo.sebego@dpw.gov.za</b>												
<b>C.2.1 C.3.11</b>	<p><b>A. <u>ELIGIBILITY IN RESPECT OF CIDB REGISTRATION:</u></b></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> <ul style="list-style-type: none"> <li>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 <b>3 EB</b> or <b>3 ME**</b> class of construction work; and</li> <li>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</li> </ul> <p>Joint ventures are eligible to submit tenders provided that:</p> <ul style="list-style-type: none"> <li>1. every member of the joint venture is registered with the CIDB;</li> <li>2. the lead partner has a contractor grading designation in the <b>3 EB</b> or <b>3 ME**</b> class of construction work; and</li> <li>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 <b>3 EB</b> or <b>3 ME**</b> class of construction work</li> </ul> <p><b>** Delete "or select tender value range select class of construction works" where only one class of construction works is applicable</b></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. - <b>Applicable</b></p>												

Tender no: BL22/022



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

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

<b>Functionality Criteria</b>	<b>Weighting Factor</b>
N/A	N/A
<b>Total</b>	<b>100 Points</b>

*(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
--	-----

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

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

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

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

### C.1 Technical risks:

**Criterion 1: Experience on comparable projects during the past 5 years.**

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

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

**Criterion 2: Contractual commitment and quality of performance on comparable projects during the past 5 years.**

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

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

1. The level of progress on current projects in relation to the project programme or, if such is not available/applicable, to the contractual construction period in general;
2. The degree to which previous projects have been completed within the contractual completion periods and/or extensions thereto, and the extend of penalties imposed;
3. Project performance: time management & programming of works, timeous ordering of materials and appointment of subcontractors;
4. Financial management: payment to suppliers and cash flow problems;
5. Quality of workmanship: extent of reworks and timeous attention to remedial works;
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.

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	<p><b>C.2 Commercial risks:</b></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>
<b>C.2.7</b>	For particulars regarding a pre-tender site inspection meeting, see Notice and Invitation to Tender T1.1
<b>C.2.12</b>	<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: <span style="float: right;">Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></span></p>
<b>C.2.13.2</b>	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.
<b>C.2.13.5</b>	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.
<b>C.2.13.6</b> <b>C.3.5</b>	A two-envelope procedure will not be followed.
<b>C.2.15</b>	The closing time for submission of tender offers is as per Notice and Invitation to Tender T1.1.
<b>C.2.16</b>	The tender offer validity period is as per Notice and Invitation to Tender T1.1.
<b>C2.16.3</b>	Omit the wording of the last sentence for those projects which are subject to CPAP
<b>C.2.18</b>	<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>

**Tender no:** BL22/022

<b>C.2.19</b>	Access shall be provided for inspections, tests and analysis as may be required by the Employer.
<b>C.3.4.1</b> <b>C.3.4.2</b>	The location for opening of the tender offers, immediately after the closing time thereof shall be at: <b>18 President Brand str, Bloemfontein, 9300, ROOM 233</b>
<b>C.3.8</b>	The words "responsive tender" and "acceptable tender" shall be construed to have the same meaning.
<b>C.3.9.3</b>	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."
<b>C.3.9.4</b>	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:"
<b>C.3.9.4</b>	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."
<b>C.3.11.1</b>	The procedure for the evaluation of responsive tenders is Method 2: Financial Offer and Preference.
<b>C.3.13</b>	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;
<b>C.3.17</b>	Provide to the successful tenderer one copy of the signed contract document.

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

Tender no: BL22/022

Name of Tenderer ..... ☐ EME<sup>1</sup> ☐ QSE<sup>2</sup> ☐ Non EME/QSE (tick applicable box)

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

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

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

<sup>1</sup> EME: Exempted Micro Enterprise

<sup>2</sup> QSE: Qualifying Small Business Enterprise

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

Tender no:

### 2. DECLARATION:

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

- 1 The information and particulars contained in this Affidavit are true and correct in all respects;
- 2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), the Preferential Procurement Regulations, 2017, National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;
- 3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;
- 4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;
- 5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

Signed by the Tenderer

Name of representative	Signature	Date

# **FACILITIES MANAGEMENT**

## **CONDITIONS OF CONTRACT (DPW)**

### **SEPT. 2005 VERSION 1**



## PA-10 (FM): CONDITIONS OF CONTRACT

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## 1. DEFINITIONS

- 1.1. The following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:
- 1.1.1. "Additional Services" are increases in the quantity of the routine Services detailed in the Scope of Works.
- 1.1.2. "Bill of Quantities" means the document so designated in the Pricing Data that describes the Services and indicates the quantities and rates associated with each item which the Employer agrees to pay the Service Provider for the Services completed;
- 1.1.3. "Certificate of Completion" means the certificate issued by the Service Manager signifying that the Contract has expired;
- 1.1.4. "Commencement Date" means the date on when the Service Provider is notified of the Employer's acceptance of its offer;
- 1.1.5. "Contract" means the Contract signed by the Parties and of which these Conditions of Contract form part of, and such amendments and additions to the Contract as may be agreed in writing between the Parties;
- 1.1.6. "Contract Data" means the specific data, which together with these Conditions of Contract, Scope of Works and Pricing Data collectively describe the risks, liabilities and obligations of the contracting Parties and the procedures for the administration of the Contract;
- 1.1.7. "Contract Period" is from Commencement Date for the period stated in the Contract Data;
- 1.1.8. "Contract Price" means the price to be paid for the Services in accordance with the Pricing Data, subject to such additions thereto or deductions there from as may be made from time to time under the provisions of the Contract;
- 1.1.9. "Contract Sum" refers to the amount stated by the Service Provider in the Form of Offer and Acceptance;
- 1.1.10. "CPAP" means contract price adjustment provisions used for the adjustment of fluctuations in the cost of labour, plant and materials and goods as stated in the Contract Data;
- 1.1.11. "Day" means a calendar day;
- 1.1.12. "Drawings" means all drawings, calculations and technical information which are made available to the Service Provider for inspection at a venue and time to be announced by the Service Manager and any modifications thereof or additions thereto from time to time approved in writing by the Employer or delivered to the Service Provider by the Employer;
- 1.1.13. "Employer" means the contracting Party named in the Contract Data who appoints the Service Provider;
- 1.1.14. "Equipment" includes all appliances, tools implements, machinery, articles and things of whatsoever nature required in or for the rendering, completion or defects correction of the Services but does not include materials;
- 1.1.15. "Facilities" means the land and buildings, detailed in the Scope of Works, and any additions, or omission thereto, made available by the Employer for the purposes of the Contract, on, under, over, in or through which the Services are to be rendered or carried out;
- 1.1.16. "Form of Offer and Acceptance" means the written communication by the Employer to the Service Provider recording the acceptance of the Service Provider's offer;
- 1.1.17. "Identified Projects" means any projects, other than routine Services, identified and agreed to by the Parties during the Contract period or any extensions thereto, to be completed in terms of the Contract.

- 1.1.18. "Materials" includes all materials, commodities, articles and things required to be furnished under the Contract for the execution of the Services;
- 1.1.19. "Month" refers to the period commencing on a certain day of a month to the day preceding the corresponding day of the next month;
- 1.1.20. "Parties" means the Employer and the Service Provider;
- 1.1.21. "Pricing Data" means the document that contains the Bill of Quantities and provides the criteria and assumptions, which it will be assumed in the Contract were taken into account by the Service Provider when developing his prices;
- 1.1.22. "Services" means all the work to be performed by the Service Provider during the Contract Period in accordance with the Contract, as more fully set out in the Scope of Works, as amended from time to time by written agreement between the Parties;
- 1.1.23. "Service Provider" means the Tenderer, as named in the Contract Data, whose offer has been accepted by or on behalf of the Employer and, where applicable, includes the Service Provider's heirs, executors, administrators, trustees, judicial managers or liquidators, as the case may be, but not, except with the written consent of the Employer, any assignee of the Service Provider;
- 1.1.24. "Service Manager" means the representative of the Employer named as the Service Manager in the Contract Data. The Employer reserves the right to replace the said Service Manager, by written notice to the Service Provider, without the need to furnish reasons therefor;
- 1.1.25. "Scope of Work" refers to the document which defines the Employer's objectives and requirements and specifications and any other requirements and constraints relating to the manner in which the Services must, or may, be provided or performed;
- 1.1.26. "Service Period" refers to the period indicated in the Contract Data during which the Service Provider shall render the Services required in terms of the Contract;
- 1.1.27. "Transitional Stage" refers to the period indicated in the Contract Data, which commences immediately on the expiry of the Service Period, and during which the Services to be provided by the Service Provider shall include, inter alia, the provision and transfer to the incoming service provider of managerial support and information, as detailed in the Scope of Works.

## 2. INTERPRETATION

- 2.1. In this Contract, except where the context otherwise requires:
  - 2.1.1 The masculine includes the feminine and the neuter, vice versa;
  - 2.1.2 The singular includes the plural; and vice versa
  - 2.1.3 Any reference to a natural person includes a body corporate, firm, association or consortium/joint venture/partnership, vice versa.
- 2.2. The headings to the clauses of this Contract are included for reference purposes only and shall not affect the interpretation of the provisions to which they relate.
- 2.3. Words and phrases defined in any clause shall bear the meanings assigned thereto.
- 2.4. The various parts of the Contract are severable and may be interpreted as such.
- 2.5. The expressions listed in clause 1 bear the meanings as assigned thereto and cognate expressions bear corresponding meanings.
- 2.6. If any provision in a definition clause is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive clause in the body of the Contract, notwithstanding that it is only contained in the interpretation clause.

### 3. DURATION

- 3.1. The rights and obligations of the Parties to this Contract shall commence on the Commencement Date.
- 3.2. Subject to the terms of clauses 33 and 34 relating to breach and termination respectively, the Contract will commence on the Commencement Date and terminate on the expiry of the Contract Period, unless it is extended in terms of clause 3.3.
- 3.3. The terms or duration of the Contract may be extended as a result of bona fide negotiations between the Parties. No extension of term or duration of the Contract shall however be valid unless the terms and conditions of such extension has been reduced to writing and signed by the authorised representatives of both Parties.

### 4. RIGHTS AND OBLIGATIONS OF THE EMPLOYER

- 4.1. The Employer shall give access to or supply the Service Provider with:
  - 4.1.1 All relevant, available data and information required and requested by the Service Provider for the proper execution of the Services; and
  - 4.1.2 Such assistance as shall reasonably be required by the Service Provider for the execution of its duties under the Contract.

### 5. RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER

- 5.1. The Service Provider shall, in executing his obligations, comply with the Service Manager's written instructions on any matter relating to the Services.
- 5.2. The Service Provider shall take instructions only from the Service Manager or other persons authorised by the Service Manager in terms of Clause 6.
- 5.3. The Service Provider shall not have the power of attorney or authority to enter into any contract or to otherwise bind or incur liability on behalf of the Employer, save where prior written authorisation has been obtained.
- 5.4. The Service Provider shall ensure that it, its employees, agents and representatives have the relevant experience and capacity necessary for rendering of the Services with the reasonable degree of skill, care and diligence that may be expected of professionals providing services similar to the Services.
- 5.5. Should any member of the Service Provider's team, in the opinion of the Service Manager or occupants of the Facilities, misconduct himself or is incompetent or negligent in the delivery of the Services, or whose presence on the Facilities is otherwise considered by the Service Manager, or occupants of the Facilities, on reasonable grounds, to be undesirable, the Employer may, in writing and together with reasons therefor, request that such person be removed. Such person shall not again be employed on the Services without the prior written consent of the Employer.
- 5.6. The Service Provider undertakes to effect such removal, as referred to in 5.5 above, within a day of receipt of the Employer's written request.
- 5.7. The Service Provider shall ensure that reasonable levels of care and responsibility are exercised when using items belonging to the Employer in the delivery of the Services.
- 5.8. During the ongoing provision of the Services the Service Provider shall at all times keep the Facilities clean and in a safe condition.
- 5.9. Notwithstanding anything herein contained to the contrary, it is specifically agreed that the appointment of the Service Provider shall not create an employment contract or relationship between the Parties and the Service Provider or his employees shall therefore not be entitled to any benefits to which the employees of the Employer may be entitled.



## **6. SERVICE MANAGER**

- 6.1. The Service Manager shall administer the Contract on behalf of the Employer in accordance with the provisions of the Contract.
- 6.2. The Service Manager may delegate any of his powers and authority and may cancel such delegation, on the prior written notification thereof to the Service Provider.
- 6.3. Such delegation shall continue in force until the Service Manager notifies the Service Provider in writing that the delegation is terminated.
- 6.4. The Service Provider may at any time, prior to giving effect thereto, refer any written order or instruction of the Service Manager's delegatee to the Service Manager who shall confirm, reverse or vary such order or instruction.

## **7. SECURITY**

- 7.1. The Service Provider shall provide to the Employer security in the amount and in the form set out in the Contract Data and any expenditure incurred in doing so shall be borne by the Service Provider.
- 7.2. Should the Service Provider fail to select the security to be provided or should the Service Provider fail to provide the Employer with the selected security within 21 days from Commencement Date, it shall be deemed that the Service Provider has selected a security in the form of a retention of 2.5 % of the Contract Sum (excl. VAT).

## **8. SECURITY CLEARANCE**

- 8.1. In the event of security clearance becoming necessary, the Service Provider, any subcontractors and all human resources utilized by the Service Provider undertake to undergo security clearance, for which purpose the necessary forms will be made available to the Service Provider at the relevant time by the Employer. The Service Provider accepts that if he or any of his human resources refuses to undergo the required security clearance, they will not be allowed on the Facilities to render the Services.
- 8.2. It is required that all persons engaged in the rendering of the Services shall be easily identifiable and where required, security cleared.

## **9. CONFIDENTIALITY**

- 9.1. The Service Provider undertakes to keep any and all information, of whatever nature, relating to the Contract or which he becomes privy to due to his presence at the Facilities, strictly confidential and such shall not be sold, traded, published or otherwise disclosed to anyone in any manner whatsoever, including by means of photocopy or other reproduction, without the Employer's prior written consent. As disclosure or improper use of the confidential information, without the Employer's prior written consent, will cause the Employer harm:
- 9.1.1 the Service Provider shall be liable for any loss or damages suffered by the Employer and shall indemnify the Employer against any claims by third parties as a result of such unauthorised disclosure or use thereof, either in whole or in part; and/or
- 9.2.1 the Employer shall be entitled to cancel the Contract
- 9.2. The Service Provider shall be entitled to disclose such confidential information to the following persons, who have a clear need to know interest, in order to assist with the rendering of the Services on the Contract:
- 9.2.1 employees, officers and directors of the Service Provider; and
- 9.2.2 any professional consultant or agent retained by the Service Provider for the purpose of rendering the Services, provided that the identity of such consultant or agent is made known to the Employer in writing and the Employer acknowledges in writing that the confidential information may be disclosed to such person.



- 9.3. The Service Provider shall be responsible for ensuring that all persons to whom the confidential information is disclosed under this Contract shall keep such information confidential and shall not disclose or divulge the same to any unauthorised person.
- 9.4. The confidential information shall remain the property of the Employer and the Employer may demand the return or destruction thereof, at the cost of the Service Provider, at any time upon giving written notice to the Service Provider. Within ten (10) days of receipt of such notice, the Service Provider shall return all of the original confidential information and shall destroy all copies and reproductions (both written and electronic) in its possession or in the possession of persons to whom it was disclosed and furnish a certificate to the Employer stating as much.

**10. AMBIGUITY IN DOCUMENTS**

- 10.1. The several documents forming the Contract are to be taken as mutually explanatory of one another and any ambiguity in or discrepancy between them shall be explained and, if necessary, rectified by the Service Manager who shall thereupon issue to the Service Provider a written explanation giving details of the adjustments, if any, and a written instruction directing what Service, if any, is to be delivered.

**11. INSURANCES**

- 11.1. It is the responsibility of the Service Provider to assess his risks on this project and to ensure that he obtains and maintains the adequate insurances to cover such risks.

**12. ACCESS TO THE FACILITIES AND COMMENCEMENT OF THE SERVICES**

- 12.1. The Service Provider shall provide the Employer, within 21 days of the Commencement Date, with an acceptable health and safety plan and such other information required in terms of the Occupational Health and Safety Act (85 of 1993).
- 12.2. The Service Period shall commence 30 days from Commencement date, or on such other date as maybe specified in the Contract Data
- 12.3. Notwithstanding the provision of 12.2, the Service Provider shall be given access to the Facilities or portions thereof, only after the provision by the Service Provider of an acceptable health and safety plan and of security clearance being obtained in terms of Clauses 12.1 and 8.1 respectively.
- 12.4. The Service Provider shall be given access to the Facilities or portions thereof and shall render the Services in accordance with its programme, referred to in clause 13 or after the receipt by him of a written instruction to this effect.
- 12.5. If the Employer fails to give the Service Provider access to the facility or any portion thereof for any reason other than default by the Service Provider and the Service Provider suffers additional costs as a result thereof, the Service Provider shall be entitled to make a claim therefor provided that the Service Provider is able to prove his claim and that he has taken all reasonable steps to mitigate the additional costs.

**13. PROGRAMME**

- 13.1. The Service Provider shall deliver to the Service Manager within 14 days from Commencement Date, a realistic programme and a cash flow for the delivery of the Services. The programme shall describe and detail the order in which the Services are to be rendered and shall be subject to the approval of the Service Manager, which written approval shall not be unreasonably withheld.
- 13.2. The Service Provider shall, on receipt of a written request from the Service Manager, furnish the Employer with any documents or information, of whatever nature, in support of the programme and/or in relation to the manner in which the Services are to be rendered and/or the resources to be supplied and used in the rendering of the Services and/or progress of the various parts of the Contract; and/or a detailed cash flow forecast.
- 13.3. A programme and the cash flow forecast will be submitted in terms of 13.1 and reviewed quarterly or as circumstances may require.



- 13.4. Agreement to the programme by the Service Manager or any adjustment thereto will not alter the responsibilities of the Service Provider in terms of this Contract.

**14. SUBCONTRACTING**

- 14.1. The Service Provider may subcontract any part of the Services at its discretion. The subcontracts shall incorporate the applicable terms, conditions and requirements of this Contract.
- 14.2. Subcontracting by the Service Provider shall not be construed as relieving the Service Provider from any obligations under the Contract or imposing any liability on the Employer.

**15. INTELLECTUAL PROPERTY RIGHTS INDEMNITY**

- 15.1. The Service Provider undertakes to obtain the necessary consent from the proprietors or their licensees should the Service Provider make use of the intellectual property of any other person.
- 15.2. The Service Provider further indemnifies the Employer against any claim or action (including costs on an attorney and client scale) caused by or arising from the failure to obtain such consent.

**16. COMPLIANCE WITH LEGISLATION**

- 16.1. This clause applies to legislation emanating from national and provincial government as well as that of any local authorities in whose area of jurisdiction the Facilities fall and which have a bearing on the delivery of the Services and Facilities under this Contract.
- 16.2. All the applicable legislation, which does not specifically allow discretion in respect of compliance by the Employer, shall be followed exactly as intended by such legislation regardless of any instructions, verbal or in writing, to the contrary.
- 16.3. Should any applicable legislation allow discretion in respect of compliance by the Employer it shall be followed exactly as intended by the relevant legislation as if no discretion is allowed until such time as specific instructions in writing are issued to the Service Provider by the Service Manager.
- 16.4. The Service Provider shall in the provision of the Services comply with the provisions of, and give all notices and pay all fees, taxes, levies and other charges required to be given or paid in terms of any legislation or imposed by any other body or person. The Service Provider hereby indemnifies the Employer against any liability for any breach of the provision of this clause.
- 16.5. It is the responsibility of the Service Provider to obtain the consents, permissions and/or permits, referred to in Clause 16.4, in the provision of the Services.
- 16.6. The Service Provider shall not have a claim against the Employer, and the Employer shall not be liable to refund the Service Provider for any of the fees, taxes, levies and other charges referred to Clause 16.4.

**17. REPORTING OF INCIDENTS**

- 17.1. In addition to the above, the Service Provider shall, as soon as possible, notify the Employer in writing of any incidents at the Facilities, which resulted or could have resulted in damage to property or injury or death to persons.
- 17.2. The Service Provider shall verbally notify the Service Manager of any of the incidents referred to in 17.1 immediately after the occurrence thereof.
- 17.3. The Service Provider shall follow up the verbal notification referred to in 17.2 with a detailed written report on such incidents to the Service Manager within the time frame indicated by the Service Manager, but in any event within 48 hours of the incident.
- 17.4. The written report referred to in 17.3 shall provide for all incidents, which resulted in injury, death or damage to property.



- 17.5. The Service Provider shall notify the Employer immediately, on becoming aware of the Contract requiring him to undertake anything that is illegal or impossible

**18. NUISANCE**

- 18.1. The Service Provider shall deliver the Services in a manner that shall not cause unnecessary noise, nuisance, or hinder the normal activities in the Facilities.
- 18.2. The Service Provider hereby indemnifies the Employer against any liability arising out of the Service Provider's non-compliance with his obligations in terms of Clause 18.1.

**19. MATERIALS, WORKMANSHIP AND EQUIPMENT**

- 19.1. All Services delivered, and materials and workmanship shall comply with the requirements of this Contract, the manufacturer's specification; good industry practice and the Service Manager's written instructions and shall be suitable for the purpose intended.
- 19.2. The Service Provider shall, in accordance with the Scope of Works or if instructed by the Service Manager, carry out tests demonstrating the acceptability of the relevant Services provided, or the suitability of materials or equipment to be used.
- 19.3. The Service Provider shall provide all necessary assistance, labour, materials, testing equipment and instruments for the purpose of such tests to be performed by himself or, if so instructed by the Service Manager, for the purposes of tests to be performed by any other person.
- 19.4. All costs for tests carried out shall be deemed to be included in the Service Provider's prices
- 19.5. Copies of the reports on the tests referred to in Clause 19.2 shall be forwarded by the Service Provider to the Employer within 10 days of the tests being completed.

**20. URGENT WORK**

- 20.1. The Employer may, by itself or through another service provider, effect any remedial or other repair work which becomes necessary due to no act or omission on the part of the Service Provider.
- 20.2. If the remedial or repair work became necessary due to an act or omission on the part of the Service Provider, its employees, agents or representatives, the Service Provider shall effect such remedial or repair work at its own cost.
- 20.3. If the remedial or repair work is urgently necessary due to an act or omission on the part of the Service Provider, its employees, agents or representatives and the Service Provider refuses to or is not available or able to effect such remedial or repair work, the Employer may effect such remedial or repair work either by itself or through another service provider.
- 20.4. If the Employer effects the remedial or repair work in terms of 20.3, then the Employer may recover such costs, losses or damages from the Service Provider or by deducting the same from any amount still due under this Contract or under any other contract presently or hereafter existing between the Employer and the Service Provider and for this purpose all these contracts shall be considered one indivisible whole.

**21. INDEMNIFICATIONS**

- 21.1. The Service Provider shall be liable for and hereby indemnifies the Employer against any liability, claim, demand, loss, cost, damage, action, suits or legal proceedings whether arising in common law or by statute consequent upon:
- 21.1.1 personal injuries to or the death of any person arising out of, related to, occasioned by, attributed to, or in the cause of or caused by the rendering of the Services;
- 21.1.2 loss of or damage to any movable or immovable or personal property or property contiguous to the Facilities whether belonging to or under the control of the Employer or any other body or person arising out of, related to, occasioned by, attributed to, or in the cause of or caused by reason of the rendering of the Services;





21.1.3 any liens, attachments, charges or other encumbrances or claims upon or in respect of any materials parts, work-in-process or finished work furnished to, or in respect of which any payment has been made by the Employer.

21.2. The Employer accepts liability for all acts or omissions of its employees, agents or representatives.

## **22. VARIATIONS**

22.1. The Employer may at any time during the Contract Period, vary the Services by way of additions, omissions, or substitutions.

22.2. No variation by the Employer of whatever nature shall vitiate the Contract.

22.3. Any Services required by the Employer outside of the Services as referred to in the Scope of Works will be regarded as being Identified Projects and shall be dealt with under clause 23 and shall be executed as a variation order.

22.4. The Service Provider shall inform the Employer of any instructions that are deemed to be Additional Services prior to such instructions being executed.

22.5. Additional Services will only be executed by the Service Provider after receipt by him of a written instruction from the Service Manager.

22.6. If no prior written authorisation, as required in 22.5 above, has been obtained, the Employer shall not reimburse the Service Provider for the Additional Services so executed, and the Service Provider agrees that it shall not have a claim for payment for such Additional Services.

22.7. The Additional Services will be valued at the rates in the Pricing Data.

## **23. IDENTIFIED PROJECTS**

23.1. The Service Provider shall inform the Employer of any instructions that are deemed to be Identified Projects prior to such instructions being executed.

23.2. The Employer is not obliged to engage the services of the Service Provider on Identified Projects. The Employer may, by itself, through another service provider or through the Service Provider effect the services/works under Identified Projects.

23.3. Identified Projects will only be executed by the Service Provider after receipt by him of a written instruction from the Service Manager.

23.4. If no prior written authorisation, as required in 23.3 above, has been obtained, the Employer shall not reimburse the Service Provider for the Identified Projects so executed, and the Service Provider agrees that it shall not have a claim for payment for such Identified Projects.

23.5 In respect of the Identified Projects, the written instruction referred to in 23.3 shall:

- (a) describe the services/works required to be executed by the Service Provider under the Identified Project;
- (b) state the due commencement and completion dates of the relevant Identified Project;
- (c) state the total cost of the relevant Identified Project as agreed to between the Parties; and
- (d) any additional requirements, conditions of contract and/or restrictions, other than those already stated in the Contract, that will be applicable.

23.6 Within 14 days of receipt of the written instruction referred to in 23.5, the Service Provider shall furnish the Employer with a realistic programme and a cash flow for the relevant Identified Project as required in 13.





- 23.7 Where an Identified Project comprises services/works that are of the same or similar character executed under the same or similar conditions as those to which the rates in the Pricing Data apply, it shall be valued at such rates.
- 23.8 Where an Identified Project comprises services/works that are not of the same or similar character executed under the same or similar conditions as those to which the rates in the Pricing Data apply, it shall be valued at market related rates to be agreed to in writing between the Employer and the Service Provider and in advance of executing the Identified Project. Failing agreement, the rates applicable shall be as determined by the Employer.
- 23.9 If the Service Provider fails to complete the Identified Project by the completion date specified in the written instruction referred to in 23.3, then the Service Provider will be liable for a penalty, at the rate stated in the Contract Data, for every day that lapses from the due completion date of the relevant Identified Project to the date of the actual completion of such Identified Project.
- 23.10 If the Identified Projects are delayed by variations, omissions, additions, substitutions or organised work stoppages by any workman not due to any action on the part of the Service Provider, exceptionally inclement weather, any substantial increase in provisional quantities or any other cause beyond the Service Provider's control, including delays caused by the Employer, then the Service Provider shall be entitled to apply in writing within 21 days of the cause of delay arising to the Service Manager for extension of the due completion date of the relevant Identified Project stating the cause of delay and period of extension applied for.
- 23.11 If during the period for completion of the Identified Project or any extension thereof abnormal rainfall or wet conditions occur, the formula below shall be used to calculate separately the delay for each calendar month or part thereof. It shall be calculated each month during the period referred to herein above, or until the issue date of the certificate of completion for the relevant Identified Project, whichever is the shorter period. The delay calculated for a given month shall be used to determine the interim extension of time granted for the month. At the end of the applicable period referred to above, the aggregate of the monthly delays will be taken into account for the final determination of the total extension of time for the Contract:

$$V = \frac{(Nw - Nn) + (Rw - Rn)}{X}$$

V = Delays due to rain in calendar days in respect of the calendar month under consideration.

Nw = Actual number of days during the calendar month on which a rainfall of Y mm or more per day has been recorded

Rw = Actual rainfall in mm for the calendar month under consideration.

Nn = Average number of days in the relevant calendar month (as derived from existing rainfall records provided in the project specifications) on which a rainfall of Y mm or more per day has been recorded.

Rn = Average rainfall in mm for the calendar month, as derived from the rainfall records supplied in the project specifications.

X = 20, unless otherwise provided in the project specifications.

Y = 10, unless otherwise provided in the project specifications.

The total delay that will be taken into account for the determination of the total extension of time for the Contract shall be the algebraic sum of the monthly totals for the period under consideration. But if the grand total is negative, the time for completion shall not be reduced on account of abnormal rainfall. The total extension of time for any calendar month shall not exceed (Nc - Nn) calendar days, where Nc = number of days calendar days in the month under consideration

The factor (Nw - Nn) shall be considered to represent a fair allowance for variations from the average number of days during which rainfall equals or exceeds Y mm per day.



The factor  $(Rw - Rn) \div X$  shall be considered to represent a fair allowance for variations from the average for the number of days during which rainfall does not equal or exceed Y mm per day, but when wet conditions prevent or disrupt work.

This formula does not take into account any flood damage, which could cause further or concurrent delays and which should be treated separately in so far as extension of time is concerned.

Accurate rain gaugings shall be taken at a suitable point on the site daily at 08:00 unless otherwise agreed to by the Service Manager, and the Contractor shall, at his own expense, take all necessary precautions to ensure that the rain gauges cannot be interfered with by unauthorized persons.

Information regarding existing rainfall records, if available from a suitable rainfall station near the site, will be supplied in the project specifications, together with calculations of rain delays for previous years in accordance with the above formula. The average of these delays will be regarded as normal rain delays which the Contractor shall accommodate in his programme, and for which no extension of time will be considered.

- 23.12 Upon receipt of such written application, referred to in 23.10, the Employer may in writing extend the due completion date of the relevant Identified Project by a period to be determined by the Employer or may refuse to extend the due completion date of the relevant Identified Project. The due completion date of an Identified Project may not be extended beyond the end of the Contract Period stated in the Contract Data.
- 23.13 Any decision given by the Employer, in terms of 23.12, shall be final and binding on the Parties.
- 23.14 Should the Service Provider fail to apply in writing for an extension of the due completion date of the relevant Identified Projects within the 21 days referred to in 23.10, or should the Employer not grant an extension of the due completion date then the due completion date stipulated in the relevant written instruction referred to in 23.5 shall not be extended nor the Service Provider exonerated from liability to pay the penalty stipulated in 23.9 or from specific performance of the service/works within the period in the relevant written instruction.

## **24. SUSPENSION OF THE SERVICES**

- 24.1 The Service Provider shall, on the written order of the Service Manager, suspend the provision of the Services or any part thereof for such time or times and in such manner as the Service Manager shall order and shall, during such suspension, properly protect the Services so far as is necessary.
- 24.2 If the Service Provider is instructed in writing by the Service Manager to suspend any or all of the Services, the Service Provider shall re-schedule the relevant Services. For the duration of such suspension all penalties applicable to that Service will be waived. Should the Service Provider suffer any additional costs resulting from such suspension, the Service Provider shall be entitled to make a claim therefor provided that the Service Provider shall prove his claim and that he has taken all reasonable steps to mitigate the additional costs.
- 24.3 If the Service Provider is unable to render any of the Services for any reason other than an instruction by the Employer to suspend the Services in terms of clause 24.1, the Employer shall not be liable for any claim of whatever nature, including a claim for costs, by the Service Provider.

## **25. PENALTY FOR NON-PERFORMANCE**

- 25.1 The Service Provider shall be liable for a performance deduction, if the Service Provider in rendering any of the Services required under the Scope of Works, as amended from time to time,
- 25.1.1 delays in performing any of the Services;
- 25.1.2 fails to perform any of the Services;
- 25.1.3 fails to perform any of the Services to the standard required in the Scope of Works, as amended from time to time.
- 25.2 The performance deduction shall be calculated in accordance with the formula detailed in the Scope of Works.

- 25.3 The Service Provider shall not be liable for a performance deduction, if the Service Provider is unable to perform due to no fault of his own, his employees, agents or representatives.

## 26. PAYMENTS

- 26.1 The Service Manager will evaluate the Service Provider's performance on a monthly basis.
- 26.2 The Service Provider shall submit a monthly certificate taking into account the following:
- 26.2.1 the assessment of the Services rendered during the assessment month, including routine services, management fees, and services using call down rates;
  - 26.2.2 adjustments in terms of the pricing data;
  - 26.2.3 additional work rendered by the Service Provider;
  - 26.2.4 CPAP adjustment where stated in the Contract Data; and
  - 26.2.5 VAT. Vat will be indicated separately in all documents.
- 26.3 If the Service Provider elects a security of 2,5% retention, or a 1,25% cash and 1,25% retention, then 5% of all moneys (excl. VAT) in the monthly certificate assessed by the Service Manager as being due to the Service Provider will be retained until such time as the amount retained equals 2.5% or 1,25%, whichever is applicable, of the Contract Sum (excl. VAT)
- 26.4 The monthly certificate shall be supported by a detailed report substantiating the Services rendered at each Facility during the month under assessment.
- 26.5 The monthly certificate shall be assessed by the Service Manager. If the Service Manager agrees with the certificate, he will issue a statement within 14 days of the receipt of the certificate, taking into account inter alia the following:
- (1) deductions for penalties;
  - (2) deductions for overpayments;
  - (3) deductions for retention
  - (4) deductions for damages.
- 26.6 The Service Provider shall, on receipt of the statement referred to in 26.5, issue to the Employer a tax invoice in the amount reflected in the statement. The Employer shall effect payment to the Service Provider within 16 days of receipt of the tax invoice.
- 26.7 If the Service Manager does not agree with the certificate issued by the Service Provider in terms of Clause 26.2, the Service Manager shall within 14 days of receipt of the certificate, issue a statement in the amount to which the Service Manager agrees and shall give reasons for rejecting the balance of the claim indicated in the statement.
- 26.8 The Service Provider shall furnish the Employer with a tax invoice in the amount indicated in the statement referred to in Clause 26.7.
- 26.9 With regards to the claim in dispute, the Service Provider may, within 14 days of the Service Manager issuing the statement referred to in 26.7, submit a revised certificate or a justification for his claim or declare a dispute in terms of 34.
- 26.10 If it is later resolved that the amount in dispute or any part thereof is owing to the Service Provider, the Employer shall be liable for interest thereon from 30 days after the issue of the relevant monthly certificate referred to in 26.2 until the date of payment at the interest rate determined from time to time, by the Minister of Finance in terms of section 80 (1)(b) of the Public Finance Management Act, 1999 (Act 1 of 1999), as amended.
- 26.11 All the work shall be evaluated in accordance with the provisions of the Pricing Data.



- 26.12 In assessing the quality of the work presented by the Service Provider, the Employer may enlist the assistance of third persons. In assessing the work the third person shall act reasonably. The selection of such third persons shall be in the absolute discretion of the Employer and the Service Provider shall abide by such selection.
- 26.13 Any and all extra costs incurred by the Service Provider, resulting from the Service Provider having to address and/or rectify queries arising from a claim submitted in respect of work done, shall be for the account of the Service Provider.

## **27. RELEASE OF SECURITY**

- 27.1 If the Service Provider has furnished a security by way of a variable guarantee of 2.5% of the Contract Sum (excl. VAT), the security will be reduced and be released in accordance with the provisions of such variable guarantee.
- 27.2 If the Service Provider elects to furnish a security by way of a cash deposit of 2.5% of the Contract Sum (excl. VAT), then the security will be released as follows:
- 27.2.1 annually in equal portions, subject to 27.2.2 and 27.2.3;
- 27.2.2 95% of the last annual portion of retention shall be released within 30 days of the expiry of the Service Period;
- 27.2.3 the remaining retention shall be released within 30 days of the issue of the Certificate of Completion.
- 27.3 If the form of security selected is:
- (a) a retention of 2.5% of the Contract Sum (excl. VAT); or
- (b) a 1,25% cash deposit and a 1,25% retention of the Contract Sum (excl. VAT),
- then security will only be released after the 2,5% or 1,25% retention respectively has been accumulated, as follows:
- 27.3.1 annually in equal portions, subject to 27.3.2 and 27.3.3;
- 27.3.2 95% of the last annual portion of retention shall be released within 30 days of the expiry of the Service Period;
- 27.3.3 the remaining retention shall be released within 30 days of the issue of the Certificate of Completion.

## **28. OVERPAYMENTS**

- 28.1 If any overpayment of whatever nature is made to the Service Provider, the Service Provider shall be obliged to repay such amount to the Employer and the Employer shall be entitled to deduct such over payment from any amount due to the Service Provider, in respect of this Contract or any other contract, which the Employer may have with the Service Provider. The Employer shall be entitled to claim interest on any and all overpayments made to the Service Provider at the rate prescribed, from time to time, by the Minister of Finance in terms of section 80 (1)(b) of the Public Finance Management Act, 1999 (Act 1 of 1999), as amended.

## **29. COMPLETION**

- 28.1 At the expiry of the Service Period the Service Manager shall furnish the Service Provider with a written list of Employer's Assets and Data handed over at commencement of the Contract and accumulated during the Contract Period.
- 29.2 At the expiry of the Contract Period, the Service Manager shall issue to the Service Provider a Certificate of Completion.
- 29.3 Upon the issue of a Certificate of Completion, unless otherwise provided in the Contract:



29.3.1 The Guarantee shall be returned, if applicable.

29.3.2 The final cash deposit or retention, whichever is applicable, shall be reduced to zero.

### **30. ASSIGNMENT**

30.1 The rights and obligations of the Parties in terms of this Contract shall not be ceded, assigned, delegated, or otherwise transferred, by either Party to any person outside of the Service Provider and the Employer, save with the prior written consent of the other Party.

30.2 Each Party warrants that he is acting as a principal and not as an agent of an undisclosed principal.

### **31. INDULGENCES**

31.2 No extension of time, latitude or other indulgences which may be given or allowed by either Party to the other shall constitute a waiver or alteration of this Contract, or affect such Party's rights, or prevent such Party from strictly enforcing due compliance with each and every provision of this Contract.

### **32. OWNERSHIP AND PUBLICATION OF DOCUMENTS**

32.1 The Employer will become the owner of the information, documents, advice, recommendations and reports collected, furnished and/or compiled by the Service Provider during the course of, and for the purposes of executing this Contract, all of which will be handed over to the Employer, unless otherwise stipulated in the Contract, within ten (10) days of request therefor, but in any event on the termination and/or cancellation of this Contract for whatever reason. The Service Provider relinquishes its retention or any other rights to which it may be entitled.

32.2 The copyright of all documents, recommendations and reports compiled by the Service Provider during the course of and for the purposes of finalising Services, and the Contract as a whole, 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, notification to or payment to the Service Provider.

32.3 The copyright of all electronic aids, software programmes etc. prepared or developed in terms of this Contract shall be vested 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 Service Provider.

32.4 In case of the Service Provider providing documents or material to the Employer, the development of which has not been at the expense of the Employer, copyright shall not be vested in the Employer. The Service Provider shall be required to indicate to which documents and/or materials this provision applies.

32.5 The Service Provider hereby indemnifies the Employer against any action or claim that may be instituted against the Employer and for any damages suffered or legal costs (including costs on an attorney and client scale) incurred on the grounds of an alleged infringement of any copyright or any other intellectual property right in connection with the work outlined in this Contract.

32.6 All information, documents, recommendations, programmes 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.

### **33. BREACH OF CONTRACT**

33.1 In the event of a breach by the Service Provider of any of the terms and conditions of this Contract, the Employer shall issue a notice of non-compliance requiring compliance within 10 (ten) days. In the event that the Service Provider fails to remedy such breach on expiry of the notice period, then the Employer shall without prejudice to any other rights that it may have, be entitled to exercise any or all of the following rights:

33.1.1 Enforce strict compliance with the terms and conditions of the Contract;



- 33.1.2 To terminate this Contract without prejudice to any other rights it may have;
- 33.1.3 To suspend further payments to the Service Provider;
- 33.1.4 To appoint other service providers to complete the execution of the Services, in which event the Service Provider shall be held liable for costs incurred in connection with and arising from the appointment of such a service provider as well as damages suffered.
- 33.2 The Service Provider agrees to, within ten (10) days of written request from the Employer, give access to and to make available all information, documents, programmes, advice, recommendations and reports collected, furnished and/or compiled by them to enable the Employer to assume responsibility for and the benefit of the project as a whole.
- 33.3 In the event of breach by the Employer of the terms and conditions of this Contract, and in the event of the Employer remaining in breach after ten (10) days' written notice calling for rectification of the breach, the Service Provider shall be entitled to:
  - 33.3.1 enforce strict compliance with the terms and conditions of the Contract; or
  - 33.3.2 terminate the Contract by delivering written notice to the Employer to that effect to the extent that such breach is of a material term of this Contract.
- 34. **STOPPAGE AND/OR TERMINATION OF CONTRACT**
  - 34.1 The Employer reserves the right to terminate this Contract or temporarily stop the Services, or any part thereof, at any stage of completion.
  - 34.2 The Employer shall have the right to terminate this Contract without prejudice to any of its rights upon the occurrence of any of the following acts:
    - 34.2.1 on breach of this Contract by the Service Provider as stipulated in Clause 33;
    - 34.2.2 on commencement of any action for the dissolution and/or liquidation of the Service Provider, except for purposes of an amalgamation or restructuring approved in advance by the Employer in writing;
    - 34.2.3 if the Service Provider receives a court order to be placed under judicial management or to commence liquidation proceedings that is not withdrawn or struck out within five (5) days;
    - 34.2.4 if the Service Provider informs the Employer that it intends to cease performing its obligations in terms of this Contract;
    - 34.2.5 if the Service Provider informs the Employer that it is incapable of completing the Services as described; or
    - 34.2.6 if in the opinion of the Employer the Service Provider acted dishonestly;
  - 34.3 The Employer reserves the right to, even in the absence of breach or the events referred to in 34, terminate this Contract at any time, by giving one (1) calendar month written notice to the Service Provider.
  - 34.4 Further, the Contract shall be considered as having been terminated:
    - 34.4.1 where the Employer stops the Contract and/or the Project and instructions to resume or reinstate the Services are not issued within twelve (12) months of the instruction; or
    - 34.4.2 if instructions, necessary for the Service Provider to continue with the Services after a stoppage instruction, are not received from the Employer within three (3) months after such instructions were requested by the Service Provider.
  - 34.5 Should the Contract between the Employer and the Service Provider, or any part thereof, be terminated by either of the Parties due to reasons not attributed to the Service Provider:



- 34.5.1 The Service Provider will be remunerated for the appropriate portion of the Services satisfactorily completed, calculated in accordance with the agreed rates.
- 34.5.2 Invoices for work done shall be submitted to the Employer within three (3) months after the termination of the Contract, failing which the Employer will not be obliged to pay same.
- 34.5.3 The Service Provider shall not be entitled to advance a right of retention or any similar right if this Contract is terminated and specifically agrees to, within ten (10) days of written request from the Employer, give access to and to make available all information, documents, programmes, advice, recommendations and reports collected, furnished and/or compiled by them to enable the Employer to assume responsibility for and the benefit of the Contract as a whole.

### 35. DISPUTE RESOLUTION

- 35.1 In the event of a dispute, the Parties shall endeavour to resolve such dispute through negotiation, in good faith.
- 35.2 If the Parties fail to resolve a dispute through negotiation as mentioned in 35.1, within 14 days of a dispute being declared, the Parties may by written agreement refer the matter to mediation.
- 35.3 The mediator shall be a person agreed to by the Parties, failing agreement, the President: South African Facilities Management Institute shall nominate the mediator.
- 35.4 Whether or not mediation resolves the dispute and irrespective of the outcome of thereof, the Parties shall bear their own costs arising from the mediation and shall equally share the costs of the mediator and related costs. The mediator and the Parties shall, before the commencement of the mediation, agree on a scale of fees on which the mediator's fees will be based.
- 35.5 The Parties shall appoint the mediator within 21 days of agreeing to mediate.
- 35.6 On appointment of the mediator, the Parties shall jointly with the mediator decide on the procedure to be followed, representation, dates and venue for the mediation.
- 35.7 If the dispute or any part thereof is settled, the agreement shall be recorded by the mediator and signed by both Parties. The agreement shall be binding on the Parties to the extent that it correctly records the issues agreed upon between the Parties.
- 35.8 If the dispute or any part thereof remains unresolved, it may be resolved by litigation proceedings.
- 35.9 If the mediator or any Party, at any time during the mediation process, is of the opinion that the mediation will not resolve the dispute, then he may in writing stop the mediation process. The dispute may then be dealt with in terms of 35.8.
- 35.10 Notwithstanding anything else herein contained to the contrary, it is agreed that irrespective of the fact that the dispute is referred to negotiation, mediation or litigation in court, the decision of the Employer on the dispute involved will immediately be given effect to by the Service Provider and the Service Provider shall proceed with the Services with all diligence unless the Parties agree otherwise in writing.

### 36. GENERAL

- 36.1 This is the entire Contract between the Parties and may only be amended if reduced to writing and signed by the duly authorised representatives of both Parties, whereafter such amendments will take effect.
- 36.2 The Contract shall be governed by, construed and interpreted according to the law of the Republic of South Africa.

### 37. DOMICILIUM CITANDI ET EXECUTANDI

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".



- 37.1 The domicilium citandi et executandi of the Parties for all purposes arising from this Contract for the service of notices and legal process shall be as specified by the Parties in the Contract Data.
- 37.2 Each of the Parties shall be entitled at any time by way of written notice to the other Party, to change its domicilium citandi et executandi to another physical address.
- 37.3 Any notice in terms of the conditions of the Agreement must either be:
- 37.3.1 delivered by hand during normal business hours of the recipient; or
  - 37.3.2 sent by prepaid registered post to the address chosen by the addressee.
- 37.4 A notice in terms of the provisions of this Agreement shall be considered to be duly received:
- 37.4.1 if hand-delivered on the date of delivery;
  - 37.4.2 if sent by registered post as indicated in clause 37.3.2 above, ten (10) days after the date it was posted, unless the contrary is proved.
- 37.5 Notwithstanding anything to the contrary contained or implied in this Agreement, the written notice or communication actually received by one of the Parties from the other, including by way of facsimile transmission, shall be adequate written notice or communication to such Party.
- 37.6 Any notice, request, consent, or other communication made between the Parties pursuant to the Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or one day after being sent by facsimile to such Party at the number specified in the Contract Data or one week after being sent by registered post to the addressee specified in the Contract Data.



Thabo Mofutsanyane DISTRICT 24 Months preventative maintenance for standby Generator.  
REFERENCE NO: 19/2/4/2/4/12  
TENDER NO:

## SPECIAL CONDITIONS OF CONTRACT (SCC)

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Thabo Mofutsanyane DISTRICT 24 Months preventative maintenance for standby Generator.  
REFERENCE NO: 19/2/4/2/4/12  
TENDER NO:

## 1. SCOPE OF CONTRACT

- 1.1. This contract caters for **24 Months preventative maintenance for standby Generator, Thabo Mofutsanyane DISTRICT**, run by National Department of Public Works (NDPW), Bloemfontein Regional Office, for a period of twenty four (24) months.
- 1.2. List of facilities applicable to this contract will be found in the bill of quantity of the tender document under scope of works.
- 1.3. The principle of this contract shall be that, on average, all the equipment will be serviced and maintained on a regular basis as specified in the **SCOPE OF WORK**.
- 1.4. There are no P&Gs in this term contract.
- 1.5. The contractor shall liaise with the designated official of the National Department of Public Works (NDPW); regarding his intended visit of the facilities to perform the maintenance tasks as specified in the **BILL OF QUANTITY**.
- 1.6. The contractor must register on the Client Department register whenever he/she worked on the system. This register will serve as a proof of attendance to the site whenever required. Therefore, the contractor must submit proof of attendance register signed by both the contractor and the Client Department; be attached to the invoice.
- 1.7. **As this is day to day maintenance, the final offer of the acceptable contractor is therefore an estimate and will vary meaning that the collective/total pay-outs at the end of the two year, it may exceed or be less than the offered amount on the term contracted.**
- 1.8. National Department of Public Works (NDPW) Regional Office Bloemfontein, cannot be held accountable should the collective/total pay-outs at the end of the term contract be less than the form of offer of acceptance.
- 1.9. **All the quantities in this tender document are provisional and inserted in order to obtain competitive tenders. The National Department of Public Works (NDPW) Regional Office Bloemfontein, reserves the right to increase or decrease quantities and exclude equipments during the progress of the contract and such increase or decrease shall not alter the rates for any item.**
- 1.10. The contractor will be expected to attend to the equipment that are not mentioned or included in item 1.11 below, if requested so by the designated official of the National Department of Public Works. **Rates shall be similar and comparable to those tendered in the bill of quantities.**
- 1.11. Particulars of the Equipment to be serviced/maintained:

No

1. standby Generator

## 2. THE TENDER

- 2.1. The tenderer shall, before submitting his/her tender, check the numbers of the pages and should any be missing or duplicated, or the reproduction be indistinct, or if any doubt exists as to the full



Thabo Mofutsanyane DISTRICT24 Months preventative maintenance for standby Generator.

REFERENCE NO: 19/2/4/2/4/12

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intent of meaning of any description, or this tender contains any obvious errors, the tenderer shall obtain a directive in writing from the National Department of Public Works (NDPW) Regional Office Bloemfontein.

- 2.2. The text of this tender and other document as prepared by the National Department of Public Works (NDPW) Regional Office Bloemfontein will be adhered to and no alteration, erasure, omission or addition thereto by the tenderer will be recognised. No alternative offer will be accepted.

### 3. DOCUMENTS

- 3.1. Should there be any contradiction between these, the Special Conditions of Contract and the General Conditions of Contract (PA 10 (FM)), then the **Special Conditions of Contract** shall normally take precedence. However, the contradiction must be brought to the attention of the designated official of National Department of Public Works Regional Office Bloemfontein for clarification and a final ruling.
- 3.2. The following documents are deemed to form part of this tender and the contractor must ensure compliance:
  - a. The Code of Practice for the application of the National Building Regulations (SANS 10400)
  - b. Occupational Health and Safety Act, 1993 (Act 85 of 1993).
  - c. Machinery and Occupational Safety Act No. 6 of 1983.
  - d. Municipal By-laws and any special requirements of the local Authority.
  - e. General Conditions of Contract Facilities Management (PA 10 (FM) GCC 2010).
  - f. Special Conditions of Contract.
  - g. State Tender Board General Conditions and Procedures (ST 36).
  - h. Health and Safety Specifications.

**N.B.:** *The tenderer must study these documents and acquaint him/herself with the contents thereof as no claims in this regard will be entertained.*

*The above mentioned documents are available from the office of the **Regional Manager, 18 President Brand Street, Bloemfontein, 9300.***

### 4. CONTRACT PERIOD

- 4.1. This contract will be valid for a period of twenty four (24) months, commencing from the date of the letter of acceptance of the tender.

### 5. SERVICES APPLICABLE TO THIS TENDER

- 5.1. This tender involves maintenance of Standby Generator which needs to operate properly and which falls under the control of the National Department of Public Works Regional Office Bloemfontein.
- 5.2. Upgrading of equipment and/or additions of any nature whatsoever are excluded in this tender.



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- 5.3. The National Department of Public Works reserves the right to enter into new contracts for major Repairs and Renovations and New Works in any complex or building covered in the area of this contract, which will then exclude day to day maintenance for the duration of this new contract.
- 5.4. Work undertaken under this contract, shall comply with the requirements described in the **MECHANICAL AND ELECTRICAL MAINTENANCE SPECIFICATION.**

## 6. MANAGEMENT

6.1. The contractor undertakes to:

- a. Arrange with the relevant Client Department regarding access to the premises in order to execute the required work;
- b. Take adequate precautions to prevent damage to structures, buildings, fittings and furnishing inside the premises and elsewhere on site;
- c. **ACCEPT THE LIABILITY TO ANY INCIDENTS THAT MAY OCCUR ON THE EQUIPMENT BEEN ATTENDED TO. SHE/HE WILL BE LIABLE FOR ALL THE COSTS. THE CONTRACTOR MUST REFER TO CLAUSE 11 OF PA-10 (FM).**
- d. Accept liability and to indemnify the National Department of Public Works against any claims whatsoever arising from his conduct and/or the conduct of his employees;
- e. Safeguard all his employees in accordance with the regulations of the Unemployment Insurance Act 1966, (Act No. 30 of 1966) and any amendments thereof;
- f. Comply with all By-laws and requirements of the local authority;
- g. Provide appropriately qualified technicians and personnel to carry out any mechanical and electrical works, also on week-ends and public holidays.
- h. Penalty fee of R1000/day to be paid by a contractor on services not executed as per agreed time line as per item in PA-10 clause 25, unless a mutual agreement is reached between relevant Project Leader and contractor due to delays of outside bidder such as site being not available/accessible (caused by client), or material being available from the manufacture.
- i. In a case where COC is required contractor will have to submit a relevant COC issued by an authorised installation Electrician.

## 7. CONTRACTOR'S ABILITY

- 7.1 The work is to be carried out by competent technicians/artisans, all in accordance with the Basic Conditions of Employment Act (Act No. 3 of 1983) with Regulations and Occupational Health and Safety (Act 85/1993).
- 7.2 Tenderers are to note, that the equipment to be serviced/maintained/repared under this contract are all of the most strategic importance to the National Department of Public Works and full proof of the tenderer's ability to satisfactorily perform that specified services will be required. To this end, tenderer's premises will be inspected for tools, equipment and general good management before tenders are awarded.



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- 7.3 Of particular importance also, is the location of the contractor's premises related to the facilities to be serviced/maintained/repared, because travelling time may become an issue under certain circumstances. Therefore, the contractor's premises must be local and near the facilities to be serviced/maintained/repared to avoid any delays.
- 7.4 THE TENDERERS MUST SUBMIT COMPANY PROFILE, CERTIFICATES OF QUALIFICATIONS, APPRENTICESHIP AS WELL AS EXPERIENCE FOR EACH TECHNICIAN/ARTISAN EMPLOYED FOR EVALUATION PURPOSES BY THIS DEPARTMENT. BY NOT COMPLYING WITH THIS CLAUSE CAN LEAD TO DISQUALIFICATION OF THE TENDER.
- 7.5 Tenderers will also have to satisfy the National Department of Public Works that:
- (a) Their ability to obtain parts without delay for the equipment that may be required.
  - (b) Their mechanics/technicians are properly qualified to carry out the specified servicing/maintenance/repairs to the equipment contemplated under this contract.
  - (c) Their technicians doing the electrical services are fully qualified electricians, and have knowledge of H.V. and L.V. switching in order to test the equipment on load.
  - (d) Their technicians have knowledge of electronics and the operation sequence of automatic panels as well as the protection interlocks on the alternators. **Drawings of the circuits are not available.**
  - (e) Their technicians are fully conversant with the working of various mechanical and electrical equipment as well as protection devices and able to carry out minor and major repairs on site.
  - (f) They will use competent trained staff directly employed and supervised by themselves and shall take all the necessary steps to maintain the installations and keep it in perfect working condition for the full period of this Service Maintenance and Repair contract.
  - (g) **All electrical work shall be carried out by, or under the supervision of a qualified electrician, and all work done shall comply with the Standard Wiring Regulations, SANS 0142, as well as the National Department of Public Works' Standard Specification for Electrical Equipment and The Occupational Health and Safety Act (Act No 85 of 1993)**

## 8. MATERIAL OF EQUAL QUALITY

- 8.1 Replacement parts, spares and materials used must be of equal specification to the component that is being replaced and must where possible carry the SABS OR SANS mark of approval. If such equivalent component is not available, then the alternative component must be approved by the designated official of the National Department of Public Works Regional Office Bloemfontein, prior to installation.
- 8.2 The serial numbers of original and new components or appliances such as compressors, motors, etc. shall be entered on job cards and invoices presented for payment. The guarantee cards and O&M manuals for new items must also be attached to job cards.



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- 8.3 Defective parts must be handed to the responsible Client Department on site. During the handover of defective parts both the contractor and the Client Department must sign the handover agreement.

## 9. PRICES

- 9.1 All prices quoted by the tenderer for items in this document must include for additional costs, if any, that may occur as a result of these "Special Conditions" as well as for the supply of all tools, spares, miscellaneous such as ladders, scaffolding etc. and all expendable/consumables material such as oil, grease and cleaning material etc., necessary for the proper execution of maintenance, servicing and repair work, and everything necessary for the proper performance of the work as well as for operation of the plant.
- 9.2 All minor and incidental repairs such as replacement of nuts, bolts, washers, self-tapping screws, pop rivets, fixing of loose electrical wires, cleaning off dirt and cobwebs from equipment, etc. shall form part of service. The contractor shall allow for such repairs, (material, labour overheads, administration cost, profit etc.), in his price for servicing and for his operation.

## 10. TARIFFS (UNIT RATES)

- 10.1 Each item in the bill of quantities as listed must be priced. **"NO COST", "R0.00", "FREE", "N/A" OR UNFAIR OR UNREASONABLE TARIFFS (UNIT RATES)** shall not be accepted and this may lead to disqualification of the tender.
- 10.2 The National Department of Public Works reserves the right to adjust rates in agreement with the contractor, before awarding the contract.

## 11. SCHEDULED MAINTENANCE SERVICES RATES

- 11.1 The **UNIT PRICE** tendered for in the bill of quantities shall **INCLUDE** the below mentioned in 11.2, 11.3 and 11.4.
- 11.2 All consumable material such as oil, grease, hacksaw blades, welding rod and material for all other forms of welding, insulation tapes, cleaning materials and chemicals etc, as well as servicing parts together with mark-up necessary for proper scheduled maintenance services must be inclusive in the unit price. **No claims for the consumables shall be accepted.**
- 11.3 **Labour rates** shall be deemed to include statutory minimum labour rates for artisans and assistants, as well as overheads such as contribution to bonus, holiday, pension and medical funds, etc.
- 11.4 **Transport rates.**





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## 12. FIXED RATES CONTRACT AND SUB-CONTRACTING

- 12.1 This term contract is a fixed rate contract and no adjustments shall be made for any increases or decreases of rates for the duration of twenty four (24) months period.
- 12.2 Should the contractor wish to make use of sub-contractors, he shall apply to the designated official of National Department of Public Works Regional Office Bloemfontein for a written approval before making use of their services.
- 12.3 The National Department of Public Works, Bloemfontein Regional Office shall not accept the invoice from the sub-contractor.

## 13. JOB CARDS

- 13.1 The contractor must obtain National Department of Public Works Job Card from the designated official of the National Department of Public Works Regional Office Bloemfontein at the commencement of this contract.
- 13.2 The Job Card must be completed legibly in ink after completion of each service. The contractor must submit completed job card with valid tender number, together with the invoice, whenever work is done. **It should be noted that no work will be paid without a completed job card and tax invoice.**
- 13.3 The unit rates for items on the Job Card must be cross referenced to the applicable rates for similar items in the tender document by means of the page and item numbers e.g. (bill of quantities page 1, item 1.1).

## 14. OFFICIAL ORDER FORM

- 14.1 An official order number for this contract will be issued to the contractor at the commencement of this contract.

## 15. PAYMENT

- 15.1 Invoices for services rendered, must be accompanied by the following:
  - a. Completed Job Card.
  - b. Proof of attendance register (signed by the relevant official of Client Department and the contractor).
  - c. Schedule report whenever scheduled maintenance services are applicable.

***Note: It should be noted that no work will be paid if the above mentioned documents stated in clause 15.1a to 15.1c are not attached to the invoice.***

## 16. RUBBLE AND WASTE

- 16.1 All rubble and waste arising from the work must be removed. The site and buildings must be left clean and tidy.



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## **17. ACCESS CARDS TO SECURITY AREAS**

- 17.1 Should the work fall within a security area, the contractor may obtain access for his employees who work within such an area from S.A. National Defence Force, S.A. Police Services, Department of Correctional Services and any other Department.
- 17.2 The contractor must comply with any regulations or instructions issued from time to time, concerning the safety of persons and property, by the S.A. National Defence Force, S.A. Police Services, Department of Correctional Services and any other Department.

## **18. SECURITY CHECK ON PERSONNEL**

- 18.1 The Department or the Chief of the S.A. National Defence Force, or the Commissioner of the SA Police Services, or any other Department, may require the contractor to have his personnel or a certain number of them, security classified.
- 18.2 In the event of either the Department, the Chief of S.A. National Defence Force or the Commissioner of the S.A. Police Services, or any other Department requesting the removal of a person or persons from the site for security reasons, the contractor shall do so forthwith and the contractor shall thereafter ensure that such person or persons are denied access to the site and/or to any documents or information relating to the work.

## **19. CONTRACTOR AND CLIENT DEPARTMENT SHALL NOT NEGOTIATE; DISPUTES**

- 19.1 The contractor and the Client Department, on whose behalf the work is being done, are not permitted to enter into negotiations with regard to any matter whatsoever relating to the rates and conditions of the contract.

## **20. GUARANTEE AND MANUALS**

- 20.1 The contractor must give **three (03) months written guarantee** on workmanship. The guarantee will commence immediately from the date of certification of work done.
- 20.2 The contractor must give **one (01) year written guarantee** on all new components and also obtain the relevant Operational & Maintenance manuals from the supplier. Should the contractor install any equipment which offers a manufacturers guarantee in excess of the 12 months referred to above, shall be responsible for liaising with the manufacturer/supplier for the repair/replacement thereof (in the event of faulty equipment) at no extra cost to the National Department of Public Works.

## **21. WORK PROGRAM FOR SCHEDULED MAINTENANCE SERVICES**

- 21.1 The first site visit will come in a form of a request/logged complaint from the client, an inspection should be conducted by the contractor who has been awarded the term contract and the report must be submitted as mentioned in item 25.2 below.
- 21.2 The contractor shall within 60 days from commencement date, submit to the designated official of the National Department of Public Works a detailed work program for the execution of Scheduled Maintenance Services as stated in the Mechanical Maintenance Specifications, listing each equipment name/model and capacity, its location and recommended dates of future maintenance services.



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## 22. REPORTS & CHECK LISTS

- 22.1 The check list for the maintenance to the installations is contained in the Mechanical Maintenance Specification (MMS). On each visit to an installation the contractor must attend to all the items listed in the check list.

## 23. SECURITY CLEARANCE

- 23.1 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 National Department of Public Works without the necessary security clearance.
- 23.2 Bidders will thus be subjected to, and must pass a Security Clearance check undertaken by the National Department of Public Works prior to the award of bids.
- 23.3 The National Department of Public Works reserves the right to terminate a quote should the bidder fail to pass the Security Clearance check.

## 24. COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT (COIDA)

- 24.1 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.

## 25. COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT NUMBER 85 OF 1993

- 25.1 The contractor must ensure compliance with health and safety act no. 85 of 1993.
- 25.2 It is expected that the contractor submit the Health and Safety file before the commencement of the work, within 21 working days after the award. The file will be verified and approved by the National Department of Public Works Health and Safety officer.
- 25.3 The contractor will then submit the invoice for the file once it is approved. The contractor will be paid the tendered amount as stated in item 12 of bill of quantities.
- 25.4 It should be noted that no work will be paid without the hereof mentioned documents. It should be noted that the tender amount in item 12 of bill of quantity will be a once off payment.
- 25.5 It should be noted that the tendered amount in item 1.2 of bill of quantities **will not be paid as once off**. It will be paid whenever the contractor claim for any activity done under Health and Safety. The amount will be paid per claim as per the tender amount in item 1.2 of bill of quantities.
- 25.6 The contractor must submit his/her invoice together with a completed job card with valid tender number, complaint number written on it, Proof of attendance register (signed by both candidates who attended the training, the contractor and the trainer) whenever Health and Safety induction



public works

Department  
Public Works  
REPUBLIC OF SOUTH AFRICA

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and/or training is conducted. It should be noted that no work will be paid without the hereof mentioned documents.

- 25.7 The contractor must submit his/her invoice together with a completed job card with valid tender number, complaint number written on it, material invoices of suppliers whenever Health and Safety material/equipment is been bought. It should be noted that no work will be paid without the hereof mentioned documents.

**END OF SPECIAL CONDITIONS OF CONTRACT**

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	TOTAL
<b>STANDBY POWER SYSTEMS:</b>					
<b>NOTES TO THE BIDDER</b>					
A. Operating and maintenance manuals					
B. The contractor shall be responsible for the compiling of a complete set of Operating and Maintenance manuals for each type of generator set.					
C. Complete system description of each standby power source.					
D. Service records					
E. Commissioning data					
F. The rates for items 1 - 14 below must include all labour and transport costs					
1	<b>Maintenance instructions</b>				
1,1	Recommended service intervals with service description	no	estimated quantities 82		
1,2	Projected service life of diesel engine to next overhaul	no	estimated quantities 16		
1,3	Projected service life of diesel engine starter batteries	no	estimated quantities 16		
1,4	Trouble shooting diagrams	no	estimated quantities 82		
1,5	Schedule of consumable spares	no	estimated quantities 82		
	<b>Sub Total Item 1</b>				
2	<b>Test and inspections</b>				
It is the responsibility of the contractor to provide all labour, accessories and property calibrated and certified measuring instruments necessary to record the following parameters.:					
Output phase voltages					
Output current per phase					
Insulation testing at 500V					
System earthing resistance testing					
Load testing, utilising dummy loads					
2,1	5kVA -30kVA 1-phase generator set	no	estimated quantities 6		
2,2	5kVA-30kVA - 3-phase generator set	no	estimated quantities 3		
	<b>Sub Total items 2.1-2.2</b>				
<b>PAGE SUB TOTAL-1</b>					
Quantities listed in this tender document are only estimates and cannot be seen as contractual commitments. Actual quantities will only be referral determined based on actual complaints/lodged calls (ID #)					

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	TOTAL
2,3	31kVA-50kVA - 3-phase generator set	no	estimated quantities 5		
2,4	51kVA-75kVA - 3-phase generator set	no	estimated quantities 4		
2,5	76kVA-125kVA - 3-phase generator set	no	estimated quantities 8		
2,6	126kVA-150kVA - 3-phase generator set	no	estimated quantities 12		
2,7	151kVA-200kVA - 3-phase generator set	no	estimated quantities 6		
2,8	201kVA-250kVA - 3-phase generator set	no	estimated quantities 8		
2,9	251kVA-300kVA - 3-phase generator set	no	estimated quantities 8		
2,10	301kVA-500kVA - 3-phase generator set	no	estimated quantities 5		
2,11	501kVA-1000kVA - 3-phase generator set	no	estimated quantities 5		
2,12	1001kVA-1500kVA - 3-phase generator set	no	estimated quantities 3		
<b>Sub Total items 2:</b>					
3	<u>Logging and recording purposes.</u>				
3,1	Implement the logbook system complete as per generator set	no	estimated quantities 16		
<b>Sub Total Item 3</b>					
4	<u>Maintenance tools and spares</u>				
4,1	Complete tools and spares as required per specification for each generator and generator room.	no	estimated quantities 16		
<b>Sub Total Item 4</b>					
5	<u>Re-commissioning of installation (reconditioned engines)</u>				
5,1	On practical completion of the repair work, battery replacement and services the installations shall be put into operation	no	estimated quantities 16		
<b>Sub Total item 5:</b>					
<b>PAGE SUB TOTAL-2</b>					
Quantities listed in this tender document are only estimates and cannot be seen as contractual commitments. Actual quantities will only be referral determined based on actual complaints/lodged calls (ID #)					

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	TOTAL
6	<p><b><u>Repair work : Generators</u></b></p> <p><u>This section contains the specifications for the initial repair procedures that will be completed as part of the contract. The contractor should note that the tendered rate for each procedure shall include both the supply and delivery, installation, testing and commissioning of equipment and material, and the labour costs associated with the completion of the procedure.</u></p> <p><u>Service diesel and steam clean engine, alternator as well as day tank.</u></p> <p><u>Inspect all rubber houses and wiring: replace if required.</u></p> <p><u>Service existing battery</u></p> <p><u>Do cold starting volt drop test on prime mover starter battery; replace starter battery</u></p> <p><u>Clean sliprings and inspect bushgear</u> <u>Open alternator terminal box, clean and tighten terminations. Check and record earthing value.</u></p> <p><u>Service alarm panel and clean internally and externally. Simulate and verify all alarm and shutdown conditions.</u></p> <p><u>Replace all inoperative lamps, sirens and meters</u></p> <p><u>Repair lagging on exhaust system and reseal room exit port.</u></p>				
6,1	5kVA-30kVA - 1-phase generator set	no	estimated quantities 6		
6,2	5kVA-30kVA - 3-phase generator set	no	estimated quantities 3		
6,3	31kVA-50kVA - 3-phase generator set	no	estimated quantities 5		
6,4	51kVA-75kVA - 3-phase generator set	no	estimated quantities 4		
6,5	76kVA-125kVA - 3-phase generator set	no	estimated quantities 8		
6,6	126kVA-150kVA - 3-phase generator set	no	estimated quantities 12		
6,7	151kVA-200kVA - 3-phase generator set	no	estimated quantities 6		
6,8	201kVA-250kVA - 3-phase generator set	no	estimated quantities 8		
<b>Sub Total items 6.1-6.8</b>					
<b>PAGE SUB TOTAL-3</b>					
Quantities listed in this tender document are only estimates and cannot be seen as contractual commitments. Actual quantities will only be referral determined based on actual complaints/lodged calls (ID #)					

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	TOTAL
6,9	251kVA-300kVA - 3-phase generator set	no	estimated quantities 8		
6,10	301kVA-500kVA - 3-phase generator set	no	estimated quantities 5		
6,11	501kVA-1000kVA - 3-phase generator set	no	estimated quantities 5		
6,12	1001kVA-1500kVA - 3-phase generator set	no	estimated quantities 3		
<b>Sub Total Item 6.9-6.12</b>					
7	<b><u>Repair work - Generators</u></b>				
7,1	Repair plant room	no	estimated quantities 3		
7,2	Service genset and diesel engine (refere to scope of work from 2.14.1 -2.14.8)	no	estimated quantities 8		
7,3	Replace starter battery	no	estimated quantities 3		
7,4	Dummy load test	no	estimated quantities 6		
7,6	Change over switchgear service	no	estimated quantities 3		
7,7	Fit new padlocks on plant room	no	estimated quantities 6		
7,8	Supply of tools and spares	no	estimated quantities 6		
<b>Sub Total Item 7.1 -7.8:</b>					
8	<b><u>MAINTENANCE OF GENERATOR ROOMS:</u></b>				
8,1	Clean plant room, clean and re-lamp luminaires. Seal all sleeves with chicken wire and builders foam. Put rodent poison inside cable trenches (2 x 500g per generator room)	no	estimated quantities 10		
8,2	Paint floor with epoxy paint (10 substation x 20mm <sup>2</sup> )	m <sup>2</sup>	estimated quantities 200		
<b>Sub Total Items 8:</b>					
9	<b><u>MAINTENANCE:</u></b>				
	<b><u>Maintenance of standby power systems</u></b>				
	<b><u>Maintenance of completed standby power systems</u></b>				
	<b><u>Maintenance of standby power systems prior to practical completion</u></b>				
	<b><u>Remuneration for all value-related as well as all time-related preliminary and general charges shall be deemed included in the monthly maintenance payments for the various installations.</u></b>				
<b>PAGE SUB TOTAL-4</b>					
Quantities listed in this tender document are only estimates and cannot be seen as contractual commitments. Actual quantities will only be referral determined based on actual complaints/lodged calls (ID #)					



ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	TOTAL
10	Health and Safety Plan (refere to the attached OHS specification)	Item	1		
	<del>Sub Total Item 10:</del>				
11	<b>NON SCHEDULE ITEMS:</b>				
11.1	Material cost per invoice: <u>Invoices of suppliers must be attached to the payment claims.</u>  Percentage add to nett cost of material: (VAT excluded).	%			
11.2	<b>LABOUR RATES (Normal hours):</b>				
11.2.1	Artisan (rate per hour)	1hr			RATE ONLY
11.2.2	Skilled labourer (rate per hour)	1hr			RATE ONLY
11.3	<b>LABOUR RATES (After hours):</b>				
11.3.1	Artisan (rate per hour)	1hr			RATE ONLY
11.3.2	Skilled labourer (rate per hour)	1hr			RATE ONLY
11.4	<b>Travelling rates/km:</b>				
11.4.1	LMV	km			RATE ONLY
11.4.2	Trucks 3000kg and bigger	km			RATE ONLY
	Sub Total Item 11:				
12	<b>BELOW ARE THE SITES THAT ARE COVERED BY TERM CONTRACTS</b>				
12.1	<u>It covers towns and areas in Thabo Mofutsanyane Municipality</u>				
13	<u>The tender price must include all expenses including travelling time and fuel cost, inspection time, etc.</u>				
Quantities listed in this tender document are only estimates and cannot be seen as contractual commitments. Actual quantities will only be referral determined based on actual complaints/loaged calls (ID #)					
PAGE SUB TOTAL-5					

Emergency generator units.

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	TOTAL
	<b>SUMMARY PAGE:</b>				
	PAGE SUB TOTAL-1				
	PAGE SUB TOTAL-2				
	PAGE SUB TOTAL-3				
	PAGE SUB TOTAL-4				
	PAGE SUB TOTAL-5				
	Sub Totals Plus: 15% VAT <b>TOTAL</b> (To be carried to Form of Offer and Acceptance)				

NAME OF FIRM :

\_\_\_\_\_

TENDERER'S SIGNATURE:

\_\_\_\_\_

NAME (IN BLOCK LETTERS):

\_\_\_\_\_

ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATE:

\_\_\_\_\_

TEL NO:

\_\_\_\_\_

FAX NO:

\_\_\_\_\_



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

Project title:	<i>Thabo Mofutsanyane District: 24 Months Preventative Maintenance, Servicing and Repair of Standby Generator</i>		
Tender no:	<i>BL22/022</i>	Reference no:	<i>19/2/4/2/4/12</i>

### C3. Scope of Works

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#### C3.1 STANDARD SPECIFICATIONS

#### C3.2 PROJECT SPECIFICATIONS

##### A: GENERAL

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

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

##### B: AMENDMENTS TO THE STANDARD SPECIFICATIONS

Insert amendments to standard specifications

#### C3.3 PARTICULAR SPECIFICATIONS

List particular specifications



**Tender no: BL22/022**

**C3.1 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)



Tender no: **BL22/022**

## **C3.2 PROJECT SPECIFICATIONS:**

### **Status**

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

Part 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.

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.

## **A GENERAL**

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

**NB: Thabo Mofokanyane DISTRICT MUNICIPALITY INCLUDES THE FOLLOWING TOWNS AND AREA:**

#### **1. Maluti-A Phofung:**

Harrismith  
Phuthaditjhaba  
Kestel

#### **2. Dihlabeng:**

Bethlehem  
Clarens  
Paul Roux  
Resendal  
Fouriesburg

#### **3. Setsoto:**

Ficksburg  
Senekal  
Clocolan  
Marquard

#### **4. Nketoana**

Lindley  
Tweeling  
Reitz  
Arlington  
Petrus Steyn

#### **5. Phumelela**

Memel  
Vrede  
warden  
Verkykerkop

## **GENERAL SCOPE OF CONTRACT-MATENANCE DETAILS:**

### **1. GENERAL INFORMATION:**

This detail document makes provision for the detail inspection of a number of emergency generator sets and or an un-interrupted power supply (UPS) unit.

The aim of the first inspection of the emergency generator sets and UPS units will be to compile all the available data of the emergency generator unit (Supplier of the generator and engine, etc., as listed elsewhere in the document) and UPS units.

The area referred to are existing installations in a radius of 100km in and around main city centres in the Free State.

The contract period will be twenty four (24) months and may be extended for a period of another twelve (12) months.

### **2. GENERAL SCOPE OF WORK:**

This document makes provision for:

#### **EMERGENCY GENERATOR SETS**

**2.1** Compiling all the data obtained from each of the emergency generator sets (alternator and diesel engine) which were defined by the representative of the Department of Public Works.

**2.2** Each of the generator sets (small, medium and large sets) must be inspected and serviced every six (6) month for the duration of the twenty four (24) months contract period.

**2.3** The check list of each of the emergency generator sets must be completed and it must be countersigned by the representative of the user department after the completion of the six (6) monthly site visits.

**2.4** Check each of the batteries during the six (6) monthly visits and if required replace faulty batteries with the new batteries.

**2.5** The required test runs (with dummy loads – 6 months and or full load installation every six (6) months must be done as specified.

**2.6** The emergency generator contractor must inform the Department of Public Works representative when a mechanical contractor is required to do maintenance on the diesel engine driving the alternator unit. The emergency generator contractor must call for quotations from specialist mechanical contractors capable to repair the diesel engine. The quotations must be handed to the representative of the Department of Public Works, for his attention and action.

The emergency generator contractor will not be allowed to do any repair work on the diesel engines of the emergency generators.

**2.7** Cleaning of the emergency generator room

**2.8** Checking all oil and water levels.

**2.9** Remove condensate water in fuel lines.

**2.10** Check operation of change-over control panels and check the conditioning of the equipment.

**2.11** Test and servicing the battery chargers with each emergency generator set.

**2.12** Prepare a list of reparations required on the building as specified.



**2.13** All of the inspection reports must be forwarded to the representative of the Department of Public Works after completion of the specified work.

**2.14** Service genset entails:

**2.14.1** Fuel system: servicing and repair fuel pump, injector pipe, injection pump and replace fuel filters

**2.14.2** Lubrication services: Replace oil filter and check oil level, water oil pump, and diesel level.

**2.14.3** Safety harness: supply and install safety harness for the gen-set (e.g low water level, low fuel level, over-heating indicator, service indicator, low/battery failure indicator)

**2.14.4** Electrical system: service and repair control panel relays, switches, contactors, start and stop button, terminals, alternator, automatic voltage regulator (ARV) and starter motor (ensure that gen-set has manual self start mode/test mode+automatic mode)

**2.14.5** Mechanical system: service and repair all mechanical faults on engine and seal leakages

**2.14.6** Cooling system: service and repair open and sealed systems, radiator, overheating, water pump, pressure cap, and replace paper element air cleaner

**2.14.7** Instrument: service and repair oil pressure gauge, amp meter, battery charger and fuel gauge and clean the gen-set engine plus room

**2.14.8** Replace generator battery and ensure that the generator is in good working condition after completion of work.

### **3. GENERAL:**

**3.1** The emergency generator specialist contractor MUST PROVIDE proof of experience to maintaining the latest electronic control devices built into some of the control panels of the emergency generators as well the conventional change-over panels consist of mechanical/electrical connected contactors, etc.

**3.2** The successful emergency generator specialist contractor must note that his reaction time per emergency generator unit is limited, depending on the type of installation which the emergency generator unit serves.

Note that there are emergency generator installations of which response time is very critical. If the emergency generator specialist contractor is not in the position to react on an instruction within the response time frame then may it happen that penalties can be applied.

### **3.3 Diesel**

The emergency generator specialist contractor must take note that the supply, delivery and fill-up of the diesel tank is the responsibility of the user department.

## **4. SITE VISITS**

The emergency generator specialist contractor and his work team must with every site visit get approval from the representative of the user department before entering the emergency generator room to execute the specified maintenance work.

### **NOTE:**

The representative of the user department must counter sign the documentation which must be handed in at the Department of Public Works office for record and payment purposes.

Not complying to the above may have the effect that the emergency generator contractor's payments cannot be processed for payment.

#### 5. EXECUTION OF REPAIRS

Generally upon the instruction or request to render any work, the contractor must determine the urgency of the requirements before responding to the call. For this purpose the call outs will be classed as follows:

##### 5.1 An Emergency:

Such as loss of power to a portion of an institution or a total power failure, not attributable to a supply authority power failure. Such an emergency must be attended to within minimum delay and in any event within 2 hours of receipt of the call.

##### 5.2 All other repair-replacement:

Shall be attended to on the same day of the call, provided the call is received before 12:00. Otherwise the call must be attended to the following day.

If the contractor fails to respond within the time limits as stated in 13(a) and (b) hereof, the Department shall have the right to appoint any other contractor to do the work without further notification to the contractor. The additional costs if any of such work, executed by another contractor, will be for the account of the contractor.

#### 6. REPLACED ITEMS

Rates for items described to be replaced, must allow for fault finding, the removal of the existing defective item or part, setting aside and storing thereof in the space/store-room indicated by the user department, and for supplying and fixing of the new items. The items removed remain the property of this department.

#### 7. THE CONTRACTOR AND USER DEPARTMENT SHALL NOT NEGOTIATE

The contractor and the user department on whose behalf the work is being done are not permitted to enter into negotiations with regard to any matter whatsoever relating to the rates and conditions of the contract.

In the event of any dispute arising out of any matter in connection with the contract, such matters shall be referred by the Department for submission to the State Tender Board, whose decision shall be final. The contractor shall not delay the execution of any work pending such decision.

#### 8. EMERGENCY SERVICES

Emergency Services after hours may be executed without receipt of an official Complaint number solely on the request of an official of a "user" department. The contractor must however, ensure that the official of the "user" department signs the Job Card. The contractor must also ensure that he obtains the official complaint number from the Department on the following working day. No payment will be made without a complaint number.

#### 9. ACCESS CARDS TO SECURITY AREAS

Should the work fall within a security area, the contractor shall obtain from S.A. National Defence Force or S.A. Police Service, access cards for his personnel and employees who work within such an area. The contractor must comply with any regulations or instructions issued from time to time, concerning the safety of persons and property, the S.A. National Defence Force or S.A. Police Service.

#### 10. SECURITY CHECK ON PERSONNEL





The Department of the Chief of the SA National Defence Force, or the Commissioner of the SA Police Service, or any other Department, may require the contractor to have his personnel or a certain number of them security classified.

In the event of the Department, the Chief of SA National Defence Force or the Commissioner of the SA Police Service, or any other Department requesting the removal of a person or persons from the site for security reasons, the contractor shall do so forthwith and the contractor shall thereafter ensure that such person or persons are denied access to the site and/or to any documents or information relating to the work.

## **11. TRANSPORT AND LABOUR COSTS**

**11.1** Transport costs shall include travelling time for artisans, assistants and driver, as well as overheads and profit.

**11.2** Labour rates referred to shall be deemed to include for statutory minimum labour rates, contribution to bonus, holiday, pension and medial funds, etc., as well as any profit.

**11.3** N.B.:

**TRANSPORT COSTS, INCLUDING TRAVELLING TIME, MUST BE ALLOWED IN THE RATES FOR EACH AND EVERY ITEM IN PRICE SCHEDULE, AND IN THE RATES FOR NON-SCHEDULE LABOUR ITEMS. UNDER NO CIRCUMSTANCES WILL TRANSPORT OR TRAVELLING COSTS BE PAID WHERE THIS IS CLAIMED AS A SEPARATE ITEM ON ANY INVOICE RENDERED.**

**11.4** The specialist contractor must allow in his tender for all required travelling time, travelling cost, inclusive fuel cost and inspection time for the first site inspection which cover the different sites refer to in this document. The representative of the Department of Public Works will physically show the different sites, equipment, etc. to the specialist contractor.

## **12. FIXED PRICE CONTRACT**

This contract is a fixed price contract and no price adjustments shall be made for any increases or decreases of price except for VAT rate adjustments. Should the contract however be extended for a further period of twelve (12) months, as in paragraph 8 hereof, adjustments to the scheduled rates will be considered and is negotiable.

## **13. JOB CARDS**

The Contractor must provide, as his own cost, a supply of Job Cards in accordance with the example including herein. The Job Card must be completely legibly in ink after completion of each service. In addition to the original completed Job Card submitted with the account, the contractor must submit a copy of the Job Card to the User Department for audit purposes.

## **14. ACCOUNTS**

Accounts for services rendered, must be accompanied by a Job Card.

The unit rates for items on the Job Card must be cross referenced to be applicable rates for similar items in the Tender document by means of the page and items numbers e.g. 16/15a (page 16, Item 15a).

### **NOTE:**

Any errors in the compilation of the Job Cards or accounts discovered at a later stage, shall be rectified and the overpayment recovered by the Department all in accordance with the regulations of clauses 53 (3) of "State Tender Board Conditions and Procedures" form (ST36)

## **15. PRICING OF NON-SCHEDULED MATERIALS**



The percentage mark-up on prices by the contractor for non-schedule material shall be as quoted in the Bills of Quantities.

Unit prices for items of work executed but not specified in this contract must be verified by means of invoices of suppliers. The amount of such invoiced, after deduction of any discount, will be taken into account for payments to the contractor. If such invoices are not submitted, accounts will not be paid.

Should the prices of the Contractor's supplier be abnormally high, then the department reserves the right to obtain a written quotation for similar items from an independent supplier and the rates of such quotation shall then be applicable.

#### 16. PAYMENT

Accounts can be submitted weekly or monthly. Payment of accounts complying with all the requirements of paragraph 22 will be made within 21 days after certification thereof.

#### 17. STATISTIC:

The emergency generator specialist contractor must compile all information of the emergency generator set installed on a particular site. The information of the generator set must be compiled and confirmed (filled-in) on a checklist prepared for the generator set.

A checklist based on the list elsewhere in the document must be prepared by the emergency generator specialist contractor

All the information of the particular generator set must be filled in on the checklist. The information compiled must be forwarded to the representative of the Department of Public Works.

All reference/serial numbers technical detail provided on the alternator and diesel engine must be filled in the space allowed on the checklist.

#### 18. EMERGENCY GENERATOR INSPECTION PROGRAM.

The positions of all the emergency generators which form part of this contract will be pointed out to the emergency generator contractor by the Regional office representative, within 21 days of the letter of acceptance of his tender. This tender will entail extensive travelling and the contractor shall bear costs for his own transport and accommodation during this period. The emergency generator contractor shall within 30 days of being shown the complexes submit to the Regional representative a detailed program for the execution of a three (3) monthly maintenance to all generators for the whole of the contract period, listing each generator and its location and fixed dates of maintenance. The emergency generator contractor will be required to keep to the program at all times.

The emergency contractor must allow in his tender for travelling time and fuel expenses to inspect and the identification of the different sites and the emergency generators indicated by the representative of the Department of Public Works.

#### 19. FIRST SITE VISIT:

The first site visit ..... must the successful emergency generator specialist contractor complete the prepared CHECKLIST. The information compiled for after the site visit forward to the representative of the Department of Public Works.

The required information (correct information) must be verified with each six (6) site visit. Non compliances of the above request may be penalised when a claim for work done is presented.

#### 20. SIX MONTHLY SITE VISIT:

After the first site visit must the site of the emergency generator be visited on a six (6) monthly base until the maintenance contract expires.





Each time after the site six (6) monthly inspection or maintenance) visit, must the authorised representative of the user department counter sign all the copies of the particular checklist.

- 20.1 Enough copies of the checklist must be kept in a file on site in a safe visible place.
- 20.2 Each of the checklists must be complete in triplicate.

**Distribution of the checklist:**

- 20.3 The original copy of the checklist must be attached to the claim for payment.
- 20.4 The first copy must be handed to the representative of the user department for his record.
- 20.5 The second copy of the checklist must be left in the file.

**21. ROUTINE / EMERGENCY SITE VISITS**

**Six (6) Monthly site visit:**

Every time when the site is visit must all the procedures specified below be followed

**21.1 Building**

**21.1.1 Dusting off the equipment**

**21.1.2 Sweep the entire emergency generator room, dust and clean doors, window panes and frames.**

**21.1.3 Clean and oil doors, hinges and door locks.**

**21.1.4 Dust and clean walls, ceilings and cable ducts**

**21.1.5 Check if louvers and vermin proofing are in place or damaged.**

**21.1.6 Check building for water damp or condensation.**

**21.2 Engine**

**21.2.1 Check if jacket heater is working**

**21.2.2 Check all liquid levels (coolant, oil and fuel)**

**21.2.3 Check for any radiator leaks**

**21.2.4 Check condition of radiator and fuel hoses for leaks**

**21.2.5 Check V-belts conditions**

**21.2.6 Check water separator and drain**

**21.2.7 Check air filter indicator for condition**

**21.2.8 Check condition of the engine mounting**

**21.2.9 Check exhaust system for leaks and secure fixing bolts**

**21.2.10 Check electronic governor**

**21.3 Control panel and emergency generator**

**21.3.1 Check condition of all control wiring**

**21.3.2 Check condition of main wiring/cables**

21.3.3 Check the operation of all indicator lights

21.3.4 Check if EMERGENCY STOP button is functional

21.4 Batteries and chargers

21.4.1 Check if battery charger is on and its is set on 'trickle charge'

21.4.2 Clean batteries and container/stand and terminals with luke water and dry out.

21.4.3 Neutralise corrosion with Bicarbonate of soda solution

21.4.4 Top up all cells with distilled water

21.4.5 Clean all battery terminals and cover with VASELINE

21.4.6 Check cells for loose connections and terminals, tighten where necessary

21.4.7 Check if Amp/Voltmeter and Test Button on charger is operational

21.4.8 Check indicating lights on charger and replace if necessary.

21.4.9 The following information on each of the batteries is to be recorded:

BATTERY NUMBER 1

SERIAL NO:

CELL NO S.G

1

2

3

4

5

6

BATTERY NUMBER 2

SERIAL NO:

CELL NO S.G.

1

2

3

4

5

6

21.4.10 Check if all circuit breakers are in the 'ON' position

21.4.11 Check the functioning of all indicator lamps, panel meters, gauges, etc.

21.4.12 Check for over or under frequency

21.4.13 Check for over and under voltage

21.4.14 Check phase rotation, etc.

## 22. MECHANICAL FAULTS

If any mechanical fault(s) on the engine may are detected, must the emergency generator contractor inform the representative of the department telephonically as well as in writing. The emergency generator contractor will not do repair mechanical work on the engine.

22.1 Oil, coolant and fuel spillage must be cleaned.

22.2 Check status of V-belts, hoses, etc.

22.3 Checking the following levels of the fuel, oil, coolant level, battery electrode level/sight indicator, etc.

## **23. MECHANICAL CHECK LIST**

The following items must be attended to:

### **23.1 General:**

**23.1.1 Check crankcase oil level**

**23.1.2 Injector cam box oil**

**23.1.3 Diesel tank**

### **23.2 Check function, adjust, tighten and/or lubricate where necessary:**

**23.2.1 Fuel pump timing**

**23.2.2 Pump drive**

**23.2.3 Oil feed pump**

**23.2.4 Excess fuel device**

**23.2.5 Governor**

**23.2.6 Turbo charger**

**23.2.7 Heat exchanger**

**23.2.8 Fan bearings**

**23.2.9 Dynamo bearings**

**23.2.10 Stop solenoids**

**23.2.11 Hand/electrical day tank pump**

**23.2.12 Lubricate oil filter element.**

### **23.3 Check for leaks and tighten where necessary:**

**23.3.1 Drain plug**

**23.3.2 Oil lines and seals**

**23.3.3 Fuel lines and seals**

**23.3.4 All packing's**

### **23.4 Check, top up and clean:**

**23.4.1 Air cleaner filter**

**23.4.2 Clean fans and oil cooler**

**23.4.3 Clean engine**

**23.4.4 Clean drip tray where fitted**

**23.4.5 Clean day tank and gauge glass**

**23.4.6 Check alarms functioning**

- **Low fuel warning**

- **Start failure**



**23.4.7 Check alarm and engine shut down function on:**

- High temperature
- Low oil pressure
- Over speed

**24. RECORD READINGS**

The following readings must be recorded in the logbook with every site visit:

Hour meter reading before test run: \_\_\_\_\_

(entering the building)

Maximum demand meter: \_\_\_\_\_

A (Red)

\_\_\_\_\_ A (White)

\_\_\_\_\_ A (Blue)

Hour meter reading after test run: \_\_\_\_\_

(Half an hour test run)

Maximum demand meter: \_\_\_\_\_

A (Red)

(Before stopping the engine)

\_\_\_\_\_ A (White)

\_\_\_\_\_ A (Blue)

**25. REPORT ON STATUS OF BUILDING**

The building in which the emergency generator set is installed must be inspected with every six (6) monthly visit.

With every six (6) monthly site visit must the emergency generator contractor inspect the items and prepare a site report mentioning the status of the building.

With the handing-in of the monthly generator set report must a written report be added stating the status of the building items listed below.

List of items to be inspected:

**25.1 Doors, hinges and door locks**

**25.2 Windows including glass, window-sills, guards, etc.**

**25.3 Yard fencing and gates (where applicable)**

**25.4 Walls – any cracks**

**25.5 Roofs - any leaks**

**25.6 Wall mounted fire extinguisher**

**26. SUNDRIES**

The following must be attended to after inspections:

**26.1 Cable duct covers must cover all of the cable ducts in the emergency generator room.**



26.2 Ensure that all required warning signs on the outside of the building are to be in position. The signs on the outside must be fixed onto the doors of the emergency generator room. The lettering must be readable and visible and in a good state.

26.3 The required Warning and First Aid signs must be fixed onto a wall inside the emergency generator room.

## 27. TEST RUNS

With each of the three (3) monthly site visit or when a fault is logged at the Department of Public Works must the emergency generator contractor allow to Test run the unit for a period of at least a half an hour.

During the test run must the proper functioning of all parts, including the electrical gear, protective cut outs, fault indicators, change-over equipment and battery charger be checked, as well as the load on each phase.

## 28. TEST RUN REPORT

The following information must be compiled in table format and hand in at the Department of Public Works for record purposes:

Output voltage

Output ampere

Cycles

Phase ampere 'Red' .....Amp 'White' .....Amp 'Blue' .....Amp

Engine coolant temperature

Engine oil pressure

Engine speed

Hour meter reading Previous month's reading =

Present month's reading (after test run) =

Total hours operational during past month =

## 29. FULL LOAD TEST RUNS

Once every three (3) months must the emergency generator contractor test the emergency generator on full load.

Special arrangements must be taken to notify the user department's representative in writing of the full load test during the site visit.

The notice must warn the representative of the user department that the main power supply will be interrupted on a certain date and a certain time.

## 30. REQUIRED INFORMATION

The following information of each of the emergency generator set(s) in the building or complex must be compiled and put on record. The information when completed must be handed in writing to the representative of the Department of Public Works.

Unit no Location

(Name of complex or building) Physical address

Engine manufacturer





No of cylinders

Engine serial number

Alternator serial number      kVA

Single or Three phase

**31. DOOR OR PANEL LOCKS**

The emergency generator contractor must allow for the supply, delivery and installation of the standard available departments door locks and keys, available at locksmiths. All the emergency generator buildings doors as well as panels doors equipped with locking hatches must be locked with the required locks.

**32. GENERAL ITEMS TO COMPLETE TARIFFS**

**32.1** The first 50 kilometres of a trip must be included in the tariffs, there after must the distance be measured from post office to post office.

**32.2** Tariffs must include the material cost.

**32.3** Time base labour prices must include all personnel to execute the service.

**32.4** With non schedule items and large brake downs of instructions must the contractor first submitted quotations to the department that shows the parched/quotation from the supplier and the percentage mark up of the contractor.

**33. DETAIL OF AREA**

**Two (2) year Service schedule for Emergency Generator units in the Free State area.**



Tender no: **BL22/022**

**B: AMENDMENTS TO THE STANDARD SPECIFICATIONS:**



Tender no: *BL22/022*

**C3.3 PARTICULAR SPECIFICATIONS:**



DEPARTMENT OF PUBLIC WORKS

## OCCUPATIONAL HEALTH AND SAFETY

# **HEALTH & SAFETY SPECIFICATIONS**

FOR

**PROJECT A 24-MONTHS TERM ONTRACT FOR:**

FOR

**THE NATIONAL DEPARTMENT OF  
PUBLIC WORKS FREE STATE**

**PROJECT: 24 MONTHS PREVENTATIVE MAINTENANCE OF  
STANDBY GENERATORS**

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## 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, cognisance 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 Labour 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 the repair work to generator units, every repair 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 repair 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.

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, cover the subjects contained in the index and is intended to outline the normal as well as any special requirements of the **Client (NDPW)** 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 **Client** 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 thereunder including the applicable safety standards, and in particular in terms of Section 8 of the Act.

The Occupational Health and Safety Act, 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.

#### **4. DEFINITIONS**

##### **"Purpose of the Act" –**

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; (**National Department Public Works**)

"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 as 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 employee, 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 Organisation 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 (95/1993), 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	Client
2.	5(3)(f)	Contractor	Principal Contractor
3.	5(11)	Contractor	Contractor
4.	6(1)	Company supervisor	Contractor
5.	6(2)	Designated person	Contractor
6.	6(6)	Company Safety Officer	Contractor
7.	7(1)	Person to carry out risk assessment	Contractor
8.	7(4)	Trainer/Instructor	Contractor
9.	11(3)(ii)(b)	Professional engineer or technologist	Contractor
10.	14(2)	Scaffold supervisor	Contractor
11.	15(2)(c)	Compliance plan developer	Contractor
12.	17(8)(a)	Material hoist inspector	Contractor



13.	21(1)(d)(i)	Construction vehicle operator	Contractor
14.	21(1)(j)	Construction vehicle inspector	Contractor
15.	22(d)	Electrical installations inspector	Contractor
16.	22 (e)	Electrical installations controller (designated person)	Contractor
17.	26 (a)	Stacking and storage supervisor	Contractor
18.	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.

## 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. (*Workshop OHS Committees*)
- 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 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 favour of the position agreed upon between the relevant parties.

(ii) The position taken by the Mechanical and Electrical and 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 Mechanical, Electrical and 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 Documentation.

- 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 Labour 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. *(NOT APPRICAL)*
- 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 **Workman Compensation Fund:** - The Principal Contractor shall submit a letter of good standing with its compensation insurer to the client as proof of registration.
- This certified proof of registration to be submitted with the tender document.*
- All contractors and sub-contractors shall proof of registration to the Principal Contractor and shall be demonstrated in the Safety File. No contractor shall commence work on this building site unless proof of the above is received.
- 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 renderer'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 Mechanical, Electrical and 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.

## 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, this amongst all includes for example: (elaborate sufficiently and provide adequate information to give full understanding of all work to be done)

### 8.1.1 REPAIRS TO EMERGENCY GENERATOR UNITS.

### 8.2 MECHANICAL AND ELECTRICAL WORK:

8.2.1 *The workforce of the contractor shall be identified in their clothing.*

8.2.2 *The contractor shall provide proof of their workforce of physically and psychologically fitness to operates in generator rooms and plant. (medical certificate of fitness).*

8.2.3 *Climate weather;- no workforce of the contractor or sub-contractor shall be allowed to work in climate weather. (wet surfaces and strong wind).*

#### 8.2.3.1 Repair work:

- |                                 |                                 |
|---------------------------------|---------------------------------|
| ✓ <i>Checking oil and water</i> | <i>spilling</i>                 |
| ✓ <i>Battery test</i>           | <i>over charging</i>            |
| ✓ <i>Battery water checking</i> | <i>asset / fumes / spilling</i> |
| ✓ <i>Control panels</i>         | <i>electrical shock</i>         |
| ✓ <i>Electrical out-put</i>     | <i>electrical shock</i>         |
| ✓ <i>Checking V-belts</i>       | <i>grads</i>                    |
| ✓ <i>Sign</i>                   | <i>ENTR. HAZARD.</i>            |

#### 8.2.3.2 Building

- |                          |                             |
|--------------------------|-----------------------------|
| ✓ <i>Floors sweeping</i> | <i>dust</i>                 |
| ✓ <i>Floors painting</i> | <i>fumes / fire</i>         |
| ✓ <i>Cleaning inside</i> | <i>dust / height &gt;2m</i> |

### 8.3 ELECTRICAL INSTALLATION:

#### 8.3.1 *Medium and low voltage work;-*

*The contractor shall given proof of his medium and low voltage registration.*

### 8.4 MECHANICAL INSTALLATIONS:

#### 8.4.1 *Emergency Generator plant.*

**All notification of the installation shall be given according to Annexure 1 and 2 of Regulation 2. A copy of the two Annexure shall be given to Department Public Works.**

**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 **Mechanical, Electrical and Construction Regulation**, 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.

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:

- ✓ dies
- ✓ 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 as per **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:

Appointed incident and accident officer.

### **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. above
- 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 Representative 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.

### **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 Electrical Supply.
- Adjacent Land uses/Surrounding property exposures
- Boundary & Access control/Public Liability Exposures (Remember: the Employer is also responsible for the OHS 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.
- Protection against dehydration and heat exhaustion
- Protection from wet & cold conditions
- 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:
  - Parking of Vehicles
  - Towing of Vehicles
- 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
- 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,
7. Ladders
8. Electrical Safeguarding
9. Emergency / Fire Prevention & Protection
10. Tools
11. Personnel & Material Hoists
12. Transport & Materials Handling
13. Site Plant & Machinery
14. Plant & Storage Yards/Site Workshops Specifics
15. Health & Hygiene

**14. OUTLINED DATA, REFERENCES AND INFORMATION ON CERTAIN AND/OR SPECIFIC OBLIGATORY REQUIREMENTS TO ENSURE COMPLIANCE**

#### 14.1 Administrative & Legal Requirements

Regulation	Subject	Requirements
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 & Programme	H&S Spec received from Client and/or its Agent on its behalf OH&S programme developed & Updated regularly
Section 8(2)(d) Construction. Regulation 7	Hazard Identification & Risk Assessment	Hazard Identification carried out/Recorded Risk Assessment and – Plan drawn up/Updated RA Plan available on Site Employees/Sub-Contractors informed/trained
Section 16(2)	Assigned duties (Managers)	Responsibility of complying with the OH&S 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 actioned 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. Actioned by Management.
Section 37(1) & (2)	Agreement with Mandatories/ (Sub-)Contractors	Written agreement with (Sub-)Contractors List of (Sub-) Contractors displayed. <i>Proof of Registration with Compensation Insurer/Letter of Good Standing</i> 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 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 14	Scaffolding	Competent persons appointed in writing to: - erect scaffolding (Scaffold Erector/s) - act as Scaffold Team Leaders

		<p>- inspect Scaffolding weekly and after inclement weather (Scaffold Inspector/s)</p> <p>Written Proof of Competence of above appointees available on Site</p> <p>Copy of SANS 085 available on Site</p> <p>Risk Assessment carried out</p> <p>Inspected weekly/after bad weather. Inspection register/s kept</p>
Construction. Regulation 17	Materials Hoist	<p>Competent person appointed in writing to inspect the Material Hoist</p> <p>Written Proof of Competence of above appointee available on Site.</p> <p>Materials Hoist to be inspected weekly by a competent person.</p> <p>Inspections register kept.</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"> <li>- Electrical Installation &amp; equipment inspected after installation, after alterations and quarterly. Inspection Registers kept</li> </ul> <p>Portable electric tools, electric lights and extension leads must be uniquely identified / numbered.</p> <p>Weekly visual inspection by User/Issuer/Store man. Register kept.</p>
Construction. Regulation 26/ General Safety Regulation 8(1)(a)	Designation of Stacking & Storage Supervisor.	<p>Competent Person/s with specific knowledge and experience designated to supervise all Stacking &amp; 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	<p>Person/s with specific knowledge and experience designated to co-ordinate emergency contingency planning and execution and fire prevention measures</p> <p>Emergency Evacuation Plan developed:</p> <ul style="list-style-type: none"> <li>- Drilled/Practiced</li> <li>- Plan &amp; Records of Drills/Practices available on Site</li> </ul> <p>Fire Risk Assessment carried out</p> <p>All Fire Extinguishing Equipment identified and on <i>register</i>.</p> <p>Inspected weekly. Inspection Register kept</p> <p>Serviced annually.</p>
General Safety Regulation 3	First Aid	<p>Every workplace provided with sufficient number of First Aid boxes. (Required where 5 persons or more are employed)</p> <p>First Aid freely available</p> <p>Equipment as per the list in the OH&amp;S Act.</p> <p>One qualified First Aider appointed for every 50 employees. (Required where more than 10 persons are employed)</p> <p>List of First Aid Officials and Certificates</p> <p>Name of person/s in charge of First Aid box/es displayed.</p> <p>Location of First Aid box/es clearly indicated.</p> <p>Signs instructing employees to report all Injuries/illness including first aid injuries</p>
General Safety Regulation 2	Personal Safety Equipment (PSE)	<p>PSE Risk Assessment carried out</p> <p>Items of PSE prescribed/use enforced</p> <p>Records of Issue kept</p> <p>Undertaking by Employee to use/wear PSE</p> <p>PSE remain property of Employer, not to be removed from premises GSR 2(4)</p>
General Safety Regulation 9	Inspection & Use of Welding/Flame Cutting Equipment	<p>Competent Person/s with specific knowledge and experience designated to Inspect Electric Arc, Gas Welding and Flame Cutting Equipment</p> <p>Written Proof of Competence of above appointee available on Site</p> <p>All new vessels checked for leaks, leaking vessels NOT taken into stock but returned to supplier immediately</p> <p>Equipment identified/numbered and entered into a register</p> <p>Equipment inspected weekly. Inspection Register kept</p> <p>Separate, purpose made storage available for full and empty vessels</p>
Hazardous Chemical Substances (HCS)	Control of Storage & Usage of HCS and	<p>Competent Person/s with specific knowledge and experience designated to Control the Storage &amp; Usage of HCS (including</p>

Regulations Construction Regulation 23	Flammables	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 Regulation 13A	Inspection of Ladders	Competent person appointed in writing to inspect Ladders Ladders inspected at arrival on site and weekly there after. Inspections register kept Application of the types of ladders (wooden, aluminium etc.) regulated by training and inspections and noted in register

#### 14.2 Education & Training

Company	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
Induction & Task Safety Training (Section 13(a))	Follow-up to ensure employees understand/adhere to the policy and rules. 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 indicating e.g.</u> * 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 <b>"No Unauthorised Entry"</b> . 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. <b>"Visitors to report to Office"</b> Notices & Signs posted to warn of overhead work and other hazardous activities. e.g. <b>General Warning Signs</b>
Site Safeguarding Security Measures	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. (See Section 1 for Designation & Register)

#### 14.4 Personal Protective Equipment

Subject	Requirement
PPE needs analysis	Need for PPE identified and prescribed in writing. PPE remain property of Employer, not to be removed from premises GSR 2(4)
Head Protection	All persons on site wearing Safety Helmets including Sub-contractors and Visitors (where prescribed)
Foot Protection	All employees on site wearing Safety Footwear including Gumboots for concrete / 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: * Angle / Bench Grinders * Electric Drills * Oil fill-up * Cutting / Welding Torches * Cutting Tools and Equipment * CO <sup>2</sup> and Arc Welding Equipment * Battery water fill up
Hearing Protection	<u>Hearing Protectors</u> (Muffs, Plugs etc.) used when operating the following: * Start of Generator Unit
Hand Protection	<u>Protective Gloves</u> worn by employees handling / using: * Welding Equipment * Hammers & Chisels
Respiratory Protection	Suitable/efficient prescribed <u>Respirators</u> worn correctly by employees handling / using: * 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.: * 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). Workers instructed in the proper use & maintenance of PPE. Commitment obtained from wearer accepting conditions and to wear the PPE. Record of PPE issued kept on H&S File. PPE remain property of Employer, not to be removed from premises GSR 2(4)

#### 14.5 Housekeeping

Subject	Requirement
Scrap Removal System	All items of Scrap/Unusable Off-cuts/Rubble and redundant material removed from working areas on a regular basis. (Daily) Scrap/Waste removal from heights by chute/hoist/crane. Nothing thrown/swept over sides. Scrap disposed of in designated containers/areas Removal from site/yard on a regular basis.
Stacking & Storage	<u>Stacking:</u> <ul style="list-style-type: none"> <li>* Stable, on firm level surface/base.</li> <li>* Prevent leaning/collapsing</li> <li>* Irregular shapes bonded</li> <li>* Not exceeding 3x the base</li> <li>* Stacks accessible</li> <li>* Removal from top only.</li> </ul> <u>Storage:</u> <ul style="list-style-type: none"> <li>* Adequate storage areas provided.</li> <li>* Functional – e.g. demarcated storage areas/racks/bins etc.</li> <li>* Special areas identified and demarcated e.g. flammable gas, cement etc.</li> <li>* Neat, safe, stable and square.</li> <li>* Store/storage areas clear of superfluous material.</li> <li>* Storage behind sheds etc. neat/under control.</li> <li>* Storage areas free from weeds, litter etc.</li> </ul>
Waste Control/Reclamation	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 complying with Housekeeping requirements.

#### 14.6 Working at Heights (including roof work)

Subject	Requirement
Openings	Unprotected openings adequately guarded/fenced/barricaded/catch nets installed Covers over openings in roof of robust construction/secured against displacement

#### 14.7 Scaffolding / Formwork / Support Work

Subject	Requirement
Access/System Scaffolding	Tied to Structure/prevented from side or cross movement Platform boards in good condition/sufficient/secured. Access ladders / stairs provided. Area/s under scaffolding tidy. Safe/unsafe for use signs Complying with OH&S Act/SANS 085
Free Standing Scaffolding	Foundation firm / stable Sufficient bracing.

	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 Height to base ratio correct Outriggers used /tied to structure where necessary Complying with OH&S Act/SANS 085
Edges & Openings	Edges barricaded to acceptable standards. Manhole openings covered / barricaded. Openings in floor / other openings covered, barricaded/fenced.

#### 14.8 Ladders

Criteria	Requirement
Physical Condition / Use & Storage	Stepladders - hinges/steps/braces/stiles in order. Extension ladders - ropes/rungs/stiles/safety latch/hook in order. Extension / Straight ladders secured or tied at the bottom / top. No joined ladders used Wooden ladders are never painted except with varnish Aluminium ladders NOT to be used with electrical work All ladders stored on hooks / racks and not on ground. Ladders protrude 900 mm above landings / platforms / roof. Fixed ladders higher than 5 m have cages/Fall arrest system

#### 14.9 Electricity (as part of, or additional to the manual "Safety & Switching Procedures for Electrical Installations"- see attached document)

Criteria	Requirement
Electrical Distribution Boards & Earth Leakage	Colour coded / numbered / symbolic sign displayed. Area in front kept clear and unobstructed. Fitted with inside cover plate / openings blanked off / no exposed "live" conductors / terminals/Door kept close Switches / circuit breakers identified. Earth leakage protection unit fitted and operating. Tested with instrument: Test results within 15 – 30 milliamps Aperture/Opening/s provided for the plugging in and removal of extension leads without the need to open the door Apertures and openings used for extension leads to be protected against the elements and especially rain.
Electrical Installations & Wiring	Temporary wiring / extension leads in good condition / no bare or exposed wires. Earthing continuity / polarity correct <b>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'ue</u> wire connects to the '<u>L</u>eft hand connector.</b> Cables protected from mechanical damage and moisture. Correct loading observed e.g. no heating appliance used from lighting circuit etc. Light fittings/lamps protected from mechanical damage/moisture. Cable arrestors in place and used inside plugs
Physical condition of Electrical Appliances & Tools	<b>Electrical Equipment and Tools:</b> (includes all items plugging in to a 16 Amp supply socket) Insulation / casing in good condition. Earth wire connected/intact where not of double insulated design Double insulation mark indicates that no earth wire is to be connected. Cord in good condition/no bare wires/secured to machine & plug. Plug in good condition, connected correctly and correct polarity.

#### 14.10 Emergency and Fire Prevention and Protection

Subject	Requirement
Fire Extinguishing Equipment	<p>Fire Risks Identified and on record</p> <p><u>The correct and adequate Fire Extinguishing Equipment available for:</u></p> <p>Offices</p> <p>General Stores</p> <p>Flammable Store</p> <p>Fuel Storage Tank/s and catchment well</p> <p>Gas Welding / Cutting operations</p> <p>Where flammable substances are being used / applied.</p> <p>Equipment Easily Accessible</p>
Maintenance	Fire equipment checked minimum monthly, serviced yearly
Location & Signs	<p><u>Fire Extinguishing Equipment:</u></p> <p>Clearly visible</p> <p>Unobstructed</p> <p>Signs posted including "No Smoking" / "No Naked Lights" where required. (Flammable store, Gas store, Fuel tanks etc.)</p>
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 <b>IMMEDIATELY</b>.</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 &amp; 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 Tools

Subject	Requirement
Hand Tools	<p><u>Shovels / Spades / Picks:</u></p> <p>Handles free from cracks and splinters</p> <p>Handles fit securely</p> <p>Working end sharp and true</p> <p><u>Hammers:</u></p> <p>Good quality handles, no pipe or reinforcing steel handles.</p> <p>Handles free from cracks and splinters</p> <p>Handles fit securely</p> <p><u>Chisels:</u></p> <p>No mushroomed heads / heads chamfered</p> <p>Not hardened</p> <p>Cutting edge sharp and square</p>
Electrical hand tools	

#### 14.12 Transport & Materials Handling Equipment



Subject	Requirement
Site Vehicles	<p>All Site Vehicles, checked daily before use by driver / operator.</p> <p>Inventory of vehicles used/operated on site</p> <p>Inspection by means of a checklist / results recorded.</p> <p>No persons riding on equipment not designed or designated for passengers.</p> <p>Site speed limit posted, enforced and not exceeded.</p> <p>Drivers / Operators trained / licensed and carrying proof.</p> <p>No unauthorised persons allowed driving / operating equipment.</p>

#### 14.13 Plant & Storage Yards/Site Workshops Specifics

Subject	Requirement
<p>Section 8(2)(1) General Machinery</p> <p>Regulation 2(1): Supervision of the Use &amp; Maintenance of Machinery</p>	<p>Person/s with specific knowledge and experience designated in writing to Supervise the Use &amp; 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	Schedule D Notice posted in Work areas
<p>Vessels under Pressure</p> <p>Regulation 13(1)(b): Supervision of the Use &amp; Maintenance of Vessels under Pressure (VuP)</p>	<p>Person/s with specific knowledge and experience designated in writing to Supervise the Use &amp; 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	Lock-out procedure in operation
Ergonomics	<p>Ergonomics survey conducted – results on record</p> <p>Survey results applied</p>
Demarcation & Colour Coding	<p>Demarcation principles applied</p> <p>All services, pipes, electrical installation, stop-start controls, emergency controls etc. colour coded to own published or SABS standard</p> <p>Employees trained to identify colour coding</p>
Portable & Bench Grinders	<p>Area around grinder clear/trip/slip free</p> <p>Bench grinders mounted securely - grinder generally in good condition - no excessive vibration</p> <p>On/Off switch/button clearly demarcated/accessible</p> <p>Adequate guards in place</p> <p>Tool rest – secure/square/max. 2 mm gap, perpendicular to drive shaft</p> <p>Stone/disk - correct type and size/mounted correctly/dressed</p> <p>Use of Eye protection enforced</p>
Battery Storage & Charging	<p>Adequately ventilated, ignition free room/area/no smoking sign/s</p> <p>Batteries placed on rubber/wooden surface</p> <p>Emergency shower/eye wash provided</p> <p>No acid storage in area</p> <p>Prescribed methods in place and adhered to when charging batteries</p>
Presses/Guillotines/Shears	<p>Only operated by trained/authorised persons</p> <p>Interlocks/lock-outs fitted/PPE worn or used at all times</p>

#### 14.14 Workplace Environment, Health and Hygiene

Subject	Requirement
Lighting	<p>Adequate lighting in places where work is being executed e.g. stairwells and basements.</p> <p>Light fittings placed / installed causing no irritating/blinding glare.</p> <p>Stroboscopic effect eliminated (not only reduced) where moving objects or machinery is used</p>
Ventilation	Adequate ventilation / extraction / exhausting in hazardous areas e.g. chemicals / adhesives / welding / petrol or diesel/ motors running and in confined spaces / basements.
Noise	<p>Tasks identified where noise levels exceeds 85 dB at any one time.</p> <p>All reasonable steps taken to reduce noise levels at the source.</p> <p>Hearing protection used where noise levels could not be reduced to below 85 dB.</p>
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. 5 - Principal Contractor and Contractor
- Regulation No. 6 - Supervision of mechanical and electrical 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. 14	- Scaffolding
Regulation No. 17	- Material hoists
Regulation No. 21	- Construction vehicles
Regulation No. 22	- Electrical installations and machinery
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 SANS 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**

- **Electrical installation work**
- **Mechanical work**

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.

## **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

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	Client
2.	5.(3)(b)	Contractor	Principal Contractor
3.	5(11)	Contractor	Contractor
4.	6(1)	Company supervisor	Contractor
5.	6(2)	Designated Person	Contractor
6.	6(6)	Company Health and Safety Officer	Contractor
7.	7(1)	Person to Carry Out Risk Assessment	Contractor
8.	7(4)	Trainer/Instructor	Contractor
9.	11(3)(b)(i) & (ii)	Professional Engineer or Technologist	Contractor
10.	14(2)	Scaffold Supervisor	Contractor
11.	15(2)(c)	Compliance Plan Developer	Contractor
12.	22(d)	Electrical Installations Inspector	Contractor
13.	22 (e)	Electrical Installations Controller designated person	Contractor
14.	26 (a)	Stacking and Storage Supervisor	Contractor
15.	27 (h)	Fire Equipment Inspector	Contractor

### 23.2 LIST OF REQUIRED KEEPING RESPONSIBILITIES

ITEM	CR	RECORD TO BE KEPT	RESPONSIBLE PERSON
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. OHSA & 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. OHSA & 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 included in Health and Safety file and available on request	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)	Workshop 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 the site	Designer
14.	9(5)	Maintenance records - safety of structure - Available on request	Owner of Structure
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 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

## 24. HEALTH AND SAFETY FILE COMPILATION AND CONTENT

## 25. SAFETY AND SWITCHING PROCEDURES FOR ELECTRICAL INSTALLATIONS

### 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 mandatory appointments are contemplated.

### HEALTH AND SAFETY FILE:

This document serves as a guide to Principle Contractors and Contractors (and their agents) to assist them in complying with the requirements of the Act and more specifically the Mechanical, Electrical and Construction Regulations and to ensure a most comprehensive Health and Safety File. Kindly note the following extractions from the Mechanical, Electrical and Construction Regulations:

*"Every contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of the Act and the Regulations, is opened and kept on site and made available to an inspector, client, client's agent or principle contractor upon request. [CR 5(7)]"*

*A Principal Contractor shall hand over a consolidated health and safety file to the client upon completion of the construction work and shall, in addition to the documentation referred to in sub regulation (7) [above], include a record of all drawings, designs, materials used and other similar information concerning the completed structure. [CR 5(8)]"*

*A Principal Contractor shall ensure that in addition to the documentation required in the health and safety file as determined in the two sub regulations above, a comprehensive and updated list of all the contractors on site accountable to the Principal Contractor, the agreements between the parties and the type of work being done are included and available. [CR 5(9)]"*

The information, documentation and lists required to be included in the Health and Safety File as contemplated in the Construction Regulations [CR 5(7)], shall be suitably and sufficiently documented in terms of the following items listed below to ensure compliance with the Act as far as is reasonably practicable.

Note: In the event that any of the items listed below may not have reference to the planning, implementation and completion of the work to be done pertaining to the project on the construction site, it must clearly be indicated as such with a proper statement e.g. 'Not Applicable'. All other relevant references or items below shall relate to the information required as contemplated in the Act and Regulations.

**IMPORTANT** - This Health and Safety File shall be regarded as the property of the Client as it has to be consolidated and handed over to the Client upon completion of the project. The Principal Contractor shall ensure that this file is adequately protected against any form of damage, abuse or fraud.

### Registers as follows:

Accident/Incident Register (Annexure 1 of the General Administrative Regulations)  
H&S Representatives ('SHE - Reps') Inspection Register  
Arc & Gas Welding & Flame Cutting Equipment Inspections  
Inspection of Ladders  
Inspection of Vessels under Pressure plus all other excluded under VUP regulations  
Fire fighting equipment

The H&S Representatives (SHE-Reps) will be required to submit the abovementioned registers as well as other legally required registers, also from the list below, on a monthly basis to the chairman of the H&S committee for submission to, and endorsement by the H&S Committee. Also refer to the suggested Agenda for the H&S Committee under 12.8.3

***Documents as follows:***

Copy of OH&S Act (updated) (General Administrative Regulation 4.)  
Proof of Registration and good standing with a COID Insurer (Construction Regulation 4(1)(g))  
Appointments – in terms of the Mechanical, Electrical and Construction Regulations  
Notification of Construction Work – Annexure 1 [CR 3]  
H&S Specifications [CR 4]  
H&S Plan – Principal Contractor, Contractor & Sub-contractors [CR 5(1) & (4)]  
Proof of Periodic Audits [CR 4, 5 & 6]  
List of all Contractors (accountable to Principal Contractor) on site [CR 5(9)]  
Contractor Agreements [CR 5(9)]  
Type of work done on site [CR 5(9)]  
Records of drawings, designs, materials used and similar information concerning the completed structure [CR 5(8)]  
Input by Companies Safety Officer [CR 6(7)]  
Risk Assessment [CR 7(1)]  
Copy of Risk Assessment [CR 7(2)]  
Proof of H&S Induction Training [CR 7(4) & (7) & (9)(b)]  
Proof of training on Hazards and Work Related Procedures [CR 7(4)]  
Method Statement [CR 11(3)(k)]  
Method Statement [CR 12(2)]  
Method Statement [CR 12(11)]  
Operational Compliance Plan [CR 15(2)(c)]  
Certificates, design calculations, sketches and test results [CR 15(3)]  
Examination results [CR 15(9)]  
Medical Certificate of Fitness [CR 15(12)(b)]  
Proof of Training [CR 15(12)(c)]  
Maintenance Records Material hoist [CR 17(8)(d)]  
Medical Certificates of Fitness [CR 20(g)]  
Medical Certificates of Fitness [CR 21(1)(d)(ii)]  
Findings of daily inspections Construction Vehicles [CR 21(1)(j)]  
Record of Electrical Installation Inspections [CR 22(8)]  
Record of Electrical Machinery Inspections [CR 22(8)]  
Proof of Training [CR 27(i)]  
Evacuation Plan [CR 27(l)]  
H&S Rep & Committee Members details  
H&S Committee Meetings' Minutes  
Other appointments in terms of OHASA

***The following further identified requirements in terms of the Act and other Regulations of the Act are similarly applicable as part of the contents of the 'Health and Safety File':***

Details of Inspections (by DoL)  
Recording and Investigation of Incidents – Annexure 1 [GAR 9(1-3)]  
Action taken on all incidents [GAR 9(4)]  
Certificates of Competency in First Aid [GSR 3(4)]  
Record of Medical Surveillance required in terms of OHASA  
Proof of compliance with Asbestos Regulation requirements  
Proof of compliance with Major Hazard Installation requirements

**IMPORTANT:**

A copy of the following certification in terms of the “SAFETY AND SWITCHING PROCEDURES FOR ELECTRICAL INSTALLATIONS” (Document attached) signed by the prospective tenderer / contractor is to be included in the Health and Safety File:

*“ 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 and compliance to the requirements thereof.”*

# **NATIONAL DEPARTMENT OF PUBLIC WORKS**

## **SAFETY AND SWITCHING PROCEDURES**

### **FOR**

## **ELECTRICAL INSTALLATIONS**



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## **REGULATIONS AND DEFINITION OF COMPETENT PERSON:**

### **1.1 REGULATIONS:**

All persons who carry out or arrange for work of any description for the Department in connection with electrical apparatus shall make themselves acquainted with the Occupational Health and Safety Act (Act 85 1993) with particular reference to the Electrical Machinery Regulations, Regulations 1 to 23 inclusive.

Access to the above Act and its Regulations can be arranged with the Regional Manager.

### **1.2 DEFINITION OF COMPETENT PERSON:**

"competent person" in relation to machinery, means any person who—

- (a) has served an apprenticeship in an engineering trade which included the operation and maintenance of machinery, or has had at least five years' practical experience in the operation and maintenance of machinery, and who during or subsequent to such apprenticeship or period of practical experience, as the case may be, has had not less than one year's experience in the operation and maintenance appropriate to the class of machinery he is required to supervise;
- (b) has obtained an engineering diploma in either the mechanical or electrotechnical (heavy current) fields with an academic qualification of at least T3 or N5, or of an equivalent level, and who subsequent to achieving such qualification has had not less than two years' practical experience in the operation and maintenance appropriate to the class of machinery he is required to supervise;
- (c) is a graduate engineer and has had not less than two years' post-graduate practical experience in the operation and maintenance appropriate to the class of machinery he is required to supervise and who has passed the examination on the Act and the regulations made there-under, held by the Commission of Examiners in terms of regulations E5 (2) of the regulations published under Government Notice R.929 of 28 June 1963; or
- (d) is a certificated engineer;

## **2 SAFETY EQUIPMENT**

The following equipment required for working on electrical installations and distribution systems, must be maintained in good order and repair and must be made available:-

Safety belt, overalls, hard hat, safety shoes or boots, rubber gloves, "Men Working" notice boards, locks for locking off switches, buss bar shutters in truck-type switchgear, isolators or earthing links, rubber sheet and length of rope with short circuiting earthing-chains, earthing sticks and testing/phasing sticks rated for the voltage of the equipment to be tested.

Under no circumstances shall work be carried out on electrical apparatus unless the proper safety equipment is used.

With regard to overhead line men, no work shall be carried out unless use is made of a non-metallic ladder and the appropriate safety belt, rubber gloves, overalls, hardhat and safety shoes or boots are worn. The buddy system must also be implemented.

## **3 DEFINITION OF OPERATING TERMS**

### **3.1 Alive or live**

This means electrically connected to the power system and/or electrically charged.

Consider an isolated overhead line that is not earthed. An overhead line can be electrically connected to the system in the following ways:

- (a) By means of a metallic conductor such as links and breakers or switches. This is the normal way of transmitting electrical energy.
- (b) Electromagnetic induction or transformer action from a nearby current carrying line will induce a dangerous voltage in the isolated lines and are a hazard to all personnel that must work on or with the line.
- (c) Electrostatic induction or condenser action from a nearby live line will induce a dangerous voltage in any isolated, but not earthed, overhead line. Electrically charged means at a potential difference or voltage above zero

### 3.2 Dead

This means that any apparatus so described is isolated from the power system. Rotating plant shall not be regarded as dead until it is stationary or is being slowly rotated by means of barring gear and is not excited.

The Occupational Health and Safety Act defines dead as: "dead" means at or about zero potential and isolated from any live system. Disconnected has the same meaning as isolated. An overhead line disconnected from all sources of supply but not earthed, cannot be regarded as dead because:

- (a) It can retain a static charge.
- (b) It can acquire a static charge due to atmospheric conditions.
- (c) It can accidentally be made alive.
- (d) Nearby lines continually induce voltage in them.

The regulations recognise only the following devices as disconnects or isolators:-

- (a) Links.
- (b) Fuses.
- (c) Truck type switchgear.

### 3.3 Earthing

This means the connecting of apparatus electrically to the general mass of earth in such a manner as will ensure at all times an immediate safe discharge of electrical energy. This is done through an earth bar or spike by means of a good metallic conductor.

To fully appreciate this definition we must refer to the Electrical Machinery Regulations, Regulation 3 of the Occupational Health and Safety Act which states:

"Work on Disconnected Electrical Machinery. — Without derogating from any specific duty imposed on employers or users of machinery by the Act, the employer or user shall, whenever work is to be carried out on any electrical machinery which has been disconnected from all sources of electrical energy but which is liable to acquire or to retain an electrical charge, as far as is practicable, cause precautions to be taken by earthing or other means to discharge the electrical energy to earth from such electrical machinery or any adjacent electrical machinery if there is danger if there is danger there from before it is handled and to prevent any electrical machinery from being charged or made live while persons are working thereon."

Electrical apparatus and in particular overhead lines may become charged due to:-

- (a) Direct lightning strokes.
- (b) Electro magnetically induced currents due to a lightning stroke in the immediate vicinity of the line.
- (c) Electro statically induced charges on the lines due to the presence of thunderclouds.
- (d) Electrostatic charges imparted to the line by the friction of dust or snow blowing past the conductors.
- e) Electrostatic charges imparted to the line due to changes in line altitude"

These changes are responsible for tremendously high voltages between overhead lines and earth, in fact, sometimes high enough to cause a flash over on insulators. A spark may span several centimetres of air to a person's hand should he approach too closely to an isolated unearthed overhead line.

An overhead line or apparatus can be made alive by:

- (a) Unauthorised operating, i.e., closing the wrong links and breaker.
- (b) Faulty wiring on consumer's stand-by sets. (Back feed from consumer)
- (c) A broken overhead conductor from a different line falling onto the isolated line.
- (d) Synchronising plugs.

From the foregoing paragraphs it is clear that the purpose of earthing isolated lines and apparatus are:

- (a) To discharge them should there be a residual voltage or charge.
- (b) To prevent them acquiring a static charge.
- (c) To prevent danger to persons working on apparatus in the event of someone accidentally making it alive.
- (d) To dissipate induced voltages continuously and safely.

Earthing gear means the fixed or portable appliances used for earthing electrical apparatus. The dangers from inadequate or improper earth connections are:

- (a) Electrocution.
- (b) Burns from arcing.
- (c) Electric shock leading to falls.

Earthing may be done by the closing of earthing links, or by the attaching of fixed earthing devices or by the affixing of portable earthing straps. In each case the main idea is to ensure the safety of personnel.

In affixing portable earth straps, the connection to the earthbar or earthed metal or spike must be made first and in removing such earthing straps, the disconnecting from the earthbar or earthed metal or spike must be done last. Also, a link stick or an insulated stick should be used to connect the earth wires to the overhead lines or apparatus.

These requirements are most important because connecting the portable strap first to earth and then to the conductors by means of a link stick avoids the risk of a shock to the operator from static charges or induced voltages.

**REMEMBER:** Always safety test before applying earths.

### 3.4 Isolate

This means to disconnect from all Sources of electrical potential by means of opening of links or fuses or the withdrawal of truck-type circuit-breakers.

All sources of electrical potential mean all points or circuits from where the apparatus can be made alive. Links, fuses and truck-type switchgear can be regarded as isolators because:

- (a) They leave a visible air gap in a circuit when open, removed or withdrawn.
- (b) They contain no stored energy and will not close due to defects.
- (c) They can be locked in a physical condition and thus can only be operated by the person with the correct key.

Opening links and locking them in the open position; removing fuses and locking them away; withdrawing truck-type switchgear and locking the buss bar shutters are the only safe methods of isolating.

### 3.5 Circuit Breaker

This is a device designed to make or break electric current under normal and fault conditions. A breaker can make or break an electric current because it is designed to extinguish the arc very rapidly and

effectively. It is also designed to withstand the tremendous forces under short circuit conditions. The arc-extinguishing medium for high-voltage breakers is normally air, oil or vacuum and should this medium be lost, the breaker becomes a link. Never use a breaker without an arc-extinguishing medium to interrupt current flow because the breaker will probably explode or it will sustain severe damage.

A fault condition is any condition that will cause an excessive amount of current flow. The normal fault conditions are:

- (a) Phase faults.
- (b) Earth faults.
- (c) Open circuit in one line of a three-phase system (Single-phasing).
- (d) Too low a voltage. (Motors will draw a large current or even stall).
- (e) Too high a voltage.
- (f) Overloading.

For the following reasons breakers cannot be regarded as isolators:

- (a) They leave no visible gap in a circuit.
- (b) They contain stored energy and can close on their own due to various defects.
- (c) It is normally not possible to lock them in an open position.
- (d) Oil circuit-breakers are subjected to carbon tracking which could cause a flash-over between contacts.

### 3.6 Link

This is a device for making or breaking a circuit when no load current is flowing. Links differ from breakers and switches in the following respects:

- (a) They are not equipped with an arc extinguishing medium/device.
- (b) Their movement is very slow.

Should current be interrupted by means of links, an uncontrollable arc will be struck at the points where the contacts part.

The temperature of the arc is so high (+ 2 000°C) that it will simply melt the parting contacts. As the contacts move further apart, the arc will lengthen and burn everything away. Molten metal could splash onto the operator and cause severe injuries.

As the arc lengthens, considerable noise is generated and the light intensity is so severe that the operator could suffer from "welding flash" of the eyes.

When apparatus equipped with earthing links is required to be earthed at more than one place, the earthing links shall always be closed first and thereafter, any necessary portable earthing gear may be affixed to the apparatus.

In removing the earths in readiness for making the apparatus alive, all portable earthing gear shall first be removed and earthing links shall be opened last.

Closing the earthing links first ensures maximum safety to the operator. These links are easily operated, make good contact and the operating handles are at a safe distance from the contact points.

Locks and keys shall also be provided for links. The operating mechanism of all manually operated links shall be fitted with fastenings for locks. The operating mechanisms of each set of manually operated links shall normally be locked whether the links are in the open or in the closed position.

The locking of links provides a safeguard against their being opened or closed in error by other persons apart from the one with the correct key and a written instruction to operate.

### 3.7 Operating methods

This means switching, linking, safety testing and earthing. This definition also indicates the order of operating when making apparatus safe to work on.

- (a) Switching -
  - (i) Open breaker or switch to interrupt current flow safely, i.e. prevent arcs.
  - (ii) Close breaker or switch to start current flow - the only safe way.
- (b) Linking - open at least one set of links from where the apparatus can be made alive and lock the links in the open position. Always ensure that you are not going to start or interrupt current flow with the links by ensuring that the breaker or switch is open.
- (c) Safety test - test all three phases to ensure that the apparatus is disconnected from all sources of supply and that there is no back-feed from a consumer's standby set or other source.
- (d) Apply earths - ensure safety of the workers by:-
  - (i) Discharging the line or apparatus.
  - (ii) Preventing the line from acquiring a static charge.
  - (iii) Preventing the line or apparatus from being accidentally made alive.

Before applying portable earths, ensure that they are mechanically and electrically in good condition. There should be no broken strands, the clamps should be rigid and without defect and when applied properly, should make intimate contact with the conductors and earthbar or spike. The earthing cable tails should be as short as possible. The current carrying capacity of the portable earth is greatly reduced by broken strands. It will act as a fuse and increase the danger to workmen.

#### **4 GENERAL SAFETY PRECAUTIONS**

No person shall carry out work of any description (including maintenance, repairs, cleaning and testing) on any part of electrical apparatus unless such parts of the apparatus are:

- (a) dead;
- (b) disconnected, isolated and all practicable steps taken to lock off from live conductors;
- (c) efficiently connected to earth with the appropriate earthing sticks or gear designed for this purpose at all points of disconnection of supply;
- (d) screened where necessary to prevent danger, and caution and danger notices fixed;

and unless such person is fully conversant with the nature and extent of the work to be done.

It is the duty of the competent person in charge of the work to ensure that the foregoing provisions are complied with. He shall also ensure that when the work has been completed, the apparatus is safe to be made alive and that all earths and temporary danger notices have been removed.

Provided that cleaning and painting of earthed metal enclosures, connections or disconnections of circuits to or from live systems may be carried out in accordance with instructions issued by the competent person concerned.

Provided also that where the design of the apparatus precludes the strict compliance with all details of these precautions, the work shall be carried out to the instructions of the senior competent person present.

When any person receives instructions: regarding work on or the operation of high voltage apparatus he shall report any objection to the carrying out of such instructions to the competent person who shall have the matter investigated and, if necessary, referred to higher authority.

#### **5 ACCESS TO HIGH VOLTAGE ENCLOSURES AND APPARATUS**

Enclosures, chambers, cubicles or cells containing high voltage conductors shall be kept locked and shall not be opened except by a competent person.

#### **6 SWITCHING:**

- (a) No switching shall be carried out without the sanction of the appropriate competent person except for agreed routine switching or in cases of emergency.

All telephone instructions/messages relating to the switching operation shall be written down and be repeated in full to the sender to ensure that the message has been accurately received.

- (b) When a switch shows any sign of distress after operating, its condition shall be immediately reported to the appropriate competent person, and it shall be examined before further operation.
- (c) The examination of and necessary adjustments including inspection and/or changing of oil of any high voltage oil immersed circuit-breaker which has operated under fault conditions shall be carried out if possible before the circuit-breaker is re-closed, or at the earliest available opportunity thereafter.

DEPARTMENT OF PUBLIC WORKS.  
TWO YEAR TEAM CONTRACT.  
REPAIRS OF EMERGENCY GENERATORS.  
CHECK LIST.

[illegible]



[illegible][illegible]

## Addendum 'A'

[illegible]

Addendum 'A'

DESCRIPTION	01 <sup>th</sup> mth	02 <sup>th</sup> mth	03 <sup>th</sup> mth	04 <sup>th</sup> mth	05 <sup>th</sup> mth	06 <sup>th</sup> mth	07 <sup>th</sup> mth	08 <sup>th</sup> mth	09 <sup>th</sup> mth	10 <sup>th</sup> mth	11 <sup>th</sup> mth	12 <sup>th</sup> mth	13 <sup>th</sup> mth	14 <sup>th</sup> mth	15 <sup>th</sup> mth	16 <sup>th</sup> mth	17 <sup>th</sup> mth	18 <sup>th</sup> mth	19 <sup>th</sup> mth	20 <sup>th</sup> mth	21 <sup>th</sup> mth	22 <sup>th</sup> mth	23 <sup>th</sup> mth	24 <sup>th</sup> mth	
Check alarm and engine shut down function on:																									
• High temperature																									
• Low oil pressure																									
• Over speed																									

Date of Inspection:

Name of contractor:

Address of contractor:

Signature of contractor's

representative:

Name of Representative

of user department:

Signature of user department

representative:

Date:

NOTE:

Each month after the necessary inspection was done, must the completed form with the claim be handed in at the department.

One copy of the form must be filled and stored in emergency generator room, for onsite inspection.

**ADDENDUM 'B':**

**DEPARTMENT OF PUBLIC WORKS  
TWO YEAR TERM CONTRACT  
REPAIRS OF EMERGENCY GENERATORS  
GENERAL INFORMATION**

The following information must be compiled during the first site visit of the emergency generator.

- 1 Name of building: .....
- 2 Address of building: .....
- 3 Town: .....
- 4 Detail of emergency generator: .....
- 4.1 **Engine:**
  - 4.1.1 Make: .....
  - 4.1.2 Number of cylinders: .....
  - 4.1.3 Serial number: .....
- 4.2 **Generator:**
  - 4.2.1 Make: .....
  - 4.2.3 kVA rating: .....
  - 4.2.4 Number of phases: .....

**Note:**

Once the information is completed it must be forwarded to the representative of the Department of Public Works.

Date of site visit: .....

Name of Representative of contractor: .....

Address of contractor: .....

# BUILDING STRUCTURE INSPECTION

[illegible]

**ADDENDUM 'C':**

<u>Item</u>	<u>Description</u>	<u>Hand-over inspection</u>	<u>Month</u> 3	<u>Month</u> 6	<u>Month</u> 9	<u>Month</u> 12	<u>Month</u> 18	<u>Month</u> 21	<u>Month</u> 24	<u>Remarks and action taken</u>
		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
	Warning signs									
	First aid sign									

DATE OF INSPECTION: .....

NAME OF REPRESENTATIVE OF CONTRACTOR: .....

ADDRESS OF CONTRACTOR: .....

ADDENDUM 'D':

DEPARTMENT OF PUBLIC WORKS.

TWO YEAR TEAM CONTRACT.

DUMMY LOAD REPORT

DESCRIPTION	01 <sup>st</sup> mth	02 <sup>nd</sup> mth	03 <sup>rd</sup> mth	04 <sup>th</sup> mth	05 <sup>th</sup> mth	06 <sup>th</sup> mth	07 <sup>th</sup> mth	08 <sup>th</sup> mth	09 <sup>th</sup> mth	10 <sup>th</sup> mth	11 <sup>th</sup> mth	12 <sup>th</sup> mth	13 <sup>th</sup> mth	14 <sup>th</sup> mth	15 <sup>th</sup> mth	16 <sup>th</sup> mth	17 <sup>th</sup> mth	18 <sup>th</sup> mth	19 <sup>th</sup> mth	20 <sup>th</sup> mth	21 <sup>st</sup> mth	22 <sup>nd</sup> mth	23 <sup>rd</sup> mth	24 <sup>th</sup> mth
Output voltage						X						X						X						X
Output ampere						X						X						X						X
						X						X						X						X
Cycle						X						X						X						X
Output voltage						X						X						X						X
Output ampere						X						X						X						X
						X						X						X						X
Coolant temperature						X						X						X						X
Oil pressure						X						X						X						X
Engine speed						X						X						X						X
Hour meter readings						X						X						X						X
Previous months						X						X						X						X
Reading before test run						X						X						X						X
Present month's reading (after test run)						X						X						X						X
Total hours during past month						X						X						X						X

**ADDENDUM 'D':**

**Date of Inspection:** .....

**Name of contractor:** .....

**Address:** .....

.....

.....

**Name of Representative:** .....

**Signature:** .....

**Name of users department**  
**representative:** .....

**Signature of user department**  
**representative:** .....

**Date:** .....



ADDENDUM 'E':

DEPARTMENT OF PUBLIC WORKS

TWO YEAR TERM CONTRACT

REPAIRS OF EMERGENCY GENERATOR

TEST RUN REPORTS (FULL LOAD)

	Month 3	Month 6	Month 9	Month 12	Month 15	Month 18	Month 21	Month 24
Output voltage ( No load)								
Output Ampère (No load) Red White Blue								
Cycle								
Output voltage (Full load)								
Output Ampère (No load) Red White Blue								
Coolant temperature								
Oil pressure								
Engine speed								
Hour meter reading:								
Previous month reading before test run								
Present month (After test run)								
Total hours during past month								

**Note:**

Arrange prior to the full load test with the representative of the user department to obtain permission for the execution of the test.

Date of inspection: .....

Name of contractor: .....

Address of contractor: .....

Name of Representative: .....

Signature: .....

Name of user department representative: .....

Signature of representative: .....