public works
& infrastructure
Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

Supply, Transportation, Rigging, Installation, Testing, Decommissioning of the Existing Generators and Commissioning of the new 2 x 1000 KVA Prime Rated Diesel Generators at the Plattekloof Forensic Laboratory:

BID NO:

NAME OF BIDDER.....

OFFICE OF THE REGIONAL MANAGER

DEPARTMENT OF PUBLIC WORKS

PRIVATE BAG X9027

CAPE TOWN

8000

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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

Project title:	**Supply, Transportation, Rigging, Installation, Testing, Decommissioning of the Existing Generators and Commissioning of the new 2 x 1000 KVA Prime Rated Diesel Generators at the Plattekloof Forensic Laboratory.**

Tender no:	**CPTSC 09/24**	**Reference no:**	
Advertising date:	03/06/2024	**Closing date:**	24/06/2024
Closing time:	11H00	**Validity period:**	84 Calendar days

1. **REQUIRED CIDB GRADING**
   It is estimated that tenderers should have a CIDB contractor grading designation of **5 EB** OR **5 EP** or higher.
   ** Delete "or select tender value range select class of construction works" where only one class of construction works is applicable*

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

2. **FUNCTIONALITY CRITERIA APPLICABLE YES ☐ NO ☒**
   Note 1: *Failure to meet minimum functionality score will result in the tenderer being disqualified.*

Functionality criteria[1]:	**Weighting factor:**
Total	**100 Points**

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

Minimum functionality score to qualify for further evaluation:	

(Total minimum qualifying score for functionality is 50 Percent, any deviation below or above the 50 Percent, provide motivation below)

[1]The points allocated to each functionality criterion should not be generic but should be determined separately for each tender on a case by case basis.
Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

N/A

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

☐ Method 1 (Financial offer)	☒ Method 2 (Financial and Preference offer)

3.1. **Indicate which preference points scoring system is applicable for this bid:**

☒ **80/20** Preference points scoring system	☐ **90/10** Preference points scoring system	☐ **Either 80/20 or 90/10** Preference points scoring system

4. RESPONSIVENESS CRITERIA

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

1	☒	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	☒	Tender offer must be properly received on the tender closing date and time specified on the invitation, completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	☒	Use of correction fluid is prohibited. Corrections to be crossed out and initialled.
4	☒	Submission of a signed bid offer as per the DPW-07 (EC).
5	☒	Submission of DPW-09 (EC): Particulars of Tenderer's Projects.
6	☒	Bidders must comply with DPW-21 (EC): Record of Addenda to tender documents, if any.
7	☒	The tenderer shall submit his fully priced Pricing Schedule (complete document inclusive of all parts) together with his tender and grand total to be carried over to DPW-07 FM)
8	☒	The bidders must sign the attendance register at the meeting as proof of attendance and the register will be closed at the venue after the meeting. Failure to sign the attendance register and DPW-16 will render your bid non-responsive.
9	☐	The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender.

10	☒	**A) EXPERIENCE** **The bidder must submit 3 (three) completed projects relating to Generators Installation and Maintenance with a minimum value of R1, 500 000.00 per project. Completed projects to be listed on the DPW-09 (EC) form.** **The following documents must be submitted in relation to the above:** **1. Signed appointment letter(s) by the employer on an official letterhead with clear contract description, contract value, contract duration and contact details.** **OR** **2. Signed Completion Certificate with clear contract description, contract value and contract duration** **OR** **3. Purchase order with clear contract description and contract value and contact details** **(Failure to submit any of the above required documents will render the tender non-responsive and duly disqualified)**
11	☐	
12	☐	
13	☐	
14	☐	

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

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

1	☒	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	☒	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	☒	Submission of (PA-11): Bidder's disclosure
4	☐	Submission of PA-16.1 (EC): Ownership Particulars
5	☒	Submission of documentation relating to **risk assessment criteria** as contained in C 2.1 of T1.2 Tender Data.
6	☒	Data provided by the Service Provider (C1.2.3) completed.
7	☒	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD). Insert the Supplier Registration Number on the form of offer, including proposed sub-contractors if any
8	☒	All parts of tender documents submitted must be fully completed in ink and signed where required.
9	☒	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.

10	☒	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.
11	☒	a) **Resources: Qualified Staff-2 x Electrical Artisans** The bidder must submit an Accredited N3 electrical certificate, Accredited Electrical trade test certificate with a minimum of 3 years relating to Generators Installation and Maintenance. Only South African Citizens will be allowed to work in this project due to the Department dealing with National Key Points. The bidder must attach a minimum of two (2) comprehensive CV (s),ID Copies of staff with certified qualification (s) / certificate (s) - certified by the Commissioner of Oath/SAPS. (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)
12	☒	(b) **Resources: Qualified Staff-1 x Installation Electricians (Wireman's License)** The bidder must submit an Accredited N3 electrical certificate, Accredited Electrical trade test certificate and accredited three (3) phase wireman's license with a minimum of 3 years relevant experience in Issuing of certificates of compliance. Only South African Citizens will be allowed to work in this project due to the Department dealing with National Key Points. The bidder must attach a minimum of 1 (1) comprehensive CV, ID copy of staff with certified qualification / certificate - certified by the Commissioner of Oath/SAPS. (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)
13	☐	
14	☐	
15	☐	

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

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

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

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

Table 1

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim

1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	• Official Municipal Rates Statement which is in the name of the bidder. Or • Any account or statement which is in the name of the bidder. Or • Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or • Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and • Medical Certificate indicating that the disability is permanent. Or • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or National Council for Persons with Physical Disability in South Africa registration (NCPPDSA).
5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

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

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

Table 2

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	• Official Municipal Rates Statement which is in the name of the bidder. Or • Any account or statement which is in the name of the bidder. Or • Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or • Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (mandatory)	2	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4. ☐ **OR**	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and • Medical Certificate indicating that the disability is permanent. Or • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or

	5. ☐			National Council for Persons with Physical Disability in South Africa registration (NCPPDSA).
		An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

6. BID EVALUATION METHOD

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

☒ **80/20** Preference points scoring system	☐ **90/10** Preference points scoring system	☐ **Either 80/20 or 90/10** Preference points scoring system

In case where below/above R 50 000 000 is selected, the lowest acceptable tender will be used to determine the applicable preference point system.

7. ELIGIBILITY IN RESPECT OF RISK TO THE EMPLOYER:

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

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

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

7.1 Technical risks:

Criterion 1: Experience on comparable projects during the past 10 (From 2013 to 2023) **years.**

The tendering Service Provider's experience on comparable projects during the past 10 (From 2013 to 2023) years. The number of current and previous comparable projects performed by the Tenderer as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer will be *mutatis mutandis* declared non-responsive.

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

Criterion 2: Contractual commitment and quality of performance on comparable projects during the past 10 (From 2013 to 2023) **years.**

Adherence to contractual commitments and quality of performance of comparable current and previous projects performed by the Tenderer during the past 10 (From 2013 to 2023) years as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer be *mutatis mutandis* declared non-responsive.

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

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

Criterion 3: Suitably qualified and appropriately experienced human resources

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

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

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

7.2 Commercial risks:

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

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

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

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

(a)	Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	**N/A**
(b)	Minimum Targeted Local Building Material Suppliers Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	**N/A**
(c)	Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	**N/A**
(d)	**cidb BUILD Programme**: Minimum Targeted Enterprise Development Contract Participation Goal in accordance with the cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	**N/A**
(e)	**cidb BUILD Programme:** Minimum Targeted Contract Skills Development Goal in accordance with the cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 43495 of 3 July 2020, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	**N/A**

(f)	DPWI National Youth Service training and development programme (NYS) – Condition of Contract.	**N/A**
(g)	Labour Intensive Works – Condition of Contract.	**N/A**
(h)		**N/A**
(i)		**N/A**

9. COLLECTION OF TENDER DOCUMENTS

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

☒ Alternatively; Bid documents may be collected during working hours at the Customs House Tender Office. A non-refundable bid deposit of **R *300*** is payable (cash only) on collection of the bid documents.

10. SITE INSPECTION MEETING

A pre-tender site inspection meeting will **be** held in respect of this tender.
Attendance of said pre- tender site inspection meeting is compulsory.

The particulars for said pre- tender site inspection meeting or site inspection meeting. are:

Venue:	PLATTEKLOOF FORENSIC LABORATORY-47 SILWERBOOM AVENUE		
Virtual meeting link:			
Date:	2024/06/11	**Starting time:**	10H00

11. ENQUIRIES

11.1. Technical enquiries may be addressed to:

DPWI Project Manager	AILWEI NEKHWEVHA	**Telephone no:**	021 402 2301
Cellular phone no	082 815 6543	**Fax no:**	
E-mail	Ailwei.Nekhwevha@dpw.gov.za		

11.2. SCM enquiries may be addressed to:

SCM Official	RIANA MOUTON	**Telephone no:**	021 402 2076
Cellular phone no		**Fax no:**	
E-mail	Riana.Mouton@dpw.gov.za		

12. DEPOSIT / RETURN OF TENDER DOCUMENTS

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

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

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

	OR	**Deposited in the tender box at:** Foreshore Customs House Building Heerengracht,Foreshore Main entrance Ground floor

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

_____

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

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

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

   _____

   (Project description as per Bid / Tender Document)

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

2. *Mr/Mrs/Ms: _____

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

   and who will sign as follows: _____

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

	Name	Capacity	Signature
1			
2			
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16			

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".

17			
18			
19			
20			

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

Note:

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

ENTERPRISE STAMP

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

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

_____

_____

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

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

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

   _____

   _____

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

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

   _____

   _____

   (Project description as per Bid /Tender Document)

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

2. *Mr/Mrs/Ms: _____

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

   and who will sign as follows: _____

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

3. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.

4. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

   Physical address: _____

   _____

   _____

   _____ (code)

Postal Address: _____

_____

_____

_____ (code)

Telephone number: _____

Fax number: _____

	Name	Capacity	Signature
1			
2			
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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 <u>all</u> 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)*

B. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

_____

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

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

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

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

Physical address: _____

_____

_____

_____ (Postal code)_____

Postal Address: _____

_____

_____

_____(Postal code)_____

Telephone number: _____

Fax number: _____

PA-15.3: Special Resolution of Consortia or Joint Ventures

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

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

Note:

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

Department
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

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

Project title:	***Supply, Transportation, Rigging, Installation, Testing, Decommissioning of the Existing Generators and Commissioning of the new 2 x 1000 KVA Prime Rated Diesel Generators at the Plattekloof Forensic Laboratory.***		
Tender / quotation no:	CPTSC-09/24	**Closing date:**	24/06/2024
Advertising date:	03/06/2024	**Validity period:**	84 days

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

1.1. Current projects

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

Tender no:

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 commence-ment date	Contractual completion date	Date of Certificate of Practical Completion
1							
2							
3							
4							
5							
6							
7							
8							
9							

Name of Tenderer	Signature	Date

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

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

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

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

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1. GENERAL CONDITIONS

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

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

1.2 **Preference Points System to be applied**

(*Tick whichever is applicable*).

☒ The applicable preference point system for this tender is the **80/20** preference point system.

☐ The applicable preference point system for this tender is the **90/10** preference point system.

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

1.3 **Points for this tender shall be awarded for:**

1.3.1 Price; and

1.3.2 Specific Goals

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

CHOOSE APPLICABLE PREFERENCE POINT SCORING SYSTEM	☒ 80/20	☐ 90/10
PRICE	80	
SPECIFIC GOALS	20	
Total points for Price and Specific Goals	100	

1.5 Breakdown Allocation of Specific Goals Points

1.5.1 For Procurement transactions with rand value greater than R2 000.00 and up to R1 Million (Inclusive of all applicable taxes), the specific goals as listed in table 1 below are applicable.

All Acquisitions

Table 1

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE which is at least 51% owned by **black people**	10	ID Copy Or SANAS Accredited BBBEE Certificate or sworn affidavit where applicable Or CSD Report Or CIPC (company registration)
2.	**Located** in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	Office Municipal Rates Statement Or Permission To Occupy from local chief in case of rural areas (PTO) Or Lease Agreement
3.	An EME or QSE which is at least 51% owned by **women**	4	ID Copy Or CSD Report Or CIPC (company registration)

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
4.	An EME or QSE which is at least 51% owned by people with **disability**	2	Medical Certificate Or South African Social Security Agency (SASSA) registration Or National Council for Persons with Physical Disability in South Africa registration (NCPPDSA)
5.	An EME or QSE which is at least 51% owned by **youth.**	2	ID Copy Or CSD Report Or CIPC (company registration)

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

All Acquisitions

Table 2

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE or any entity which is at least 51% owned by **Historically Disadvantaged Individuals** (HDI)	10	ID Copy Or SANAS Accredited BBBEE Certificate or sworn affidavit where applicable Or CSD Report

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
			Or CIPC (company registration)
2.	**Located** in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	Office Municipal Rates Statement Or Permission To Occupy from local chief in case of rural areas (PTO) Or Lease Agreement
3.	An EME or QSE or any entity which is at least 51% owned by **women**	4	ID Copy Or CSD Report Or CIPC (company registration)
4.	An EME or QSE or any entity which is at least 51% owned by people with **disability**	2	Medical Certificate Or South African Social Security Agency (SASSA) registration Or National Council for Persons with Physical Disability in South Africa registration (NCPPDSA)
5.	An EME or QSE or any entity which is at least 51% owned by **youth**.	2	ID Copy Or CSD Report Or CIPC (company registration)

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

All Acquisitions

Table 3

Serial No	Specific Goals	Preference Points allocated out of 10	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE or any entity which is at least 51% owned by **Historically Disadvantaged Individuals** (HDI)	4	ID Copy Or SANAS Accredited BBBEE Certificate or sworn affidavit where applicable Or CSD Report Or CIPC (company registration)
2.	**Located** in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	Office Municipal Rates Statement Or Permission To Occupy from local chief in case of rural areas (PTO) Or Lease Agreement
3.	An EME or QSE or any entity which is at least 51% owned by **women**	2	ID Copy Or CSD Report Or CIPC (company registration)
4. ☐	An EME or QSE or any entity which is at least 51% owned by people with **disability**	2	Medical Certificate Or

Serial No	Specific Goals	Preference Points allocated out of 10	Documentation to be submitted by bidders to validate their claim for points
5. ☐	OR An EME or QSE or any entity which is at least 51% owned by **youth**. (only one specific goal is applicable between specific goal number 4 and specific goal number 5 under 90/10 Preference Point System)		South African Social Security Agency (SASSA) registration Or National Council for Persons with Physical Disability in South Africa registration (NCPPDSA) ID Copy Or CSD Report Or CIPC (company registration)

1.6 Failure on the part of the tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals, if the service provider/ tenderer did not submit proof or documentation required to claim for specific goals will be interpreted to mean that preference points for specific goals are not claimed.

1.7 The organ of state reserves the right to require of a service provider/tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No.

5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \text{ or } \qquad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \text{ or } \qquad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. An EME or QSE or any entity which is at least 51% owned by **Historically Disadvantaged Individuals** (HDI)	4	10		
2. **Located** in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	2		
3. An EME or QSE or any entity which is at least 51% owned by **women**	2	4		

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
4. An EME or QSE or any entity which is at least 51% owned by people with **disability** **or** 5. An EME or QSE or any entity which is at least 51% owned by **youth**.* **(only one specific goal is applicable between specific goal number 4 and specific goal number 5 under 90/10 Preference Point System)**	2	2 2		

Note: *in respect of the 90/10 point system a selection of either disability or youth may be made with an allocation of 2 points for either of them.

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm,

certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

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

PA-11: DECLARATION OF INTEREST AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

Failure to complete this form in full and signed by the duly authorized person, as indicated on PA-15.1 or PA-15.3, shall render the tender non-responsive and will be removed from any and all further contention.

Project title:	***Supply, Transportation, Rigging, Installation, Testing, Decommissioning of the Existing Generators and Commissioning of the new 2 x 1000 KVA Prime Rated Diesel Generators at the Plattekloof Forensic Laboratory.***		
Bid no:	*CPTSC 09/24*	**Reference no:**	

The following particulars must be furnished. In the case of a joint venture, separate declarations in respect of each partner must be completed and submitted.

1. CIDB REGISTRATION NUMBER (if applicable)

2. Any legal person, including persons employed by the State[1]; or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where:

- The bidder is employed by the state; and/or
- The legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name of bidder or his or her representative: .....

3.2 Identity number:.....

3.3 Position occupied in the Company (director, trustees, shareholder[2] ect .....

3.4 Company Registration Number: .....

3.5 Tax Reference umber:.....

3.6 VAT Registration Number: .....

3.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

[1] "State" means –

(a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
(b) any municipality or municipal entity;
(c) provincial legislature;
(d) national Assembly or the national Council of provinces; or
(e) Parliament.

[2] "Shareholder" means –

(a) a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercise control over the enterprise

3.7 Are you or any person connected with the bidder presently employed by the state? ☐ YES ☐ NO

3.7.1 If so, furnish the following particulars:

Name of person / director /trustees/shareholder/ member:.....

Name of state institution at which you or the person

is connected to the bidder is employed .....

Position occupied in the state institution:.....

Any other particulars:

.....

.....

3.8 Did you or your spouse, or any of the company's directors / trustees/shareholders / members or their spouses conduct business with the state in the previous twelve months? ☐ YES ☐ NO

3.8.1 If so, furnish particulars:.....

.....

3.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? ☐ YES ☐ NO

3.9.1 If so, furnish particulars.

.....

.....

3.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between the bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? ☐ YES ☐ NO

3.10.1 If so, furnish particulars.

.....

.....

3.11 Do you or any of the directors /trustees/shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract? ☐ YES ☐ NO

3.11.1 If so, furnish particulars:

.....

.....

4. Full details of directors / trustees / members / shareholders.

Full Name	**Identity Number**	**Personal Tax Reference Number**	**State Employee Number / Persal Number**

5. DECLARATION OF TENDERER / BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

5.1	*Is the tenderer / bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector?* **(Companies or persons who are listed on this database were**	☐ **Yes**	☐ **No**

	informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).		
5.2	*If so, furnish particulars:*		
5.3	*Is the tenderer / bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?* **To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.**	☐ **Yes**	☐ **No**
5.4	*If so, furnish particulars:*		
5.5	*Was the tenderer / bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?*	☐ **Yes**	☐ **No**
5.6	*If so, furnish particulars:*		
5.7	*Was any contract between the tenderer / bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?*	☐ **Yes**	☐ **No**
5.8	*If so, furnish particulars:*		

6. CERTIFICATION

I the undersigned (full name) _____certify that the information furnished on this declaration form is true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

Name of Tenderer / bidder	Signature	Date	Position

This form has been aligned with SBD4 and SBD 8

public works
Department
Public Works
REPUBLIC OF SOUTH AFRICA

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

Tender no: CPTSC 09/24

OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:
Supply, Transportation, Rigging, Installation, Testing, Decommissioning of the Existing Generators and Commissioning of the new 2 x 1000 KVA Prime Rated Diesel Generators at the Plattekloof Forensic Laboratory.

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 responsibilities of the Service Provider 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 OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX (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 award of the tender may be subjected to price negotiation with the preferred tender(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 Service Provider 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:		Natural Person or Partnership:
.....		.....
.....		.....
And: Whose Registration Number is:		Whose Identity Number(s) is/are:
.....	**OR**	.....
And: Whose Income Tax Reference Number is:		Whose Income Tax Reference Number is/are:
.....		.....
CSD supplier number:		CSD supplier number: .....

AND WHO IS (if applicable):

Trading under the name and style of: .....

AND WHO IS:

Represented herein, and who is duly authorised to do so, by:	**Note:**
Mr/Mrs/Ms:	**A Resolution / Power of Attorney, signed by all the Directors / Member / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.**
In his/her capacity as:	

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".

SIGNED FOR THE TENDERER:

Name of representative	Signature	Date

Tender no:

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:

The Service Provider will provide one of the following forms of security:

(1) Cash deposit of 2.5% of the Contract Sum (excl. VAT) **Yes** ☐ **No** ☐

(2) Variable guarantee of 2.5% of the Contract Sum (excl. VAT) (DPW-10.5: FM) **Yes** ☐ **No** ☐

(3) Retention of 2.5% of the Contract Sum (excl. VAT) **Yes** ☐ **No** ☐

(4) 1.25% cash deposit and 1.25% retention of the Contract Sum (excl. VAT) **Yes** ☐ **No** ☐

NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the 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.

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.....

Bank Account No. ..... Branch Code .....

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

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 Service Provider 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.

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".

public works
Department
Public Works
REPUBLIC OF SOUTH AFRICA

Tender no: CPTSC 09/24

The terms of the contract, are contained in:

Part 1 Agreements and contract data, (which includes this agreement)
Part 2 Pricing data
Part 3 Scope of work.
Part 4 Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

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 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, if delivered by hand on the day of delivery, or if delivered by courier within two working days after submission by the Employer to the courier services for a door-to-door delivery to the tenderer, provided that the Employer notifies the tenderer of the tracking number within 24 hours of such submission. Unless the tenderer (now Service Provider) within seven working days of the date of such submission notifies the Employer in writing of any reason why he cannot accept the contents of the schedule of deviation to this agreement if applicable), this agreement shall constitute a binding contract between the parties.

For the Employer:

Name of signatory	Signature	Date

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

WITNESSED BY:

Name of witness	Signature	Date

public works
Department
Public Works
REPUBLIC OF SOUTH AFRICA

Tender no: CPTSC 09/24

Schedule of Deviations

1.1.1.	**Subject:**
Detail:	

1.1.2.	**Subject:**
Detail:	

1.1.3.	**Subject:**
Detail:	

1.1.4.	**Subject:**
Detail:	

1.1.5.	**Subject:**
Detail:	

1.1.6.	**Subject:**
Detail:	

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

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

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

DPW-16 (EC): SITE INSPECTION MEETING CERTIFICATE

Project title:	***SUPPLY, TRANSPORTATION, RIGGING, INSTALLATION, TESTING, COMMISSIONING OF 2 X 1000 KVA PRIME RATED DIESEL GENERATORS AT THE PLATTEKLOOF FORENSIC LABORATORY.***		
Tender no:	*CPTSC 09/24*	**Reference no:**	
Closing date:	*24/06/2024*		

This is to certify that I, _____ representing

_____ in the company of

_____ visited the site on:

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

Name of Tenderer	Signature	Date

Name of DPW Representative	Signature	Date

Department
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

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

Project title:	***Supply, Transportation, Rigging, Installation, Testing, Decommissioning of the Existing Generators and Commissioning of the new 2 x 1000 KVA Prime Rated Diesel Generators at the Plattekloof Forensic Laboratory.***		
Tender no:	*CPTSC 09/24*	**Reference no:**	

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

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

Name of Tenderer	Signature	Date

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

public works & infrastructure
Department
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender no: CPTSC 09/24

Name of Tenderer ..... ☐ EME[1] ☐ QSE[2] ☐ 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.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
2.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
3.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
4.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
5.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
6.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
7.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
8.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
9.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
10.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
11.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
12.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No

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

[1] EME: Exempted Micro Enterprise
[2] 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) ÷ 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*

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 Parities 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.

1. SECTION – SCOPE OF WORK-GENERAL

1. Intent of Specification

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

2. Standards and Codes

All work and equipment shall be in accordance with the requirements of SABS 0142 and shall comply with the Occupational Health and Safety Act, No 85 of 1993 and current regulations of all other codes applicable to this work.

3. Regulations

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

a) The latest issue of SABS 0142: "Code of Practice for the Wiring of Premises",

b) The Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended,

c) The Local Government Ordinance 1939 (Ordinance 17 of 1939) as amended and the municipal by-laws and any special requirements of the local supply authority,

d) The National Building Regulations and Building Standards Act 1977 (Act 103 of 1977) as amended,

e) The Electricity Act 1984 (Act 41 of 1984) as amended and

f) The Regulations of the local Gas Board where applicable.

4. Scope of Work

Supply, Transportation, Rigging, Installation, Testing, Commissioning and maintenance of 2 x 1000 KVA Prime Rated Diesel Generators and decommissioning, termination, rigging, Design supply and install +/- 150 meters of stainless steel exhaust for the mention generators including laggings and transportation of existing generators to specified location.

This will include for construction of all foundations, plinths, openings, and rebates etc., required by the Contractor for the installation of the equipment.

5. Co-ordination

The DPW&I shall not bear liability for any financial implications resulting from delays due to a lack of co-ordination by the Contractor.

6. Test Certificates and Inspections

The following tests are to be carried out:

(a) After completion of the works and before first delivery is taken, a full load test will be carried out on the installation for a period of sufficient duration to determine the satisfactory working thereof. During this period the installation will be inspected

and the contractor shall make good, to the satisfaction of the Representative/Agent, any defects which may arise.

(b) The Contractor shall provide all instruments and equipment required for testing and any water, power and fuel required for the commissioning and testing of the installation at completion.

(c) Test reports as specified under (a) is to be submitted to the facilities management official.

7. Guarantee

The equipment shall be installed with a twelve months manufacturer's warranty.

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

During this period the contractor will undertake to arrange that the equipment be inspected at an intervals that does not exceed the period of three (3) months for the period of 12 Months and shall: -

(a) Grease and oil moving parts, where necessary.

(b) Check the air filter and, when necessary, clean the filter and replace oil filter.

(c) Check the lubricating oil and top-up when necessary.

(d) After the equipment has run one oil change for the number of hours stipulated by the manufacturers, drain the sump and refill with fresh lubricating oil. The reading of the hour meter on the switchboard will be taken to establish the number of hours run by the equipment.

(e) Replace the lubricating oil filter element at intervals recommended by the engine manufacturer

(f) Check and when necessary adjust the valve settings and the fuel injection equipment.

(g) Check the battery and top-up the electrolyte when necessary.

(h) Test-run the equipment for 0,5 hour on a Monthly basis and check the automatic starting with simulated faults on the mains, the proper working of all parts, including the electrical gear the protective devices with fault indicators, the changeover equipment and the battery charger. Then make the necessary adjustments.

(i) Clean the equipment and its components.

(J) Inspection must be conducted by qualified/competent artisan.

(k) Detail report must be submitted to the Department after inspection.

(l) The Bidder shall submit to the Department any suppliers or factory guarantee of repaired or replaced components together with his invoice and shall ensure that such guarantees are not jeopardised in any way. All new parts, components and material used in this contract shall be guaranteed for a period of at least 12 months.

8. Materials and Workmanship

(a) The work throughout shall be executed to the highest standards and to the entire satisfaction of the Officer in charge who shall interpret the meaning of the Contract Document and shall have the authority to reject any work and materials which, in his judgement, are not in full accordance therewith. All condemned material and workmanship shall be replaced or rectified as directed and approved by the Officer-in-charge.

(b) All work shall be executed by qualified Artisan/**Competent person as per OHSACT, act 85 of 1993, under Construction Regulation**.

(c) The Contractor shall warrant that the materials and workmanship **shall be of the SABS Standard,** that the equipment shall be installed in a practical and first-class manner in accordance with the best practices, ready and complete for full operation.**(SANS 0142)**

(d) It is specifically intended that all material or labour which is usually provided as part of such equipment as is called for and which is necessary for its proper completion and operation shall be provided without additional cost whether or not shown or described in the contract document.

(e) All components and their respective adjustment, which do not form part of the equipment installation work, but influence the optimum and safe operation of the equipment shall be considered to form part of, and shall be included in the Contractor's scope of works.

(f) All control equipment and serviceable items shall be installed and positioned such that they will be accessible and maintainable.

(g) The Contractor shall make sure that all safety regulations and measures are applied and enforced during the installation and guarantee periods to ensure the safety of the public and the User Client.

(h) The Contractor is to include for all scaffolding required to complete the work required.

(i) New parts, components and material shall conform to SANS 9001/SABS Standard.

9. Imported Content

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

10. Brochures

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

11. Submittals

The following information must accompany the tender documents.

(a) The design of the control system to comply with the requirements for automatic starting, stopping, interlocking and isolation as specified.

(b) Curves furnished by the engine makers, showing the output of the engine offered against the speed, for both intermittent and continuous operation as well as fuel consumption curves when the engine is used for electric generation.

The successful Tenderer must, after installation, submit detailed drawings and wiring diagrams of the equipment and the switchgear.

12. TRAINED STAFF

(a) Bidders are to note that the equipment to be installed under this contract is of utmost strategic importance to the Department and full proof of the Bidders ability to satisfactorily perform the repairs and servicing is necessary.
(b) The Bidder shall use Qualified, competent staff directly employed and supervised by himself/her.
(c) All Technician's/Artisan's certificates of qualification, CVs and ID copies shall be submitted with the bid document.
(d) The technicians must have a relevant qualification in Electrical Trade- **Trade test, Three Phase Wireman License** and **N3 certificate or more**. They must be able to demonstrate extensive experience and technical know-how in the general GENERATOR industry. The technician is expected to be familiar with the current SABS standards, share the best practices and solutions with the representatives of the Department of Public Works and Infrastructure.
(e) Only South African Citizens will be allowed to work in this project due to the Department dealing with National Key Points. (Because the Client is a National Key Point, it is for this reason foreigners won`t have access to the facility.
(f) **A consolidated BBBE certificate will be accepted.**

13. DRESS CODE

(a) Workers must have a company work suit with the company logo on it while on duty.
(b) The dress code must adhere to the OHSA act 85 of 1993 in terms of protection for all workers for this particular project,
(c) Failure to adhere to the above criteria will result in the workers not gaining entry to any site for this particular project.

14. MANAGEMENT AND EXECUTION OF WORK.

The Bidder undertakes to:

(a) Take adequate precautions to prevent damage to buildings, to fittings and furnishing inside the premises and elsewhere on site;
(b) Accept liability and indemnifies the Department against any claims whatsoever arising from his conduct and/or the conduct of his/her employees;
(c) It is of the utmost importance that the Bidder whilst executing work to check for necessary clearance and reflective protection clothing and demarcating is done before any work commence;
(d) Perform the Installation, Programming, Commissioning and signing off (Guaranteeing) of 2 x 1000 KVA Indoor Emergency Prime Generator Sets.

EQUIPMENT REQUIREMENTS

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EQUIPMENT REQUIREMENTS

1. Engine

1.1 General

New Generator

The engine must comply with the following requirements, must be of the automized injection, compression ignition type, running at a speed not exceeding 1500 r.p.m, 400V, 3 phase, 50HZ, prime rated output rating 1000 KVA, and 0.8 PF at an altitude of 2200m ASL and 30°C., Emissions NOx: 0, 5 g/hp-h, Full load oil consumption 0.18 g per hour, Electric starter voltage-24 volts

The engine must be amply rated for the required electrical output of the set, when running under the site conditions. The starting period for either manual or automatic switching-on until the taking over by the generating set, in one step, of a load equal to the specified site electrical output, shall not exceed 15 seconds. This must be guaranteed by the Tenderer.

Old Generators

Decommission, termination and rigging of old generator with the new prime output rating of 2 x1000KVA Diesel Generators sets. Old Generator sets must be transported to Customs House.

1.2 Rating

The sets shall be capable of delivering the specified output continuously under the site conditions, without overheating. The engine shall be capable of delivering an output of 50 % of the specified output for one hour in any period of 6 hours consecutive running in accordance with the manufacturer specifications.

1.3 Starting and Stopping

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

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

1.4 Starter Battery

The set must be supplied a fully charged lead-acid type battery, complete with necessary electrolyte. The battery must have sufficient capacity to provide the starting torque stipulated by the engine makers. The battery capacity shall not be less than 80 Ah and shall be capable of providing three consecutive start attempts from cold and thereafter a fourth attempt under manual control of not less than 20 seconds duration each. The battery must be of the heavy duty "low maintenance" type, house in a suitable battery box.

1.5 Automatic Change-over System

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

1.6 By-pass Switch and Main Isolator

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

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

1.7 Start Delay

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

1.8 Stop Delay

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

2. Installation

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

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

3. Warning Notices

Notices must be installed in the generator rooms as per OHSA Act, **act 85 of 1993, under Electrical Machinery Regulations, "NOTICE".** The contents of these notices are summarised below.

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

Lettering must be black on a yellow background.
Notices (a) must be installed outside next to the entrance of the generator room and (b-d) inside the generator room.

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

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

TECHNICAL SPECIFICATION

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TECHNICAL SPECIFICATION

1. General

The DPW&I is seeking to appoint a sufficiently experienced service provider to supply, transportation, rigging, installation, testing, commissioning of 2 x 1000 KVA Prime Rated diesel generators and decommissioning of the existing Generators, termination, rigging, install +/-150 meters of stainless exhaust for the mention generators including laggings and transportation of old generator at the Plattekloof Forensic Laboratory to Customs House Building.

2. Objective

To provide an added level of assurance to business operations by ensuring uninterrupted power supply in the event of a power outage.

3. Scope of Work

- The service provider must supply, install and commission the Emergency Power Supply System.
- All work and equipment shall be in accordance with the approved SABS Standards and shall comply with the Occupational Health and Safety Act, No 85 of 1993 and current regulations of all other codes applicable to this work.
- It is the contractor's responsibility to ensure that all circuits are designed to carry the load. The contractor must ensure that the phases are properly balanced.
- Circuit breakers, isolators and wiring to be correctly sized for each unit as per SANS 10142 wiring regulations.
- The Contractor shall ensure that 200L fuel is provided for testing and commissioning.
- The contractor is responsible to provide cable routes and cabling from main DB to the Generator set.
- PVC Conduit should be terminated in wall or extension boxes by means of adaptors.
- Earth continuity shall be maintained throughout the complete installation.

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

4. Registration Requirements

The bidding service provider must be registered with any Electrical Board in South Africa, as proof thereof; a copy of registration may be requested during evaluation processes.

5. Cabling

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

6. Detailed Specifications

ITEM	DESCRIPTION	QTY	PICTURE / DRAWING / NOTES
6.1	**Generators:** **Ultra-Silent Generator (New Generator)** • Three-phase, • Rated Frequency 50 Hz • Standby Power output 1100 KVA • Prime Rated Power output KVA 1000 KVA • Rated power 888KW • Automatic Mains Failure and Automatic Transfer Switching (AMF + ATS), • More Powerful Performance; • Hands-off Operation; • Safer Power for Sensitive Electronics; • Easier Service and Installation; • **Meets environmental requirement** • Low noise - must not exceed 85 dBA running for 8 hours. **Faulty Generator** • Rated output 1000 KVA • Decommissioning • Disconnection • Termination • Rigging • Transportation of faulty generators to Customs House.	2	
6.2	**Compliance:**		
6.2.1	• 12 months warranty • A consolidated BBBEE certificate will be accepted. • The existing cables are still in good condition, however the highest scoring bidder may test the cable before he/she commence with the installations. • Dyno Test Certificate from the Manufacturer must be		

	submitted by highest scoring bidder after the installations. . Compulsory onsite full load test must be conducted after the Installation.		
6.2.2	• Certificate of compliance (COC) after installation, testing and commissioning • Installation circuit diagram must be submitted by the highest scoring bidder when handing over the project.(Drawing).		
6.2.3	• Day Tank Storage- Currently there is Existing Day Tank onsite for the two Generators.		
6.3	**Site Assessment**		
6.3.1	Site assessment to be conducted at Plattekloof Forensic Laboratory		
6.4	**Transportation, rigging, and installation to and from Plattekloof Forensic Laboratory**		
	Old generators must be transported to Customs House Building		
6.5	**Service Level agreement**		
6.5.1	The SLA will provide for the following: •Escalation procedure on who to contact in case of a problem/emergency experienced •Turn-around time on responding to call-outs: Normal call-outs: 8 hours Emergency call-outs: 1 hour •Turn-around time on resolving faults: 1 day		
6.6	**Qualified Staff** • Copies of CVs, IDs and Qualifications may be requested before the award. • Only South African Citizens will be allowed to work in this project due to the Department dealing with National Key Points facility.		

7. Output And Voltage

- Load voltage : 400 Volt
- Rating : KVA1000 KVA 1000 KVA
- Rated Frequency : 50-60Hz

The generator set is required to feed the following electrical load:

- Emergency Lighting
- Dedicated plugs
- Computers
- Network Switch
- UPS
- Data Centre

8. Tender Briefing Session

- A compulsory briefing session will be held at the Plattekloof Forensic Laboratory, 47 Silwerboom Avenue, Plattekloof 3, Cape Town, 8000. Travel and accommodation costs will be on the service provider's account.

9. Invitation to Tender

- To be considered, each bidder must submit a completed set of the prescribed documents attached to this tender documents , accompanied by its proposal, to the DWP&I, not later than..... on 2024

10. Incurring of costs:

- The DPW&I will not be liable for any cost incurred by any vendor/bidder prior to signing of a binding contract by parties concerned.

11. Communication during the tender Process:

- Any communication with respect to this tender should be directed to the people below:

Technical Enquiries	
Name:	AILWEI NEKHWEVHA
E-mail:	Ailwei .Nekhwevha@dpw.gov.za

Or

Administrative Enquiries	
Name: Riana Mouton	021 402 2706
E-mail:	Riana.Mouton@dpw.gov.za

- Any communication during the tender process should be addressed by e-mail. Telephonic queries will not be entertained.
- All e-mail correspondence must contain the tender number in the subject line. All queries will be consolidated and responded to in writing.

12. Submission Requirements

- Responses to this tender must be submitted between 07h30 and 16h00 (Monday to Friday, excluding public holidays); on the closing date submissions must be done before 11h00.

- It is the responsibility of the service provider to record their submission in the register which will be provided at the DPW&I reception desk.

13. Site Information

13.1 Location

OFFICE NAME	PROVINCE	Floor	GENERATOR LOCATION
Plattekloof Forensic Laboratory	Western Cape	Ground Floor – Generator Room.	Ground Floor

14. Completion Time

The Contractor shall ensure that the generator is commissioned within **2 months** after the awarding of the tender.

SCHEDULES OF EQUIPMENT

1 **ENGINE**

1.1 COMMERCIAL

Name of Manufacturer	_____
Country of Origin	_____
Manufacture Type No.	_____
Make of fuel injection system	_____
Make of governor	_____
Noise level	_____
Emission level	_____
Governor type no.	_____

1.2 MECHANICAL DATA

Nominal speed (rpm)	_____
Number of cylinders	_____
Strokes per working cycle	_____
Bore (mm)	_____
Stroke (mm)	_____
Swept volume (litres)	_____
Mean piston speed (m/s)	
Compression ratio	_____
Method of starting	_____
Number of starter motors	_____
Method of cooling	_____
Type of heater	_____
Capacity of heater (kW)	_____
Method of protection against high temperature and low oil pressure	_____
Mass of engine (kg)	_____

	Is the engine turbo-charged?	(yes/no)_____
1.3	RATING	
	Continuous standby sea level rating after allowing for ancillaries (kW)	_____
	For altitude (%)	_____
	For temperature (%)	_____
	For humidity (%)	_____
	Total percentage derating	_____
	Nett continuous site output	_____
	Minimum time for assumption of full load (s)	_____
	Are performance curves attached (yes/no)	_____
	Is the engine strictly in accordance with specification (yes/no)	_____
1.4	MAINTENANCE INTERVALS	
	Lubricating oil change after (hours)	_____
	Oil filter element change after (hours)	_____
	Fuel filter element change after (hours)	_____
	Air filter element change after (hours)	_____
1.5	PERFORMANCE	
	Fuel consumption of the complete set at site in litres of electrical output:	
	Full load	_____
	70% load	_____
	50% load	_____

2 ALTERNATOR

2.1 COMMERCIAL

Name of Manufacturer _____

Country of origin _____

Manufacturer's type No. _____

2.2 ELECTRICAL DATA

Terminal voltage _____

Method of excitation _____

Transient voltage dip after Instantaneous application of full load _____

Voltage recovery (ms) _____

Steady state voltage regulation _____

Class of winding insulation (F/H/200) _____

Is the alternator brushless? (yes/no) _____

Is the insulation tropicalised? (yes/no) _____

2.3 MECHANICAL DATA

Nominal speed (rpm) _____

Maximum percentage overspeed _____

Number of bearings _____

Type of bearings _____

Mass of alternator (kg) _____

2.4 PERFORMANCE

Derating for site conditions (%) _____

Efficiency @ Cos Phi (lagging) _____

Full load (%) _____

75% Load _____

50% Load

3 **CONSTRUCTION**

3.1 GENERAL DETAILS

Type of base	_____
Type of coupling	_____
Type of battery	_____
Voltage of battery (V)	_____
Capacity of battery (Ah)	_____
Capacity of fuel service Tank (litres)	_____
Are electric fuel pumps provided (yes/no)	_____
Type of silencer	_____

END OF THE SPECEFICATION

PRICING SCHEDULE – FIRM PRICES

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

Name of bidder..... Bid number.....

Closing Time and Date: .....

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

Item no.	Description	Unit	Qty	Rate	Amount
	All material and workmanship must be of the highest standard and must comply with relevant SABS Standards and in accordance with all the relevant specifications. Where applicable, the material shall carry the SABS mark of approval.				
1	**New Generator**				
1.1	Complete 2 X 1000 KVA Diesel Driven Prime Rated Generator Sets, including Batteries.	No	2	R	R
1.2	Site Assessment.	Sum	1	R	R
1.3	Delivery, Rigging, and Installation.	Sum	2	R	R
1.4	Supply 200L of Testing Fuel per Generator.	Sum	400L	R	R
1.5	Monthly Inspection and Testing of the Generators.	No	12 Months	R	R
1.6	Programming of existing AMF Panel including Automatic Changeover.	No	2	R	R
1.7	Supply and install the fuel/ water separator with automatic water damp	No	2	R	R

2	**Electrical Installation**				
2.1	Re-installation of existing cables and BCEW to be re-terminated in the new distribution board:	No	2	R	R
2.2	Allowance for supply and installation of new cables for two Generators. 185 mm2-Single core HO7 cable ,Including lugs	m	200m	R	R
2.3	Allowance for supply and installation of new BCEW cable for two Generators. 95 MM2 including Lugs	m	100m	R	R
2.4	Supply and install control cabling for two Generators. 2,5 mm2-14 core armoured cable	m	100	R	R
2.5	Installation of +/_150 meters of stainless steel exhaust for the mention Generators including laggings.	m	150m	R	R
2.6	Allowance for supply and installation of new AMF Panel including Automatic Changeover, Including the Breakers.	No	2	R	R
2.7	Statutory Signage OHS act Allow for labelling of equipment and relevant danger notices for two Generators.	No	**1**	**R**	**R**
3	**Commissioning & Handover**				
3.1	Commissioning of entire installation after completion and issuing of compliance certificate.	Sum	1	R	R
3.2	Compilation of **2 Sets** of Operating & Maintenance manuals, as to include all equipment data as specified.	Sum	1	R	R

3.3	12 Month Maintenance Service (3 Month intervals)	Sum	2	R	R
3.4	Statutory Signage OHS act Any other items required for the successful completion of the work but not included in this bill of material. Please specify.	Sum		R	R
4	**Existing Generator**				
4.1	Disconnecting of existing generator cabling and removal of the existing 1000 KVA generator set and transportation to Customs House.	sum	2	**R**	**R**
4.2	Allowance for the cleaning of the outside walls, Generator Rooms.	sum	1	**R**	**R**
4.3	Allowance for any Mechanical works in the Generator Rooms (Ventilation) (Any Possible replacement and Repairs)	sum	1	**R**	**R**
Total Exl Vat (Carried forward to summary page)				**R**	**R**

FULL SUMMARY.

FULL SUMMARY			
Page No	**Form**	**Office**	**Total**
			R
Sub Total (VAT Inclusive, If vat vendor)			R
Grand Total (VAT included, If vat vendor)			**R**

GRAND TOTAL TO BE CARRIED OVER TO DPW-07(FM) FAILURE TO TRANSFER THE TOTAL PRICE TO DPW-07 (FM) WILL RENDER YOUR BID NON-RESPONSIVE.

public works
& infrastructure
Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

Supply, Transportation, Rigging, Installation, Testing, Commissioning of 2 x 1000 KVA Prime Rated Diesel Generators at the Plattekloof Forensic Laboratory:

OCCUPATIONAL HEALTH AND SAFETY

HEALTH AND SAFETY SPECIFICATION

FOR

MAINTENANCE / SERVICE CONTRACTS

OCCUPATIONAL HEALTH

AND

SAFETY ACT

AND

REGULATIONS

PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION

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Task Completion Form

4. **ANNEXURE B**

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Other Requirements

6. **ANNEXURE D**

Initial Hazard Identification and Risk Assessment

1. INTRODUCTION AND BACKGROUND

1.1 Background to the Pre-Construction Health and Safety Specification

1) The Construction Regulations of July 2003 in terms of Regulation 4(1)(a) places the onus on the Client to prepare a Pre-Construction Health and Safety Specification, highlighting all risks not successfully eliminated during design. Section 37.2 of the Act, Act 85 of 1993 requires the Department of Works as an Employer to enter into a written agreement with the Contractor (Mandatory) as far as arrangements and procedures are concerned to ensure that the Contractor complies with the requirements of the Act, Act 85 of 1993 and all its Regulations.

2) This document serves to address all the above mentioned requirements and by submission of his/her tender the Contractor undertakes to abide with the conditions as stipulated by the Department of Works hereinafter referred to as the Client throughout this document.

3) This documentation will give the Client or its duly appointed representative the required information to be able to evaluate the Contractors competency and resources as is required by Regulation 4 (2)(4) of the Construction Regulations of July 2003 and to determine his/her suitability to perform such work in a safe and healthy manner.

4) When submitting his/her tender the Contractor must supply the Client with the following:

- A detailed Site Safety Plan indicating how the contractor will manage all Safety, Health and Environmental aspects whilst working on the Clients premises or on premises under his/her control, which must be based on the contents of this document as is required by Regulation 5 (1) of the Construction Regulations of July 2003.

- A Cost breakdown of funds being allocated to make adequate provisions for Safety, Health and Environmental requirements as is required by Regulation 4 (1)(h) of the Construction Regulations of July 2003

5) No approval or acceptance of any document required by this specification shall be construed by the Contractor as an absolvent of the Contractor from achieving the required level of performance and compliance with legal requirements whatsoever.

6) The Contractor is an employer in his/her own right and therefore must assume all the responsibilities as required from any legal obligation imposed on him or her.

1.2 Purpose of the Pre-Construction Health and Safety Specification

To assist in achieving compliance with the Occupational Health and Safety Act 85/1993 and the now promulgated Construction Regulations of July 2003 in order to reduce incidents and injuries.

The Pre-Construction Safety, Health and Environmental Specification sets out the requirements to be followed by the Principal Contractor and other Contractors so that the Health and Safety of all persons potentially at risk and the potential risk to the environment may receive the same priority as other facets of the project such as Scope, Time, Cost and Quality.

1.3 Implementation of the Pre-Construction Health and Safety Specification

This specification forms an integral part of the contract, and the Contractor is required to use it at pre-tender phase when drawing up his/her project-specific Construction Phase Health and Safety Plan as indicated above. The Principal Contractor shall forward a copy of this specification to all Sub-Contractors at their bidding stage so that they can in turn prepare Health and Safety Plans relating to their operations.

2. PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION

2.1 SCOPE

This Specification covers the requirements for eliminating and mitigating incidents and injuries on the particular project.

The scope also addresses legal compliance, hazard identification and risk assessment, risk control, and promoting a Health and Safety culture amongst those working on the project. The specification also makes provision for the protection of those persons other than employees.

2.2 Contractual Issues

1) Due to fact that this document is based on legislative requirements the Client requires that all Contractors comply with the requirements of this document and all other relevant legislative requirements not covered by this document.

2) The Client or its duly appointed representative reserves the right to stop any contractor from working whenever Safety, Health or Environmental requirements are being violated. Any resultant costs of such work stoppages will be for the Contractors account.

3) The requirements as specified by the Client in this document must not be deemed to be exhaustive and the Client reserves the right to make changes as and if the Client deems fit.

4) The Client will not entertain any claim of any nature whatsoever which has come about as result of costs incurred or delays being experienced due to the Contractor not complying with the requirements of this document or any other applicable legislative requirements imposed on the Contractor.

2.3 Safety, Health and Environmental Standards and Procedures

1) The Contractor will ensure that all work performed by him/her is executed in

accordance with work procedures which comply with accepted safety practices and applicable safety, health and Environmental legislation.

2) Procedures as indicated above may be the Contractors own procedures on condition that they comply with the conditions as stipulated above.

3) Where procedures have been specified by this Client in the contents of this document such procedures must be adhered to unless otherwise agreed to with the Client or it's duly appointed representative.

2.4 Interpretations

2.4.1 APPLICATION

This specification is a compliance document drawn up in terms of South African legislation and is therefore binding. It must be read in conjunction with relevant legislation as noted previously.

2.4.2 DEFINITIONS

1) The definitions as listed in the Occupational Health and Safety Act 85/1993 and Construction Regulations of July 2003 shall apply unless otherwise stipulated.
2) Any reference to "The Contractor" includes – the Principal and Sub - Contractor unless otherwise stipulated.

2.5 Minimum Administrative Requirements

2.5.1 Notification of Intention to Commence Construction Work

1) The Contractor shall notify the Provincial Director of the Department of Labour in writing before construction work commences if required in the format of Annexure A. A copy of this notification must be forwarded to the Client prior to the commencement of Construction work.

2) Copies of such notification can be obtained from any Department of Labour Office.

i. Assignment of Contractor's Responsible Persons to Supervise Health and Safety on Site.

1) The Contractor shall submit in the format of Annexure B, proof of all supervisory as well as any other relevant appointments as is required by the OHS Act and the Construction Regulations.

2) It is acknowledged that the Contractor may need to allocate more than one appointment to certain staff members. This practice may only take place if Safety, Health and Environmental Standards would not be negatively affected.

4) Should the Client or its representative deem such practice as having a negative affect on Safety, Health and Environmental Standards, then alternative arrangements will have to be made.

5) A contractor shall upon having considered the size of the project, the degree of dangers likely to be encountered or the accumulation of hazards or risks on the site, appoint a fulltime or part time construction safety officer in writing to assist in the control of all safety related aspects on the site.

2.5.2 Competency of Contractor's Appointed Competent Persons

1) Contractors' competent persons for the various risk management portfolios shall fulfill the criteria as stipulated under the definition of "Competent Person" in accordance with the Construction Regulations of July 2003 and the Occupational Health and Safety Act, Act 85 of 1993.

2) The Client reserves the right to require levels of Competency, which exceeds the requirements as stipulated by the Act and or Construction Regulations.

3) In the event of the Client requiring additional levels of Competency, alternative arrangements will have to be made.

ii. Compensation of Occupational Injuries and Diseases Act, Act 130 of 1993 (COID ACT)

1) The Contractor warrants that his and all his workmen are fully covered in terms of the COID, Act 130 of 1993 and that such cover shall remain in force for the duration of his contractual relationship with the Client or whilst working on the Clients premises or premises under the Clients control.

2) The Contractor will supply proof of such insurance cover to the Client with his/her tender submission.

3) The Contractor undertakes to ensure that all Sub-Contractors appointed by him/her will be fully covered in terms of the COID Act, Act 130 of 1993 and that such cover shall remain in force for the duration of their contractual relationship with the Contractor

3) The Contractor must also ensure that he has additional insurance cover that will adequately make provisions for any losses and/or his employee's acts and/or omissions whilst working on the Clients premises or on premises under the client's control

.2.5.3 Occupational Health and Safety Policy

1) The Contractor shall submit a Health and Safety Policy signed by the Chief Executive Officer.
2) The Policy must outline objectives and how they will be achieved and implemented by the Company / Contractor.
3) A copy of such policy must be included in the Site Safety Plan and the Site Safety File.

2.5.4 Health and Safety Organogram

1) The Contractor shall submit an Organogram, outlining the Health and Safety Site Management Structure including the relevant appointments / competent persons.
2) In cases where appointments have not been made, the organogram shall reflect the intended persons to be appointed to such positions.
3) The organogram shall be updated when there are any changes in the Site

Management Structure.

2.5.5 Preliminary Hazard Identification and Risk Analysis and Progress

Hazard Identification and Risk Analysis

1) A Preliminary Hazard Identification and Risk Analysis was conducted and can be found in the format of Annexure D. This Hazard Identification and Risk Analysis was performed to make the Contractor aware of potential Hazards, which could be present on the site and may not be comprehensive.

2) The Contractor shall cause a Hazard Identification and Risk Analysis exercise to be performed by a Competent Person before commencement of construction work, and the assessed risks shall form part of the Construction phase Health and Safety Plan submitted for approval by the Client. The Risk Assessment must include:

a) A list of hazards identified as well as potentially hazardous tasks;
b) A documented risk assessment based on the list of hazards and tasks;
c) A set of safe working procedures to eliminate, reduce and/or control the risks assessed;
d) A monitoring and review procedure of the risks assessment as the risks change.

3) The Principal Contractor shall ensure that all Contractors are informed, instructed and trained by a Competent Person/s regarding hazards, risks and related safe work procedures before any work commences and thereafter at regular intervals as the risks change and as new risks develop.

4) The Contractor shall be responsible for ensuring that all persons who could be negatively affected by its operations are informed and trained according to the hazards and risks and are conversant with the Safe Work Procedures, control measures and other related rules (tool box talk strategy to be implemented and so on).

5) Should the Client or its duly appointed Representative identify alternative hazardous activities performed by the Contractor or its Sub-Contractors on site for which a Risk Assessment was not performed then the contractor will be required to perform such an exercise before continuing such work.

2.5.6 Health and Safety Representative(s)

1) The Contractors shall ensure that Health and Safety Representative(s) are appointed under consultation and trained to carry out their functions.
2) The appointments must be in writing and the Health and Safety Representative shall carry out regular inspections, keep records and report all findings to the Responsible Person forthwith and at Health and Safety meetings.

2.5.7 Health and Safety Committees

The Principal Contractor shall ensure that project Health, Safety and Environmental meetings are held monthly or as deemed necessary by the project requirements.

1) Minutes must kept on record and filled in the Site Health and Safety File.
2) Meetings must be organized and chaired by the Principal Contractors' Responsible Person.

2.5.8 Health and Safety Training

.1 Induction

1) The Principal Contractor shall ensure that all site personnel undergo a site-specific Health and Safety Induction Training Session before starting work. A record of attendance shall be kept in the Health and Safety file. A suitable venue must be supplied to provide this training.

2) All visitors to the site must also be subjected to site-specific induction training highlighting items such as steps to follow in the event of an emergency, restricted areas and so on.

. 2 Awareness

The Principal Contractor shall ensure that, on site, periodic toolbox talks take place daily. These talks should deal with risks relevant to the construction work at hand. A record of attendance shall be kept in the Health and Safety File. All Contractors have to comply with this minimum requirements.

3 Competency

1) All competent persons shall have the knowledge, experience, training, and qualifications specific to the work they have been appointed to supervise, control, and carry out.

2) The abovementioned competency requirements will be assessed on a regular basis by the Client, by means of Audits, Progress Meetings, and any other means deemed fit by the Client.

3) The Principal Contractor is responsible to ensure that competent Contractors are appointed to carry out construction work and records should be kept of criteria used to determine competency.

4) The Client reserves the right to require competencies which may exceed the Contractors standards in which case alternative arrangements will have to be made to meet the Clients requirements.

2.5.9 General Record Keeping

1) The Contractors shall keep and maintain Health and Safety records to demonstrate compliance with this Specification, with the OHS Act 85/1993; and with the Construction Regulations of July 2003.

2) The Contractor shall ensure that all records of incidents/accidents, training, inspections, audits, and so on are kept in a Health and Safety file held in the Site Office.

3) The Principal Contractor must ensure that every Contractor opens his/her own Health and Safety file, maintains the file and makes it available on request by any duly authorized person.

2.5.10 Health and Safety Audits, Monitoring and Reporting.

1) The Client shall conduct monthly Health and Safety audits of the work operations including a full audit of physical site activities as well as an audit of the administration of Health and Safety.

2) The Principal contractor is obligated to conduct similar audits on all Contractors appointed by him/her.

3) Detailed reports of the audit findings and resultant corrective measures shall be reported on at all levels of project management meetings/forums.

4) Copies of the Clients audit reports will be forwarded to the Contractor and must be kept in the Site Health and Safety File.

5) The Principal Contractor must audit the activities and administration of all appointed Sub-Contractors, forward a copy to the Client or its representative within seven days of completion of the audit and file a copy on the Site Safety File.

2.5.11 Emergency Procedures/Plans

1) The Principal Contractor shall submit a detailed Emergency Procedure/Plan for approval by the Client prior to commencement of work on site. The procedure shall detail the response plan/s including the following key elements:

- List of key competent personnel;
- Details of emergency services;
- Actions or steps to be taken in the event of the specific types of emergencies;
- Information on hazardous material/situations.

2) Emergency Procedures/Plans shall include, but shall not be limited to, fire, spills, use of hazardous substances, bomb threats, major incidents/accidents major and minor and any other anticipated emergencies.

3) The Principal Contractor shall advice the Client in writing forthwith, of any emergencies, together with a record of action taken. A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc) must be maintained and be available to site personnel.

4) Emergency procedures/Plans must be developed by a competent person such as an Safety, Health and Environmental Officer or in the absence of a Safety, Health and Environmental Officer by the Construction Work Supervisor.

5) Emergency Procedures/Plans must form part of the Agenda of monthly safety meetings as the Procedures/Plans would have to be revisited on a continuous basis due to the changing environment on construction sites.

2.5.12 First Aid Boxes and First Aid Equipment

1) All Contractors shall appoint in writing First Aider(s) in terms of legislative requirements.

2) The appointed First Aider(s) must be sent for accredited first aid training should they not have received such training prior to commencement of work on site.

3) Valid certificates to be kept on site in the Site Safety File.

4) The Principal Contractor shall provide an on-site First Aid Station with first aid facilities, where required, including first aid boxes adequately stocked at all times.

5) All Contractors with more than 5 employees shall supply their own first aid box.

6) In the event of hazards chemical substances being present on site, first aiders must be trained to address any incidents of accidental exposure and their first aid kits stocked accordingly.

2.5.13 Accident / Incident Reporting and Investigation

1) Injuries are to be categorized into the following categories:

    1) first aid;
    2) medical;
    3) disabling; and
    4) fatal injuries.

2) All Contractors have to report on the 4 categories of injuries to the Principal Contractor as soon as is reasonably practicable.

3) The Principal Contractor must stipulate in his/her construction phase Health and Safety plan how he/she will handle each of these categories.

4) When reporting injuries to the Client, these categories shall be used.

5) All injuries will be investigated by the Principal Contractors or his/her Competent Person, with a report being forwarded to the Client forthwith.

6) The Principal Contractor must report all injuries to the Client in the form of a detailed injury report at least monthly.

7) All incidents taking place in terms of Section 24 of the Act must be reported in the prescribed period and manner to the Department of Labour.

8) Copies of Section 24 reports, including WCL 1 & 2 forms must be forwarded to the Client immediately after completion.

2.5.14 Hazards and Potential Situations

1) The Principal Contractor shall immediately notify other Contractors as well as the Client of any hazardous or potentially hazardous situations that may arise during performance of construction activities.

2) Should a hazardous situation require work stoppages the work must be stopped and corrective steps taken such as Written Safe Work Procedures and issuing of Personal Protective Equipment.

2.5.15 Personal Protective Equipment (PPE) and Clothing

1) The Contractor shall ensure that all workers are issued and wear Hard Hats, Safety Boots/Shoes and Overalls.

2) The Contractor and all Contractors shall make provision and keep adequate quantities of SABS approved PPE on site at all times.

3) The Contractor shall clearly outline procedures to be taken when PPE or Clothing is:

    - Lost or stolen;
    - Worn out or damaged.

4) The above procedure applies to Contractors and their Sub-Contractors.

5) The Contractor must ensure that no person enters the Site without the required Personal Protective Equipment.

6) Visitors to the Site must be provided with the required PPE such as Hard Hats, Earmuffs and Eye Protection.

7) Records of all PPE issued to staff must be kept on site in the Site Safety File.

8) Employees are to be made conversant with the purpose of PPE and where and when it is required to be used by the employee.

9) Safety belts are not to be allowed on site due to its associated potential of injury to the user; only double lanyard safety harnesses are permitted.

11) Suitable eye protection must at all times be worn by the worker when performing

grinding, chipping, chasing and other associated activities.

12) In the event that onlookers may be struck by flying objects as a result of work being performed, suitable screens must be erected.

13) Any person performing welding or brazing work will wear suitable eye protection, gloves, aprons, and spats. Suitable screens are to be provided to protect onlookers from the harmful rays associated with such activities.

14) Where employees are required to work with corrosive liquids, suitable eye protection, gloves and acid resistant overalls must be provided.

15) Ear protection must be worn in designated noise zone (in excess of 85dB)

16) Suitable respirators must be provided to all employees and visitors required working in or entering areas where toxic vapors could be present.

17) All staff working in an elevated position (2m or higher) or where the potential exists that such person may fall must be provided with a suitably secured safety harness.

18) Any person refusing to wear personal Protective Equipment must be instructed to wear such equipment and in the event of such person refusing to wear such equipment he/she must be removed from the premises.

2.5.16 Occupational Health and Safety OHS) Signage

1) The Contractor shall provide adequate on-site OHS signage including but not limited to: "no unauthorized entry", "report to site office", "site office", "beware of overhead work", "hard hat area".

2) Signage shall be posted up at all entrances to the site as well as on site in strategic locations e.g. access routes, stairways, entrances to structures and buildings, scaffolding, and other potential risk areas/operations.

3) In the event where work is being performed on a premises displaying signage such as no-parking, speed limits and so on, the Contractor will abide by the requirements of such signage except if otherwise instructed.

2.5.17 Permits

1) The Contractor shall draft and implement where required permits which may include the following:

- Use of Explosives and Blasting;
- Work for which a fall prevention plan is required;
- Use of cradles, and
- Electrical work

2) The Contractor will ensure that where permits are required that it is used and adhered to.

2.6 Physical Requirements

2.6.1 Demolition Work

1) Prior to any demolition work being carried out, the Principal Contractor shall submit a safe working procedure and a detailed engineering survey for approval by the Client.

2) Such Safe Work Procedures' must where possible be Submitted with the Site SHE Plan

3) Acceptance will then be issued to the Principal Contractor to proceed with the demolition work.

4) The Principal Contractor shall ensure that demolition work complies with the Construction Regulations of July2003.

5) In the event where a structure identified for demolition includes substances such as lead or asbestos it must be performed within the requirements of the applicable legislative.

2.6.2 Excavations, Shoring, Dewatering or Drainage

1) All excavation work must be performed under the supervision of a Competent Person as specified in Annexure B of this document and the Construction Regulations of July 2003.

2) Adequate Shoring and Bracing must be provided where required to ensure that the health and safety of the employees working in such excavations are not put at risk.

3) Adequate provisions must be made to ensure that water is drained from excavations which may enter such excavations as a result of seepage or rain.

4) All excavation made by the Contractor must be clearly demarcated and protected to prevent accidental access.

5) Barricading tape may only be used to make solid barricading more visible and may not be used as a means of barricading.

6) In addition to the abovementioned the requirements of Regulation 11 of the Construction Regulations of July 2003 must be adhered to.

2.6.3 Edge Protection.

1) All open edges posing the risk of resulting in injuries or damage to equipment must be adequately guarded fenced or barricaded or other similar suitable means used to prevent injuries or damage to equipment.

2) Barricading tape is not deemed to be suitable and may only be used in addition to other suitable means as indicated above.

2.6.4 Explosives and Blasting

1) All explosives must be transported or stored according to the requirements of SANS 0228.

2) Written approval must be obtained from the Chief Inspector Occupational, Health and Safety prior to any blasting activities taking place.

3) A copy of such permission from the Chief Inspector Occupational, Health and Safety must be supplied to the client prior to Blasting.

4) Prior to blasting a siren must be sounded, warning flags posted and guards placed at strategic locations points to prevent accidental entry to the blasting area.

2.6.5 Stacking of Materials

1) Stacking and storage of materials must be performed under the Supervision of a Competent Person whom has been appointed in writing as required by Annexure B.

2) Storage areas must be designated, kept neat and under control. In addition to the abovementioned the requirements of General Safety Regulations as promulgated by Government Notice No R1031 dated 30 May 1986 as amended must be complied with.

3) In the event that unauthorized persons may enter an area where materials are stacked such area must be barricaded off to prevent access to such area.

2.6.6 Speed Restrictions and Protections

1) Unless otherwise stipulated the speed limit on site to be adhered to is 10 Km/h.
2) Vehicle movement routes on site must be clearly indicated where applicable.

3) Signage to ensure the safe movement of vehicles on site as well as to ensure the health and safety of all employees and visitors on site must be displayed in strategic locations.

2.6.7 Hazardous Chemical Substances (HCS)

1) All employees required to use Hazardous Chemical Substances or products containing Hazardous Chemical Substances must be adequately and comprehensively trained with regard to the requirements of the Hazardous

Chemical Substances Regulations as amended in Government Gazette No 25130 of June 2003, the potential sources of exposure and the potential risks to their health caused by exposure.

2) In addition to the abovementioned, Material Safety Data Sheets must be kept on site for all materials, which may contain hazardous chemical substances.

2.6.8 Asbestos

1) Asbestos work may only be performed subject to prior notification of the Provincial Director, Occupational Health and Safety, Department of Labour, in writing.

2) Proof of such notification must be supplied to the Client prior to work proceeding.

3) All asbestos work shall be carried out as per the Asbestos Regulations.

4) All employees must be informed and receive training on aspects such as the contents and scope of the Asbestos Regulations as published in Government Gazette 23108 of February 2002, the potential risks of exposure to asbestos, precautionary measures employees have to take and all other requirements deemed necessary to provide a safe and healthy environment for all employees as specified by the Asbestos Regulations as indicated above.

2.7 Plant and Machinery

2.7.1 Construction Plant

All Construction Plant must comply with and be used in conjunction with the requirements of Section 21 of the Construction Regulations and in specific that all records of inspections rendering such plant safe must be kept on site.

2.7.2 Vessels under Pressure (VUP)

The Principal Contractor and all relevant Contractors shall comply with the Vessels under Pressure Regulations,
including:

- Providing competency and awareness training to the operators;
- Providing PPE or clothing;
- Inspecting equipment regularly and keeping records of inspections;
- Providing appropriate firefighting equipment.

2.7.3 Fire Extinguishers and Fire Fighting Equipment

1) The Principal Contractor and Sub Contractors shall provide or ensure adequate provision of regularly serviced firefighting equipment located at strategic points on site, specific to the classes of fire likely to occur.

2) The appropriate notices and signs must be posted up as required.

3) Contractors may not utilize fire protection equipment belonging to the client without prior consent.

2.7.4 Hired Plant and Machinery

1) The Contractor shall ensure that any hired plant and machinery used on site is safe for use.

2) The requirements as stipulated by the OHS Act 85/1993 and Construction Regulations of July 2003 shall apply.

3) The Principal Contractor shall ensure that operators hired with machinery are competent and that certificates are kept on site in the Site Health and Safety File. All relevant Contractors must ensure the same.

2.7.5 Scaffolding / Working at Heights

1) Working at heights includes any work that takes place in an elevated position in excess of 2m.

2) The Contractor must submit a risk-specific fall prevention plan in accordance with the Construction Regulations of July 2003 before this work is undertaken.

3) The fall prevention plan must be approved by the Client before work may commence.

2.7.6 Formwork and Support Work for Structures

1) The Principal Contractor shall ensure that the provisions of Section 10 of the Construction Regulations of July 2003 are adhered to.

2) These provisions must include but not be limited to ensuring that all equipment used is examined for suitability before use; that all Formwork and Support Work is inspected by a competent person immediately before, during and after placement of concrete or any other imposed load and thereafter on a daily basis until the Formwork and Support Work has been removed.

3) Records of all inspections must be kept in a register on site.

2.7.7 Lifting Machines and Tackle

1) The Contractor shall ensure that lifting machinery and tackle is inspected before use and thereafter in accordance with the Driven Machinery Regulations and the Construction Regulations (Section 20).

2) There must be a competent appointed lifting Machinery and Tackle Inspector on site who must inspect the equipment daily or before use, taking into account that:

- All lifting machinery and tackle has a safe working load clearly indicated;
- Regular inspection and servicing is carried out;
- Records are kept of inspections and of service certificates;
- There is proper supervision in terms of guiding the loads that includes a trained banksman to direct lifting operations and check lifting tackle;
- The tower crane bases have been approved by an engineer;
- The operators are competent as well as physically and psychologically fit to work and be in possession of a medical certificate of fitness which must be available on site.

2.7.8 Ladders and Ladder Work

1) The Contractor shall ensure that all ladders are inspected at least monthly, are in a good safe working order, are the correct height for the task, extend at least 1m above the landing, fastened and secured, and at a safe angle.

2) Records of inspections must be kept in a register on site.

2.7.9 General Machinery

The Contractor shall ensure compliance with the Driven Machinery Regulations, which include inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE or clothing, and training those who use machinery.

2.7.10 Portable Electrical Tools and Explosive Powered Tools

1) The Contractor shall ensure that use and storage of all explosive powered tools and portable electrical tools are in compliance with relevant legislation.

2) The Contractor shall ensure that all electrical tools, electrical distribution boards, extension leads, and plugs are kept in a safe working order.

3) The Contractor shall apply the following:

- A competent person undertakes routine inspections and records are kept.
- Only authorized trained persons use the tools.
- The safe working procedures apply.
- Awareness training is carried out and compliance is enforced at all times.
- PPE and clothing is provided and maintained.
- A register indicating the issue and return of all explosive rounds is implemented and maintained, and
- That signs are posted up in the areas where explosive powered tools are being used.

2.7.11 High Voltage Electrical Equipment

1) All contractors must be made aware of the presence and location of High Voltage Equipment such as underground cables and overhead lines, and that the necessary precautionary steps are taken where work has to be executed in the vicinity of such equipment.

2) Precautionary measures such as Isolation and Lock-Out of electrical systems or the use of electrically isolated tools must be used

2.7.12 Public and Site Visitor Health and Safety

1) The Contractor shall ensure that every person working on or visiting the site, as well as the public in general, shall be made aware of the dangers likely to arise from site activities, including the precautions to be taken to avoid or minimize those dangers.

2) Appropriate Health and Safety Notices and signs shall be posted up, but shall not be the only measure taken.

2.7.13 Night Work:

The Contractors must ensure that adequate lighting is provided to

allow for work to be carried out safely.

2.7.14 Transportation of Workers

1) The Contractor and shall not:

- Transport persons together with goods or tools unless there is an appropriate area or section to store such goods.
- Transport persons on the back of trucks except if a proper canopy (properly covering the sides and top) has been provided with suitable seating areas.
- Permit workers to stand or sit on the edge of the transporting vehicle.
- Transport workers in LDV's unless they are closed/covered and have the correct number of seats for the passengers.

2) No driver will transport more than six people on the back of a 1 Ton LDV and more than four passengers on the back of an ½ Ton LDV.

3) The driver of any LDV will not permit more than 2 passengers to occupy the cab of any LDV.

4) All vehicles operated on the site will in all aspects comply with the requirements of the Road Traffic Ordinance Act

5) Drivers of such vehicles will have a valid license for the code of vehicle being driven by them.

6) No servicing of vehicles will be permitted on a Construction Site, which is occupied by staff working for the Client.

7) Servicing or repairs of vehicles on site may only take place if such activities are performed with the necessary procedures in place to prevent any harmful effects to the environment.

8) All waste generated from servicing vehicles must be disposed off in accordance

with relevant Environmental legislation.

9) In the event where Earth Moving Equipment is present on site the following must be adhered to:

- Drivers of vehicles must be instructed to avoid parking behind earth moving vehicles to ensure that their vehicles are visible to the operator of earth moving vehicles.
- Right of way must be afforded to earth moving machinery at all times.
- Vehicles must only be permitted to park where possible in designated areas

2.8 Occupational Health and Environmental Management.

2.8.1 Occupational Hygiene

1) Exposure of workers to occupational health hazards and risks is very common in any work environment, especially in construction.

2) Occupational exposure is a major problem and all Contractors must ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards.

3) Contractors must prevent inhalation, ingestion, absorption, and noise induction.

4) Site-specific health risks are tabled in Annexure D such as cement -dust, wood-dust, noise and so on but is not limited to these items.

5) Water to be utilized for drinking purposes may only be drawn from taps designated for drinking water purposes. Fire hydrants and fire hose reels may not be utilized for drinking water purposes.

6) In the event where staff is required to be away from home due to the work they have to perform on behalf of the Contractor, the Contractor will provide suitable clean dry and hygienic accommodation, the cost thereof shall be borne by the Contractor.

2.8.2 Environmental Management

1) The Contractor shall take all precautionary steps to prevent any pollution of the Environment.
2) Any material, which may pose a harmful effect when disposed of by normal means, must be disposed of in an appropriate manner to eliminate its harmful effect on the environment after disposal.
3) The Contractor will ensure that adequate procedures are implemented and maintained to ensure that waste generated is placed in suitable receptacles and removed from the site promptly.
4) Plans to deal with spillages must be in place and maintained.
5) No waste materials liquid or solid may be disposed of in drains.
6) No burning of waste material may take place where such material being burned may result in pollution of the air or give off toxic vapors which could be harmful to the health of employees or any other person present on site.

2.8.3 Welfare Facilities

1) Contractors will supply sufficient toilets (1 toilet per 30 workers).
2) Showers (1 for every 15 workers).
3) Changing facilities.
4) Hand washing facilities, soap, toilet paper, and hand drying materials.
5) Waste bins must be strategically placed and emptied regularly.
6) Safe, clean storage areas must be provided for workers to store personal belongings and personal protective equipment.
7) Workers must not be exposed to hazardous materials/substances while eating and must be provided with sheltered eating areas.

2.8.4 Alcohol and other Drugs

1) No alcohol and other drugs will be allowed on site without the express permission of the Principal Contractor.

2) No person may be under the influence of alcohol or any other drugs while on the construction site.

3) Any person on prescription drugs must inform his/her Employer, who shall in turn report this to the Principal Contractor forthwith.

4) Any person suffering from any illness/condition that may have a negative effect on his/her safety performance must report this to his/her Employer, who in turn must report this to the Principal Contractor forthwith.

4) Any person suspected of being under the influence of alcohol or other drugs must be sent home immediately, to report back the next day for a preliminary inquiry.

A full disciplinary procedure must be followed by the Contractor concerned and a copy of the disciplinary action must forwarded to the Principal Contractor for his records.

ANNEUXRE A

The Contractor must submit proof of compliance with Annexure A with the construction phase H&S plan where applicable.

HSS Item No.	Requirement	OHSA Requirement	Submission Date
2.3.1	**Notification of Intention to Commence Construction/Building Work**	**Complete Annexure (Construction Regulations)**	**Before commencement on site**
2.3.2	**Assignment of Responsible Persons**	**All relevant appointments as per OHS Act, Con Regs and Annexure B**	**Together with SHE Plan**
2.3.3	**Competence of Responsible Persons**	**Client Requirement & OHS Act**	**Together with SHE Plan**
2.3.4	**Compensation of Occupational Injuries and Diseases Act (COIDA) 130 of 1993**	**Construction Reg and Client Requirement**	**Together with SHE Plan**
2.3.5	**Occupational Health and Safety Policy**	**OHS Act**	**Together with SHE Plan**
2.3.6	**Health and Safety Organogram**	**Client Requirement**	**Together with SHE Plan**
2.3.7	**Initial Hazard Identification and Risk Assessment**	**Construction Regs.**	**Together with SHE Plan**

ANNEXURE B

The Principal Contractor shall make the following appointments according to the initial risk assessment or as deemed necessary: (further appointments could become necessary as the project progresses)

Appointment	OHSA Reference	Requirement abbreviated
CEO Assignee	**Section 16(2)**	**A competent person to assist with the on-site H&S, overall responsibility – Contractor's Responsible Person**
Construction Work Supervisor	**CR 6(1)**	**A competent person(s) to supervise and be responsible of Health & Safety related issues on site. The person is appointed to assist the CEO with his/her overall duties.**
Subordinate Construction Work Supervisors	**CR 6(2)**	**A competent person to assist with daily supervision of construction work. The person assists the Construction Work Supervisor.**
Health and Safety Officer	**CR 6(6)**	**A competent Health and Safety officer in the control of all safety related aspects on site.**
Health & Safety	**Section 17**	**A competent person(s) to inspect H&S in reference to plant, machinery and Health & Safety of persons in the workplace.**
Health & Safety Committee Member(s)	**Section 19**	**A competent person(s) representing the employer to assist with the on site Health & Safety matters.**
Incident /Accident Investigator	**GAR 8**	**A competent person(s) to investigate incidents/accidents on site and could be:** • **The employer** • **H&S Representative** • **Designated person** • **Members of the H&S Committee**
Risk Assessment Co-ordinator	**CR 7**	**A competent person(s) to co-ordinate all risk assessments on behalf of the Principal Contractor. The same applies to Contractors.**
Fall Protection Plan Co-ordinator	**CR 8**	**A competent person(s) to prepare & amend the fall protection plan.**
First Aiders	**GSR 3**	**A qualified person(s) to address all on site first aid cases.**
Lifting Machine & Equipment inspector	**DMR 18**	**A competent person(s) to inspect lifting machines, equipment & tackle.**
Scaffolding Erector	**CR 14.1**	**A competent person(s) to erect scaffolding**
Scaffolding Inspector	**CR 14.2**	**A competent person(s) to inspect**

		scaffolding before use and every time after bad weather etc
Formwork & support work inspector	CR 10	A competent person(s) to inspect formwork & support work
Excavation Inspector	CR 11	A competent person(s) to inspect excavation work and ensure that approved safe working procedures, are followed at all times
Ladder Inspector	GSR 13A	A competent person(s) to inspect monthly and ensure they are safe for use, keeping monthly record
Stacking Supervisor	CR 26	A competent person(s) to supervise all stacking and storage operations
Demolition Supervisor	CR 12(1)	A competent person(s) to supervise all demolition work
Explosive Powered Tools Inspector/Supervisor	CR 19	A competent person(s) to inspect & clean the tool daily and controlling all operations thereof.
Temporary Electrical Installations Supervisor	CR 22	A competent person(s) to control all temporary electrical installations.
Construction vehicles and Mobile Plant Supervisor.	CR 21(1)(j)	A competent person to inspect vehicles and plant on a daily basis prior to use and record such finding in register.
Fire-Fighting Equipment Inspector	CR 27	A competent person(s) to inspect fire-fighting equipment

ANNEXURE C

The Principal Contractor shall comply but not be limited to the following requirements: report on these to the Client at progress meetings or at least monthly whichever is sooner.

What	When	Output	Accepted by Client & date
Induction training	**Every worker before he/she starts work.**	**Attendance registers**	
Awareness Training (Tool Box Talks)	**At least weekly**	**Attendance registers**	
Health & Safety Reports	**Monthly**	**Report covering:** • **Incidents/accidents and investigations** • **Non conformances by employees & External H&S audit reports**	
Emergency procedures	**Ongoing evaluation of procedure**	**Table procedure in writing as well as tel. Numbers**	
Risk assessment	**Continuous**	**Documented risk assessment**	
Safe work procedures	**Drawn up before workers are exposed to new risks**	**Documented set of safe work procedures (method statements) updated and signed off.**	
General Inspections	**Weekly & daily**	**Report OHS Act compliance:** • **Scaffolding** • **Excavations** • **Formwork & support work** • **Explosive tools**	
General Inspections	**Monthly**	• **Firefighting equipment** • **Portable electrical equipment** • **Ladders** • **Lifting equipment/slings**	
What	When	Output	Accepted by Client & date
List of contractors	**List to be updated weekly**	**Table list, number of workers and Company tel. Numbers**	
Workman's Compensation	**Ongoing**	**Table a list of Contractors' Workman's Compensation proof of good standing**	

ANNEXUR D

Project/site Specific Requirements

The following is a list of activities and considerations that have been identified for the project and site and for which the Risk Assessment, Standard Working Procedures (SWP), management and control measures and Method Statements

(Where necessary) have to be developed by the Principal Contractor.

- Work on engines.
- Working on electrical installations 400/250 Volts
- Preparation of paint surfaces
- Painting of engines and alternators.
- Painting of walls
- Exposure to noise
- Establishment of site office
- Locating of existing services
- Loading and offloading of trucks
- Protection against dehydration and heat exhaustion
- Manual and mechanical handling
- Lifting and lowering operations.
- Use of Portable electrical Equipment
  ° Angle grinder

  ° Electric Drilling Machine
- Use and storage of flammable liquids and other Hazardous substances
- Working in the vicinity of correctional facility inmates and staff of the client.
- Working at heights.
- Working with asbestos products.
- Steelwork
- Working with Diesel.
- Handling, loading/off loading and moving of heavy machinery.
- Transporting of workers.
- Use of hand tools.
- Excavations in vicinity of 11000Volt cables.

The above list is by no means exhaustive and should not be limited to these activities but must cover all activities that forms part of the said construction work. Each activity must be split down to individual tasks and all associated hazards identified and listed in the risk assessment. This ensures that the critical tasks and subsequent critical hazards are not missed.