



INDEPENDENT DEVELOPMENT TRUST

Contract No.: DCSEC/01/2023/2024

A Bid for Category 3EB/3EP or higher CIDB Registered Contractors

SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF A 150KVA,400V,50HZ SILENCED CANOPY, EMERGENCY, DIESEL GENERATOR SET AT MQANDULI CORRECTIONAL CENTRE – EASTERN CAPE

LOCATED AT MQANDULI CORRECTIONAL CENTRE, EASTERN CAPE PROVINCE

Name of Bidder : _____

NAME OF DULY AUTHORIZED PERSON: _____

ADDRESS : _____

TEL. NUMBER : _____

CELL NUMBER : _____

FAX NUMBER : _____

E-MAIL : _____

CRS NUMBER : _____

CSD NUMBER : _____

ISSUED BY:

Independent Development Trust
Palm Square Business Park
Bonza Bay Road
Silverwood House, Beacon Bay, 5205
Ms. Z. Madzidzela
Tel: (043) 711-6000
Email: zanele@idt.org.za

PREPARED BY:

Independent Development Trust
Palm Square Business Park
Bonza Bay Road
Silverwood House, Beacon Bay, 5205
Mr. Jonga Ngcebetsa
Tel: 043 711-6000
Email: jongan@idt.org.za



INDEPENDENT DEVELOPMENT TRUST

AT

SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF A 150KVA,400V,50HZ SILENCED CANOPY, EMERGENCY, DIESEL GENERATOR SET AT MQANDULI CORRECTIONAL CENTRE – EASTERN CAPE

DCSEC/01/2023/2024

CLOSING DATE: 4 DECEMBER 2023

ISSUED

Independent Development Trust

Palm Square Business Park
Bonza Bay Road
Silverwood House, Beacon Bay, 5205
Ms. Z. Madzidzela
Tel: (043) 711-6000
Email: zanele@idt.org.za

PRINCIPAL AGENT

Independent Development Trust

Palm Square Business Park
Bonza Bay Road
Silverwood House, Beacon Bay, 5205
Mr. Jonga Ngcebetsa
Tel: 043 711-6000
Email: jonga@idt.org.za



INDEPENDENT DEVELOPMENT TRUST

LOCATED AT MQANDULI CORRECTIONAL CENTRE, EASTERN CAPE PROVINCE

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INDEPENDENT DEVELOPMENT TRUST

BID NOTICE No: DCSEC/01/2023/2024: 04 December 2023

Note: BID closes on 04 December @ 12:00AM

The Independent Development Trust (IDT) on behalf of the Department of Correctional Services (DSC) hereby invites prospective service providers to submit bids for the supply, delivery, installation and commissioning of a 150kva,400v,50hz silenced canopy, emergency, diesel generator set at Mqanduli Correctional Centre – Eastern Cape

The project is located within the Eastern Cape Province listed on the table below:

CIDB tender value range grading as reflected in the Register of Contractors will be used as indicated below:

Name of Projects	IDT Project Number	Compulsory Site Briefing Meeting	CIDB Grading	Employer's Agent
MQANDULI CORRECTIONAL CENTRE	DCSEC/01/2023/2024	N/A	3EB/3EP or Higher	IDT – Jonga Ngcebetsha

Bid Documents which must be completed and submitted are available for download on IDT website: www.idt.org.za/business-opportunities/current-tenders or National Treasury eTender on: www.treasury.gov.za from **Friday, 3 November 2023**. No bid documents will be sold. All documents must be downloaded and printed by the bidders from the above-mentioned sites.

Bidders shall meet the following compulsory requirements before being evaluated further on functionality, price and specific goals.

Mandatory Requirements/Documents:

- **CIDB Requirements: required grading Grade 3EB/3 EP or Higher**

Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with **Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations**, for a EB/EP class of construction work, are eligible to have their tenders evaluated.

Joint ventures are eligible to submit tenders provided that:

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation in the **EB/EP** class of construction work; not lower than one level below the required grading designation in the class of works construction works under considerations and possess the required recognition status.
3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance

with the sum tendered for a GB class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.

IDT will verify whether the Bidders have an active and valid CIDB registration as required above

- Bidder must be CSD registered, if **JV/Consortium** submit all JV members must be registered on CSD.
 - Completed and Signed Standard Bidding Documents (SBDs). All blank spaces must be completed. Bidders to indicate items that are not applicable. The following SBDs must be completed:
 - Invitation to Bid (SBD 1)
 - Bidders Disclosure (SBD 4)
 - Preference Points Claim Forms (SBD 6.1)
 - Resolution for signatory.
 - Signed joint venture/consortium agreement (if applicable).
 - Fully completed and signed form of offer and acceptance.
 - Completed BOQ (in black pen ink- In cases where only final amount is provided, it will be considered that the total amount is inclusive of all items on the BoQ and are inclusive of VAT).
No erasable inks allowed.
 - Acknowledgement of Record of Addenda to bid document.
- **If any of the Directors are in the employment of the state**, where a person within the Bidding Entity is an Employee of the State, Bidder should
- a. submit a signed letter on a letter head from their Accounting Officer/Accounting Authority (AO/AA of the Government Institution where they are employed) stating that they are not prohibited from conducting business with the State in terms of Section 8 of the Public Administration Management Act, 2012 (Act No.11 of 2014- “The PFMA”)
 - b. submit a signed letter on a letter from their AO/AA granting permission to perform other remunerative work outside of their employment where the PAMA does not apply to such an employee

If any of its Directors are listed on the register of defaulters, this shall result in disqualification of the bid.

In case of a bidder, who during the last 10 years has been terminated on previous contracts with the IDT, this shall result in disqualification of the bid.

NB: Failure to comply with any of the above-mentioned requirements will result in automatic disqualification of the bid response.

Bidders shall take note of the following conditions:

1. The successful bidder will be required to submit a Letter of Good Standing from the Compensation Commission within 14 days after award and before the contract can be signed failing which the second highest bidder will be considered.
2. Performance Guarantee to be submitted within 14 days after award.
3. The Bid Validity period is 90 days.
4. An approved project specific Health and Safety file within 14 days upon appointment.
5. An Approved Construction Methodology.
6. No correction fluid to be used and all errors to be initialed.

Criteria Points Allocation

Evaluation Criteria

STAGE 2 – Functionality -

Scoring Quality (Functionality)

A maximum equal to **100 bid evaluation points** will be awarded for Functionality. Only bidders who score 60% and above (i.e.60 points and above out of a total of 100points) will be further evaluated in terms of the 80/20 price/preference points system.

Notes:

1. **Bidders are required to score minimum of 60 points (60%) for Functionality stated in Bid data.**
2. **Bidders who fail to meet the required minimum number of points for functionality stated in the Bid data will not be evaluated further.**
3. **Bidders who fail to submit information as per the returnable schedules will not be allocated points.**

Functionality will be scored using the following values:

Functionality area	Points
Relevant previous experience on completed projects of a similar nature. A bidder must use IDT template as provided in the bid i.e. Evaluation Schedule: client references. (attached) 5 Client Reference =50 4 Client Reference =40 3 Client Reference =30 2 Client Reference =20 1 Client Reference =10 0 Client Reference = 0 To score points the reference letter/s must be fully completed signed and stamped.	50
<u>The reference must not be older than TEN (10) years as at the close of the bid</u> Qualifications, Skills and Experience of project key resources CONSTRUCTION MANAGER: Qualifications =10 Certified copy of qualifications. Certification should not be more than six (6) months old as at date of bid closing.	40

<p>Degree on electrical/mechanical engineering from recognized institution. =10</p> <p>Diploma on electrical/mechanical engineering from recognized institution. =5</p> <p>Valid Wireman's license= 10 Valid certified certificate must be attached to obtain points. Certification should not be more than six (6) months old as at date of bid closing.</p> <p>Non-submission or uncertified/invalid certificates will be scored zero.</p> <p>Experience of the personnel =20 Cv must be attached to obtain points.</p> <p>8 to 10 years of experience =20 5 to 7 years of experience =10 2 to 4 years of experience = 5</p>	
Project Schedule	10
Locality	10
Bidder from King Sabata Dalindyebo Municipality	10
Bidder from Eastern Cape	5
Outside Eastern Cape	0
This information will be verified from the FICA documents (Utility Bill, Telephone, Tax Clearance, lease agreement submitted by the bidder.	
Failure to submit the declaration and proof of address will result in awarding of 0 (zero) points preference points under Eastern Cape locality.	
Total	100 points
NB: Minimum qualifying functionality threshold is 60 points out 100	

STAGE 3 – Price and Specific Goals -

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** below as may be supported by proof/ documentation stated in the conditions of this tender.

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women	6	
Youth	6	
People with Disabilities	4	
Black	4	

Source Documents to be submitted with the Bid

*CIPC Document (Company Registration Document will be required for verification (CIPC DOC))

*Woman (Originally Certified Director's ID Document)

*Youth (Originally Certified Director's ID Document)

*People with Disability (Letter from the Dr. Confirming the Disability)

*Black Ownership (Originally Certified Director's ID Document)

Specific Goals points are allocated as follows:

Price	80 points
Specific Goals	20 points
TOTAL	100 points

Bidders that do not get a positive response from the IDT within a period of 90 days from the closing date, should understand that their Bids have not been successful.

For enquiries, please contact:

PROVINCE	ENQUIRIES	CONTACT PERSON	CONTACT NUMBERS	EMAIL ADDRESSES
Eastern Cape	Technical Queries	Jonga Ngcebetsa	043 711 6000	jongan@idt.org.za
	SCM Queries	Zanele Madzidzela	043 711 6000	zanele@idt.org.za

DEPOSIT/RETURN OF BID DOCUMENTS:

- Telegraphic, telephonic, telex, facsimile, electronic and/or late bids will not be accepted
- Requirements for sealing, addressing, delivery, opening and assessment of bids are stated in the Bid Data document

- All bids must be submitted on the official forms – (not to be re-typed)
- Bids will not be opened in public

BID DOCUMENTS MAY BE POSTED TO: N/A	OR	DEPOSITED IN THE BID BOX AT: INDEPENDENT DEVELOPMENT TRUST, PALM SQUARE BUSINESS PARK, SILVERWOOD HOUSE, BONZA BAY ROAD, BEACON BAY, EAST LONDON
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INDEPENDENT DEVELOPMENT TRUST

T1.2 Bidder Data

The conditions of bidding are the Standard Conditions of Bidding as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement. (See www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of bidders as an Annex to this Bid Data.

The Standard Conditions of Bid make several references to the Bid Data for details that apply specifically to this Bid. The Bid Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of Bid. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Bid to which it mainly applies.

The additional conditions of bidder are:

Clause number	Bidder Data for BID NO: BID No: DCSEC/01/2023/2024
F.1.1	The employer is the Independent Development Trust, Eastern Cape Region
F.1.2	The bid documents issued by the employer comprises: T1.1 Bid notice and invitation to bid T1.2 Bid data T2.1 List of returnable documents T2.2 Returnable schedules Part 1: Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Form of Guarantee C1.4 Adjudicator's appointment Part 2: Pricing data C2.1 Pricing instructions C2.2 Activity schedules / Bills of Quantities Part 3: Scope of work C3 Scope of work Part 4: Site information C4 Site information
F.1.4	The employer's agent is: None
F.2.1	Only those bidders who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum Bided for a Grade 3EB/3EP or higher class of construction work, are eligible to submit Bids. Joint ventures are eligible to submit Bids provided that: <ul style="list-style-type: none">every member of the joint venture is registered with the CIDB;the lead partner has a contractor grading designation in the Grade 3EB/3EP or higher class of construction work; andthe combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum Bided for a (3EB/3EP or higher) Electrical Building, Electrical Projects class of construction work.
F.2.7	There will be no compulsory briefing with representatives of the employer

- F.2.12 No alternative Bid offers will be considered
- F.2.13.3 Parts of each Bid offer communicated on paper shall be submitted as one original (i.e., no copies should be submitted).
- F.2.13.5 The employer's address for delivery of Bid offers and identification details to be shown on each Bid offer package is:
- F.2.15.1

Location of Bid box: Physical address: -

INDEPENDENT DEVELOPMENT TRUST OFFICES

Palm Square Business Park
Silverwood House, Beacon
BayEAST LONDON
5201

Identification details:

Project no: BID No: DCSEC/01/2023/2024

Title: Supply, Delivery, Installation and Commissioning of A 150kva,400v,50hz Silenced Canopy, Emergency, Diesel Generator Set at Mqanduli Correctional Centre – Eastern Cape

- F.2.15 The closing time for submission of Bid offers is as stated in the Bid Notice and Invitation to Bid.
- Closing date:04 Dec 2023**
Closing time: 12h00
- F.2.15 Telephonic, Telegraphic, Telex, Facsimile or E-mailed Bid offers will not be accepted.
- F.2.16 The Bid offer validity period is **90 (Ninety) days**.
- F.2.17 The contract duration is **2 Months** from date of Site Handover and **12 months** maintenance period as specified in the BoQ.
- F.2.23 The Bidder is required to submit with his Bid a Certificate of Contractor Registration issued by the Construction Industry Development Board; Compensation of Injury Diseases Act certificate (COIDA). Where a Bidder Bids through joint venture formation, such bidders should include a joint venture agreement duly signed by each partner.
- F.3.4 Bids will not be opened in public after the closing time; they will be posted on the IDT Website within 7 days of closure.

F.3.11 Bid offers will only be accepted if the following are submitted

No	Gate Keeper (Compulsory) Criteria	Gate Keeper Criteria Description
1.	Registration on csd	The bidder must be registered on csd .
2	Proof of authority to sign the document must be submitted e.g. company resolution (if there is more than one director)	Proof of authority to sign the document must be submitted on Company Letterhead e.g. company resolution.
3	Registration on CIDB.	Required valid and active CIDB Grading equivalent for the works. JV's to submit consolidated CIDB Grading.
4	Fully & Duly Completed Detailed Bill of Quantities (BOQ), Written in Black Ink	All items in the original Bill of Quantities must be priced (rates and amounts and totals) with the exception of preliminaries (contractor can select options in line with the PBA JBCC March 2005 Edition 4.1), written in Ink.
5	Duly Completed Form of Offer	Fully & Duly Completed and Signed form of offer and witnessed. All blanks spaces must be completed.
6	Duly completed and signed Invitation to BID, Part A and B (SBD 1)	Fully & Duly Completed and signed Invitation to BID, Part A and B (SBD 1). All blank spaces must be completed. Bidders to indicate items that are not applicable.
7	Bidders Disclosure (SBD 4)	Fully & Duly Completed and Signed Declaration of Interest Form (SBD 4). All blank spaces must be completed. Bidders to indicate items that are not applicable.
8	Duly Completed and Signed Preference points claim form in terms of PPPFA, Procurement Regulations 2022 (SBD 6.1)	Fully & Duly Completed and Signed Preference points claim form in terms of PPPFA, Procurement Regulations 2017 (SBD 6.1). All blanks spaces must be completed. Bidders to indicate items that are not applicable.
9	No Copies, no correctional fluids, erasable pen or a lead pencil will be used on any of the submitted forms. Only black ink must be used to complete documents. Any mistakes must be neatly crossed out and countersigned by all relevant parties.	No Copies, no correctional fluids, erasable pen or a lead pencil will be used on any of the submitted forms. Only black ink must be used to complete documents. Any mistakes must be neatly crossed out and countersigned by all relevant parties.
10	Acknowledgement of Addenda to the Bid document	To be completed and signed

Contracting Document

JBCC Series 2000 PBA March 2005, Edition 4.1

EVALUATION SCHEDULE: CLIENT REFERENCES

The Bidder shall provide details of his performance on each of the previous projects listed in the “Similar Relevant Experience” returnable schedule. Client References” scorecards will be completed by each of the respective Clients for the projects listed in the “Similar Relevant Experience” returnable schedule. Forms not signed, stamped and completed by the client will result in no allocation of points (zero points).

The following are to be completed by the Client:

PROJECT 1: Name & Scope –

Client Department:

Contract Amount:.....

Contract Duration:.....

Actual Contract Duration:

Description / Performance	Very poor (1)	Poor (2)	Fair (3)	Good (4)	Excellent (5)
Quality of office administration					
Quality of site management					
Competence of foreman					
Co-operation during contract					
Quality of workmanship					
Quality of materials					
Program management					
Rectification of condemned work					
Tidiness of site					
Adequacy of equipment					
Adequacy of labour force					
Procurement of materials					
Labour relations					

Any other remarks to be considered necessary to assist in the evaluation of the contractor?

.....

Name of Client Representative:.....

Designation:

Telephone:

Client Signature:.....

Date:

Stamp

EVALUATION SCHEDULE: CLIENT REFERENCES

The Bidder shall provide details of his performance on each of the previous projects listed in the “Similar Relevant Experience” returnable schedule. Client References” scorecards will be completed by each of the respective Clients for the projects listed in the “Similar Relevant Experience” returnable schedule. Forms not signed, stamped and completed by the client will result in no allocation of points (zero points).

The following are to be completed by the Client:

PROJECT 2: Name & Scope –

Client Department:

Contract Amount:.....

Contract Duration:.....

Actual Contract Duration:

Description / Performance	Very poor (1)	Poor (2)	Fair (3)	Good (4)	Excellent (5)
Quality of office administration					
Quality of site management					
Competence of foreman					
Co-operation during contract					
Quality of workmanship					
Quality of materials					
Program management					
Rectification of condemned work					
Tidiness of site					
Adequacy of equipment					
Adequacy of labour force					
Procurement of materials					
Labour relations					

Any other remarks to be considered necessary to assist in evaluation of the contractor?

Name of Client Representative:

Designation:

Telephone:

Client Signature: **Date:**

Stamp

EVALUATION SCHEDULE: CLIENT REFERENCES

The Bidder shall provide details of his performance on each of the previous projects listed in the “Similar Relevant Experience” returnable schedule. Client References” scorecards will be completed by each of the respective Clients for the projects listed in the “Similar Relevant Experience” returnable schedule. Forms not signed, stamped and completed by the client will result in no allocation of points (zero points).

The following are to be completed by the Client:

PROJECT 3: Name & Scope –

Client Department:

Contract Amount:.....

Contract Duration:.....

Actual Contract Duration:

Description / Performance	Very poor (1)	Poor (2)	Fair (3)	Good (4)	Excellent (5)
Quality of office administration					
Quality of site management					
Competence of foreman					
Co-operation during contract					
Quality of workmanship					
Quality of materials					
Program management					
Rectification of condemned work					
Tidiness of site					
Adequacy of equipment					
Adequacy of labour force					
Procurement of materials					
Labour relations					

Any other remarks to be considered necessary to assist in evaluation of the contractor?

Name of Client Representative:

Designation:

Telephone:

Client Signature: **Date:**

Stamp

EVALUATION SCHEDULE: CLIENT REFERENCES

The Bidder shall provide details of his performance on each of the previous projects listed in the “Similar Relevant Experience” returnable schedule. Client References” scorecards will be completed by each of the respective Clients for the projects listed in the “Similar Relevant Experience” returnable schedule. Forms not signed, stamped and completed by the client will result in no allocation of points (zero points).

The following are to be completed by the Client:

PROJECT 4: Name & Scope –

Client Department:

Contract Amount:.....

Contract Duration:.....

Actual Contract Duration:

Description / Performance	Very poor (1)	Poor (2)	Fair (3)	Good (4)	Excellent (5)
Quality of office administration					
Quality of site management					
Competence of foreman					
Co-operation during contract					
Quality of workmanship					
Quality of materials					
Program management					
Rectification of condemned work					
Tidiness of site					
Adequacy of equipment					
Adequacy of labour force					
Procurement of materials					
Labour relations					

Any other remarks to be considered necessary to assist in evaluation of the contractor?

Name of Client Representative:

Designation:

Telephone:

Client Signature: **Date:**

Stamp

EVALUATION SCHEDULE: CLIENT REFERENCES

The Bidder shall provide details of his performance on each of the previous projects listed in the “Similar Relevant Experience” returnable schedule. Client References” scorecards will be completed by each of the respective Clients for the projects listed in the “Similar Relevant Experience” returnable schedule. Forms not signed, stamped and completed by the client will result in no allocation of points (zero points).

The following are to be completed by the Client

PROJECT 5: Name & Scope –

Client Department:

Contract Amount:.....

Contract Duration:.....

Actual Contract Duration:

Description / Performance	Very poor (1)	Poor (2)	Fair (3)	Good (4)	Excellent (5)
Quality of office administration					
Quality of site management					
Competence of foreman					
Co-operation during contract					
Quality of workmanship					
Quality of materials					
Program management					
Rectification of condemned work					
Tidiness of site					
Adequacy of equipment					
Adequacy of labour force					
Procurement of materials					
Labour relations					

Any other remarks to be considered necessary to assist in evaluation of the contractor?

.....

Name of Client Representative:

Designation:

Telephone:

Client Signature: **Date:**

Stamp

EVALUATION SCHEDULE: SIMILAR PROJECT EXPERIENCE

The Bidder shall provide details of his performance on each of the previous relevant projects. Bidders must provide/attach appointment letter and Completion certification in a form of **Practical** or **Final completion** certificate listed under the “**Similar Project Experience**” returnable schedule below.

Failure to complete the table below will result in no points allocated. **No “see attached” will be accepted**

LIST THE <u>FIVE</u> SIMILAR PROJECTS EXPERIENCE COMPLETED BY YOUR FIRM IN THE LAST TEN (
Name of Project Completed and Scope of work	Name of Project Manager & Telephone no.	Name of Client & Telephone no.	Value of Project
Project 1:			
Project 2:			
Project 3:			
Project 4:			
Project 5:			

Preferential procurement system (20 points)

80/20 preferential procurement system to be utilized as per PPPFA 2022. The project is below R50m.

Variables	Total Points	Criteria	Description Of Criteria	Points
Financial Offer / Price:				
Financial Offer/Price	80	Formula=2 Option 1, $A=(1-\{p-pm/pm\})$	Formula used to calculate financial offer/price points	
		Pm =The comparative Price offer of the mean/average quantifying Bidder		
		P =The comparative offer of the Bid under consideration		

The specific goals allocated points in terms of this Bid	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the Bider)
Women	6	
Youth	6	
People with Disabilities	4	
Black	4	
TOTAL POINTS CLAIMED	20	

LIST OF RETURNABLE SCHEDULES

Returnable Schedules required only for Bid evaluation purposes (certified copies not older than six months or originals of the following documents):

No	Non-Statutory (Non-Compulsory) Requirements	Non-Statutory (Non-Compulsory) Requirements Description
1	Checklist for Bid Submission	Checklist for Bid Submission
2	Details of Bid	Details of Bid
3	Certificate of Compliance with Bid Documentation	Certificate of Compliance with Bid Documentation
4	Letter of Intent to Provide Security / Guarantee	Letter of Intent to Provide Security/ Guarantee from accredited financial institution
5	Litigation History	Litigation History – bidder to disclose all the pending litigations against their company
6	Proposed Project Organogram	Proposed Project Organogram
7	Tax Clearance certificate	Submission of valid Tax compliance status form (PIN)

Record of Addenda to Bid documents

We confirm that the following communications received from the Employer before the submission of this Bid offer, amending the Bid documents, have been taken into account in this Bid offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Identity
number

Bidder

.....

.....

This section must be completed in full and aligned to attachments, organogram submitted failure to do so will result in no allocation of points.

CURRICULUM VITAE OF KEY PERSONNEL (COMPULSORY)

(CVs and Certified Qualifications that are not older than months are required only for site-agent and contract or project manager).

CV FOR CONTRACT OR PROJECT MANAGER

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional Registration Number:	
Name of Employer (firm):	
Current position:	Years with firm:
<u>Employment Record:</u>	
<u>Experience Record Pertinent to Required service:</u>	

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

SIGNATURE: IDENTITY NUMBER:

(of person authorised to sign on behalf of the Bidder)

DATE:.....

CV FOR SITE AGENT

Name:		Date of birth:
Profession:		Nationality:
Qualifications:		
Professional Registration Number:		
Name of Employer (firm):		
Current position:		Years with firm:
<u>Employment Record:</u>		
.....		
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.....		
.....		
.....		
.....		
<u>Experience Record Pertinent to Required service:</u>		
.....		
.....		
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.....		
.....		
.....		
.....		

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
SIGNATURE OF THE INCUMBANT IN THE SCHEDULE

DATE

.....
INCUMBANT'S IDENTITY
 NUMBER

INDEPENDENT DEVELOPMENT TRUST

C1.1 Form of Offer and Acceptance Offer

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

Supply, Delivery, Installation and Commissioning of a 150KVA, 400V, 50HZ silenced canopy, Emergency Diesel Generator Set at Mqanduli CC

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

.....
.....Rand (in words);
R (in figures)

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

Signature Date.....
Name Identity number.
Capacity

for the tenderer

(Name and
address of
organization)

Name and
signature
of witness

NOTE: Failure of a Bidder to complete and sign this part of the tender form (offer) in full including witnessing will invalidate the tender. Any blank spaces left will invalidate this offer.

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

The terms of the contract are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work.
- Part C4: Site information

and drawings and documents or parts thereof, which may be incorporated by reference into 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 fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

Signature Date

.....

Name Identity number

.....

Capacity

**for the
Employer** INDEPENDENT DEVELOPMENT TRUST

IDT Eastern Cape Office
Palm Square Business Park, Silverwood House, Beacon Bay
EAST LONDON
5200

Name and signature of witness
Date

Schedule of Deviations

1 Subject

Details

2 Subject

Details

3 Subject

Details

.....
.....

4 Subject

.....

 Details

.....

.....

.....

.....

.....

5 Subject

.....

 Details

.....

.....

.....

By the duly authorized 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.

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (INDEPENDENT DEVELOPMENT TRUST (IDT))					
BID NUMBER:	DCSEC/16/2023/2024	CLOSING DATE: 04 December 2023		CLOSING TIME:	12:00
DESCRIPTION	Supply, Delivery, Installation and Commissioning of a 150KVA, 400V, 50HZ Silenced Canopy Emergency Diesel Generator Set at Mqanduli Correctional Centre				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Independent Development Trust					
Palm Square Business Centre, Silverwood House					
Bonza Bay Road, Beacon Bay					
East London					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Zanele Madzidzela		CONTACT PERSON	Jonga Ngcebetssha	
TELEPHONE NUMBER	043 711 6000		TELEPHONE NUMBER	043 711 6000	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	zanele@idt.org.za		E-MAIL ADDRESS	jongan@idt.org.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
SBD 6.1 REQUIREMENT MUST BE COMPLIED TO CLAIM POINTS ON SPECIFIC GOALS					
I. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		II. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?					<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?					YES NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g., company resolution)

DATE:

.....

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

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

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2022**

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

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

1. GENERAL CONDITIONS

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

- 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 To be completed by the organ of state

(delete whichever is not applicable for this Bid).

- a) The applicable preference point system for this Bid is the 80/20 preference point system.
- b) 80/20 preference point system will be applicable in this Bid. The lowest/ highest acceptable Bid will be used to determine the accurate system once Bids are received.

1.3 Points for this Bid (even in the case of a Bid for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this Bid are allocated as follows:

	POINTS	
PRICE	90	80
SPECIFIC GOALS	10	20
TARGETED GROUP		
Women	3	6
Youth	3	6
People with Disabilities	2	4
Black	2	4
Total points for Price and SPECIFIC GOALS	100	100

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

2. DEFINITIONS

- (a) “**bid**” 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 Bidding 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) “Bid 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:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{mit}} \right)} & \mathbf{or} & \mathbf{P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{mie}} \right)} \end{array}$$

Where

P_s = Points scored for price of Bid under consideration

P_t = Price of Bid under consideration

P_{min} = Price of lowest acceptable Bid

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

3.1.1. POINTS AWARDED FOR PRICE

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

80/20

or

90/10

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

Where

P_s = Points scored for price of Bid under consideration

P_t = Price of Bid under consideration

P_{max} = Price of highest acceptable Bid

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 Bid. For the purposes of this Bid the Bidder will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this Bid:

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 Bid documents, stipulate in the case of—

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

(b) any other invitation for Bid, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable Bid 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 Bid 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 Bidders: The Bidder must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this Bid	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the Bider)
Women	6	
Youth	6	
People with Disabilities	4	
Black	4	

Source Documents to be submitted with the Bid or RFQ

*CIPC Document (Company Registration Document will be required for verification (CIPCDOC))

*Woman (Originally Certified ID Document)

*Youth (Originally Certified ID Document)

*People with Disability (Letter from the Dr. Confirming the Disability)

*Black Ownership (Originally Certified ID Document)

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

Y 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 Bid, 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 Bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the Bidder 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:

C1.2 Contract Data for BID NO: DCSEC/01/2023/2024

The Conditions of Contract are clauses 1 to 41 of the **JBCC Series 2000 Principal Building Agreement (Edition 4.1 March 2005)** published by the Joint Building Contracts Committee.

Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors (011-3154140), Master Builders Association (011-205-9000; 057-3526269) South African Association of Consulting Engineers (011-4632022) or South African Institute of Architects (051- 4474909; 011-4860684; 053-8312014;)

The JBCC Principal Building Agreement makes several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the JBCC Principal Building Agreement.

Each item of data given below is cross-referenced to the clause in the JBCC Principal Building Agreement to which it mainly applies.

The additions, deletions and alterations to the JBCC Principal Agreement are:

Clause Additions, deletions and alterations

- 1.1 Replace the following definitions in **DEFINITIONS AND INTERPRETATIONS** with the following wording:
AGREEMENT means the agreement arising from the signing of the Form of Offer and Acceptance by the parties.
BILLS OF QUANTITIES mean the document drawn up in accordance with the Pricing Instructions contained in the Pricing Data.
CONSTRUCTION PERIOD means the period commencing on the date of site hand over and ending on the date of practical completion.
CONTRACT DOCUMENTS mean the Agreement and all documents referenced therein.
CONTRACT DRAWINGS mean the drawings listed in the Scope of Work.
CONTRACT SUM means the total of prices in the Form of Offer and Acceptance.
SCHEDULE means the variables listed in the Contract Data.
CORRUPT PRACTICE means the offering, giving, receiving and soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution
FRAUDULENT PRACTICE means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any Bidder and includes collusive practice among bidders (prior to or after the Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Bidder of the benefits of free and open competition.
INTEREST means the interest rates applicable to this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999).
SECURITY means the form of security provided by the **employer** or **contractor**, as stated in the **schedule**, from which the **contractor** or **employer** may recover expense or loss.
- 1.6 Any notice given may be delivered by hand, sent by prepaid registered post or telefax. Notice shall be presumed to have been duly given when:
Delete sub-clause 1.6.4
- 3.5 Delete sub-clause 3.5
- 3.6 Delete sub-clause 3.6.
- 3.7 Add to the end thereof:

The **contractor** shall supply and keep a copy of the **JBCC Series 2000 Principal Building Agreement** and Preliminaries applicable to this contract on the site, to which the **employer**, **principal agent** and **agents** shall have access at all times.

- 3.10 Replace the second reference to “**principal agent**” with the word “**employer**”.
- 4.3 No clause
- 5.1.2 Under clause 41 – include reference 32.6.3; 34.3; 34.4 and 38.5.8 in terms of which the **employer** has retained its authority and has not given a mandate to the **principal agent** and in terms of which the **employer** shall sign all documents.

- 9 Clause 9.0 is amended by adding Clause 9.1.4:

The **contractor** indemnifies and holds harmless the **employer** against all liability, losses, claims, damages, penalties, actions, proceedings or judgments (collectively referred to as “Losses”) arising from any infringement of letters, patent design, trademark, name, copyright or other protected rights in respect of any machine, plant, work, materials, thing, system or method of using, fixing, working or arrangement used or fixed or supplied by the **contractor**, but such indemnity shall not cover any use of the equipment of part thereof otherwise than in accordance with the provisions of the specification. All payments and royalties payable in one sum or by instalments or otherwise shall be included by the **contractor** in the price and shall be paid by him to those to whom they may be payable. The **contractor** shall reimburse the **employer** for all legal and other costs and expenses, including without limitation attorney’s fees on attorney-client scale incurred by the **employer** in connection with investigation, defending or settling any Losses in connection with pending or threatening litigation in which the **employer** is a party.

- 10.5 Add the following as 10.5:

Damage to the works

(a) Without any way limiting the **contractor’s** obligations in terms of the contract, the **contractor** shall

bear the full risk of damage to and/or destruction of the **works** by whatever cause during construction of the **works** and hereby indemnifies and holds harmless the **employer** against any such damage. The **contractor** shall take such precautions and security measures and other steps for the protection and security of the **works** as the **contractor** may deem necessary.

(b) The **contractor** shall at all times proceed immediately to remove or dispose of any debris arising from damage or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**.

(c) The **employer** shall carry the risk of damage to or destruction of the **works** and materials paid for by The **employer** that is the result of the expected risks as set out in 10.6.

(d) Where the **employer** bears the risk in terms of this contract, the **contractor** shall, if requested to do so, reinstate any damage or destroyed portions of the **works** and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof.

- 10.6 Add the following as 10.6:

Injury to Persons or loss of or damage to Properties

(a) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries

to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable.

(b) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable property or personal property or property contiguous to the **site**, whether belonging to or under the

control of the **employer** or any other body or person, arising out of or in the course of or by reason of

the execution of the **works** unless due to any act or negligence of any person for whose actions the

employer is legally liable.

- (c) The **contractor** shall upon receiving a **contract instruction** from the **principal agent** cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the **employer** shall be entitled to cause it to be made good and to recover the cost therefore from the **contractor** or to deduct the same from amounts due to the **contractor**.
- (d) The **contractor** shall be responsible for the protection and safety of such portions of the premises placed under his control by the **employer** for the purpose of executing the **works** until the issue of the **certificate of practical completion**.
- (e) Where the execution of the **works** involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the **contractor** shall obtain adequate insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the **works** has been completed.
- (f) The **contractor** shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and / or repair such property and to execute the **works**.

10.7 Add the following as 10.7:

HIGH RISK INSURANCE

In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions which might result in catastrophic ground movement evident by sinkhole or do line formation the following will apply:

10.7.1 Damage to the works

The **contractor** shall, from the **commencement date** of the **works** until the date of the **certificate of practical completion**, bear the full risk of and hereby indemnifies and hold harmless the **employer** against any damage to and/or destruction of the **works** consequent upon a catastrophic ground movement as mentioned above. The **contractor** shall take such precautions and security measures and other steps for the protection of the **works** as he may deem necessary.

When so instructed to do so by the **principal agent**, the **contractor** shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, replace and/or repair the **works**, at the **contractor's** own costs.

10.7.2 Injury to persons or loss of or damage to property

The **contractor** shall be liable for and hereby indemnifies and holds harmless the **employer** against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above.

The **contractor** shall be liable for and hereby indemnifies the **employer** against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of construction.

10.7.3 It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the **contractor's** obligations in terms of the contract, the **contractor** shall, within twenty-one (21) **calendar days** of the **commencement date** but before commencement of the **works** submit to the **employer** proof of such insurance policy, if requested to do so. -

- 10.7.4 The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred subsequent upon the **contractor's** default of his obligations as set out in 10.7.1, 10.7.2 and 10.7.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **employer** and the **contractor** and for this purpose all these contracts shall be considered on indivisible whole.
- 15.1.4 Add 15.1.4 as follows:
An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within twenty-one (21) **calendar days** of date of acceptance of the Bid.
- 15.2.1 Under 41: Amend to read as follows:
Give the **contractor** possession of the **site** within ten (10) **working days** of the **contractor** complying with the terms of 15.1
- 20.1.3 No clause.
- 21 Replace sub-clauses 21.1.2 to 21.1.4 and 21.2 to 21.6 with the following:
The **contractor** and **principal agent** shall appoint a **selected subcontractor** in accordance with the provisions of the Scope of Work.
- 29 Clause 29.0 is amended by: -
i) The addition of the following clauses: -
Clause 29.9
"Revision to the date for **practical completion** shall only be considered when work on the critical path of the agreed programme for the works is delayed."
ii) Clause 29.10 – Acceleration
Clause 29.10.1
Irrespective of whether or not the **principal agent** rules that the **contractor** is entitled to an extension of time or a revision of the date for **practical completion**, the **principal agent** shall nevertheless, at any time, be entitled to instruct the **contractor** in writing to accelerate the progress of the remaining **works** to ensure that the **works** are completed by the original date for **practical completion** or revised date as the case may be.
Clause 29.10.2
Upon receipt of such instruction, the **contractor** shall take all necessary steps to ensure that the **works** are completed timeously including the provision by him of additional resources, plant, manpower, etc. and the working overtime or additional overtime beyond that contemplated at the time of Bid (at all times adhering to the regulations and requirements of all authorities) and by all other adequate and proper means and methods. The **contractor** shall prove that such steps are being taken if called upon to do so.
Clause 29.10.3
The **contractor's** entitlement to compensation arising out of or in respect of any revision to the date for **practical completion** that may have been granted by the **principal agent** or alternatively where the **principal agent** has instructed the **contractor** to accelerate, shall be adjudicated strictly in terms of clause 32.
- 30.1 Replace reference to 36.3 at end of sentence with 36.0
- 31.12 Delete "Payment shall be subject to the **employer** giving the **contractor** a **tax** invoice for the amount due."
- 32.5.1 Add the following to the end of each of these clauses: "... due to no fault of the **contractor**."
32.5.4
32.5.7
- 32.12 Delete sub-clause

- 34.2 Add # next to 34.2
- 34.13 Replace “seven (7) **calendar days**” with “thirty-one (31) **calendar days**” and delete the words “subject to the **employer** giving the **contractor** a **tax** invoice for the amount due”
- 36.1 Add the following clauses 36.1.3 to 36.1.5 under 36.1 to read as follows:
- 36.1.3 The **contractor’s** refusal or neglect to comply strictly with any of the conditions of contract.
- 36.1.4 The **contractor’s** estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force with the Republic of South Africa.
- 36.1.5 The **contractor**, in the judgment of the **employer**, has engaged in **corrupt** or **fraudulent practices** in competing for or in executing the contract.
- 36.3 Replace “**principal agent**” with “**employer**”.
- 37.3.5 Replace “ninety (90)” with “one hundred and twenty (120)”.
- 38.5.4
- 39.3.5 Add the following words at the end thereof: “within one hundred and twenty (120) **working days** of completion of such a report.”
- 1.1 Delete in the Substitute Provisions (41.0 State Clauses) clause 41.1.3 the definitions for
(41.1.3) **CONSTRUCTION PERIOD** and **INTEREST**. Sub-clause 1.1 definitions will apply (see contract data)
- 10.1 Delete in the Substitute Provisions (41.0 State Clauses) clauses 10.1, 10.2 and 10.4 so that the
10.2 provisions of sub-clauses 10.1, 10.2 and 10.4 of the non-**state** clauses will apply to the **state**.
10.4
(41.0)
- 11.1 Delete in the Substitute Provisions (41.0 State Clauses) clause 11.1 so that the provisions of clause
(41.0) 11.1 of the non-**state** clause will apply to the **state**.
- 12.1 Delete in the Substitute Provisions (41.0 State Clauses) clause 12.1 so that the provisions of clause
(41.0) 12.1 of the non-**state** clause will apply to the **state** and replace “**contractor**” in clause 10.1 in the Substitute Provisions (41.0 State Clauses) with “The party responsible in terms of 12.1”
- 12.2 Amend the first part of the first sentence in clause 12.2 of the Substitute Provisions (41.0 State
(41.0) Clauses) to read “Where the **contractor** is responsible for insurances, the **contractor** shall
- 31.11.1 Delete in the Substitute Provisions (41.0 State Clauses) sub-clauses 31.11.1 and 31.11.2 so that the
31.11.2 provisions of sub-clause 31.11.1 of the non-**state** clause will apply to the **state**.
(41.0)
- 36.7 Add in the Substitute Provisions (41.0 State Clauses) as clauses 36.7, 37.5 and 39.5, the following:
37.5 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the **employer**
39.5 or the **contractor**, or for any reason whatsoever, the **contractor** shall on written instruction,
(41.0) discontinue with the **works** on a stated date and withdraw himself from the **site**. The contractor shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever.
- 40.2.1 40.6
40.2.2 (41.0)
40.3
40.4
40.5

Delete in the Substitute Provisions (41.0 State Clauses) clauses 40.2.1, 40.2.2, 40.3, 40.4, 40.5 and 40.6 and replace with the following:

pal agent on the one hand and the contractors on the other arise out of this **agreement**, such dispute shall be referred to adjudication.

40.2 Adjudication shall be conducted in accordance with the edition of the JBCC Rules for Adjudication current at the time when the dispute is declared. The party, which raises the dispute, shall select three adjudicators from the panel of adjudicators published by the South African Institution of Civil Engineering or Association of Arbitrators (Southern Africa), determine their hourly fees and confirm that these adjudicators are available to adjudicate the

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dispute in question. The other party shall then select within 7 days one of the three nominated adjudicators, failing which the chairman for the time being of the Association of Arbitrators (Southern Africa) shall nominate an adjudicator. The **adjudicator** shall be appointed in terms of the Adjudicators Agreement set out in C1.4.

40.3 If provided in the **schedule**, a dispute shall be finally settled by a single Arbitrator to be agreed on between the parties or, failing such agreement within 28 days after referring the dispute to Arbitration, an Arbitrator nominated by the chairman for the time being of the Association of Arbitrators (Southern Africa). Any such reference shall be deemed to be a submission to the arbitration of a single arbitrator in terms of the Arbitration Act (Act No 42 of 1965, as amended), or any legislation passed in substitution therefore. In the absence of any other agreed procedure, the arbitration shall take place in accordance with the Rules for the Conduct of Arbitrations issued by the Association of Arbitrators (Southern Africa) which are current at the time of the referral to arbitration. The Arbitrator shall, in his award, set out the facts and the provisions of the contract on which his award is based.

40.4 If the **schedule** provides for court proceedings to finally resolve disputes, disputes shall be determined by court proceedings.

The additions to the JBCC Principal Agreement are:

Clause	Additions	
A1	A1.0	Labour intensive component of the works
	A1.1	Payment of labour-intensive component of the works. Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.
	A1.2	Applicable labour laws The Ministerial Determination, Special Public Works Programme, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° 35310 04 May 2012, as reproduced below, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.
	1	Introduction
	1.1	This document contains the standard terms and conditions for workers employed in elementary occupations on a Special Public Works Programme (SPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP.
	1.2	In this document – (a) “department” means any department of the State, implementing agent or contractor; (b) “employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP; (c) “worker” means any person working in an elementary occupation on a SPWP; (d) “elementary occupation” means any occupation involving unskilled or semi-skilled work; (e) “management” means any person employed by a department or implementing agency to administer or execute an SPWP; (f) “task” means a fixed quantity of work; (g) “task-based work” means work in which a worker is paid a fixed rate for performing a task; (h) “task-rated worker” means a worker paid on the basis of the number of tasks completed (i) “time-rated worker” means a worker paid on the basis of the length of time worked.
	2	Terms of Work
	2.1	Workers are employed on a temporary basis or contract basis.
	3	Normal Hours of Work
	3.1	An employer may not set tasks or hours of work that require a worker to work– (a) more than forty hours in any week; (b) on more than five days in any week; and (c) for more than eight hours on any day.
	3.2	An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.
	4	Meal Breaks
	4.1	A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
	4.2	An employer and worker may agree on longer meal breaks.
	4.3	A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a

		worker is relieved of his or her duties during the meal break.
	4.4	A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.
	5	Special Conditions for Security Guards
	5.1	A security guard may work up to 55 hours per week and up to eleven hours per day.
	5.2	A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.
	6	Daily Rest Period
		Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.
	7	Weekly Rest Period
		Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").
	8	Sick Leave
	8.1	Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
	8.2	A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.
	8.3	A worker may accumulate a maximum of twelve days' sick leave in a year.
	8.4	Accumulated sick-leave may not be transferred from one contract to another contract.
	8.5	An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
	8.6	An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
	8.7	An employer must pay a worker sick pay on the worker's usual payday.
	8.8	Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
		(a) absent from work for more than two consecutive days; or (b) absent from work on more than two occasions in any eight-week period.
	8.9	A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorized to issue medical certificates indicating the duration and reason for incapacity.
	8.10	A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.
	9	Maternity Leave
	9.1	A worker may take up to four consecutive months' unpaid maternity leave.
	9.2	A worker is not entitled to any payment or employment-related benefits during maternity leave.
	9.3	A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
	9.4	A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
	9.5	A worker may begin maternity leave –
		(a) four weeks before the expected date of birth; or

		<p>(b) on an earlier date –</p> <p>(i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or</p> <p>(ii) if agreed to between employer and worker; or</p> <p>(c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.</p>
	9.6	A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
	10	Family responsibility leave
	10.1	Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -
		<p>(a) when the employee's child is born;</p> <p>(b) when the employee's child is sick;</p> <p>(c) in the event of a death of –</p> <p>(i) the employee's spouse or life partner;</p> <p>(ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.</p>
	11	Statement of Conditions
	11.1	<p>An employer must give a worker a statement containing the following details at the start of employment –</p> <p>(a) the employer's name and address and the name of the SPWP;</p> <p>(b) the tasks or job that the worker is to perform; and</p> <p>(c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;</p> <p>(d) the worker's rate of pay and how this is to be calculated;</p> <p>(e) the training that the worker will receive during the SPWP.</p>
	11.2	An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
	11.3	An employer must supply each worker with a copy of these conditions of employment.
	12	Keeping records
	12.1	Every employer must keep a written record of at least the following –
		<p>(a) the worker's name and position;</p> <p>(b) in the case of a task-rated worker, the number of tasks completed by the worker;</p> <p>(c) in the case of a time-rated worker, the time worked by the worker;</p> <p>(d) payments made to each worker.</p>
	12.2	The employer must keep this record for a period of at least three years after the completion of the SPWP.
	13	Payment
	13.1	An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
	13.2	A worker may not be paid less than the minimum wage rate of R185.52 per day or per task. This will be adjusted annually on the 1 st of November in line with inflation (available CPI as provided by Stats SA six (6) weeks before implementation)
	13.3	A task-rated worker will only be paid for tasks that have been completed.
	13.4	An employer must pay a task-rated worker within five weeks of the work being completed

		and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
	13.5	A time-rated worker will be paid at the end of each month.
	13.6	Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
	13.7	Payment in cash or by cheque must take place –
		(a) at the workplace or at a place agreed to by the worker; (b) during the worker's working hours or within fifteen minutes of the start or finish of work; (c) in a sealed envelope which becomes the property of the worker.
	13.8	An employer must give a worker the following information in writing –
		(a) the period for which payment is made; (b) the numbers of tasks completed, or hours worked; (c) the worker's earnings; (d) any money deducted from the payment; (e) the actual amount paid to the worker.
	13.9	If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.
	13.10	If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.
	14	Deductions
	14.1	An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
	14.2	An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
	14.3	An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
	14.4	An employer may not require or allow a worker to –
		(a) repay any payment except an overpayment previously made by the employer by mistake; (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or (c) pay the employer or any other person for having been employed.
	15	Health and Safety
	15.1	Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
	15.2	A worker must –
		(a) work in a way that does not endanger his/her health and safety or that of any other person; (b) obey any health and safety instruction; (c) obey all health and safety rules of the SPWP; (d) use any personal protective equipment or clothing issued by the employer; (e) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.
	16	Compensation for Injuries and Diseases
	16.1	It is the responsibility of the employers (other than a contractor) to arrange for all persons

		employed to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
	16.2	A worker must report any work-related injury or occupational disease to their employer or manager.
	16.3	The employer must report the accident or disease to the Compensation Commissioner.
	16.4	An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.
	17	Termination
	17.1	The employer may terminate the employment of a worker for good cause after following a fair procedure.
	17.2	A worker will not receive severance pay on termination.
	17.3	A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
	17.4	A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.
	17.5	A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.
	18	Certificate of Service
	18.1	On termination of employment, a worker is entitled to a certificate stating- (a) the worker's full name; (b) the name and address of the employer; (c) (d) the work performed by the worker; (e) any training received by the worker as part of the SPWP; (f) the period for which the worker worked on the SPWP; (g) any other information agreed on by the employer and worker.
A2	A2.0	Mandatory Sub-Contracting (Only for projects above R 30 Million)
	A2.1	The Contractor must sub-contract 30% of the work to Domestic Sub-Contractors. The Sub-Contractors shall have a CIDB grading.
		The Contractor shall, directly after appointment and without delay, enter into domestic sub-contracts with the Domestic Sub-Contractors and forward a copy of these agreements to the Principal Agent. The Contractor shall remain responsible for providing the subcontracted portion of the works as if the work had not been subcontracted.
		The Contractor will be responsible for all assistance and training required by the Sub-Contractor/s to complete the Project successfully. Irrespective of the mandatory sub-contracting requirement of this contract, the Contractor will at all times be the responsible party in accordance with the conditions of contract.
A3		
A4	A4.0	Attendance to Domestic Sub-Contractors in terms of clauses A2 above
	A4.1	The attendance of the Domestic Sub-Contractor appointed in terms of clauses A2 above shall be priced under the relevant specific preliminaries item in the Preliminaries Section of the Bills of Quantities.

A5	A5.0	
	A5.1	
A6	A6.0	Expanded Public Works Programme
	A6.1	The Contractor will be required to employ staff which satisfies the EPWP requirements as per the Guidelines for the implementation of labour-intensive infrastructure projects.

Part 1: Contract Data Completed by the Employer

Clause	Item and data
1.2	<p>The Employer is THE INDEPENDENT DEVELOPMENT TRUST</p> <p>The address of the Employer is: Palm Square Business Park, Silverwood House, Beacon Bay, 5200</p> <p>Telephone: 043 -711 6000</p> <p>Facsimile:</p> <p>Address (physical): IDT East London, Palm Square Business Park, Silverwood House, Beacon Bay, 5200</p> <p>Address (Postal): Palm Square Business Park, Silverwood House, Beacon Bay, 5200</p>
5.1	The Principal Agent
5.2	Agent (1)

1.1 **The Works comprises** of the following

Supply, Delivery, Installation and Commissioning of a 150KVA, 400V, 50HZ Silenced Canopy Emergency Diesel Generator Set at Mqanduli Correctional Centre

1.1 THE **SITE** IS LOCATED IN MQANDULI CC, EASTERN CAPE PROVINCE

1.1 The **Works** or installations to be undertaken by **direct contractors** comprises
22.2

41.0 The Employer is an organ of **State**

31.11.2
11.2

- The interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999) will apply.

31.4.2
26.1.2

- Lateral support insurance is to be affected by the **contractor**
- Payment will be made for materials and goods
- Extended **defects** liability period will apply to the following elements:
NOT APPLICABLE

15.2.1 Possession of the **site** is to be given on the date in the schedule providing the **employer** with **construction guarantees** in accordance with the provisions of 14.0.

15.3 The period for the commencement of the **works** after the **contractor** takes possession of the site is ten (10) **working days**.

For the **works** as a whole:

The date for **practical completion** is 4 months after contractual commencement date

The **penalty per calendar day** is 0.085 per R100 of the contract value

1.2 The law applicable to the agreement shall be that of the Republic of South Africa.

10.1; 10.2 and 12.1 Contract insurance is to be affected by the **contractor**.

10.1 Contract works insurance is to be affected by the **contractor** for a sum not less than the
10.2 **contract sum plus 20%** with a deductible in an amount that the **contractor** deems appropriate.
12.1

10.1 Supplementary insurance is required. Such insurance shall comprise a Coupon Policy for
10.2 Special Risks issued by the South African Special Risk Insurance Association.
12.1

11.1 , 12.1 Public liability insurance to be affected by the **contractor** for an amount of **R10, 000,000.00** with a deductible in an amount as determined by the contractor's insurance company.

11.2 , 12.1 Support insurance to be affected by the **contractor** for the sum of **NOT APPLICABLE** with a deductible in an amount that the **contractor** deems appropriate.

INDEPENDENT DEVELOPMENT TRUST

C1.3 Construction Guarantee

GUARANTOR DETAILS AND DEFINITIONS

Guarantor means

Physical address
.....

Guarantor's signatory 1 Capacity

Guarantor's signatory 1 Capacity

Employer means **The Independent Development Trust**

Contractor means

Agent means **Not Applicable**

Works means **Bid No: DCSEC/01/2023/2024 – Maintenance of Flushing in Chris Hani East District Schools, Eastern Cape.**

Site means: **The designated site to be shown to the contractor is in Mqanduli CC, Eastern Cape.**

Agreement means **the JBCC Series 2000 Principal Agreement Edition 4.1 Code 2101 March 2005**

Contract Sum i.e. the total of prices in the Form of Offer and Acceptance inclusive of VAT Amount in figures R

Amount in words
(Rand)

Guaranteed Sum means the maximum aggregate amount of R

Amount in words
(Rand)

1 The Guarantor's liability shall be limited to the amount of the Guaranteed Sum as follows:

GUARANTOR'S LIABILITY	PERIOD OF LIABILITY
Maximum Guaranteed Sum (not exceeding 10 % of the contract sum) in the amount of: (Rands) (R)	From and including the date of issue of this Construction Guarantee and up to and including the date of the only practical completion certificate or the last practical completion certificate where there are sections, upon which this Construction Guarantee shall expire.

2 The Guarantor hereby acknowledges that:

2.1 Any reference in this Guarantee to the Agreement is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a surety ship.

2.2 Its obligation under this Guarantee is restricted to the payment of money.

3 Subject to the Guarantor's maximum liability referred to in clauses 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in sub-clauses 3.1 to 3.3:

3.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an interim or final payment certificate has not been made in terms of the Agreement and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of sub-clause 3.2

3.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of sub-clause 4.1 and that the sum certified has still not been paid therefore the Employer calls up this Guarantee and demands payment of the sum certified from the Guarantor.

3.3 A copy of the said payment certificate, which entitles the Employer to receive payment in terms of the Agreement of the sum certified in clause 3.

4 Subject to the Guarantor's maximum liability referred to in clause 1, the Guarantor undertakes to pay the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Guarantee stating that:

4.1 The Agreement has been cancelled due to the Contractor's default and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the notice of cancellation; or

4.2 A provisional sequestration or liquidation court order has been granted against the Contractor and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the court order.

5 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of clauses 3 and 4 shall not exceed the Guarantor's maximum liability in terms of clause 1.

6 Where the Guarantor is a registered insurer and has made payment in terms of clause 4, the Employer shall upon the date of issue of the final payment certificate submit an expense account to the Guarantor showing how all monies received in terms of the Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to

the Guarantor in terms of this Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

- 7 Payment by the Guarantor in terms of clause 3 or 4 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer deems fit and the Guarantor shall not have the right to claim his release from this Guarantee on account of any conduct alleged to be prejudicial to the Guarantor
- 9 The Guarantor chooses the physical address as stated above for all purposes in connection herewith.
- 10 This Guarantee is neither negotiable nor transferable and shall expire in terms of clause 1, or payment in full of the Guaranteed Sum or on the Guarantee expiry date, whichever is the earlier, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired
- 11 This Guarantee, with the required demand notices in terms of clauses 3 or 4, shall be regarded as a liquid document for the purpose of obtaining a court order.
- 12 Where this Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at Date

Guarantor's

Guarantor's

Signatory 1Signatory 2

Identity numberIdentity number

Witness 1Witness 2

Guarantor's seal or stamp

INDEPENDENT DEVELOPMENT TRUST

ADJUDICATOR'S AGREEMENT

This agreement is made on the day of between:

..... (name of company / organisation)
of
..... (address)

and

..... (name of company / organisation)
of
..... (address)

(the Parties) and

..... (name)
of
..... (address)

(the Adjudicator).

Disputes or differences may arise/have arisen* between the Parties under a Contract dated
... and known as.

and these disputes or differences shall be/have been* referred to adjudication in accordance with the JBCC 2000 Adjudication Rules, (hereinafter called "the Procedure") and the Adjudicator may be or has been requested to act.

* Delete as necessary

IT IS NOW AGREED as follows:

- 1 The rights and obligations of the Adjudicator and the Parties shall be as set out in the JBCC 2000 Adjudication Rules.
- 2 The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the JBCC 2000 Adjudication Rules.
- 3 The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses as set out in the Contract Data.
- 4 The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
- 5 The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period
the
at request of either Party.

SIGNED by: _____

Name: _____

ID: _____

who warrants that he / she is
duly authorized to sign for
and on behalf of the first
Party in the presence of

SIGNED by: _____

Name: _____

ID: _____

who warrants that he / she
is duly authorized to sign
for and behalf of the
second Party in the
presence of

SIGNED by: _____

Name: _____

ID: _____

the Adjudicator in
the presence of

Witness _____

Name: _____

Address: _____

Witness: _____

Name _____

Address: _____

Witness: _____

Name: _____

Address: _____

Date: _____

Date: _____

Date: _____

Contract Data

1	The Adjudicator shall be paid at the hourly rate of R..... in respect of all time spent upon, or in connection with, the adjudication including time spent traveling.
2	The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to: (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. (b) Telegrams, telex, faxes, and telephone calls. (c) Postage and similar delivery charges. (d) Travelling, hotel expenses and other similar disbursements. (e) Room charges. (f) Charges for legal or technical advice obtained in accordance with the Procedure.
3	The Adjudicator shall be paid an appointment fee of R..... This fee shall become payable in equal amounts by each Party within 14 days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.
4	The Adjudicator is/is not* currently registered for VAT.
5	Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.
6	All payments, other than the appointment fee (item 3) shall become due 31 days after receipt of invoice,

* Delete as necessary

INDEPENDENT DEVELOPMENT TRUST

C2.1 Pricing Instructions

- 1 The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (Sixth Edition (Revised)), 1999. Where applicable the:
 - a) Civil engineering work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardized Specifications for Civil Engineering Works.
 - b) Mechanical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Refrigeration, Air-Conditioning and Ventilation Installations, published by the South African Association of Quantity Surveyors, July 1990).
 - c) electrical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Electrical Work, published by the South African Association of Quantity Surveyors, (July 2005).
- 2 The agreement is based on the JBCC Series 2000 Principal Building Agreement, prepared by the Joint Building Contracts Committee, Edition 4.1, and March 2005. The additions, deletions and alterations to the JBCC Principal Building Agreement as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
- 3 Preliminary and general requirements are based on the various parts of the JBCC Series 2000 Preliminaries as prepared by the Joint Building Contracts Committee, Edition 4.1, and March 2005. The additions, deletions and alterations to the various parts of the JBCC Series 2000 Preliminaries as well as the contract specific variables are as stated in the Specification Data in the Scope of Work. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
- 4 It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for Bids. (Refer to www.stanza.org.za or www.iso.org for information on standards).
- 5 The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
- 6 The drawings listed in the Scope of Works used for the setting up of these Bills of Quantities are kept by the quantity surveyor and can be viewed at any time during office hours up until the completion of the works.
- 7 Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
- 8 The rates contained in the Bills of Quantities will apply irrespective of the final quantities of the

different classes and kinds of work actually executed.

- 9 Rates for work of similar description occurring in different sections of the Bills of Quantities shall be identical.
- 10 An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
- 11 Where any item is not relevant to this specific contract, such item is marked N/A (signifying “not applicable”)
- 12 The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminary and General) of the Bills of Quantities
- 13 The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor’s risk.
- 14 The amount of the Preliminary and General Section to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminary and General Section and any amount in respect of contract price adjustment provided for in the contract.
- 15 Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 14 but taking into account the revised period for completing the works.
- 16 The amount or items of the Preliminary and General Section shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities:
 - a) an amount which is not to be varied, namely Fixed (F)
 - b) an amount which is to be varied in proportion to the contract value, namely Value Related (V); and
 - c) an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).
- 17 Where no provision is made in the Bills of Quantities to indicate which of the three categories in 12 apply or where no selection is made, the adjustments shall be based on the following breakdown:
 - a) 10 percent is Fixed;
 - b) 15 percent if Value Related
 - c) 75 percent is Time Related.
- 18 The adjustment of the Preliminary and General Section shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminary and General Section shall exclude any contingency sum, the amount for the Preliminary and General Section and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.
- 19 All work is to be constructed using labour-intensive methods. The use of plant to provide such works, other than plant specifically provided for in the scope of works, is a variation order to the

contract

- 20 Payment for items, which are designated to be constructed under labour-intensively, will not be made unless they are constructed using labour-intensive methods. Any unauthorized use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.
- 21 The Bidder is to acquaint himself as to the specific requirements of this Bid as contained in additional clauses A1 to A6 to the JBCC Principal Agreement as incorporated in the Contract Data. These clauses may be priced under the relevant Preliminaries items in SECTION A: SPECIFIC PRELIMINARIES of the Preliminaries Bill. No claim will be entertained due to the failure of the Bidder to allow for these requirements

INDEPENDENT DEVELOPMENT TRUST



C2.2 Bills of Quantities

SPECIFICATION

FOR THE

**SUPPLY, DELIVERY, INSTALLATION AND COMMISSINGING OF A 150kVA,
400V, 50Hz SILENCED CANOPY, EMERGENCY DIESEL GENERATOR SET**

AT

MQANDULI CORRECTIONAL CENTER

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**SPECIFICATION FOR THE SUPPLY DELIVERY AND INSTALLATION OF A
150kVA, 400V, 50Hz SILENCED CANOPY, EMERGENCY DIESEL
GENERATOR SET**

SECTION 1 – GENERAL

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SECTION 1 – GENERAL

1. Intent of Document

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

In all cases where a device or part of the equipment is referred to in the singular, it is intended that such reference shall apply to as many devices as are required to complete the installation.

2. Standards and Codes

All work and equipment shall be in accordance with the requirements of SANS 8528 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) SANS 8528-1 to 12. The Reciprocating internal combustion engine driven alternator current generating sets.
- b) SANS 10131. Above ground storage tanks for petroleum products.
- c) SANS 10142-1: "Code of Practice for the Wiring of Premises",
- d) The Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended,
- e) 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,
- f) The Fire Brigade services Act 1993 Act 99 of 1987 as amended,
- g) The National Building Regulations and Building Standards Act 1977 (Act 103 of 1977) as emended,
- h) The Post Office Act 1958 (Act 44 of 1958) as amended,
- i) The Electricity Act 1984 (Act 41 of 1984) as amended and
- j) The Regulations of the local Gas Board where applicable.

4. Scope of Work

- a) Supply, delivery, installation, testing and commissioning of silenced, canopy prime rated generator set at Mqanduli Correctional Centre in the Eastern Cape Province.
- b) Supply, delivery, installation, testing and commissioning of the associated cable support and cabling, kiosk and switchgears.
- c) Trenching and reinstatement (concrete, paving, hard and soft soil).
- d) Design and build new plinth for the generator.

- e) Certification of installation for compliance.

5. Test Certificates and Inspections

The following tests are to be carried out:

- (a) At the supplier's premises, before the generating set will be delivered to site Representatives of the Department may be present during the test to satisfy them that the generating set complies with the specification and delivers the specified output. The Department must be timeously advised of the date for the test.
- (b) After completion of the works and before first delivery is taken, a full 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.
- (c) 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.
- (d) Test reports of both tests as specified under (a) and (b) are to be submitted to the Department.

6. Guarantee and Maintenance

The Contractor shall guarantee the complete plant for a period of twelve (12) months after the first delivery has taken place.

If during this period the plant 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.**

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

During the maintenance period the contractor will undertake to arrange that the plant be inspected as advised by the manufacturer and as per the requirements of the Occupational Health and Safety Act by a qualified member of his staff who shall: -

- (a) Report to the Officer-in-charge, keeping the maintenance records, and enter into a logbook the date of the visit, the tests carried out, the adjustments made, and any further details that may be required.
- (b) Grease and oil moving parts, where necessary.

- (c) Check the air filter and, when necessary, clean the filter and replace filter oil.
- (d) Check the lubricating oil and top-up when necessary.
- (e) After the plant has run one oil change for the number of hours stipulated by the manufacturers, drain the sump and refill with fresh lubricating oil. The reading of the hour meter on the switchboard will be taken to establish the number of hours run by the plant.

For the purpose of estimating oil changes (and associated serviceable items) and associated costs thereof, the Contractor shall assume daily load shedding by the utility, implemented at stage 2.

- (f) Clean the lubricating oil filter and/or replace the filter element at intervals recommended by the engine manufacturer, the cost of a new filter element to be charged as an extra on the monthly account.
- (g) Check and when necessary, adjust the valve settings and the fuel injection equipment.
- (h) Check the battery and top-up the electrolyte when necessary.
- (i) Report to the Department on any parts that become unserviceable through fair wear and tear, or damaged by causes beyond the control of the Contractor.

The Contractor on receiving the report shall immediately submit a detailed Bid for the repair or replacement of such parts to the Department.

- (j) Advise the Department when it has become necessary to de-carbonise the engine and submit a Bid for this service.
- (k) Top up the water of the radiator, if applicable.
- (l) Clean the plant and its components.

7. Materials and Workmanship

- (a) The work throughout shall be executed to the highest standards and to the entire satisfaction of the Representative/Agent who shall interpret the meaning of the Contract Document and shall have the authority to reject any work and materials, which, in his judgement, are not in full accordance therewith. All condemned material and workmanship shall be replaced or rectified as directed and approved by the Engineer.
- (b) All work shall be executed in a first-class manner by qualified tradesman.
- (c) The Contractor shall warrant that the materials and workmanship shall be of the highest grade, that the equipment shall be installed in a practical and first-class manner in accordance with the best practices and ready and complete for full operation. It is specifically intended that all material or labour which is usually provided as part of such equipment as is called for and which is necessary for its proper completion and operation shall be provided without additional cost whether or not shown or described in the Contract Document.

- (d) The Contractor shall thoroughly acquaint himself with the work involved and shall verify on site all measurements necessary for proper installation work. The Contractor shall also be prepared to promptly furnish any information relating to his own work as may be necessary for the proper installation work and shall co-operate with and co-ordinate the work of others as may be applicable.
- (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.

8. Imported Content

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

9. Brochures

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

10. Submittals

The following information must accompany the Bidder documents

- (a) Full particulars, dimensioned drawings showing the general layout of the plant, performance curves and illustrations of the equipment offered, must be submitted with the Bidder.
- (b) The design of the control system to comply with the requirements for automatic starting, stopping, interlocking and isolation as specified.
- (c) 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.
- (d) Generator's acoustic curves and the achievable noise attenuation in compliance to local bylaws.

The successful Bidder must, as soon as possible after receipt of the order, submit detailed drawings and wiring diagrams of the plant and the switchgear. One diagram shall be contained in a metal pouch on the side of the switchboard.

**SPECIFICATION FOR THE SUPPLY DELIVERY AND INSTALLATION OF
150kVA, 400V, 50Hz SILENCED CANOPY EMERGENCY DIESEL
GENERATOR SET**

SECTION 2 – EQUIPMENT REQUIREMENTS

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SECTION 2 – EQUIPMENT REQUIREMENTS

1. Engine

1.1 General

The engine must comply with the requirements as laid down in the series of SANS 8528-2 and other comparable national standards and must be of the atomised injection, compression ignition type, with a normal running speed of 1500 r.p.m. The engine must be amply **rated** for the required electrical output of the set, when running under the site conditions. The starting period for either manual or automatic switching-on until the taking over by the generating set, in one step, of the load equal to the **specified** site electrical output, shall not exceed 15 seconds. This must be guaranteed by the Bidder.

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

1.2 Rating

The engine rating will normally be specified as one of the following duty ratings according to SANS 8528: Reciprocating, internal combustion engine driven alternating current generating sets: Part 1 (Application, ratings and performance):

Continuous Power (COP)
Prime Power (PP)
Emergency Standby Power (ESP)

Should the duty not be specified in the Detail Specification, then the engine must be rated as a **Prime Power Unit**.

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.

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

1.5. Battery Charger

The battery charging equipment shall be connected so that the battery is normally charged from the mains via the battery charger, but is to be charged

from an engine mounted alternator when the engine is running.

The charging equipment shall include a suitable ammeter and protection equipment. The battery charger shall be incorporated in the standby plant switchboard and shall be of the two-stage type (i.e. booster and trickle charge).

1.6. Cooling

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

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

1.7. Lubrication

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

1.8. Fuel Pump

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

1.9. Fuel Tank

The fuel system shall comply with SANS 10131. The tank shall have sufficient capacity for standby sets to run the engine on full load for a period of 24 hours.

The fuel system shall normally comprise of the following:

1.9.1 *Fuel Tank (Day Tank)*

The plant shall be equipped with either a set or floor mounted fuel day tank. In order to comply with SANS 10131, day tanks must not exceed 1000 liters.

Day tanks are to be fitted with the following items:

1.9.1.1 Sludge trap (dished bottom) with drain valve.

1.9.1.2 Easily removable, dust-proof lid.

1.9.1.3. Fuel level indicator other than a sight glass to provide "Full", "Fill" and "Low" indication.

1.9.1.4. Outlet valve positioned 50 mm above the bottom of the tank.

1.9.1.5 Injector leak-off return fitting.

1.9.1.6 Low fuel alarm float switch.

1.9.2. *Fuel Tank (Bulk Tank)*

Should a Bulk Fuel Tank be required, then this will be specified in the Detail Specification.

When a bulk tank is specified, the fuel system shall include a motor driven, self-priming pump, starter, start/ stop pushbuttons or float switches, isolator and terminal box to facilitate automatic day tank filling from the bulk supply.

1.9.3. *Fuel Piping*

All necessary interconnecting fuel piping shall be provided and installed by the Generator Contractor.

A heavy-duty filter incorporating a water trap shall be fitted between the day tank and the engine mounted fuel feed pump. Isolating valves shall be provided on both sides of the filter.

1.9.4. *Electric Pump*

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

1.9.5. *Handover*

All fuel used during commissioning etc., shall be supplied by the Standby Generator Contractor. The genset shall be handed over with all fuel tanks full.

1.9.6. Fusible link

A fusible link connected to the fuel solenoid valve shall be provided to stop the engine in the event of a fire.

1.10. Governor

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

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

1.11. Flywheel

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

1.12. Exhaust Silencer

It is essential to keep the noise level as low as possible. An effective exhaust silencing system of the residential type must be provided.

The exhaust pipe shall be installed in such a way that the expelled exhaust fumes will not cause discomfort to the public. The exhaust pipe must be flexibly connected to the engine to take up vibrations transmitted from the engine, which may cause breakage. The exhaust piping and silencer shall be lagged to reduce the heat and noise transmission into the plant room and shall be protected against the ingress of driving rain at 45° to the horizontal. The exhaust pipe must extend 0,5m above the roof gutters. It must be secured by flanges both sides of the wall at the point of exit. These flanges must be clamped to the wall with bolts through the wall.

1.13. Accessories

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

2. **Alternator**

2.1. General

The alternator shall be of the self excited brush less type, with enclosed ventilated drip proof housing. The alternator shall be generally constructed and rated in accordance with SANS 8528 – Part 3. The alternators thermal insulation class shall be Class H (or better).

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

2.2. Regulation

The alternator must preferably be self-regulated and shall incorporate a self-contained automatic voltage regulator. The inherent voltage regulation must not exceed plus or minus 5% of the nominal voltage specified, at all loads with the power factor between unity and 0,8 lagging and within the driving speed variations of 4,5% between no-load and full load.

2.3. Performance

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

2.4. Coupling and Bearing

The alternator may be either the single or two bearing type and shall be directly coupled to the engine by means of a bell housing in such a manner as to ensure permanent alignment of the alternator and engine

3. **Switchboard**

3.1. General

A switchboard must be supplied and installed to incorporate the equipment for the

control and protection of the generating set and battery charging.

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

3.2. Construction

The switchboard shall be a totally enclosed, floor, wall or unit mounted, fabricated from steel panels, carried on and-substantial angle iron framework.

The board shall be flush fronted and all equipment to be mounted behind the front plate, on suitable supports.

All equipment, connections and terminals shall be easily accessible from the front. The front panels may be either hinged or removable and fixed with studs and chromium-plated cap nuts. Self tapping screws shall be used in the construction of the board.

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

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

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

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

The automatic control and protection equipment shall be mounted on a separate easily replaceable small panel with printed circuits. The equipment shall mainly be the "solid state" type. After mounting the equipment on the panel, the rear of this panel shall be sealed with epoxy-resin. However, other proven control systems may also be considered, but must be described in detail.

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

3.3. Protection and Alarm Devices

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

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

A proprietary, solid state engine controller shall be incorporated into the generator set switchboard.

In all cases, preference will be given to systems that require the minimum of discrete components.

The basic controller shall incorporate the following features:

1. Automatic starting feature to provide three start attempts of 10 seconds duration with 10 second intervals between attempts and lock-out after the third start failure.
2. Mains voltage sensing on each phase of the utility supply. Should there be a voltage drop on any one or combination of phases of more than 20% then the controller shall initiate the engine start sequence after an adjustable time delay of between 0 and 10 seconds.
3. Upon restoration of the utility supply, the diesel plant must continue to supply the load for an adjustable time of between 0 and 30 seconds.
4. For liquid cooled engines, an off-load stop timer shall be provided to enable the set to run for a further 5 minutes before shutting down.
5. Generator voltage sensing feature monitoring the generator output to trip the generator protection circuit breaker in the event of a voltage drop on any one or combination of phases of more than 20% of the nominal voltage.
6. Incorporate an alarm annunciator that shall feature a resettable alarm giving both visual and audible indication of specific faults.

It shall only be possible to cancel the alarm when a fault condition has been rectified, restored to normal and the controller reset.

The following alarms and/ or trip functions shall typically be installed:

Function	Alarm	Trip
Emergency stop		X
High engine temperature alarm	X	
High engine temperature trip (Higher than alarm)		X
Low water	X	X
High engine rpm	X	X
Alternator under voltage	X	X
Start sequence failure	X	
Low fuel level alarm	X	
Low fuel level trip (Lower than alarm)		X
Low oil pressure	X	X
Battery charger alternator failure	X	

3.4. Manual Starting

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

3.5. Battery Charging Equipment

Each switchboard shall be equipped with battery charging equipment.

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

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

3.6. Switchboard Instruments

If discrete components are used, each generating set shall have a switchboard equipped as follows:

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

3.7. Marking

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

3.8. Earthing

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

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

3.9. Operation Selector Switch

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

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

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

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

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

3.10. 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.

3.11. 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.

3.12. Installation

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

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

3.13. Warning Notices

Notices, in English, must be installed in the plant rooms.

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.
- (e) Hearing protection

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

Notices (a) must be installed outside next to the entrance of the plant room and (b-d) inside the plant room.

In the plant room, a clearly legible and indelible warning notice must be mounted in a conspicuous position.

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 plant.

3.14. Construction

The engine and alternator of the set shall be built together on a common frame, which must be mounted on a skid base on anti-vibration mountings. The set must be placed direct on the concrete of the generator room where applicable. A drip tray must be fitted under the engine. The tray must be large enough to catch a drip from any part of the engine.

The frame must be of the 'DUPLEX' type.

3.15. Operation

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

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

The automatic control shall make provision for three consecutive starting attempts. Thereafter the set must be switched off, and the start failure relay on the

switchboard must give a visible and audible indication of the fault.

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

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SECTION 3 – TECHNICAL SPECIFICATION

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SECTION 3 – TECHNICAL SPECIFICATION

1. **General**

Supply, deliver, install, test, commission, and maintain a 150kVA, 3ph, 400V silenced canopy, emergency generating set at Mqanduli Correctional Centre.

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

The suitable position of the Generator Set shall be determined onsite, near the main incomer.

2. **Site Information and Conditions**

Location

Mqanduli Correctional Centre: Main Street, in the Eastern Cape Province.

3. **Switchboard/Control Panel Unit**

All switch- and control gear shall be rated and protected for a fault current level of at least 6kA.

The switchboard/control panel unit shall be set mounted type, which shall be installed in the same canopy with the generator.

or

The switchboard shall be surface wall mounting or a free-standing floor and shall be supplied in accordance with clause 3 of Section 2 of this specification, and shall incorporate the following additional switch gear, accessible through the front panel:

MAIN SWITCH
(Standby Power)

DISTRIBUTION BOARD

LOCAL CIRCUITS

LIGHT CIRCUIT

SOCKET OUTLET CIRCUIT

SPACE & MOUNTING FACILITIES

4. **Cables**

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

5. **Engine**

The engine shall be rated for prime power, with a minimum output adequate to

drive an electrical load of 150kVA/120kW at 1500rpm. The battery and battery charger shall be suitably rated for the type of engine supplied and cater for operational requirements as specified in Section 2.

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

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

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

The flywheel shall be covered by approved hoods.

6. Alternator

The Alternator shall be of the low harmonic type, rated for 400V, 50Hz.

7. Load Acceptance

The generator set shall be capable of accepting 100% of the specified site electrical output in a single step within 15 seconds.

8. Generator Room

There is no dedicated generator room at the centre; however the generator shall be placed at the identified location onsite. The contractor in consultation with the DCS and DPWI representatives shall ensure that the identified location does not affect the operation and compliance requirements of the generator.

9. Alarms

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

One alarm hooter and red light shall be supplied and installed on the outside wall of the generator room in the position as shown on site and/or the drawing in this specification.

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

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

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

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

10. Fuel Drip Tray

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

11. Completion Time

The Generator Set is required to be commissioned in accordance with the agreement to be discussed during the site handover meeting.

12. Inform

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

13. Fuel Supply Tank

The fuel tank shall be set mounted or a free-standing type. The tank shall have sufficient capacity for the generating set to run the engine on full load for a period of at least 24 hours.

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

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SECTION 4 – SCHEDULES OF TECHNICAL INFORMATION

1. Engine

NO	ITEM	REMARKS
1.	Manufacturer's Name	
2.	Country of Origin	
3.	Manufacturer's model No. and year of manufacture	
4.	Continuous sea level rating after allowing for ancillary equipment: a) In b.h.p. b) In kW	
5.	Percentage de-rating for site conditions, in accordance with BS 551.4 a) For altitude b) For temperature c) For humidity d) Total de-rating	
6.	Net output on site in kW	
7.	Nominal speed in r.p.m.	
8.	Number of cylinders	
9.	Strokes per working cycle	
10.	Stroke in mm	
11.	Cylinder bore in mm	
12.	Swept volume in cm ³	
13.	Mean piston speed in m/min	
14.	Compression ratio	
15.	Cyclic irregularity	
16.	Fuel consumption of the complete generating set on site in l/h of alternator output at: a) Full load b) $\frac{3}{4}$ load c) $\frac{1}{2}$ load NOTE: A tolerance of 5% shall be allowed above the stated value of fuel consumption.	

17.	Make of fuel injection system.	
18.	Capacity of fuel tank in litres	
19.	Is gauge glass fitted to tank?	
20.	Is electric pump for filling the fuel tank included?	
21.	Method of starting	
22.	Voltage of starting system	
23.	Method of cooling	
24.	Type of radiator if water-cooled	
25.	Type of heater for warming cylinder heads	
26.	Capacity of heater in kW	
27.	Method of protection against high temperature	
28.	Method of protection against low oil pressure	
29.	Type of governor	
30.	Speed variation in % a. Temporary b. Permanent	
31.	Minimum time required for as assumption of full load in seconds	
32.	Recommended interval in running hours for : a. Lubricating oil change b. Oil filter element change c. Decarbonising	
33.	Type of base	
34.	Can plant be placed on solid concrete floor?	
35.	Are all accessories and ducts included?	
36.	Is engine naturally aspirated?	
37.	Are performance curves attached?	
38.	Diameter of exhaust pipe	
39.	Noise level in plant room in dBA	
40.	Noise level at tail of exhaust pipe in dBA	
41.	BMEP (4 stroke) at continuous rating (kPa)	
42.	% Load acceptance to BS 5514, Part 4, with 10% transient speed drop	

2. Alternator

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

3. Switchboard

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

29.	Rating in Amps of : a. Change-over equipment b. Mains on load isolator c. By-pass switch d. Circuit breaker to outgoing feed	
30.	Is manufacture of switchboard/control panel to be sub-let?	
31.	If yes, state name and address of specialist manufacturer	

4. Battery

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

5. Dimensions

NO	ITEM	REMARKS
1.	Overall dimensions of set in mm	
2.	Overall mass	
3.		

6. Deviation from the Specification as An Alternative (State Briefly)

NO	DESCRIPTION

7. **Spare Parts and Maintenance Facilities**

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

SECTION 5 - Pricing Data

SPECIFICATION FOR THE SUPPLY DELIVERY AND INSTALLATION OF A 150kVA, 400V, 50Hz SILENCED CANOPY, EMERGENCY DIESEL GENERATOR SET

5.1. PRICING INSTRUCTION

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5.1 Pricing Instruction

1. GENERAL

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

2. DESCRIPTION OF ITEMS IN THE SCHEDULE

The Bill of Quantities has been drawn up generally in accordance with Civil Engineering Quantities 1990 issued by the SA Institution of Civil Engineers. The short descriptions of the items in the Bill of Quantities are for identification purposes only and the measurement and payment clause of the Standardized Specifications and the Particular Specifications, read together with the relevant clauses of the Project Specification and directives on the drawings, set out what ancillary or associated work and activities are included in the rates for the operations specified.

3. QUANTITIES REFLECTED IN THE SCHEDULE

The quantities given in the Bill of Quantities are estimates only, and subject to remeasuring during the execution of the work. The Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements for it. The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Bill of Quantities and in accordance with the General and Special Conditions of Contract, the Standard, Project and Particular Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste. The validity of the contract will in no way be affected by differences between the quantities in the Bill of Quantities and the quantities finally certified for payment.

4. PROVISIONAL SUMS

Where Provisional sums or Prime Cost sums are provided for items in the Bill of Quantities, payment for the work done under such items will be made in accordance with Clause 6.6 of the General Conditions of Contract 2010. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract. The Bidder shall not under any circumstances whatsoever delete or amend any of the sums inserted in the "Amount" column of the Bill of Quantities and in the Summary of the Bill of Quantities unless ordered or authorized in writing by the Employer before closure of Bidders. Unauthorized changes made by the Bidder to provisional items in the Bill of Quantities, or to the provisional percentages and sums in the Summary of the Bill of Quantities will lead to the disqualification of the Bidder.

5. PRICING OF THE BILL OF QUANTITIES

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

which the Bidder is based.

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

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

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

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

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

All rates and amounts quoted in the Bill of Quantities shall be in Rands and cents and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Bill of Quantities.

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

- (a) the form and nature of the Site and its surroundings, including subsurface conditions,
- (b) the hydrological and climatic conditions,
- (c) the extent and nature of work and materials necessary for the execution and completion of the Works,
- (d) the means of access to the Site and the accommodation he may require and, in general, shall be deemed to have obtained all information (as far as is practicable) as to risks, contingencies and all other circumstances which may influence or affect his Bidder.

6. CORRECTION OF ENTRIES

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

7. ARITHMETICAL ERRORS

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

8. UNITS OF MEASUREMENT

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

No. = Number

% = Percent

Sum = Lump sum

PCsum = Prime cost sum

Prov sum = Provisional sum

m³.km = Cubic metre - kilometre

Km-pas = kilometre - pass

m².pass = square metre –pass

5.2 Bill of Quantities

<u>MQANDULI CORRECTIONAL CENTRE: ELECTRICAL AND GENERATOR INSTALLATIONS</u>		<u>Project No:</u>			
		<u>Revision:</u>		<u>1.0</u>	
<u>BILL OF QUANTITIES</u>		<u>BOQ:</u>			
BILL 1:	PRELIMINARY, GENERAL & MISCELLANEOUS				
ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL
1	In addition to the Contract P&G the total amount allowed under this Schedule shall provide completely for all requirements of the General and Special Conditions of Contract and as specified.	Item	1		
2	Allow for transport/ travelling charges	Item	1		
3	Allow for record drawings and operating instruction	Item	1		
4	Allow for 12 months Guarantee and Maintenance, and up to 1000 running hours as specified.	Item	1		
5	Allow for submission of drawings to the Engineer for approval (Electrical, Mechanical, and Plinth)	Item	1		
6	Allow for lifting gear, cranes etc. that may be required for moving plant and equipment into position.	Item	1		
7	Allow for modification and rerouting of existing main cable. (See accompanying SLD)	Item	1		
8	Test and Commission. Provision of calibrated test equipment, and Certificate of Compliance. Data pack and as built marked up drawing.	Item	1		
BILL 1:	TOTAL CARRIED FORWARD TO SUMMARY:			R	

MQANDULI CORRECTIONAL CENTRE: ELECTRICAL AND GENERATOR INSTALLATIONS				Project No:	0	
				Revision:	1.0	
BILL OF QUANTITIES				BOQ:		
BILL 2:	PROVISION OF GENERATOR INSTALLATION					
ITEM	DESCRIPTION	UNIT	QTY	SUPPLY	INSTALL	TOTAL
2.1	Generator and Accessories					
2.1.1	Supply, deliver, install and commission of 150kVA, 400V, 50hz Silenced Canopy Diesel Generator Set, complete with day tank, and switchboard/changeover panel with controller and switchgear, fuel transfer pump, exhaust system, standard spares and all other accessories.	sum	1			
2.1.2	Fuel Filling of the new Generator day tank.	litre				
2.1.3	Construction of 30Mpa Reinforced Concrete Plinth	sum	1			
2.1.4	Supply and installation of required Earthing (4 x 1800mm earth spikes +70mm ² BCEW around the plinth including exothermic welding)	sum	1			
2.2	Supply and install LV Cabling:					
2.2.1	95mm ² x 4core, PVC/SWA/PVC – Main Incomer to Changeover, From Changeover to Main DB	m	50			
2.2.2	70mm ² BCEW	m	50			
2,3	Supply and install termination of Copper Cable ends:					
2.3.1	95mm ² x 4 core, PVC SWA PVC	sum	1			
2.3.2	70mm ² BCEW	sum	1			

2.4	Supply and install LV Control, Switchgear & Distribution Boards:					
2.4.1	Colour code all the DBs face plate with signal red colour	each	6			
2.4.2	250A, 3P, Isolator.	each	1			
2.4.3	250A - Junction Box	each	1			
2,5	Trenching and Reinstatement					
2.5.1	Soft soil, dig, backfilling	m3	2			
2.5.2	Reinstate lawn	m3	0			
2.5.3	Concrete, cut & remove	m3	2			
2.5.4	Reinstating new concrete slab	m3	2			
2.5.5	Reinstate paving bricks	m3	2			
2.5.6	110mm PVC pipe	m	10			
2.6	Labelling of new electrical installation as per specification, including cables and legend cards.	sum	1			
BILL 2:	TOTAL CARRIED FORWARD TO SUMMARY:					

MQANDULI CORRECTIONAL CENTRE		
PROVISION OF ELECTRICAL AND GENERATOR SERVICES		
BILL 3	BIDDER SUMMARY	
ITEM	DESCRIPTION	
BILL 1	PRELIMINARY, GENERAL AND MISCELLANEOUS	R
BILL 2	PROVISION OF GENERATOR INSTALLATION	R
	SUB TOTAL	R
	Any other items, which may have been specified and do not appear or are not included in the items of the bill, that the Bidder wishes to add to the bill.	R
		R
		R
	Any other items which may be required to complete the works in full as specified, which do not appear or are not included in the items of the bill, that the Bidder wishes to add to the bill.	R
		R
	CONTINGENCY – 5%	R
	VAT	R
	TOTAL NETT BIDDER PRICE CARRIED FORWARD TO BIDDER FORM	R
<p>I, the undersigned, the authorised designated signatory, undertake to carry out the works in accordance with the conditions of contract, the specifications and drawings, for the Bidder sum as indicated and within the time for completion as specified in the Contract.</p>		
Bidder's name:		
Bidder's signature:		Date
Name of Firm:		
Address:		
Telephone number:		
Cellular number:		
E Mail Address:		

INDEPENDENT DEVELOPMENT TRUST

C3 Scope of Work

1 DESCRIPTION OF THE WORKS

1.1 Employer's objectives

The employer's objective is to provide:

Supply, Delivery, Installation and Commissioning of A 150KVA, 400V, 50HZ Silenced Canopy, Emergency Diesel Generator Set at Mqanduli CC – Eastern Cape.

1.2 Overview of the works

1.3

Supply, Delivery, Installation and Commissioning of A 150KVA, 400V, 50HZ Silenced Canopy, Emergency Diesel Generator Set at Mqanduli CC – Eastern Cape.

1.4 Location of the works

The designated site to be shown to the contractor in Mqanduli CC, Eastern Cape.

Temporary works

To be communicated to the winning bidder before construction commences

1 DRAWINGS

No Drawings

- **Architectural drawings**

No Drawings

2 PROCUREMENT

2.1 Preferential procurement procedures

The works shall be executed in accordance with the conditions attached to preferences granted in accordance with the preferencing schedule.

2.1.1 Requirements for the sourcing and engagement of labour.

2.1.1.1 Labour required for the execution of all labour-intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.

2.1.1.2 The rate of pay set for this project is as follows:

Description	Daily wage for 8-hour work day (Minimum)	Important Note to Bidders
Unskilled labour	R 185-52	NB: Bidders are to check and verify rates used in the area during compulsory briefing or before submitting bid document.
Semi-skilled labour	R 231-20	
Skilled labour	R 251-76	
Supervisor	R 307-84	

..

- 2.1.1.3** Tasks established by the contractor must be such that:
- the average worker completes 5 tasks per week in 40 hours or less; and
 - the weakest worker completes 5 tasks per week in 55 hours or less.
- 2.1.1.4** The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 3.1.1.3.
- 2.1.1.5** The Contractor shall, through all available community structures, inform the local community of the labour-intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:
- where the head of the household has less than a primary school education.
 - that have less than one full-time person earning an income.
 - where subsistence agriculture is the source of income.
 - those who are not in receipt of any social security pension income
- 2.1.1.6** The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:
- 25 % women.
 - 50% youth who are between the ages of 18 and 25; and
 - 2% on persons with disabilities.
- 2.1.2 Specific provisions pertaining to SANS 1914-5**
- 2.1.2.1 Definitions**
- 3.1.2.1.1 Targeted labour: Unemployed persons who are employed as local labour on the project.
- 2.1.2.2 Contract Participation Goal**
- 3.1.2.2.1 The minimum Contract Participation Goal applicable to the Contract is 30%.
- 3.1.2.2.2 The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid, and any training allowance paid in respect of agreed training programmes. The Person / days will be calculated in accordance with Addendum F: Contract Person / Days Calculation Format.
- 2.1.2.3 Terms and conditions for the engagement of targeted labour**
- 3.1.2.3.1 Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts to be signed between the Contractor and workers will be in accordance with the pro-forma contract, attached as Addendum D.
- 3.1.2.3.2 Further to the provisions of clause 5.2 of SANS 1914-5, the Contractor will use the pro-forma attendance register, attached as Addendum E, to record the required information as per said clause.

2.1.2.4 Variations to the SANS 1914-5

None

2.1.2.5 Training of targeted labour

3.1.2.5.1 The Employer will appoint a service provider that will provide training to the workers. The Contractor need not to provide for payment of said service provider.

3.1.2.5.2 Workers will receive 2 days training per every 22 working days for the duration of the Contract.

3.1.2.5.3 An allowance equal to 100% of the task rate or daily rate shall be paid by the Contractor to workers who attend training, in terms of 3.1.2.5.

3.1.2.5.4 Records pertaining to the attendance, progress and performance of trainees will be kept by the Contractor and made available to the Employer monthly. These records shall be attached to the monthly progress payment certificates to the Employer.

3.1.2.5.5 The Contractor shall do nothing to dissuade targeted labour from participating in training programmes.

3.2 Subcontracting

3.2.1 Scope of mandatory subcontract work

As per the mandatory sub-contracting clause, the Contractor must not sub-contract more than 30% of work to Domestic Sub-contractors.

The Contractor shall without delay enter into contracts with the Domestic Subcontractors as submitted on the returnable schedule and forward a copy of these agreements to the Principal Agent. The Contractor shall remain responsible for providing the subcontracted portion of the works as if the work had not been subcontracted.

The Contractor to take note of item 3.2.2 below

3.2.2 Preferred subcontractors / suppliers

3.2.3 Subcontracting procedures

See items 3.2.1 and 3.2.2 as well as Bid data

3.2.4 Attendance on subcontractors

Attendance to Domestic Sub-contractors as stated above should be priced under the relevant items in the Preliminaries section of the bills of quantities. Attendance to nominated sub-contractors should be priced under the relevant items in the Provisional Sums section of the bills of quantities.

4. MANAGEMENT

4.1 Recording of weather

The Contractor shall erect an effective rainfall gauge on the site and record the daily rainfall figures in a book. Such book shall be handed to the employer's representative for his signature no later than 12 days after rain that is considered to justify an extension of time occurs.

4.2 Unauthorized persons

The Contractor shall always keep unauthorized persons from the works. Under no circumstances may any person except guards be allowed to sleep on the building site.

4.3 Management meetings

The Employer's Representative and the Contractor shall hold meetings relating to the progress of the works at regular intervals and at other such times as may be necessary. The Contractor shall attend all site meetings and shall ensure that all persons under his jurisdiction are notified timeously of all site meetings should the Employer's Representative require their attendance at such meetings.

The Contractor shall keep on site a set of minutes of all site meetings, daily records of resources (people and equipment employed), a site instruction book, a complete set of contracts working drawings and a copy of the procurement document and make these available at all reasonable times to all persons concerned with the contract.

4.4 Forms for contract administration

The Contractor shall be required to submit an updated contractor monthly report during site meetings, which will be used by the consultant to update the client.

4.5 Payment certificates

The Contractor to ensure that the VAT invoice required with each certificate is delivered timeously. The date of the certificate will be that of the date when the certificate is received by the consultant.

The Contractor to ensure timeous submission of all required documentation for the expedient processing of payment certificates, as required by the client, e.g. BAS entity forms, company registration details, VAT clearance certificates, etc. The Contractor is responsible for such documentation submission.

4.6 Addenda

- 4.6.1 Occupational Health and Safety Regulations (*ADDENDUM A*)
- 4.6.2 Standard Occupational Health and Safety Specification (*ADDENDUM B*)
- 4.6.3 Environmental Management Plan (*ADDENDUM C*) (will be made available to the successful bidder)
- 4.6.4 Pro-forma contract between Contractor and Worker (*ADDENDUM D*)
- 4.6.5 Pro-forma Attendance Register (*ADDENDUM E*)
- 4.6.6 Contract Person / Days Calculation Format (*ADDENDUM F*)
- 4.6.7 Contractor monthly report format (see 4.4 above) also available in electronic format (*ADDENDUM G*)
- 4.6.8 Guidelines for the implementation of labour-intensive infrastructure projects under the Expanded Public Works Programme (*ADDENDUM H*) (available on the following [website www.epwp.gov.za](http://www.epwp.gov.za))
- 4.6.9 IDT Addendum to the JBCC (*ADDENDUM I*)

ADDENDUM A

Occupational Health and Safety Regulations

GOVERNMENT NOTICE

DEPARTMENT OF

LABOUR

No. R.

7 February 2014

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993

CONSTRUCTION REGULATIONS, 2014

The Minister of Labour has under section 43 of the Occupational Health and Safety Act, 1993 (Act No.85 of 1993), after consultation with the Advisory Council for Occupational Health and Safety, made the regulations in the Schedule.

ADDENDUM A

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993
Regulation 3 of the Construction Regulations, 2014

NOTIFICATION OF CONSTRUCTION WORK

1.(a) Name and postal address of principal contractor:

(b) Name and tel. no of principal contractor's contact person:

2. Principal contractor's compensation registration number: _____

3.(a) Name and postal address of client:

(b) Name and tell no of client's contact person or agent:

4.(a) Name and postal address of designer(s) for the project:

(b) Name and tel. no of designer(s) contact person:

5. Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulation 6. (1). _____

6. Name/s of principal contractor's sub-ordinate supervisors on site appointed in terms of regulation 6. (2).

7. Exact physical address of the construction site or site office:

8. Nature of the construction work:

9. Expected commencement date: _____

10. Expected completion date: _____

11. Estimated maximum number of persons on the construction site.

12. Planned number of contractors on the construction site accountable to principal contractor:

13. Name(s) of contractors already chosen.

Principal Contractor _____

_____ Date

Client _____

_____ Date

- THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR **PRIOR TO COMMENCEMENT** OF WORK ON SITE.
- **ALL PRINCIPAL CONTRACTORS** THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER PRINCIPAL CONTRACTOR ON THE SAME SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.

ADDENDUM B

Occupational Health and Safety Specification

INDEPENDENT DEVELOPMENT TRUST

(Hereinafter referred to as the Employer)

OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

This specification shall be used in conjunction with all other applicable safety specifications, legislation and regulations in force at the time of the contract. Where unique site specifications are in force, those site specifications shall take precedence over this Specification.

IDT East London Office
Palm Square Business Park
Silverwood House, Bonza Bay
Road BEACON BAY, EAST
LONDON E20 0

Contact:

Name: Ms. Z. Madzidzela

Telephone: (043) 711 6000

ADDENDUM "A"

**PRO-FORMA AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY
ACT 1993**

PRO-FORMA AGREEMENT IN TERMS OF

OCCUPATIONAL HEALTH AND SAFETY ACT 1993 – SECTION 37 (2)

NEW CONSTRUCTION SAFETY REGULATIONS

The above-mentioned regulations were promulgated in the Govt. Gazette on Friday, 18 July 2014 under the Occupational Health & Safety Act (85 of 1993) and are now in force.

The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act 1993 (Act 85 of 1993, hereinafter referred to as the Act), that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:

- (a) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all the relevant provisions of the Act and theregulations promulgated in terms of the Act, and the Employer’s Health and Safety Specifications included in the contract documents.
- (b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations and the Employer’s Health and Safety Specifications included in the contract documents will be complied with in all respects.
- (c) In relation to any work or activity performed by the Contractor, his workmen or any other person for whose acts or omissions the Contractor is responsible in terms of the Contract, the Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from itself being obliged to comply with any of the aforesaid duties, obligations and prohibitions.
- (d) The Contractor agrees that any duly authorised officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records held by the Contractor.
- (e) The Contractor shall be obliged to report forthwith in writing to the Representative/Agent full details of any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract.
- (f) Forward “safety meeting” minutes to the representative/Agent.

For the Employer: _____ Date: _____

Witnesses: 1) : _____ 2) _____

For the Contractor: _____ Date: _____

Witnesses: 1) : _____ 2) _____

ADDENDUM "B"

NOTIFICATION OF CONSTRUCTION WORK

NOTIFICATION OF CONSTRUCTION WORK
(Regulation 3 of the Construction Regulations, 2014)

1. CONTRACTOR

1.1 Name and postal address of Contractor:

1.2 Name and telephone number of Contractor's contact person:

1.3 Contractor's compensation registration number:

1.4 Name and telephone number of Contractor's Construction Supervisor:

1.5 Physical address of the construction site or site office:

1.5 Estimated number of persons on the construction site:

1.6 Estimated number of Subcontractors on the construction site accountable to the Contractor:

2. EMPLOYER

2.1 Name and postal address of Employer:

2.2 Name and telephone number of Employer's Principal Agent:

3. DESIGN CONSULTANTS

3.1 Name and postal address of design consultants:

3.1.1 Construction project managers/ Principal Agents:

None

3.1.2 Quantity Surveyor:

None

3.1.5 Security engineer:

3.1.6 Other (if any):

3.2 Name and telephone number of design consultant's contact person:

3.2.1 Construction project managers/ Principal Agent:

AS PER ABOVE 3.1 _____

3.2.2 Architects:

AS PER ABOVE 3.1 _____

3.2.3 Quantity Surveyor:

AS PER ABOVE 3.1 _____

3.2.4 Structural engineer:

AS PER ABOVE 3.1 _____

3.2.5 Electrical engineer:

AS PER ABOVE 3.1

3.2.6 Mechanical engineer:

AS PER ABOVE 3.1

3.2.7 Civil engineer:

AS PER ABOVE 3.1

3.2.8 Security engineer:

3.2.9 Other (if any _____)

4. THE WORKS

Nature of the works:

Maintenance of Flushing School Toilets in Chris Hani East District.

Commencement date: _____

Completion date: _____

Contractor: _____ Date: _____

Employer: _____ Date: _____

THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR **PRIOR TO COMMENCEMENT** OF WORK ON SITE.

ALL CONTRACTORS THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER CONTRACTOR ON THE SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.

ADDENDUM C

Environmental Management Plan

TO BE PROVIDED BY THE SUCCESSFUL BIDDER

ADDENDUM I
