



NORTH WEST PROVINCIAL LEGISLATURE

APPOINTMENT OF AN EXPERIENCED AND COMPETENT SERVICE PROVIDER TO BID FOR THE REPLACEMENT OF THE EXISTING INDOOR 600KVA STANDBY GENERATOR WITH AN INDOOR 800KVA STANDBY GENERATOR.

TENDER NUMBER : NWPL01/23/24

CLOSING DATE : 27 MARCH 2024

CLOSING TIME : 11H00 am

DATA SHEET FOR TENDERERS

CONTRACT DESCRIPTION	APPOINTMENT OF AN EXPERIENCED AND COMPETENT SERVICE PROVIDER TO BID FOR THE REPLACEMENT OF THE EXISTING INDOOR 600KVA STANDBY GENERATOR WITH AN INDOOR 800KVA STANDBY GENERATOR.
TENDER CLOSING DATE:	27 MARCH 2024 AT 11:00 AM
OWNER	NORTH WEST PROVINCIAL LEGISLATURE
ADDRESS	NORTH WEST PROVINCIAL LEGISLATURE BUILDING, DR JAMES MOROKA DRIVE, MMABATHO 2735
TENDER DOCUMENT LOCATION	www.nwpl.gov.za
OPEN FOR ACCEPTANCE:	90 DAYS FROM TENDER CLOSING
COMPULSORY BRIEFING MEETING:	<p>COMPULSORY BRIEFING SESSION WILL BE HELD AT 11H00am ON THE 13 MARCH 2024 AT THE NORTH WEST PROVINCIAL LEGISLATURE BUILDING, COMMITTEE ROOM 1, DR JAMES MOROKA DRIVE, MMABATHO 2735.</p> <p>FAILURE TO ATTEND THE COMPULSORY BRIEFING SESSION WILL AUTOMATICALLY DISQUALIFY POTENTIAL BIDDERS</p>

12/

INVITATION TO BID

1. BID NO NWPL 01/23/24: APPOINTMENT OF AN EXPERIENCED AND COMPETENT SERVICE PROVIDER TO BID FOR THE REPLACEMENT OF THE EXISTING INDOOR 600KVA STANDBY GENERATOR WITH AN INDOOR 800KVA STANDBY GENERATOR.

1.1. You are hereby invited to bid for the abovementioned bid. Kindly receive the attached documents for full completion and to be returned with the bid documents as follows:

- SBD 1. Invitation to Bid
- SBD 4. Declaration of Interest form
- SBD 6.1 Claim Form in terms of the Preferential Procurement Regulations of 2022
- The conditions contained in the JBCC 2000 principal building agreement (edition 4.1 of march 2005) as well as any special conditions relating to this bid are applicable.

1.2. Duly completed and signed documents must be put in a clearly marked envelope with the following information;

Bid No **NWPL 01/23/24**

Closing date **27 MARCH 2024**

Closing time **11H00am**

1.3. No telegraphic or facsimile bids will be considered.

1.4. The NWPL reserves the right to accept the bid in whole or in part and does not bind itself to accept the lowest or any bid.

1.5. For more information on the technical specifications please contact

Technical : Mr Mononotshi Mongwaketsi @ 018 392 7604/7000

Bid Info : Mr Kagiso Metsileng @ 018 392 7026

- There will be a **compulsory briefing session** for the tender on the **13 March 2024 at 11h00am**, NWPL Building. Ground Floor, Committee Room No 1. Bidders who will be attending the compulsory briefing session are advised to bring along their identity documents to be allowed into the building.
- Enquiries received after 14:00 on the **20 March 2024** will not be attended to.
- The bid will close on the **27 March 2024 at 11h00am**.

- The Tender box is situated on the ground floor of the Legislature Building:

North West Provincial Legislature Building

Dr James Moroka Drive

Mmabatho

2735

1.6. Bid requirements:

1.6.1. Late bids will not be considered

1.6.2. Validity Period is ninety (90) days.

1.6.3. All bids must be quoted in SA Rand value

1.6.4. All relevant documents must be completed in ink signed and initialized of page

1.6.5. Use of correction pen (*tippex*) and pencil in the bid document will render the document invalid.

1.6.6. Cancellations made in the bid documents should be endorsed by signature of the relevant signatory.

2. EVALUATION CRITERIA

2.1. Evaluation Phase One – SCM Administrative Requirements

2.2. Evaluation Phase Two – Mandatory Requirements

2.3. Evaluation Phase Three – Functionality

2.4. Evaluation Phase Four – 80/20 Preference Points

2.1 PHASE 1 – SCM ADMINISTRATIVE COMPLIANCE

Bids received will be verified for completeness and correctness. The North West Provincial Legislature reserves the right to accept or reject a bid based on the completeness and correctness of the documentation and information provided.

Bidders are to ensure that they submit the following documentation/information with their bid.

DOCUMENT	COMMENTS
Proof of registration on the Central Supplier Database (CSD)	Bidders must be registered on CSD
Original Tender Document Issued	Completed and <i>initialize each page</i>
SBD 1 (Invitation to Bid)	Completed and signed
SBD 4 (Declaration of Interest)	Completed and signed
SBD 6.1 (Preferential Procurement Point)	Completed and signed
Completed and Signed Form of Offer and Acceptance	Completed and signed
Complete Bill of Quantities filled in clearly legible and in permanent ink	Completed and signed

2.2. PHASE 2 - MANDATORY REQUIREMENTS

Individual or Joint Venture (JV), companies must ensure that the following documents are attached:

- 2.2.1. Valid Company Registration Certificate (CIPC)
- 2.2.2. Valid Certified Copies of ID(s) Directors or Main Shareholders
- 2.2.3. Valid Tax Compliance Status with PIN
- 2.2.4. Minimum Required CIDB Grading **4EB/4ME** or Higher
- 2.2.5. A Letter of Intent from an approved insurer undertaking to provide the Performance Guarantee (Construction Guarantee)
- 2.2.6. Signed Letter of Intent to enter into Joint Venture, Consortium or to Sub contract (Where applicable)
- 2.2.7. Authority of Lead partner to sign the documents for JVs (where applicable)
- 2.2.8. Valid Certified: Certificate of Good Standing Compensation Commissioner
- 2.2.9. Valid Certified: Proof of Insurance Cover (Public Liability)

PLEASE NOTE: PROPER CERTIFICATION OF DOCUMENTS MEANS:

- A copy of the original document must be certified with an original certification stamp. No Certified copies of copies will be accepted
- Certification must be signed by a registered commissioner of oaths, or at the police station, it must be dated, and the date stamp must not be older than six (6) months.

2.3. PHASE 3: FUNCTIONALITY

A. The Functionality Weighting Applicable to this BID

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

No.	FUNCTIONALITY CRITERIA-TENDER RATING MATRIX		A	B	C
			WEIGHTING	MAXIMUM SCORE	TENDER SCORE
1	Skills and Capacity to Deliver	Key personnel for the project i.e., Foreman/Site Manager with relevant engineering qualification and experience (CV with certified copies of qualifications/trade test must be attached) <i>Proof of Qualification and Registered with Professional Engineering Body/Trade Test – Submitted = 5; Not Submitted = 0</i> <i>Experience - {0 - 4yrs = 1; 5 - 9yrs = 3; 10yrs and above = 5}</i>	10	30	
		Key personnel for the project i.e., Mechanical Technician with relevant qualification and experience, including Wireman's License (CV with certified copies of qualifications/trade test must be attached) <i>Proof Qualification, Professional Registration with Engineering Body/Trade Test – Submitted = 3.75; Not Submitted = 0</i> <i>Experience - {0 - 4yrs = 1; 5 - 9yrs = 2; 10yrs and above = 3.75}</i>	7.5		
		Key personnel for the project i.e., Electrician with relevant qualification and experience, including Wireman's License (CV with certified copies of qualifications/trade test must be attached) <i>Proof Qualification, Professional Registration with Engineering Body/Trade Test & Wiremans Lisence – Submitted = 3.75; Not Submitted = 0</i> <i>Experience - {0 - 4yrs = 1; 5 - 9yrs = 2; 10yrs and above = 3.75}</i>	7.5		
		Key personnel for the project Qualified Safety Officer with relevant post qualification experience (CV with certified copies of qualifications must be attached) <i>Proof Qualification/Trade Test – Submitted = 5; Not Submitted = 0</i> <i>Experience - {0 - 4yrs = 1; 5 - 9yrs = 3; 10yrs and above = 5}</i>	5		
2	Company work experience (Please provide Appointment	4 or more successfully completed projects in supply, installation, and commissioning of standby generators in the last 3 years by the contractor. If the project was completed within the last 6 months, a practical completion certificate is acceptable. If the project was completed more than 6 months ago but up to 3 years, it must have a final completion certificate. <i>Appointment Letter/Order, Signed Final or Practical completion certificates must be attached.</i>	20	20	

LT

		3 successfully completed projects in supply, installation, and commissioning of standby generators in the last 3 years by the contractor. If the project was completed within the last 6 months, a practical completion certificate is acceptable. If the project was completed more than 6 months ago but up to 3 years, it must have a final completion certificate. <i>Appointment Letter/Order, Signed Final or Practical completion certificates must be attached.</i>	15		
		2 successfully completed projects in supply, installation, and commissioning of standby generators in the last 3 years by the contractor. If the project was completed within the last 6 months, a practical completion certificate is acceptable. If the project was completed more than 6 months ago but up to 3 years, it must have a final completion certificate <i>Appointment Letter/Order, Signed Final or Practical completion certificates must be attached.</i>	10		
		1 successfully completed projects in supply, installation, and commissioning of standby generators in the last 3 years by the contractor. If the project was completed within the last 6 months, a practical completion certificate is acceptable. If the project was completed more than 6 months ago but up to 3 years, it must have a final completion certificate. <i>Appointment Letter/Order, Signed Final or Practical completion certificates must be attached.</i>	5		
		0 successfully completed projects in supply, installation, and commissioning of standby generators in the last 3 years by the contractor.	0		
3	Bank Rating (Tenderer must provide proof from the bank)	The bank certificate with the original stamp and signature; <i>within 3 months from date of tender.</i> A - rating	10	10	
		The bank certificate with the original stamp and signature; <i>within 3 months from date of tender.</i> B – rating	8		
		The bank certificate with the original stamp and signature; <i>within 3 months from date of tender.</i> C - rating	6		
		The bank certificate with the original stamp and signature; <i>within 3 months from date of tender.</i> D – rating	4		
		The bank certificate with the original stamp and signature; <i>within 3 months from date of tender.</i> E & F - rating	2		
4	Methodology and Construction Programme	A) Detailed Construction/Installation Programme relevant to the Scope of Work. The Programme must demonstrate the Tenderer's approach and allocation of resources to achieve activities within the prescribed timeframes. Attached a Construction Programme		15	
		Good (Submitted a detailed Construction/Installation Programme acceptable for approval by the Employer's Representatives with innovative programming interventions to accelerate project objectives).	15		
		Acceptable (Provided a Construction/Installation Programme and demonstrated implement ability to meet project objectives).	10		
		Poor (Provided a Construction/Installation Programme but details are missing).	5		

		Unacceptable (Does not demonstrate basic programming techniques & capabilities).	0		
		B) Tenderer demonstrates the ability to implement the Construction/Installation Programme and have a work implementation strategy assigned to the respective tasks for the optimization of resources.			
		Good (Submitted an excellent methodology and execution strategy that demonstrates clearly how the project objectives will be met along with a clear risk management plan. An innovative approach is to be presented that ensures successful implementation of critical activities. The methodology is to include a schedule of required construction/Installation plant and resources required for the successful implementation of the project).	15	15	
		Acceptable (Provided a detailed methodology and execution strategy with associated activities and resource optimization synchronized to meet the project objectives).	10		
		Poor (Provided a basic implementation strategy but lacks a clear understanding of the project scope and detailed deliverables).	5		
		Unacceptable (Does not demonstrate a basic implementation strategy linked with the construction programme and project objectives).	0		
5	Delivery Timeframe	Delivery within Three months	10	10	
		Delivery beyond Six months	5		
Total Score (100%)				100%	

BIDDERS NEED TO REACH A MINIMUM OF (70) TO QUALIFY TO THE NEXT STAGE OF EVALUATIONS

- 2.3.1. A minimum threshold of 70% must be attained by the bidder before the proposal can be taken to the next stage of the evaluation, which is evaluation on price using the 80/20 Preference Point System.

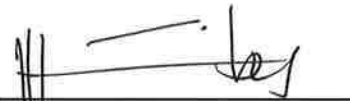
1.5

2.4. PHASE 4: PRICE AND PREFERENCE POINTS

The bid will be evaluated on Price and Specific Goals., where 80 points will be allocated for price and 20 points allocated for Specific Goals. Bidders must qualify on all phases to be considered for this final phase. The bidder who is awarded the highest points on price and Specific Goals at this stage will be awarded the bid.

1	PRICE			80
2	SPECIFIC GOALS	POINTS	EVIDENCE REQUIRED	POINTS
2.1	HDI GOALS			5
	Black	1	ID Document / CSD	
	Women	3	ID Document	
	Disabilities	1	Medical Certificate	
3	LOCALITY			10
	Enterprise Located in North West Province (Inclusive of South African Based)	10	A Municipal Rates Invoice in the Name of the Company Submitting the bid that has been issued within the last three months OR A Signed Lease with Property owner located in that municipality/township OR A Utilities rates statement (Eskom, Telkom fixed lines services) showing the Physical Address and the Company or Director Name	
	Enterprise Located in South Africa	5	Company Registration Document	
4	Promotion of Youth	Valid Proof of ID Document		5
5	TOTAL			100

The North West Legislature is a National Key Point, and as such the awarded bidder and key personnel will undergo security screening and vetting.



ADV.L. I NETSHITUMBU

SECRETARY OF THE NORTH WEST PROVINCIAL LEGISLATURE

01/03/2024

DATE





NORTH WEST PROVINCIAL LEGISLATURE

TENDER DOCUMENT

FOR

APPOINTMENT OF AN EXPERIENCED AND COMPETENT SERVICE PROVIDER TO BID FOR THE REPLACEMENT OF THE EXISTING INDOOR 600KVA STANDBY GENERATOR WITH AN INDOOR 800KVA STANDBY GENERATOR.

TENDER NO: NWPL 01/23/24

CONSISTING OF THE FOLLOWING IN ONE VOLUME

VOLUME 1 - TENDERING PROCEDURES

VOLUME 2 - RETURNABLE DOCUMENTS

VOLUME 3 - THE CONTRACT

TENDER DOCUMENT

ISSUED BY:

North West Provincial Legislature

Private Bag X 2018

Mmabatho

2735

TABLE OF CONTENTS

VOLUME 1: TENDERING PROCEDURES

T1.1 Tender Notice and Invitation to Tender

Annexure 1: SCM Bid Documents

SBD 1. Invitation to Bid

SBD 4. Declaration of Interest

SBD 6.1 Preference Points Claim Form in terms of the Preferential Procurement Regulations 2023

SBD 7.2. Contract Form – Rendering of Services

T1.2 Tender Data

VOLUME 2: RETURNABLE DOCUMENTS

T2.1 List of Returnable Documents

C1.1 Form of Offer and Acceptance

C2.2 Bills of Quantities

T2.2 Returnable Documents Required for Tender Evaluation Purposes

Resolution of Board of Directors

Resolution of Board of Directors to Enter into Consortia or Joint Ventures

Special Resolution of Consortia or Joint Ventures

Site Inspection Meeting Certificate

Preference Points Claim Form in Terms of the Preferential Procurement Regulation 2017

Particulars of Tenderer's Projects

T2.2 Returnable Documents that will be Incorporated into the Contract

Record of Addenda to Tender Documents

Schedule of Proposed Subcontractors

Particulars of Electrical Contractor

Schedule for Imported Materials and Equipment

VOLUME 3: CONTRACT

Part C1: Agreement and Contract Data

C1.2 Contract Data

C1.3 Form of Guarantee

Fixed Construction Guarantee

Variable Construction Guarantee

Part C2: Pricing Data

C2.1 Pricing Instructions

Part C3: Scope of Work

C3 Scope of Work

Annexure 2: OHS Specification

Part C4: Site Information

C4 Site Information



VOLUME 1: TENDERING PROCEDURES

A handwritten signature or mark, possibly initials, located in the bottom right corner of the page.

1.1 Tender Notice and Invitation to Tender



NOTICE AND INVITATION TO TENDER

NORTH WEST PROVINCIAL LEGISLATURE INVITES TENDERS FOR:

Project title:	APPOINTMENT OF AN EXPERIENCED AND COMPETENT SERVICE PROVIDER TO BID FOR THE REPLACEMENT OF THE EXISTING INDOOR 600KVA STANDBY GENERATOR WITH AN INDOOR 800KVA STANDBY GENERATOR.		
Reference no:	NWPL 01/23/24		
Tender no:	NWPL 01/23/24		
Advertising date:	01 March 2024	Closing date:	27 March 2024
Closing time:	11:00 am	Validity period:	90 days

It is estimated that tenderers should have a CIDB contractor grading designation of **4EB/4ME** or select tender value range select class of construction works*or higher. Tenderers shall be required to demonstrate that they will have in their employ during the contract period the necessary personnel satisfying the requirements of the Scope of Work for labour-intensive competencies for management and supervisory personnel.

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

It is estimated that potentially emerging enterprises should have a CIDB contractor grading designation of ***PE**

select tender value range select class of construction works***PE**or

select tender value range select class of construction works***PE*** or higher.

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

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

<input checked="" type="checkbox"/>	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
<input checked="" type="checkbox"/>	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed, and signed in ink (All as per Standard Conditions of Tender).
<input checked="" type="checkbox"/>	Submission of Form of Offer and Acceptance.
<input checked="" type="checkbox"/>	Submission of applicable Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm/consortium / joint venture.
<input checked="" type="checkbox"/>	Submission of Preference points claim form in terms of the Preferential Procurement Regulations 2022



<input checked="" type="checkbox"/>	Submission of Site Inspection Meeting Certificate. The meeting is to clarify and inform prospective bidders on the scope of works, and to familiarise themselves with the site conditions. Bidders must declare that they understand the complexity of the work
<input checked="" type="checkbox"/>	Submission of Particulars of Tenderer's Projects.
<input checked="" type="checkbox"/>	Submission of Record of Addenda to tender documents
<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD).
<input checked="" type="checkbox"/>	The tenderer will be required to submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.
<input checked="" type="checkbox"/>	Use of correction fluid is prohibited
<input checked="" type="checkbox"/>	1. All Forms in the tender document must be original, and NOT photocopies. 2. Bidders to submit CSD report for all subcontractors.
<input checked="" type="checkbox"/>	Bidders to submit electrical subcontractor's proof of registration with Labour Department.

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

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

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

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

In case where below/above R 50 000 000 is selected, the lowest acceptable tender will be used to determine the applicable preference point system. (To be used in instances where the estimate cannot be reasonably determined or when one is unsure as to what the market price may be).

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

2.4

EVALUATION CRITERIA

A. Tender Eligibility in respect of CIDB Registration:

Contractors who have a contractor grading designation equal to or higher than a contract 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 Industrial Development (CIDB) Regulations, for a **4EB/4ME** class of Construction work, and 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 **4EB/4ME** class of construction work, and
3. The combined contractor grading designation calculated in accordance with the Construction Industrial Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industrial Development Regulations, for a **4EB/4ME** class of Construction work

Collection of tender documents

☒ Bid documents are available for free download on NWPL Website, Procurement, Tender
<https://nwpl.gov.za/>

☐ Alternatively; Bid documents may be collected during working hours at the following address
Office of Infrastructure & Facilities Management Unit, Ground Floor, West Wing, North West
Provincial Legislature, New Parliament Building, Dr James Moroka Drive Mmabatho, 2735. A non-
refundable bid deposit of R 0.00 is payable.

Site inspection meeting

A pre-tender site inspection meeting will be held in respect of this tender.

Attendance of said pre- tender site inspection meeting is compulsory

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

Venue: North West Provincial Legislature
Dr James Moroka Drive
Mmabatho, 2735

Date: **13 March 2024**

Starting time: **11:00am**

8.4

Enquiries related to SCM issues may be addressed to:

SCM Official	Kagiso Metsileng	Telephone no:	018 392 7604/7000
Cell no:	N/A	Fax no:	
E-mail:	kagiso@nwpl.org.za		

Enquiries related to technical issues may be addressed to:

NWPL Project Manager	Mononotshi Mongwaketsi	Telephone no:	018 392 7604/7000
Cell no:	N/A	Fax no:	
E-mail:	mononotshi@nwpl.org.za		

Deposit / return of tender documents

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

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

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

Tender documents may be posted to:		Deposited in the tender box at ground floor:
N/A		North West Provincial Legislature New Parliament Building Dr James Moroka Drive Mmabatho 2735
	OR	

Compiled by:

M.O. MONGWAKETSI		09/02/2024
Name of Project Manager	Signature	Date



Annexure 1: SCM Bid Documents

PART A

SBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)

BID NUMBER:	NWPL01/23/24	CLOSING DATE: 27 MARCH 2024	CLOSING TIME:	11H00am
-------------	--------------	-----------------------------	---------------	---------

DESCRIPTION	APPOINTMENT OF AN EXPERIENCED AND COMPETENT SERVICE PROVIDER TO BID FOR THE REPLACEMENT OF THE EXISTING INDOOR 600KVA STANDBY GENERATOR WITH AN INDOOR 800KVA STANDBY GENERATOR.
-------------	--

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

The North West Provincial Legislature

James Moroka Drive

Mmabatho

2735

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON	Mr K Metsileng	CONTACT PERSON	Mr M. Mongwaketsi
TELEPHONE NUMBER	018 392 7000	TELEPHONE NUMBER	018 392 7000/7406
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	kagiso@nwpl.org.za	E-MAIL ADDRESS	mononotshi@nwpl.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			

1.7.18

SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] Yes No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] Yes No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE CREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		Yes No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
<p>IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO</p> <p>DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO</p> <p>DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO</p> <p>DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO</p> <p>IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES NO</p> <p>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.</p>					

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, 2017, 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, OF 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:

8/4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - The bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
.....
 - 2.2 Identity Number:
 - 2.3 Position occupied in the Company (director, trustee, shareholder²):
.....
 - 2.4 Company/registration Number:
 - 2.5 Tax reference Number:
 - 2.6 VAT Registration Number:
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.
 "State" means –
 - (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
 - (b) any municipality or municipal entity;
 - (c) provincial legislature;
 - (d) national Assembly or the national Council of provinces; or
 - (e) Parliament.

2nd Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder

YES/ NO

Presently employed by the state?

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

.....
Name of state institution at which you or the person
Connected to the bidder is employed :

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

.....
Any other particulars:

2.7.1.1 If you are presently employed by the state, did you obtain

YES / NO

The appropriate authority to undertake remunerative
Work outside employment in the public sector?

If yes, did you attached proof of such authority to the bid

YES/ NO

document?

(Note: Failure to submit proof of such authority, where
applicable, may result in the disqualification of the bid.

2.7.1.2 If no, furnish reasons for non-submission of such proof:

.....
.....

2.7.1.3. Did you or your spouse, or any of the company's directors /

YES/NO

Trustees / shareholders / members or their spouses conduct
Business with the state in the previous twelve months?

2.7.2 If so, furnish particulars:

.....

Do you, or any person connected with the bidder, have

YES/NO

178

Any relationship (family, friend, other) with a person
Employed by the state and who may be involved with
The evaluation and or adjudication of this bid?

2.9.1 If so, furnish particulars.

.....
.....

2.10 Are you, or any person connected with the bidder,

YES/NO

Aware of any relationship (family, friend, other) between
any other bidder and any person employed by the state
who may be involved with the evaluation and or adjudication
of this bid?

2.10.1 If so, furnish particulars.

.....
.....

2.11 Do you or any of the directors / trustees / shareholders / members

YES/NO

of the company have any interest in any other related companies
whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

.....
.....

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

Full Name	Identity Number	Personal Tax Reference Number	State Number Number	Employee / Peral

17

4 DECLARATION

I, _____ THE _____ UNDERSIGNED
(NAME).....

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN
TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT
SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

57

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

1.3 Points for this tender (even in the case of a tender 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 tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, 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 tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20	or	90/10
$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$	or	$Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Promotion of HDI – Historically Disadvantaged Individuals	n/a	5	n/a	
Promotion of Enterprise Located in the North West Province	n/a	10	n/a	
Promotion of Enterprise Located in South Africa	n/a	5	n/a	
Promotion of Youth	n/a	5	n/a	
TOTAL		20		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

57

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

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

15/8/17

T1.2 Tender Data

2.7

TENDER DATA

Project title:	APPOINTMENT OF AN EXPERIENCED AND COMPETENT SERVICE PROVIDER TO BID FOR THE REPLACEMENT OF THE EXISTING INDOOR 600KVA STANDBY GENERATOR WITH AN INDOOR 800KVA STANDBY GENERATOR.
Reference no:	NWPL 01/23/24

Tender no:	NWPL 01/23/24	Closing date:	27 MARCH 2024
Closing time:	11:00 am	Validity period:	90 days

Clause number :	
	<p>The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement as per Government Notice No. 423 published in Government Gazette No. 42622 of 8 August 2019 and as amended from time to time. (see www.cidb.org.za).</p> <p>The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.</p> <p>Each item of data given below is cross-referenced to the clause marked "C" in the above-mentioned Standard Conditions of Tender.</p>
C.1.1	The employer is North West Provincial Legislature .
C.1.2	<p>For this contract, the three-volume approach is adopted.</p> <p>This procurement document has been formatted and compiled under the headings as contained in the CIDB's "Standard for Uniformity in Construction Procurement."</p> <p>The three volume procurement document issued by the employer comprises the following:</p> <p>Volume 1: Tendering procedures</p> <p>T1.1 - Notice and invitation to tender</p> <p>T1.2 - Tender data</p> <p>Volume 2: Returnable documents</p>

T.T.

	<p>T2.1 - List of returnable documents</p> <p>C1.1 - Form of offer and acceptance</p> <p>C2.2 - Bills of Quantities / Lump sum document (if a returnable document)</p> <p>T2.2 - Returnable schedules</p> <p>Volume 3: Contract</p> <p>Part C1: Agreement and contract data</p> <p>C1.2 - Contract data</p> <p>C1.3 - Form of guarantee</p> <p>Part C2: Pricing data</p> <p>C2.1 - Pricing instructions</p> <p>C2.2 - Bills of Quantities / Lump sum document (if not a returnable document)</p> <p>Part C3: Scope of work</p> <p>C3 - Scope of work</p> <p>Part C4: Site information</p> <p>C4 - Site information</p>
--	--



C.1.4	The Employer's agent is:
Name:	Mononotshi Mongwaketsi
Capacity:	Deputy Manager
Address:	North West Provincial Legislature Dr James Moroka Drive Mmabatho 2735
Tel:	018 392 7604/7000
Fax:	N/A
E-mail:	mononotshi@nwpl.org.za
C1.5.2	Insert the following: "... tender offers, <u>save for all tenders being non-responsive</u> , re-issue a tender covering ..."
C.2.1	A. <u>ELIGIBILITY IN RESPECT OF CIDB REGISTRATION:</u>
C.3.11	<p>The following tenderers who are registered with the CIDB, or are *capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated (* tenderers who are capable of being so registered, or who have applied for registration but have not yet received confirmation of such registration, must provide, <u>with this tender</u>, acceptable documentary proof thereof):</p> <ul style="list-style-type: none"> a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a 4EB or higher class of construction work; and b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above <p>Joint ventures are eligible to submit tenders provided that:</p> <ul style="list-style-type: none"> 1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation n/a and two registered in contractor grading designation n/a class of construction work; and 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations for a Two contractors registered in contractor grading designation 6 grading designation class of construction work



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

A contract will only be entered into with a tenderer who has in his employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff. - **Not Applicable**

B. INDICATE THE FUNCTIONALITY WEIGHTING APPLICABLE TO THIS BID:

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

Functionality Criteria	Weighting Factor
Refer to evaluation criteria for full details	100

Total	100 Points

(Weightings will be multiplied by the scores allocated during the evaluation process to arrive at the total functionality points)

Minimum functionality score to qualify for further evaluation:	70%
---	------------

(Total minimum qualifying score for functionality is 70 Percent.)

C ELIGIBILITY IN RESPECT OF RISK TO EMPLOYER:

Provisions applicable to Evaluation Method 1 and 2:

Tender offers will be evaluated by an Evaluation Committee based on the technical and commercial risk criteria listed hereunder. Each criterion carries the same weight / importance and will be evaluated individually based on reports presented to the Evaluation Committee by the Professional Team appointed on the project. A tender offer will be declared non-responsive

	<p>and removed from any further evaluation if any one criterion is found to present an unacceptable risk to the Employer.</p> <p>In order for the evaluation reports to be prepared by the Professional Team, the Tenderer is obliged to provide comprehensive information on form DPW-09 (EC). Failure to complete the said form will cause the tender to be declared non-responsive and removed from any further consideration. The Employer reserves the right to request additional information over and above that which is provided by the Tenderer on said form. The information must be provided by the Tenderer within the stipulated time as determined by the Project Manager, failing which the tender offer will <i>mutatis mutandis</i> be declared non-responsive.</p> <p>C.1. Technical risks:</p> <p>C.1.1 Criterion 1: Quality of current and previous work</p> <p>Quality of current and previous work performed by the Tenderer in the class of construction work stated above as per the evaluation report prepared by the Professional Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC).</p> <p>C.1.2 Criterion 2: Contractual commitment</p> <p>Adherence to contractual commitments, demonstrated by the Tenderer in the performance on current and previous work, evaluated in terms of:</p> <ul style="list-style-type: none"> a) the level of progress on current projects in relation to the project programme or, if such is not available/applicable, to the contractual construction period in general; b) the degree to which previous projects have been completed within the contractual completion periods and/or extensions thereto; and c) general contract administration, i.e. compliance with contractual aspects such as laws and regulations, insurances, security, written contract instructions, subcontractors, time delay claims, etc as can generally be expected in standard/normal conditions of contract. <p>C.2 Commercial risks:</p> <p>The level to which agreement with the Tenderer is reached in respect of the adjustment of rates which are considered to be imbalanced or unreasonable and to eliminate errors or discrepancies, without changing the tendered total price, over and above the correction of arithmetical errors as provided for in F.3.9.</p>
C.2.7	For particulars regarding a pre-tender site inspection meeting, see Notice and Invitation to Tender T1.1
C.2.12	<p>If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements. A tenderer may submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. Provided that the tenderer's main tender offer is according to specification and would under normal circumstances be recommended for acceptance, his alternative tender offer may also be considered for the purpose of the award of the contract.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to</p>

17.8

	<p>enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.</p> <p>Alternative tender offer permitted: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>
C.2.13.2	The list of Returnable Documents identifies which of the documents a tenderer must complete when submitting a tender offer. The tenderer must submit his tender offer by completing the Returnable Documents, signing the "Offer" section in the "Form of Offer and Acceptance" and delivering the Returnable Documents back to the Department.
C.2.13.5	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as per Notice and Invitation to Tender T1.1.
C.2.13.6 C.3.5	A two-envelope procedure will not be followed.
C.2.15	The closing time for submission of tender offers is as per Notice and Invitation to Tender T1.1.
C.2.16	The tender offer validity period is as per Notice and Invitation to Tender T1.1.
C.2.18	<p>The tenderer will be required to submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts):</p> <p><input checked="" type="checkbox"/> Together with his tender;</p> <p>or</p> <p><input type="checkbox"/> Within fourteen (14) calendar days of the date on which he has been requested to do so prior to the award of the contract.</p>
C.2.19	Access shall be provided for inspections, tests and analysis as may be required by the Employer.
C.3.4.1	The location for opening of the tender offers, immediately after the closing time thereof shall be at:

Handwritten signature/initials

C.3.4.2	<p>Office of Infrastructure & Facilities Management Unit</p> <p>Ground Floor, West Wing, North West Provincial Legislature, New Parliament Building, Dr James Moroka Drive</p> <p>Mmabatho</p> <p>2735</p>
C.3.8	The words "responsive tender" and "acceptable tender" shall be construed to have the same meaning.
C.3.9.3	<p>Omit the wording and replace with the following:</p> <p>"Notify the tenderer of all errors, omissions and/or rate imbalances that are identified in the tender offer and request the tenderer to, within a stipulated time, accept the total of prices as corrected in accordance with F.3.9.4."</p>
C.3.9.4	<p>Omit the wording of the first sentence and replace with the following:</p> <p>"In cases where tender offers contain errors, omissions and/or rate imbalances, these are to be corrected as follows:"</p>
C.3.9.4	<p>Add sub paragraph c) to F.3.9.4, as follows:</p> <p>"c) If the tenderer does not accept the corrected tender offer, or cannot reach consensus with the Employer on a corrected tender offer, the tender is to be classified as not acceptable/non responsive and removed from further contention."</p>
C.3.11.1	The procedure for the evaluation of responsive tenders is Method 2.
C.3.11.2	Scoring Financial Offer:
C.3.11.3	Delete F.3.11.3 b) and replace with the following:
C.3.11.7	<p>Tender offers will be scored using the following formula:</p> $N_{FO} = \frac{W_3 [1 - (P - P_m)]}{3 P_m}$ <p>where</p> <p>N_{FO} = number of tender evaluation points awarded for the financial offer</p> <p>W_3 = the percentage score given for financial offer as stated in the Notice and Invitation to Tender T1 to be the number of tender evaluation points for financial offer and equals:</p> <p>1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R 50 000 000; or</p>

2) 80 where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R 50 000 000

P_m = the comparative offer of the most favourable tender offer

P = the comparative offer of tender offer under consideration.

C.3.11.8 Scoring Preferences:

Up to 100 minus W_3 tender evaluation points will be awarded to the tenderer who submits a valid original or certified copy of its B-BBEE Status Level Verification Certificate which is in compliance with the requirements of instructions and guidelines issued by the National Treasury and is in accordance with notices published by the Department of Trade and Industry in the Government Gazette.

An original or certified copy of the B-BBEE status level verification certificate must be submitted in order to qualify for preference points for B-BBEE.

In the case of Exempted Micro Enterprises (EME) and Qualifying Small Business Enterprise (QSE) a valid sworn affidavit must be submitted with the bid offer

A consortium or joint venture will qualify for points for its B-BBEE status level only if such consortium or joint venture submits a consolidated B-BBEE status certificate which covers the consortium or joint venture as a combined unit as if it were a single enterprise. Tenderers anticipating tendering in consortium or joint venture must allow sufficient time for obtaining such status level verification.

Preference points will be allocated according to the following *table:

B-BBEE Status Level of contributor	Number of preference points, where W_3 :	
	= 90	= 80
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

* PPPFA Regulations 2017 – Reg. 6 (2) and Reg.7 (2).

1.7

C.3.13.1	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> a) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) as a person prohibited from doing business with the public sector; b) the tenderer has not: <ul style="list-style-type: none"> i. abused the Employer's Supply Chain Management System; or ii. failed to perform on any previous contract and has been given a written notice to this effect; c) the tenderer has completed, signed and submitted the PA-11 Declaration of Interest and Tenderer's Past Supply Chain Management Practices and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process; and d) the tenderer is registered with: <ul style="list-style-type: none"> i. the Unemployment Insurance Fund (UIF); and ii. the Workmen's Compensation Fund.
C.3.18	Provide to the successful tenderer one copy of the signed contract document.



VOLUME 2: RETURNABLE DOCUMENTS

A handwritten signature or mark, possibly initials, located in the bottom right corner of the page.

T2.1 List of Returnable Documents

LIST OF RETURNABLE DOCUMENTS

Project title:	APPOINTMENT OF AN EXPERIENCED AND COMPETENT SERVICE PROVIDER TO BID FOR THE REPLACEMENT OF THE EXISTING INDOOR 600KVA STANDBY GENERATOR WITH AN INDOOR 800KVA STANDBY GENERATOR.		
Tender / Quote no:	NWPL 01/23/24	Reference no:	NWPL 01/23/24
Receipt Number:	N/A		

1. RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

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

Tender document name	Number of pages issued	Returnable document
Form of Offer and Acceptance	4 Pages	Yes
Declaration of Interest	4 Pages	Yes
Resolution of Board of Directors (<i>if applicable</i>)	1 Page	Yes
Resolution of Board of Directors to enter into Consortia or JV's (<i>if applicable</i>)	2 Pages	Yes
Special Resolution of Consortia or JV's (<i>if applicable</i>)	3 Pages	Yes
Site Inspection Meeting Certificate (<i>if applicable</i>)	1 Page	Yes
Particulars of Tenderer's Projects	4 Pages	Yes
Submission of Record of Addenda to tender documents	1 Page	Yes
Submission of proof of Registration on National Treasury's Central Supplier Database (CSD).	2 Pages	Yes
The tenderer will be required to submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.	29 Pages	Yes

11/8

2. ADDITIONAL RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

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

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

3. RETURNABLE DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

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

Tender document name	Number of pages issued	Returnable document
Record of Addenda to tender documents	1 Page	Yes
Schedule of proposed sub-contractors	1 Page	Yes
Particulars of Electrical Contractor	1 Page	Yes
Mechanical / Electrical / Security Work material and equipment schedules	2 Pages	Yes
Schedule for Imported Materials and Equipment	1 Page	Yes

4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

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

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

Tender document name	Number of pages issued	Returnable document
Priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts)	31 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

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

Handwritten signature/initials



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

Signed by the Tenderer

Name of representative	Signature	Date

Handwritten signature/initials

45

C1.1 Form of Offer and Acceptance

A handwritten signature or mark, possibly a stylized 'H' or 'A', located in the bottom right corner of the page.

FORM OF OFFER AND ACCEPTANCE

Project title:	APPOINTMENT OF AN EXPERIENCED AND COMPETENT SERVICE PROVIDER TO BID FOR THE REPLACEMENT OF THE EXISTING INDOOR 600KVA STANDBY GENERATOR WITH AN INDOOR 800KVA STANDBY GENERATOR.		
Tender no:	NWPL 01/23/24	Reference no:	NWPL 01/23/24

OFFER

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

APPOINTMENT OF AN EXPERIENCED AND COMPETENT SERVICE PROVIDER TO BID FOR THE REPLACEMENT OF THE EXISTING INDOOR 600KVA STANDBY GENERATOR WITH AN INDOOR 800KVA STANDBY GENERATOR.

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

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

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

Rand (in words):	
Rand in figures:	R

The award of the tender may be subjected to further price negotiation with the preferred tenderer(s). The negotiated and agreed price will be considered for acceptance as a firm and final offer.

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



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

Company or Close Corporation:

.....

And: Whose Registration Number is:

.....

And: Whose Income Tax Reference Number is:

.....

CSD supplier number:.....

OR

Natural Person or Partnership:

.....

.....

Whose Identity Number(s) is/are:

.....

Whose Income Tax Reference Number is/are:

.....

CSD supplier number:.....

AND WHO IS (if applicable):

Trading under the name and style of:

.....

AND WHO IS:

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

SIGNED FOR THE TENDERER:

Name of representative	Signature	Date

WITNESSED BY:

Name of witness	Signature	Date



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

The official documents ☐

IN

The official alternative ☐

Own alternative (only if documentation makes provision therefore) .. ☐

SECURITY OFFERED:

(a) the Tenderer accepts that in respect of contracts up to R1 million, a payment reduction** of 5% of the contact value (excluding VAT) will be applicable and will be deducted by the Employer in terms of the applicable conditions of contract

(b) in respect of contracts above R1 million, the Tenderer offers to provide security as indicated below:

(1) cash deposit of 10 % of the Contract Sum (excluding VAT) Yes ☐ No ☐

(2) variable construction guarantee of 10 % of the Contract Sum (excluding VAT) Yes ☐ No ☐

select

(3) payment reduction of 10% of the value certified in the payment certificate (excluding VAT) Yes ☐ No ☐

(4) cash deposit of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) Yes ☐ No ☐

(5) fixed construction guarantee of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) Yes ☐ No ☐

select

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

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

.....

Other Contact Details of the Tenderer are:



Telephone No. Cellular Phone No.
 Fax No.
 Postal address
 Banker
 Branch
 Registration No. of Tenderer at Department of Labour
 CIDB Registration Number:

ACCEPTANCE

By signing this part of this form of offer and acceptance, the Employer identified below accepts the Tenderer's offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the conditions of contract identified in the

Part 3 Scope of work.

Part 4 Site information

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

Deviations from and 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 1 Agreement and contract data, (which includes this agreement)

Part 2 Pricing data

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

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

17

Notwithstanding anything contained herein, this agreement comes into effect, if delivered by hand on the day of delivery, or if delivered by courier within two working days after submission by the Employer to the courier services for a door-to-door delivery to the Tenderer, provided that the Employer notifies the Tenderer of the tracking number within 24 hours of such submission. Unless the Tenderer (now Contractor) within seven working days of the date of such submission notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

For the Employer:

Name of signatory	Signature	Date

Name of Organisation:	North West Provincial Legislature
Address of Organisation:	

WITNESSED BY:

Name of witness	Signature	Date



Tender no: NWPL 01/23/24

Schedule of Deviations

5.1.1. Subject:
Detail:
5.1.2. Subject:
Detail:
5.1.3. Subject:
Detail:
5.1.4. Subject:
Detail:
5.1.5. Subject:
Detail:
5.1.6. Subject:
Detail:

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

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



C2.2 Bills of Quantities / Lump Sum Document (if a returnable document)

**SPECIFICATION FOR THE REPLACEMENT OF THE EXISTING INDOOR 600KVA
STANDBY GENERATOR WITH AN INDOOR 800KVA STANDBY GENERATOR**

TABLE OF CONTENTS

- 1. SECTION 1 – GENERAL**
 - 1.1. Introduction
 - 1.2. Intent of Specification
 - 1.3. Standards and Codes
 - 1.4. Compliance with Regulations
 - 1.5. Scope of Work
 - 1.6. Co-ordinating
 - 1.7. Tests Certificates and Inspections
 - 1.8. Operating and Maintenance Manuals
 - 1.9. Guarantee
 - 1.10. Materials and Workmanship
 - 1.11. Brochures
- 2. SECTION 2 – EQUIPMENT REQUIREMENTS**
 - 2.1. Climatological Conditions
 - 2.2. Design Life
 - 2.3. Engine
 - 2.3.1. General
 - 2.3.2. Rating
 - 2.3.3. De-Rating
 - 2.3.4. Starting and Stopping
 - 2.3.5. Starter Battery
 - 2.3.6. Cooling
 - 2.3.7. Lubrication
 - 2.3.8. Fuel Pump
 - 2.3.9. Fuel Tank
 - 2.3.10. Governor
 - 2.3.11. Flywheel
 - 2.3.12. Exhaust Silencer
 - 2.3.13. Accessories
 - 2.3.14. Exhaust emissions



- 2.4. Alternator
 - 2.4.1. General
 - 2.4.2. Regulation
 - 2.4.3. Performance
 - 2.4.4. Coupling
- 2.5. Switchboard
 - 2.5.1. General
 - 2.5.2. Construction
 - 2.5.3. Protection and Alarm Devices
 - 2.5.4. Modular Generator Set controller
 - 2.5.5. Manual Starting
 - 2.5.6. Battery Charging Equipment
 - 2.5.7. Switchboard Instruments
 - 2.5.8. Marking
 - 2.5.9. Earthing
 - 2.5.10. Operation Selector Switch
 - 2.5.11. Automatic Change-over System
 - 2.5.12. By-pass Switch and Main Isolator
 - 2.5.13. Start Delay
 - 2.5.14. Stop Delay
- 2.6. Installation
- 2.7. Warning Notices
- 2.8. Construction
- 2.9. Operation
- 2.10. Warranty and Guarantee
- 2.11. Standards
- 2.12. Summarised Technical Specification
- 2.13. Refurbishment of HT
 - 2.13.1. Transformer Maintenance
 - 2.13.2. Emergency Lighting (Substation)
 - 2.13.3. Relocation of 2 x 250A 3 Pole Circuit Breaker
- 3. SECTION 3 – TECHNICAL SPECIFICATION**
 - 3.1. General
 - 3.2. Site Information and Conditions
 - 3.2.1. Location

- 3.2.2. Site Conditions
- 3.3. Output and Voltage
- 3.4. Switchboard/Control Panel Unit
- 3.5. Cables
- 3.6. Engine
- 3.7. Alternator
- 3.8. Load Acceptance
- 3.9. Generator Room
- 3.10. Alarms
- 3.11. Remote Control Generator Switch
- 3.12. Fuel Drip Tray
- 3.13. Completion Time
- 3.14. Inform
- 3.15. Fuel Supply Tank

4. SECTION 4 – SCHEDULES OF TECHNICAL INFORMATION

- 4.1. Engine
- 4.2. Alternator
- 4.3. Switchboard
- 4.4. Battery
- 4.5. Dimensions
- 4.6. Deviation from the Specification as an Alternative (State Briefly)
- 4.7. Spare Parts and Maintenance Facilities

5. SECTION 5 – PRICE SCHEDULES

- 5.1. General
- 5.2. Bill of Quantity



**SPECIFICATION FOR THE REPLACEMENT OF THE EXISTING INDOOR 600KVA
STANDBY GENERATOR WITH AN INDOOR 800KVA STANDBY GENERATOR**

1. SECTION 1 – GENERAL

1.1. Introduction

The NWPL is seeking a service provider which has the capability to provide standby diesel generator sets, synchronization control systems and accessories, as well as technical advice, assistance and training through confirmed worldwide service to the NWPL operations. The successful bidder should be able to integrate in the NWPL supply chain in a value-added manner beyond simple sale of generator sets and accessories, enabling NWPL to reduce the response time for emergency required deliveries on one hand, while maintaining a defined maximum lead time for delivery of standard orders and providing comprehensive after sales services.

1.2. Intent of Specification

The specification is intended to cover the complete replacement, decommissioning of the existing machine and installation and commissioning of the new generator plant. The minimum equipment requirements are outlined, but do not cover all the details of design and construction. Such details are recognized as being the exclusive responsibility of the contractor. For the purposes of this document the following applies:

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

1.3. Standards, Codes and Acts

All standards referenced shall be the latest editions.

SANS 10142-1	the wiring of premises: Low Voltage Installations
SANS 8528	Reciprocating internal combustion engine driven alternating current generating sets.
SANS 60034	Rotating electrical Machines
SANS IEC 60947	Low Voltage Switchgear
OHSACT	Occupational Health and Safety Act.
National Key Points Act 102 of 1980	
Critical Infrastructure Protection Act 8 of 2019	
North West Provincial Legislature Quality Specification Section 1 - 5.	

1.4. Compliance with Regulations

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

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

lit

1.5. Scope of Work

Included in this scope of work is the Replacement of the Indoor 600KVA Diesel Standby Generator, servicing & repairs of the two 800KVA Transformers Specification and refurbishment of the HT substation at the North West Provincial Legislature. Supply, delivery, installation and commissioning of the complete indoor emergency generator. The plant room will be provided and the contractor shall ensure that the space allowed is sufficient for the installation of the generator set and that the ventilation of the plant room is adequate. If any changes to the design have to be made the contractor must inform the facilities manager in writing.

1.6. Co-ordinating

The Contractor shall familiarize himself with the requirements of the other professional disciplines and shall examine the plans and specifications covering each of these sections. The generator space, noise and vibration requirements shall be carefully checked with other professional disciplines to ensure that the equipment can be installed in the proper sequence in the space allotted.

1.7. Tests 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 Legislature must be present during the test to satisfy themselves that the generating set complies with the specification and delivers the specified output. The test must be carried out in accordance with SANS 8528. The Representative/Agent must be timeously advised of the date for the test.
- b) After completion of the works and before practical completion 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 Representative/Agent.

The total costs for these tests shall be included in the tendered amount. In the event of the plant, equipment or installation not passing the test, the Representative/Agent shall be at liberty to deduct from the Contract amount all reasonable expenses incurred by the Employer and/or the Representative/Agent attending the test.

1.8. Operating and Maintenance Manuals

The Contractor shall be responsible for the compilation of a complete set of Operating and Maintenance manuals. This shall be done in accordance with Section 4 – Operating and Maintenance manuals. All information shall be recorded and reproduced in electronic format as well as supplying the Representative/Agent with three sets of hard copies. Approval of the final Operating and Maintenance Manuals shall be a prerequisite for issuing of a Certificate of Practical Completion of the installation.

1.9. Guarantee

After works completion of the installation have been achieved, there will follow a 12-month free maintenance period. During this period the generator contractor shall maintain the generator installation as per the requirements of the Occupational Health and Safety Act. This maintenance shall include systematic examinations, adjustments and lubrication of all generator equipment. Electrical and mechanical parts shall be repaired or replaced whenever it is required to maintain optimum performance without additional cost to the North West Provincial Legislature, unless the

condition was caused by misuse or vandalism of the generator equipment or natural hazards/force majeure.

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

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

1.10. Materials and Workmanship

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

1.11. Brochures

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

17

2. SECTION 2 – EQUIPMENT REQUIREMENTS

2.1. Climatological Conditions

The standby diesel generator and associated panels shall be able to operate under various climatic (i.e., Tropical, Semi Tropical and Arid) conditions and must therefore be constructed to work in difficult conditions i.e., in ambient temperatures varying between -15°C to plus 60°C, in altitude from sea level up to 2,500 meters above sea level, in relative humidity conditions of up to 100%, and in sandy, dusty and/or heavy windy environment.

2.2. Design Life

The supplier shall indicate with their offer the life of the mechanical and electrical equipment at rated efficiencies under pre-set operating conditions. The bidder shall submit with its bid charts of life expectancy in hours and assumed efficiencies. The supplier shall also submit with their offer a generator sizing guide and respective maintenance recommendations.

2.3. Engine

2.3.1. General

The engine must comply with the requirements laid down in SANS 8528 and must be of the atomized injection, compression ignition type, running at a speed not exceeding 1500 r.p.m. The engine must be amply rated for the required electrical output of the set, when running under the site conditions. The starting period for either manual or automatic switching-on until the taking over by the generating set, in one step, of a load equal to the specified site electrical output, shall not exceed 15 seconds. This must be guaranteed by the Tenderer. Turbo-charged engines will only be accepted if the Tenderer submits a written guarantee that the engine can deliver full load within the specified starting period. Curves furnished by the engine makers, showing the output of the engine offered against the speed, for both intermittent and continuous operation as well as fuel consumption curves when the engine is used for electric generation, must be submitted with the Tender.

2.3.2. Rating

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

2.3.3. De-Rating

The engine must be de-rated for the site conditions as set out in the Technical Specification, Section 3 of this document. The de-rating of the engine for site conditions shall be strictly in accordance with SANS 8528 as amended to date. Any other methods of de-rating must have the approval of the North West Provincial Legislature and must be motivated in detail. Such de-rating must be guaranteed in writing and proved by the successful Tenderer at the site test.

2.3.4. Starting and Stopping

The engine shall be fitted with an electric starter motor and be easily started from cold, without the use of any special ignition devices under summer as well as winter conditions. Tenderers must state what arrangements are provided to ensure easy starting in cold weather. Full details of this equipment must be submitted. In the case of water-cooled engines, any electrical heaters shall be thermostatically controlled. The electrical circuit for such heaters shall be taken from the control panel, and must be protected by a suitable circuit breaker.

Handwritten signature or mark.

2.3.5. Starter Battery

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

2.3.6. 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 pressurized radiator must be fitted. Only stand-by sets that are water cooled shall have electric heaters.

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

2.3.7. Lubrication

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

2.3.8. Fuel Pump

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

2.3.9. Fuel Tank

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

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

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

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

The filter and water separator unit must draw its power from the DC batteries used to power the relevant generator set. The circulating pump shall be provided with a controller programmed to switch the pump through not more than three complete on and off cycles of equal time (i.e., 50% on; 50% off), per hour, with a deviation of not more than 10 % \pm . The pump must be capable of a duty cycle of not less than 60% running time. The flow rate through the circulating pump must be between 1 L/min and 1.25 L /min.

The filter cartridge of the filter and water separator unit must be replaceable, and, in normal operational conditions, not require replacement within periods shorter than three months. The replacement units must be readily available. The filtration & separator system may be mounted against the wall of the plant room or on the inside of a container, which may house the installation as may be specified elsewhere in this document. The tank shall be fitted with a suitable filter, a full height gauge glass, "low fuel level" alarm, giving an audible and visible signal on the switchboard as well as a low-low fuel level cut-out.

An electrically operated pump with sufficient length of oil resistant hose to reach 2m beyond the door of the canopy/container, shall be supplied, for each set for filling the fuel tank/s from 200 litre drums. The interconnection fuel piping shall consist of copper tubes and the connection to vibrating components shall be in flexible tubing with armoured covering.

The contractor shall allow for the supply and installation of a fuel shut off fusible link in the container. The fusible link shall shut off the fuel at a temperature of 130 degrees in an event of a fire in the self-contain enclosure. The fusible link shall be mounted above the engine and coupled to the shut off valve by means of a 2mm stainless steel cable. The cable shall be installed to the shut off valve without any possibility of kinking the cable which may cause malfunctioning of the protection device.

2.3.10. Governor

The speed of the engine shall be controlled by a governor in accordance with ECM of SANS 8528 if not otherwise specified in the Detailed Specification. The permanent speed variation between no load and full load shall not exceed 4.5% of the nominal engine speed and the temporary speed variation shall not exceed 10%. External facilities must be provided on the engine, to adjust the nominal speed setting by \pm 5% at all loads between zero and rated load.

2.3.11. Flywheel

A suitable flywheel must be fitted, so that lights fed from the set will be free from any visible flicker. The cyclic irregularity of the set must be within the limit laid down in SANS 8528.

2.3.12. Exhaust Silencer

It is essential to keep the noise level as low as possible. An effective exhaust silencing system of the residential type must be provided and shall be capable of providing 20 to 30 decibels of suppression. The exhaust system shall consist of 3CR12 steel for inland areas (greater than 50km from the coast) or Grade 304 stainless steel in coastal areas.

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

2.3.13. 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.

1/4
8

2.3.14. Exhaust emissions

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

2.4. Alternator

2.4.1. General

The alternator shall be of the self-excited brushless type, with enclosed ventilated drip-proof housing and must be capable of supplying the specified output continuously with a temperature rise not exceeding the limits laid down in SANS 60034-1 for rotor and stator windings. The alternator shall be capable of delivering an output of 110% of the specified output, for one hour in any period of 12 hours consecutive running. Both windings must be fully impregnated for tropical climate and must have an oil resisting finishing varnish.

2.4.2. Regulation

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

2.4.3. Performance

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

2.4.4. Coupling

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

2.5. Switchboard

2.5.1. General

A switchboard must be supplied and installed to incorporate the equipment for the control and protection of the generating set and battery charging. The switchboard must conform the specification as set out in the following paragraphs.

2.5.2. Construction

The switchboard shall be a totally enclosed, floor mounted unit, 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 not be used in the construction of the board. All pushbuttons, pilot lights, control switches, instrument and control fuses, shall be mounted on hinged panels with the control wires in flexible looms.

The steelwork of the boards must be thoroughly de-rusted, primed with zinc chromate and finished with two coats of signal red quality enamel, or a baked powder epoxy coating. Suitably rated terminals must be provided for all main circuits and the control and protection circuits. Where cable lugs are used, these shall be crimped onto the cable strands. Screw terminals shall be of the type to prevent spreading of cable strands. All terminals shall be clearly marked.

Handwritten signature or mark.

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

All equipment on the switchboard, such as contactors, isolators, busbars, etc., shall have ample current carrying capacity to handle at least 110% of the alternator full load current. Access to the cubicle will be such that all components can be conveniently reached for testing and maintenance purposes. The necessary bushes and a screen over the terminals will be provided where the power feeds enter and leave the cubicle. The cubicle will be so constructed that the ac and dc components are screened from one another.

2.5.3. Protection and Alarm Devices

All switchboards shall be equipped with protection and alarm devices as described below. A circuit breaker and an adjustable current limiting protection relay must be installed for protection of the alternator. The protection relay shall be of the type with inverse time characteristics. The relay shall cause contactor to isolate the alternator and stop the engine. Protection must be provided for overload, high engine temperature, low lubricating oil pressure, over speed, start-failure, and low water level. Reset push buttons are required on the modular generator set controller and a visible signal are required and the engine must stop when any of the protective devices operate. In the case of manual operation of standby sets, it shall not be possible to restart the engine. The indication on the modular generator set controller must be in ENGLISH.

"OVERLOAD"

"TEMPERATURE HIGH"

"OIL PRESSURE LOW"

"OVERSPEED"

"START FAILURE"

"LOW WATER LEVEL"

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

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

A low-low level sensor must be provided. At this level the engine must stop to prevent air entering the fuel system. This is also applicable to the engine driven generator/alternator. All alarm conditions must operate an alarm hooter. A pushbutton must be installed in the hooter circuit to stop the audible signal, but the fault indicating light on the control panel must remain lit until the fault has been rectified. An on/off switch is not acceptable. After the hooter has been stopped, it must be re-set automatically, ready for a further alarm.

The hooter must be of the continuous duty and low consumption type. Both hooter and protection circuits must operate from the battery. Potential free contacts from the alarm relay must be brought down to terminals for remote indication of alarm conditions. A test pushbutton must be provided to test all indicators lamps.

2.5.4. Modular Generator Set controller

The modular generator set controller shall be an electronic unit to match those of the other modular generator set controllers and of a high quality i.e., Levato, Deep Sea Electronics, Circom. It must be provided with IO and communication facilities. The modular generator set controller will be supplied with all its functions and shall be mounted on a separate easily replaceable panel with plug in termination blocks for easy installation and replacement.

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

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

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

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

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

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

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

The modular generator set controller must monitor the following

When the voltage of the incoming mains varies by more than a pre-program value (default $\pm 10\%$) from the normal voltage on any phase, the controller will signal that the incoming mains will be disconnected and the engine-starting sequence initiated. When the frequency of the incoming mains varies by more than pre- program value (default $\pm 5\%$) from the normal frequency, the controller will signal that the incoming mains will be disconnected and the engine-starting sequence initiated.

Upon restoration of the incoming mains to the pre-program value (default $\pm 10\%$) of the normal voltage on all phases, the monitor will signal that the load will be disconnected from the alternator and reconnected to the incoming mains. If the alternator has been disconnected from the load and the incoming mains within the voltage limits of $\pm 10\%$ on all phases, the controller will signal that the load will be reconnected to the incoming mains.

Should the incoming mains fail or not in the specified limits while the engine is running under control of the cooling-off timer, the control for the cooling —off timer in the controller will be cancelled and the load connected to the alternator. When the output voltage of the alternator varies by more than the pre-program value (default value $\pm 10\%$) on ANY phase, the controller will signal that the load will be disconnected from the alternator and the engine stopped.

17

A software over and under-frequency monitor will be provided in the controller if the frequency exceeds or drop below pre-programmed values. It will meet the requirements of class G2 governing. The monitor will not be influenced by harmonics. Note: Software monitors will include adjustable overshoot and undershoot timers to be fully compatible with Class G2 governing. All timers will be implemented in software. Incoming supply failure timer It is essential that incoming supply failures, occurring at short intervals, do not cause a series of starts and stops. A timer adjustable from 1 s to 10 s required. The timer default value will be generator set to 3s. The signal generated by the mains voltage monitor will start the timer. If the duration of the signal is less than the generator setting on the timer, the signal is suppressed so that the switching and starting sequence is initiated. However, if the duration of the signal is more than the generator setting on the timer, the signal will be transmitted to initiate the switching and starting sequence.

Incoming supply restoration timer. It is essential that incoming supply failures, occurring at short intervals, do not cause a series of starts and stops. A timer adjustable from 1 s to 10 s required. The timer default value will be generator set to 3s. The signal generated by the mains voltage monitor will start the timer. If the duration of the signal is less than 150 sec, the signal is suppressed and the timer is regenerated. However, if the duration of the signal is more than 150 sec, the signal will be transmitted to initiate the switching sequence. Alternator supply/ incoming supply change-over timer.

It is essential that the supply be disconnected from the load before the incoming supply is reconnected to the load. This will be software generator settable in the controller with a minimum of 5 seconds and maximum of 20 seconds. On receipt of the switching signal, the alternator supply will be disconnected from the load and timer started. After 5 sec, the incoming supply will be reconnected to the load.

Engine cooling-off timer. After the load has been transferred to the incoming supply the engine will run without load for a period to cool off and then stop. A timer, software adjustable in the controller from 5 to 10 min is required. Repeat- start control. A repeat- start control is required in the controller software adjustable so that in the event of the engine failing to start on the first start attempt, the starter motor will be released and repeat the start attempt.

The repeat-start attempt will be repeated 3 times. The duration of each start attempt will be 6 sec with a period of 15 sec between successive start attempts. Should the engine fail to start after the third start attempt, the controller will transmit a signal for alarm purposes. In addition to the requirement for the switchboard instruments listed elsewhere in this document metering will also form part of the modular generator set controller and must be accessible on the software. The modular generator set controller shall display the following alarm/status indications:

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

Conditions one to six above will stop the engine. The Contractor shall provide a remote alarm mimic panel and the associated control wiring for the set. The panel shall be installed in the duty/security room at the entrance to the building approximately 70m from the generator set position. The mimic panels must fit into furniture and blend with the design. Before manufacture, the Contractor shall submit and obtain the approval, from the Engineer, for the mimic panel. The

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

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

The cable between the remote alarms is to be a signal cable with a screen and this option must be able to operate from a 12 / 24 V dc supply so that it can be powered from the generator set batteries. A facility to originate a fault message should a warning or shutdown fault occur. A facility to allow the mode of the control system to be changed to any of the four modes to allow the set to be run from a remote location. A facility to originate a call to the control cellular and to transfer a fault message should a warning or shutdown fault occur. The alarm conditions above from the controller will be extended to four relays with a make and break contact and terminal strip to allow for remote monitoring of the following alarms:

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

A remote start facility must be supplied, software controllable in the controller. All events relating to the status of the generator set shall be logged with date and time in a non-volatile memory (which can retain information for a period of 6 months in the absence of power to the controller) and the user shall be able to contain a hard copy on site. The modular generator set controller system must be able to operate with a minimum DC supply voltage of 4 volts (without making use of either an internal or an external auxiliary battery) to allow cranking and starting under conditions of low battery capacity. Control cables between the set and the control panel shall be fitted with sockets for ease of undoing in the event the modular generator set controller has to be removed.

2.5.5. Manual Starting

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

2.5.6. Battery Charging Equipment

Each switchboard shall be equipped with battery charging equipment. The charger shall operate automatically in accordance with the state of the battery and shall generally consist of an air-cooled transformer, a full wave solid state rectifier, and the necessary automatic control equipment of the constant voltage system. The charger must be fed from the mains. An engine driven alternator must be provided for charging the battery while the set is operational. Failure of this alternator must also activate the battery charger failure circuit. The starter battery voltage will be software monitored by the modular generator set controller. The voltage will be digitally displayed

2.5.7. Switchboard Instruments

Each generating set shall have a switchboard equipped as follows:

1. One flush square dial voltmeter, reading the alternator voltage, scaled as follows:
 - a. 0-300V for single phase generators.
 - b. 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.
2. 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

17

- the scale at full-load current, shall be provided. These instruments shall be supplied complete with the necessary current transformer.
3. One flush square dial vibrating type frequency meter, indicating the alternator frequency.
 4. A six-digit running hour meter with digital counter, reading the number of hours the plant has been operating. The smallest figure on this meter must read 1/10 hour.
 5. Fuses or m.c.b.'s for the potential voltage circuits of the meters.
 6. One flush square dial ampere meter suitably scaled for the battery charging current.
 7. One flush square dial voltmeter with a spring-loaded pushbutton or switch for the battery voltage.

2.5.8. Marking

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

2.5.9. Earthing

An earth bar must be fitted in the switchboard, to which all non-current carrying metal parts shall be bonded. The neutral point of the alternator must be solidly connected this bar by means of a removable link labelled "EARTH". Suitable terminals must be provided on the earth bar for connection of up to three earth conductors, which will be supplied and installed by others.

2.5.10. Operation Selector Switch

A four-position selector switch must be provided on the switchboard marked "AUTO", "MANUAL", "and TEST" and "OFF". With the selector on "AUTO", the set shall automatically start and stop, according to the mains supply being available or not. With the selector on "TEST", it shall only be possible to start and stop the set with the pushbuttons, but the running set shall not be switched to the load. With the selector on "MANUAL", the set must take the load when started with the pushbutton, but it must not be possible to switch the set on to the mains, or the mains onto the running set. With the selector on "OFF", the set shall be completely disconnected from the automatic controls, for cleaning and maintenance of the engine.

2.5.11. Automatic Change-over System

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

2.5.12. By-pass Switch and Main Isolator

The switchboard shall be equipped with an on-load isolator to isolate the mains and a manually operated on-load 4 pole 4 position by-pass switch, which shall switch the connected loads as follows:

NORMAL: will allow for the normal connection i.e., connects the incoming mains to the Automatic control gear or directly to the outgoing feeder.

In the GEN BY-PASS position the switch will disconnect the automatic changeover control gear, and will connect the municipal mains directly the essential supply busbar which will allow for the maintenance of either or both the generator and the automatic changeover equipment.

MAINS BY-PASS switching position would allow the generator to be connected directly to the essential supply busbar. This is when there is a problem with the automatic changeover equipment and there is no municipal power available.

The final position is an OFF position which will remove all power downstream of this switch.

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

switchboard cubicle, and that the switches are operated from the front of the compartment. Contractor to note: The by-pass and mains isolator switch shall also break the main neutral.

2.5.13. Start Delay

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

2.5.14. Stop Delay

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

2.6. Installation

Except for the supply of the incoming mains cable and outgoing feeder cables, the tenderer must include for the complete installation and wiring of the plant in running order, including the connection of the incoming cable and outgoing feeder cables. The connecting of the cable and control cabling to the generator and the control terminals in the LV board remains the responsibility of the tenderer.

2.7. Warning Notices

Notices, in English, must be installed at the entrance doors to and in the plant rooms. The contents of these notices are summarized below.

- a) Unauthorized entry prohibited.
- b) Unauthorized handling of equipment prohibited.
- c) Procedure in case of electric shock.
- d) Procedure in case of fire.
- e) Ear Protection required

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

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.

An engraved label shall be installed on the generator control panel that indicates the following:

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

2.8. 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. A drip tray must be fitted under the engine. The tray must be

5/8

large enough to catch a drip from any part of the engine. The frame must be of the 'DUPLEX' type.

2.9. 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.

2.10. Warranty and Guarantee

The generator sets and associated equipment proposed should carry a warranty of twenty-four (24) months from the date of delivery to the site, with the exception of control panel containing microprocessor Chip(s) which shall carry a minimum warranty of three years for its smooth & trouble-free operation. The warranty shall cover faulty parts due to manufacturer poor workmanship during and after the assembly, and the warranty shall remain in full force from the date of delivery to the site and entities as per Incoterms 2010. The Supplier agrees to carry all costs related to fulfil warranty obligations. The Supplier shall extend third party manufacturer warranties to UNHCR in full with the minimum warranty as stated. The Supplier shall provide certification attesting covering the above warranties in the bid.

All costs for travel and upkeep of supplier's personnel to undertake repairs and replacement of Generator sets and associated equipment supplied and found to be defective or not to conform to technical specifications contained in this document during the warranty period shall be borne in full by the supplier. Repairs or replacements of equipment made during the warranty period or thereafter shall be warranted for the remainder of the original warranty. The Supplier shall begin the remedial work within 24 hours of being notified of the failure. The Supplier shall state and guarantee:

- Fuel usage rates at 110%, 100%, 75% and 50% prime rated output (g/kWe) and corrected values as noted.
- Maximum net output (kWe) of each diesel generator.
- Continuous net output (kWe) of each diesel generator.

2.11. Standards

The diesel engine, alternator, generator control panel, fuel delivery system and fuel storage system shall comply with the current versions of the following applicable standards or equivalent standards. The Supplier shall list any deviation from these standards in its bid.

Table 2: Standards

IEEE 762:1987	Standard Definitions for Reporting Electric Generating Unit
IEC 60034	Rotating electrical machines
BS 2757	Method for Determining the Thermal Classification of Electrical Insulation
BS 4999	General requirements for rotating machines.
BS 5000	Rotating electrical machines of particular types
AS1359	Rotating Electrical Machines
AS 4680:2006	Hot dipper galvanized (zinc) coatings on fabricated ferrous
AS 61000.3.6	Electromagnetic compatibility (EMC) Limits – Assessment of limits for distorting loads

IEC 60204-1	Safety of machinery, Electrical equipment and machines.
ISO 8528-1: 2005	Reciprocating internal combustion engine driven alternating current generating sets.
ISO 8528-1: 2005: Part 1	Application rating and performance
ISO 8528-1: 2005: Part 2	Engines
ISO 8528-1: 2005: Part 3	AC generator for generating sets
ISO 8528-1: 2005: Part 4	Control gear and switch gear
ISO 8528-1: 2005: Part 5	Generating sets
ISO 8528-1: 2005: Part 6	Test methods
ISO 8528-1: 2005: Part 7	Technical declaration for specification and design
ISO 8528-1: 2005: Part 8	Low power general purpose generating sets
ISO 8528-1: 2005: Part 9	Measurement and evaluation of mechanical vibration
AS 1170	Steel structures standard
AS 1692: 2006	Steel tanks for flammable and combustible liquids
ISO 8178-4 C1 or equivalent	Permissible fuel (Diesel) emissions shall be limited to Euro Stage II G & D standards for non-road diesel constant speed engines

2.12. Summarised Technical Specification

Table 3: Technical specification for Diesel Standby Generator

General	
Structure type	Indoor Diesel Standby Generator
Dry Weight (Engine Only)	2524kg
ATS unit included	Included
Four-way protection system included	Included
Engine	
Displacement	22.921L
Cylinder bore / Stroke	160mm x 190mm
Fuel system	Direct injection, Combined Unit Injection, 220 ATS (NOP) 1400 bar maximum operating pressure, recommended fuel to conform to BS2869 1998 Class A1, A2. Delivering 660L/Hr @ 1500rpm
Governor	Electrical
Cylinders	Six cylinders water cooled, Vertical In line
Gross Engine Power (1500rpm) – Prime Power	705 KWm
Net Engine Power (1500rpm) – Prime Power	683 KWm
Turbocharged / normal aspirated	Turbocharged
Cycle	Four-stroke, Compression Ignition
Combustion system	Direct injection

Fuel tank capacity	1000L
Fuel consumption Baseload – Tropical	137 L/h
Fuel consumption 75% - Tropical	130 L/h
Fuel consumption 50% - Tropical	90 L/h
Oil type	CG4 15w/40
Engine Sump oil capacity	113.4 L
Cooling method	Water-cooled radiator / fan
Coolant capacity (including radiator)	105 L
Starter	1 x 24v DC charger alternator
Engine speed	1500rpm
Filters	Replaceable fuel filters / oil filter / dry element air filter
Battery	2 x (12v x Ah 143), Maintenance-free battery including rack and cables
Silencer	Exhaust silencer
Alternator	
Standby power output	906KVA
Prime power output	810KVA
Baseload power	645KVA
Insulation class	Class-H with circuit breaker protection
Type	Brushless
Phase and connection	Three phase / four wire
AVR	Included
Voltage regulation	± 1%
Voltage	230 / 400v
Rated frequency	50 Hz
Voltage regulation	≤ ± 10% UN
Power factor	0.8 φ
Protection class	IP23 standard / screen protection / drip-proof
Stator	2 / 3 pitch
Rotor	Single bearing

8/7

Excitation	Self-exciting
Regulation	Self-regulating
Louvers Dimensions	
Dimensions	1.48m x 2.45m 2.4m x 1.51m 96cm x 1.32m

1.7

2.13. Refurbishment of HT

This refers to the standard appearance and condition of the substation. It involves the improving of the building, cleaning, re-equipping and retrofitting to improve the building's sustainability and energy efficiency (Painting, signages, medical kits etc).

2.13.1. Transformer Maintenance

Transformer 1 and 2 needs to be serviced and oiled up. The purpose of this maintenance is to ensure all parts of the transformer and accessories are kept in good condition. In addition, another purpose is to maintain a historical record of the condition of the transformers. Perform an infrared scan before de-energizing. Inspect the transformer for signs of metal fatigue or damage. Inspect the transformer for oil leaks. Inspect the transformer gaskets for signs of ageing. Inspect oil reservoir for damage. Inspect oil reservoir for leakages. Inspect Buchholz relay for damage. Inspect temperature gauge for damage. Inspect silica gel and replace if required. Inspect name plate for damage and legibility. Inspect insulators for cracks or damage. Ensure the tap changer is locked in position. Drain the oil and refill the transformers with oil according to the manufacture's specifications. Perform an oil sample test to check for contamination. Use the Infra-Red Scanner to ascertain if there are any "Hot Spots" or "Loose Connections" (where possible) within the equipment and its connections and take remedial action, corrective action where necessary. Replacement of the old signages. Table 4 shows the technical specifications of the 800 KVA transformers:

Table 4: Technical specification for 800KVA Oil Cooled Transformer

Hawker & Siddeley Transformer (S.A.B.S. 780)	
KVA	800
Phases	3
Impedance Voltage	4.72 – 4.88 %
Frequency	50z
Type of Cooling	Oil Natural Air Natural (ONAN)
Gross Mass	2980kg
Core and Windings	1537kg
Oil Capacity	800 ltr
Year of Manufacture	1990
Serial Number	T8237 / 1

2.13.2. Emergency lighting (Substation)

Normal and safety lighting system may share a source of supply, but an emergency lighting system shall have an independent source of power supply as stipulated in SANS 10142 CLAUSE 7.11.4. Standby lighting is often installed to reduce panic in an emergency. These lights are normal lights that have been built onto the power supply for light visibility to remain high in an emergency. The fluorescent lights are worn out and need to be replaced with LED lights since they are energy efficient, high brightness, reliability and long life.

- 8 x 4 Feet LED Fittings for Back Up
- Replacement of Fluorescent Lights with LED Lights

2.13.3. Relocation of 2 x 250A 3 Pole Circuit Breaker

These Circuit Breakers need to be moved as they prevent the panel doors to close properly, causing the panels to be left open.

- Uninstall, move and reinstall 2 x 250A 3 Pole Circuit Breakers
- Replacement of 4x4 Single Plug (HV Sustation)
- Replacement of worn out circuit breakers

1/17

- Re-wiring of the existing HV Panel

2. SECTION 3 – TECHNICAL SPECIFICATION

2.1. General

The replacement of the existing indoor 600KVA Standby Generator with an indoor 800KVA Standby Generator and maintain an emergency generating set at North West Provincial Legislature. 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 set must be installed in the plant room.

2.2. Site Information and Conditions

2.2.1. Location

The site is at North West Provincial Legislature at Mmabatho.

2.2.2. Site Conditions

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

- Height above sea level : 1282 Meter
- Maximum ambient temperature : 35°C
- Maximum ambient humidity at lowest temperature : 42%

2.3. Output and Voltage

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

No load voltage	:	400/230 Volt
Rating	:	800kVA
Power at 0.9 power factor	:	683kW
Frequency	:	50Hz
Fault Level	:	5kA

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

	Load KW	Power factor
Discharge lighting		
Fluorescent lighting		
Heaters & plugs		
Computers & radios		
Air conditioners		
Access Control		
Security Lights		

2.4. Switchboard/Control Panel Unit

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

The switchboard/control panel unit shall be a free-standing floor mounted type, which shall be installed in the plant room.

or

The switchboard shall be surface wall mounting 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

2.5. Cables

The contractor will be responsible for all electrical cable connections associated with the complete generating set installation. The following cables will be supplied, installed and terminated at the Switchboard by others. Adequate provision shall be made for the termination of these cables at the Switchboard:

DB fed	PVC PVC SWA PVC Cable	240 mm ² x 4 core with 120mm ² earth
--------	-----------------------	--

or equivalent to handle the load.

2.6. Engine

A sump drainpipe must be fitted with a shut-off valve placed in a convenient position outside the base frame to facilitate drainage. Recommended oil types must be indicated on the engine, or base frames, by means of suitable labels. All engine instruments shall have clear markings on the faceplates, indicating the normal operating zone(s), maximum and minimum allowable values/limits and danger zone(s). The flywheel shall be covered by approved hoods.

2.7. Alternator

The Alternator shall be of the low harmonic type.

2.8. Load Acceptance

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

2.9. Generator Room

The size of the Generator Room will be 3000mm wide x 5700mm long x 3230mm high.

2.10. Alarms

The successful tenderer must pay particular attention to the requirements of the alarms as described in the Equipment Requirements, Section 2. One alarm hooter and red light shall be supplied and installed on the outside of the generator container in a position as indicated by the Legislature's Representative. The hooter shall consist of an electronic unit similar and equal to a "Klaxon" - type SY2/725 hooter with a continuously rated output and 110 dB at a distance of 2 metres, and shall be IP55 weatherproof rated. The warning light shall consist of a 40W flashing red light, which shall be mounted on a galvanised steel frame together with the hooter. The hooter and light shall be switched on or off simultaneously after initiation or cancellation of an alarm condition. The supply and installation of the wiring between the control board and the alarm unit forms part of this contract.

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

1.4
8

A remote alarm panel shall be supplied and installed by the contractor in the control room. This shall be of surface mounting, enamelled sheet metal (colour to approval), minimum depth construction, and shall incorporate a flashing red pilot alarm light, adjustable electronic sounder, and a silence push button. The silence button shall not switch off the pilot light - this shall only be switched off when the alarm is reset at the Generator Panel. A 2,5mm² x 4-core PVC SWA PVC cable will be supplied, installed and terminated by others between the Generator Panel and the Charge Office. The Contractor shall connect this cable at both ends and shall supply and install all switch gear relays, etc. to ensure satisfactory operation of the Remote Alarm Panel.

2.11. Remote Control Generator Switch

A Remote-Control Generator "ON/OFF/AUTO" switch will be supplied and installed by others in the control room, and a 2,5mm² x 4-core PVC SWA PVC cable will be supplied and installed by others between the control room and the Generator Panel. The contractor shall connect this cable at both ends, and shall supply and install all switch gear, relays, etc. to ensure satisfactory operation of the remote-control switch.

2.12. Fuel Drip Tray

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

2.13. Completion Time

The Generator Set is required to be commissioned in conjunction with the Specification and Service Level Agreement (SLA).

2.14. Inform

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

2.15. Fuel Supply Tank

The fuel tank shall be a free-standing type, which shall be installed in the plant room. The tank shall have sufficient capacity for the generating set to run the engine on full load for a period of 24 hours. A diesel containment tank shall be mounted below the fuel tank and must be large enough (110% of the diesel tank) to collect any fuel that might spill from the tank. The containment tank shall be manufactured from black mild steel with a thickness of not less than 2mm. As an alternative to the free-standing type the fuel tank can be an integral part of the base frame of the generator set. The tank shall have sufficient capacity to run the engine on full load for a period of 24 hours. The base tank shall be an open channel self-bund walled type that shall be of sufficient capacity to contain a spillage equivalent to 110% in volume of the base tank. The containment tank shall be manufactured from black mild steel with a thickness of not less than 2mm. A float level alarm connected to the generator controller shall be incorporated into the bund area located such that the alarm will be activated when 50% of the volume of the bund area has been reached in the event of any diesel fuel leakage.

3. SECTION 4 – SCHEDULES OF TECHNICAL INFORMATION

3.1. Engine

NO	ITEM	REMARKS
1.	Manufacturer's Name	
2.	Country of Origin	
3.	Manufacturer's model No. and year of manufacture	

NO	ITEM	REMARKS
4.	Continuous sea level rating after allowing for ancillary equipment: a) In b.h.p. b) In kW	
5.	Percentage de-rating for site conditions, in accordance with SANS 8528 a) For altitude b) For temperature c) For humidity d) Total de-rating	
6.	Net output on site in kW	
7.	Nominal speed in r.p.m.	
8.	Number of cylinders	
9.	Strokes per working cycle	
10.	Stroke in mm	
11.	Cylinder bore in mm	
12.	Swept volume in cm ³	
13.	Mean piston speed in m/min	
14.	Compression ratio	
15.	Cyclic irregularity	
16.	Fuel consumption of the complete generating set on site in l/h of alternator output at: a) Full load b) $\frac{3}{4}$ 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	

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

3.2. Alternator

NO	ITEM	REMARKS
1.	Maker's name and model no.	
2.	Country of Origin and year of manufacture	
3.	Type of enclosure	
4.	Nominal speed in r.p.m.	
5.	Number of bearings	
6.	Terminal voltage	
7.	Sea level rating kVA at 0,9 power factor	
8.	De-rating for site conditions	
9.	Input required in kW	
10.	Method of excitation	
11.	Efficiency at 0,9 power factor and: a) Full load	

1.7

NO	ITEM	REMARKS
	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 in Ampere	
19.	Type of Coupling	

3.3. Switchboard

NO	ITEM	REMARKS
1.	Maker's Name	
2.	Country of Origin	
3.	Is board floor mounted?	
4.	Finish of board	
5.	Make of volt, amp, and frequency meters	
6.	Dial size of meters in mm	
7.	Scale range of voltmeter	
8.	Scale range of ammeters	
9.	Ratio 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?	

17.9

NO	ITEM	REMARKS
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	

3.4. 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	

3.5. Dimensions

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

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

NO	DESCRIPTION

3.7. 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	

4. SECTION 5 – PRICE SCHEDULES

4.1. General

- 1) The conditions of contract and the application of the Contract Price Adjustment Provisions shall be as set out in Part A: Section 1: Preliminaries.
- 2) The descriptions in this Price Schedule shall be read in conjunction with the specification.
- 3) The unit rate for each item in the Price Schedules shall include for all materials, labour, profit, transport, etc., everything necessary for the execution and complete installation of the work in accordance with the description.
- 4) The Price Schedules shall not be used for ordering purposes. The Contractor shall check the lengths of cables and overhead conductors on site before ordering any of the cables. Any allowance for off-cuts shall be made in the unit rates.
- 5) The rates shall exclude Value Added Tax and the total carried over to the final summary.
- 6) All material covered by this Specification shall, wherever possible, be of South African manufacture.

H.8

BILL OF QUANTITIES

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
A	REPLACEMENT OF THE EXISTING INDOOR 600KVA STANDBY GENERATOR WITH AN INDOOR 800KVA STANDBY GENERATOR.				
	<u>PRELIMINARY AND GENERAL</u>				
	1 Site Establishment	Sum	1		
	2 Security	Sum	1		
	3 <u>Health and Safety Compliance</u>				
	(a) Personnel Protective Equipment	Sum	1		
	(b) Health and Safety File	Sum	1		
	(c) Medical Surveillance	Sum	1		
	(d) Safety Representative	month	1		
	Carried to final summary				R
B	<u>ELECTRICAL & MECHANICAL INSTALLATION</u>				
	<u>Standby Generator Set</u>				
1	Isolate, disconnect and removal from site the existing 600KVA Generator set with in a radius of 20km	Item	1		
2	Standby Gen Set - Six cylinder, 4-Stroke-Cycle Water Cooled, 22.921L turbocharged diesel engine, 800KVA Prime Rated, 900KVA Standby Rated (or equivalent engine) with anti-vibration mounting between set and base coupled to an 810KVA Alternator, Three Phase, 400v. Set Mounted Battery Charger, Starting Batteries, Water Jacket Heater. Open Generator Set. Internal Exhaust system.	Item	1		
3	In base fuel (Mild Steel) tank 1000L capacity with electrical pump and fuel level indicator level sensor and lockable fuel cap. Base fuel tank filled with 1000L of diesel.	Item	1		
4	Control panel: Electrical digital control module. Full-featured power metering and protective relaying and Switchgear conversion with a GPS antennae and GSM antennae and controller	Item	1		
5	Supply Data Sim card pre-loaded with adequate data bundle for reporting module in item 4. Data shall be valid for the entire duration of the two-year (24 months) Warranty Period.	Item	1		
6	Circuit Breakers				
6.1	1250A, 3 Pole, Motorised Auto Transfer Switch, Mounted in the Control Panel	Item	1		

1.7

6.2	1250A ABB MCCB 3 Pole	Item	1		
7	Provision for cable (240mm ² x 4 core with 120mm ² armoured cable) for installation	m	120		
8	Delivery to site including 10-ton crane truck hire and rigging	Item	1		
9	Installation and Connection on site	Item	1		
10	Installation of ventilation Louvers	Item	1		
11	Installation of Sound Proofing and Fire Proof Door	Item	1		
12	Provision for fabrication, re-routing and extension of the exhaust system to exhaust fumes to the roof of the building (Two Storeys high) with brackets and accessories.	Item	1		
13	Refurbishment of HT (Transformer Substation & HV Substation)	Item	1		
13.1	Replacement of worn out circuit breakers on the panel	Item	1		
13.2	Service of 800KVA Hawker & Siddeley Transformers (S.A.B.S. 780)	Item	2		
13.3	Emergency Lighting - 4 feet LED Fittings (Substation)	Item	8		
13.4	Uninstall, relocate and reinstall 250A 3 Pole Circuit Breaker	Item	2		
13.5	Repair the extractor fan (Plant Room)	Item	1		
13.6	Installation of the 4x4 Single Plug	Item	1		
13.7	Rewiring of the existing HV Panel	Item	1		
13.8	Load Assessment and Load Balancing	Item	1		
14	Replacement of two motors, control box, fuel filtration system and fuel pipes on the Diesel Back Up Tank	Item	1		
15	Supply, Installation and commissioning of 1000 L back up tank for Diesel Standby Generator (New Building) with fuel filtration system and accessories.	Item	1		
16	Commissioning, Testing, Maintenance Manuals and Detailed Drawings (Design Drawings)	Item	1		
17	Certificate Of Compliance (COC)	Item	1		
	Carried to final summary				R
C	<u>MAINTENANCE SUPPORT</u>				
1	Standby Diesel Generator Set Maintenance Support (24 Months or Operational Hours) according to the manufacture's specification.	Item	1		
	Carried to final summary				R
	FINAL SUMMARY				
A	PRELIMINARY AND GENERAL				R

B	ELECTRICAL AND MECHANICAL INSTALLATION	R
C	MAINTENANCE SUPPORT	R
	SUB TOTAL	R
	CONTINGENCY AMOUNT	R
	SUB TOTAL	R
	VALUE ADDED TAX AT 15%	R
	GRAND TOTAL	R

T2.2 Returnable Documents required for tender evaluation purposes

DECLARATION OF INTEREST AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Project title:	APPOINTMENT OF AN EXPERIENCED AND COMPETENT SERVICE PROVIDER TO BID FOR THE REPLACEMENT OF THE EXISTING INDOOR 600KVA STANDBY GENERATOR WITH AN INDOOR 800KVA STANDBY GENERATOR		
Bid no:	NWPL 01/23/24	Reference no:	NWPL 01/23/24

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

1. CIDB REGISTRATION NUMBER (if applicable)

--

2. Any legal person, including persons employed by the State¹; or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where:

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

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

3.1 Full Name of bidder or his or her representative:

3.2 Identity number:

3.3 Position occupied in the Company (director, trustees, shareholder² ect)

3.4 Company Registration Number:

3.5 Tax Reference umber:



3.6 VAT Registration Number:

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

¹ "State" means –

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

² "Shareholder" means –

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

3.7 Are you or any person connected with the bidder presently employed by the state?

☐ YES ☐ NO

3.7.1 If so, furnish the following particulars:

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

Name of state institution at which you or the person

is connected to the bidder is employed

Position occupied in the state institution:

Any other particulars:

.....



3.8 Did you or your spouse, or any of the company's directors / trustees/shareholders / members or their spouses conduct business with the state in the previous twelve months?

☐ YES ☐ NO

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

.....

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

3.9.1 If so, furnish particulars.

.....
.....

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

3.10.1 If so, furnish particulars.

.....
.....

3.11 Do you or any of the directors /trustees/shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract?

☐ YES ☐ NO

3.11.1 If so, furnish particulars:

.....
.....





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

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

1/1

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

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

6. CERTIFICATION

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

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

Name of Tenderer / bidder	Signature	Date	Position

This form has been aligned with SBD4 and SBD 8



RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

1. The Enterprise submits a Bid / Tender to the North West Provincial Legislature in respect of the following project:

(project description as per Bid / Tender Document)

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

2. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

	Name	Capacity	Signature
1			
2			
3			
4			

17



5			
6			
7			
8			
9			
10			
11			
12			

The bidding enterprise hereby absolves the North West Provincial Legislature from any liability whatsoever that may arise as a result of this document being signed.

Note:

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

ENTERPRISE STAMP

RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

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

to the North West Provincial Legislature in respect of the following project:

(Project description as per Bid /Tender Document)

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

IT

4. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

5. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
- 6.
7. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: _____

_____ (code)

Postal Address: _____

_____ (code)

Telephone number: _____

Fax number: _____

Handwritten signature

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			

The bidding enterprise hereby absolves the North West Provincial Legislature from any liability whatsoever that may arise as a result of this document being signed

Note:

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

ENTERPRISE STAMP

Handwritten signature/initials

SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Handwritten signature



NORTH WEST PROVINCIAL LEGISLATURE

Special Resolution of Consortia or Joint Ventures

Held at _____ (place)

on _____ (date)

RESOLVED that:

RESOLVED that:

- A. The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the North West Provincial Legislature in respect of the following project:

(Project description as per Bid /Tender Document)

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

B. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

12/1



- D. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.
- E. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item D above.
- F. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.
- G. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: _____

_____ (code)

Postal Address: _____

_____ (code)

Telephone number: _____

Fax number: _____

H.I.



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

The bidding enterprise hereby absolves the North West Provincial Legislature from any liability whatsoever that may arise as a result of this document being signed.

Note:

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

SITE INSPECTION MEETING CERTIFICATE

Project title:	APPOINTMENT OF AN EXPERIENCED AND COMPETENT SERVICE PROVIDER TO BID FOR THE REPLACEMENT OF THE EXISTING INDOOR 600KVA STANDBY GENERATOR WITH AN INDOOR 800KVA STANDBY GENERATOR		
Tender no:	NWPL 01/23/24	Reference no:	NWPL 01/23/24
Closing date:	27 MARCH 2024		

This is to certify that I,

_____ representing _____
 _____ in the
 company of _____ visited the site
 on:

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

Name of Tenderer	Signature	Date

Name of NWPL Representative	Signature	Date

Handwritten signature

10/1/20

PARTICULARS OF TENDERER'S PROJECTS

Project title:	APPOINTMENT OF AN EXPERIENCED AND COMPETENT SERVICE PROVIDER TO BID FOR THE REPLACEMENT OF THE EXISTING INDOOR 600KVA STANDBY GENERATOR WITH AN INDOOR 800KVA STANDBY GENERATOR		
Tender / quotation no:	NWPL 01/23/24	Closing date:	27 MARCH 2024
Advertising date:	29 FEBRUARY 2024	Validity period:	90 days

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

6.1. Current projects

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

6.1

4										
5										
6										
7										
8										
9										



10										
6.2. Completed projects										
	Projects completed in the previous 5 (five) years	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commencement date	Contractual completion date	Date of Certificate of Practical Completion			
1										
2										
3										
4										

6.1



5									
6									
7									
8									
9									

			Signature		Date

Top

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

Handwritten signature or initials in the bottom right corner of the page.

2.1

RECORD OF ADDENDA TO TENDER DOCUMENTS

Project title:	APPOINTMENT OF AN EXPERIENCED AND COMPETENT SERVICE PROVIDER TO BID FOR THE REPLACEMENT OF THE EXISTING INDOOR 600KVA STANDBY GENERATOR WITH AN INDOOR 800KVA STANDBY GENERATOR		
Tender no:	NWPL 01/23/24	Reference no:	NWPL 01/23/24

9. I / We confirm that the following communications received from the North West Provincial Legislature before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: *(Attach additional pages if more space is required)*

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

K.H.



Name of Tenderer	Signature	Date

10. I / We confirm that no communications were received from the North West Provincial Legislature before the submission of this tender offer, amending the tender documents.

Name of Tenderer	Signature	Date

117

**SCHEDULE OF PROPOSED SUBCONTRACTORS**

Project title:	APPOINTMENT OF AN EXPERIENCED AND COMPETENT SERVICE PROVIDER TO BID FOR THE REPLACEMENT OF THE EXISTING INDOOR 600KVA STANDBY GENERATOR WITH AN INDOOR 800KVA STANDBY GENERATOR		
Tender no:	NWPL 01/23/24	Reference no:	NWPL 01/23/24

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

We confirm that all subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council and/or with the CIDB (Construction Industry Development Board).

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



NORTH WEST PROVINCIAL LEGISLATURE

4			
5			

Name of representative	Signature	Capacity	Date

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

[Handwritten signature]

**PARTICULARS OF ELECTRICAL CONTRACTOR**

Project title:	APPOINTMENT OF AN EXPERIENCED AND COMPETENT SERVICE PROVIDER TO BID FOR THE REPLACEMENT OF THE EXISTING INDOOR 600KVA STANDBY GENERATOR WITH AN INDOOR 800KVA STANDBY GENERATOR		
Tender no:	NWPL 01/23/24	Reference no:	NWPL 01/23/24

We confirm that the **Electrical Contractor** contracted to construct are registered with the Electrical Contracting Board of SA and with the CDB (Construction Industry Development Board) in their class of construction.

Name of Electrical Contractor:	
Address:	
Electrical Contractor registration number at the Electrical Contracting Board of S.A.:	

Name of Tenderer	Signature	Date

SCHEDULE FOR IMPORTED MATERIALS AND EQUIPMENT

Project title:	APPOINTMENT OF AN EXPERIENCED AND COMPETENT SERVICE PROVIDER TO BID FOR THE REPLACEMENT OF THE EXISTING INDOOR 600KVA STANDBY GENERATOR WITH AN INDOOR 800KVA STANDBY GENERATOR		
Tender no:	NWPL 01/23/24	Reference no:	NWPL 01/23/24

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

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

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

These net amounts will be adjusted as follows:

FORMULA:

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

$$A = V (\underline{Z} - 1)$$

Y

A = the amount (R) of adjustment

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

Y = exchange rate at the closing date of tender submission

Z = exchange rate on the date of payment.

Name of Tenderer	Signature	Date



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

Handwritten signature or initials in the bottom right corner.

VOLUME 3: CONTRACT

115

Part C1: Agreement and Contract Data

C1.2 Contract Data

11/8/14

CONTRACT DATA: JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)

Project title:	APPOINTMENT OF AN EXPERIENCED AND COMPETENT SERVICE PROVIDER TO BID FOR THE REPLACEMENT OF THE EXISTING INDOOR 600KVA STANDBY GENERATOR WITH AN INDOOR 800KVA STANDBY GENERATOR		
Tender no:	NWPL 01/23/24	Reference no:	NWPL 01/23/24

	<p>The Conditions of Contract are clauses 1 to 41 of the JBCC Series 2000 Principal Building Agreement (Edition 4.1 of March 2005) prepared by the Joint Building Contracts Committee.</p> <p>Copies of these conditions of contract may be obtained through most regional offices of the Association of South African Quantity Surveyors, Master Builders Association, South African Association of Consulting Engineers, South African Institute of Architects, Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee.</p>
--	--

	<p>CONTRACT VARIABLES</p> <p>THE SCHEDULE</p> <p>The schedule contains all variables referred to in this document and is divided into part 1: contract data completed by the employer and part 2: contract data completed by the contractor. Part 1 must be completed in full and included in the tender documents. Both the part 1 and part 2 form part of this agreement</p> <p>Spaces requiring information must be filled in, shown as 'not applicable' or deleted but not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the schedule. Key cross reference clauses are italicised in [] brackets</p>
42.0	Part 1: Contract Data completed by the Employer:

Handwritten signature/initials



NORTH WEST PROVINCIAL LEGISLATURE

42.1	CONTRACTING AND OTHER PARTIES
42.1.1	Employer: North West Provincial Legislature Postal address: North West Provincial Legislature Private Bag X 2018 Mmabatho 2735 Tel: : 018 392 7000 Fax: N/A Physical address: North West Provincial Legislature Dr James Moroka Drive Mmabatho 2735
42.1.2 [1.1, 5.1]	Principal Agent: North West Provincial Legislature Private Bag X 2018 Mmabatho 2735 Tel: 018 392 7000 Fax: N/A
[1.1]	Representative of the Employer: Postal address: North West Provincial Legislature Private Bag X 2018 Mmabatho 2735 Tel: 018 392 7000 Fax: N/A

1.1



NORTH WEST PROVINCIAL LEGISLATURE

42.1.3 [1.1, 5.2]	Agent (1) Agent's service: Postal address: Tel: Fax:
42.1.4 [1.1, 5.2]	Agent (2) Agent's service: Postal address: Tel: Fax:
42.1.5 [1.1, 5.2]	Agent (3) Agent's service: Postal address: Tel: Fax:

Tender no: NWPL 02/23/24

42.1.6 [1.1, 5.2]	Agent (4) Agent's service: Postal address: Tel: Fax:
----------------------	--

120



NORTH WEST PROVINCIAL LEGISLATURE

42.1.7 [1.1, 5.2]	Agent (5) Agent's service: Postal address: Tel: Fax:
42.1.8 [1.1, 5.2]	Agent (6) Agent's service: Postal address: Tel: Fax:
42.1.9 [1.1, 5.2]	Agent (7) Agent's service: Postal address: Tel: Fax:

42.2	CONTRACT DETAILS
42.2.1 [1.1]	Works description: Refer to document C3 – Scope of Work.
42.2.2 [1.1]	Site description: Refer to document C4 – Site Information.
42.2.4 [41.0]	Specific options that are applicable to a State organ only Where so :

121



NORTH WEST PROVINCIAL LEGISLATURE

<p>[1.1 #] [31.11.2 #] [31.12.2 #] [11.2.#] [31.4.2 #] [40.2.2.#] [26.1.2 #]</p>	<p>1) Interest rate legislation: The interest rate applicable will be 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)</p> <p>2) Lateral support insurance to be effected by the contractor: Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>3) Payment will be made for materials and goods Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>4) Dispute resolution of any dispute shall be conducted in the following chronological order with litigation being the last resort</p> <p>4.1 Negotiation 4.2 mediation 4.3 Adjudication 4.4 Arbitration 4.5 Litigation</p> <p>5) Extended defects liability period applicable to the following elements:</p> <p><i>state elements and extended defects liability periods</i></p>
<p>42.2.6 [15.3]</p>	<p>Period for the commencement of the works after the contractor takes possession of the site:</p> <p>Ten (10) working days.</p>
<p>42.2.7 [24.3.1] [30.1]</p>	<p>For the works as a whole:</p> <p>The date for practical completion shall be 24 months from the commencement date and the penalty per calendar day shall be R 125.00</p>
<p>42.2.8 [24.3.1] [28.1]</p>	<p>For the works in sections:</p> <p>The date for practical completion from the commencement date and the penalty per calendar day:</p> <p>Section 1:</p> <p>Section 2:</p>

1.1



	<p>Section 3:</p> <p>Section 4:</p> <p>Section 5:</p> <p>Section 6:</p>
42.2.9 [1.2]	The law applicable to this agreement shall be that of the: Republic of South Africa

42.3	INSURANCES
42.3.1 [10.1 #, 10.2 # 12.1 #]	<p>Contract works insurance to be effected by the contractor</p> <p><input checked="" type="checkbox"/> To the minimum value of the contract sum plus 10%</p> <p>With a deductible not exceeding 5% of each and every claim</p> <p>Or</p> <p><input checked="" type="checkbox"/> For the minimum sum of R ()</p> <p>With a deductible not exceeding 5% of each and every claim</p>

123



NORTH WEST PROVINCIAL LEGISLATURE

<p>42.3.2 [10.1 #, 10.2 #, 12.1 #]</p>	<p>Supplementary insurance is required: Yes</p> <p>To the minimum value of the contract sum plus 10 %</p>
<p>42.3.3 [11.1 #, 12.1 #]</p>	<p>Public liability insurance to be effected by the contractor</p> <p><input checked="" type="checkbox"/> For the sum of R 5 million</p> <p>With a deductible not exceeding 5% of each and every claim</p> <p>Or</p> <p><input checked="" type="checkbox"/> For the sum of R ()</p> <p>With a deductible not exceeding 5% of each and every claim</p>
<p>42.3.4 [11.2 #, 12.1 #]</p>	<p>Support insurance to be effected by the contractor</p> <p>For the sum of R ()</p> <p>With a deductible of R ()</p>

<p>42.4</p>	<p>DOCUMENTS</p>
<p>42.4.2 [3.7]</p>	<p>Three (3) copies of the construction documents will be supplied to the contractor free of charge</p>
<p>42.4.3</p>	<p>Bills of quantities / Lump sum document schedule of rates drawn up in accordance with:</p> <p><input checked="" type="checkbox"/> Standard System of Measuring Building Work (sixth edition as amended)</p> <p>Or</p> <p><input type="checkbox"/> Standard System of Measuring Building Work for Small or Simple Buildings 1999</p> <p>Or</p> <p><input type="checkbox"/> Other (specify)</p>

1.7



NORTH WEST PROVINCIAL LEGISLATURE

42.4.5 [3.4]	JBCC Engineering General Conditions are to be included in the contract documents: No

125

11.9



NORTH WEST PROVINCIAL LEGISLATURE

42.4.6 [31.5.3]	The contract value is to be adjusted using CPAP indices: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
[32.13]	<p>Where CPAP is applicable, the contract sum will be adjusted in accordance with the JBCC Contract Price Adjustment Provisions (CPAP) as set out in the CPAP Indices Application Manual as prepared by the JBCC Series 2000, code 2118, dated May 2005 and any amendments thereto:</p> <ol style="list-style-type: none">1) Glass etc. measured in specialist section Metalwork, will be adjusted in terms of the index for that work group unless specifically stated otherwise in the bills of quantities2) All electrical installations in buildings and power distribution systems shall be adjusted in terms of the index for Work Group 160 Electrical Installation. In case of uninterruptible power supplies, elevators, escalators and hoists, generating sets, motor-alternator sets and intercommunication systems shall be in accordance with Work Group 1703) With reference to Work Group 190 a proportion of the value related preliminaries pro rata to the amount of work excluded from adjustment, shall be excluded from Contract Price Adjustment Provisions, if Option A has been selected for the adjustment of preliminaries4) Further to clause 3.4.4 of the CPAP Indices Application Manual, the listing of additional items for exclusion by tenderers, will not be permitted5) Where V results in a negative amount after application of the formula in clause 8.3 of the CPAP Indices Application Manual the factor of 0,55 shall be substituted by 1,45 <p>Alternative Indices: Not Applicable</p>

17



42.4.7 [3.10]	<p>Details of changes made to the provisions of JBCC standard documentation</p> <p>Clause</p> <p>1.1 COMMENCEMENT DATE – means the date that the agreement, made in terms of the Form of Offer and Acceptance, comes into effect</p> <p>CONSTRUCTION GUARANTEE – means a guarantee at call obtained by the contractor from an institution approved by the employer in terms of the employer's construction guarantee form as selected in the schedule</p> <p>CONSTRUCTION PERIOD – means the period commencing on the commencement date and ending on the date of practical completion</p> <p>CORRUPT PRACTICE – means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution</p> <p>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 tenderer, and includes collusive practice among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition</p> <p>INTEREST – the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999)</p> <p>PRINCIPAL AGENT – means the person or entity appointed by the employer and named in the schedule. In the event of a principal agent not being appointed, then all the duties and obligations of a principal agent as detailed in the agreement shall be fulfilled by a representative of the employer as named in the schedule</p> <p>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</p> <p>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:</p> <p>1.6.4 No clause</p> <p>3.2.1 A construction guarantee in terms of 14.0, where so elected in his tender</p> <p>3.7 Add at the end thereof:</p> <p>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.</p> <p>3.10 Replace the second reference to "principal agent" with the word "employer"</p> <p>4.3 No clause</p> <p>5.1.2 under clause 41- Include reference to 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</p> <p>10.5 Add the following as 10.5</p>
------------------	---

**Damage to the works**

- (1) Without in 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
- (2) The **contractor** shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**
- (3) 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 excepted risks as set out in 10.6
- (4) 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

- (1) 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
- (2) 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
- (3) 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 thereof from the **contractor** or to deduct the same from amounts due to the **contractor**
- (4) 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**
- (5) 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

- (6) 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 that might result in catastrophic ground movement evident by sinkhole or doline 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 holds harmless the **employer** against any damage to and/or destruction of the **works** consequent upon a catastrophic ground movement as mentioned above. The **contractor** shall take such precautions and security measures and other steps for the protection of the **works** as he may deem necessary

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, restore, 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 personal property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract

- 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 consequent 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 one indivisible whole

14.0 Replace the entire clause 14.0 with the following:

14.0 SECURITY

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

14.1.1 The payment reduction of the value certified in a **payment certificate** shall be *mutatis mutandi* in terms of 31.8(A)

14.1.2 The **employer** shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the payment reduction **security** or portions thereof to the **contractor**

14.2 In respect of contracts with a **contract sum** above R1 million, the **contractor** shall have the right to select the **security** to be provided in terms of 14.3, 14.4, 14.5, 14.6, or 14.7 as stated in the **schedule**. Such **security** shall be provided to the **employer** within twenty-one (21) **calendar days** from **commencement date**. Should the **contractor** fail to select the **security** to be provided or should the **contractor** fail to provide the **employer** with the selected **security** within twenty-one (21) **calendar days** from **commencement date**, the **security** in terms of 14.7 shall be deemed to have been selected.

14.3 Where the **security** as a cash deposit of ten per cent (10%) of the **contract sum** (excluding VAT) has been selected:

14.3.1 The **contractor** shall furnish the **employer** with a cash deposit equal in value to ten per cent (10%) of the **contract sum** (excluding VAT) within twenty-one (21) **calendar days** from **commencement date**

14.3.2 Within twenty-one (21) **calendar days** of the date of **practical completion** of the **works** the **employer** shall reduce the cash deposit to an amount equal to three per cent (3%) of the **contract value** (excluding VAT), and refund the balance to the **contractor**

14.3.3 Within twenty-one (21) **calendar days** of the date of **final completion** of the **works** the **employer** shall reduce the cash deposit to an amount equal to one per cent (1%) of the **contract value** (excluding VAT) and refund the balance to the **contractor**

14.3.4 On the date of payment of the amount in the final **payment certificate**, the **employer** shall refund the remainder of the cash deposit to the **contractor**

14.3.5 The **employer** shall be entitled to recover expense and loss from the cash deposit in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the



employer's entitlement shall take precedence over his obligations to refund the cash deposit **security** or portions thereof to the **contractor**

14.3.6 The parties expressly agree that neither the **employer** nor the **contractor** shall be entitled to cede the rights to the deposit to any third party

14.4 Where **security** as a variable **construction guarantee** of ten percent (10%) of the **contract sum** (excluding VAT) has been selected:

14.4.1 The **contractor** shall furnish the **employer** with an acceptable variable **construction guarantee** equal in value to ten per cent (10%) of the **contract sum** (excluding VAT) within twenty-one (21) **calendar days** from **commencement date**

14.4.2 The variable **construction guarantee** shall reduce and expire in terms of the Variable **Construction Guarantee** form included in the invitation to tender

14.4.3 The **employer** shall return the variable **construction guarantee** to the **contractor** within fourteen (14) **calendar days** of it expiring

14.4.4 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** shall issue a written demand in terms of the variable **construction guarantee**

14.5 Where **security** as a fixed **construction guarantee** of five per cent (5%) of the **contract sum** (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the **payment certificate** (excluding VAT) has been selected:

14.5.1 The **contractor** shall furnish a fixed **construction guarantee** to the **employer** equal in value to five per cent (5%) of the **contract sum** (excluding VAT)

14.5.2 The fixed **construction guarantee** shall come into force on the date of issue and shall expire on the date of the last certificate of **practical completion**

14.5.3 The **employer** shall return the fixed **construction guarantee** to the **contractor** within fourteen (14) **calendar days** of it expiring

14.5.4 The payment reduction of the value certified in a **payment certificate** shall be in terms of 31.8(A) and 34.8

1.7



- 14.5.5 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** shall be entitled to issue a written demand in terms of the fixed **construction guarantee** or may recover from the payment reduction or may do both
- 14.6 Where **security** as a cash deposit of five per cent (5%) of the **contract sum** (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the **payment certificate** (excluding VAT) has been selected:
- 14.6.1 The **contractor** shall furnish the **employer** with a cash deposit equal in value to five per cent (5%) of the **contract sum** (excluding VAT) within twenty-one (21) **calendar days** from **commencement date**
- 14.6.2 Within twenty-one (21) **calendar days** of the date of **practical completion** of the **works** the **employer** shall refund the cash deposit in total to the **contractor**
- 14.6.3 The payment reduction of the value certified in a **payment certificate** shall be *mutatis mutandi* in terms of 31.8(A)
- 14.6.4 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** may issue a written notice in terms of 33.4 or may recover from the payment reduction or may do both
- 14.7 Where **security** as a payment reduction of ten per cent (10%) of the value certified in the **payment certificate** (excluding VAT) has been selected:
- 14.7.1 The payment reduction of the value certified in a **payment certificate** shall be *mutatis mutandi* in terms of 31.8(B)
- 14.7.2 The **employer** shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the payment reduction or portions thereof to the **contractor**
- 14.8 Payments made by the guarantor to the **employer** in terms of the fixed or variable **construction guarantee** shall not prejudice the rights of the **employer** or **contractor** in terms of this **agreement**
- 14.9 Should the **contractor** fail to furnish the **security** in terms of 14.2 the **employer**, in his sole discretion, and without notification to the **contractor**, is entitled to change the **contractor's** selected form of **security** to that of a ten per cent (10%) payment reduction of the value certified in the **payment certificate** (excluding VAT), whereafter 14.7 shall be applicable
- 15.1.1 No clause
- 15.1.2 The **security** selected in terms of 14.0



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 commencement date**

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 15.1.4

17.1.11 Delete the words "and the appointment of **nominated** and **selected subcontractors**"

20.1.3 No clause

21.0 No clause

26.1.2 Add # next to 26.1.2

29.2.5 No clause

31.5.2 Security adjustments in terms of 14.0 or 31.8

31.8 Amend as follows:

31.8(A) Where a **security** is selected in terms of 14.1; 14.5 or 14.6, the value of the **works** in terms of 31.4.1 and of the **materials and goods** in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:

31.8(A).1 Ninety-five per cent (95%) of such value in interim **payment certificates** issued up to the date of **practical completion**

31.8(A).2 Ninety-seven per cent (97%) of such value in interim **payment certificates** issued on the date of **practical completion** and up to but excluding the date of **final completion**

17



- 31.8(A).3 Ninety-nine per cent (99%) of such value in interim **payment certificates** issued on the date of **final completion** and up to but excluding the final **payment certificate** in terms of 34.6
- 31.8(A).4 One hundred per cent (100%) of such value in the final **payment certificate** in terms of 34.6 except where the amount certified is in favour of the **employer**. In such an event the payment reduction shall remain at the adjustment level applicable to the final **payment certificate**.
- 31.8(B) Where security is a payment reduction in term of 14.7 has been selected the value of the **works** in terms of 31.4.1 and **materials and goods** in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:
- 31.8(B).1 Ninety per cent (90%) of such value in interim **payment certificates** issued up to the date of **practical completion**
- 31.8(B).2 Ninety-seven per cent (97%) of such value in interim **payment certificates** issued on the date of **practical completion** and up to but excluding the date of **final completion**
- 31.8(B).3 Ninety-nine per cent (99%) of such value in interim **payment certificates** issued on the date of **final completion** and up to but excluding the final **payment certificate** in terms of 34.6
- 31.8(B).4 One hundred per cent (100%) of such value in the final **payment certificate** in terms of 34.6 except where the amount certified is in favour of the **employer**. In such an event the payment reduction shall remain at the adjustment level applicable to the final **payment certificate**
- 31.12 Delete the following: "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
- 32.5.4 **contractor**"
- and
- 32.5.7
- 34.1 Remove #
- 34.2 Add # next to 34.2

Handwritten signature or initials.



- 34.8 The **principal agent** shall certify one hundred per cent (100%) of the amount of the **final account** in the **final payment certificate**
- 34.13 Replace "seven (7) **calendar days**" with "twenty one (21) **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 refuses or neglects to comply strictly with any of the conditions of contract
- 36.1.4 estate being sequestrated; liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa
- 36.1.5 in the judgement of the **employer**, has engaged in **corrupt or fraudulent practices** in competing for or in executing the contract
- 36.3 Remove reference to "No clause", and replace "**principal agent**" with "**employer**"
- 36.7 Add the following: "Notwithstanding any clause to the contrary, on cancellation of this
37.5 **agreement** either by the **employer** or the **contractor**; or for any reason whatsoever,
and the **contractor** shall on written instruction, discontinue with the **works** on a date stated
38.7 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"
- 37.3.5 Replace "ninety (90)" with "one hundred and twenty (120)
and
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"
- 40.2.2 under clause 41 – Replace "one (1) year" with "three (3) years"
- 40.6 under clause 41 – Remove reference to no clause
- 40.7.1 Change "(10)" to "(15)"
- Add the following to the end thereof:
- Whether or not mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and equally share the costs of the **mediator** and related costs.

117



NORTH WEST PROVINCIAL LEGISLATURE

--	--

42.0	Part 2: Contract Data provided by the Contractor:
42.5	CONTRACT DETAILS
42.5.1	Contractor: <hr/> Postal address: <hr/> <hr/> <hr/> Tel: _____ Fax: _____ TAX / VAT Registration No: _____ Physical address: <hr/> <hr/> <hr/>

2.7



NORTH WEST PROVINCIAL LEGISLATURE

42.5.2	<p>The accepted contract sum inclusive of tax is R _____</p> <p>Amount in words: _____</p>
42.5.3 [31.3]	<p>The latest day of the month for the issue of an interim payment certificate: _____</p>
42.5.4 [32.12]	<p>The preliminaries amounts shall be paid in terms of: Alternative A <input type="checkbox"/> Alternative B <input type="checkbox"/></p>
42.5.5 [32.12]	<p>The preliminaries amounts shall be adjusted in terms of: Alternative A <input type="checkbox"/> Alternative B <input type="checkbox"/></p>

11.8



<p>42.5.7 [14]</p>	<p>The security to be provided by the contractor:</p> <p>(a) in respect of contracts up to R1 million, the contractor will provide security in terms of 14.1</p> <p>(b) in respect of contracts above R1 million, the contractor will provide, as security, one of the following:</p> <p>(1) cash deposit of 10 % of the contract sum (excluding VAT) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(2) variable construction guarantee of 10 % of the contract sum (excluding VAT) (DPW-10.3 EC) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(3) payment reduction of 10% of the value certified in the payment certificate (excluding VAT) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(4) cash deposit of 5% of the contract sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(5) fixed construction guarantee of 5% of the contract sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) (DPW-10.1 EC) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 53 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.</p>
<p>42.5.8 [29.7.2]</p>	<p>The annual building holiday period after the commencement of the construction period:</p> <p>From: _____ to _____</p>

1/1



NORTH WEST PROVINCIAL LEGISLATURE

42.6

DOCUMENTS

42.6.1

Contract documents marked and annexed hereto:

Priced **bills of quantities**: Yes ☐ No ☐ Document marked as: _____

Lump sum document: : Yes ☐ No ☐ Document marked as: _____

Guarantees: Yes ☐ No ☐ Document marked as: _____

Contract drawings: Yes ☐ No ☐ Document marked as: _____

Other documents: Yes ☐ No ☐ (*Attach additional pages if more space is required*)

139

C1.3 Form of Guarantee



VARIABLE CONSTRUCTION GUARANTEE - JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)

Deputy Manager

North West Provincial Legislature

To:

North West Provincial Legislature

Private Bag X 2018

Mmabatho

2735

Sir,

VARIABLE CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF JBCC 2000 (4.1 EDITION MARCH 2005)

1. With reference to the contract between _____

_____ (hereinafter

referred to as the "**contractor**") and the North West Provincial Legislature, (hereinafter referred to as the "**employer**"), Contract/Tender No: **NWPL 01/23/24**, for the **APPOINTMENT OF AN EXPERIENCED AND COMPETENT SERVICE PROVIDER TO BID FOR THE REPLACEMENT OF THE EXISTING INDOOR 600KVA STANDBY GENERATOR WITH AN INDOOR 800KVA STANDBY GENERATOR** (hereinafter referred to as the "**contract**" in the amount of R

.....**Insert amount,**..... **(insert amount in words)** (hereinafter referred as the **contract sum**),

I / We, _____

in my/our capacity as _____ and hereby

representing _____ (hereinafter referred to as the "**guarantor**") advise that the **guarantor** holds at the **employer's** disposal the sum of R

.....**insert amount,**

.....**(insert amount in words)** being 10% of the **contract sum** (excluding VAT), for the due fulfillment of the contract.

2. I / We advise that the **guarantor's** liability in terms of this guarantee shall be as follows:
- 3.

(a) From and including the date on which this guarantee is issued and up to and including the date of payment of the amount in the last final **payment certificate**, the **guarantor** will be liable in terms of this guarantee to the maximum amount of 10% of the **contract sum** (excluding VAT);

(b) The **guarantor's** liability shall reduce to 3 % of the **contract value** (excluding VAT) as determined at the date of the last **certificate of practical completion**, subject to such amount not exceeding 10% of the **contract sum** (excluding VAT).

(c) The **guarantor's** liability shall reduce to 1 % of the **contract value** (excluding VAT) as determined at the date of the last **certificate of final completion**, subject to such amount not exceeding 10 % of the **contract sum** (excluding VAT).

(d) This guarantee shall expire on the date of the last **final payment certificate**.

(e) The **practical completion certificate** and the **final completion certificate** referred to in this guarantee shall mean the certificates issued in terms of the contract.

4. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis;* and *de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed on receipt of a written demand from the **employer** to do so, stating that the **employer** has a right of recovery against the **contractor** in terms of 33.0 of the contract.

4. Subject to the above, but without in any way detracting from the **employer's** rights to adopt any of the procedures provided for in the contract, the said demand can be made by the **employer** at any stage prior to the expiry of this guarantee.

5. The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon the issue of the last **final payment certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.

6. The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the foregoing, any compromise, extension of the construction period, indulgence, release or variation of the **contractor's** obligation shall not affect the validity of this guarantee.

7. The **guarantor** reserves the right to withdraw from this guarantee at any time by depositing the amount guaranteed with the **employer**, whereupon the **guarantor's** liability ceases.

8. This guarantee is neither negotiable nor transferable, and

(a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 5 above, or

(b) shall lapse in accordance with clause 2(d) above.



9. This guarantee shall not be interpreted as extending the **guarantor's** liability to anything more than the payment of the amount guaranteed.

SIGNED AT _____ ON THIS _____ DAY OF

_____ 202__

AS WITNESS

1. _____

2. _____

By and on behalf of

(insert the name and physical address of the guarantor)

NAME: _____

CAPACITY: _____

(duly authorised thereto by resolution attached marked Annexure A)

DATE: _____

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

1.7

12

FIXED CONSTRUCTION GUARANTEE - JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)

Deputy Manager

North West Provincial Legislature

To:

North West Provincial Legislature

Private Bag X 2018

Mmabatho

2735

Sir,

FIXED CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF JBCC 2000 (4.1 EDITION MARCH 2005)

5. With reference to the contract between _____

_____ (hereinafter

referred to as the "**contractor**") and the North West Provincial Legislature, (hereinafter referred to as the "**employer**"), Contract/Tender No: **NWPL 01/23/24**, for the **APPOINTMENT OF AN EXPERIENCED AND COMPETENT SERVICE PROVIDER TO BID FOR THE REPLACEMENT OF THE EXISTING INDOOR 600KVA STANDBY GENERATOR WITH AN INDOOR 800KVA STANDBY GENERATOR** (hereinafter referred to as the "**contract**" in the amount of R

.....*Insert amount,*.....*Insert amount in words*) (hereinafter referred as the **contract sum**),

I / We, _____

in my/our capacity as _____ and hereby

representing _____ (hereinafter referred to as the "**guarantor**") advise that the **guarantor** holds at the **employer's** disposal the sum of

R.....*Insert amount,*

.....*...(insert amount in words)* being 5% of the **contract sum** (excluding VAT), for the due fulfillment of the contract.

6. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis;* and *de duobus vel pluribus reis debendi* which could be pleaded against the





enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed, on receipt of a written demand from the **employer** to do so, stating that the **employer** has a right of recovery against the **contractor** in terms of 33.0 of the contract.

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

SIGNED AT _____ ON THIS _____ DAY OF

_____ 202__

AS WITNESS

3. _____

4. _____

By and on behalf of

1.7

(insert the name and physical address of the guarantor)

NAME: _____

CAPACITY: _____

(duly authorised thereto by resolution attached marked Annexure A)

DATE: _____

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



Part C2: Pricing Data

lit

C2.1 Pricing Instructions

PG-02.2 PRICING INSTRUCTIONS - JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)

Project title:	APPOINTMENT OF AN EXPERIENCED AND COMPETENT SERVICE PROVIDER TO BID FOR THE REPLACEMENT OF THE EXISTING INDOOR 600KVA STANDBY GENERATOR WITH AN INDOOR 800KVA STANDBY GENERATOR		
Tender no:	NWPL 01/23/24	Reference no:	NWPL 01/23/24

C2.1 Pricing Instructions

2) GENERAL (Note to departmental project manager/consultant(s): This item serves as a guideline only and must be deleted)

(a) *The Standard for Uniformity in Construction Procurement published in terms of the Construction Industry Development Board (CIDB) Act, 2000 (Act no. 38 of 2000), the Standardized Construction Procurement Documents for Engineering and Construction Works as issued by the CIDB and any other relevant documentation pertaining thereto must be studied and all principles in this regard must be applied to all procurement documentation, practices and procedures.*

(b) *The consultant(s)/project manager must acquaint themselves fully with all relevant matters pertaining to this section in order to enable prospective tenderers to price for all eventualities.*

2. The following items must be included in the Pricing Instructions. Any additional items deemed necessary must be included herein. (Delete this instruction and re-number the items as required)

(a) BILLS OF QUANTITIES / LUMP SUM DOCUMENT

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

(b) VALUE ADDED TAX

The **contract sum** must include for Value Added Tax (VAT). All rates, provisional sums, etc. in the **bills of quantities / lump sum document** must however be net (exclusive of VAT) with VAT calculated and added to the total value thereof in the Final Summary.

(c) FIXED PRICE CONTRACT

Should the bills of quantities / lump sum document be a fixed price contract, the following clause must be inserted in the Pricing Instructions. (Delete this instruction if a fixed price contract is applicable, or delete item in total if not a fixed price contract)

Tenderers are to take note that contract price adjustments are not applicable to this contract. Tenderers should therefore make provision in the **contract sum**, schedule of rates, etc., for possible price increases during the contract period, as no claims in this regard shall be entertained.



(d) **LABOUR-INTENSIVE WORKS**

Should labour-intensive works be applicable to the contract the following clause must be inserted in the Pricing Instructions. (Delete item in total if labour-intensive works are not applicable to the contract)

Those parts of the works to be constructed using labour-intensive methods are marked in the **bills of quantities / lump sum document** with the letters LI either in a separate column or as a prefix or suffix against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a deviation from the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour-intensive specification in the Scope of Works.

Where minimum labour intensity is specified by the design the **contractor** is expected to use their initiative to identify additional activities that can be done labour-intensively in order to comply with the set minimum labour intensity target.

Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised 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

Part C3: Scope of Work

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be a combination of letters and a flourish.

C3 Scope of Work

Handwritten signature or initials in the bottom right corner.

PG-01.2 (EC) SCOPE OF WORKS – JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)

Project title:	APPOINTMENT OF AN EXPERIENCED AND COMPETENT SERVICE PROVIDER TO BID FOR THE REPLACEMENT OF THE EXISTING INDOOR 600KVA STANDBY GENERATOR WITH AN INDOOR 800KVA STANDBY GENERATOR		
Tender no:	NWPL 01/23/24	Reference no:	NWPL 01/23/24

C3. Scope of Works

(a) EXTENT OF THE WORKS

Supply, Delivery, Installation and Commissioning of Uninterrupted Power Supply

(b) ORDER OF THE WORKS

No procedures affecting the works

(c) BUILDINGS OCCUPIED

Building currently in use

(d) ACCESS

The site is accessible but this will be confirmed by the Principal Agent

(e) LABOUR-INTENSIVE WORKS

Should labour-intensive works be applicable to the contract the following clauses must be inserted in the Scope of Works. (Delete item in total if labour-intensive works are not applicable to the contract)

Employer's objectives:

The employer's objectives are to deliver public infrastructure using labour-intensive methods in accordance with EPWP Guidelines.

Labour-intensive works:

Labour-intensive works shall be constructed/maintained using local workers who are temporarily employed in terms of the scope of work.

Labour-intensive competencies of supervisory and management staff:





Contractors shall only engage supervisory and management staff in labour-intensive works that have completed the skills programme including Foremen/ Supervisors at NQF level 4 "National Certificate: Supervision of Civil Engineering Construction Processes" and Site Agent/ Manager at NQF level 5 "Manage Labour-Intensive Construction Processes" or equivalent QCTO qualifications (See Appendix C) at NQF outlined in Table 1

(f) GENERIC LABOUR-INTENSIVE SPECIFICATION

Should labour-intensive works be applicable to the contract the following Generic Labour-intensive Specification (informed by SANS 1921-5, Construction and management requirements for works contracts - Part 5: Earthworks) which covers activities which are to be performed by hand, should be inserted in the Scope of Works without amendment or modification as set out below. (Delete item in total if labour-intensive works are not applicable to the contract)

Contractors are referred to the Guidelines for the Implementation of Labour-intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP) for the generic labour-intensive specification applicable to the contract.

This specification establishes general requirements for activities which are to be executed by hand involving the following:

- trenches having a depth of less than 1.5 metres
- stormwater drainage
- roads
- sidewalks and non-motorised transport infrastructure
- water and sanitation

Precedence

Where this specification is in conflict with any other standard or specification referred to in the Scope of Works to this Contract, the requirements of this specification shall prevail

Hand excavateable material

Hand excavateable material is:

a) granular materials:

- i) whose consistency when profiled may in terms of table 2 be classified as very loose, loose, medium dense, or dense; or
- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;

b) cohesive materials:

- i) whose consistency when profiled may in terms of table 2 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

Note

- 1) A boulder is material with a particle size greater than 200mm, a cobble and gravel is material between 60 and 200mm.
- 2) A dynamic cone penetrometer is an instrument used to measure the in-situ shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400mm and drives a cone having a maximum diameter of 20mm (cone angle of 60° with respect to the horizontal) into the material being used.

Table 2: Consistency of materials when profiled			
GRANULAR MATERIALS		COHESIVE MATERIALS	
CONSISTENCY	DESCRIPTION	CONSISTENCY	DESCRIPTION
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40 mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of a geological pick; requires many blows for excavation.	Stiff	Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumb-nail with difficulty; slight indentation produced by blow of a geological pick point.

Trench excavation

All hand excavateable material in trenches having a depth of less than 1,5 metres shall be excavated by hand.

Compaction of backfilling to trenches (areas not subject to traffic)



Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100mm. Each layer shall be compacted using hand stampers;

a) to 90% Mod AASHTO;

b) such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10mm and contains no isolated boulders, or

c) such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

Excavation

All excavateable material including topsoil classified as hand excavateable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand. Any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

Clearing and grubbing

Grass and bushes shall be cleared by hand.

Shaping

All shaping shall be undertaken by hand.

Loading

All loading shall be done by hand. Haulage equipment should be selected in a manner that allows loading by hand to the greatest extent possible.

Haul

Excavation material shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.

Offloading

All material, however transported, is to be off-loaded by hand, unless tipper-trucks are utilised for haulage.

Spreading

All material shall be spread by hand.



Compaction

Small areas may be compacted by hand provided that the specified compaction is achieved. Appropriate rollers should be used where higher (than can be achieved by hand) levels of compaction are required or for large areas.

Grassing

All grassing shall be undertaken by sprigging, sodding, or seeding by hand.

Stone pitching and rubble concrete masonry

All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must be collected, loaded, off loaded and placed by hand.

Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.

Grout shall be mixed and placed by hand.

Manufactured Elements

Elements manufactured or supplied by the Contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320kg. Where the mass of an element exceeds 55 kg, consideration should be given to the size of the element relative to its total mass related to the number of workers who would be needed to lift such mass

Annexure 2: OHS Specification





OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION FOR PREVENTATIVE AND DAY TO DAY MAINTENANCE SERVICES

GENERIC GUIDELINES Building, Civil, Electrical and Mechanical Services

MANAGED BY: STATUTORY COMPLIANCE

17

TABLE OF CONTENT

1. Preamble.....	3
2. Scope of health & safety specification document.....	4
3. Purpose	4
4. Definitions.....	5
5. Occupational health & safety management.....	6
5.1 Communication, participation & consultation.....	6
6. Interpretation.....	6
7. Responsibilities of Contractor.....	6
8. Scope of work.....	7
9. Preparing Health & Safety Plan.....	7
10. Health & Safety File.....	8
11. OHS Goals & Objective & Arrangements for Monitoring & Reviewing OHS Performance...9	
11.1 Identification of Hazards & development of Risk Assessment, Standard working Procedures (SWP) & Method Statement.....	9
11.1.1. Monthly audit by client and/or its agent.....	9
11.1.2 Health & Safety incident/accident reporting and investigation.....	10
12. Review.....	12
12.1 Site Rules & other Restrictions.....	12
12.1.1 Duties and functions of the Health & Safety Reps.....	12
12.1.2 Establishment of Health & Safety Committee.....	13
12.1.3 Training & Awareness.....	13
13. Project Site Specific Requirements.....	14
14. Outlined Data References & information on Certain & Specific Obligatory Requirements to ensure compliance.....	15
15. The Contractor's General duties.....	19
16. The Contractor's Specific Duties.....	20
17. The Contractor Specific Responsibilities with regard to hazardous activities.....	20
18. General Notes to the Contractor.....	21
19. House Keeping.....	22
20. Minimum Requirements to be kept by the contractor.....	22
21. Lock out system.....	24
22. Important Lists to be kept and records.....	24
Important contact details.....	26



NORTH WEST PROVINCIAL LEGISLATURE

Section 37(2) agreements.....	27
Details of contractor.....	29
Details of contract (work to be executed).....	29
Supervision by the Nwpl.....	29
Details of NWPL facility manager.....	29
Supervision by contractor.....	29
Details of contractor's supervisor.....	29
Details of contractor's health and safety representatives.....	29

17

1. PREAMBLE

In terms of the Occupational Health and Safety Act and Regulations, (Act 85 of 1993), the NWPL, as the Client shall be responsible to prepare Health & Safety Specifications for any intended project and provide any Contractor who is making a bid or appointed to perform any work for the Client (NWPL).

This 'Health and Safety Specifications' document is governed by the "Occupational Health and Safety Act, (Act No. 85 of 1993), hereinafter referred to as 'The Act'. Notwithstanding this, cognizance should be taken of the fact that no single Act or its set of Regulations can be read in isolation.

Due to wide and different scope of any work on any project, every activity will be different, and circumstances and conditions may change even on a daily basis. Therefore, due caution is to be taken by the Contractor when drafting the Health and Safety Plan based on these Health and Safety Specifications. Prior to drafting the Health and Safety Plan, and in consideration of the information contained here-in, the contractor shall set up a Risk Assessment Program to identify and determine the scope and details of any risk associated with any hazard, in order to identify the steps needed to be taken to remove, reduce or control such hazard. *This Risk Assessment and the steps identified will be the basis or point of departure for the Health and Safety Plan.* The Health and Safety Plan shall include documented 'Methods of Statement' detailing the key activities to be performed in order to reduce as far as practicable, the hazards identified in the Risk Assessment.

In this a high premium is to be placed on the health and safety of the most valuable assets of the NWPL. These are its personnel, the personnel of its Clients and the physical assets of which it is the custodian and may also include the public as well. The responsibilities the NWPL and relevant stakeholders have toward its employees and other people present in the facilities or on the sites are captured further in this specification document. These responsibilities stem from both moral, civil and a variety of legal obligations. The Contractor is to take due cognisance of the above statement.

Every effort has been made to ensure that this specification document is accurate and adequate in all respects. Should it however, contain any errors or omissions they may not be considered as grounds for claims under the contract for additional reimbursement or extension of time, or relieve the Contractor from his responsibilities and accountability in respect of the project to which this specification document pertains. Any such inaccuracies, inconsistencies and/or inadequacies must immediately be brought to the attention of the NWPL.

2. SCOPE OF HEALTH AND SAFETY SPECIFICATION DOCUMENT

These Specifications should be read in conjunction with the Occupational Health and Safety and Regulations, Act 85 of 1993, including all other Regulations and Safety Standards which were or will

be promulgated under the Act or incorporated into the Act and be in force or come into force during the effective duration of the project. The stipulations in this specification, as well as those contained in all other documentation pertaining to the project, including contract documentation and technical specifications shall not be interpreted, in any way whatsoever, to countermand or nullify any stipulation of the Act, Regulations and Safety Standards which are promulgated under, or incorporated into the Act.

3. PURPOSE

The Department is obligated to implement measures to ensure the health and safety of all people and properties affected under its custodianship or contractual commitments, and is further obligated to monitor that these measures are structured and applied according to the requirements of these Health and Safety Specifications.

The purpose of this specification document is to provide the relevant Contractor with any information other than the standard conditions pertaining to construction sites which might affect the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; and to protect persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work during the carrying out of construction work for the Department of Public Works. The Contractor is to be briefed on the significant health and safety aspects of the project and to be provided with information and requirements on inter alia:

- a) Safety considerations affecting the site of the project and its environment;
- b) Health and safety aspects of the associated structures and equipment;
- c) submissions on health and safety matters required from the Contractor; and
- d) the Contractor's health & safety plan.

To serve to ensure that the Contractor is fully aware of what is expected from him/her with regard to the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Regulations made thereunder including the applicable safety standards, and in particular in terms of Section 6,7 and 8 of the construction regulation (2014).

To inform the Contractor that the Occupational Health and Safety Act, 1993 (Act 85 of 1993) in its entirety shall apply to the contract to which this specification document applies. The Construction Regulations promulgated on 07 February 2014.

- 4. DEFINITIONS** – All definitions in this document are explained or provided for in the Occupational Health and Safety Act and Preventative and Day to Day Maintenance Conditions of Contract.

Where contradictions are experienced, the definitions in the OHSA will take precedence.

5. OCCUPATIONAL HEALTH & SAFETY MANAGEMENT

5.1 *Communication, Participation & Consultation*

5.1.1 Occupational Health & Safety matters/issues shall be communicated between the client, the Contractor, the Designer and other concerned parties shall be through the H&S Committee or other means determined by the client.

5.1.2 Consultation with the workforce on OHS matters will be through their Supervisors and H&S Representatives ('SHE – Reps')

5.1.3 The Contractor will be responsible for the dissemination of all relevant OHS information to all involved, e.g. design changes agreed with the Client.

6. INTERPRETATION

- a) The Occupational Health and Safety Act and all its Regulations, distinguish between the roles, responsibilities and functions of employers and employees respectively. It views consultants and contractors as employees of the "owner" of a construction or operational project, the "owner" being regarded as the employer.
- b) The Contractor has to take full responsibility for the health and safety on the site of the relevant project / contract. This includes monitoring health and safety conditions and overseeing administrative measures required by the Act.

7. RESPONSIBILITIES OF THE CONTRACTOR.

- a) The Contractor shall accept the appointment under the terms and Conditions of Contract. The Contractor shall sign and agree to those terms and conditions and shall, before commencing work;
- b) The Contractor shall ensure that he is fully conversant with the requirements of this Specification and all relevant health and safety legislation.
- c) The Contractor will in no manner or means be absolved from the responsibility to comply with all applicable sections of the Act and the Regulations proclaimed under the Act or which may perceivable be applicable to this contract.

- d) The Contractor shall provide and demonstrate to the Client a suitable and sufficiently documented health and safety plan based on this Specification,
- e) The Contractor shall provide proof of his registration and good standing with the Compensation Fund or with a licensed compensation insurer prior to commencement with the works.
- f) The Contractor shall consistently demonstrate his competence and the adequacy of his resources to perform the duties imposed on him by the client in terms of this Specification and the Act.

8. SCOPE OF WORK

These specifications are applicable to the specific scope of work pertaining to the above-mentioned project as detailed in the contract documents, this amongst all includes and not limited for example, to:

- Maintenance of building and horticulture works;
- Maintenance of electrical and or Mechanical machineries
- Construction, erecting, alteration, renovations, refurbishment, repairs, demolishing or dismantling of building and structures.

9. PREPARING A HEALTH & SAFETY PLAN

- (a) The level of detail required for a H&S plan will depend on how complexity of the project and the risks involved in the work. The plan must be easily accessible in a construction site and it must be clearly understood by management, supervisors & workers.
- (b) The plan must be implemented, maintained and kept up to date during the project execution.
- (c) The contractor should prepare a H&S plan that includes
 - project information;
 - client requirements for H&S management on the project;
- (d) The H&S plan should include the following information:
 - Details of the client, that is the person commissioning the work, for example their name, representative and contact details;
 - Details of the project, for example address of the workplace, anticipated start and end date and a brief description of the type of work that the H&S plan will cover;

- Details on how to manage the risks associated with falls, falling objects, moving plant, electrical / mechanical / building work and all high risk work in the project, as per the scope of work.
- (e) The H&S plan should also include information on:
- the provision and maintenance of a hazardous chemicals register, safety data sheets and hazardous chemicals storage;
 - the safe use and storage of plant;
 - obtaining and providing essential services information – electrical, gas, telecom, water and similar services;
 - ensuring workers have appropriate licences and training to undertake the construction work.
- (f) The H&S plan must contain:
- a general description of the type of work activities involved in the project
 - the project program or schedule details, including start and finish dates, showing principal activities;

10. HEALTH AND SAFETY FILE

- a) The contractor is responsible for producing an H&S file. It contains important project H&S information for use by the owner of the completed structure after construction has been completed. It is essential that the process of compiling the file commences as early as possible to ensure sufficient time to gather the required information.
- b) The Contractor must, keep a Health & Safety File on site at all times that must include all documentation required in terms of the Act and Regulations and must also include a list of all Contractors on site that are accountable to the Contractor and the agreements between the parties and details of work being done. A more detailed list of documents and other legal requirements that must be kept in the Health & Safety File.
- c) The Health and Safety File will remain the property of the Client throughout the project work and shall be consolidated and handed over to the Client.

11. OH&S GOALS AND OBJECTIVES AND ARRANGEMENTS FOR MONITORING AND REVIEWING OH&S PERFORMANCE

The Contractor is required to maintain an acceptable disabling incident frequency rate (DIFR) and report on this to the Client on a continuous basis.

11.1 Identification of hazards and development of risk assessments, standard working procedures (SWP) and method statements

The Contractor is required to develop Risk Assessments, Standard Working Procedures (SWP) and Method Statements for each activity executed in the contract or project.

The identification of hazards is over and above the hazards identification programme and those hazards identified during the drafting of the Health and Safety Plan.

11.1.1 Safety Audit by the NWPL.

The NWPL (Client) will be conducting Periodic Audits ensure to compliance with Occupational Health and Safety Act and Regulation (Act 85 of 1993) and to ensure that the Contractor is adhering to, implemented and is maintaining the agreed and approved OH&S Plan.

- a) A representative of the Contractor and the relevant Health and Safety Representative(s) (SHE-Reps) must accompany the Client on all Audits and Inspections and may conduct their own audit/inspection at the same time. Each party will, however, take responsibility for the results of his/her own audit/inspection results. The Client may require to be handed a copy of the minutes of the previous Health and Safety Committee meeting reflecting possible recommendations made by that committee to the Employer for reference purposes.

11.1.2 Health & Safety incident/accident reporting & investigations

- a) The Contractor shall report all incidents where an employee is injured on duty to the extent that he/she:
 - i. dies
 - ii. becomes unconscious
 - iii. loses a limb or part of a limb
 - iv. is injured or becomes ill to such a degree that he/she is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed

OR where:

- i. a major incident occurred
 - ii. the health or safety of any person was endangered
 - iii. where a dangerous substance was spilled
 - iv. the uncontrolled release of any substance under pressure took place
 - v. machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
 - vi. Machinery ran out of control, to the Provincial Director of the Department of Labour within seven days and at the same time to the Client and/or its Agent on its behalf.
- b) The Contractor is required to provide the NDPW with copies of all statutory reports required in terms of the Act and the Regulations.
 - c) The Contractor is required to provide the NDPW with a monthly "SHE Risk Management Report".

- d) The Contractor is required to provide a.s.a.p. the NDPW with copies of all internal and external accident/incident investigation reports.

The Contractor is responsible to oversee the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to receive first aid or be referred for medical treatment by a doctor, hospital or clinic. (General Administrative Regulation 9)

- (a) The results of the investigation to be entered into the Accident/Incident Register listed above. (General Administrative Regulation 9)

- (b) The Contractor is responsible for the investigation of all non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar incidents in future.

- (c) The Contractor is responsible for the investigation of all accidents relating to site operations and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

- (d) Notwithstanding the requirements of Section 24 of the Act, ALL incidents shall be investigated and reported on in writing, irrespective of whether such incident gave rise to injury or damage.

- Determine the underlying H&S deficiencies and other contributory factors
- Identification of corrective/preventative actions and continual improvement
- Communicating the outcome/results and documenting the events of the investigation.
-

(e) **Reporting Of Near-Misses**

- The NWPL views the reporting of near misses as a critical component in creating a positive health and safety awareness culture on site.
- NWPL retains the right to enforce the reporting of near misses within 24 hours of occurrence.

12. Review

The Contractor is to review the Hazard Identification, Risk Assessments and Standard Work Processes at each Planning and Progress Report meetings as the work develops and progresses, and each time changes are made to the designs, plans and work methods and processes.

The Contractor must provide the NWPL and all other concerned parties with copies of any changes, alterations or amendments as contemplated in the above paragraph.

12.1 Site Rules and other Restrictions

a) OHS rules

The Contractor must develop a set of site-specific OHS rules that will be applied to regulate the Health and Safety Plan and associated aspects of the project.

b) Security Arrangements

The Contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must include the rule that non-employees shall at all times be provided with fulltime supervision while on site. The Contractor must develop a set of Security rules and procedures and maintain these throughout the construction period.

The Contractor must appoint a competent person who must develop contingency plans for any emergency that may arise on site as indicated by the risk assessments.

12.1.1 Duties and Functions of the H&S Representatives

- The Contractor must ensure that the designated H&S Representatives conduct at least a weekly inspection of their respective areas of responsibility using a checklist developed by the Contractor.
- The report must be consolidated and submitted to the Health & Safety Committee.
- H&S Representatives must form part of the incident/accident investigating team.

12.1.2 Establishment of H&S Committee(s)

- The Contractor must establish H&S Committees consisting of designated H&S Representatives together with a number of Employers Representatives appointed as per Section 19(3) that are not allowed to exceed the number of H&S Representatives on the committee.
- The persons nominated by the employer on a H&S Committee must be designated in writing for such period as may be determined by him. The H&S Committee shall co-opt advisory (temporary) members and determine the procedures of the meetings including the chairmanship.
- The H&S Committee must meet minimum monthly and consider, at least, an agreed Agenda for the first meeting. Thereafter the H&S Committee shall determine its own procedures.

12.1.3 Training & Awareness

The contents and syllabi of all training required by the Act and Regulations including any other related or relevant training as required must be included in the Contractor's Health and Safety Plan and Health and Safety File.



a) Training & Induction

All employees performing work or task on site that potentially impact on H&S must be competent & have the necessary appropriate education, training & experience.

All the training must be closely aligned with the risk profile of the project; procedures must be put in place to ensure that all workers are aware of the consequences of their work activities & benefits of improved H&S performance; moreover all employees on site must be in possession of proof of General Induction training.

13. PROJECT/SITE SPECIFIC REQUIREMENTS

The following is a list of specific activities and considerations that have been identified for the project and site and for which Risk Assessments, Standard Working Procedures (SWP), management and control measures and Method Statements (where necessary) have to be developed by the Contractor:

- a) Clearing & grubbing the area/site
- b) Site establishment
- c) Dealing with existing structures
- d) Location of existing services
- e) Protection against heat exhaustion, dehydration, wet & cold conditions
- f) Use of portable electrical & explosive tools
- g) Mechanical works**
 - Boilers, Incinerators, welding works, Lifts, air-conditioning, geysers, heaters etc.
- h) Electrical Works**
 - Wiring, Standby generators, transformers, bulb changing, etc.
- i) Any on **Plants**
 - Sewage plants, Water reticulation plants
- j) Building Works**
 - Roofing work, ceiling, carpeting, painting, tiling, plumbing, carpentry, partitioning, etc.
- L) Civil Works**
 - Parking areas, Roads pavings, speed humps construction



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

Administrative & Legal Requirements

OHS Act Section/ Regulation	Subject	Requirements
General Admin. Regulation 4	Copy of OH&S Act (Act 85 of 1993)	<ul style="list-style-type: none"> Updated copy of Act & Regulations on site. Readily available for perusal by employees.
COLD Act Section 80	Registration with Compensation Insurer.	<ul style="list-style-type: none"> Written proof of registration/Letter of good standing available on Site
Section 8(2)(d)	Hazard Identification & Risk Assessment	<ul style="list-style-type: none"> Hazard Identification carried out/Recorded Risk Assessment and – Plan drawn up/Updated RA Plan available on Site Employees/Sub-Contractors informed/trained.
Construction. Regulation 6(1)	Designation of Person Responsible on Site	<ul style="list-style-type: none"> Competent person appointed in writing as Construction Supervisor with job description.
Construction. Regulation 6(2)	Designation of Assistant for above	<ul style="list-style-type: none"> Competent person appointed in writing as Assistant Construction Supervisor with job description.
Section 19 & 20 General Administrative Regulations 5	Health & Safety Committee/s	<ul style="list-style-type: none"> H&S Committee/s established. All H&S Reps shall be members of H&S Committees Additional members are appointed in writing. Meetings held monthly, Minutes kept. Actioned by Management.

L.I.

Section 37(1) & (2)	Agreement with Mandatories/	<ul style="list-style-type: none"> • Written agreement with (Sub-)Contractors • Proof of Registration with Compensation Insurer/Letter of Good Standing • Construction Supervisor designated • Written arrangements re. • Written arrangements re. First Aid.
General Admin. Regulation 8 COLD Act Sect. 38, 39 & 41	Reporting of Incidents (Dept. of Labour)	<ul style="list-style-type: none"> • Incident Reporting Procedure displayed. • All incidents in terms of Sect. 24 reported to the Provincial Director, Department of Labour, within 3 days. (Annexure 1)(WCL 1 or 2) and to the Client and/or its Agent on its behalf • Cases of Occupational Disease Reported • Copies of Reports available on Site • Record of First Aid injuries kept.
General Admin. Regulation 9	Investigation and Recording of Incidents	<ul style="list-style-type: none"> • All injuries which resulted in the person receiving medical treatment other than first aid, recorded and investigated by investigator designated in writing. • Copies of Reports (Annexure 1) available on Site • Tabled at H&S Committee meeting • Action taken by Site Management.
Construction. Regulation 10	Fall Prevention & Protection	<ul style="list-style-type: none"> • Competent person appointed to draw up the Fall Protection Plan • Proof of appointees competence available on Site • Risk Assessment carried out for work at heights • Fall Protection Plan drawn up/updated • Available on Site
Hazardous Chemical Substances Regulation 9A	Material Safety Data Sheet (MSDS)	<ul style="list-style-type: none"> • Provide a MSDS in s form of Annexure 8 for every hazardous chemical substance used / intend to use. • Provide information and training for all exposed employees

27

Driven Machinery Regulations 18 & 19	Cranes & Lifting Machines Equipment	<ul style="list-style-type: none"> Competent person appointed in writing to inspect Cranes, Lifting Machines & Equipment Written Proof of Competence of above appointee available on Site. Cranes & Lifting tackle identified/numbered Register kept for Lifting Tackle Log Book kept for each individual Crane Inspection: - All cranes - daily by operator <ul style="list-style-type: none"> - Tower Crane/s - after erection/6monthly - Other cranes - annually by comp. person - Lifting tackle(slings/ropes/chain slings etc.) - daily or before every new application
General Safety Regulation 8(1)(a)	Designation of Stacking & Storage Supervisor.	<ul style="list-style-type: none"> Competent Person/s with specific knowledge and experience designated to supervise all Stacking & Storage Written Proof of Competence of above appointee available on Site
Environmental Regulation 9	Designation of a Person to Co-ordinate Emergency Planning And Fire Protection	<ul style="list-style-type: none"> Person/s with specific knowledge and experience designated to co-ordinate emergency contingency planning and execution and fire prevention measures Emergency Evacuation Plan developed: Drilled/Practiced Plan & Records of Drills/Practices available on Site Fire Risk Assessment carried out All Fire Extinguishing Equipment identified and on register. Inspected weekly. Inspection Register kept Serviced annually

--	--	--

IT

General Safety Regulation 3	First Aid	<ul style="list-style-type: none"> • Every workplace provided with sufficient number of First Aid boxes. (Required where 5 persons or more are employed) • First Aid freely available • Equipment as per the list in the OH&S Act. • One qualified First Aider appointed for every 50 employees. (Required where more than 10 persons are employed) • List of First Aid Officials and Certificates • Name of person/s in charge of First Aid box/es displayed. • Location of First Aid box/es clearly indicated. • Signs instructing employees to report all • Injuries/illness including first aid injuries
General Safety Regulation 2	Personal Safety Equipment (PSE)	<ul style="list-style-type: none"> • PSE Risk Assessment carried out • Items of PSE prescribed/use enforced • Records of Issue kept • Undertaking by Employee to use/wear PSE • PSE remain property of Employer, not to be removed from premises • GSR 2(4)
General Safety Regulation 9	Inspection & Use of Welding/Flame Cutting Equipment	<ul style="list-style-type: none"> • Competent Person/s with specific knowledge and experience designated to Inspect Electric Arc, Gas Welding and Flame Cutting Equipment • Written Proof of Competence of above appointee available on Site • All new vessels checked for leaks, leaking vessels NOT taken into stock but returned to supplier immediately • Equipment identified/numbered and entered into a register • Equipment inspected weekly. Inspection Register kept • Separate, purpose made storage available for full and empty vessels.
General Safety Regulation 13A	Inspection of Ladders	<ul style="list-style-type: none"> • Competent person appointed in writing to inspect Ladders • Ladders inspected at arrival on site and weekly thereafter. Inspections register kept • Application of the types of ladders (wooden, aluminium etc.) regulated by training and inspections and noted in register.

27

15. THE CONTRACTOR'S GENERAL DUTIES

- The Contractor shall at all times ensure his status of an "employer" as referred to in the Act, and will abide by his/her responsibilities, duties and functions as per the requirements of the Act and Regulations with specific reference to Section 8 of the Act.
- The Contractor shall keep, and on demand make available, a copy of the Act on site at all times and in addition to that he/she will introduce and maintain a file titled "Health and Safety File", or other record in permanent form, which shall contain all relevant aspects and information as contemplated in the Construction Regulations. He/she will make this file available to the NWPL representative whenever necessary or on request to an interested party.
- The project under control of the Contractor shall be subject to periodic health and safety audits that will be conducted by the NWPL at intervals agreed upon between the Contractor and the NWPL, provided such intervals will not exceed periods of one month.
- The Contractor is to ensure that he/she and all persons under his control on the construction site shall adhere to the above specifications.
- The Contractor should note that he/she shall be held liable for any anomalies including costs and resulting deficiencies due to delays caused by non-conformance and/or non-compliance to the above Health and Safety Specifications and the Health and Safety Plan based on these specifications.

16. THE CONTRACTOR'S SPECIFIC DUTIES

The Contractor's specific duties in terms of these specifications are detailed in the Occupational Health and Safety Act and Regulations (Act 85 of 1993), as the employer.

17. THE CONTRACTOR'S SPECIFIC RESPONSIBILITIES WITH REGARD TO HAZARDOUS ACTIVITIES

The following examples of activities are identifiable as hazardous in terms of the Construction Regulations. The contractor shall execute the activities in accordance with the following the Occupational Health and Safety Act and Regulations (Act 85 of 1993) and other applicable regulations of the Act, including relevant SANS codes;

- Fall protection
- Structures
- Excavation work
- Demolition work
- Scaffolding
- Water environments
- Housekeeping on construction sites

1.7

- Fire precautions on construction sites.

This list must not be taken to be exclusive or exhaustive! All of the above requirements will be read in conjunction with the relevant regulations and health and safety standards as required by the Act. All documents and records required by the Occupational Health and Safety Act and Regulations (Act 85 of 1993) will be kept in the Health and Safety File and will be made available at any time when required by the NWPL or his representative, or on request to an interested party.

18. GENERAL NOTES TO THE CONTRACTOR

Legal Framework: Part of legal obligations

The more important Acts and relevant subordinate/secondary legislation as well as other (inter alia Local Government) legislation that also apply to the State as well as to State owned buildings and premises: -

- a. The latest issue of SABS 0142: "Code of Practice for the Wiring of Premises"
- b. The Local Government Ordinance 1939 (Ordinance 17 of 1939) as amended and the municipal by-laws and any special requirements of the local supply authority
- c. The Fire Brigade Services Act 1987, Act 99 of 1987 as amended
- d. The National Building Regulations and Building Standards Act 1977 (Act 103 of 1977) as amended and relevant proclaimed Regulations (SABS 0400)
- e. The Post Office Act 1958 (Act 44 of 1958) as amended
- f. The Electricity Act 1984, Act 41 of 1984
- g. The Regulations of Local Gas Board(s), including Publications of the SABS Standards and Codes of Practice, with specific reference to GNR 17468 dated 4th October 1997
- h. Legislation pertaining to water usage and the environment
- i. Legislation governing the use of equipment, which may emit radiation (e.g. X-Rays etc.)
- j. Common Law

19. HOUSE KEEPING

In promotion of environmental control all waste, rubble, scrap etc., will be disposed of at a registered dump site and records will be maintained. Where it is found to be impractical to use a registered dump site or it is not available, the Contractor will ensure that the matter is brought to record with the NWPL or his representative, after which suitable, acceptable alternatives will be sought and applied.

Dross and refuse from metals, and waste matters or by-products whose nature is such that they are poisonous or capable of fermentation, putrefaction or constituting a nuisance shall be treated or disposed of by methods approved of by an a certified institution.

NOTE: No Contractor / employer shall require or permit any person to work at night or after hours unless there is adequate, suitable artificial lighting including support services in respect of Health and Safety.

20. MINIMUM REQUIREMENTS (NOT EXHAUSTIVE) TO BE KEPT BY THE CONTRACTOR

a) Ablution facilities

The contractor shall make provision for adequate ablution facilities for his employees on site, unless provided for by the NWPL.

b) Smoking Areas

The NWPL is designated as non-smoking area.

c) Drinking Water Facilities

The provision of drinking water facilities shall be negotiated between the Contractor and the NWPL.

d) Equipment Compliance Certificates

Before equipment is brought on site valid certificates of compliance issued by a competent person shall be presented. The equipment includes but shall not be limited to:

- i. lifting equipment and lifting tackle
- ii. power driven machinery
- iii. electrical equipment
- iv. testing and monitoring equipment

e) Barricading

All barricading shall be of the rigid type unless the use of non-rigid barricading (e.g. plastic danger tape) has been approved in writing by the NWPL. The contractors' barricading standard shall be included in the Health and Safety Plan. Where more than one contractor is working on a site, the fixed barricading shall be clearly marked with the company's name, site contact person as well as the contact number/s.

f) Erection of Structures for Logistic Support

The NWPL shall approve all structures erected for logistical support by the contractor. These structures include fences, workshops, tool sheds, offices, ablution facilities, etc.

g) Fall Arrest and Prevention Equipment

Approved fall prevention equipment shall be used at heights of less than 2.0 metres. Above heights of 2.0 metres fall prevention equipment shall include fall arrest. Equipment. Users of fall arrest

equipment shall, amongst other things be trained in what an appropriate load bearing point is for connecting fall prevention equipment.

Any deviation from this requirement shall be negotiated and agreed with the NDPW in writing.

h) Hazardous Chemical Substances Waste Removal

The contractor shall provide adequately marked and sealable containers to transport all hazardous chemical waste from the source to the approved Works disposal point.

i) Personal Protective Equipment (PPE)

Personal protective equipment issued shall be specific to the risks associated with the work to be performed and specific to conditions on site and shall comply with South African National Standards (SANS) or similar.

21. LOCKOUT SYSTEMS

A system of control shall be established in order that no unauthorized person can energize a circuit, open a valve, or activate a machine on which people are working or doing maintenance, even if equipment, plant or machinery is out of commission for any period, thus eliminating injuries and damage to people and equipment as far as is reasonably practicable.

Physical/mechanical lock-out systems shall be part of the safety system and included in training. Lockouts shall be tagged and the system tested before commencing with any work or repairs.

22. IMPORTANT LISTS AND RECORDS TO BE KEPT

The following are lists of several records that are to be kept in the Health and Safety File;

a) Contractor Risk Assessment Process

The risk assessment process shall include:

- an evaluation of the method of the work to be conducted
- the method statement on the procedure to be followed in performing the task shall be developed
- the risk assessment will also include activities like:
 - i. Transportation of passengers and goods to and from site
 - ii. Physical and mental capabilities of employees
 - iii. Others as may be specified.
- a review plan for risk assessments shall provide for:
 - i. the quarterly review of all applicable risk assessments
 - ii. the review of an assessment if there is reason to believe that the previous assessment is no longer valid, or there has been a change in a process, work methods, equipment or procedures and working conditions

- iii. Risk assessment/s to be reviewed if the outcome of incident investigations and audits etc. requires such action.

A pre - task risk assessment shall be conducted in writing on every task and be facilitated by the team leader. All risk assessments and pre-task risk assessments shall be filed and be available on site.

b) Risk Profile

All contractors shall submit a risk profile of the work to be conducted with their Health and Safety Plan.

c) Risk Based Inspection Program

The inspection programme shall be risk based. The inspection plan shall form part of the Health and Safety Plan.

d) List of Statutory appointments

e) List of record keeping responsibilities Inspection checklist

IMPORTANT CONTACT DETIALS

(FOR HEALTH & SAFETY ASPECTS ONLY)

The contractor is to add all the important contact information about essentials services, support and assistance.



SERVICE

NUMBER

CONTACT PERSON

Hospital



Ambulance



Water

Electricity



Police



Fire Brigade



Engineer

ADD OTHER IMPORTANT HEALTH & SAFETY CONTACT DETAILS AS MAY BE FOUND NECESSARY.

Handwritten signature/initials.

SECTION 37(2) AGREEMENTS

CONCLUDED BETWEEN

NORTH WEST PROVINCIAL LEGISLATURE

(Hereinafter referred to as North West Provincial Legislature)

AND

.....
(Name of contractor/supplier)

I, [*(name)*] representing
..... [*Insert name of contractor/supplier*], do
hereby acknowledge that [*insert name of*
contractor/supplier] is an employer in his/her own right, with duties as prescribed in the Occupational
Health and Safety Act No. 85 of 1993 ("the Act"), as amended, and agree to ensure that all work will
be performed and/or machinery or plant used in accordance with the provisions of the Act.

I undertake that [*insert name of contractor/supplier*] shall
strictly adhere to, and ensure that his/her employees adhere to, the provisions of the Occupational
Health and Safety Act, 1993 (Act 85 of 1993).

I have been provided with SHE specifications for project/service [*insert*
brief details of project/service, for example, name, contract/project number]
..... and will comply with the requirements set out in these.

I accept and agree that the SHE specifications constitute arrangements and procedures between
..... [*Insert name of contractor/supplier*] and NWPL,
which will ensure compliance by [*Insert name of*
contractor/supplier] with the provisions of the Act, as contemplated in section 37(2) of the Act.

This agreement constitutes the sole agreement between the parties, and no variation, modification, or waiver of any of the provisions of this agreement or consent to any departure from these shall, in any manner, be of any force or effect, unless confirmed in writing and signed by both parties, and such variation, modification, waiver, or consent shall be effective only in the specific instance and for the specific purpose and to the extent for which it was made or given.

This agreement is signed on behalf of the parties, each signatory to this warranting that he/she has the requisite authority to do so.

Signed this day of 20 at

..... (Place)

(Full name)..... (Signature) on

Behalf of (Supplier/contractor)

Contractor Responsible Manager (responsible for signing the North West Provincial Legislatures' contract on behalf of the contractor)

Witnesses

1.

2.

Signed this day of 20

At (Place)



(Full name)..... (Signature).....on

On behalf of **NORTH WEST PROVINCIAL LEGISLATURE (NPWL).**
(North West Provincial Legislature representative)

Witnesses

1.
2.

17/8/17

DETAILS OF CONTRACTOR:

Name and Surname

Tel No. and Cell No.

Fax No.

DETAILS OF CONTRACT (WORK TO BE EXECUTED):

Description

Ref. No. (Invoice / Order No.).

Start Date

SUPERVISION BY THE NORTH WEST PROVINCIAL LEGISLATURE:

DETAILS OF NWPL REPRESENTATIVE:

Name and Surname **Mononotshi Mongwaketsi**

Tel No. and Cell No. 018 392 7000 / 066 245 9435

Fax No. N/A

187

SUPERVISION BY CONTRACTOR:

DETAILS OF CONTRACTOR'S SUPERVISOR:

Name and Surname

Tel No. and Cell No.

Fax No.

**DETAILS OF CONTRACTOR'S HEALTH AND SAFETY
REPRESENTATIVES:**

Name and Surname

Tel No. and Cell No.

Fax No.

1.7
8

Part C4: Site Information

Handwritten signature or initials in the bottom right corner of the page.

C4 Site Information

Handwritten signature or initials.

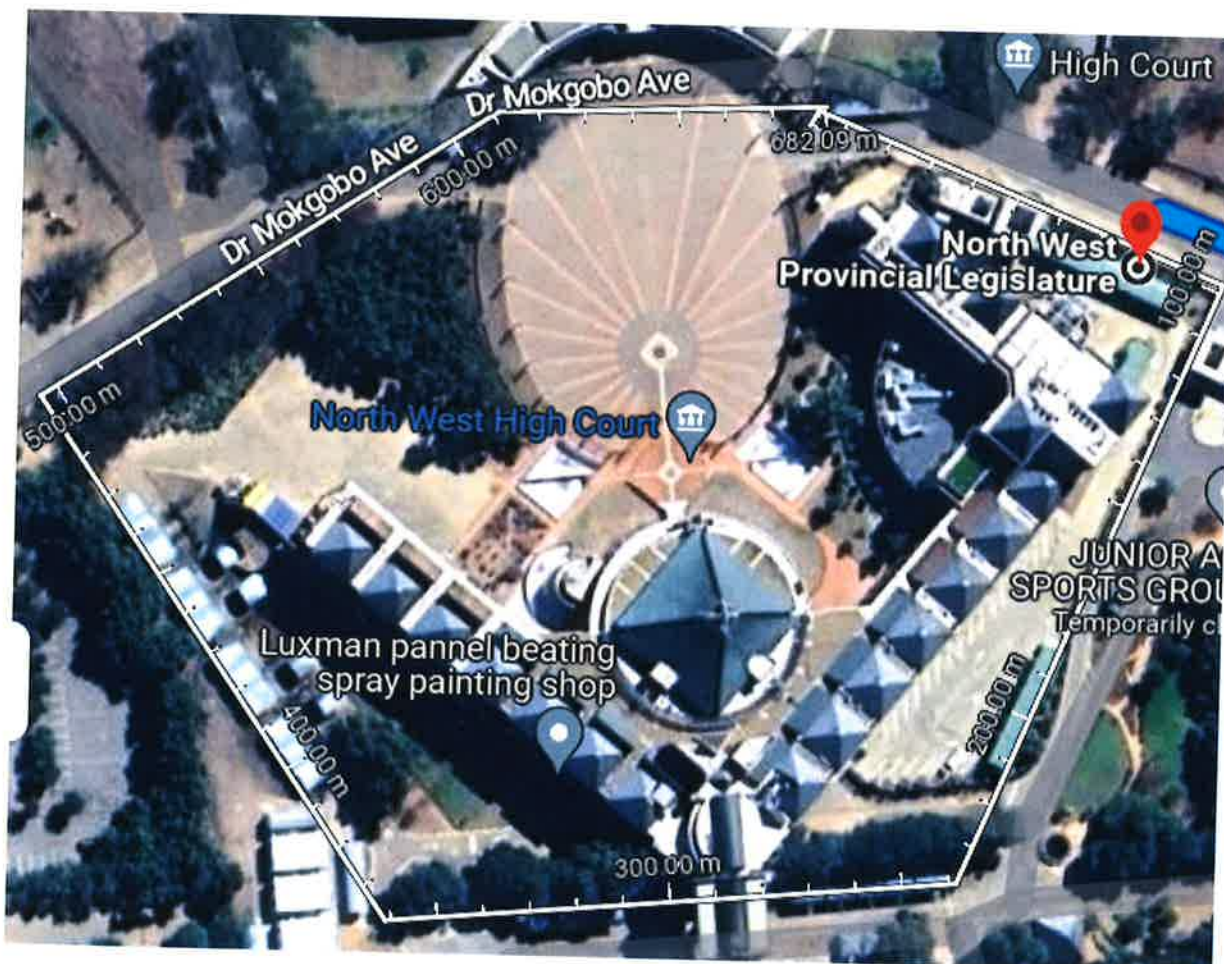
PG-03.2 SITE INFORMATION – JBCC 2000 PRINCIPAL BUILDING AGREEMENT (edition 4.1 of March 2005)

Project title:	APPOINTMENT OF AN EXPERIENCED AND COMPETENT SERVICE PROVIDER TO BID FOR THE REPLACEMENT OF THE EXISTING INDOOR 600KVA STANDBY GENERATOR WITH AN INDOOR 800KVA STANDBY GENERATOR		
Tender no:	NWPL 01/23/24	Reference no:	NWPL 01/23/24

C4 Site Information

The site is situated at North West Provincial Legislature, New Parliament Building, Dr James Moroka Drive Mmabatho, 2735

LOCATION PLAN



Handwritten signature/initials



NORTH WEST PROVINCIAL LEGISLATURE

C4.2 WORK AREA

Employer shall make available a work site , free of charge, to the Contractor for the duration of the Contract. The location of the site will be pointed out by the Supervisor during the site clarification meeting. The Contractor shall submit a site layout plan indicating the proposed working areas, storage, stock piling area, amongst others before for approval by the Principal Agent before establishing on site.

C4.3 ACCESS

The site is accessible will be confirmed by the Principal Agent.

GENERAL

Geotechnical report

The Contractor is referred to the geotechnical investigation which is available, for information regarding the soil condition, hydrographic, hydrological data and mapping of the site.

Existing services

The Contractor will be referred to the Land Surveyor's drawings for information pertaining to services on the Site.

Restrictions on site

Whilst there are no known restriction on site , the Contractor is to seek confirmation from the Project Manager before any site establishment.