ROBBEN ISLAND MUSEUM

RIM EST 04-2018/2019

THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, INSTALL AND COMMISSION A STANDBY GENERATOR AT NELSON MANDELA GATEWAY BUILDING, V & A WATERFRONT FOR ROBBEN ISLAND MUSEUM.

Ms. PN Madikane

Unit Manager: Supply Chain Management

5 October 2018.

Signature: ........................................
CHECKLIST OF COMPULSORY RETURNABLE SCHEDULES AND DOCUMENTS

Please adhere to the following instructions

- Tick in the relevant block below, the documents and schedules that form part of your response.
- Ensure that the following documents are completed and signed where applicable:
- Use the prescribed sequence in attaching the annexes that bidder may be disqualified on the basis of non-compliance/non-responsiveness.

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
<th>THE BID / REQUEST FOR QUOTATION RETURNABLE SCHEDULE OR DOCUMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Checklist of Compulsory Returnable Schedules and Documents</td>
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<tr>
<td></td>
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<td>Instruction to BIDDERS (signed)</td>
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<tr>
<td></td>
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<td>Proposal Document</td>
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<td></td>
<td></td>
<td><strong>SBD 1:</strong> Invitation to Bid (completed &amp; signed)</td>
</tr>
<tr>
<td></td>
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<td><strong>SBD 2:</strong> Tax Clearance Status (registered on the Central Supplier Database)</td>
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<td><strong>SBD 3.3</strong> Pricing Schedule (completed &amp; signed)</td>
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<td></td>
<td><strong>SBD 4:</strong> Declaration of Interest (completed &amp; signed)</td>
</tr>
<tr>
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<td></td>
<td><strong>SBD 6.1:</strong> Preference Claim Forms in terms of Preferential Procurement Regulations AND accredited and Valid <strong>B BBEE</strong> certificate. <strong>SBD 6.1</strong> must be completed when claiming for <strong>B BBEE</strong> points. (completed &amp; signed)</td>
</tr>
<tr>
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<td></td>
<td><strong>SBD 8:</strong> Declaration of Bidder’s Past Supply Chain Practices (completed &amp;signed)</td>
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<td><strong>SBD 9:</strong> Certificate of Independent Bid Determination (completed &amp;signed)</td>
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<tr>
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<td></td>
<td>Terms of reference (Specification)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>General Conditions of Contract</td>
</tr>
</tbody>
</table>

RIM EST 04-2018 / 2019 CHECK LIST
INSTRUCTION TO TENDERERS

RIM EST 04-2018/2019

THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, INSTALL AND COMMISSION A STANDBY GENERATOR AT NELSON MANDELA GATEWAY BUILDING, V & A WATERFRONT FOR ROBBEN ISLAND MUSEUM.

1. INTRODUCTION

1.1 Robben Island Museum (RIM) invites all interested prospective service providers to submit proposals for the appointment of a service provider to supply, install and commission a standby generator at Nelson Mandela Gateway Building, V&A Waterfront for Robben Island Museum.

2. ALL TENDER CONDITIONS MUST BE STRICTLY ADHERED TO, FAILING WHICH, THIS TENDER SUBMISSION MAY BE DECLARED NON-RESPONSIVE.

2.1 This tender consists of these Instructions, the invitation to submit proposal/s for the appointment of a service provider to supply, install and commission a standby generator at Nelson Mandela Gateway Building, V&A Waterfront for Robben Island Museum.

2.2 Bidders are required to submit their tenders in a sealed envelope in which they have duly:
   (a) Completed all forms; and
   (b) Included all other necessary and/or desirable documents in support of their bids.

2.3 The complete tender document should be returned in its entirety, with each page initialled by the authorised signatory and a witness.

2.4 Any portion of the tender document not completed maybe interpreted as "not applicable" where appropriate.

2.5 Tenders must be properly received and deposited in the tender box on or before the closing date 5 November 2018 and before the closing time of 11H00 am at Robben Island Museum, Nelson Mandela Gateway Building, V & A Waterfront, Cape Town.

2.6 RIM reserves:
   (a) The right to accept the whole tender or part of a tender or any item or part of any item or accept more than one tender (in the event of a number of items being offered);
   (b) The right not to accept the lowest or any tender;
3. RIM shall not consider tenders, which are received after the closing date and time for such a tender.

4. RIM will not be held responsible for any expenses incurred by bidders in preparing and submitting tenders.

5. RIM may, after the closing date, request additional information or clarification of bidders in writing.

7. A bidder may request in writing and, after the closing date, that his/her tender be withdrawn and which withdrawal will be permitted or refused in the sole discretion of RIM after consideration of the reasons for the withdrawal, which shall be set out by the bidder in the written request for withdrawal.

8. RIM's representative for the purpose of this tender shall be:
   (a) Ms. L Penicela at telephone 021 409 5100 in respect of matters relating to the Terms of Reference; and
   (b) Enquiries pertaining to the completion of the tender documents can be addressed to Ms. P. Madikane at telephone (021) 413-4265/14.

9. Joint Ventures/Consortiums

9.1 In the case of Joint Ventures/Consortiums, a copy of the Joint Venture agreement must be submitted with the tender document.

10. Validity Period

10.1 Any tender submitted shall remain valid, irrevocable and open for written acceptance by RIM for a period of ninety (90) days from the closing date.

11. Bidders must be registered on the Central Supplier Database (CSD).

11.1 RIM shall reject a bid from an entity whose tax matters have not been declared by the South African Revenue Service (SARS) to be in order.

11.2 If bidders are not registered yet on the CSD, they must follow the following link https://secure.csd.gov.za/Account/Register in order to register.

11.3 It is the responsibility of the successful bidder/s to ensure that that the tax matters with SARS are in order.

11.4 Each party to a joint venture / consortium / partnership must comply with all of the above.
12. B-BBEE

12.1 Each bidder must submit a certificate issued by an accredited B-BBEE verification agency or an affidavit, indicating its B-BBEE rating in terms of the relevant B-BBEE scorecard.

12.2 For Consortiums / Joint Ventures / or Sub-contracting arrangements, the bidder must also submit a combined B-BBEE certificate issued by an accredited B-BBEE verification agency.

13. Due Diligence of bidder

13.1 RIM reserves the right to conduct a due diligence investigation prior to the final award of the contract or at any time during the contract.

14. Inducements, rewards, gifts and other abuses of the Supply Chain Management System is prohibited, and:

(a) No person who is a provider or prospective provider of goods or services, or a recipient or prospective recipient of goods disposed or to be disposed of may directly or indirectly, through a representative or intermediary promise, offer or grant;

(i) Any inducement or reward to RIM for or in connection with the award of a contract; or

(ii) Any reward, gift, favour or hospitality to any official or any other role player involved in the implementation of the supply chain management policy;

(b) No person who is a provider or prospective provider of goods or services, or a recipient or prospective recipient of goods disposed or to be disposed of may directly or indirectly

(i) Influence or interfere with the work of any RIM official(s) involved in the tender process in order to inter alia:

(ii) Influence the process and/or outcome of a bid;

(iii) Incite breach of confidentiality and/or the offering of bribes;

(iv) Cause over and under invoicing;

(v) Influence the choice of procurement method or technical standards; and

(vi) Influence any RIM official(s) in any way which may secure an unfair advantage during or at any stage of the procurement process.

(d) Abuse of the RIM's supply chain management system is not permitted and may result in the tender being rejected, the cancellation of the contract, the
“blacklisting” of the bidder by RIM against participation in any future bid processes and any other remedy permitted in law.

15. Declarations and authorisation
15.1 Bidder are required to complete all declarations and authorisations in the schedules attached hereto, failing which the tender may be disqualified.

16. Alternative offers
16.1 Alternative offers may be considered, provided that an offer free of qualifications and strictly in accordance with the bid documents is also submitted. RIM shall not be bound to consider alternative tenders.

---

**EVALUATION CRITERIA**

1. Invalid Tenders
1.1 Tenders shall be endorsed and may be recorded as potentially invalid in the tender opening record by the RIM responsible official in the following instances:
   (i) if the tender is not sealed;
   (ii) if the tender is not completed in non-erasable ink;

2. Non-Responsive Tenders
2.1 Valid tenders will be declared non-responsive and eliminated from further evaluation if:
   (a) The bidder has been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act, 12 of 2004 or has been listed on National Treasury’s database as a person prohibited from doing business with the public sector;
   (b) The bidder has failed to complete and/or sign the required declarations and/or authorisations; and

3. Disqualified Tenders
3.1 The tender will be disqualified and eliminated from further evaluation if it fails to adhere to a written request (within the specified period set out in such request) to:
   (a) Comply with one or more of the provisions contained in the Instruction to bidders;
   (b) Comply with any other terms and conditions of the tender documentation after being called upon to do so;

4. Directions and Closing Date for Submission of Bids
INFORMATION ON COMPULSORY BRIEFING SESSION

Please note that Briefing Session and Site Visit is COMPULSORY

Compulsory Briefing Session and Site Visit will be held as follows:

Date:     Friday, 19 October 2018
Time:     11h00am
Venue:    Robben Island Museum, Nelson Mandela Gateway Building at Auditorium

Robben Island,
South Africa
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE ROBBEN ISLAND MUSEUM

BID NUMBER: RIM EST 04-2018/2019 CLOSING DATE: 5 NOVEMBER 2018 CLOSING TIME: 11:00

DESCRIPTION: THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, INSTALL AND COMMISSION A STANDBY GENERATOR AT NELSON MANDELA GATEWAY BUILDING, V & A WATERFRONT FOR ROBBEN ISLAND MUSEUM

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

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

Robben Island Museum, Nelson Mandela Gateway
Tender Box
V & A Waterfront
Cape Town, 8002

SUPPLIER INFORMATION

<table>
<thead>
<tr>
<th>NAME OF BIDDER</th>
<th>POSTAL ADDRESS</th>
<th>STREET ADDRESS</th>
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<th>CODE</th>
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<th>VAT REGISTRATION NUMBER</th>
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TCS PIN: OR CSD No:

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<tr>
<th>B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE</th>
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<td>[TICK APPLICABLE BOX]</td>
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<td>Yes</td>
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<tr>
<th>IF YES, WHO WAS THE CERTIFICATE ISSUED BY?</th>
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<tbody>
<tr>
<td>AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)</td>
</tr>
<tr>
<td>A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)</td>
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<tr>
<td>A REGISTERED AUDITOR</td>
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<tr>
<th>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</th>
</tr>
</thead>
<tbody>
<tr>
<td>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? [IF YES ENCLOSE PROOF]</td>
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<tr>
<td>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? [IF YES ANSWER PART B:3 BELOW]</td>
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<td>Yes</td>
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<tr>
<th>SIGNATURE OF BIDDER</th>
<th>DATE</th>
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<tr>
<th>TOTAL NUMBER OF ITEMS OFFERED</th>
<th>TOTAL BID PRICE (ALL INCLUSIVE)</th>
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<tr>
<th>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</th>
<th>TECHNICAL INFORMATION MAY BE DIRECTED TO</th>
</tr>
</thead>
<tbody>
<tr>
<td>DEPARTMENT/PUBLIC ENTITY</td>
<td>Robben Island Museum</td>
</tr>
<tr>
<td>CONTACT PERSON</td>
<td>Mrs. P. Madikane</td>
</tr>
<tr>
<td>TELEPHONE NUMBER</td>
<td>021 413 4265</td>
</tr>
<tr>
<td>FACSIMILE NUMBER</td>
<td></td>
</tr>
<tr>
<td>E-MAIL ADDRESS</td>
<td><a href="mailto:PatM@Robben-Island.org.za">PatM@Robben-Island.org.za</a></td>
</tr>
</tbody>
</table>

CONTACT PERSON | Ms. L Penicela |
TELEPHONE NUMBER | 021 409 5100 |
FACSIMILE NUMBER |                                 |
E-MAIL ADDRESS | Lindap@Robben-Island.org.za |
# PART B

## TERMS AND CONDITIONS FOR BIDDING

<table>
<thead>
<tr>
<th>Section</th>
<th>Details</th>
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<tbody>
<tr>
<td>1.1</td>
<td><strong>BID SUBMISSION:</strong> BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</td>
</tr>
<tr>
<td>1.2</td>
<td><strong>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR ONLINE</strong></td>
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<tr>
<td>1.3</td>
<td><strong>BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/DIRECTORSHIP/MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES), B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</strong></td>
</tr>
<tr>
<td>1.4</td>
<td><strong>WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/DIRECTORSHIP/MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</strong></td>
</tr>
<tr>
<td>1.5</td>
<td><strong>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 LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</strong></td>
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## 2. TAX COMPLIANCE REQUIREMENTS

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<thead>
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<th>Section</th>
<th>Details</th>
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<tbody>
<tr>
<td>2.1</td>
<td><strong>BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</strong></td>
</tr>
<tr>
<td>2.2</td>
<td><strong>BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER’S PROFILE AND TAX STATUS.</strong></td>
</tr>
<tr>
<td>2.3</td>
<td><strong>APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a>.</strong></td>
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<tr>
<td>2.4</td>
<td><strong>BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</strong></td>
</tr>
<tr>
<td>2.5</td>
<td><strong>IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</strong></td>
</tr>
<tr>
<td>2.6</td>
<td><strong>WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</strong></td>
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## 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

<table>
<thead>
<tr>
<th>Question</th>
<th>Details</th>
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<tbody>
<tr>
<td>3.1</td>
<td><strong>IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</strong></td>
</tr>
<tr>
<td>3.2</td>
<td><strong>DOES THE BIDDER HAVE A BRANCH IN THE RSA?</strong></td>
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<tr>
<td>3.3</td>
<td><strong>DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</strong></td>
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<tr>
<td>3.4</td>
<td><strong>DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?</strong></td>
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*IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.*

**NB:** FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
PRICING SCHEDULE

NAME OF BIDDER: ............................................................ BID NO.: RIM EST 04-2018/2019
CLOSING TIME 11:00 CLOSING DATE: 5 NOVEMBER 2018

THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, COMMISSION, INSTALL AND MAINTAIN A STANDBY GENERATOR AT NELSON MANDELA GATEWAY BUILDING, V & A WATERFRONT FOR ROBBEN ISLAND MUSEUM.

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)</th>
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<tr>
<td>1.</td>
<td>The accompanying information must be used for the formulation of proposals.</td>
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**SCHEDULE OF TENDER PRICES**

Net Price For Standby Generator as specified R..........................

Net Price for Electrical Installation R..........................

SUB TOTAL R

ADD: 15% VAT R

TOTAL R

Price must be fixed and must include all costs.

This Schedule of Tender Prices, together with the Form of Tender and Schedule of Rates duly completed, shall be enclosed in a sealed envelope endorsed:

3. Price must include all applicable taxes and VAT and must be indicated in ZAR. Price must also include all costs as there will be no additional costs entertained.

Any enquiries regarding bidding procedures may be directed to the –

Ms. P Madikane
SUPPLY CHAIN MANAGEMENT UNIT
ROBBEN ISLAND MUSEUM
Suite 204, Level 2
Clock Tower Building
V & A Waterfront
Cape Town
Tel: 021 413 4265/14
Email: patm@robben-island.org.za

Or for technical information –

Ms. L. Penicela
Tel: 021 409 5100
Email: Lindap@robben-island.org.za
DECLARATION OF INTEREST (SBD 4)

Any legal person, including persons employed by the State, 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 an advertised competitive Bid, a limited Bid, a proposal or written price quotation). 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/person who is/are 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.

In order to give effect to the above, the following questionnaire must be completed and submitted with this Bid:

- Full Name of Bidder or his/her representative

- Identity Number:

- Position occupied in the Company (director, trustee, shareholder, member):

- Registration number of company, enterprise, close corporation, partnership agreement or trust:

- Tax Reference Number:

- VAT Registration Number:

- 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 a separate schedule including the following questions:

  | Schedule attached with the above details for all directors/members/shareholders | Yes | No |
  | Are you or any person connected with the Bidder presently employed by the state? If so, furnish the following particulars in an attached schedule: | Yes | No |

  | 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: |

- If you are presently employed by the State, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? If Yes, did you attach proof of such authority to the Bid document? If No, furnish reasons for non-submission of such proof as an attached schedule (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the Bid.)

- 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?
<p>| | | |</p>
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<tbody>
<tr>
<td>If so, furnish particulars as an attached schedule:</td>
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<tr>
<td>• 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? If so, furnish particulars as an attached schedule.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>• Are you, or any person connected with the Bidder, 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? If so, furnish particulars as an attached schedule:</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>• 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? If so, furnish particulars as an attached schedule:</td>
<td>Yes</td>
<td>No</td>
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## WITNESSES

1. 
2. 

Date 

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Full details of directors / trustees / members / shareholders.

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Identity Number</th>
<th>Personal Income Tax Reference Number</th>
<th>State Employee Number / Personal Number</th>
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</tbody>
</table>
PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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


1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:
   - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
   - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2
   a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the ......80/20...... preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:
   (a) Price; and
   (b) B-BBEE Status Level of Contributor.

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

<table>
<thead>
<tr>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRICE</td>
</tr>
<tr>
<td>B-BBEE STATUS LEVEL OF CONTRIBUTOR</td>
</tr>
<tr>
<td>Total points for Price and B-BBEE must not exceed</td>
</tr>
</tbody>
</table>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS
(a) “B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(b) “B-BBEE status level of contributor” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(c) “bid” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

(d) “Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(e) “EME” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(f) “functionality” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(g) “prices” includes all applicable taxes less all unconditional discounts;

(h) “proof of B-BBEE status level of contributor” means:

(i) B-BBEE Status level certificate issued by an authorized body or person;

(j) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

(k) Any other requirement prescribed in terms of the B-BBEE Act;

(l)

(m) “QSE” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

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

3. POINTS AWARDED FOR PRICE

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

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

<table>
<thead>
<tr>
<th>80/20</th>
<th>90/10</th>
</tr>
</thead>
<tbody>
<tr>
<td>$P_s = 80 \left( 1 - \frac{P_t - P_{\text{min}}}{P_{\text{min}}} \right)$</td>
<td>$P_s = 90 \left( 1 - \frac{P_t - P_{\text{min}}}{P_{\text{min}}} \right)$</td>
</tr>
</tbody>
</table>

Where

$P_s$ = Points scored for price of bid under consideration

$P_t$ = Price of bid under consideration

$P_{\text{min}}$ = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:
<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points (90/10 system)</th>
<th>Number of points (80/20 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>9</td>
<td>18</td>
</tr>
<tr>
<td>3</td>
<td>6</td>
<td>14</td>
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<td>5</td>
<td>4</td>
<td>8</td>
</tr>
<tr>
<td>6</td>
<td>3</td>
<td>6</td>
</tr>
<tr>
<td>7</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>8</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

5. **BID DECLARATION**

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

6. **B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

6.1 B-BBEE Status Level of Contributor: \[ \frac{\text{Claimed Total Points}}{10} \] (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. **SUB-CONTRACTING**

7.1 Will any portion of the contract be sub-contracted?

*(Tick applicable box)*

[YES] [NO]

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted: \[ \frac{\text{Percentage}}{100} \%

ii) The name of the sub-contractor:

iii) The B-BBEE status level of the sub-contractor:

iv) Whether the sub-contractor is an EME or QSE

*(Tick applicable box)*

[YES] [NO]

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

<table>
<thead>
<tr>
<th>Designated Group: An EME or QSE which is at least 51% owned by:</th>
<th>EME</th>
<th>QSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Black people</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people who are youth</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people who are women</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people with disabilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people living in rural or underdeveloped areas or townships</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cooperative owned by black people</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>


8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:

8.2 VAT registration number:

8.3 Company registration number:

8.4 TYPE OF COMPANY/FIRM

   Partnership/Joint Venture / Consortium
   One person business/sole propriety
   Close corporation
   Company
   (Pty) Limited
   [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

   ..................................................................................................................
   ..................................................................................................................
   ..................................................................................................................
   ..................................................................................................................

8.6 COMPANY CLASSIFICATION

   Manufacturer
   Supplier
   Professional service provider
   Other service providers, e.g. transporter, etc.
   [TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/firm for the preference(s) shown and I / we acknowledge that:

   i) The information furnished is true and correct;
   ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
   iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
   iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
(a) disqualify the person from the bidding process;
(b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
(d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

<table>
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<tr>
<th>WITNESSES</th>
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<tr>
<td>1. ...........................................</td>
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<td>2. ...........................................</td>
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<tr>
<th>SIGNATURE(S) OF BIDDERS(S)</th>
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<tr>
<td>DATE: ...................................</td>
</tr>
<tr>
<td>ADDRESS .............................</td>
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<tr>
<td>.......................................</td>
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</tbody>
</table>
DECLARATION OF BIDDER'S PAST SCM PRACTICES (SBID 8)

- Is the Bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? If Yes, furnish particulars as an attached schedule: Yes No
- Is the 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)? If Yes, furnish particulars as an attached schedule: Yes No
- Was the 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? If Yes, furnish particulars as an attached schedule: Yes No
- Was any contract between the Bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract? If Yes, furnish particulars as an attached schedule: Yes No

The Database of Restricted Suppliers and Register for Tender Defaulters resides on the National Treasury’s website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.

CERTIFICATE OF INDEPENDENT BID DETERMINATION (SBID 9)

I, the undersigned, in submitting this Bid in response to the invitation for the Bid made by Robben Island Museum, do hereby make the following statements that I certify to be true and complete in every respect:

- I have read and I understand the contents of this Certificate: Yes No
- I understand that the Bid will be disqualified if this Certificate is found not to be true and complete in every respect: Yes No
- I am authorised by the Bidder to sign this Certificate, and to submit the Bid, on behalf of the Bidder: Yes No
- Each person whose signature appears on the Bid has been authorised by the Bidder to determine the terms of, and to sign, the Bid on behalf of the Bidder: Yes No

For the purposes of this Certificate and the accompanying Bid, I understand that the word “competitor” shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:

a) Has been requested to submit a Bid in response to this Bid invitation;

b) Could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and

c) Provides the same goods and services as the Bidder and/or is in the same line of business as the Bidder

The Bidder has arrived at the accompanying Bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive bidding.
In particular, without limiting the generality of paragraphs above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

a) Prices;

b) Geographical area where product or service will be rendered (market allocation);

c) Methods, factors or formulas used to calculate prices;

d) The intention or decision to submit or not to submit, a Bid;

e) The submission of a Bid which does not meet the specifications and conditions of the Bid; or

f) Bidding with the intention not to win the Bid.

In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this Bid invitation relates.

The terms of this Bid have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official Bid opening or of the awarding of the contract.

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

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

STANDARD BIDDING DOCUMENTS DECLARATION

The following documents are deemed to form and be read and construed as part of this agreement even where integrated in this document:

<table>
<thead>
<tr>
<th>Declaration of Interest (SBD4)</th>
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<tbody>
<tr>
<td>Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011 (SBD6.1) Where a valid BBBEE Certificate is not on file with ASSAf, please attach</td>
</tr>
<tr>
<td>Declaration certificate for Local Production and Content for Designated Sectors (SBD6.2)</td>
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<tr>
<td>Declaration of Bidder’s past SCM practices (SBD8);</td>
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<tr>
<td>Certificate of Independent Bid Determination (SBD9)</td>
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<tr>
<td>General Conditions of Contract</td>
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</table>

The obligation to complete, duly sign and submit these declarations included in this SBD declaration pack cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the legal entity.

I declare that I have had no participation in any collusive practices with any Bidder or any other person regarding this or any other procurement.

I certify that the information furnished in these declarations (SBD4, SBD5 where applicable, SBD6.1, SBD 6.2 where applicable, SBD8, SBD9) is correct and I accept that ASSAf may reject the Offer or act against me should these declarations prove to be false.

I confirm that I am duly authorised to sign this SBD declaration pack by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive or Senior Member/Person with management responsibility (Close Corporation, Partnership or Individual)
BID REFERENCE NUMBER: RIM EST

TERMS OF REFERENCE FOR:

THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, INSTALL AND COMMISSION A STANDBY GENERATOR AT NELSON MANDELA GATEWAY BUILDING, V & A WATERFRONT FOR ROBBEN ISLAND MUSEUM

DATE OF ISSUE: 5 OCTOBER 2018

COMPULSORY BRIEFING SESSION: 19 OCTOBER 2018

CLOSING DATE: 5 NOVEMBER 2018
# NELSON MANDELA GATEWAY BUILDING: V&A WATERFRONT

## STANDBY GENERATOR INSTALLATION

### TECHNICAL SPECIFICATION

#### MASTER INDEX

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<th>Pages</th>
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<tr>
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<td>INVITATION TO BID (SBD 1)</td>
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<td>TAX CLEARANCE CERTIFICATE REQUIREMENTS (SBD 2)</td>
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<td>6.0</td>
<td>PREFERENCE POINTS CLAIM FORM (SBD 6.1)</td>
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<td>9.0</td>
<td>CERTIFICATE OF INDEPENDENT BID DETERMINATION (SBD 9)</td>
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<td>SECTION A: SCHEDULE OF TENDER PRICES</td>
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<td>10.2</td>
<td>SECTION B: STANDARD SPECIFICATION: B1-B16</td>
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<td>SECTION C: DETAIL SPECIFICATION: C1-C7</td>
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<td>SECTION D: SCHEDULES: D1-D6</td>
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<td>ANNEXURE B: TENDER ADVERTISEMENT NOTICE</td>
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<td>11.3</td>
<td>ANNEXURE C: LOCAL CONTENT DECLARATION – SUMMARY SCHEDULE</td>
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<td>ANNEXURE D: IMPORTED CONTENT DECLARATION – SUPPORTING SCHEDULE TO ANNEXURE C</td>
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<td>ANNEXURE E: LOCAL CONTENT DECLARATION – SUPPORTING SCHEDULE TO ANNEX C</td>
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**NELSON MANDELA GATEWAY BUILDING: V&A WATERFRONT**

## STANDBY GENERATOR INSTALLATION
## INDEX

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>No of Pages</th>
</tr>
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<tbody>
<tr>
<td>10.1</td>
<td>SECTION A - SCHEDULE OF TENDER PRICES</td>
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<tr>
<td>10.2</td>
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<td>16</td>
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<td>SECTION C - DETAIL SPECIFICATION</td>
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<td>SECTION D - SCHEDULES</td>
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<td>SECTION E - EVALUATION CRITERIA</td>
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<tr>
<td>10.6</td>
<td>SECTION F - BRIEFING SESSION &amp; CLOSING DATE</td>
<td>1</td>
</tr>
</tbody>
</table>

## DRAWINGS

- **E/1524/01** Schematic Diagram
- **E/1524/02**
  - Sheet 1: Proposed Generator Position
  - Sheet 2: Proposed Position of Changeover
PART 10
SECTION A

NELSON MANDELA GATEWAY BUILDING: V&A WATERFRONT

STANDBY GENERATOR INSTALLATION

SCHEDULE OF TENDER PRICES

1.0 Net Price For Standby Generator as specified R……………

2.0 Net Price for Electrical Installation R……………

SUB TOTAL R

ADD: 14% VAT R

TOTAL R

Price must be fixed and must include all costs.

This Schedule of Tender Prices, together with the Form of Tender and Schedule of Rates duly completed, shall be enclosed in a sealed envelope endorsed:

SCHEDULE OF TENDER PRICES
STANDBY GENERATOR INSTALLATION
NELSON MANDELA GATEWAY BUILDING: V&A WATERFRONT

TENDERERS AUTHORISED SIGNATURE: ……………………………………………………

PRINT NAME: …………………………………………………………………………………

COMPANY: …………………………………………………DATE: ……………………………

ADDRESS: ………………………………………………………………………………………
……………………………………………………………………………………………………
……………………………………………………………………………………………………
TEL No………………………………………………FAX No……………………………………

EMAIL…………………………………………………………………………………………
# PART 10

## SECTION B

**STANDARD SPECIFICATION – DIESEL STANDBY GENERATORS**

**INDEX**

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SECTION B

STANDARD SPECIFICATION – DIESEL STANDBY GENERATORS

B1.0 GENERAL

B1.1 Scope

This section of the specification covers the standards of material, equipment, workmanship and general methods and procedures in the execution of the Works for a diesel driven Standby Generator system complete with all specified associated equipment and forms part of the Contract Documents.

B1.2 Precedence of Clauses

Where a statement in the Detail Specification is at variance with a statement in this Standard Specification, then the Detail Specification shall take precedence.

B1.3 Guarantee & Maintenance

.1 Guarantee: The Contractor shall guarantee the Contract Works for a period of twelve months after notification of taking over. During this period any defective material, equipment or workmanship (excepting only proven, wilful or accidental damage, or fair wear and tear), shall be made good with all possible speed at the Contractor's expense and to the satisfaction of the Engineer.

.2 Making Good: When called on by the Engineer the Contractor shall make good on site and bear all expenses incidental thereto including making good of work by others, arising out of removal or re-installation of equipment. The Contractor may delegate such making good to an approved party. All work arising from the implementation of the guarantee or maintenance of equipment shall be carried out at times which will not result in any undue inconvenience to users of the equipment or occupants of premises.

If any defects are not remedied within a reasonable time the Employer may proceed to do the work at the Contractor's risk and expense, but without prejudice to any other rights which the Employer may have against the Contractor.

.3 Latent Defects and Failure to Comply with Specification: The Engineer reserves the right to demand the replacement or making good by the Contractor at the Contractor's expense of any part of the Contract Works which is shown to have any latent defects or not to have complied with the Specification, notwithstanding that such work has been taken over or that the guarantee period has expired.

.4 Qualification by Tenderer: Should any specified materials or equipment in the Tenderer's opinion be of inferior quality or unsuitably employed, rated or loaded, the Tenderer shall, at the time of tendering draw the attention of the Engineer to these conditions and duly qualify his tender. His failure to do so shall mean that he guarantees the work including all materials or equipment as specified.
.5 **Maintenance:** At quarterly intervals during the guarantee period of twelve months, the Contractor shall adjust and maintain the standby plant and its ancillary equipment in proper working order. As a minimum requirement, the Contractor shall:

(a) Check and top-up if necessary, the fluid levels in the radiator, engine sump and batteries.

(b) Test run the standby plant and ancillary equipment for a period of 15 minutes.

(c) Wipe down the standby plant and its ancillary equipment and report on any evidence of any fluid leaks or other defects.

(d) Fill in the standby plant logbook.

The cost of such inspections, maintenance, adjustments, repairs, etc. shall be included in the Price Summary but the cost of renewing any part which may have become worn through fair wear and wear, or damaged beyond the control of the Contractor (provided this is not due to unsuitable design) shall be excluded.

If during the guarantee and maintenance period the standby plant is not in working order for any reason for which the Contractor can be held responsible, then the Contractor will be notified and immediate steps shall be taken by him to remedy the defects. Should the standby plant defects be so frequent as to become objectionable or should the equipment otherwise prove unsatisfactory during the guarantee period of twelve months, the Contractor shall, if called upon by the Engineer, at his own expense replace the whole or such parts thereof as the Engineer may deem necessary with equipment to be specified by the Engineer. Approval – tacit or otherwise – of the equipment installed shall be considered as provisional only and shall not invalidate the Engineer's rights as indicated above.

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**B2.0 STANDARDS**

All products and methods used in the Standby Generator system shall comply with the relevant South African Standard and carry the SABS mark, where such a standard exists.

The following standards shall, inter alia, apply to this contract:

- **SANS 2:** Lead-acid starter batteries
- **SANS 10131:** Above-ground storage tanks for petroleum products
- **SANS 10142-1:** The wiring of premises
  - Part 1: Low voltage installations
- **SANS 8528:** Reciprocating internal combustion engine driven alternating current generating sets

This code is subdivided into the following parts:

- **Part 1:** Application, ratings and performance
- **Part 2:** Engines
Part 3: Alternating current generators for generating sets
Part 4: Control gear and switchgear
Part 5: Generating Sets
Part 6: Test Method
Part 7: Technical declarations for specification and design
Part 8: Requirements and tests for low-power generating sets
Part 9: Measurement and evaluation of mechanical vibrations
Part 10: Measurement of airborne noise by the enveloping surface method
Part 11: Rotary uninterruptible power supply systems – Performance requirements and test methods
Part 12: Emergency power supplies to safety services

IEC 60085: Electrical insulation – Thermal evaluation and designation
OHSA: The Occupational, Health and Safety Act

B3.0 DEFINITIONS

The definitions listed below are the majority of definitions directly applicable to this Standard Specification.

B3.1 Contract/Subcontract

The type of contract applicable to the Standby Generator system will be detailed elsewhere. Where reference is made to the “contract” in this Standard Specification, then it applies equally to a “subcontract”, should that be applicable.

B3.2 Standby Generator Contractor/Subcontractor

Where reference is made to the “Standby Generator Contractor” in this Standard Specification, then it applies equally to a “Standby Generator Subcontractor”, should that be applicable.

B3.3 Engineer

This term shall mean BFBA Consultants Cape Town (Pty) Ltd, or their authorized representatives, duly instructed and authorized on behalf of the Employer.

B3.4 Approved

Where the word “approved” appears in this specification, then it means approved in writing by the Engineer.

B4.0 INFORMATION REQUIRED WITH TENDERS

B4.1 General

Tenderers shall submit with their tenders full technical details of all engines, generators, machines, equipment and ancillary equipment offered, together with any relevant descriptive leaflets, illustrations, standard drawings and documents. In addition, the “Schedule of Technical Information” shall be completed in full and submitted with the tender.

Failure to provide any of the above requested information may lead to disqualification of tenders.
B4.2 Drawings

Tenderers shall submit with their tender dimensioned drawings showing the general layout of the plant offered and any building and/or structural details required for the installation and operation of the plant.

B5.0 INFORMATION REQUIRED AFTER AWARD OF TENDER

The following requirements are given as a guide as to the extent of documentation required from the Standby Generator Contractor after the award of the tender. The exact requirements will depend on the complexity of the system.

Typically, within one month of the award of the tender, the Standby Generator Contractor shall submit three prints of shop drawings to the Engineer for approval. These drawings shall include the layouts and schematics of all electrical panels and boards; schematic of the complete electrical systems, batteries and automatic battery chargers; schematic of the fuel system; dimensioned layout of the complete plant including all piping, cabling, etc., and any other drawings that the Engineer may require for the approval of the proposed installation.

B6.0 EQUIPMENT/ITEMS TO BE INCLUDED

Tenderers must include for all equipment/items for the proper operation of the standby generator plant, notwithstanding the fact that they may not be detailed in the Detail Specification. Should any such items be, in the opinion of the tenderer, of significance to their tender offer, then the tenderer must qualify his tender by means of a covering letter to be submitted with the tender documents. In such an instance, the tenderer shall also submit a quotation at the time of tendering for the equipment/items omitted.

Tenderers shall include for the supply and delivery to site of all scaffolding, ladders, trestles, tools and everything necessary for the proper execution of the contract and for the clearing away of all rubbish due to the work.

B7.0 PROTECTION OF EQUIPMENT

The Standby Generator Contractor shall be solely responsible for the protection of the works from damage due to the building operations or from other trades and from the weather.

B8.0 DELIVERY REQUIREMENTS

Where applicable, the Standby Generator Contractor shall note that the required delivery date may depend on the main building programme and the Standby Generator Contractor shall therefore effect delivery in accordance with the building construction requirements. Early or late requirements shall not be grounds for any payment variations.

B9.0 BUILDERS WORK

The Standby Generator Contractor shall notify the Engineer and the Main Contractor (if applicable) of the position and sizes of any holes, sleeves, recesses, chases, etc. that will be required in good time to enable these to be provided during the course of construction in order that no unnecessary expense may be incurred. Except where otherwise specified, the cost of the above and of all cutting
away and making good will not form part of this contract but will be executed by the Main Contractor.

The Standby Generator Contractor will be held responsible for the sizes and positions of all work performed by the Main Contractor. Any alterations to these after they have been provided by the main Contractor will be for the Standby Generator’ Contractor’s account.

B10.0 REGULATIONS AND BY-LAWS

The installation shall comply with the relevant electricity Supply Authorities regulations and SANS 10142-1, the latest requirements of the Occupational Health and Safety Act and of any Local Municipal Regulations and By-laws which have the force of law shall also be complied with.

Typically such Regulations and By-laws would address the following issues:

- Paralleling of the genset with the mains
- Noise break-out
- Smoke emissions
- Storage of fuel.

Should any compliance entail a modification to the Detail Specification then this shall be referred to the Engineer before tenders are submitted. No extras arising out of the need to comply with Regulations or By-laws will be considered.

B11.0 WORKMANSHIP

All workmanship must be of the best quality and to the satisfaction of the Engineer. Poor workmanship will be rejected and the work re-undertaken where, in the judgement of the Engineer, the workmanship is not of the highest quality. Where a specific kind or quality of a material is not specified, a first class standard article, as approved by the Engineer, must be provided.

B12.0 COORDINATION OF SYSTEMS

The Standby Generator Contractor will be responsible for the coordination of all aspects of the contract to ensure that clashes do not occur with other trades. Where conflicts cannot be resolved on site, then this must be referred to the Engineer.

B13.0 ENGINE

B13.1 General

The engine shall be of the reciprocating, compression ignition, four stroke, liquid fuel type with a normal running speed of 1 500 rpm. The engine shall be capable of delivering the specified output continuously at the stated site conditions and shall do this without overheating. The engine and alternator shall be close coupled onto a steel base frame (simplex or duplex as specified in the Detail Specification) with resilient anti-vibration mountings. The steel base shall be suitable for installation directly onto a concrete floor.

The engine must comply with SANS 8528 – Part 2: Engines, or with some other comparable national standard. In this case, the details of this alternative standard must be submitted with the tender documentation.
B13.2 **Engine Duty**

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

- Continuous Power (COP)
- Prime Power (PRP)
- Emergency Standby Power (ESP).

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

B13.2.1 **Continuous Power (COP)**

Continuous Power is defined as being the maximum power which the generating set is capable of delivering continuously whilst supplying a constant electrical load when operated for an unlimited number of hours per year under the site operating conditions.

B13.2.2 **Prime Power (PRP)**

Prime Power is defined as being the maximum power which a generating set is capable of delivering continuously whilst supplying a variable electrical load when operated for an unlimited number of hours per year under the site operating conditions. The permissible average power output over 24 hours of operation shall not exceed 70 % of the PRP unless otherwise specified.

B13.2.3 **Emergency Standby Power (ESP)**

Emergency Standby Power is defined as the maximum power available during a variable electrical power sequence, under the site operating conditions, for which the generating set is capable of delivery in the event of a utility power outage for up to 200 hours of operation per year. The permissible average power output over 24 hours of operation shall not exceed 70 % of the ESP unless otherwise specified.

B13.3 **Engine Governor**

The engine speed shall be governed by means of an electronic governor that complies with Class G3 as per SANS 8528-5.

B13.4 **Cooling System**

The engine shall be water cooled unless otherwise specified. Normally the radiator shall be integral with engine and mounted onto the steel base frame. The radiator shall be the heavy duty, tropical type and be designed to allow the engine to operate continuously at rated load at the specified site conditions without overheating.

Where specified in the Detail Specification, galvanized steel ducting shall be provided and fitted between the radiator and the ventilation outlet louver. In the case of air cooled engines, suitable ducting shall be provided between the room air intake louver and the cooling air intake of the engine.

The ducting shall incorporate a suitable flexible section to minimize vibration transmission.
Whether water cooled or air cooled engines are offered, a suitable engine driven or independently driven fan shall be provided for radiator cooling.

A preventative device shall be fitted to the engine to prevent operation at excessive engine temperatures.

B13.5 Lubrication

Lubrication of the main engine bearings and other moving parts shall be by a forced feed system. A pressure sensitive device shall be fitted to prevent operation of the engine at low engine oil pressure.

A semi-rotary hand operated sump drain pump must be provided together with an oil drip tray.

The engine shall be handed over with the first fill of new oil.

B13.6 Starting

The engine shall be fitted with a direct current electric starting motor rated for operation from a battery of not less than 12 volts.

The engine shall be easily started from cold, under summer and winter conditions, and shall be capable of supplying the specified loads immediately change-over occurs. These loads may be applied in steps as described in the Detail Specification.

The total time for the diesel generating plant to achieve stabilized running from start shall not exceed 30 seconds.

Thermostatically controlled water jacket heaters shall be fitted and full details of such equipment shall be submitted with the tender.

B13.7 Starter Batteries

The starter battery shall be of the lead acid, maintenance free type, minimum 200A.Hr per battery, type 698MF or better, mounted on a steel framework. It shall be rated at least 220A.Hr and shall be capable of providing three automatic starts of 10 second duration followed by three manual starts of 10 seconds duration per start. There shall be no appreciable, permanent voltage drop and the voltage drop during cranking shall not exceed 25% of the nominal battery voltage.

The battery shall be placed on a suitable plastic lined or epoxy coated battery stand which shall stand on the plantroom floor or be fixed to the genset steel base. The battery shall be connected to the starter motor with suitably rated and insulated flexible copper cored cables.

B13.8 Battery Charger

The battery charging equipment shall be connected so that the battery is normally charged from the mains via the battery charger, but is to be charged from an engine mounted alternator when the engine is running.
The charging equipment shall include a suitable ammeter and protection equipment. The battery charger shall be incorporated in the standby plant switchboard and shall be of the two stage type (i.e. booster and trickle charge).

### B13.9 Engine Instrumentation

Where the Standby Plant Switchboard is mounted remotely from the genset, the following instrumentation shall be mounted on the genset:

- Temperature gauge
- Oil pressure gauge
- Battery charging ammeter
- Start pushbutton.

Where the Standby Plant Switchboard is mounted on or adjacent to the genset, then the above instrumentation may be incorporated in the board.

### B13.10 Fuel System

The fuel system shall comply with SANS 10131. The engine’s fuel injection system shall be suitable for trouble-free operation with commercial brands of diesel normally locally available.

The fuel system shall normally comprise of the following:

1. **Fuel Tank (Day Tank)**

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

   Day tanks are to be fitted with the following items:

   1. Sludge trap (dished bottom) with drain valve.
   2. Easily removable, dust-proof lid.
   3. Fuel level indicator other than a sightglass to provide “Full”, “Fill” and “Low” indication.
   4. Outlet valve positioned 50 mm above the bottom of the tank.
   5. Injector leak-off return fitting.

2. **Fuel Tank (Bulk Tank)**

   Should a Bulk Fuel Tank be required, then this will be specified in the Detail Specification.
When a bulk tank is specified, the fuel system shall include a motor driven, self-priming pump, starter, start/stop pushbuttons or float switches, isolator and terminal box to facilitate automatic day tank filling from the bulk supply.

3 Fuel Piping

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

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

4 Hand Pump

A hand operated pump with the delivery permanently connected to the day tank and with a flexible suction pipe to facilitate the filling of the day tank from drums of diesel shall be provided.

5 Handover

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

B13.11 Exhaust System

An exhaust gas system shall be provided. The exhaust pipes shall be coupled to the engine via a flexible coupling and shall discharge outside the building at a position approved by the Engineer. The exhaust system shall be of adequate size and gauge taking due account of the possible route and the materials used shall be approved by the Engineer.

Within the building, the exhaust shall be lagged with glass wool and clad with Grade 316, highly polished stainless steel. The exhaust pipes shall be neatly supported on suitable brackets with expansion joints and spring supports. All required residential type silencers are to be provided with the exhaust pipes.

B14.0 MAIN ALTERNATOR

B14.1 General

The alternator shall be the self-exited brushless type, with an enclosed drip-proof housing and shall be capable of continuously delivering the output to meet the load requirements stated in the Detail Specification. The alternator shall be generally constructed and rated in accordance with SANS 8528 – Part 3. The alternators thermal insulation class shall be Class 180 (Class H) (or better).

B14.2 Regulations and Response

The alternator shall be self-regulating and shall incorporate a self contained automatic voltage regulator. The alternator output voltage shall not exceed a 2 ½ % from no load to full load, including cold and hot variations at any power factor between 0,8 lagging and unity and inclusive of speed variations within the limits of the engine governor.
B14.3 **Bearings and Couplings**

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

B15.0 **Fusible Link**

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

B16.0 **Standby Plant Switchboard**

B16.1 **Specialist Manufacture**

All electrical boards shall be made by an approved specialist board manufacturer, who will also install the switchgear, equipment and carry out all the internal wiring.

B16.2 **General Construction**

The board is to be constructed of folded steel of 1.6 mm minimum thickness. Up to 50 km from the coast, this steel shall be the electro-galvanised type. All metalwork must be ground smooth and rendered free from blemishes. Self-tapping type screws must not be used in the construction of boards nor for the fixing of panels.

B16.3 **Fault Currents**

Boards must be constructed so as to be able to withstand the fault current specified in the Detail Specification.

B16.4 **Engine Controller**

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

The complexity and features of the controller will depend on the detailed system operation as specified in the Detail Specification.

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

The basic controller shall incorporate the following features:

1. **Automatic starting feature** to provide three automatic start attempts of 10 seconds duration with 10 second intervals between attempts and lock-out after the third start failure.

2. **Mains voltage sensing** on each phase of the utility supply. Should there be a voltage drop on any one or combination of phases of more than 20%, then the controller shall initiate the engine start sequence after an adjustable time delay of between 0 and 10 seconds.

3. Upon restoration of the utility supply, the diesel plant must continue to supply the load for an adjustable time of between 0 and 30 seconds.
.4 For liquid cooled engines, an off-load stop timer shall be provided to enable the set to run for a further 5 minutes before shutting down.

.5 Generator voltage sensing feature monitoring the generator output to trip the generator protection circuit breaker in the event of a voltage drop on any one or combination of phases of more than 20 % of the nominal voltage.

.6 Incorporate an alarm annunciator that shall feature a resettable alarm giving both visual and audible indication of specific faults.

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

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

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<th>Alarm</th>
<th>Trip</th>
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<td>High engine temperature alarm</td>
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</tr>
<tr>
<td>High engine temperature trip (Higher than alarm)</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>High engine rpm</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Alternator under voltage</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Start sequence failure</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Low fuel level alarm</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Low fuel level trip (Lower than alarm)</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Low oil pressure</td>
<td>X</td>
<td>X</td>
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<tr>
<td>Battery charger alternator failure</td>
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In addition, the following parameters shall be available on the Standby Plant Switchboard, either as part of the controller functionality, or as discrete instrumentation:

Voltage - phase to phase and phase to neutral. If discrete components used, shall consist of a flush mounted 100 x 100 mm dial voltmeter scaled 0-400 volts complete with a set of protection HRC fuses. A seven position voltage selector switch shall be provided.

Current - instantaneous and maximum demand. If discrete components used shall consist of three instantaneous and maximum demand type 100 x 100 mm flush mounted ammeters suitably scaled for the generator rating. To be complete with appropriate ratio current transformers (CT's).

Frequency - If discrete to consist of a flush mounted 100 x 100 mm vibrating read type meter.
7 Starting signals for any ventilation fans, circulating water pumps, etc. that may be required. Details will be specified in the Detail Specification.

8 On the more sophisticated systems, the controller may also be required to synchronise two or more gensets, synchronise the gensets with the mains, etc. Details shall be as specified in the Detail Specification.

B16.5 Powder Coating

All boards shall be powder coated with a micro-constructed paint powder applied electrostatically. Coating to be applied strictly to the manufacturer’s instructions and to be not less than 60 macrons thick. Colour to be as specified in the Detail Specification.

B16.6 Board Drawings

As soon as is reasonable after commencement of the contract, dimensioned drawings of the proposed layout and construction of all boards must be supplied in duplicate to the Engineer.

B17.0 PLANT OPERATION

The details of the required plant operation will be specified in the Detail Specification. However, the most common forms of operation are as follows:

B17.1 Automatic Mains Failure (AMF) – Non-synchronising

In this type of system, the genset automatically starts up on a mains failure, runs up to speed and then changeover switchgear switches the essential loads onto the genset. (Depending on the size of the genset and the loads, it may be required to apply the loads to the genset in a stepped fashion.)

On resumption of mains power, the changeover switchgear switches the load onto the mains and the genset shuts down.

There is thus a break in supply to the loads both on mains power failure and mains power resumption.

B17.1.2 Switchgear on Standby Plant Switchboard

Typically, the Standby Plant Switchgear will contain, inter alia, the following switchgear:

1 x TP Mains Isolator (manually operated)

1 x TP Generator Circuit Breaker (manually operated). This circuit breaker shall be rated to suit the generator offered and shall have both adjustable thermal and instantaneous overload current elements.

Provide a label: “In case of emergency isolate both switches” below these two switches. Auxiliary contacts shall be fitted to meet the operational alarm requirements.

1 x Set of automatic changeover on-load isolators with motor operated mechanisms suitably rated and with appropriate auxiliary and control contacts. These two isolators must be
electrically and mechanically interlocked with other to prevent them from closing simultaneously.

Note that as per SANS 10142, the automatic changeover switches shall be as follows:

Three Pole (TP) – Where the genset is located near to the main incomer and supplies the total load.

Four Pole (4P) - Where the genset is located some distance from the load and it is not practical to connect and earth the neutrals together

and/or

Where the genset only feeds a portion of the total load.

Note that in practice that the Mains Isolator and the Generator Circuit Breaker may be omitted and their functions incorporated into the changeover switchgear.

1 x Four position selector switch that controls the following functions:

“Test” position. Engine starts but the changeover switchgear does not operate and engine takes no load.

“Manual” position. Set can be manually started and takes load, even if the mains are present.

“Auto” position. Set will automatically start and stop, dependent on the mains supply being available or not.

“Off” position. Set is completely disconnected from the automatic controls for cleaning and maintenance purposes.

B17.1.3 Automatic Mode Alarms

When the Mains Isolator, Generator Circuit Breaker, Bypass Keyswitch or the Status Selector Switch are moved away from their normal positions, an alarm shall be given. This alarm shall indicate that the position of one or more of the above devices is incompatible with the operation of the plant as an automatic mains failure installation.

B17.2 Automatic Mains Failure (AMF) – Synchronising

B17.2.1 Unscheduled Mains Failure

In this situation, an unscheduled mains failure shall cause the genset to automatically start up and after a set time open the mains circuit breaker. There will thus be a brief break in supply to the essential loads.

On return of the mains supply, the genset shall synchronise with the mains and after an (adjustable) time delay, transfer the load to the mains and go through the preset shutdown procedure.
B17.2.2 **Scheduled Mains Failure**

Should the time of the expected mains failure be known, it must then be possible to manually start the genset and for it to synchronise with the mains. Upon mains failure, the genset shall seamlessly take over the load. There will thus be no break in the supply to the essential loads.

On return of the mains supply, the genset shall seamlessly switch over to the mains supply as per B17.2.1 above.

B17.2.3 **Switchgear on Standby Plant Switchboard**

The detailed configuration of the switchgear will be as specified in the Detail Specification but could be similar to that for a non-synchronising type genset.

The main difference is that, in this case, it is not possible to interlock the changeover switchgear as both the mains and genset breakers will be closed under parallel operation conditions.

The entire operation shall be fully automatic and controlled by means of a specialised solid state controller.

B17.2.4 **Testing**

It must be possible to perform at least two types of tests as follows:

1. **Test 1**

   The mains supply is switched off to simulate an unexpected mains failure and the genset automatically performs the normal mains failure sequence.

2. **Test 2**

   The mains supply is not switched off but the genset is manually started, runs up to speed and automatically synchronises with the mains and takes the load.

   On completion of the test, the genset must transfer the load back to the mains and then seamlessly goes through the predetermined shutdown sequence.

B18.0 **EXHAUST EMISSIONS**

Should the genset engine be required to comply with any exhaust emission standard then this will be specified in the Detail Specification.

However, preference will be given to engines with the lowest emissions. Should supplying such an engine have cost implications, then tenderers should offer the engine as an alternative to their main tender offer.

B19.0 **VENTILATION LOUVRES**

Unless otherwise specified in the Detail Specification, the required ventilation (air inlet and radiator exhaust) shall be supplied by the Standby Generator Contractor. Unless otherwise specified, they will be installed by others but the Standby Generator Contractor must provide the relevant
instructions for their correct installation. Details of the proposed ventilation louvres must be provided with the tender offers.

B20.0 SOUND ATTENUATION

The required level of sound attenuation treatment to be applied to the genset installation (at full load) will be specified in the Detail Specification.

However, it is the responsibility of the Standby Generator Contractor to ensure that the genset’s noise emissions comply with all National and Local Regulations.

B21.0 WARNING NOTICES

Clearly legible and indelible notices made of plastic, shall be mounted in conspicuous positions on both the genset and standby plant switchboard.

The notices shall read as follows:

DANGER

THIS ENGINE WILL START WITHOUT NOTICE.

GEVAAR

HIERDIE ENJIN SAL SONDER WAARSKUWING BEGIN LOOP.

B22.0 ELECTRICAL

Unless otherwise specified in the Detail Specification, the Standby Generator Contractor shall be responsible for all cables, wiring, installation and connections in the standby plantrooms between the diesel generating plant and the standby plant switchboard.

General purpose PVC/PVC/SWA/PVC cables to SANS 1507 (Electric cables) shall be used throughout and, where necessary, shall be adequately supported on both horizontal and vertical runs by means of galvanized perforated metal cable trays adequately supported by means of substantial angle iron brackets or other approved means, bearing in mind the number and weight of the cables to be supported.

The neutral point of the generator shall be solidly connected by means of an appropriate size of insulated earth conductor, to the earthbar mounted in the standby plant switchboard.

All plant, ancillary equipment and steelwork in the standby plantroom shall be bonded to the standby plant switchboard’s earthbar.

The Standby Generator Contractor shall ensure that the mains and generator phase rotations are identical.

B23.0 HANDBOOK AND MAINTENANCE INSTRUCTIONS

At the time of handover, the Standby Generator Contractor shall provide three (3) copies each of:
i) All relevant drawings.

ii) A fully comprehensive operations handbook with maintenance instructions.

iii) A list of spare parts complete with names and addresses of the suppliers.

iv) Copies of all relevant Test Certificates.

v) The recommended lubricants, cooling fluid, etc.

vi) All handover test reports.

All the above information shall be collated and bound in loose-leaf hard-covered binders suitably named and indexed. The front cover shall clearly state the project name, Standby Generator Contractor’s name, address and telephone numbers (normal business, after hours and emergency).

B24.0 SHELF AND LOGBOOK

The Standby Generator Contractor shall provide a shelf unit with a sloping top shelf and below that, a fixed horizontal shelf.

A logbook, approved by the Engineer shall be provided. This logbook may be stored in the abovementioned shelf or in a suitable metal box mounted in a prominent position in the standby plantroom.
# PART 10

## SECTION C

**DETAIL SPECIFICATION**

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<tr>
<td>C22</td>
<td>Proposed Standard Maintenance Contract</td>
<td>C7</td>
</tr>
</tbody>
</table>
PART 10

SECTION C

DETAIL SPECIFICATION

NELSON MANDELA GATEWAY BUILDING: V&A WATERFRONT

SECTION C: SCOPE OF CONTRACT, SPECIAL CONDITIONS, ELECTRICAL LOADS AND INSTALLATION

C1 PRECEDENCE OF CLAUSES

All requirements of this Detail Specification which are different to that in the General Technical Specification for Electrical Standby Generating Plant are to take precedence over the General Specification.

C2 SITE LOCATION & CONDITIONS & PRINCIPAL CONTRACTOR

The plant shall be rated to suit local conditions in the Nelson Mandela Gateway Building: V&A Waterfront, i.e. altitude, maximum and minimum temperature and humidity. Tenderers must make themselves aware of site conditions as no variations will be entertained due to lack of site knowledge.

The Standby Generator Subcontractor is to be appointed by the Employer.

C3 APPROVAL AND SUBSTITUTION OF MATERIALS

Where materials or articles are specified in the Detailed Specification, it is to indicate the quality and type of materials or articles required. Where the term "or equal and approved" is used in conjunction therewith, it shall mean that no substitution will be permitted unless written authority has been obtained from the Engineer before tenders close.

Approval by the Engineer shall not relieve the Contractor of any of his obligations under the Contract, the guarantee, or compliance with the requirements of the Authorities having jurisdiction.

C4 PRICE BASIS

Tenderers must fill in the applicable exchange rate(s) at time of tender for all imported equipment (see page E6). The only tender price adjustment will be for any exchange rate variation between the date of close of tender and the date of the official order to the S/B Contractor. On the date, forward cover must be taken out to protect the Client from any exchange rate variation. A Provisional Sum has been allowed in the Price Summary for this Forward Cover. Other than the above, this contract is to be on a fixed price basis.
C5 PROVISIONAL SUMS

Each Provisional Sum is to be used only for the relevant specified item and deducted in whole or part if not required.

Tenderers are to note that all Provisional Sums are net of any Contractor's profit.

C6 STANDBY PLANT REQUIREMENTS

This offer shall be for the supply, delivery to site, installation and commissioning as follows:

.1 1 x Automatic Start Enclosed Diesel Generator Plant, 350 kVA continuous prime rated at 0.8 power factor, 400/230V, 3 phase, 50 Hz. The alternator is to be close coupled to the engine. Only well established manufacturers that have permanent representation in South Africa, backed up with an extensive spare parts holding and service capability, will be considered.

.2 Set mounted control panel complete with 500A TP MCCB alternator protection circuit breaker & all control systems for an automatic start/stop standby generator. The Changeover is to form an integral, set mounted portion of the generator supply.

.3 The enclosed set is to be installed on present parking bay in the position indicated on sketches bound at the back of this document.

.4 All rigging for the installation of the enclosed generator and control panel to be allowed for. It is the responsibility of the generator contractor to ensure the generator is installed in the position as indicated on the accompanied drawing. It is the generator suppliers responsibility to liaise with the Engineer to find out when this item is scheduled, so that the generator supplier can programme accordingly.

C7 SCOPE OF CONTRACT

.1 Supply and installation of an Enclosed 350 kVA close coupled diesel driven generator set to Nelson Mandela Gateway Building: V&A Waterfront.

.2 Generator Protection 500A MCCB.

.3 Tropical type radiator.

.4 Control Panel to be set mounted.

.5 Set mounted day fuel tank (minimum 8hrs running time at full load).

.6 Supply of acoustic Epoxy Coated Bluish Grey 3CR12 Stainless Steel Canopy suited to achieve a sound rating of 70 db(A) at 7 metres.

.7 Testing and commissioning of the new set. All fuel for testing purposes shall be provided free of charge. Set to be filled on day of commissioning of the set.
.8 The Tenderers are to make allowance to provide training of Robben Island Museum (R.I.M.) personnel on basic operation, testing and interpretation of the various alarms as stipulated on this specification.

.9 Allowance to be made for a protection of the standby generator container by means of an Armco Crash Barrier mounted on the side and front of the container at 500mm above ground and another at 1200mm to prevent cars knocking into the container. The barrier is to be designed to protect the standby generator container from light impact but to be easily dismantled if the impact is severe to prevent damaging the container.

.10 The Tenderers are to make an allowance for a five (5) year maintenance costing plan that is to be submitted separately to the standby generator tender as stipulated in Clause Twenty One (C22) of this specification.

C8 ENGINE REQUIREMENTS

The engine shall be rated for continuous operation with a variable load of which the average engine load factor is 80% of 350kVA with an allowable 10% overload for 1 hour in every 12 hours of operation (i.e. Prime Power Rated). Engine speed to be 1500rpm.

Only well established engine manufacturers that have permanent representation in South Africa, backed up with an extensive spare parts holding and service capability will be considered. Only approved makes to be tendered namely: Perkins, Cummins (UK or USA), CAT, Volvo, Scania or John Deere or equal and approved.

All engines are to be EUIMIA Emissions compliant.

C9 ALTERNATOR REQUIREMENTS

The alternator shall be close coupled to the engine. It shall be rated at 350kVA @ 0.8pf, 50Hz, 400/230 volts.

Only well established alternator manufacturers that have permanent representation in South Africa, backed up with an extensive spare parts holding and service capability will be considered. Only approved makes to be tendered namely: Stamford, Morelli Motori, Engga, Leroy Somer, Marathon or Meccalte.

C10 COOLING SYSTEM

The radiator shall be the tropical type, integral with the genset. All flashing required for connection from the radiator to the exhaust louvre is to be supplied by the Generator Subcontractor.

C11 GENERATOR LOCATION

The Enclosed Generator is to be located on grade in the position as indicated on accompanied sketches (bound at back of specification).
C12 FUEL SYSTEM

The fuel tank is to form an integral portion of the base of the generator. This tank shall be provided with a sight glass and float for low level alarm. The filling of the fuel tank is to be undertaken directly via bowser discharge nozzle. A permanently connected rotary hand pump is to be provided to allow filling from storage vessels of 225 litres. The fuel tank is to be full at handover. Tenderers are to make provision for the diesel fixed price at the time of tender, as no diesel fuel price adjustment will be performed at time of filling.

C13 SOUND ATTENUATION

3CR12 Stainless Steel Epoxy Coated Bluish Grey Acoustic Canopy

Max: 70 db (A) at 7m from Set

The exhaust is to be routed away from adjacent buildings.

C14 CONTROL PANEL

C14.1 General

The Control Panel shall be generally as per Clause B12 of the General Specification but the mains switchgear shall consist of a set-mounted controller. The Changeover is housed within the canopy.

This clause lists the minimum features that are required on the panel. Solid state type modules are preferred but where not possible then discreet components may be used.

The system shall provide for remote monitoring of all fault conditions by means of the "Modbus" protocol. The genset shall be protected from reverse power flow.

The Control Panel shall have, inter alia, the following features/capability:

C14.2 Automatic Mains Failure Control

This system shall sense the relevant voltage, control the automatic and manual starting/stopping operation as well as all the specified load changeover operations as specified. A “no-break” on mains return is to be provided. The controller is to be as “Deepsen” or equal and approved.

C14.3 "OFF"- "AUTO" - "MANUAL" - "TEST" Mode Selector Switch

This shall provide the following facilities:

(i) "OFF" position : set will be entirely inoperative and isolated.

(ii) "AUTO" position : set will automatically start/stop depending on the status of the mains supply.

(iii) "MANUAL" position : set will start manually (push button) for maintenance allowing mains supply to load but will not transfer the load in the event of power failure.
(iv) "TEST" position: set will start automatically bypassing the automatic control to test the starting sequence and alarm circuitry without switching onto the standby busbars. However, in the event of power failure the generator has to take the load.

C14.4 Alarm/Shut Down System for Fault Conditions

This system shall consist of a set of alarm annunciators and shutdown devices with test facilities. Any faulty condition in the system shall cause a visual alarm with clear indication of the specific fault. The visual alarm must persist until the faulty condition is rectified.

An audible alarm shall also be activated but it must be possible to cancel it by a "cancel" push button.

Certain fault conditions as listed below shall cause the automatic shutdown of the generator when the fault reaches preset (adjustable) values.

C15 ACCEPTANCE OF LOAD

The time from the initiating of the starting operation of the engine and the switching of the total essential load to standby supply shall not exceed 20 seconds.

This shall be set at time of Commissioning and witnessed at factory acceptance tests. The Engineer is to be notified of these tests and attend at his discretion. In the case that the factory is in a different town, the tenderers shall allow for the travelling cost of the Engineer and Robben Island Museum Representative.

C16 MAINS CABLES

The connection of the mains cables to the genset shall be undertaken by the generator supplier. Tenderers are to allow for lifting up of the existing paving cobbles, installation of 110mmØ PVC sleeve in which the cables will be installed and making good.

The following cables are to be taken from the load side of the meters in the Main and Meter db to the generator and back from the changeover panel to the main db:

<table>
<thead>
<tr>
<th>DB fed</th>
<th>PVC PVC SWA PVC Cable</th>
</tr>
</thead>
<tbody>
<tr>
<td>Existing DB</td>
<td>8 x 120mm², single core</td>
</tr>
<tr>
<td>c/o Panel</td>
<td>2 x 120mm², 4 core</td>
</tr>
<tr>
<td>c/o Panel</td>
<td>2 x 4mm², 4 core</td>
</tr>
<tr>
<td>c/o Panel</td>
<td>1 x 2.5mm², 7 core</td>
</tr>
</tbody>
</table>

The successful tenderer shall take photos of the existing conditions of the paving, and the entire route of the new cables to the existing distribution boards as status core records, before embarking on the new works.
Tenderers must allow for supply and installation of cable rack from the point of entering into the Nelson Mandela Building fire escape passage to the existing infrastructure to the existing DB.

The bottom section of the existing vent louver shall be modified, where a cover plate shall be inserted to accommodate the penetration for the new cables.

C17 CABLE AND WIRING

All cabling, wiring, piping, cable trays, etc. required to interconnect the various components of the system shall be supplied and installed under this Contract. All trenches and sleeves are to be provided by the Generator contractor.

C18 SITE LIAISON

Tenderers are to note that NO other contract will be running in parallel to this contract. Close liaison with the Employer’s representative will be required to ensure the success of this project. Tenderers must also allow for regular Site Visits and liaison with the Engineer.

C19 PAINTING

The complete Standby Plant shall be painted to the satisfaction of the Engineer. This shall be suitable for coastal environments and paint thickness shall be a minimum of 125 micron cover.

All fixings, hinges, locks and the like are to be of 316 grade stainless steel.

C20 DEEP SEA ELECTRONICS COMMUNICATION

The Deep Sea Electronics (DSE) Communication GSM Module shall be provided to the control panel of the standby generator to ensure communication by an SMS notification to the Robben Island Museum (RIM) representatives and any other parties as deemed necessary by RIM to receive the following:

- Diesel standby generator running
- Low fuel
- Common alarm
- Alarm on canopy door opening.

C21 TESTING AND COMMISSIONING

The genset shall be load tested at the suppliers premises in the presence of the Engineer. Should this testing be undertaken outside of the Western Cape Province, the tenderer shall allow for the price of a return air ticket and oneday car hire for this inspection. On site testing and commissioning shall also take place in the presence of the Engineer.

On completion and handover, three (3) sets of Operating and Maintenance Manuals and "As Built Drawings" shall be handed over to the Engineer.
As part of the O&M documentation, a valid Certificate of Compliance (COC) is to be included. As part of the “functionality criteria” the details are to be provided.

C22 PROPOSED STANDARD MAINTENANCE CONTRACT

The Tenderers shall submit separately a quotation for a five (5) year maintenance costing plan. The maintenance plan shall include but not limited to the items listed hereunder:

a) Minor Service

Minor services consist of services carried out at 3 monthly intervals with the following checks being carried out:

- Batteries and battery charger
- Turbo hoses
- Fuel hoses
- Water hoses
- Oil and coolant levels
- Oil and coolant levels if necessary (with Client’s provided oil and coolant)
- Fan belt tension and condition
- Radiator fans for cleanliness
- DC and AC connections
- Clean air filters if necessary
- Test run set off load and check for leaks
- Record all data
- Clean canopy
- Fill in log book and any defects shall be reported and quotations submitted to rectify any faults

b) Major Service

Major servicing will be carried out every 12 months or once the set has done 250 hours whichever comes first.

A major service covers everything carried out in a minor service plus an oil change, fuel and air filter change (all oil and filters will be disposed by the generator contractor).
### SECTION D

**D1  SCHEDULE OF TECHNICAL INFORMATION AND MAKES**

**DIESEL STANDBY PLANT**

1. **350 kVA STANDBY PLANT**

A. **Engine and Ancillary Equipment**

.1 Manufacturer

.2 Place of Manufacture

.3 Manufacturer's Engine Model No

.4 Name of Engine Agencies in RSA

.5 Continuous sea level rating after reduction for fan and/or ancillaries

.6 Continuous site net rating at specified conditions

.7 Percentage of rated load that may be applied as a step load

.8 Balance of load to be applied after

.9 Nominal speed

.10 Number and arrangement of the cylinders

.11 Is engine fitted with an intercooler?

.12 Fuel Consumption

(a) Full Load

(b) 3/4 Full Load

(c) 1/2 Full Load

---

**SIGNATURE:** .................................................................

**COMPANY:** .......................................................................

**DATE:** .............................................................................
D2

.13 Air quantity required for adequate cooling of engine and generator at site conditions ........................................... m³/h

.14 Air quantity required for combustion at full load at site atmospheric conditions ........................................... m³/h

.15 Is a turbocharger fitted? ...........................................

.16 Is a jacket water heated fitted? ...........................................

.17 If so, make and type of jacket water heater fitted ...........................................

.18 Rating of jacket water heater ...........................................

.19 State make and class of engine governor ...........................................

.20 Recommended interval, in engine running hours, for:

(a) Air filter oil change ........................................... hrs

(b) Oil filter element change ........................................... hrs

(c) Lubricating oil change ........................................... hrs

SIGNATURE: ........................................................................................................

COMPANY: ........................................................................................................

DATE: ........................................................................................................
B. Generator and Ancillary Equipment

.1 Manufacturer ...........................................

.2 Country of Origin .....................................

.3 Manufacturer's Generator Model No. ....................

.4 Continuous sea level rating at 0.8 PF lagging ............... kVA

.5 Continuous site rating at 0.8 PF lagging ................. kVA

C. Standby Plant Switchboard

.1 Manufacturer ...........................................

.2 Is Board floor, wall mounted or set mounted? .............

.3 Make and rating of Generator ACB ......................

Canopy & Acoustic Details

D. ..........................................................

SIGNATURE: ........................................................................

COMPANY: ........................................................................

DATE: ........................................................................
E. **Starter and Control Battery**

1. Manufacturer ........................................

2. Country of Origin .................................

3. Manufacturer's Battery Type No ................

4. Ampere hour rating of battery .................... Ah

5. Battery voltage (as supplied across starter motor) .................. Volts

F. **Dimensions and Masses**

1. **Engine Generator and Skid Base Unit**

This shall include the radiator but shall exclude radiator ducting, exhaust gas pipework, etc.

(a) Overall length ................................. m

(b) Overall width ................................. m

(c) Overall height ................................. m

(d) Mass in operating condition with full oil sump and radiator .................. kg

G. **Delivery Periods**

**Delivery**

Diesel/Alternator Set ........................................

**SIGNATURE:** ..................................................................................

**COMPANY:** ..................................................................................

**DATE:** .....................................................................................
SECTION D2: SCHEDULE OF DEPARTURE FROM SPECIFICATION

Any departure from this Specification must be listed by the Tenderer in the space below. Any sheets shall be of the same form, and attached to this page. The Tenderer must sign this page together with any further sheets. If there are no departures, the Tenderer must state NIL on this page and sign the page. All items not detailed on this page shall be deemed to comply with this Specification or will be altered or replaced to meet this Specification at no extra cost.

<table>
<thead>
<tr>
<th>PART Nº</th>
<th>REFERENCE</th>
<th>CLAUSE Nº</th>
<th>DEPARTURES</th>
</tr>
</thead>
</table>

SIGNATURE: ...........................................................................................................

COMPANY: ...................................................................................................................

DATE: .........................................................................................................................
SECTION D3: CURRENCY EXCHANGE RATES

Tenderers are to enter below the applicable currency exchange rates for all major imported items.

<table>
<thead>
<tr>
<th>Equipment Description</th>
<th>Country of Origin</th>
<th>Rand Exchange Rate</th>
</tr>
</thead>
</table>

Only equipment listed above will be considered for any exchange rate variation claim.
SECTION E: EVALUATION CRITERIA

1. The evaluation process comprises of the following phases:

(a) Phase 1: Evaluation in terms of the stipulated minimum threshold for local production and content

2.1 Bidders must comply with the local contents requirements threshold limits as determined by the Department of Trade and Industry.
N.B: Please refer to the attached National Treasury Designated Sectors Instruction Number 5 of 2016/2017

2.2 The Declaration Certificate for Local Production and Content (SBD 6.2) together with the Annex C (Local Content Declaration: Summary Schedule) must be completed, duly signed and submitted by the bidder at the closing date and time of the bid.

(b) Phase 2: Evaluation process – Submission of compulsory proposal requirements by bidders and compliance to specification

2.1 The first phase of evaluation is checking and verification of all the mandatory documents to be submitted by the bidders and compliance to specification.
2.2 Bidders are required to comply by the bidder requirements mentioned above.
2.3 Certified copies or original documents will be accepted.
2.4 Companies that do not comply with the bid requirements will be regarded as non-responsive and will be disqualified from this stage and won’t be evaluated further.

2.5 Bidders must comply with the following compulsory proposal requirements:

The Service providers must comply with the following bid requirements, failing which the bid will not be considered:

2.5.1 The service provider must be registered and be active with the Construction Industry Development Board (CIDB) and have a CIDB contractor grading designation of 2EB/EP/ME or higher;
2.5.2 The service provider must provide a valid letter of good standing for Compensation for Occupational Injuries and Diseases Act (COIDA) from Department of Labour;
2.5.3 Submit a health and safety plan specific to the scope of work showing the understanding of the work; and
2.5.4 The Service provider must submit valid Trade Test or valid Wireman Licence for the resource that will be responsible for the Commissioning (cabling).

NB:

Bidders must be registered on the Central Supplier Database (CSD)
(c) Phase 3: Pre-qualification phase in terms of the Functionality Criteria:

3.1 Bids will be strictly assessed according to the bid evaluation criteria stipulated in this Evaluation methodology. During this phase, a cut-off point of 75 points out of 100 points (for functionality) will be used in the process. A bidder must at least score 75 points or above in order to progress to the next phase.
3.2 Bidders must, as part of their bid documents, submit supportive documentation for all technical requirements as indicated hereunder. For meaningful evaluation, bidders must substantiate information provided under functionality criteria.
3.3 All proposals received will be subjected to assessment based on the criteria as set out in the functionality criteria.
3.4 Bidders that do not score the minimum benchmark will be regarded as non-responsive and will not be evaluated further.

<table>
<thead>
<tr>
<th>No.</th>
<th>CRITERIA</th>
<th>Criterion Weight</th>
<th>GUIDELINES FOR CRITERIA APPLICATION</th>
<th>Refer to page and paragraph no in bid proposal</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.2.1</td>
<td><strong>TRACK RECORD/EXPERIENCE:</strong></td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>Number of years the tendering entity has been in existence as a generator installer</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Two (2) years or less</td>
<td>= 0 points</td>
<td>Company profile must be submitted indicating where generators has been installed with timelines and contactable reference</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Three to Four (3-4) years</td>
<td>= 15 points</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Five (5) and more years</td>
<td>= 25 points</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2.2</td>
<td><strong>REFERENCE LETTERS</strong></td>
<td>25</td>
<td>Reference letters</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Submit three (3) or more written referrals (signed and dated with contact details) from three (3) different clients where the service provider has installed generators of greater than 300Kva</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>0 reference letter</td>
<td>= 0 points</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1 to 2 reference letters</td>
<td>= 15 points</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3 or more reference letters</td>
<td>= 25 points</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
1.2.3 CVs OF KEY RESOURCES

Provide CVs of the key resources to be employed full time on this contract and in key supporting roles.

Points will be awarded for the resources who have the experience in the following areas:

- Standby Generator installations = 4 points;
- Design of Generator layouts and control panels = 4 points;
- Electrical works = 4 points;
- Mechanical works = 4 points;
- Overall project management and control specifically in Standby Generator installation = 4 points;

20

Curriculum Vitae (CVs) must be attached clearly indicating in which field the resource is experienced (points listed as per 1.2.3)

1.2.4 SUBMISSION OF DESIGNS & DOCUMENTATION

The following documentations must be provided in order to claim the below points:

- General arrangement details = 5 points
- Control panel details (wiring diagram) = 5 points
- Acoustic treatment details = 5 points
- Electrical installation details = 5 points

20

Proposals and diagrams
1.2.5 **FINANCIAL VIABILITY:**

The solvency, liquidity and the profitability of the service provider will be assessed—please submit the latest signed audited/reviewed annual financial statements with comparative figures.

Solvency \((Total\ Assets/Total\ Liabilities)\)  
= 3 points

Liquidity \((Current\ Assets/Current\ Liabilities)\)  
= 3 points

Profit making position  
= 4 points

<table>
<thead>
<tr>
<th>Total Maximum Points</th>
<th>100</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Minimum Threshold</td>
<td>75</td>
</tr>
</tbody>
</table>

(d) Phase 4: Evaluation on price and the preference procurement points system

1.3.1. **PREFERENTIAL POINTS**

1.3.1.1 The new Preferential Procurement Policy Framework Act 2000 (PPPFA) Regulations were gazetted on 8 June 2011 (No. 34350) and effective from 7 December 2011. These regulations require the bidder to submit valid original or certified copies of their B-BBEE Status Level Certificate from SANAS accredited verification agency and accredited Auditing firm. The 80/20 preference point (80 for price and 20 for B-BBEE status contribution) system will be applied in accordance with the formula and applicable points provided for in the perspective status level contributor table in the Regulations.
<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points (80/20 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>18</td>
</tr>
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<td>3</td>
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<td>7</td>
<td>4</td>
</tr>
<tr>
<td>8</td>
<td>2</td>
</tr>
<tr>
<td>Non-Compliant contributor</td>
<td>0</td>
</tr>
</tbody>
</table>

a. Failure to capture the required status level on the SBD 6.1 and to submit the required B-BBEE status level certificate/sworn affidavit will lead to a zero (0) B-BBEE Status level contribution.

b. The points scored by the bidder in respect of the points indicated above will be added to the points scored for price when comparing quotations received.

c. Bidders are requested to complete the various preference claim forms in order to claim preference points.

d. Only bidders who have completed and signed the declaration part of preference claim form will be considered for B-BBEE status.

e. Supply Chain Management may, before a bid/quotation is adjudicated or at any time, require a bidder to substantiate claims it has made with regards to B-BBEE status.

f. The bid/quotation will be awarded to the company that score the highest points when comparing quotations.

g. In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of points for B-BBEE status. Should two or more bids be equal in all respects, the award shall be decided by drawing of lots.

h. A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points when comparing quotations.
SECTION F: BRIEFING SESSION & CLOSING DATE

Please be advised that the compulsory briefing session will take place on the 19th of October 2018 at 11h00, at the Nelson Mandela Gateway Building, Auditorium, Robben Island Museum, V & A Waterfront, Cape Town. (No Bid documents will be available after the compulsory briefing session)

Directions: Cape Town, V & A Waterfront: Nelson Mandela Gateway Building next to Clock Tower Building.

NOTE: BID DOCUMENTS WILL BE AVAILABLE AS FROM 8 OCTOBER 2018

CLOSING DATE FOR SUBMISSION OF BIDS: 5 NOVEMBER 2018 AT 11H00

All Bids related enquiries must be directed to:

Ms. Petronella Madikane, Supply Chain Management, Tel: 021 413 4265, e-mail: patm@robben-island.org.za

All Technical related enquiries must be directed to:

Ms. Linda Penicela, Infrastructure & Facilities Management Department on 021 409 5100 or lindap@robben-island.org.za

AUTHORISED SIGNATURE OF TENDERER

Date: .................................................................

Number of additional pages appended by the tenderer to this Schedule: ...........................(If nil, enter NIL)
GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010
GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
    July 2010

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.
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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the
1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 “Project site,” where applicable, means the place indicated in bidding documents.

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such
obligations of the supplier covered under the contract.

1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier’s failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser’s country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier’s or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier’s performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or
analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods’ final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser’s personnel, at the supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser’s specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take
such remedial action as may be necessary, at the supplier’s risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser’s request for bid validity extension, as the case may be.

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser’s prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier’s performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier’s notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier’s time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the
supplier’s point of supply is not situated at or near the place where the supplies are required, or the supplier’s services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier’s expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
(b) if the Supplier fails to perform any other obligation(s) under the contract; or
(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any
person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
(i) the name and address of the supplier and / or person restricted by the purchaser;
(ii) the date of commencement of the restriction
(iii) the period of restriction; and
(iv) the reasons for the restriction.

These details will be loaded in the National Treasury’s central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person’s name be endorsed on the Register for Tender Defaulters. When a person’s name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which
may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.