



public works  
& infrastructure

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

Private Bag X9027, Cape Town, 8001, tel. no 021 402 2154, Customs House Building,  
Lower Heerengracht Street, Foreshore, Cape Town, 8000

# TENDER DOCUMENT

## INVITATION TO TENDER FOR:

CAPE TOWN: MODERNISATION, REPAIRS AND MAINTENANCE OF  
LIFTS:AREA-A

## FOR THE PROJECT:

REFERENCE NO:

TENDER NO: CPT1004/23

**ADVERT DATE: 13 DECEMBER 2023**

**BID CLARIFICATION MEETING: 17 JANUARY 2024**

**CLOSING DATE: 31 JANUARY 2024**

Name of tenderer: .....

ISSUED BY:  
THE DIRECTOR-GENERAL  
DEPARTMENT OF PUBLIC WORKS



## CAPE TOWN: MODERNISATION, REPAIRS AND MAINTENANCE OF LIFTS:AREA-A

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

PA-04 (EC) NOTICE AND INVITATION TO TENDER

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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

<b>Project title:</b>	CAPE TOWN: MODERNISATION, REPAIRS AND MAINTENANCE OF LIFTS:AREA-A
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<b>Tender no:</b>	CPT1004/23	<b>Reference no:</b>	
<b>Advertising date:</b>	13 DECEMBER 2023	<b>Closing date:</b>	31 JANUARY 2024
<b>Closing time:</b>	12h00	<b>Validity period:</b>	84 Calendar days

### 1. REQUIRED CIDB GRADING

It is estimated that tenderers should have a CIDB contractor grading designation of **8 SI** or **Not applicable** **Not applicable\*** or higher.

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

It is estimated that potentially emerging enterprises should have a CIDB contractor grading designation of **Not applicable** **Not applicable PE** or **Not applicable** **Not applicable PE\*** or higher.

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

### 2. FUNCTIONALITY CRITERIA APPLICABLE YES ☐ NO ☒

**Note 1:** Failure to meet minimum functionality score will result in the tenderer being disqualified.

Functionality criteria <sup>1</sup> :	Weighting factor:
NOT APPLICABLE	N/A
	N/A
	N/A
	N/A
	N/A
	N/A
	N/A
	N/A
	N/A
	N/A
<b>Total</b>	<b>100 Points</b>

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

<b>Minimum functionality score to qualify for further evaluation:</b>	N/A
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(Total minimum qualifying score for functionality is 50 Percent, any deviation below or above the 50 Percent, provide motivation below)

<sup>1</sup>The points allocated to each functionality criterion should not be generic but should be determined separately for each tender on a case by case basis.

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

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

<input type="checkbox"/> Method 1 (Financial offer)	<input checked="" type="checkbox"/> Method 2 (Financial and Preference offer)
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**3.1. Indicate which preference points scoring system is applicable for this bid:**

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

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

1	<input checked="" type="checkbox"/>	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	<input checked="" type="checkbox"/>	Tender offer must be properly received on the tender closing date and time specified on the invitation, completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	<input checked="" type="checkbox"/>	Use of correction fluid is prohibited.
4	<input checked="" type="checkbox"/>	Submission of a signed bid offer as per the DPW-07 (EC).
5	<input checked="" type="checkbox"/>	Submission of DPW-09 (EC): Particulars of Tenderer's Projects.
6	<input checked="" type="checkbox"/>	Bidders must comply with DPW-21 (EC): Record of Addenda to tender documents, if any.
7	<input checked="" type="checkbox"/>	Submission of DPW-16 signed by the authorised official and completion of bid briefing attendance register. Due to the magnitude, complexity, and OHS regulations of the project, the compulsory bid clarification meeting will be a contact meeting to clarify the scope of work and to explain the procurement processes to the bidders.
8	<input checked="" type="checkbox"/>	The tenderer shall submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.
9	<input type="checkbox"/>	The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender.

10	<input checked="" type="checkbox"/>	<p><b>RESOURCES:</b></p> <p>The Department requires the services of a team leader registered as a Registered Lift Inspector with the Engineering Council of South Africa (ECSA). The bidder must submit the Curriculum Vitae and proof of registration. Team Leader must have a minimum of 5 years' experience in the lift Industry &amp; baseline determination, Training credentials, and Continued Professional Development in the Lift Industry.</p> <p>The Department requires the services of Qualified "competent lift mechanics" as contemplated in the Occupational Health and Safety Act, Act 85 of 1993. The bidder must submit the Curriculum Vitae (CV), qualifications, registration(s) and proof of competency certificate of a Qualified "competent lift mechanic" with a minimum of 3 years' experience.</p> <p>The Department requires the service of a team member to be registered with the SACPCMP as a Construction Health and Safety Officer. The bidder is to submit the CV, Qualification, and proof of registration with the SACPCMP as a Construction Health and Safety Officer in accordance with the Occupational Health and Safety Act and Regulations with a minimum of 3 years' experience.</p>
11	<input type="checkbox"/>	
12	<input type="checkbox"/>	
13	<input type="checkbox"/>	
14	<input type="checkbox"/>	
15	<input type="checkbox"/>	

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

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

1	<input checked="" type="checkbox"/>	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's.
2	<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	<input checked="" type="checkbox"/>	All parts of tender documents submitted must be fully completed in ink and signed where required.
4	<input checked="" type="checkbox"/>	Submission of (PA-11): Bidder's disclosure
5	<input type="checkbox"/>	Submission of PA-16.1 (EC): Ownership Particulars
6	<input checked="" type="checkbox"/>	Submission of documentation relating to <b>risk assessment criteria</b> as contained in C 2.1 of DPW-03 Tender Data.
7	<input checked="" type="checkbox"/>	Submission of (PA 40): Declaration of Designated Groups.
8	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD). Insert the Supplier Registration Number on the form of offer, including proposed sub-contractors if any
9	<input checked="" type="checkbox"/>	Data provided by the tenderer in Part 2 of DPW-04 Contract Data (JBCC 2018) or DPW-05 Contract Data (GCC 2015) whichever applicable to be fully completed.
10	<input type="checkbox"/>	The tenderer shall submit his fully priced Bills of Quantities (complete document inclusive of all parts) within 14 calendar days from request.
11	<input checked="" type="checkbox"/>	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
12	<input checked="" type="checkbox"/>	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
13	<input type="checkbox"/>	Specify other responsiveness criteria
14	<input type="checkbox"/>	Specify other responsiveness criteria
15	<input type="checkbox"/>	Specify other responsiveness criteria
16	<input type="checkbox"/>	Specify other responsiveness criteria
17	<input type="checkbox"/>	Specify other responsiveness criteria
18	<input type="checkbox"/>	Specify other responsiveness criteria

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

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

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



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

**Table 1**

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> <li>Official Municipal Rates Statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Any account or statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Lease Agreement which is in the name of the bidder.</li> </ul>
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>Medical Certificate indicating that the disability is permanent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.</li> </ul> <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</p>

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5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> <li>ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
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**8.2. For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 2 below are applicable.**

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

**Table 2**

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> <li>Official Municipal Rates Statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Any account or statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Lease Agreement which is in the name of the bidder.</li> </ul>
3.	An EME or QSE or any entity which is at least 51% owned by black women (mandatory)	2	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
4. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>Medical Certificate indicating that the disability is permanent.</li> </ul>

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	OR			Or <ul style="list-style-type: none"> <li>South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.</li> </ul> Or National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).
		5. <input checked="" type="checkbox"/> An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> <li>ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>

**Black people** mean Africans, Coloureds and Indians, who - (a) are citizens of the Republic of South Africa by birth or descent; or (b) became citizens of the Republic of South Africa by naturalisation - (i) before 27 April 1994; or (ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date. (BROAD-BASED BLACK ECONOMIC EMPOWERMENT ACT No 25899, 2003 of 9 JANUARY 2004).

## 6. BID EVALUATION METHOD

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

<input type="checkbox"/> 80/20 Preference points scoring system	<input checked="" type="checkbox"/> 90/10 Preference points scoring system	<input type="checkbox"/> Either 80/20 or 90/10 Preference points scoring system
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In case where below/above R 50 000 000 is selected, the lowest acceptable tender will be used to determine the applicable preference point system.

## 7. ELIGIBILITY IN RESPECT OF RISK TO THE EMPLOYER:

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

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

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

## 7.1 Technical risks:

### Criterion 1: Experience on comparable projects during the past 10 years.

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

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

### Criterion 2: Contractual commitment and quality of performance on comparable projects during the past 10 years.

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

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

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

### Criterion 3: Suitably qualified and appropriately experienced human resources

Allocation of suitably qualified and appropriately experienced human resources, both in respect of principals and/or other staff (contract manager, site agent, site foreman including other professional, technical and/or administrative) of the tendering Service Provider to the project, as proof that the tendering Service Provider will be able to react/respond appropriately to the Services required herein. The Company Organogram with CV's and certified ID's of all principals and employed workforce as well as proof of Professional Registration

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will be verified. Current and future workload of the tenderer in relation to capacity and capability will also be considered. The tenderer should demonstrate that he or she possesses the necessary professional and technical qualifications and -competence in relation to the scope of work and work to be undertaken.

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

✓

If applicable, submission of confirmation of <sup>DPW 16 (EC)</sup>~~DPW 16.1 (PSB)~~ attendance of compulsory bid clarification meeting or proof of attending the compulsory virtual meeting by a suitably qualified and experienced representative of the tenderer in terms of PA-04 (EC): Notice and Invitation to Tender.

**7.2 Commercial risks:**

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

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

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

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

(a)	Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	<b>Not applicable</b>
(b)	Minimum Targeted Local Building Material Suppliers Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	<b>Not applicable</b>
(c)	Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	<b>Not applicable</b>
(d)	<b>cidb BUILD Programme:</b> Minimum Targeted Enterprise Development Contract Participation Goal in accordance with the cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	<b>Not applicable</b>

(e)	<b>cidb BUILD Programme:</b> Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 48491 of 28 April 2023 and the cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.– Condition of Contract	<b>Applicable</b>
(f)	DPWI National Youth Service training and development programme (NYS) – Condition of Contract.	<b>Applicable</b>
(g)	Labour Intensive Works – Condition of Contract.	<b>Not applicable</b>
(h)		<b>Select</b>
(i)		<b>Select</b>

## 9. COLLECTION OF TENDER DOCUMENTS

- ☒ Bid documents are available for free download on e-Tender portal [www.etenders.gov.za](http://www.etenders.gov.za)
- ☒ Alternatively; Bid documents may be collected during working hours at the following address  
**CUSTOMS HOUSE, DPWI OFFICES, HEERENGRACHT BUILDING, FORESHORE, CAPETOWN.** A non-refundable bid deposit of R 800 is payable (cash only) on collection of the bid documents.

## 10. SITE INSPECTION MEETING

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

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

<b>Venue:</b>	3RD FLOOR DOME, CUSTOMS HOUSE, DPWI OFFICES, HEERENGRACHT BUILDING, FORESHORE, CAPETOWN		
<b>Virtual meeting link:</b>	N/A		
<b>Date:</b>	17 JANUARY 2024	<b>Starting time:</b>	11h00

## 11. ENQUIRIES

11.1. Technical enquiries may be addressed to:

<b>DPWI Project Manager</b>	Trishen Sookraj	<b>Telephone no:</b>	021 402 2069
<b>Cellular phone no</b>	066 195 6849	<b>Fax no:</b>	N/A
<b>E-mail</b>	Trishen.Sookraj@dpw.gov.za		

11.2. SCM enquiries may be addressed to:

<b>SCM Official</b>	Riana Mouton	<b>Telephone no:</b>	021 402 2076
<b>Cellular phone no</b>		<b>Fax no:</b>	N/A
<b>E-mail</b>	Riana.Mouton@dpw.gov.za		

## 12. DEPOSIT / RETURN OF TENDER DOCUMENTS

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

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

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

<p><b>Tender documents may be posted to:</b></p> <p>The Director-General Department of Public Works and Infrastructure Private Bag X</p> <p><b>Attention:</b> <b>Procurement section: Room</b></p>	<p><b>OR</b></p>	<p><b>Deposited in the tender box at:</b></p> <p>GROUND FLOOR, Tender Box at Main Entrance Customs Building Heerengracht Ave Foreshore Cape Town</p>
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Public Works and Infrastructure  
REPUBLIC OF SOUTH AFRICA

DPW-03 (EC) TENDER DATA

## DPW-03 (EC): TENDER DATA

<b>Project title:</b>	<b>CAPE TOWN: MODERNISATION, REPAIRS AND MAINTENANCE OF LIFTS:AREA-A</b>
<b>Reference no:</b>	

<b>Tender / Quotation no:</b>	<b>CPT1004/23</b>	<b>Closing date:</b>	<b>31 JANUARY 2024</b>
<b>Closing time:</b>	<b>11:00</b>	<b>Validity period:</b>	<b>12 Weeks (84 Calendar days)</b>

<b>Clause number:</b>	
	<p>The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement as per Government Notice No. 423 published in Government Gazette No. 42622 of 8 August 2019 and as amended from time to time. (see <a href="http://www.cidb.org.za">www.cidb.org.za</a>).</p> <p>The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.</p> <p>Each item of data given below is cross-referenced to the clause marked "C" in the above mentioned Standard Conditions of Tender.</p>
<b>C.1.1</b>	The employer is the Government of the Republic of South Africa in its Department of Public Works and Infrastructure.
<b>C.1.2</b>	<p>For this contract the three volume approach is adopted.</p> <p>This procurement document has been formatted and compiled under the headings as contained in the CIDB's "Standard for Uniformity in Construction Procurement."</p> <p>The three volume procurement document issued by the employer comprises the following:</p> <p>Volume 1: Tendering procedures T1.1 - Notice and invitation to tender (PA-04 EC) T1.2 - Tender data (DPW-03 EC)</p> <p>Volume 2: Returnable documents T2.1 - List of returnable documents (PA-09 EC) C1.1 - Form of offer and acceptance (DPW-07 EC) C1.2 – Contract Data T2.2 - Returnable schedules</p> <p>Volume 3: Contract Part C1: Agreement and contract data C1.2 - Contract data (Part 1: Data provided by employer) (DPW-04 EC or DPW-05 EC) C1.3 - Form of guarantee (DPW-10.1 EC / DPW-10.3EC or DPW-10.2 EC/DPW-10.4 EC)</p> <p>Part C2: Pricing data C2.1 - Pricing Assumptions (PG-02.2 EC or PG-02.1EC) C2.2 - Bills of Quantities / Lump sum document (if not a returnable document)</p> <p>Part C3: Scope of work C3 - Scope of work (PG-01.2 EC or PG-01.1EC)</p> <p>Part C4: Site information C4 - Site information (PG-03.2 EC or PG03.1EC)</p>



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C.1.4	The Employer's agent is:	
	Name:	<b>DFR KWAKUDI</b>
	Capacity:	<b>Select</b>
	Address:	<b>CRN MITCHELL &amp; CATHEDRAL, GEORGE, 6259</b>
	Tel:	<b>044 050 3703</b>
	Fax:	<b>044 050 3703</b>
	E-mail:	<b>deon@dfreng.co.za/louw@dfreng.co.za/george@dfreng.co.za</b>

C.2.1 C.3.11	<b>A. <u>ELIGIBILITY IN RESPECT OF CIDB REGISTRATION:</u></b>
	<p>The following tenderers who are registered with the CIDB, or are *capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated (* tenderers who are capable of being so registered, or who have applied for registration but have not yet received confirmation of such registration, must provide, <u>with this tender</u>, acceptable documentary proof thereof):</p> <ul style="list-style-type: none"> <li>a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a <b>8 SI</b> or <b>Not applicable Not applicable**</b> class of construction work; and</li> <li>b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above: <b>Not applicable</b></li> </ul> <p>Joint ventures are eligible to submit tenders provided that:</p> <ul style="list-style-type: none"> <li>1. every member of the joint venture is registered with the CIDB;</li> <li>2. the lead partner has a contractor grading designation in the <b>8 SI</b> or <b>Not applicable Not applicable**</b> class of construction work; and</li> <li>3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations for a <b>8 SI</b> or <b>Not applicable Not applicable**</b> class of construction work</li> </ul> <p><b>** Delete "or select tender value range select class of construction works" where only one class of construction works is applicable</b></p>
<p>A contract will be entered into with a tenderer who has in his employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff: <b>Not applicable</b></p>	

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**C. FUNCTIONALITY WEIGHTING APPLICABLE TO THIS BID:**

**Note:** Failure to meet minimum functionality score will result in the tenderer being disqualified.

Functionality Criteria	Weighting Factor
NOT APPLICABLE	
<b>Total</b>	<b>100 Points</b>

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

Minimum functionality score to qualify for further evaluation:	N/A
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**D. METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS**



**D1. For procurement transaction with rand value greater than R2 000,00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed below are applicable.**

**Table 1**

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> <li>Official Municipal Rates Statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Any account or statement which is in the name of the bidder.</li> </ul> <p>Or</p>



			<ul style="list-style-type: none"> <li>Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Lease Agreement which is in the name of the bidder.</li> </ul>
3.	An EME or QSE which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
4.	An EME or QSE which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>Medical Certificate indicating that the disability is permanent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>National Council for Persons with Physical Disability in South Africa registration (NCPDPA).</li> </ul>
5.	An EME or QSE which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> <li>ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>

**D2. For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable.**

**Table 2**

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> <li>Official Municipal Rates Statement which is in the name of the bidder</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Any account or statement which is in the name of the bidder.</li> </ul> <p>Or</p>



			<ul style="list-style-type: none"> <li>• Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>• Lease Agreement which is in the name of the bidder.</li> </ul>
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> <li>• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> <li>• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>• Medical Certificate indicating that the disability is permanent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>• South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.</li> </ul> <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</p>
5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> <li>• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>



**D3. For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 2 below are applicable.**

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

**Table 3**

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted in bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	<ul style="list-style-type: none"> <li>• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>



	2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> <li>Official Municipal Rates Statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Any account or statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Lease Agreement which is in the name of the bidder.</li> </ul>	
	3.	An EME or QSE or any entity which is at least 51% owned by black women (mandatory)	2	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>	
	4. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>Medical Certificate indicating that the disability is permanent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.</li> </ul> <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</p>	
	OR				
	5. <input checked="" type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> <li>ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>	

**Black people** mean Africans, Coloureds and Indians, who - (a) are citizens of the Republic of South Africa by birth or descent; or (b) became citizens of the Republic of South Africa by naturalisation - (i) before 27 April 1994; or (ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date. (BROAD-BASED BLACK ECONOMIC EMPOWERMENT ACT No 25899, 2003 of 9 JANUARY 2004).

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## **E. ELIGIBILITY IN RESPECT OF RISK TO EMPLOYER:**

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

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

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

### **E.1 Technical risks:**

#### **Criterion 1: Experience on comparable projects during the past 10 years.**

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

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

#### **Criterion 2: Contractual commitment and quality of performance on comparable projects during the past 10 years.**

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

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

1. The level of progress on current projects in relation to the project programme or, if such is not available/applicable, to the contractual construction period in general;
2. The degree to which previous projects have been completed within the contractual completion periods and/or extensions thereto, and the extend of penalties imposed;

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	<ol style="list-style-type: none"> <li>3. Project performance: time management &amp; programming of works, timeous ordering of materials and appointment of subcontractors;</li> <li>4. Financial management: payment to suppliers and cash flow problems;</li> <li>5. Quality of workmanship: extent of reworks and timeous attention to remedial works;</li> <li>6. Personnel resources: suitably qualified and experienced, turnover in site staff and labour force, specifically site manager and foreman;</li> <li>7. Personnel management: extent of labour disputes and ability to resolving labour disputes amicably;</li> <li>8. Sub-contractors: extent of turnover in subcontractors, general liaison and payment problems experienced;</li> <li>9. Contract administration: contractual aspects such as complying to laws and regulations, insurances, security, submission of required documentation timeously, reaction to written contract instructions, appointments of subcontractors, etc. as can generally be expected in standard/normal conditions of contract.</li> <li>10. Health &amp; Safety: adherence to regulations and compliance, and number of transgressions &amp; serious incidents.</li> <li>11. Plant &amp; equipment: sufficient resources on site and in time.</li> <li>12. Delays: extent of causing delays, submission of claims timeously, and abuse of or exaggerated delay claims.</li> <li>13. Final account: extent to which the contractor assisted in finalising the final account.</li> </ol> <p><b>Criterion 3: Suitably qualified and appropriately experienced human resources</b></p> <p>Allocation of suitably qualified and appropriately experienced human resources, both in respect of principals and/or other staff (contract manager, site agent, site foreman including other professional, technical and/or administrative) of the tendering Service Provider to the project, as proof that the tendering Service Provider will be able to react/respond appropriately to the Services required herein. The Company Organogram with CV's and certified ID's of all principals and employed workforce as well as proof of Professional Registration will be verified. Current and future workload of the tenderer in relation to capacity and capability will also be considered. The tenderer should demonstrate that he or she possesses the necessary professional and technical qualifications and -competence in relation to the scope of work and work to be undertaken.</p> <p><b>Criterion 4: Attendance of compulsory bid clarification meeting, if applicable</b></p> <p>DPW 16 (EC) DPW 16.1 (PSB)</p> <p>If applicable, submission of confirmation of DPW 16.1 (PSB) attendance of compulsory bid clarification meeting or proof of attending the compulsory virtual meeting by a suitably qualified and experienced representative of the tenderer in terms of PA-04 (EC): Notice and Invitation to Tender.</p> <p><b>E.2 Commercial risks:</b></p> <p>The financial viability assessment evaluates the risk over the life of the construction period, as to whether the tenderer will be able to deliver the goods and services which are specified in the contract and / or be able to fulfil guarantees or warranties provided for in the contract in order to complete the project successfully for the amount tendered.</p> <p>Aspects to be considered include but are not limited to, the respective rates tendered, bank rating, financial capability and capacity whether the tenderer has or has access to sufficient financial resources to deliver the goods or services described in the tender documentation (including fulfilling any guarantees or warranty claims), whether the tenderer is not subject to any current or impending legal action (either formal proceedings or notification of legal action) which could impact on the financial standing of the tenderer or the delivery of the goods or services, financial report from auditors as proof of current liquidity, and company or any parent company or investor guarantee/s and financial statements.</p>
C.2.7	For particulars regarding a pre-tender site inspection meeting, see Notice and Invitation to Tender T1.1

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C.2.12	<p>If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements. A tenderer may submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. Provided that the tenderer's main tender offer is according to specification and would under normal circumstances be recommended for acceptance, his alternative tender offer may also be considered for the purpose of the award of the contract.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.</p> <p>Alternative tender offer permitted: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>
C.2.13.2	<p>The list of Returnable Documents identifies which of the documents a tenderer must complete when submitting a tender offer. The tenderer must submit his tender offer by completing the Returnable Documents, signing the "Offer" section in the "Form of Offer and Acceptance" and delivering the Returnable Documents back to the Department.</p>
C.2.13.5	<p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as per Notice and Invitation to Tender T1.1.</p>
C.2.13.6 C.3.5	<p>A two-envelope procedure will not be followed.</p>
C.2.15	<p>The closing time for submission of tender offers is as per Notice and Invitation to Tender T1.1.</p>
C.2.16	<p>The tender offer validity period is as per Notice and Invitation to Tender T1.1.</p>
C2.16.3	<p>Omit the wording of the last sentence for those projects which are subject to CPAP</p>
C.2.18	<p>The tenderer will be required to submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts):</p> <p><input checked="" type="checkbox"/> Together with his tender; or <input type="checkbox"/> The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender and thereafter submit the fully completed Bills of Quantities within fourteen (14) calendar days of the date requested to do so prior to the award of the contract.</p>
C.2.19	<p>Access shall be provided for inspections, tests and analysis as may be required by the Employer.</p>
C.3.4.1 C.3.4.2	<p>The location for opening of the tender offers, immediately after the closing time thereof shall be at: <b>Customs House Building, Lower Heerengracht Street, Foreshore, Cape Town, Ground Floor</b></p>
C.3.8	<p>The words "responsive tender" and "acceptable tender" shall be construed to have the same meaning.</p>



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<b>C.3.9.3</b>	Omit the wording and replace with the following: "Notify the tenderer of all errors, omissions and/or rate imbalances that are identified in the tender offer and request the tenderer to, within a stipulated time, accept the total of prices as corrected in accordance with C.3.9.4."
<b>C.3.9.4</b>	Omit the wording of the first sentence and replace with the following: "In cases where tender offers contain errors, omissions and/or rate imbalances, these are to be corrected as follows:"
<b>C.3.9.4</b>	Add sub paragraph c) to C.3.9.4, as follows: "c) If the tenderer does not accept the corrected tender offer, or cannot reach consensus with the Employer on a corrected tender offer, the tender is to be classified as not acceptable/non responsive and removed from further contention."
<b>C.3.11.1</b>	The procedure for the evaluation of responsive tenders is Method 2: Financial Offer and Preference.
<b>C.3.13</b>	Add the following to sub paragraph a), as follows:  The tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) as a person prohibited from doing business with the public sector;
<b>C.3.17</b>	Provide to the successful tenderer one copy of the signed contract document.



public works  
& infrastructure

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Department:  
Public Works and Infrastructure  
REPUBLIC OF SOUTH AFRICA

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

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

Project title:	CAPE TOWN: MODERNISATION, REPAIRS AND MAINTENANCE OF LIFTS:AREA-A		
Tender / Quotation no:	CPT1004/23	Reference no:	
Receipt Number:			

### 1. RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

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

Tender document name	Number of pages issued	Returnable document
Form of Offer and Acceptance (DPW-07 EC)	4 Pages	Yes
Submission of Bidder's disclosure (PA-11)	3 Pages	Yes
Resolution of Board of Directors (PA-15.1) (if applicable)	1 Page	Yes
Resolution of Board of Directors to enter into Consortia or JV's (PA-15.2) (if applicable)	2 Pages	Yes
Special Resolution of Consortia or JV's (PA-15.3) (if applicable)	3 Pages	Yes
Preference points claim form in terms of the Preferential Procurement Regulations 2017 (PA – 16.1)	5 Pages	Yes
Declaration Certificate for Local Production and Content for designated sectors (PA – 36 and Annexure/s C)	N/A	Yes
Fully completed Declaration of Designated Groups for Preferential Procurement (PA 40)	2 Pages	Yes
Registration on National Treasury's Central Supplier Database (CSD).	-	Yes
Particulars of Tenderer's Projects (DPW-09 EC)	2 Pages	Yes
Site Inspection Meeting Certificate (DPW-16 EC) (if applicable).	1 Page	Yes
Record of attending compulsory virtual bid clarification / site inspection meeting (if applicable).	1 Page	N/A
Record of Addenda to tender documents (DPW-21 EC)	1 Page	Yes
Proof of 30% Subcontracting participation and related documents in terms of the Preferential Procurement Regulations 2017 (if applicable).	N/A	N/A
Fully Priced Bill of Quantities	11 Pages	Yes

\* In compliance with the requirements of the cidb SFU Annexure G

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## 2. ADDITIONAL RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

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

Tender document name	Number of pages issued	Returnable document
Any <u>additional</u> information required to complete a risk assessment (if applicable)	-	Yes
Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's .	N/A	Yes
Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.	N/A	Yes
Risk Assessment Criterion: Tender Data C2.1 of T1.2		Yes
Data by service provide (C1.2.3)		Yes
CSD Proof of registration & proposed list of subcontractors if any		Yes
SAPS fingerprints & fully completed security clearance application form		Yes
Submission of PA-16: Preference points claim forms in terms of the Preferential Procurement Regulations 2022 & A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Certificate issued by a SANAS accredited service provider.		Yes

## 3. RETURNABLE DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

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

Tender document name	Number of pages issued	Returnable document
Schedule of proposed sub-contractors (DPW-15 EC) (if applicable)	1 Page	Yes
Particulars of Electrical Contractor (DPW-22 EC) (if applicable)	1 Page	Yes
Mechanical / Electrical / Security Work material and equipment schedules (if applicable)	N/A Pages	Yes
Schedule for Imported Materials and Equipment (DPW-23 EC) (if applicable)	1 Page	Yes

## 4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

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

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

Tender document name	Number of pages issued	Returnable document
Priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts)	11 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

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

Tender / Quotation no: CPT1004/23

Tender document name	Number of pages issued	Returnable document
<b>Risk Assessment</b>	N/A Pages	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Technical Resources</b>	N/A Pages	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Maintenance Project Execution Program</b>	N/A Pages	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

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

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

Signed by the Tenderer

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



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DPW-07 (EC) FORM OF OFFER AND ACCEPTANCE

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

Project title:	CAPE TOWN: MODERNISATION, REPAIRS AND MAINTENANCE OF LIFTS:AREA-A		
Tender / Quotation no:	CPT1004/23	Reference no:	

### OFFER

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

**CAPE TOWN: MAINTENANCE, REPAIRS AND REFURBISHMENTS OF LIFTS IN VARIOUS GOVERNMENT BUILDINGS: AREA-A**

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

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

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

Rand (in figures) R .....

Rand (in words).....

The amount in words takes precedence over the amount in figures. The award of the tender may be subjected to further price negotiation with the preferred tenderer(s). The negotiated and agreed price will be considered for acceptance as **a firm and final offer**.

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

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

Company or Close Corporation:
.....
.....
And: Whose Registration Number is:
.....
And: Whose Income Tax Reference Number is:
.....
CSD supplier number:.....

OR

Natural Person or Partnership:
.....
.....
Whose Identity Number(s) is/are:
.....
Whose Income Tax Reference Number is/are:
.....
..
CSD supplier number:.....

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

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

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Effective date 5 July 2022






Tender / Quotation no:

<b>AND WHO IS (if applicable):</b>	
Trading under the name and style of: .....	
<b>AND WHO IS:</b>	
Represented herein, and who is duly authorised to do so, by:  Mr/Mrs/Ms: ..... In his/her capacity as: .....	<b>Note:</b> <b>A Resolution / Power of Attorney, signed by all the Directors / Members / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.</b>

**SIGNED FOR THE TENDERER:**

		
Name of representative	Signature	Date

**WITNESSED BY:**

Name of witness	Signature	Date

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

- The official documents ..... ☐  
The official alternative ..... ☐  
Own alternative (only if documentation makes provision therefore) ..... ☐

(N.B.: Separate Offer and Acceptance forms are to be completed for the main and for each alternative offer)

**SECURITY OFFERED:**

- (a) the Tenderer accepts that in respect of contracts up to R1 million, a payment reduction\*\* of 5% of the contract value (excluding VAT) will be applicable and will be deducted by the Employer in terms of the applicable conditions of contract
- (b) in respect of contracts above R1 million, the Tenderer offers to provide security as indicated below:
- (1) cash deposit of 10 % of the Contract Sum (excluding VAT) Yes ☐ No ☐
- (2) variable construction guarantee of 10 % of the Contract Sum (excluding VAT) Yes ☐ No ☐
- (3) payment reduction of 10% of the value certified in the payment certificate (excluding VAT) Yes ☐ No ☐
- (4) cash deposit of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) Yes ☐ No ☐
- (5) fixed construction guarantee of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) Yes ☐ No ☐

NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998) or Short-Term Insurance Act, 1998 (Act 35 of 1998)] or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.

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

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



**Tender / Quotation no:**

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

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

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

Fax No. ....

Postal address .....

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

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

CIDB Registration Number: .....

**ACCEPTANCE**

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

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

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

Part C2 Pricing data

Part C3 Scope of work

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

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

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

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

**For the Employer:**

Name of signatory	Signature	Date

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

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

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Tender / Quotation no:

<b>Name of Organisation:</b>	Department of Public Works and Infrastructure
<b>Address of Organisation:</b>	<b>HEERENGRACHT BUILDING, FORESHORE, CAPETOWN, 8000</b>

**WITNESSED BY:**

Name of witness	Signature	Date

**Schedule of Deviations**

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

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

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

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

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

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PA-11 DECLARATION OF INTEREST AND BIDDERS PAST SUPPLY SCM

## PA-11: BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest (1) in the enterprise, employed by the state?

YES / NO

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

Full Name	Identity Number	Name of State institution

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



- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES / NO

- 2.2.1 If so, furnish particulars:

.....  
.....

- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES / NO

- 2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

This form has been aligned with SBD4



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## PA-15.1 RESOLUTION OF BOARD OF DIRECTORS



## PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

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

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

**RESOLVED** that:

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

(Project description as per Bid / Tender Document)

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

2. \*Mr/Mrs/Ms: \_\_\_\_\_

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

and who will sign as follows: \_\_\_\_\_

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

	Name	Capacity	Signature
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## PA-15.1: Resolution of Board of Directors

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19			
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The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed.

### Note:

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

### ENTERPRISE STAMP



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

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

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

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

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

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

### RESOLVED that:

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

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

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

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

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

2. \*Mr/Mrs/Ms: \_\_\_\_\_

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

and who will sign as follows: \_\_\_\_\_

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

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

Physical address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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



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

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

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

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

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

**Note:**

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

**ENTERPRISE STAMP**



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



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

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

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

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

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

### RESOLVED that:

#### RESOLVED that:

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

PA-15.3: Special Resolution of Consortia or Joint Ventures

B. \*Mr/Mrs/Ms: \_\_\_\_\_

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

and who will sign as follows: \_\_\_\_\_

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

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

\_\_\_\_\_

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

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

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

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

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

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

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

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





PA-15.3: Special Resolution of Consortia or Joint Ventures

	Name	Capacity	Signature
1			
2			
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The bidding enterprise hereby absolves the Department of Public Works & Infrastructure from any liability whatsoever that may arise as a result of this document being signed.

**Note:**

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



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

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

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

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

### 1. GENERAL CONDITIONS

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

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

1.2 **Preference Points System to be applied**

*(tick whichever is applicable).*

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

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

1.3.1 **Price; and**

1.3.2 **Specific Goals**

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

CHOOSE APPLICABLE PREFERENCE POINT SCORING SYSTEM	<input type="checkbox"/> 80/20	<input checked="" type="checkbox"/> 90/10
PRICE	80	90
SPECIFIC GOALS	20	10
Total points for Price and Specific Goals	100	100

1.5 Breakdown Allocation of Specific Goals Points

☐ **1.5.1. For procurement transaction with rand value greater than R2 000, 00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable.**

**Table 1**

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> <li>Official Municipal Rates Statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Any account or statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Lease Agreement which is in the name of the bidder.</li> </ul>
3.	An EME or QSE which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
4.	An EME or QSE which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>

			and <ul style="list-style-type: none"> <li>• Medical Certificate indicating that the disability is permanent.</li> </ul> Or <ul style="list-style-type: none"> <li>• South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.</li> </ul> Or <ul style="list-style-type: none"> <li>• National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</li> </ul>
5.	An EME or QSE which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> <li>• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>

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

**Table 2**

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> <li>• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> <li>• Official Municipal Rates Statement which is in the name of the bidder.</li> </ul> Or

			<ul style="list-style-type: none"> <li>Any account or statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Lease Agreement which is in the name of the bidder.</li> </ul>
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>Medical Certificate indicating that the disability is permanent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.</li> </ul> <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDSA).</p>

<input checked="" type="checkbox"/>	5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> <li>ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>																
	<p><b>1.5.3. For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 3 below are applicable.</b></p> <p><b>NB. The use of one of goal numbers' 4 or 5 is mandatory. The BSC must select either one of the two, but not both.</b></p> <p><b>Table 3</b></p> <table border="1"> <thead> <tr> <th>Serial No</th> <th>Specific Goals</th> <th>Preference Points Allocated out of 10</th> <th>Documentation to be submitted by bidders to validate their claim</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)</td> <td>4</td> <td> <ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul> </td> </tr> <tr> <td>2.</td> <td>Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)</td> <td>2</td> <td> <ul style="list-style-type: none"> <li>Official Municipal Rates Statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Any account or statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Lease Agreement which is in the name of the bidder.</li> </ul> </td> </tr> <tr> <td>3.</td> <td>An EME or QSE or any entity which is at least 51%</td> <td>2</td> <td> <ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul> </td> </tr> </tbody> </table>				Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim	1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>	2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> <li>Official Municipal Rates Statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Any account or statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Lease Agreement which is in the name of the bidder.</li> </ul>	3.	An EME or QSE or any entity which is at least 51%	2	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
	Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim																
	1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>																
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> <li>Official Municipal Rates Statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Any account or statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Lease Agreement which is in the name of the bidder.</li> </ul>																	
3.	An EME or QSE or any entity which is at least 51%	2	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>																	

		owned by black women (mandatory)		
	4. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> <li>• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>• Medical Certificate indicating that the disability is permanent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>• South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.</li> </ul> <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</p>
	<b>OR</b>			
	5. <input checked="" type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> <li>• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable</li> </ul>

**Black people** mean Africans, Coloureds and Indians, who - (a) are citizens of the Republic of South Africa by birth or descent; or (b) became citizens of the Republic of South Africa by naturalisation - (i) before 27 April 1994; or (ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date. (BROAD-BASED BLACK ECONOMIC EMPOWERMENT ACT No 25899, 2003 of 9 JANUARY 2004).

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

## 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations,



competitive tendering process or any other method envisaged in legislation;

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

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

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

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

##### 3.2.1. POINTS AWARDED FOR PRICE

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

80/20

or

90/10

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

Where

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

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

**Table 4: Specific goals for the tender and points claimed are indicated per the table below.**

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black people	4	10		N/A
2. Located in a specific Local Municipality or District Municipality or Metro or	2	2		N/A

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Province area for work to be done or services to be rendered in that area				
3. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black women	2	4		N/A
4. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black people with disability	2	2		N/A
5. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black youth.*	2	2		N/A

#### DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

☐ State Owned Company  
[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

.....  
**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....



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

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

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

Project title:	CAPE TOWN: MODERNISATION, REPAIRS AND MAINTENANCE OF LIFTS:AREA-A		
Tender / quotation no:	CPT1004/23	Closing date:	31 JANUARY 2024
Advertising date:	12 DECEMBER 2023	Validity period:	84 days

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

#### 1.1. Current projects

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



1.2. Completed projects

Projects completed in the previous 5 (five) years	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commencement date	Contractual completion date	Date of Certificate of Practical Completion
1						
2						
3						
4						
5						
6						
7						
8						
9						

Name of Tenderer	Signature
	Date



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## DPW-16 SITE INSPECTION CERTIFICATE



## DPW-16 (EC): SITE INSPECTION MEETING CERTIFICATE

<b>Project title:</b>	<b>CAPE TOWN: MODERNISATION, REPAIRS AND MAINTENANCE OF LIFTS: AREA-A</b>		
<b>Tender / Quotation no:</b>	<b>CPT1004/23</b>	<b>Reference no:</b>	
<b>Closing date:</b>	<b>31 JANUARY 2024</b>		

This is to certify that I, \_\_\_\_\_ representing

\_\_\_\_\_ in the capacity of

\_\_\_\_\_ visited the site on: **insert date**

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

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

<b>Name of DPW Representative</b>	<b>Signature</b>	<b>Date</b>



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REPUBLIC OF SOUTH AFRICA

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

# PA 40: DECLARATION OF DESIGNATED GROUPS

Tender no: CPT1004/23

Name of Tenderer .....

☐ EME<sup>1</sup> ☐ QSE<sup>2</sup> ☐ Non EME/QSE (tick applicable box)

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

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

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

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

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

## F.F- 40: DECLARATION OF DESIGNATED GROUPS

Tender no: \_\_\_\_\_

### 2. DECLARATION:

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

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

**Signed by the Tenderer**

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



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Department:  
Public Works and Infrastructure  
REPUBLIC OF SOUTH AFRICA

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

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

Project title:	CAPE TOWN: MODERNISATION, REPAIRS AND MAINTENANCE OF LIFTS: AREA-A		
Tender no:	CPT1004/23	Reference no:	

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

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

Name of Tenderer	Signature	Date

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

Name of Tenderer	Signature	Date



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REPUBLIC OF SOUTH AFRICA

## DPW-15 (EC) SCHEDULE OF PROPOSED SUBCONTRACTORS



## DPW-15 (EC): SCHEDULE OF PROPOSED SUBCONTRACTORS

Project title:	CAPE TOWN: MODERNISATION, REPAIRS AND MAINTENANCE OF LIFTS:AREA-A		
Tender no:	CPT1004/23	Reference no:	

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

We confirm that all subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council.

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor
1			
2			
3			
4			
5			

Name of representative	Signature	Capacity	Date

Name of organisation:	
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DPW-22 (EC) PARTICULARS OF CONTRACTOR



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

<b>Project title:</b>	CAPE TOWN: MODERNISATION, REPAIRS AND MAINTENANCE OF LIFTS:AREA-A		
<b>Tender no:</b>	CPT1004/23	<b>Reference no:</b>	

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

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



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DPW-05 (EC) CONTRACT DATA



## DPW-05: (EC) CONTRACT DATA - GCC 2015: 3<sup>RD</sup> EDITION

Project title:	CAPE TOWN: MODERNISATION, REPAIRS AND MAINTENANCE OF LIFTS:AREA-A			
Tender no:	CPT1004/2 3	WCS no:		Reference no:

	<p>The Conditions of Contract applicable to this Contract are clauses 1 to 10 and contract price adjustment schedule of the GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS, THIRD EDITION (2015) prepared by The South African Institution of Civil Engineering Private Bag X200, Halfway House, 1685.</p> <p>Contractors are cautioned to read the GCC Third Edition (2015) and Contract Data [DPW-05 (EC)] together as some clauses in the GCC Third Edition (2015) have been amended in the Contract Data [DPW-05 (EC)]</p> <p>Specific data, which together with these General Conditions of Contract, collectively describe the risks, liabilities and obligations of the contracting Parties and the procedures for the administration of the Contract. Clauses as amended in the Contract Data amends or replaces the corresponding clauses in the GCC Third Edition (2015).</p> <p>Copies of these conditions of contract may be obtained through <a href="http://www.saice.org.za">www.saice.org.za</a>.</p>
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	<p><b>CONTRACT VARIABLES</b></p> <p><b>THE SCHEDULE ( Contract Data [1.1.1.8])</b></p> <p>The <b>schedule</b> is the listed variables in this agreement and contains all variables referred to in this document including specific changes made to <b>GCC Third Edition (2015)</b> documentation. It is divided into part 1: contract data completed by the <b>employer</b> and part 2: contract data completed by the <b>contractor</b>. Part 1 must be completed in full and included in the tender documents. Both the part 1 and part 2 form part of this <b>agreement</b></p> <p><b>Spaces requiring information must be filled in, shown as 'not applicable' but not left blank.</b> Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the <b>schedule</b>. Key cross reference clauses are italicised in [ ] brackets</p>
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### PART 1: CONTRACT DATA COMPLETED BY THE EMPLOYER:

#### A PROJECT INFORMATION

##### A 1.0 Works [1.1.1.35]

Works description	Refer to document <b>PG01.1 (EC) – Scope of Works</b> for detailed description
Maintenance of 135 Lift Installations within the Western Cape Provincial boundaries for a period of 60 months.	



**Tender / Quotation no:** CPT1004/23

**A 2.0 Site [1.1.1.29]**

Erf / stand number	NA
Site address	NA
Township / Suburb	NA
City / Town	NA
Province	WESTERN CAPE
Local authority	VARIOUS
GPS Coordinates	PLEASE REFER TO DETAILED SPECIFICATION

**A 3.0 EMPLOYER AND ITS REPRESENTATIVE**

**A 3.1 Employer:**

Official Name of Organ of State / Public Sector Body	Government of the Republic of South Africa in its Department of Public Works & Infrastructure		
Business registration number	Not applicable	VAT number	Not applicable
E-mail	Trishen.Sookraj@dpw.gov.za	Telephone	066 195 6849
Postal address	Private Bag X9027, Cape Town, 8001,		
Physical address	Customs House Building, Lower Heerengracht Street, Foreshore, Cape Town, 8000		

**A 3.2 Employer's Representative:**

Name	DFR KWAKUDI	Telephone number	044 050 3703
E-mail	louw@dfreng.co.za/deon@dfreng.co.za	Mobile number	0798246175
Postal address	Postnet Suite 239 Central George 6259		
Physical address	Crn Mitchell & Cathedral Central George 6259		

**Tender / Quotation no: CPT1004/23**

<b>A 4.0</b>	<b>Employers Agent/s</b>		
<b>A 4.1</b>	<b>Principal Agent [1.1.1.16]</b>	<b>Discipline</b>	Mechanical

Name	DFR Kwakudi		
Legal entity of above	DFR Cape Engineers(Pty)Ltd	Contact person	Louw Brand/Deon Roodt
Practice number	CESA 925	Telephone number	044 050 3703
Country	South Africa	Mobile number	079 824 6175
E-mail	louw@dfreng.co.za/deon@dfreng.co.za		
Postal address	Postnet Suite 239 Central George 6259		
Physical address	Crn Mitchell & Cathedral Central George 6259		

<b>A 4.2</b>	<b>Agent [1.1.1.16]</b>	<b>Discipline</b>	NA
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	NA NA NA NA		
Physical address	NA NA NA NA		

<b>A 4.3</b>	<b>Agent [1.1.1.16]</b>	<b>Discipline</b>	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	NA NA NA NA		
Physical address	NA NA NA NA		



**Tender / Quotation no: CPT1004/23**

<b>A 4.4</b>	<b>Agent [1.1.1.16]</b>	<b>Discipline</b>	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	NA NA NA NA		
Physical address	NA NA NA NA		

<b>A 4.5</b>	<b>Agent [1.1.1.16]</b>	<b>Discipline</b>	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	NA NA NA NA		
Physical address	NA NA NA NA		

<b>A 4.6</b>	<b>Agent [1.1.1.16]</b>	<b>Discipline</b>	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	NA NA NA NA		
Physical address	NA NA NA NA		



**Tender / Quotation no: CPT1004/23**

<b>A 4.7</b>	<b>Agent [1.1.1.16]</b>	<b>Discipline</b>	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	NA NA NA NA		
Physical address	NA NA NA NA		

<b>A 4.8</b>	<b>Agent [1.1.1.16]</b>	<b>Discipline</b>	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	NA NA NA NA		
Physical address	NA NA NA NA		

<b>A 4.9</b>	<b>Agent [1.1.1.16]</b>	<b>Discipline</b>	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	NA NA NA NA		
Physical address	NA NA NA NA		





**Tender / Quotation no: CPT1004/23**

**B CONTRACT INFORMATION**

**B 1.0 Definitions [1.1.1.2]**

Bills of quantities: System / Method of measurement	SANS 1200
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**B 2.0 Law, regulations and notices [1.3.2]**

Law applicable to the works [1.3.2]	Law of the Republic of South Africa
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**B 3.0 Offer and acceptance [1.1.1.20]**

Currency applicable to this agreement [1.1.1.20]	South African Rand
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**B 4.0 Documents [1.1.1.7]**

The original signed agreement is to be held by the principal agent [1.1.1.7], if not, indicate by whom	Employer
Number of copies of construction information issued to the contractor at no cost. (3 Copies of all relevant construction documentation – this to includes 1 priced Bills of Quantities and 2 unpriced Bills of Quantities)	3

Documents comprising the agreement	Page numbers
GCC GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS, THIRD EDITION (2015)	
DPW-05: (EC): GCC 2015: 3RD EDITION	
The GCC General Preliminaries for use with the GCC 2015: 3RD EDITION	
Contract participation goal documentation as further defined in clause 1.1.1.37 [CD] and B16 [CD]	
Schedules issued with the tender	
Bills of Quantities issued with the tender	14
Addenda as issued during tender stage, if applicable	
Terms of Reference	85



Tender / Quotation no: CPT1004/23

**B 5.0 Employer's agents [3.0]**

**Authority is delegated to the following agents to issue contract instructions and perform duties for specific aspects of the works [3.0] [3.2.3 [CD] ]**

**Principal Agent**  
**DFR Kwakudi**

**Principal agent's and agents' interest or involvement in the works other than a professional interest**

**NYS SKILLS DEVELOPMENT**

☐ **B 6.0 Insurances [8.6]**

**Insurances by contractor**

NB: Insurances submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998) or Short-Term Insurance Act, 1998 (Act 53 of 1998)] or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990).

**Insured amounts to include VAT.**

	The Contract Price [8.6.1.1.1] New Works With a deductible not exceeding 5% of each and every claim [8.6.2]	Contract sum plus 10%	Not Applicable
Or	The Contract Price [8.6.1.1.1] Works with alterations and additions (reinstatement value of existing structures / works without or including new works) with a deductible not exceeding 5% of each and every claim [8.6.2]	Contract sum plus 10%	Applicable
Or	The Contract Price [8.6.1.1.1] Works with practical completion in sections with a deductible not exceeding 5% of each and every claim [8.6.2]	Contract sum plus 10%	Applicable
	Plant and materials supplied by the Employer [8.6.1.1.2]	R Eng / PQS to determine value	Not Applicable
	Professional fees not included in the Contract Price, payable in respect of the repair or reinstatement of damage to the Works or said movables, plus Escalation thereon (if not included above). Minimum R1m unless other amount indicated. [8.6.1.1.3]	R Eng / PQS to determine value	Not Applicable
	Direct contractors [8.6.1.1.2] where applicable, to be included in the contract works insurance	R Eng / PQS to determine value	Not Applicable
	Special Risks Insurance issued by Sasria [8.6.1.2]	R 2000000	Applicable



**Tender / Quotation no: CPT1004/23**

Public liability insurance [8.6.1.3]	R 5 000 000	Applicable
Ground support insurance [8.6.1.4]	R Eng / PQS to determine value	Not Applicable
Subcontractors insurance [8.6.3] where applicable, if not included in works insurance nor by sub-Contractors	R 500000	Applicable
<b>Other insurances [8.6.1.5]</b>		
Free issue where applicable, to be included in the contract works insurance	R Eng / PQS to determine value	Not Applicable
Hi Risk Insurance when the project is being executed in a geological area classified as a "High Risk Area" [8.6.8[CD]]	R Eng / PQS to determine value	Not Applicable
Other insurances: If applicable, description 1:	R Eng / PQS to determine value	Not Applicable
Other insurances; If applicable, description 2:	R Eng / PQS to determine value	Not Applicable

**B 7.0 Obligations of the employer**

Existing premises will be in use and occupied [5.4.1 & 5.4.2]	Applicable
If applicable, description: Limitation of access will be to the lift shaft, lift motor room and lift installation only. The sites will be occupied by end user departments for the full duration of contract commencement. Contractors to note planning arrangement for site access as part of construction program to be submitted	
Restriction of working hours [5.8]	Not Applicable
If applicable, description:	
Natural features and known services to be preserved by the contractor [4.7]	Not Applicable
If applicable, description:	
Restrictions to the site or areas that the contractor may not occupy [5.4.1 & 5.4.2]	Not Applicable
If applicable, description:	



Tender / Quotation no: CPT1004/23

Supply of free issue of material and goods [8.6.1.1.2]	Amount	R	Not Applicable
If applicable, description:			

**B 8.0 Subcontractors [4.4]**

Not Applicable	If applicable, description of specialisation
Specialisation 1	
Specialisation 2	
Specialisation 3	
Specialisation 4	
Specialisation 5	

**B 9.0 Description of different portions of the works, if applicable [5.14.7, B10.3 [CD]]**

Applicable	If applicable, description of sections
Section 1	Yearly Maintenance and Adhoc Repairs on Lift Installtions as per SANS regulation and Specification for a period of 60 months
Section 2	
Section 3	
Section 4	
Section 5	
Section 6	
Remainder of the works.	

**B 10.0 Contract period [B18: 1.2], Construction period [B18: 1.1], Possession of site [5.4.1], Practical Completion [1.1.1.14, 5.14.1], Completion (Final Approval Certificate) [5.16.1] and Penalties [5.13]**

**B 10.1 Contract Period**

**Contract period:** Period in months as indicated, include the time from the date of award (commencement date [5.2.1]) for submitting contractual obligatory documents, submission of Health & Safety Plan and approval, period for obtaining the Construction Permit (if applicable), the Construction Period and the Defect Liability Period up to and including Final Completion



Tender / Quotation no: CPT1004/23

<b>The contract period is determined as follows (Period/s indicated in months):</b>	
Period to submit contractual obligatory documents including submission and approval of health and safety plan by the appointed Health & Safety Agent	1 months
Period to obtain Construction Permit from Department of Labour upon approval of the Health & Safety Plan by the appointed Health & Safety Agent	1 months
Total construction period for the Works as a whole from date of Access to and Possession of the Site up to and including <b>Practical Completion</b> , as indicated below [1.1.1.14, 5.4.1, 5.14.1]	60 months
Period to achieve <b>Completion</b> [5.14.4]	60 months
Defect liability period up to and including issuing Final Approval Certificate in months [5.16.1]	12
<b>Total Contract Period</b>	74 months

**B10.2 Construction Period for completion of the Works as a whole**

<b>Construction period</b> [B18: 1.2] and <b>Practical Completion for the Works as a whole</b> [5.14.1] The time for achieving Practical Completion of the whole of the Works is <b>measured from the</b> date of Access to and Possession of the <b>site</b> (5.4.1) by the <b>contractor</b> inclusive of all <b>public holidays, special non-working days and builders' holiday shut down periods</b> .	Applicable
The date for practical completion for the works as a whole shall be the period in <b>months</b> as indicated, starting from the date of Access to and Possession of the site by the contractor inclusive of all special non-working days and builders' holiday shut down periods [1.1.1.14, 5.4.1, 5.14.1]	60 months
Notification period for inspection in <b>working days</b> by the principal agent.	14 DAYS
<b>Penalty amount</b> per calendar day for late submission of contractual obligatory documents: Ten percent (10%) of the penalty amount per calendar day for late Practical Completion, excluding VAT. [5.13]	R 6900
<b>Penalty amount</b> per calendar day for late <b>Practical Completion</b> , excluding VAT. [5.13].	R 6900
<b>Penalty amount</b> per calendar day for late <b>Completion</b> [5.14.4, 5.13]: Thirty percent (30%) of penalty amount per calendar day for late Practical Completion, excluding VAT.	R 2070
<b>Penalty amount</b> per calendar day for late <b>Final Completion</b> (Issuing of Final Approval Certificate) [5.16, 5.13]: Fifteen percent (15%) of penalty amount per calendar day for late Practical Completion, excluding VAT.	R 1035



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**B10.3 Construction Period for completion of the Works in portions**

Construction period and Practical completion for portions of the Works [5.14.7]					Applicable	
Portions of the Works in sections:	1	2	3	4	5	6
Notification period for inspection by the principal agent in <b>working days</b> .	14					
The date for practical completion shall be the period in <b>months</b> as indicated from the date of access and possession of the site by the contractor [1.1.1.14, 5.4.1, 5.14.1]	60					
The date for practical completion for <b>the whole</b> of the Works, if applicable shall be the period in <b>months</b> as indicated from the date of Access to and Possession of the Site by the contractor inclusive of all <b>public holidays, special non-working days and builders' holiday shut down periods</b> [5.4.1, 12.2.7; 24.1]					60 MONTHS	
Penalty for late Practical Completion, <i>if completion in sections is required</i> , excluding VAT [5.13]						
The penalty amount per day for failing to complete <b>section 1</b> of the Works is:					R	
The penalty amount per day for failing to complete <b>section 2</b> of the Works is:					R	
The penalty amount per day for failing to complete <b>section 3</b> of the Works is:					R	
The penalty amount per day for failing to complete <b>section 4</b> of the Works is:					R	
The penalty amount per day for failing to complete <b>section 5</b> of the Works is:					R	
The penalty amount per day for failing to complete <b>section 6</b> of the Works is:					R	
The penalty amount per day for failing to complete <b>the whole</b> of the Works, if applicable, is:					R 6900	
<b>Penalty amount</b> per calendar day for late submission of contractual obligatory documents: To be calculated at Ten percent (10%) of penalty / calendar day to complete the whole of the Works as indicated above, excluding VAT.						
Penalty amount per calendar day for <b>late Completion</b> [5.14.4, 5.13]: To be calculated at Thirty percent (30%) of penalty / calendar day to complete <b>the whole of the Works</b> , excluding VAT						
Penalty amount per calendar day for <b>late Final Completion</b> (Issuing of Final Approval Certificate) [5.16, 5.13]: To be calculated at Fifteen percent (15%) of penalty / calendar day to complete <b>the whole of the Works</b> , excluding VAT						

**B 11.0 Criteria to achieve Practical Completion [1.1.1.14, 5.14.1]**

Criteria to achieve Practical Completion not covered in the definition of practical completion	
13.1	Obtain Occupation Certificate from the relevant authority prior to issuing the Practical Completion certificate
13.2	All relevant CoCs
13.3	All guarantees



**Tender / Quotation no: CPT1004/23**

13.4	Training on electrical, security and mechanical installations if contractually required
13.5	Maintenance / operating manuals
13.6	CPG and cidb BUILD programme achievement certificates submitted with substantiating documentation
13.7	
13.8	
13.9	
13.10	

**B 12.0 Defects liability period [5.16]**

Defects liability period: Refer B10.1

Applicable	If applicable, description of applicable elements
14.1	All lift installation material and equipment inclusive of controlgear and electrical point of supply to closest distribution board.
14.2	All lift shaft installation equipment.
14.3	All relevant legislative certification and documentation as required by SANS.
14.4	All lift shaft fire detection equipment and REMRAD Linkage equipment.
14.5	All lift sump pit installation material inclusive of sump pumps and lift installation equipment in sump.
14.6	All lift installation area building works inclusive of architraves and landing areas.
14.7	
14.8	
14.9	
14.10	



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**B 13.0 Payment [6.10]**

Date of month for issue of regular payment certificates Refer [6.10.1]	20 <sup>TH</sup> OF EACH MONTH
Contract price adjustment / cost fluctuations [6.8.2]	Applicable
If yes, method to calculate [6.8.2 [CD]]	Contract price adjustment factor
Employer shall pay the contractor within: Refer [6.10.4 [CD]]	Thirty (30) calendar days

**B 14.0 Dispute resolution [10.5 [CD]]**

<b>Mediation</b>	YES
Name of nominating body	Association of Arbitrators (Southern Africa)
Appointment of Mediator	State Attorney
<b>Litigation</b>	Court with Jurisdiction





Tender / Quotation no: CPT1004/23

**B 15.0 SPECIFIC CHANGES MADE TO GCC 2015: 3<sup>RD</sup> EDITION**

CONTRACT SPECIFIC DATA	
The following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition (2015) are applicable to this Contract:	
CLAUSES	COMPULSORY DATA
1.1.1.8	Amend Clause 1.1.1.8 to include the word "rights" to read as follows:  "Contract Data" means the specific data which, together with these General Conditions of Contract, collectively describe the rights, risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract.
1.1.1.9	Add to Clause 1.1.1.9 the following:  "If the Contractor constitutes under the Law of the Republic of South Africa (B2.0) a joint venture, consortium or other unincorporated grouping of two or more persons:  (a) these persons shall be deemed to be jointly and severally liable to the Employer for the performance of the Contract;  (b) these persons shall notify the Employer of their leader who shall have authority to bind the Contractor and each of these persons; and  (c) the Contractor shall not alter its composition or legal status without the prior consent of the Employer."
1.1.1.13	Amend Clause 1.1.1.13 as follows:  "Defects Liability Period" means the period stated in the Contract Data, commencing on the date indicated on the Certificate of Completion for the works as a whole or Certificates of Completion in the event of more than one Certificate of Completion is issued for different parts of the Works, during which the Contractor has both the right and the obligation to make good defects in the materials, Plant and workmanship covered by the Contract.  Defects Liability Period is: <b>12 months</b> .  The Defects Liability Period for the works shall commence on the calendar day following the date of the Certificate of Completion for the works as a whole or Certificates of Completion in the event of more than one Certificate of Completion is issued for different parts of the Works and end at midnight (00:00) three hundred and sixty five days (365) calendar days from the date of the Certificate of Completion.
1.1.1.14	Amend Clause 1.1.1.14 as follows:  "Due Completion Date" means the date of expiry of the time stated in the Contract Data for achieving Practical Completion of the Works, calculated from the date of Access to and Possession of Site date (5.4.1) and as adjusted by such extensions of time or acceleration as may be allowed in terms of Contract (5.12).
1.1.1.15	The name of the Employer: Refer to A 3.1 [CD]
1.1.1.16	The name of the Employer's Representative: Refer to A 3.2 [CD]
1.1.1.17	The name of the Employer's Agent: Refer to A 4.0 and B 5.0 [CD]



**Tender / Quotation no: CPT1004/23**

1.1.1.20	Amend Clause 1.1.1.20 by inserting the following words at the end of this definition: "If the Acceptance section of the Form of Offer and Acceptance" contains conditional statements or a schedule of deviations is attached to the Form of Offer and Acceptance, then Form of Offer and Acceptance means the Contract Agreement, that shall be substantially in accordance with the form attached to the Scope of Works, and the date of signing the Contract Agreement shall be the date of the Form of Offer and Acceptance"
1.1.1.21.A	<b>Add new Clause 1.1.1.21.A</b>  The interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999) as amended, calculated as simple interest, in respect of debts owing to the State, and will be the rate as published by the Minister of Justice and Correctional Services from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975) as amended, calculated as simple interest, in respect of debts owing by the State.
1.1.1.27	This Pricing Strategy is a: <b>Re-measurement Contract.</b>
1.1.1.31	Not applicable to this Contract.
1.1.1.35	Insert the definition of "Value of Works" as Clause 1.1.1.35:  "Value of Works" means the value of the Works certified by the Employer's Agent as having been satisfactorily executed and shall include the value of the works done, the value of the materials and/or plant and Contract Price Adjustments.
1.1.1.36	Insert the definition of "Latent and Patent Defects" as Clause 1.1.1.36:  A 'latent defect' is a material defect, which was not visible after 'reasonable' inspection. The latent defect period commences at the date of Final Approval Certificate and ends 5 years [after that date [5.16.3].  A patent defect is a flaw that is not hidden and ought to be easily identified upon reasonable inspection.
1.1.1.37	<b>Add new Clause 1.1.1.37</b>  Contract participation goals applicable to this Contract are as indicated in B16 [D] and described in the following tender documents: DPW 03 (EC): TENDER DATA, PG 01.1 (EC) SCOPE OF WORK and PG 02.1 (EC) PRICING ASSUMPTIONS.
1.2.3.	Replace Clause 1.2.3. with the following:  The Employer's Agent is as indicated in clause B 5.0 and shall have the authority to act on behalf of the employer as indicated in the contract document read with the contract data. [3.2.3].
1.2.6	<b>Add new Clause 1.2.6</b>  The priority of the documents shall be in accordance with the following sequence:  (a) The Form of Offer and Acceptance and the signed Schedule of Deviations, (b) Contract Data, (c) These General Conditions of Contract, (e) Scope of Work, and (f) Pricing Data
1.3.4	Not applicable to this Contract.



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1.3.5	<p>Replace Clause 1.3.5 with the following:</p> <ul style="list-style-type: none"><li>(a) The Employer will become the owner of the information, documents, advice, recommendation and reports collected, furnished and/or compiled by the Contractor during the course of, and for the purposes of executing this Contract, all of which will be handed over to the Employer on request during the contract, but in any event on completion of contract, the termination and/or cancellation of this Contract for whatever reason. The Contractor relinquishes its lien / retention or any other rights thereon to which it may be entitled.</li><li>(b) The copyright of all documents, recommendations and reports compiled by the Contractor during the course of and for the purposes of finalizing the Works will vest in the Employer, and may not be reproduced or distributed or made available to any person outside the Employer's service, or to any institution in any way, without the prior written consent of the Employer. The Employer shall have the right to use such material for any other purpose without the approval of information or payment to the Contractor.</li><li>(c) The copyright of all electronic aids, software programmes etc. prepared or developed in terms of the Contract shall vest in the Employer, who shall have the right to use such material for any other purpose without the approval of, information or payment to the Contractor.</li><li>(d) In case of the Contractor providing documents, electronic aids, software programs or like material to the Employer, the development of which has not been at the expense of the Employer, copyright shall not vest in the Employer. The Contractor shall be required to indicate to which documents, electronic aids, software programs or like material this provision applies.</li><li>(e) The Contractor hereby indemnifies the Employer against any action, claim, damages or legal cost that may be instituted against the Employer on the grounds of an alleged infringement of any copyright, patents or any other intellectual property right in connection with the Works outlined in this Contract.</li><li>(f) All information, documents, recommendations, programs and reports collected or compiled must be regarded as confidential and may not be communicated or made available to any person outside the Employer's service and may not be published either during the currency of this Contract or after termination thereof without the prior written consent of the Employer.</li></ul>
1.3.7	<p>Replace Clause 1.3.7 with the following</p> <p>By entering into this contract, the Contractor waives any lien that he may have or acquire, notwithstanding any other condition/s in this contract.</p>
3.2.3	<p>Add to Clause 3.2.3 the following:</p> <ul style="list-style-type: none"><li>1. The Employer's Principal Agent's authority to act and/or to execute functions or duties or to issue instructions are expressly <b>excluded</b> in respect of the following, unless same has been approved by the employer:<ul style="list-style-type: none"><li>(a) Appointment of Subcontractors – clause 4.4.4;</li><li>(b) Granting of an extension of time and/or ruling on claims associated with claims for extension of time – clauses 5.12, 10.1.5;</li><li>(c) Acceleration of the rate of progress and determination of the cost for payment of such acceleration – clause 5.12.4; (c) Rulings on claims and disputes – clauses 10.1.5, 10.2.3 and 10.3.3;</li><li>(d) Suspension of the Works – clause 5.11.2;</li><li>(e) Final Payment Certificate – clause 6.10.9;</li></ul></li></ul>



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	<p>(f) Issuing of <i>mora</i> notices to the Contractor – clauses 9.1.1, 9.1.2.1 and 9.2.1;</p> <p>(g) Cancellation of the contract between the Employer and Contractor – clauses 9.1.1, 9.1.2.1 and 9.2.1.</p> <p>(h) Any variation orders – clause 6.3.1</p> <p>2. In order to be legally binding and have legal bearing and consequence, any ruling in respect of the above matters (a) to (h) must be on an official document, signed and issued by the Employer to the Contractor.</p> <p>3. The Contractor must submit claims, demands, notices, notifications, updated particulars and reports in writing, as well as any other supporting documentation pertaining thereto, in respect of any of the above listed matters (a) to (h), to the Employer's Agent within the time periods and in the format(s) as determined in the relevant clauses of the Conditions of Contract. Failing to deliver such to the Employer's Agent and in the correct format will invalidate any claim and the consequences of such failure will <i>mutatis mutandis</i> be as stated in clause 10.1.4.</p> <p>4. Clauses 6.10.9 and 10.1.5 shall be amended as follows to indicate the limitation on the Employer's Agent authority in respect thereof:</p> <p><b>Clause 6.10.9 – Amend to read as follows:</b></p> <p>Within 14 days of the date of final approval as stated in the Final Approval Certificate, the Contractor shall deliver to the Employer's Agent a final statement claiming final settlement of all moneys due to him (save in respect of matters in dispute, in terms of Clauses 10.3 to 10.11, and not yet resolved).</p> <p>The Employer's Agent shall within 14 days issue to the Contractor a Final Payment Certificate the amount of which shall be paid to the Contractor within 30 days of the date of such certificate, after which no further payments shall be due to the Contractor (save in respect of matters in dispute, in terms of Clauses 10.3 to 10.11 and not yet resolved).</p> <p><b>Clause 10.1.5 – Amend to read as follows:</b></p> <p>Unless otherwise provided in the Contract, the Employer shall, within 28 days after the Contractor has delivered his claim in terms of Clause 10.1.1 as read with Clause 10.1.2, deliver to the Contractor his written and adequately reasoned ruling on the claim (referring specifically to this Clause). The amount thereof, if any, allowed by the Employer shall be included to the credit of the Contractor in the next payment certificate. If no ruling has been made within the 28 days, as referred to in clause 10.1.5. or any extension thereof as agreed to by the parties, the claim shall be regarded as rejected by the Employer.</p> <p>5. Insert the following under 3.2.3:</p> <p>Provided that, notwithstanding any provisions to the contrary in the Contract, the Employer shall have the right to reverse and, should it deem it necessary, to amend any certificate, instruction, decision or valuation of the Employer's Agent and to issue a new one, and such certificate instruction, decisions or valuations shall for the purposes of the Contract be deemed to be issued by the Employer's Agent, provided that the Contractor shall be remunerated in the normal manner for work executed in good faith in terms of an instruction issued by the Employer's Agent and which has subsequently been rescinded.</p>
3.3.2.1	<p>Amend Clause 3.3.2.1 to insert the word "plant" to read as follows:</p> <p>Observe how the Works are carried out, examine and test materials, plant and workmanship, and receive from the Contractor such information as he shall reasonably require.</p>



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3.3.2.2.3	Add to Clause 3.3.2.2.3 the following: All oral communication must be reduced into writing to be binding on the parties.
3.3.2.2.4	Add to Clause 3.3.2.2.4 the following: All oral communication must be reduced into writing to be binding on the parties.
3.3.3.2	Amend Clause 3.3.3.2 to insert the word "plant" to reads as follows: Notwithstanding any authority assigned to him in terms of Clauses 3.3.2 and 3.3.4, failure by the Employer's Agent's Representative to disapprove of any work, workmanship, plant or materials shall not prejudice the power of the Employer's Agent's thereafter to disapprove thereof and exercise any of his powers in terms of the Contract in respect of thereof.
4.4.4	Ref Clause 3.2.3.
4.4.6	Not applicable to this Contract.
4.8.2.1	Amend Clause 4.8.2.1 to include the word "person", as follows: Makes available to the Employer, or to any such contractor, person or authority, any roads or ways for the maintenance of which the Contractor is responsible, or
4.8.2.2	Amend Clause 4.8.2.2 to include "Employer" and "contractors", as follows: Provides any other facility or service of whatsoever nature to the Employer or to any of the said contractors, persons or authorities,
4.12.3	Add to Clause 4.12.3 the following: All oral communication must be reduced into writing to be binding on the parties.
5.3.1	Add to Clause 5.3.1: The documentation required before commencement with Works execution are: <ul style="list-style-type: none"><li>• Health and Safety Plan to be provided within 14 calendar days from award (Ref Clause 4.3)</li><li>• Initial programme to be provided within 21 calendar days of handing over the site to the contractor (Clause 5.6)</li><li>• Security (C1.0, Clause 6.2)</li><li>• Insurance/s (B6, Clause 8.6)</li><li>• <i>INDICATIVE APPROVED CONSTRUCTION PROGRAM WITH CASHFLOW</i></li><li>• A approved organogram with key personnel and contact persons with responsibility on the project</li><li>• A approve project initiation/establishment programs</li></ul>
5.3.2	Add to Clause 5.3.2: The time to submit the documentation required before commencement with Works execution is: <b>21 calendar days.</b>
5.4.2	Add to Clause 5.4.2: The access to, and possession of, the Site referred to in Clause 5.4.1 shall be <b>"not exclusive"</b> to the Contractor. In the event of access to, and possession of, the Site is not exclusive to the Contractor, the following limitations apply:  Limitation of access will be to the lift shaft, lift motor room and lift installation only. The sites will be occupied by end user departments for the full duration of contract commencement.



	Contractors to note planning arrangement for site access as part of construction program to be submitted
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5.6.2.2	Replace Clause 5.6.2.2 with the following: The sequence, timing of activities and resources for carrying out the Works.
5.6.2.7	Add the following to Clause 5.6.2.7: Updated cash flows and construction programme/s to be submitted on a monthly basis to the Employer's Agent and the Employer.
5.8.1	Add the following to Clause 5.8.1: The non-working days are: <b>Saturdays and Sundays</b> The special non-working days are: <b>Public Holidays and the year-end break annually published by the BCCEI (Bargaining Council for the Civil Engineering Industry)</b>
5.9.1	Amend Clause 5.9.1 as follows:  On the Commencement Date, the Engineer shall deliver to the Contractor three (3) copies, at no cost to the Contractor, of the drawings and any instructions required for the commencement of the Works. The cost of any additional copies of such drawings and/or instructions, as may be required by the Contractor, will be for the account of the Contractor.
5.11.2	Ref Clause 3.2.3
5.12	Ref Clause 3.2.3
5.12.2.2	Amend Clause 5.12.2.2 as following:  "Abnormal climatic conditions, therefore any weather conditions i.e. rain, wind (speed or dust), snow, frost, temperature (cold or heat) that have an adverse effect on the progress of the Works and during which no work is possible on site."
5.13.1	Add the following to Clause 5.13.1: The penalty for failing to complete the Works: Refer to B10 CD
5.14.1	Amend the second paragraph of Clause 5.14.1 as follows:  When the Works are about to reach the said stage, the Contractor shall, in writing, request a Certificate of Practical Completion and the Employer's Agent shall, within 14 days after receiving such request, issue to the Contractor a written list setting out the work to be completed to justify Practical Completion. Should the Employer's Agent not issue such a list within the 14 days, the Contractor shall notify the Employer accordingly. Should the Employer not issue such a list within 7 days of receipt of such notice, Practical Completion shall be deemed to have been achieved on the 14th day after the contractor requested the Certificate of Practical Completion.



5.14.4	<p>Add the following to Clause 5.14.4:</p> <p>Penalty for late Completion will be 30% of penalty applicable to late Practical Completion / calendar day.</p> <p>Penalty for late Final Completion will be 15% of penalty applicable to late Practical Completion / calendar day.</p>
5.16.1	<p>Amend Clause 5.16.1 by deleting the provision in the third paragraph of this clause.</p>

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5.16.2	<p>Amend Clause 5.16.2 as follows:</p> <p>No certificate other than the Final Approval Certificate referred to in Clause 5.16.1 shall be deemed to constitute approval of the Works or shall be taken as an admission of the due performance of the Contract or any part thereof, nor of the accuracy of any claim made by the Contractor, nor shall any other certificate exclude or prejudice any of the powers of the Employer's Agent and/or the Employer.</p>
5.16.3	<p>The latent defect period for all works is: <b>5 years</b></p>
6.2.1	<p>The type of security for the due performance of the Contract, as selected by the Contractor in the Contract Data, must be delivered to the Employer.</p>
6.2.3	<p>Amend Clause 6.2.3 as follows:</p> <p>If the Contractor has selected a performance guarantee as security, he shall ensure that it remains valid and enforceable as required in terms of the Contract.</p>
6.3.1	<p>Amend first paragraph to Clause 6.3.1 as follows:</p> <p>If, at any time before the issue of the <b>Practical Completion</b>, the Employer's Agent shall require any variation of the form, quality or quantity of the Works or any part thereof provided that such Variation Order shall not substantially alter the Scope of Work, he shall have power to order the Contractor to do any of the following subject to obtaining approval from the Employer (3.2.3):</p>
6.5.1.2.3	<p>The percentage allowance to cover overhead charges is <b>33%</b>, except on material cost where the percentage allowance is <b>10%</b>.</p>
6.8.2	<p>When Contract Price Adjustment is applicable [B13] the value of payment certificates is to be adjusted by a Contract Price Adjustment Factor (CPAF):</p> <p>The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Factor with the following values:</p> <p>The value of "x" is 0.15.</p> <p>The values of the coefficients are:</p> <p>a = 0.25. (Labour)</p> <p>b = 0.3 (Contractor's equipment)</p> <p>c = 0.3 (Material)</p> <p>d = 0.15 (Fuel)</p> <p>The values of the coefficients for "Repair and Maintenance Project" (RAMP) contracts are:</p> <p>a = 0.35 (Labour)</p> <p>b = 0.20 (Contractor's equipment)</p> <p>c = 0.35 (Material)</p>



	<p>d = 0.10 (Fuel)</p> <p>The urban area nearest the Site is <b>Capetown</b>. (Select urban area from Statistical News Release, P0141, Table A)</p> <p>The applicable industry for the Construction Material Price Index for materials / plant is <b>Metals, machinery, equipment and computing equipmen</b>. (Select the applicable industry from Statistical News Release, P0151.1, Tables 2,4,5)</p> <p>The area for the Producer Price Index for fuel is <b>Capetown</b>. (Select the area from Statistical News Release, P0142.1, Table 1.)</p> <p>The base month is <b>SEPTEMBER 2023</b>. (The month prior to the closing of the tender.)</p>
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6.8.3	Price adjustments for variations in the costs of special materials are not allowed.
6.9.1	<p>Replace Clause 6.9.1 with the following:</p> <p>"Plant and materials will only be certified and paid for upon furnishing proof of ownership by the contractor. Once paid, material and goods shall become the property of the Employer and shall not be removed from site without the written authority of the Employers Agent.</p>
6.10.1	<p>Add at end of Clause 6.10.1</p> <p>The contractor shall provide the Employer's Agent every month, on dates as agreed between parties / instructed by the Principal Agent, with the following information:</p> <ul style="list-style-type: none"> <li>(a) Monthly Local content report,</li> <li>(b) EPWP / NYS payment register, labour reports and certified ID document of EPWP/ NYS beneficiaries, Contract between Contractor and EPWP/ NYS beneficiaries, attendance register. (if applicable)</li> <li>(c) Tax Invoice</li> <li>(d) Labour intensive report</li> <li>(e) Contract participation goal reports</li> <li>(f) Updated construction programme</li> <li>(g) Revised cash flows</li> </ul>
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is: <b>85 %</b> .
6.10.3	The limit of retention money is dependent on the security to be provided by the Contractor in terms of Clause 6.2.1.
6.10.4	Replace "28 days" with "30 days" provided all required documents including an invoice have been submitted and are correct in all respects.
6.10.5	<p>Replace Clause 6.10.5 with the following:</p> <p><u>In respect of contracts up to R2 million and in respect of contracts above R2 million where the Contractor elects a security by means of a 10% retention, 50% of the retention shall be released to the Contractor when the Employer's Agent issues the Certificate of Completion in terms of clause 5.14.4. The remaining 50% of the retention shall be released in accordance with the provisions of the conditions of contract and will become due and payable when the Contractor becomes entitled, in terms of Clause 5.16.1, to receive the Final Approval Certificate.</u></p> <p><u>In respect of contracts above R2 million, where the Contractor elects a security by means of a cash deposit or fixed guarantee of 5% of the Contract Sum (excl. VAT) and a 5% retention of the Value of the Works (excl. VAT), the cash deposit or fixed guarantee, whichever is applicable, shall be refunded to the Contractor or return to the guarantor, respectively, when the Employer's Agent</u></p>





	<p>issues the Certificate of Completion in terms of Clause 5.14.4. The 5% retention of the Value of the Works (excl. VAT) shall become due and payable when the Contractor becomes entitled, in terms of Clause 5.16.1, to receive the Final Approval Certificate.</p> <p><u>In respect of contracts above R2 million, where the Contractor elects a security by means of a cash deposit or a variable guarantee of 10% of the Contract Sum (excl. VAT), the cash deposit or the variable guarantee, whichever is applicable, will be reduced to 5% of the Value of the Works (excl. VAT) when the Employer's Agent issues the Certificate of Completion in terms of Clause 5.14.4. The balance of the cash deposit shall become due and payable or the variable guarantee shall expire when the Contractor becomes entitled in terms of Clause 5.16.1 to receive the Final Approval Certificate.</u></p>
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6.10.6.2	<p>Replace Clause 6.10.6.2 with the following:</p> <p>"In the event of failure by the Employer to make the payment by the due date, he shall pay to the Contractor interest, at the rate as published by the Minister of Justice and Correctional Services from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975) as amended, calculated as simple interest, in respect of debts owing by the State". (1.1.1.21.A).</p>
6.10.9	<p>Ref Clause 3.2.3.</p>
7.2.1	<p>The last sentence to read "Failing requirements or instructions, the Plant, workmanship and materials of the respective kinds shall be suitable for the intended purpose provided that materials procured for the works are from South African manufactures and suppliers. Imported materials shall only be considered under exceptional circumstances, based on compelling technical justifications, and subject to the approval by the DPWI. Failing to comply, unless specified or approval granted will result in a ten percent (10%) penalty of the value of imported material used without approval.</p>
7.5.3	<p>Add the following to Clause 7.5.3</p> <p>"Should the work inspected by the Employer's Agent be rejected, all consultant's fees / costs pertaining to the unsuccessful inspection shall be recovered from the contractor".</p>
7.9.1	<p>Insert the following at the end of Clause 7.9.1:</p> <p>Provided that, should the Contractor on demand not pay the amount of such costs to the Employer, such amount may be determined and deducted by the Employer from any amount due to or that may become due to the Contractor under this or any other previous or subsequent contract between the Contractor and the Employer.</p>
8.2.2.1	<p>Insert the following as a second paragraph to Clause 8.2.2.1:</p> <p>The Contractor shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the Works and to rebuild, restore, replace and/or repair the Works, failing which the Employer may cause same to be done and recover the reasonable costs associated therewith from the Contractor.</p>
8.3.1.10	<p>Replace Clause 8.3.1.10 with the following:</p> <p>"Ionising, radiation, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuels, excluding leakages of any radioactive material / gases / corrosive liquids/chemicals, which are harmful to the environment and biological life, brought on to site for installation or used in the Works prior to final approval".</p>
8.4.3	<p>Add the following as Clause 8.4.3:</p> <p>Where the Contractor has caused damage to property (moveable and immovable), of any person, the Employer or third parties, the Contractor shall on receiving a written instruction from the</p>



	Employer's Agent immediately proceed at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the Works.
8.6.1	Replace Clause 8.6.1 with the following:  Except if provided otherwise in the Contract Data, the Contractor, without limiting his obligations in terms of the Contract, shall effect and keep the respective insurances [CD] in force, in favour of the employer as beneficiary, from the date of possession of the site until the issue of the certificate of practical completion and with an extension to cover the contractors obligations after the date of practical completion [8.2.1]
8.6.1.1.1	Ref B6.0 CD for value of insurance.
8.6.1.1.2	Ref B6.0 CD for value of insurance.

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8.6.1.1.3	Ref B6.0 CD for value of insurance.
8.6.1.3	Amend Clause 8.6.1.3 as follows:  Liability insurance that covers the Contractor against liability for the death of, or injury to any person, or loss of, or damage to any property (other than property while it is insured in terms of Clause 8.6.1.1) arising from or in the course of the fulfilment of the Contract, from the Commencement Date to the date of the end of the Defects Liability Period, if applicable, or otherwise to the issue of the Certificate of Completion.
8.6.4	Not applicable to this Contract.
8.6.6	Replace Clause 8.6.6 with the following:  Without limiting the contractor's obligations in terms of the contract, the contractor shall, within twenty-one (21) calendar days of the date of letter of acceptance, but before commencement of the works, submit to the employer all the policies by which the insurances are effected and due proof of upfront payment of all premiums thereunder to keep the policies effective from the Commencement Date to the date of the end of the Defects Liability Period, if applicable, or otherwise to the issue of the Certificate of Completion.
8.6.7	Replace Clause 8.6.7 with the following:  If the Contractor fails to effect and keep in force any of the insurances referred to in Clause 8.6.1, the Employer may cancel the Contract in terms of Clause 9.2.
8.6.8	<b>Add new Clause 8.6.8.</b>  <b>HIGH RISK INSURANCE</b>  In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:  (1) <b>Damage to the Works</b>  The Contractor shall, from the date of Commencement of the Works until the date of the Certificate of Completion, bear the full risk of and hereby indemnifies and holds harmless the Employer against any damage to and/or destruction of the Works consequent upon a catastrophic ground movement as mentioned above. The Contractor shall take such precautions and security measures and other steps for the protection of the Works as he may deem necessary.



	<p>When so instructed to do so by the Employer's Agent, the Contractor shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the Works and to rebuild, restore, replace and/or repair the Works, at the Contractor's own costs.</p> <p><b>(2) Injury to Persons or Loss of or damage to Properties</b></p> <p>The Contractor shall be liable for and hereby indemnifies and holds harmless the Employer against any liability, loss, claim or proceeding arising during the Contract Period whether arising in common law or by Statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above.</p> <p>The Contractor shall be liable for and hereby indemnifies the Employer against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or</p>
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	<p>immovable or personal property or property contiguous to the Site, whether belonging to or under the control of the Employer or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the Contract Period.</p> <p><b>(3)</b> It is the responsibility of the Contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in Clauses 8.6.8(1) and 8.6.8 (2) above. Without limiting his obligations in terms of the Contract, the Contractor shall, within 21 days of the Commencement Date and before Commencement of the Works, submit to the Employer proof of such insurance policy, if requested to do so.</p> <p><b>(4)</b> The Employer shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the Contractor's default of his obligations as set out in Clauses 8.6.8 (1), 8.6.8 (2) and 8.6.8 (3). Provided that, should the Contractor on demand not pay the amount of such costs to the Employer, such amount may be determined and deducted by the Employer from any amount due to or that may become due to the Contractor under this or any other existing or subsequent contract between the Contractor and the Employer.</p>
9.1.1	Ref Clause 3.2.3
9.1.2.1	Ref Clause 3.2.3
9.1.4	<p>Replace the first paragraph of Clause 9.1.4 with the following:</p> <p>"In the circumstances referred to in Clauses 9.1.1, 9.1.2 or 9.1.3 (provided that the circumstances in 9.1.3 is not due to the fault of the Contractor, his employees, contractors or agents), and whether or not the Contract is terminated under the provisions of this Clause, the Contractor shall be entitled on proof of payment of any increased cost of or incidental to the execution of the Works which is specifically attributable to, or consequent upon the circumstances defined in Clauses 9.1.1, 9.1.2 or 9.1.3; ..... necessary changes"</p>
9.1.5	<p>Replace the first paragraph of Clause 9.1.5 with the following:</p> <p>If the Contract is terminated on any account in terms of this Clause (provided that the circumstances in 9.1.3 is not due to the fault of the Contractor, his employees, contractors or agents) , the Contractor shall be paid by the Employer (insofar as such amounts or items have not already been covered by payments on account made to the Contractor) for all measured work executed prior to the date of termination, the amount (without retention), payable in terms of the Contract and, in addition: "</p>
9.1.5.5	Not applicable to this Contract.
9.1.6	Not applicable to this Contract.



9.2.1	Ref Clause 3.2.3
9.2.1.3.9	<b>Add new Clause 9.2.1.3.9:</b>  Has failed to effect and keep in force any of the insurances referred to in Clause 8.6.1.
9.2.4	<b>Add the following as Clause 9.2.4:</b>  In the case where a contract is terminated by the Employer by no fault by any party, the contractor shall be entitled to no other compensation than for work done and materials on site as certified by the Principal Agent at the date of termination.

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9.3.2.2	<b>Replace Clause 9.3.2.2 with the following:</b>  All Plant and Construction Equipment, Temporary Works and unused materials brought onto the Site by the Contractor, and where ownership has not been transferred to the Employer (see Clause 6.9.1), shall be removed from the Site on termination of the contract by any party.
9.3.2.3	Not applicable to this Contract.
9.3.3	<b>Add the following at the end of Clause 9.3.3</b>  After cancellation of the Contract by the Contractor, the Contractor, when requested by the Employer to do so, shall not be entitled to refuse to withdraw from the Works on the grounds of any lien or a right of retention or on the grounds of any other right whatsoever.  Nothing in this Clause shall prejudice the right of the Contractor to exercise, either in lieu of or in addition to the Contractor rights and remedies specified in this Clause, any other rights or remedies to which the Contractor may be entitled under the Contract or common law.
10.1.3.1	<b>Replace Clause 10.1.3.1 with the following:</b>  All facts and circumstances relating to the claims shall be investigated as and when they occur or arise. For this purpose, the Contractor shall deliver to the Employer's Agent, records in a form approved by the Employer's Agent, of all the facts and circumstances which the Contractor considers relevant and wishes to rely upon in support of his claims, including details of all construction equipment, plant, labour, and materials relevant to each claim. Such records shall be submitted promptly after the occurrence of the event giving rise to the claim.
10.1.3.6	<b>Replace Clause 10.1.3.6 with the following:</b>  The Employer, the Employer's Agent and the Contractor shall in any proceedings in accordance with Clauses 10.3 and 10.11 be entitled to give or lead evidence of or rely on any fact or circumstance not recorded in terms of this Clause, if other party to the dispute is prejudiced by such non-recording of the facts.
10.1.4	Ref Clause 3.2.3.
10.1.5	Ref Clause 3.2.3.
10.1.6	<b>Add new Clause 10.1.6:</b>  If the Employer fails to give his ruling within the period referred to in Clause 10.1.5 he shall be deemed to have given a ruling dismissing the claim.



10.1.3.6	<p>Replace Clause 10.1.3.6 with the following:</p> <p>The employer, the Employer's Agent and the Contractor shall in any proceedings in accordance with Clauses 10.3 and 10.11 be entitled to give or lead evidence of or rely on any fact or circumstance not recorded in terms of the Clause, if the other party to the dispute is prejudiced by such non-recording of the facts.</p>
10.2.1	<p>Replace Clause 10.2.1 with the following:</p> <p>In respect of any matter arising out of or in connection with the Contract, which is not required to be dealt with in terms of Clause 10.1 or which does not require the decision or ruling of the Employer, the Contractor or the Employer shall have the right to deliver a written dissatisfaction claim to the Employer's Agent. This written claim shall be supported by particulars and substantiated.</p>

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10.2.2	<p>Replace Clause 10.2.2 with the following:</p> <p>If, in respect of any matter arising out of or in connection with the Contract, which is not required to be dealt with in terms of Clause 10.1 or which does not require the decision or ruling of the Employer, the Contractor or the Employer fails to submit a claim within 28 days after the cause of dissatisfaction, he shall have no further right to raise any dissatisfaction on such matter.</p>
10.2.3	<p>Ref clause 3.2.3.</p>
10.3.2	<p>Replace Clause 10.3.2 with the following:</p> <p>If either party shall have given notice in compliance with Clause 10.3.1, the dispute shall be referred immediately to mediation under Clause 10.5, unless amicable settlement is contemplated.</p>
10.3.3	<p>Replace Clause 10.3.3 with the following:</p> <p>In respect of a ruling given by the Employer (Ref clause 3.2.3), and although the parties may have delivered a Dispute Notice, the ruling shall be in full force and carried into effect unless and until otherwise agreed by both parties, or in terms of a mediation decision or court judgement.</p>
10.4.2	<p>Replace Clause 10.4.2 with the following:</p> <p>If the other party rejects the invitation to amicable settlement in writing, or does not respond in writing to the invitation within 14 days, or amicable settlement is unsuccessful, referral to mediation shall follow immediately. Should mediation be unsuccessful, the dispute shall be resolved by Litigation.</p>
10.4.4	<p>Replace Clause 10.4.4 with the following:</p> <p>Save for reference to any portion of any settlement, or decision which has been agreed to be final and binding on the parties, no reference shall be made by or on behalf of either party in any subsequent court proceedings, to any outcome of an amicable settlement, or to the fact that any particular evidence was given, or to any submission, statement or admission made in the course of the amicable settlement.</p>



10.5	<p>Replace Clause 10.5 with the following: The parties may, by agreement and at any time before Litigation, refer a dispute to mediation, in which event:</p> <p>10.5.1 The appointment of a mediator, the procedure, and the status of the outcome shall be agreed between the parties.</p> <p>10.5.2 Regardless of the outcome of a mediation the parties shall bear their own costs concerning the Mediation and equally share the costs of the mediator and related expenses.</p>
10.6	Not applicable to this Contract.
10.7	Not applicable to this Contract.
10.10.3	<p>Replace Clause 10.10.3 with the following:</p> <p>The court shall have full power to open up, review and revise any ruling, decision, order, instruction, certificate or valuation of the Employer's Agent and Employer and neither party shall be limited in such proceedings before such court to the evidence or arguments put before the Employer's Agent or Employer for the purpose of obtaining his ruling.</p>



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## B 16.0 CONTRACT PARTICIPATION GOAL TARGETS AND CIDB B.U.I.L.D. PROGRAMME

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

(a)	Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	<b>Not applicable</b>
(b)	Minimum Targeted Local Building Material Suppliers Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	<b>Not applicable</b>
(c)	Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	<b>Not applicable</b>
(d)	<b>cidb BUILD Programme:</b> Minimum Targeted Enterprise Development Contract Participation Goal in accordance with the cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	<b>Not applicable</b>
(e)	<b>cidb BUILD Programme:</b> Minimum Targeted Contract Skills Development Goal in accordance with the cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 48491 of 28 April 2023. and the cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	<b>Applicable</b>
(f)	DPWI National Youth Service training and development programme (NYS) – Condition of Contract.	<b>Applicable</b>
(g)	Labour Intensive Works – Condition of Contract.	<b>Not applicable</b>
(h)		<b>Select</b>
(i)		<b>Select</b>



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## PART 2: CONTRACT DATA COMPLETED BY THE TENDERER:

### C TENDERER'S SELECTIONS

#### C 1.0 Securities [11.0]

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

In respect of contracts with a contract sum more than R1 million, the security to be provided by the contractor to the employer will be selected by the Contractor as indicated below:

Guarantee for construction: Select Option A, B, C, D or E

<input type="radio"/> Option A	cash deposit of 10 % of the contract sum (excluding VAT)
<input type="radio"/> Option B	variable construction guarantee of 10 % of the contract sum (excluding VAT) (DPW-10.3 EC)
<input type="radio"/> Option C	payment reduction of 10% of the value certified in the payment certificate (excluding VAT)
<input type="radio"/> Option D	cash deposit of 5% of the contract sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT)
<input type="radio"/> Option E	fixed construction guarantee of 5% of the contract sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) (DPW-10.1 EC)

**NB: Insurances submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998) or Short-Term Insurance Act, 1998 (Act 53 of 1998)] or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.**

Guarantee for payment by employer [11.5.1; 11.10]	Not applicable
Advance payment, subject to a <b>guarantee for advance payment</b> [11.2.2; 11.3]	Not applicable





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## C 2.0 Payment of preliminaries [25.0]

### Contractor's selection

Select Option A or B

☐

Where the **contractor** does not select an option, Option A shall apply

### Payment methods

Option A	The <b>preliminaries</b> shall be paid in accordance with an amount prorated to the value of the <b>works</b> executed in the same ratio as the amount of the <b>preliminaries</b> to the <b>contract sum</b> , which <b>contract sum</b> shall exclude the amount of <b>preliminaries</b> . Contingency sum(s) and any provision for cost fluctuations shall be excluded for the calculation of the aforesaid ratio
<input checked="" type="radio"/> Option B	The <b>preliminaries</b> shall be paid in accordance with an amount agreed by the <b>principal agent</b> and the <b>contractor</b> in terms of the <b>priced document</b> to identify an initial establishment charge, a time-related charge and a final dis-establishment charge. Payment of the time-related charge shall be assessed by the <b>principal agent</b> and adjusted from time to time as may be necessary to take into account the rate of progress of the <b>works</b>

### Lump sum contract

Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations.

## C 3.0 Adjustment of preliminaries [26.9.4]

### Lump sum contract

Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations.

### Contractor's selection

Select Option A or B

☐

Where the **contractor** does not select an option, Option A shall apply.

### Provision of particulars

The **contractor** shall provide the particulars for the purpose of the adjustment of **preliminaries** in terms of his selection. Where completion in **sections** is required, the **contractor** shall provide an apportionment of **preliminaries** per **section**.

Option A	An allocation of the <b>preliminaries</b> amounts into Fixed, Value-related and Time-related amounts as defined for adjustment method Option A below, within fifteen (15) <b>working days</b> of the date of acceptance of the tender
Option B	A detailed breakdown of the <b>preliminaries</b> amounts within fifteen (15) <b>working days</b> of possession of the <b>site</b> . Such breakdown shall include, inter alia, the administrative and supervisory staff, the use of <b>construction equipment</b> , establishment and dis-establishment charges, insurances and guarantees, all in terms of the <b>programme</b>



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### Adjustment methods

The amount of **preliminaries** shall be adjusted to take account of the effect which changes in time and/or value have on **preliminaries**. Such adjustment shall be based on the particulars provided by the **contractor** for this purpose in terms of Options A or B, shall preclude any further adjustment of the amount of **preliminaries** and shall apply notwithstanding the actual employment of resources by the **contractor** in the execution of the **works**.

Option A	<p>The <b>preliminaries</b> shall be adjusted in accordance with the allocation of <b>preliminaries</b> amounts provided by the <b>contractor</b>, apportioned to <b>sections</b> where completion in <b>sections</b> is required</p> <p>Fixed - An amount which shall not be varied.</p> <p>Value-related - An amount varied in proportion to the <b>contract value</b> as compared to the <b>contract sum</b>. Both the <b>contract sum</b> and the <b>contract value</b> shall exclude the amount of <b>preliminaries</b>, contingency sum(s) and any provision for cost fluctuations.</p> <p>Time-related - An amount varied in proportion to the number of <b>calendar days</b> extension to the date of <b>practical completion</b> to which the <b>contractor</b> is entitled with an adjustment of the <b>contract value</b> [23.2; 23.3] as compared to the number of <b>calendar days</b> in the initial <b>construction period</b> [26.9.4].</p>
Option B	<p>The adjustment of <b>preliminaries</b> shall be based on the number of <b>calendar days</b> extension to the date of <b>practical completion</b> to which the <b>contractor</b> is entitled with an adjustment of the <b>contract value</b> [23.2; 23.3] as compared to the number of <b>calendar days</b> in the initial <b>construction period</b> [26.9.4]. The adjustment shall take into account the resources as set out in the detailed breakdown of the <b>preliminaries</b> for the period of construction during which the delay occurred.</p>

### Failure to provide particulars within the period stated

Option A	<p>Where the allocation of <b>preliminaries</b> amounts for Option A is not provided, the following allocation of <b>preliminaries</b> amounts shall apply:</p> <p>Fixed - Ten per cent (10%) Value-related - Fifteen per cent (15%) Time-related - Seventy-five per cent (75%)</p> <p>Where the apportionment of the <b>preliminaries</b> per <b>section</b> is not provided, the categorised amounts shall be prorated to the cost of each <b>section</b> within the <b>contract sum</b> as determined by the <b>principal agent</b></p>
Option B	<p>Where the detailed breakdown of <b>preliminaries</b> amounts for Option B is not provided, Option A shall apply</p>



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DPW-10.2 (EC) FORM OF GUARANTEE



## DPW-10.2 (EC): VARIABLE CONSTRUCTION GUARANTEE GCC 3<sup>rd</sup> Edition (2015)

Director-General  
Department of Public Works and Infrastructure  
Government of the Republic of South Africa

### FOR ATTENTION

**DEPARTMENT PUBLIC WORKS AND INFRASTRUCTURE**  
Private Bag X9027  
**CAPETOWN**  
**8000**

Sir,

### VARIABLE CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF GCC 3rd Edition (2015)

1. With reference to the contract between \_\_\_\_\_  
\_\_\_\_\_ (hereinafter referred to as the "**contractor**") and the Government of the Republic of South Africa in its Department of Public Works and Infrastructure (hereinafter referred to as the "**employer**"), Contract/Tender No: *insert Contract / Tender No*, for the **CAPE TOWN: MODERNISATION, REPAIRS AND MAINTENANCE OF LIFTS:AREA-A** (hereinafter referred to as the "**contract**") for the sum of R *insert amount*, (*insert amount in words*), (hereinafter referred to as the "**contract sum**").  
  
I / We, \_\_\_\_\_  
in my/our capacity as \_\_\_\_\_ and hereby  
representing \_\_\_\_\_ (hereinafter referred to as the "**guarantor**") advise that the **guarantor** holds at the **employer's** disposal the sum of R *insert amount*, (*insert amount in words*) being 10% of the **contract sum** (excluding VAT), for the due fulfilment of the **contract**.
2. I / We advise that the **guarantor's** liability in terms of this guarantee shall be as follows:
  - (a) From and including the date on which this guarantee is issued and up to and including the day before the date on which the last **certificate of completion** of works is issued, the **guarantor** will be liable in terms of this guarantee to the maximum amount of 10% of the **contract sum** (excluding VAT);
  - (b) The **guarantor's** liability shall reduce to 5 % of the **value of the works** (excluding VAT) as determined at the date of the last **certificate of completion** of works, subject to such amount not exceeding 10% of the **contract sum** (excluding VAT);
  - (c) This guarantee shall expire on the date of the last **final approval certificate**.
3. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis*; and *de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed on receipt of a written demand from the **employer** to do so, stating that (in the **employer's** opinion and sole discretion):
  - (a) the **contractor** has failed or neglected to comply with the terms and/or conditions of the **contract**;  
or



**Tender no: (Insert Tender Number)**

- (b) the **contractor's** estate is sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa.
4. Subject to the above, but without in any way detracting from the **employer's** rights to adopt any of the procedures provided for in the **contract**, the said demand can be made by the **employer** at any stage prior to the expiry of this guarantee.
5. The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon issue of the last **final approval certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.
6. The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the foregoing, any compromise, extension of the construction period, indulgence, release or variation of the **contractor's** obligation shall not affect the validity of this guarantee.
7. The **guarantor** reserves the right to withdraw from this guarantee at any time by depositing the guaranteed amount with the **employer**, whereupon the **guarantor's** liability ceases.
8. This guarantee is neither negotiable nor transferable, and
- (a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 5 above, or
- (b) shall lapse in accordance with clause 2 (c) above.
9. This guarantee shall not be interpreted as extending the **guarantor's** liability to anything more than payment of the amount guaranteed.

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

AS WITNESS

1. \_\_\_\_\_

2. \_\_\_\_\_

By and on behalf of

\_\_\_\_\_  
\_\_\_\_\_

(insert the name and physical address of the guarantor)

NAME: \_\_\_\_\_

CAPACITY: \_\_\_\_\_  
(duly authorised thereto by resolution attached marked  
Annexure A)

DATE: \_\_\_\_\_

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

DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE  
NOTICE 505 OF 2020

Department of Public Works and Infrastructure

**cidb Best Practice Project Assessment Scheme**

In terms of Section 23 within Chapter Four of the Construction Industry Development Board Act, 2000 (Act no. 38 of 2000) (the Act):

- 1) *The Board must, within a reasonable period after the establishment of the register of projects, establish a best practice project assessment scheme, based on the best practices identified by the Board in terms of section 5.*
- 2) *After a date determined by the Minister in the Gazette all construction contracts above a prescribed tender value are subject to an assessment, in the prescribed manner, of compliance with best practice standards and guidelines published by the Board in the Gazette, and different dates may be determined for different practices.*
- 3) *Every client who engages in the best practice project assessment scheme must pay to the Board a prescribed percentage of the contract sum as determined at the time of the awarding of the contract.*

This Notice specifies the date and the prescribed tender value for projects that are subject to an assessment of best practice standards and guidelines published by the Board.

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**Ms. PATRICIA DE LILLE, MP**

Minister of Public Works and Infrastructure



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Public Works and Infrastructure  
REPUBLIC OF SOUTH AFRICA

## GOVERNMENT NOTICE

### DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE

SEPTEMBER 2020

### CONSTRUCTION INDUSTRY DEVELOPMENT BOARD ACT, 2000

#### DATES ON WHICH ASSESSMENT OF BEST PRACTICE STANDARDS WILL COMMENCE

The Minister of Public Works and Infrastructure, has in terms of section 23(2) of the Construction Industry Development Board Act, 38 of 2000, determined the following dates on which the awarding of a construction works contract become subject to an assessment of compliance with the following Best Practice Standards as identified by the Construction Industry Development Board:

**(a) Standard for Indirect Targeting for Enterprise Development as per regulation 22A:**

Table 1 below contains the dates from which the different classes of construction works with a minimum tender value and a minimum project duration (as indicated in the Table), become subject to an assessment of compliance with the Standard for Indirect Targeting for Enterprise Development;

**Table 1: Implementation dates for the Standard for Indirect Targeting for Enterprise Development through Construction Works**

Client	Compliance Requirement			
	Implementation Date	Class of Works	Minimum Tender Grade	Minimum Project Duration
National Department Public Works and Infrastructure and Regions	From the commencement of the 2021-22 Financial Year	CE, GB	Grade 7	6 months
National Government Departments		CE, GB	Grade 7	6 months
Public Entities		CE, GB	Grade 7	6 months
All clients implementing Strategic Integrated Projects (SIPs) gazetted in terms of the Infrastructure Development Act No.23 of 2014, as amended	From the date of budget confirmation but not later than the commencement of the 2021-22 Financial Year	CE, GB	Grade 7	6 months
Private Sector	1 year after publication	CE, GB	Grade 7	6 months
Provincial Government Departments	From the commencement of the 2022-23 Financial Year	CE, GB	Grade 7	6 months



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Metropolitan Municipalities	From the commencement of the 2022-23 Financial Year	CE, GB	Grade 7	6 months
District and Local Municipalities	From the commencement of the 2023-24 Financial Year	CE, GB	Grade 7	6 months

(b) **Standard for Developing Skills through Infrastructure Contracts as per regulation 22B:** Tables 2a and 2b below contains the dates from which the different classes of construction works with a minimum tender value and a minimum project duration (as indicated in the Table), become subject to an assessment of compliance with the Standard for Developing Skills through Infrastructure Contracts;

**Table 2a: Implementation dates for the Standard for Developing Skills through Infrastructure Contracts; for engineering and construction works, or design and build contract or an order issued in terms of such a contract**

Client	Compliance Requirement			
	Implementation Date	Class of Works	Minimum Tender Grade	Minimum Project Duration
National Department Public Works and Infrastructure and Regions	From the commencement of the 2021-22 Financial Year	All	Grade 7	12 months
National Government Departments		All	Grade 7	12 months
Public Entities		All	Grade 7	12 months
All clients implementing Strategic Integrated Projects (SIPs) gazetted in terms of the Infrastructure Development Act No.23 of 2014, as amended	From the date of budget confirmation but not later than the commencement of the 2021-22 Financial Year	All	Grade 7	12 months
Private Sector	1 year after publication	CE, GB	Grade 7	12 months
Provincial Government Departments	From the commencement of the 2022-23 Financial Year	All	Grade 7	12 months
Metropolitan Municipalities	From the commencement of the 2022-23 Financial Year	All	Grade 7	12 months
District and Local Municipalities	From the commencement of the 2023-24 Financial Year	All	Grade 7	12 months





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**Table 2b: Implementation dates for the Standard for Developing Skills through Infrastructure Contracts; for professional service or service contract or an order issued in terms of such a contract**

Client	Compliance Requirement			
	Implementation Date	Class of Works	Minimum Tender Value	Minimum Project Duration
National Department Public Works and Infrastructure and Regions	From the commencement of the 2021-22 Financial Year	All	R5m	12 months
National government departments		All	R5m	12 months
Public entities		All	R5m	12 months
All clients implementing Strategic Integrated Projects (SIPs) gazetted in terms of the Infrastructure Development Act No.23 of 2014, as amended	From the date of budget confirmation but not later than the commencement of the 2021-22 Financial Year	All	R5m	12 months
Private Sector	1 year after publication	CE, GB	R10m	12 months
Provincial Government Departments	From the commencement of the 2022-23 Financial Year	All	R5m	12 months
Metropolitan Municipalities	From the commencement of the 2022-23 Financial Year	All	R5m	12 months
District and Local Municipalities	From the commencement of the 2023-24 Financial Year	All	R5m	12 months

**DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE**

No.

2020

**CONSTRUCTION INDUSTRY DEVELOPMENT BOARD ACT, 2000**

I, Patricia De Lille, Minister of Public Works and Infrastructure, under section 33 of the Construction Industry Development Board, Act, 2000 (Act No. 38 of 2000), make the Regulations in the Schedule.

**P De Lille (MP)****Minister of Public Works and Infrastructure****SCHEDULE****Definition**

1. In these regulations, "the Regulations" means the Regulations published under Government Notice No. R. 692 in Government Gazette No. 26427 of 9 June 2004, as amended by Government Notice No. R. 1333 published in Government Gazette No. 26991 of 12 November 2004, Government Notice No. R. 751 published in Government Gazette No. 27831 of 22 July 2005, Government Notice No. R. 842 published in Government Gazette No. 29138 of 18 August 2006, Government Notice No. R. 1121 published in Government Gazette No. 30510 of 23 November 2007, Government Notice No. R. 1224 published in Government Gazette No. 31603 of 14 November 2008 and Government Notice No. R. 464 published in Government Gazette No. 36629 of 2 July 2013.

**Amendment of Regulation 1 of Regulations**

2. Regulation 1 of the Regulations is hereby amended-

(a) by the insertion after the definition of "programme" of the following definitions:

"Standard for Developing Skills through Infrastructure Contracts" means the Standard for Developing Skills through Infrastructure Contracts published by Board Notice No. 180 of 2013 published in Gazette No. 36760 of 23 August 2013 as amended from time to time";

**“Standard for Indirect Targeting for Enterprise Development”** means the Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts published by Board Notice No. 21 of 2013 published in Gazette No. 36190 of 25 February 2013 as amended from time to time”;

**Substitution of heading to PART III of Regulations**

3. The following heading is hereby substituted for the heading to Part III of the Regulations:

**“PART III A  
REGISTER OF PROJECTS”**

**Insertion of heading in Regulations**

4. The following heading is hereby inserted after regulation 21 of the Regulations:

**“PART III B  
BEST PRACTICE PROJECT ASSESSMENT SCHEME”**

**Insertion of regulations 22A and 22B in Regulations**

5. The following regulations are hereby inserted in the Regulations after regulation 22:

**“22A. Indirect Targeting for Enterprise Development**

From the date and in relation to a project determined by the Minister in terms of section 23(2) of the Act, a client or employer must, within one calendar month of the date of issue of a practical completion certificate referred to in regulation 21(1), on payment of the fees set out in Schedule 2 and on the approved form:-

- (a) notify the Board of the compliance of such project with the Standard for Indirect Targeting for Enterprise Development; and
- (b) submit to the Board the Targeted Enterprise Declaration Affidavits as specified in the Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts pertaining to the developing enterprises concerned” and

**“22B. Developing Skills through Infrastructure Contracts**

- (1) From the date and in relation to a project determined by the Minister in terms of section 23(2) of the Act, a client or employer must, within one calendar month of the date of issue of a practical completion certificate referred to in regulation 21(1), on payment of the fees set out in Schedule 2 and on the approved form, notify the Board of:

- (a) the compliance of such project with the Standard for Developing Skills through Infrastructure Contracts; and
- (b) the contract skills development achieved”.

**Amendment of Schedule 2 of the Regulations**

6. Table 1: Registration and Renewal Fees of Schedule 2 of the Regulations is hereby amended by the insertion of the following item:

6. Best Practice Project Assessment Scheme; Assessment Fee; Projects of Tender Grades 7 to 9	0.2% of total tender value of the project on the date of award of that tender, but not more than R2 000 000.00	Section 22(3)
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**Short title and commencement**

7. These Regulations are called the Construction Industry Development Amendment Regulations, 2020 and commence on the date of publication thereof.

**UMNYANGO WEZEMISEBENZI YOMPHAKATHI KANYE NENGQALASIZINDA**

No.

2020

***I-CONSTRUCTION INDUSTRY DEVELOPMENT BOARD ACT, KA-2000***

Mina, Patricia De Lille, uNgqongqoshe woMnyango Wezemisebenzi Yomphakathi Kanye Nengqalasizinda, ngaphansi kwesigaba sama-33 se-*Construction Industry Development Board*, ka-2000 (uMthetho wama-38 ka-2000), ngenza iMithethozimiso kuSheduli.

**P De Lille (MP)****UMNYANGO WEZEMISEBENZI YOMPHAKATHI KANYE NENGQALASIZINDA****ISHEDULI****Incazelo**

1. Kulemithethozimiso, "iMithethozimiso" kusho iMithethozimiso eshicilelwe ngaphansi kweSaziso sikaHulumeni No. R. R. 1333 esashicilelwa kuSomqulu kaHulumeni No. 26991 womhla ziye-12 kuNovemba ke-2004, Isaziso sikaHulumeni No. R. 751 esashicilelwa kuSomqulu kaHulumeni No. 27831 womhla zingama-22 kuJulayi ka-2005, Isaziso sikaHulumeni No. R. 842 esashicilelwa kuSomqulu kaHulumeni No. 29138 womhla ziye-18 ku-Agasti ka-2006, Isaziso sikaHulumeni No. R. 1121 esashicilelwa kuSomqulu kaHulumeni No. 30510 womhla zingama-23 kuNovemba ka-2007, Isaziso sikaHulumeni No. R. 1224 esashicilelwa kuSomqulu kaHulumeni No. 31603 womhla ziye-14 kuNovemba ka-2008 kanye neSaziso sikaHulumeni No. R. 464 esashicilelwa kuSomqulu kaHulumeni No. 36629 womhla ziye kuJulayi ka-2013.

**Ukuchibiyelwa koMthethosimiso woku-1 weMithethozimiso**

2. Umthethosimiso woku-1 weMithethozimiso lapha uchibiyelwe-

(a) Ngokufaka emuva kwencazelo "yohlelo" izincazelo ezilandelayo:

**"Izinga Lokuthuthukisa Amakhono Ngezinkontileka Zezokwakha"** kusho Izinga Lokuthuthukisa Amakhono Ngezinkontileka Zezokwakha okushicilelwe Yisaziso Sebhodi No.

180 ka-2013 esisicilelwe kuSomqulu No. 36760 womhla zingama- 23 ku-Agasti ka-2013 njengokuba uchibiyelwe esikhathini ngesikhathi”;

“Izinga Lokuhlosa Okungaqondile Ngqo Lokuthuthukiswa Ibhezini” kusho Izinga Lokuhlosa Okungaqondile Ngqo Lokuthuthukiswa Ibhezini Ngezinkontileka Zemisebenzi Yokwakha okushicilelwe Yisaziso Sebhodi No. 21 ka-2013 esisicilelwe kuSomqulu No. 36190 womhla zingama -25 kuFebhuwari ka-2013 njengokuba uchibiyelwe esikhathini ngesikhathi”;

#### **Ukufaka endaweni Yesihloko Engxenyeni III yeMithethozimiso**

3. Isihloko esilandelayo lapha sifakwe endaweni Yesihloko Engxenyeni III yeMithethozimiso:

#### **“INGXENYE III IREJUSTA YEMISEBENZI”**

#### **Ukufakwa kwesihloko kuMithethozimiso**

4. Isihloko esilandelayo sifakiwe lapha emuva komthethosismiso wama-21 weMithethozimiso:

#### **“INGXENYE III B UHLELO OLUHLE KAKHULU LOKUHLOLA UMSEBENZI”**

#### **Ukufakwa kwemithethozimiso 22A kanye no-22B kuMithethozimiso**

5. Imithethozimiso elandelayo ifakiwe lapha kuMithethozimiso emuva komthethosismiso sama-22:

#### **“22A. Ukuhlosa Okungaqondile Ngqo Lokuthuthukiswa Ibhezini**

Kusukela ngosuku futhi maqondana nomsebenzi onqunywe nguNgqongqoshe ngokwemigomo yesigaba sama-23(2) soMthetho, ikhasimende noma umqashi kumele, enyangeni eyodwa yekhalenda yosuku lokukhishwa kwesitifiketi sokuqeda ukusebenza okukhulunywe ngaso kumthethosismiso wama-21(1), ekukhokhweni Kwezimali ezibekiwe kuSheduli yesi-2 kanye nefomu elivunyelwe:-

- (a) azise iBhodi lokulandela ngomsebenzi onjalo Nezinga Lokuhlosa Okungaqondile Ngqo Lokuthuthukiswa Ibhezini; futhi
- (b) ahambise Ebhodini Lama-afidavidi Esimemezero Sebhizinisi Elihloliwe njengokuba kucacisiwe Yizinga Lokuhlosa Okungaqondile Ngqo Lokuthuthukisa Ibhezini Ngezinkontileka Zomsebenzi Wokwakha maqondana namabhezini afufusayo” kanye

#### **“22B. Ukuthuthukisa amakhono Ngezinkontileka Zezokwakha**

- (1) Kusukela ngosuku futhi maqondana nomsebenzi onqunywe nguNgqongqoshe ngokwemigomo yesigaba sama-23(2) soMthetho, ikhasimende noma umqashi kumele, enyangeni eyodwa yekhalenda yosuku lokukhishwa kwesitifiketi sokuqeda ukusebenza okukhulunywe ngaso kumthethosismiso wama-21(1), ekukhokhweni Kwezimali ezibekiwe kuSheduli yesi-2 kanye nefomu elivunyelwe, azise iBhodi ngoku:

- (a) Landela kwaloyo msebenzi Amazinga Okuthuthukiswa Kwamakhono Ngezinkontileka Zezokwakha; kanye
- (b) Namakhono ezinkontileka azuziwe”.

**Ukuchibiyelwa kweSheduli yesi-2 yeMithethozimiso**

6. Ithebula loku-1: Ukubhalisa kanye Nokuvuselelwa Kwezimali zeSheduli yesi-2 yeMithethozimiso lichibiyelwe lapha ngokufaka lokhu okulandelayo:

<p>6. Uhlelo Oluhle Kakhulu Lokuhlola Umsebenzi; Imali Yokuhlola; Imisebenzi Yamathenda Amabanga kusukela kwelesi-7 kuya kwelesi-9</p>	<p>0.2% wenani selilonke lomsebenzi wethenda osukwini lokunikelwa kwalelo thenda, kodwa alikho ngaphezu kwe-R2 000 000.00</p>	<p>Isigaba sama-22(3)</p>
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**Isihloko esifushane kanye nokuqaliswa**

7. Lemithethozimiso ibizwa Ngesichibiyelo Sokuthuthukiswa Kwemboni Yezokwakha, ka-2020 futhi iqaliswa ngosuku lokushicilelwa kwayo.

# **CONTRACT PARTICIPATION GOAL AND CIDB BUILD PROGRAMME IMPLEMENTATION GUIDE**

**5 JULY 2022**



# IMPLEMENTATION GUIDE TO CONTRACT PARTICIPATION GOALS AND THE CIDB BUILD PROGRAMME

## 1. PURPOSE

The purpose of this Contract Participation Goal (CPG) guideline is to provide guidance on the implementation of the CPGs which forms part of the Economic Reconstruction and Recovery Plan which also includes the cidb BUILD Programme that entails Enterprise Development and Skills Development through infrastructure and construction projects.

## 2. INTRODUCTION

The applicable cidb Standards establishes uniformity and standardisation of implementing CPGs and the cidb BUILD programme on construction and engineering works.

A separate CPG section for the Bill of Quantities was created to include all CPGs and the cidb BUILD programme for the following reasons:

- The implementation of CPGs should not give any bidder a competitive advantage. Borderline value thresholds can be manipulated by tenderers electing to tender just below the CPG value threshold requirement thereby creating a competitive advantage in not pricing for CPG.
- Bidders can determine the project estimate cost of the project through reverse calculations
- Provisional amounts to be provided for, which is remeasured once beneficiaries have been identified and associated cost have been determined.
- Different methods of calculating CPG values in terms of the definition used for "Contract Amount" in the respective cidb Standards.
- Ease of extracting CPG reports and associated costs and contributions in the form of one overall report and/or individual CPG contributions.

Targeted beneficiaries of any CPG may not participate or form part of more than once CPG.

The 30% mandatory subcontracting CPG is a condition of tender. The bidder must therefore submit substantiating documentation with the tender. The remaining CPGs including the cidb BUILD programme are conditions of contract and are not a conditions of tender, i.e. the tender does not need to submit any proof of CPG participation at the time of tender.

Sanctions (penalties) are applicable to all CPGs where the contractor fails to achieve the minimum specified requirements. All sanctions to be fair and reasonable and exclude VAT.

The minimum required specifications and pricing instructions have been included in the Scope of Works (PG01.1, PG01.2) and the Pricing Assumption documents (PG02.1 and PG02.2) respectively.

Normative reference documents:

- SANS 10845-5:2015 ISO 10845-5:2011. Construction procurement – Part 5: Participation of targeted enterprises in contracts. South African Bureau of Standards.
- SANS 10845-8:2015 ISO 10845-8:2011. Construction procurement – Part 8: Participation of targeted labour in contracts. South African Bureau of Standards.

**Even though minimum project requirements are prescribed by the cidb, CPGs may be implemented on any project where feasible, irrespective of the project value (required cidb grading) and construction period.**

In calculating the respective CPGs, allowances and VAT are excluded from the tender amount at the time of award except the 30% mandatory subcontracting CPG.

Allowances include the following:

- Provisional amounts
- CPG allowances
- Nominated and/or selected subcontractors
- Contract price adjustment (Not provided for within the B of Q by NDPWI)
- Contingency amounts (Not provided for within the B of Q by NDPWI)

### 3. FEASIBILITY STUDY

Introduce the project to the community well in advance of going out on tender at least 12 months if possible and conduct the feasibility study to determine both the viability and extent of implementing the respective CPGs.

**Liaise with:**

- Community leaders
- Business forum/s
- Other Civic organisations / forums
- Department of labour
- Emerging contractor development forum/s

#### 3.1 Establish a Community Project Steering Committee

Memorandum of Understanding (MOU) - The objectives of this Agreement are to obtain agreement with the Community Project Committee, representing the affected communities:

- on the targeting strategy and contract participation goals to be employed on the construction works;
- on mediation for the resolution of community matters affecting the performance of the construction works contract (see cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts);
- Establish minimum requirements of beneficiaries for subcontracting, NYS and skills development.
- Roles and Responsibilities
  - NDPWI Responsibilities
  - Community project Steering community responsibilities
  - Consultant's responsibilities
  - Contractor's responsibilities
- Deliverables and Timeframes
- Enter into a written agreement

## 4. CONTRACT PARTICIPATION GOALS

### 4.1. 30% SMME mandatory subcontracting CPG

The targeted SMMEs are EMEs or QSEs or designated groups in terms of regulations 4 and 9, as per the approved procurement strategy.

The mandatory subcontracting is a **Condition of Tender** therefore substantiating documentation must be submitted with the tender.

The main contractor shall submit monthly reports in terms of CPG monthly achievement and accumulative targets achieved including audited supporting documentation to the Employer's Representative.

#### 4.1.1. Applicable standards and implementation documents

- Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017 as published in the Government Gazette Notice No. 40553 of 20 January 2017;
- National Treasury Implementation Guide: Preferential Procurement Regulations, 2017; and
- cidb Standard for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017

#### 4.1.2. Minimum Requirements

Applicable to all projects R30 Mil and above.

#### 4.1.3. Penalties

Two percent (2%) penalty on the value of work not achieved (Excluding VAT). The % Penalty applied is project specific, and should be fair and reasonable.

#### 4.1.4. CPG Calculation example

A minimum of 30% of the total tender amount at the time of award, including all allowances and VAT are to be subcontracted to SMMEs.

- Feasibility study to indicate achievable CPG and specified in PG-01.1. / PG-01.2 Scope of Work
- "Contract amount" = Tender amount at the time of award including allowances and VAT

Example:

"Contract Amount" = R150 mil

CPG Achieved = R30 Mil (R15 Mil shortfall)

CPG 30% subcontracting value = R45 Mil

Penalty = R15 Mil x 2% = R300 000 Excl. VAT

## 4.2. Targeted Local Material Manufacturers CPG

A targeted local manufacturer is a targeted enterprise that operates or maintains a factory or establishment that produces on its premises materials or goods required by the principal contractor for the performance of the contract.

This CPG is a **Condition of Contract** therefore it is not a requirement to submit substantiating documentation with the tender other than pricing the item in the CPG section of the Bills of Quantities.

The main contractor shall submit monthly reports in terms of CPG monthly achievement and accumulative targets achieved including audited supporting documentation to the Employer's Representative.

#### 4.2.1. Applicable standards and implementation documents

- The cidb Standard for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017; and
- cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020

#### 4.2.2 Minimum Requirements

- Grade 7GB / 7EC and higher (project value from R20 000 001 and higher)
- Minimum construction period 6 months.
- Selected materials subject to Local Content requirements as published by TDI&C from time to time
- Material to meet SABS / SANS requirements.
- Material to meet minimum specified requirements.
- Must be economically viable in terms of price and be aware of price fixing and or cover quoting

#### 4.2.3 Penalties

Two percent (2%) penalty of the prorate targeted value of material not achieved with (Excluding VAT). % Penalty is project specific. The % Penalty applied is project specific, and should be fair and reasonable.

#### 4.2.4 CPG Calculation

- Feasibility study to indicate achievable CPG and specified in PG-01.1. / PG-01.2 Scope of Work
- CPG is Expressed as a percentage of the "Contract amount" = Tender amount at the time of award excluding allowances and VAT.
- Feasibility study established compliant material suppliers.

The PQS determines value of material obtainable from compliant local material manufacturers, expressed as a percentage of Contract Amount (Pre-tender estimate / Tender amount excluding allowances and VAT).

Example:

"Contract Amount" = R60 Mil  
 CPG value = R3 Mil (5%)

CPG Achieved = 2 Mil (R1 Mil shortfall)  
Penalty = R1 Mil x 2% = R50 000 Excl. VAT

### 4.3. Targeted Local Building Material Suppliers CPG

A targeted local supplier is a targeted enterprise that:

- owns, operates or maintains a store, warehouse or other establishment in which goods are bought, kept in stock and regularly sold to wholesalers, retailers or the public in the usual course of business; and
- engages as its principal business and in its own name, in the purchase and sale of goods.

This CPG is a **Condition of Contract** therefore it is not a requirement to submit substantiating documentation with the tender other than pricing the item in the CPG section of the Bills of Quantities.

The main contractor shall submit monthly reports in terms of CPG monthly achievement and accumulative targets achieved including audited supporting documentation to the Employer's Representative

#### 4.3.1. Applicable standards and implementation documents

- The cidb Standard for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017; and
- cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020

#### 4.3.2 Minimum Requirements

- 7GB / 7EC and higher (project value from R20 000 001 and higher)
- Minimum construction period 6 months.
- Selected materials subject to Local Content requirements as published by TDI&C from time to time
- Material to meet SABS / SANS requirements.
- Material to meet minimum specified requirements.
- Must be economically viable in terms of price and be aware of price fixing and or cover quating

#### 4.3.3 Penalties

Two percent (2%) penalty of the prorated targeted value of material not achieved with (Excluding VAT). % Penalty is project specific. The % Penalty applied is project specific, and should be fair and reasonable.

#### 4.3.4. CPG Calculation

- Feasibility study to indicate achievable CPG and specified in PG-01.1. / PG-01.2 Scope of Work

- CPG is Expressed as a percentage of the "Contract amount" = Tender amount at the time of award excluding allowances and VAT.

- Feasibility study established compliant material suppliers:

The PQS determines value of material obtainable from compliant local material suppliers, expressed as a percentage of Contract Amount (Pre-tender estimate / Tender amount excluding allowances and VAT).

Example:

"Contract Amount" = R60 Mil  
 CPG value = R3 Mil (5%)

CPG Achieved = 2 Mil (R1 Mil shortfall)  
Penalty = R1 Mil x 2% = R50 000 Excl. VAT

#### 4.4. Targeted Local Labour Skills Development CPG

Targeted labour are individuals who:

- a) are employed by the principal contractor, sub-contractor or targeted enterprises in the performance of the contract;
- b) are defined as the target group in the targeting data; and
- c) permanently reside in the target area or who are recognized as being residents of the target area on the basis of identification and association with and recognition by the residents of the target area.

Targeting of labour by skills categories is only permissible within categories of semi-skilled and unskilled labour.

Contract participation goals for semi-skilled and unskilled labour shall be limited to on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract and in a manner that does not compromise worker health and safety.

This CPG is a **Condition of Contract** therefore it is not a requirement to submit substantiating documentation with the tender other than pricing the item in the CPG section of the Bills of Quantities.

The contractor to submit monthly reports on training provided to include beneficiary particulars, type of training provided and the number of man hours converted to working days.

##### 4.4.1. Applicable standards and implementation documents

- The cidb Standard for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017; and
- cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020

##### 4.4.2. Minimum Requirements

- Grade 7 to 9 (project value from R20 000 001 and higher)
- Minimum construction period 12 months.
- Only semi-skilled and unskilled labour.
- Subject to the nature of the work.

##### 4.4.3 Penalties

Penalties: Minimum thirty percent (30%) of the total labour cost based on labour rates per day of the number of working days not achieved.

##### 4.4.4 CPG Calculation

- Feasibility study to indicate achievable CPG and specified in PG-01.1. / PG-01.2 Scope of Work.
- Expressed as a percentage of the "Contract amount" = Tender amount at the time of award excluding allowances and VAT.
- Allowances:
  - Provisional amounts
  - CPG allowances
  - Nominated and/or selected subcontractors
  - Contract price adjustment
  - Contingency amounts (Not provided for within the B of Q by NDPWI)

The cidb standard provides 2 calculation methods:

##### **Method 1:**

the sum of the wages and allowances, for which the principal contractor, sub-contractor or targeted enterprises contract to engage targeted labour in the performance of the contract, expressed as a percentage of the contract amount associated with the targeting strategy that is identified in the targeting data;

or

#### Method 2:

the amount equal to the person days worked for which the principal contractor, subcontractors or targeted enterprises contract to engage targeted labour expressed as a percentage of the total person days worked associated with the targeting strategy that is identified in the targeting data.

**Method 2** should be used for standardisation.

The PQS to determine the number of CPG working days expressed as a percentage of the total number working days required to complete the works.

The number of working days allocated to local labour skills development will be derived from the feasibility study.

The labour insistency outputs per person per day for buildings works to be used as a guide in determining the number of working days applicable to the beneficiaries.

A suitably qualified and experienced training service provider to be appointed by the main contractor.

Example:

"Contract amount" = R60 Mil

Number of working days required to complete the Works = 500 days

Total labour cost = R12 mil (Note labour cost can vary between 20% to 30% of construction cost)

Number of working days for local labour skills development derived from feasibility study = 300 days

CPG =  $300/500 = 60\%$

CPG Achieved = 280 days (20 days shortfall) = 93% (7% shortfall)

Penalty =  $R12 \text{ Mil} \times 7\% \times 30\% = R252 \text{ 000 Excl. VAT}$

#### 4.5 National Youth Service Programme (NYS) CPG

The programme shall be implemented in terms of the Implementation of the National Youth Service Programme under the Expanded Public Works (EPWP) and shall be priced in the CPG section of the Bills of Quantities.

This CPG is a **Condition of Contract** therefore it is not a requirement to submit substantiating documentation with the tender other than pricing the NYS component within the CPG section in the Bill of Quantities.

Monthly proforma reports are to be submitted to the Employer's Representative.

##### 4.5.1 Applicable standards and implementation documents

- National Youth Service Programme

##### 4.5.2 Minimum Requirements

- Minimum contract value R2 Mil
- Minimum construction period 12 months

##### 4.5.3 Penalties

Payment reduction as stipulated in the CPG bill of quantities per person not trained (Excluding VAT).

##### 4.5.4 CPG Calculation

- Feasibility study to indicate achievable CPG and specified in PG-01.1. / PG-01.2 Scope of Work.
- CPG determined in conjunction with NDPWI NYS component

#### 4.6 Labour Intensive Works CPG

The consultant team is expected to use their initiative to identify activities that can be done labour-intensively to comply with the set minimum labour intensity target based on the Generic labour intensive works specifications.

This CPG is a **Condition of Contract** therefore it is not a requirement to submit substantiating documentation with the tender other than making allowance in his pricing of items indicated "LI" in the Bills or Quantities.

The main contractor shall submit monthly reports in terms of CPG monthly achievement and accumulative targets achieved including audited supporting documentation to the Employer's Representative

#### 4.6.1 Applicable standards and implementation documents

- Expanded Public Works Programme (EPWP) and generic labour intensive works specifications.

#### 4.6.2 Minimum Requirements

- All civil works projects.
- As general construction projects are labour intensive by nature specific general building items need not to be indicated as "LI" in the Bills of Quantities. It is however a requirement to implement and indicate "LI" items as defined in the Scope of Works (PG01.1 and PG01.2) where feasible on projects below R30 Mil.
- Compulsory for projects above R30 Mil where feasible.
- Minimum construction period 6 months

#### 4.6.3 Penalties

Minimum thirty percent (30%) penalty of the value of the works not done by means of labour-intensive methods, excluding VAT

#### 4.6.4 CPG Calculation

- Feasibility study to indicate achievable CPG and specified in PG-01.1. / PG-01.2 Scope of Work.
- CPG determined by PQS in conjunction with consultant team and NDPWI representative.

- Example:

"Contract Amount" = R60 Mil

CPG value = Total value of labour-intensive works identified = R10 Mil

CPG Achieved = 9 Mil (R1 Mil shortfall) Penalty = R1 Mil x 30% = R300 000 Excl. VAT

### 4.7 Cidb BUILD Programme: Enterprise Development (Principal contractor including subcontractors)

The aim is to promote enterprise development by providing for a minimum contract participation goal (CPG) of five percent (5%) of the contract amount as defined in the Standard (Tender amount, excluding allowances and VAT) on selected contracts to be undertaken by joint-venture partners or to be sub-contracted to developing contractors that are also to be beneficiaries of enterprise development support from the main contractor.

This CPG is a **Condition of Contract** therefore it is not a requirement to submit substantiating documentation with the tender other than pricing the item in the CPG section of the Bills of Quantities.

It is ***applicable to contracts in Grades 7 to 9 General Building and Civil Engineering contracts and can be adopted to other CIDB Classes of Works*** at the discretion of the end users/Construction Management Branch.

A targeted enterprise is an enterprise which:

- Is a contractor registered with the cidb acting in the capacity of a subcontractor or JV partner; and
- The contractor does not have an equity holding exceeding 20% in the enterprise, either directly or through a flow through calculation in accordance with the Construction Sector Code of Good Practice published in General Notice 862 of 2009 in Government Gazette No 32305 of 2009 in terms of BBBEE Act of 2003) (Act 53 of 2003); and
- Employs at least three permanent employees other than the owner; and
- Be registered in terms of the Company's Act of 2008 (Act No. 71 of 2008) or Close Corporation Act of 1984 (Act No. 69 of 1984); and
- Is 50% or more black owned or 30% or more black women owned; and

- f) Has entered into a written relationship agreement of co-operation and assistance with the developed enterprise (main contractor) for the duration of the contract.

Where 30% black woman owned is an enterprise in which black people who are women:

- a) Hold more than 30% of the voting rights that are not subject to any limitation; and  
b) Hold more than 30% of the economic interest.

The criteria for The Standard for Indirect Targeting and the Skills Standard is as follows:

There must be a needs analysis for indirect targeting and development or skill standard and should be development in at least any two developmental areas namely;

- a) Management and labour skills transfer;  
b) Establishment of Administrative systems  
c) Establishment of Cost Control systems  
d) Establishment of construction management systems and plans (health and safety, quality and environmental)  
e) Planning, tendering and programming skills transfer  
f) Business skills transfer with emphasis on entrepreneurial and negotiation skills  
g) Technical skills transfer with emphasis on innovation  
h) Legal compliance  
i) Establishing financial loan capacity / Credit rating/history  
j) Contractual knowledge

The above needs analysis shall be mutually agreed upon between the contractor and the targeted enterprise.

The main contractor shall submit monthly reports in terms of CPG monthly achievement and accumulative targets achieved including audited supporting documentation to the Employer's Representative.

#### 4.7.1 Applicable standards and implementation documents

- Minimum Targeted Enterprise Development Contract Participation Goal in accordance with the cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013; and
- cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020

#### 4.7.2 Minimum requirements

- Grade 7GB / 7 EC
- In the case of a JV at least one of the JV partners must be 7GB / 7CE or higher.
- Minimum construction period 6 months
- Minimum 5% of contract amount to be subcontracted to beneficiaries to receive training.
- Minimum 25 % of project to be subcontracted to CE, EB, GB and/or ME.
- Only Qualifying Small Enterprises (QSE) and Exempt Micro Enterprises (EME)
- The 5% beneficiaries may not form part of the 30% compulsory subcontracting CPG.

#### 4.7.3 Penalties

Minimum thirty percent (30%) penalty of the value not achieved in terms of % to be subcontracted and the training value, excluding VAT.

#### 4.7.4 CPG Calculation

- Feasibility study to indicate achievable CPG and specified in PG-01.1. / PG-01.2 Scope of Work.
- CPG expressed as a percentage of the "Contract amount" = Tender amount at the time of award excluding allowances and VAT.
- Part 1: Calculations in terms of 5% CPG:  
"Contract amount" = R 90 Mil  
CPG Minimum 5% = R4,5 Mil (Value of work to be subcontracted to emerging enterprises)



Achieved = R3,5 Mil (Only subcontracted work to the value of R3,5 Mil, i.e. R1 Mil shortfall)  
Penalty = R1 Mil x 30% = R300 000 Excl. VAT

- Part 2: Calculations in terms of training to be done (Refer to Example 1 Below):**  
 Number of enterprises to be trained = 4 x 1 GBs (from Example 1 below)  
 Total cost for training = R 1 410 000 (from Example 1 below)  
 Total number trained = 2 (2 Shortfall)  
 Training cost per beneficiary = R1 410 000 / 4 = R 352 500 per beneficiary  
 Penalty = 352 000 x 2 x 30% = R211 500 Excl. VAT

*Example 1: Mini bill of quantities prepared by PQS to determine Enterprise Development CPG.*

B of Q Item	Description	Unit	Rate	Quantity	Amount (R)
<b>5</b>	<b>Enterprise Development</b>				
5.1	Enterprise Development of Targeted Enterprise or JV partners				
5.1.1	Appointment of training co-ordinator (Rate to be determined by PQS)	Per Quarter	45000	8	360000
5.1.2	Appointment of Mentor /Training Service provider (Rate to be determined by PQS)	Per Quarter	120000	8	960000
5.1.3	Needs Analysis and Enterprise Development Plan per Targeted Enterprise (Rate prescribed by cidb Standard)	No.	5000	4	5000
5.1.4	Monitoring and Interim reporting per targeted enterprise Rate prescribed by cidb Standard)	Per Quarter	20000	8	80000
5.1.5	Project Completion report per Targeted Enterprise Rate prescribed by cidb Standard)	No.	5000	4	5000
	<b>Provisional Sum to be carried over to CPG bill of quantities</b>				<b>1 410 000</b>

Example 1: "Contract amount" Tender amount excl. allowances and VAT. 90 000 000  
 CPG Monetary value (5%) to be subcontracted to beneficiaries for training 4 500 000  
 No of enterprises based on the CPG value 4 Grade 1 GB  
 Contract period (months) 24

- The mini bill will be used to reflect actual cost once the bid has been awarded, the actual cost of the respective items are known and the provisional amount adjusted accordingly. Rather over estimate than under estimate in order not to negatively impact on the 20% expansion limitation on the project value.
- The Community Project Steering Committee need to be sensitised with regards to the number of enterprise development beneficiaries and may insist that all SMMEs are to be trained which will have a major financial impact on the training allowance as reflected in Example 2 below.

*Example 2: Enterprise development training all of the 30% compulsory subcontracting SMMEs*

B of Q Item	Description	Unit	Rate	Quantity	Amount (R)
<b>5</b>	<b>Enterprise Development</b>				
5.1	Enterprise Development of Targeted Enterprise or JV partners				
5.1.1	Appointment of training co-ordinator (Rate to be determined by PQS)	Per Month	15000	24	360000
5.1.2	Appointment of Mentor /Training Service provider (to be determined by PQS)	Per Month	40000	24	960000
5.1.3	Needs Analysis and Enterprise Development Plan per Targeted Enterprise (Rate prescribed by cidb Standard)	No.	5000	25	125000
5.1.4	Monitoring and Interim reporting per targeted enterprise Rate prescribed by cidb Standard)	Per month	20000	24	480000
5.1.5	Project Completion report per Targeted Enterprise Rate prescribed by cidb Standard)	No.	5000	25	125000
5.1.6	Travelling to receive formal training (Rate to be determined by PQS)	No.	2000	25	50000
5.1.7	Accommodation whilst on training (Rate to be determined by PQS)	No.	24000	25	600000
5.1.8	<b>Provisional Sum to be carried over to CPG bill of quantities</b>				<b>2 700 000</b>

B of Q Item	Description	Unit	Rate	Quantity	Amount (R)
	Example 2 with 30% participation: <u>Tender amount</u>	90 000 000			
	CPG monetary value (30% SMME subcontracting) to be subcontracted to beneficiaries for training	30 000 000			
	No of enterprises	25			
	Contract period	24			

#### 4.8 Cidb BUILD Programme: Skills Development (Principal contractor including subcontractors and consultants)

The aim is to provide opportunities to learners requiring structured workplace learning facilitated by the principal contractor including subcontractors and consultant service providers.

This CPG is a **Condition of Contract** therefore it is not a requirement to submit substantiating documentation with the tender other than pricing the item in the CPG section of the Bills of Quantities.

The contract Skills Development Goal (CSDG) shall be expressed as follows:

- In the case of engineering and construction works contracts, design and build contracts and services contracts the contract skills participation goals, expressed in Rand, shall be no less than the "contract amount" multiplied by a percentage (%) factor given in Table 2 for the applicable class of construction works used in the application of the Construction Industry Development Regulations issued in terms of the Construction Industry Development Board Act of 2000.
- In the case of professional services contracts the contract skills development goals, expressed in hours, shall be not less than the professional fees in millions of Rand multiplied by 150.

**Upon registration of the project with the cidb, NDPWI will be invoiced to pay the cidb 0,2% to a maximum of R2 Mil under second contract (0002) on WCS.** Cidb bills NDPWI upon registration of contract award. The amount invoiced will be paid under Contract 0002 on the WCS as a once off payment. Project Managers must ensure that provision is for the payment of the BUILD programme costs when requesting funding prior to the invitation of tenders and ideally register a Contract 0002 on the WCS for that purpose as soon as they become aware that the cidb BUILD Programme will be applicable to the project.

The main contractor shall submit monthly reports in terms of CPG monthly achievement and accumulative targets achieved including audited supporting documentation to the Employer's Representative

Contract skills development credits will not be awarded for learners enrolled as beneficiaries of other funded or subsidised programmes.

In the case of services contracts:

- The contract skills development goals shall be granted by multiplying the number of people employed by the contractors and placed for continuous training opportunities in a three-month period by the notional values contained in Table 3, or as revised in a Gazette notice.
- The contractor may source beneficiaries of the contract skills development goal from the cidb Skills Development Agency (SDA).
- All beneficiaries of the Standard must be registered with the cidb Skills Development Agency (SDA). Where an unemployed learner is employed directly by the service provider / contractor, the service provider / contractor shall pay the stipend directly to the learner
- Where an unemployed learner is sourced through an SDA, training provider or skills development facilitator the consultant / contractor must pay the stipend to the SDA, training provider or skills development facilitator who in turn will pay the learner
- The notional cost of providing training opportunities will be increase by CPI on an annual basis. The

new, revised costs will be published on the cidb website on the 1<sup>st</sup> April in each year.

Credits towards the contract skills development goal for professional services contracts shall be granted by summing the hours of structured workplace learning opportunities provided to P1 and P2 learners as well as professional candidates in accordance with this standard.

No more than 45 hours may be claimed per week for any individual.

Contract skills development goal credits shall be reduced to the extent that they fail to comply with the requirements of this standard.

#### **Role and function of skills development agency**

The Skills Development Agency (SDA) will provide career management and compliance reporting functions for all learners for CSDG compliance in terms of this Standard. Where the service providers / contractors provide direct employment to unemployed learners, or enrolls own employees for CSDG compliance, the service provider shall register them with the cidb SDA. The SDA can also act as an employment intermediary for unemployed learners. NOTE: The role and function of a cidb SDA is outlined in Annex B of the standard for skills development.

Providing workplace learning opportunities through direct employment from colleges and indirect employment through Skills Development Agency (SDA). The aim of the SDA will be to facilitate structured, workplace training for beneficiaries of the CIDB Standard for Developing Skills through Infrastructure Contractors (Skills Standard) and their roles will be to ensure the smooth processing of training learners or beneficiaries in partnership with the contractor.

Appointing a coach/mentor for learners whose responsibilities are:

- a) Submitting compliance baseline training plans 30 days after contract award( 60 to 90 days is more realistic);
- b) Submitting quarterly compliance reports; and
- c) **Submitting final contract compliance report prior to achieving Practical Completion and not 30 days after practical completion as per the cidb Standard. Certificate of Practical Completion will not be issued unless the report has been issued to the project manager.**

#### **Career management and compliance reporting**

The contractor shall enter into a contract agreement with the cidb SDA, training provider or skills development facilitator to manage their learners according to the provisions given below:

- a) preparing training plans for registered learners, including details of the scope of experiential work to be covered and expected outcomes;
- b) registering learners with the appropriate Sector Educational and Training Authority established in terms of the Skills Development Act of 2008 (Act 37 of 2008);
- c) conducting entry and exit level medicals for learners at the conclusion of each placement opportunity;
- d) providing personal protective equipment;
- e) liaising with the supervisor to monitor onsite training progress of learners;
- f) liaising with the supervisor to arrange for summative assessments at appropriate stages of the training; and
- g) liaising with the supervisor to prepare reports for the employer's representative and cidb at practical completion of the contract.

The relevant training provider or skills development facilitator shall invoice the contractors for the provision of these services as per cost schedule in Table 3.

The cidb SDA shall open a trust fund to ring-fence monies essential for all learner requirements where necessary provided for in this standard such as personal protective equipment, medical assessments, insurance, course fees, monitoring as well as top up training and assessment.

#### **Employment Intermediary**

The cidb SDA can act as an employment intermediary for unemployed learners and provide contractors with learners qualifying for participation in the CSDG, as well as managing their employment functions such as payment of stipends, workman's compensation, provision of personal protective equipment, trade specific tools, etc.

In such cases, the consultant / contractor shall contract directly with an SDA, training provider or skills development facilitator of their choice for the recruitment, placement and management of learners. The contractor shall pay the SDA, training provider or skills development facilitator in accordance with the notional costs provided for in this

standard, or as amended by a Gazette.

Provision of different types of workplace opportunities linked to work associated with a contract which culminate in or lead to registration in a professional category by one of the professional bodies listed in the standard (Table 1).

*Table 1: Categories of registration*

Profession	Category of registration	Act
Architectural	Architect, Senior Architectural Technologist, Architectural Technologist or Architectural Draughts person	Architectural Profession Act of 2000 (Act No.44 of 2000)
Construction Project Management or Construction Management	Construction Project Manager or Construction Manager	Project and Construction Management Professions Act of 2000 (Act No. 48 of 2000)
Engineering	Engineer, Engineering Technologist, Engineering Technician or Certificated Engineer	Engineering Profession Act of 2000 (Act No. 46 of 2000)
Health and Safety Practitioners	Construction Health and Safety Agent, Construction Health and Safety Manager, Construction Health and Safety Officer	Occupational Health and Safety Act of 1993 (Act No. 85 of 1993) Construction Regulations, 2014
Landscape Architectural	Landscape Architect, Landscape Technologist, Landscape Technician or Landscape Assistant	Landscape Architectural Profession Act of 2000 (Act No. 45 of 2000)
Planning	Planner or Technical planner	Planning Profession Act, 2002. (Act No. 36 of 2002)
Quantity surveying	Quantity surveyor	Quantity Surveying Profession Act of 2000 (Act No. 49 of 2000)
Scientists	Natural scientists	Natural Scientific Professions Act (Act No. 27 of 2003)
Surveying	Land surveyor, Engineering surveyor or Technician engineering surveyor	Professional and Technical Surveyors' Act (Act No. 40 of 1984)
Valuers	Valuer or Associate Valuer	Property Valuers Profession Act (Act No. 47 of 2000)

### Training requirements

The main contractor must develop a training plan to address the developmental needs of the Targeted Enterprise. As a guide the development plan should refer to applicable unit standards that reside in NFQ level 3 National Certificate: Supervision of Construction Process qualification or equivalent. Contractual knowledge development and planning, tendering and programming skills transfer must be pitched at the level of NQF 3 and aligned to the outcomes of the applicable unit standard.

*Table 2. Recognised Qualifications*

CIDB Grade	Minimum NQF Level	Recognised Qualifications
<b>Business Management</b>		
5 & 6	5	<ul style="list-style-type: none"> <li>National Occupational Qualification in Business Management NQF 5</li> </ul>
2 to 4	2	<ul style="list-style-type: none"> <li>National Certificate: Construction Contracting NQF 2</li> </ul>
<b>Building and Construction Works Management</b>		
5 & 6	5	<ul style="list-style-type: none"> <li>National Certificate: Management of Building Construction Processes NQF 5</li> </ul>
2 to 4	3	<ul style="list-style-type: none"> <li>NCV 4: Civil Engineering and Building Construction, or</li> <li>National Certificate: Supervision of Construction Processes</li> </ul>



Civil Engineering Construction Works		
5 & 6	5	<ul style="list-style-type: none"><li>National Certificate: Management of Civil Engineering Processes NQF 5, or</li><li>National Diploma: Civil Engineering and Building Diploma</li></ul>
2 to 4	3	<ul style="list-style-type: none"><li>NCV 4: Civil Engineering and Building Construction or</li><li>National Certificate: Supervision of Construction Processes, or</li><li>Further Education and Training Certificate: Supervision of Construction Processes</li></ul>

Source: cidb Competence Standard for Contractors; Gazette Notice No. 41237

The contractor shall appoint an enterprise development coordinator to:

- develop a project specific enterprise development plan; and
- submit to the employer's representative a monthly enterprise development report.

To assist the contractor to comply with contractor development, the contractor is guided by Table 2 (above) which outlines the minimum recognised qualifications to which development of Targeted Enterprises must be undertaken by the main contractor. Note that development will not necessarily translate into an accredited outcome.

#### Training Methods:

The contractor / service provider shall achieve the measurable contract skills development goal by providing opportunities to learners requiring structured workplace learning using one or a combination of any of the following in relation to work directly related to the contract or order:

**Method 1:** structured workplace learning opportunities for learners towards the attainment of a part or a full occupational qualification;

**Method 2:** structured workplace learning opportunities for apprentices or other artisan learners towards the attainment of a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012) subject to at least 60% of the artisan learners being holders of public TVET college qualifications (N/A for consultants);

**Method 3:** work integrated learning opportunities for University of Technology or Comprehensive University students completing their national diplomas; or

**Method 4:** structured workplace learning opportunities for candidates towards registration in a professional category by a statutory council listed in Table 1 above.

Employed learners may not account for more than 33 percent of the contract skills development goal. Not more than one method may be applied to any individual concurrently in the calculation of the contract skills development goal. The principle is that an individual can only be counted once towards the CSDG.

#### 4.8.1 Applicable standards and implementation documents

- Minimum Targeted Contract Skills Development Goal in accordance with the cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 43495 of 3 July 2020
- cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020

#### 4.8.2 Minimum requirements

Contractor:

- Grade 7 and above
- Minimum Construction Period 12 Months

Consultant:

- Minimum total tender value = R5 Mil
- Minimum service contract period = 12 Months

#### 4.8.3 Penalties

Contractor:

- Minimum thirty percent (30%) penalty of the value of the CPG portion not achieved, excluding VAT; **AND**
- The issuing of completion certificates only after the completion certificate of achieving the skills development goal, counter-signed by the relevant individuals has been submitted**

Consultants:

- Minimum thirty percent (30%) penalty of the value of the CPG portion not achieved in terms of hours training to be provided and the associated notional cost, excluding VAT

#### 4.8.4 CPG Calculation

*Table 3: Contracting skills development goals for different classes of engineering and construction works contracts*

Class of construction works as identified in terms of Regulation 25 (3) of the Construction Industry Regulations 2004		Construction skills development goal (CSDG) (%)
Designation	Description	
CE	Civil Engineering	0.25
CE and GB	Civil engineering and General Building	0.375
EE	Electrical Engineering works (buildings)	0.25
EP	Electrical Engineering works (infrastructure)	0.25
GB	General Building	0.5
ME	Mechanical Engineering works	0.25
SB	Specialist	0.25

- "Contract amount" = Tender amount at the time of award excluding allowances and expenses, and VAT
- Contractor CPG:**  
CPG calculation  
"Contract amount" x factor from Table 3 above.

Example calculating CPG:

Tender value = R95 Mil for GB  
 "Contract Amount" = R80 Mil  
 Factor for GB = 0,5% (as per Table 3)  
 CPG in R value = R80 Mil x 0,5% = R400 000 i.e. total cost of training to amount to R400 000

Penalty:

CPG = R 400 000  
 Achieved = R300 000 (75%) = Shortfall of R100 000 (25%)  
 Penalty = R100 000 x 30% = R30 000 Excl. VAT

**Example 2:**

Training Target Calculation for project estimated at R65,7m GB contract

Pre-tender estimate = R65 700 000  
 CSDG factor = 0,50%  
 Minimum CSDG target = R65 700 000 x 0,50% = R328 500 (Minimum requirement as provisional sum)

Actual training requirement value after award and upon selecting method and appointment of beneficiaries = R338 000 (Table 4 below). Note that it could emanate from the feasibility study that there are local candidate beneficiaries to which certain methods apply which could be specified specifically in the Scope of Works (PG-01.1 and PG01.2).

*Table 4: Notional cost recalculation upon appointment of beneficiaries*

Skills Types	Number of learners	Notional Cost / Learner / Quarter	Notional cost / learner / year	Total Notional Cost over 12 months Contract
<b>Method 2:</b> Workplace learning opportunities, with unemployed TVET graduates	1	R23 000	R92 000	R92 000
<b>Method 3:</b> Candidacy for an unemployed learner with a 3-year qualification	1	R61 500	R246 000	R246 000
Total	2			R338 000

Note: the required CPG will be recalculated based on the awarded tender amount and "Contract amount" once the beneficiaries have been appointed and actual costs are known

Note: The notional cost of providing training opportunities will increase by CPI on an annual basis based on April CPI. Should the rates increase after bid award or during construction the rates will be adjusted as a remeasuarble item.

• **Consultant CPG:**

Tender Value = R6.3 Mil

CPG calculation = "Contract amount" = Basic fee tendered [(1) from the activity schedule]] excluding VAT

Example calculating consultant CPG:

Step 1: Calculate number of Hours training to be provided:

"Contract amount" = R5.6m

Number of hours skills development training required =  $R5.6 \times 150 = 840$  hours (hours to be rounded off)

Step 2: Calculate the Notional Cost per hour

(a) Notional Cost per quarter as per Table 3 of Clause C 3.16 (Scope of Services) and optional methods

(b) Number of Hours per quarter = 3 months x 20 days x 8 hours per day = 480 Hours

(c) Notional Cost per Hour = (a) / (b)

Step 3: Calculate Total Notional Cost

(a) Total hours training to be provided x notional cost per hour

Example: Calculating the Total Notional Cost

(a) Fees (1) from Activity Schedule plus VAT=  $R4'869'565, 52 + R73'043.48 = R5.6$  Million

(b) Number of hours skills development required =  $R5.6 \times 150 = 840$  hours

(c) Total number of hours per quarter = 40 hours per week x 4 weeks x 3 months = 480 hours

(d) Notional cost per hour "Method 4" =  $R71\ 500$  per quarter / 480 hours =  $R148.95$  per hour

(e) Total Notional cost =  $R148.95$  (Rate per hour) x 840 (total number of hours) =  $R125\ 118.00$

(f) PM to insert the calculated amount into the activity schedule as a provisional amount which will be adjusted upon the appointment of the beneficiaries.

Note: the required CPG will be recalculated based on the awarded tender amount and "Contract amount" once the beneficiaries have been appointed and actual costs are known

Note: The notional cost of providing training opportunities will increase by CPI on an annual basis based on April CPI. Should the rates increase after bid award or during construction the rates will be adjusted as a remeasureable item.

Penalty:

Total notional cost =  $R\ 125\ 118.00$

Achieved =  $R80\ 000$  Shortfall of  $R45\ 118$

Penalty =  $R45\ 118 \times 30\% = R13\ 535.40$  Excl. VAT

## 5. INFORM THE CIDB

Failing to inform the cidb is a criminal offence.

Cidb to be informed of:

- Bid award;
- List of skills development beneficiaries within 30 days from bid award (cidb informed to change to 90 days. Lists to be submitted soonest);
- Practical Completion within one calendar month from issuing certificate;
- The compliance of such project with the Standard for Developing Skills through Infrastructure Contracts; and
- The contract skills development achieved.

## 6. CIDB CONTACT PERSON CIDB BUILD PROGRAMME

Cidb contact person cidb BUILD Programme for assistance with implementation:

Mr Ishmail Cassiem

Tel 078 801 8476

Email: [IshmailC@cidb.org.za](mailto:IshmailC@cidb.org.za)

**Fully understanding the contract participation goals demands self-study of the relevant cidb Standards as well as the respective Standards and SANS documents referred to within the respective cidb Standards and Practice Notes**





public works  
& infrastructure

Department:  
Public Works and Infrastructure  
REPUBLIC OF SOUTH AFRICA

## PROJECT SPECIFICATION. PG-02.1 (EC) PRICING INSTRUCTIONS

## PG-02.1 (EC) PRICING ASSUMPTIONS – GCC 3<sup>rd</sup> Edition (2015)

Project title:	<b>CAPE TOWN: MODERNISATION, REPAIRS AND MAINTENANCE OF LIFTS:AREA-A</b>		
Tender / Quotation no:	CPT1004/23	Reference no:	

### C2.1 Pricing Assumptions

#### C2.1.1 GENERAL

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

#### C2.1.2 DESCRIPTION OF ITEMS IN THE SCHEDULE

The Bill of Quantities has been drawn up generally in accordance with Civil Engineering Quantities 1990 issued by the SA Institution of Civil Engineers.

The short descriptions of the items in the Bill of Quantities are for identification purposes only and the measurement and payment clause of the Standardized Specifications and the Particular Specifications, read together with the relevant clauses of the Project Specification and directives on the drawings, set out what ancillary or associated work and activities are included in the rates for the operations specified.

#### C2.1.3 QUANTITIES REFLECTED IN THE SCHEDULE

The quantities given in the Bill of Quantities are estimates only, and subject to remeasuring during the execution of the work. The Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements for it.

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Bill of Quantities and in accordance with the General and Special Conditions of Contract, the Specifications and Project Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.

The validity of the contract will in no way be affected by differences between the quantities in the Bill of Quantities and the quantities finally certified for payment.

#### C2.1.4 PROVISIONAL SUMS

Where Provisional sums or Prime Cost sums are provided for items in the Bill of Quantities, payment for the work done under such items will be made in accordance with Clause 45 of the General Conditions of Contract 2004. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted in the "Amount" column of the Bill of Quantities and in the Summary of the Bill of Quantities unless ordered or authorized in writing by the Employer before closure of tenders. Unauthorized changes made by the Tenderer to provisional items in the Bill of Quantities, or to the provisional percentages and sums in the Summary of the Bill of Quantities will lead to the disqualification of the Tenderer.

#### C2.1.5 PRICING OF THE BILL OF QUANTITIES

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

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

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

The Tenderer is required to check the Bills of Quantities and the numbers of the pages and should any be found to be missing or in duplicate, or should any of the typing be indistinct, or any doubt of obscurity arise as to the meaning of any description or particulars of any item, or if this Tender Enquiry contains any obvious errors, then the Tenderer must immediately inform the Principal Agent and have them rectified or explained in writing as the case may be. No liability whatsoever will be admitted by reason of the Contractor having failed to comply with the foregoing instruction.

No alterations, erasures, omissions or additions is to be made in the text and/or conditions of these Bills of Quantities. Should any such alterations, amendments, note/s or addition be made, the same will not be recognized, but reading of these Bills of Quantities as originally prepared by the Quantity Surveyor will be adhered to.

The contractor is cautioned that the use of any quantities appearing in these Bills of Quantities for the purpose of ordering material, it is done at own risk and no liability whatsoever will be admitted by the Employer or Quantity Surveyor for the correctness of such Quantities. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.

The prices and rates to be inserted by the Tenderer in the Bills of Quantities shall be the full inclusive prices to be paid by the Employer for the work described. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Market related prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out. The Employer reserves the right to balance the Bill rates where deemed necessary within the Tendered Amount.

A price or rate is to be entered against each item in the Bills of Quantities, whether the quantities are stated or not. An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.

Should the full intent and meaning of any description not be clear, the bidder shall, before submission of his tender, call for a written directive from the principal agent, failing which it shall be assumed that the contractor has allowed in his pricing for materials and workmanship in terms of National Best Practice.

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

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

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



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

Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the "PW 371" and the principles contained in the latest version of the SANS 1200 in South Africa. It is the intention that the abbreviated descriptions be fully described when read with the applicable measuring system and the relevant preambles and/or specifications. However, should the full intent and meaning of any description not be clear, the bidder shall, before submission of his tender, call for a written directive from the principal agent, failing which it shall be assumed that the contractor has allowed in his pricing for materials and workmanship in terms of National Best Practice.

The price quoted against each item of this Bills of Quantities shall cover the full inclusive cost of the complete work to which it refers, as described in the Conditions of Contract and Specifications and as shown on the Drawings and shall allow for labour, material, transporting, loading, storage, supervision, commissioning, wastage, as well as the builders profit and attendance.

The Tenderer must ensure that he fully completes all columns of the Bill of Quantities including the Final Summary. The fully priced bill of quantities must be submitted with the tender or The Final Summary and the Section Summary pages MUST be returned with the tender document as indicated the PA-03 Notice and Invitation to Tender / PA-04 Notice and Invitation for quotation.

The tenderers are to ensure that they have read and understood the project specifications included in C3: Scope of Work. All the information provided in the Scope of Works form part of the work and must be included in the rates.

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

- (a) the form and nature of the Site and its surroundings, including subsurface conditions,
- (b) the hydrological and climatic conditions,
- (c) the extent and nature of work and materials necessary for the execution and completion of the Works,
- (d) the means of access to the Site and the accommodation he may require

and, in general, shall be deemed to have obtained all information (as far as is practicable) as to risks, contingencies and all other circumstances which may influence or affect his Tender"

#### **C2.1.6 VALUE ADDED TAX**

The **contract sum** must include for Value Added Tax (VAT). All rates, provisional sums, etc. in the **bills of quantities / lump sum document** shall be in Rands and cents and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Bill of Quantities. The rates must however be net (exclusive of VAT) with VAT calculated and added to the total value thereof in the Final Summary. All rates and amounts quoted in the Bill of Quantities

#### **C2.1.7 CORRECTION OF ENTRIES**

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

### **C2.1.8 ARITHMETICAL ERRORS**

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

### **C2.1.9 CONTRACT DOCUMENTS**

The Tenderers are advised to examine the bills of quantities, drawings and specifications including all other contract documents and make themselves thoroughly acquainted with the nature and requirements of the work, as no claim for extra payment in this regard will be entertained. Should any parts of the drawings not be clearly intelligible to the Tender, he must, before submitting his tender, obtain clarification from the Principal Agent.

### **C2.1.10 UNITS OF MEASUREMENT**

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

No.	=	Number
%	=	Percent
Sum	=	Lump sum
PCsum	=	Prime cost sum
Prov sum	=	Provisional sum
m <sup>3</sup> .km	=	Cubic metre - kilometre
Km-pas	=	kilometre - pass
m <sup>2</sup> .pass	=	square metre – pass

### **C2.1.11 TRADE NAMES**

Tenderers attention is drawn to the fact that wherever trade names or references to any catalogue have been made in these Bills of Quantities, it is purely to establish a standard for the required material. If use is made of any other equally approved material in lieu of the prescribed trade name or catalogue, the necessary price adjustments will be made.

### **C2.1.12 CONTRACT DOCUMENTS**

The Tenderers are advised to examine the bills of quantities, drawings and specifications including all other contract documents and make themselves thoroughly acquainted with the nature and requirements of the work, as no claim for extra payment in this regard will be entertained. Should any parts of the drawings not be clearly intelligible to the Tender, he must, before submitting his tender, obtain clarification from the Principal Agent.

### **C2.1.13 PAYMENTS**

Interim valuations and payments will be prepared on a monthly basis, all in terms of the conditions of contract.

The contractor is to note that no payment will be made for materials stored off site and in the case of materials being stored on site, payment will only be made for such materials on condition that they have not been delivered to the site prematurely, a tax invoice and proof of payment (ownership) is submitted by the Contractor.

### **C2.1.14 ACCOMMODATION ON SITE**

It is imperative to note that no living quarters for construction workers on site will not be permitted for the full duration of the contract unless otherwise stated in the contract data or permission be granted by the Employer.

## C2.1.15 LOCAL MATERIAL UTILISATION REPORT (LOCAL CONTENT)

**Submission of Local Material Utilisation Reports is *NOT APPLICABLE* to this project.**

Bidders to note that materials procured for the works should be from South African manufactures and suppliers. Imported materials shall only be considered under exceptional circumstances, based on compelling technical justifications, and subject to the approval by the NDPWI.

The contractor shall be responsible for record keeping, documenting and submission of monthly local material utilization report with supporting documentation to the Employer's representative within 7 working days of the beginning of the successive month, indicating the percentage targets achieved in terms of DTI&C designated industry/sector/sub-sector schedule as per the PA36 and Annexures C attached to the tender document. The final percentage achievement to be reconciled upon completion of the project and form part of the final account. Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

## C2.1.16 CONTRACT PARTICIPATION GOALS

The contractor shall achieve in the performance of this contract the following Contract Participation Goals (CPGs) as indicated below:

Provision for pricing of compliance with the achieving the CPGs is made in the Contract Participation Goal Section of the Bills of Quantities and it is explicitly pointed out that all requirements in respect of the aforementioned are deemed to be priced thereunder and no additional claims in this regard shall be entertained

Monthly progressive reports to be submitted to the Employer's representative indicating the percentage targets achieved which must be reconciled upon completion of the project and to form part of the final account.

### C2.1.16.1 MINIMUM TARGETED LOCAL BUILDING MATERIAL MANUFACTURERS CONTRACT PARTICIPATION GOAL

**The Minimum Targeted Local Building Material Manufacturers CPG is *NOT APPLICABLE* to this project.**

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Building Material Manufacturers CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.7.1. Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

### C2.1.16.2 MINIMUM TARGETED LOCAL BUILDING MATERIAL SUPPLIERS CONTRACT PARTICIPATION GOAL

**The Minimum Targeted Local Building Material Suppliers CPG is *NOT APPLICABLE* to this project.**

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Building Material Suppliers CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.7.2. Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports



to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

#### **C2.1.16.3 MINIMUM TARGETED LOCAL LABOUR CONTRACT PARTICIPATION GOAL**

The Minimum Targeted Local Labour Skills Development CPG is **NOT APPLICABLE** to this project.

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Labour CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.7.3. T Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

#### **C2.1.16.4 MINIMUM TARGETED ENTERPRISE DEVELOPMENT: CONTRACT PARTICIPATION GOALS (CPG)**

The Minimum Targeted Enterprise Development Contract Participation Goal is **NOT APPLICABLE** to this project.

A provisional amount has been allowed for within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Enterprise Development CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.7.4. The provisional amount allowed is for the appointment of training coordinator, mentor, training service providers and training of the beneficiary enterprises. The provisional amount will be adjusted in accordance with the actual Contract Amount (Awarded tender amount excluding allowance, provisional amounts and VAT) of the awarded bid.

Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

The contractor shall complete a separate bill of quantities upon the award of the project and identification of the respective beneficiaries and the appointment of the training coordinator, mentor, training service providers of which the cost will be offset against the provisional amount allowed in the Bills of Quantities.

#### **C2.1.16.5 MINIMUM TARGETED TARGETED CONTRACT SKILLS DEVELOPMENT GOALS (CSDG)**

The Minimum Targeted Contract Skills Development CPG is **APPLICABLE** to this project.

A provisional amount has been allowed for within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Skills Development CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.7.5. The provisional amount allowed is for:

- stipends payable to the beneficiaries
- appointment of training coordinator
- appointment of mentor (where applicable)
- appointment of training service providers
- other additional costs as per Table 3 of the Standard

The provisional amount will be adjusted in accordance with the actual Contract Amount (Awarded tender amount excluding allowance, provisional amounts and VAT) of the awarded bid.

Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

The contractor shall complete a separate bill of quantities upon the award of the project and identification of the respective beneficiaries. The CPG value to be achieved will be based on the actual contract amount which will be offset against the provisional amount allowed for within the Contract Participation Goal section in the Bill of Quantities.

## Payment

The contractor shall upon the appointment of beneficiaries, provide a breakdown of all the associated costs. The contractor shall provide a payment schedule as to how the CPG costs will be claimed against for inclusion in the monthly payment certificates.

### (a) Payment to the contractor to accommodate Part/Full Occupational qualification and Trade qualifications:

Should the contractor select Part/Full Occupational qualification and Trade qualifications learners, then the employer shall make provision for payment to the contractor as indicated in Table 3 of the Standard.

The contract skills participation goal, expressed in Rand, shall not be less than the contract amount multiplied by a percentage (%) factor given in Table 2 in the Standard for the applicable class of construction works. Should the contractor select Part/Full Occupational qualification and Trade qualifications learners, then the employer shall make provision for payment to the contractor as indicated in Table 3 of the Standard.

**Table 1: Contracting skills development goals for different classes of engineering and construction works contracts**

Source: cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No 48491 Government Gazette, 23 April 2023 (Table 2, Page 7)

Class of construction works as identified in terms of Regulation 25 (3) of the Construction Industry Regulations 2004		Construction skills development goal (CSDG) (%)
Designation	Description	
CE	Civil Engineering	0.25
CE and GB	Civil engineering and General Building	0.375
EE	Electrical Engineering works (buildings)	0.25
EP	Electrical Engineering works (infrastructure)	0.25
GB	General Building	0.5
ME	Mechanical Engineering works	0.25
SB	Specialist	0.25

No provision for an additional payment item for the payment of the supervisor and/or mentors for the provision of training as provided for in the Contract Participation Goal section in the Bill of Quantities for the training of part/full time occupational learners and/or trade qualification learners. The associated cost is deemed to be included in general supervision on site.

The contractor shall complete a separate bill of quantities upon award, indicating the type and number of beneficiaries as well as the associated Notional Cost of Training to be provided, on which payment will be based.

### (b) Payment to the contractor to accommodate Work Integrated Learners and Candidates for professional registration:





Should the contractor select Work Integrated Learners and/or Candidates for professional registration, then the employer shall make provision for payment to the contractor as indicated in Table 3 of the Standard.

Provisional amounts have been included in the Contract Participation Goal section in the Bill of Quantities for the training of Work Integrated Learners and Candidates for professional registration. The contractor shall price his Profit and Attendance (all inclusive of associated costs to the contractor for implementation and reporting), based on the provisional amount in the Contract Participation Goal section in the Bill of Quantities.

The contractor shall complete a separate bill of quantities upon award, indicating the type and number of beneficiaries as well as the associated Notional Cost of Training to be provided, on which payment will be based.

The CPG value to be achieved will be based on the contract amount as defined by the Standard, which will be offset against the provisional amount allowed for within the Contract Participation Goal section in the Bill of Quantities.

The contractor shall apportion the cost of accommodating work integrated learners (P1 and P2 learners) and candidates for professional registration by using Table 3 in the Standard and this cost will be used to determine the Rand value and will be used in determining the contract participation goal in the Bills of Quantities.

**Table 3: The notional cost of providing training opportunities per quarter**

Source: cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No 48491 Government Gazette, 23 April 2023 (table 3, Page 9)

Type of Training Opportunity	Provision for stipends (Unemployed learners only)	Provisions for mentorship	Provisions for additional costs*	Total costs	
				Unemployed learners	Employed learners
Method 1					
Occupational qualification	R7 000	R0	R9 000	R16 000	R9 000
Method 2					
TVET College graduates	R14 000	R0	R9 000	R23 000	N/A
Apprenticeship	R14 000	R0	R12 000	R26 000	R12 000
Method 3					
P1 and P2 learners	R24 000	R20 000	R4 500	R48 500	N/A
Method 4					
Candidates with a 3 year diploma	R37 000	R20 000	R4 500	R61 500	R20 000
Candidates with 4 year qualification	R47 000	R20 000	R4 500	R71 500	R20 000

Note: The notional cost of providing training opportunities will increase by CPI on an annual basis based on April CPI. Should the rates increase after bid award or during construction the rates will be adjusted as a provisional item.

**Example: Training Target Calculation for a R65,7m GB contract**

Contract amount R65 700 000  
Contract duration 12 Months  
CSDG 0,50%  
Minimum CSDG target  $0,50\% \times R65\,700\,000 = R328\,500$  (Minimum requirement)

Skills Types	Number of learners	Notional Cost / Learner / Quarter	Notional cost/learner/year	Total Notional Cost over 12 months Contract
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<b>Method 2:</b> Workplace learning opportunities, with unemployed TVET graduates	1	R23 000	R92 000	R92 000
<b>Method 3:</b> Candidacy for an unemployed learner with a 3-year qualification	1	R61 500	R246 000	R246 000
<b>Total</b>	<b>2</b>			<b>R338 000</b>

#### C2.1.16.6 NATIONAL YOUTH SERVICE TRAINING AND DEVELOPMENT PROGRAMME

The National Youth Service Training and Development Programme is **APPLICABLE** to this project.

The programme shall be implemented in terms of the Implementation of the National Youth Service Programme under the Expanded Public Works (EPWP) and shall be priced in the CPG section of the Bills of Quantities.

Provision has been made within the Contract Participation Goal section in the Bill of Quantities for the National Youth Service Training and Development Programme CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.7.6.

Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

#### C2.1.16.7 LABOUR-INTENSIVE WORKS

Labour Intensive Works is **NOT APPLICABLE** to this project.

Where labour intensive work is specified in the Bill of Quantities and indicated by "LI" the contractor must price for and include in rates. Contractors are expected to use their initiative to identify additional activities that can be done labour-intensively to comply with the set minimum labour intensity target. Provision has been made within the Contract Participation Goal section in the Bill of Quantities for the monthly reporting illustrating the value of the works executed under Labour Intensive Works CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.7.7 and any other supplementary specifications.

Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

#### C2.2 Submission of Accrual Reports

The Contractor shall submit accrual reports to the client representative at the end of March and September each year for the duration of the Service Contract period from the date of appointment up to and including project closeout. This is to ensure that PMTE complies with the accounting framework GRAP, which requires that PMTE disclose all its accruals as at the end of each reporting date. Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

SUBJECT : BILL OF QUANTITIES					
CAPE TOWN: MAINTENANCE, REPAIRS AND REFURBISHMENTS OF LIFTS IN VARIOUS GOVERNMENT BUILDINGS:					
AREA-A					
PART 1					
BILL NO. 1					
Item	Description	Unit	Quantity	Rate	Amount (Rands)
	<b>Bill No. 1</b>				
	<b>PRELIMINARIES &amp; GENERAL</b>				
1.001	Site establishment and de-establishment for the term of the project duration on various sites as and when establishment and de-establishment is needed for repair and maintenance works. The establishment will not be anticipated to be more than 3 calendar day at any one time.	sum	1	R	-
1.002	Onsite full-time on-site supervisory staff for duration of project as and when maintenance works is completed as well as ad-hoc repair works. All completed maintenance and repairs to be signed -off by site supervisory staff prior to completion and notification to the engineer.	sum	60	R	-
1.003	Health & safety management for duration of project (Risk, First Aid, Investigation etc) A dedicated Health And Safety Practitioner to be involved in all aspects of the project and report monthly on all incident reports as well as Health and Safety rating of performance on maintenance and repair works.	sum	60	R	-
1.004	Transportation (daily, including night shift & overtime allowance) & operational costs	sum	60	R	-
1.005	Project registration & Certification of Lifts with Department of Labour (Annexure-A,B,D,E)	sum	124	R	-
1.006	Shop Drawings, As-built drawings, O&M Manuals & Maintenance Registers	sum	124	R	-
1.007	Full-time Security personnel for duration of project on active construction sites	sum	40	R	-
1.008	Housekeeping to ensure safe & non-hazardous environment	sum	60	R	-
1.009	Licensing and maintenance of software components to control gear (all units) 60 month period	sum	124	R	-
	<b>ITEMS RELATED TO TENDER VALUE (Financial &amp; Operational risk cover)</b>				
1.010	Contractor's all risk insurance & public liability (fully operational site)	sum	1	R	-
1.011	Additional cost for operational damage exceeding contractor liability	sum	1	R	-
1.012	Cost of guarantees / sureties	sum	1	R	-
1.013	Financing costs (including escalation & exchange rate cover for imported materials)	sum	1	R	-
1.014	Call Centre Establishment for the full duration of the contract terms, The call centre will be active on a permanent basis with 24/7 assistance on incident reporting.	sum	1	R	-
1.015	Charges required on above item	%	10%		
1.016	Electronic monitoring system setup as and when required to be instructed by the engineer.	sum	40	R	-
1.017	Training on above	sum	40	R	-
1.018	Additional tests required by engineer	sum	1	R	-
	<b>Total Transferred To Summary Bill No. 7 (Part 1)</b>			R	-

**SUBJECT : BILL OF QUANTITIES****CAPE TOWN: MAINTENANCE, REPAIRS AND REFURBISHMENTS OF LIFTS IN VARIOUS GOVERNMENT BUILDINGS: AREA-  
PART 2****MAINTENANCE AND REPAIR WORKS****BILL NO. 2**

Item	Description	Unit	Quantity	Rate	Amount (Rands)	Note
2.000	<b>STANDARD MAINTENANCE ITEMS</b>  These rates below refer to general monthly, 6 monthly and annual reporting and standard maintenance according to OHS ACT 85 OF 1993 LIFT, ESCALATOR AND PASSENGER CONVEYOR REGULATIONS. Monthly reporting to be issued on all lift installations.				R -	
2.001	Payment reduction for non adherence on allocated timeframes for response on respective prioritized incidents			R -	R -	
2.002	Payment reduction exceeding maximum allowable downtime during terminal breakdown	hrs		R -2,000.00	R -	
2.003	Payment reduction exceeding maximum allowable downtime during emergency breakdown	days		R -2,000.00	R -	
2.004	Payment reduction exceeding maximum allowable downtime during normal breakdown	days		R -1,000.00	R -	
2.005	Allow for fault log triplicate book per lift installation to be kept in the motor room or top of lift cart in sealed envelope to ensure	sum	124		R -	
2.006	Monthly inspection reporting per lift for 60 month period inclusive of maintenance as per Occupational Health and Safety Specification	sum	124		R -	
2.007	6 Monthly inspection reporting per lift for 60 month period inclusive of maintenance as per Occupational Health and Safety Specifications.	sum	124		R -	
2.008	Annual inspection reporting per lift for 60 month period also issuing ANNEXURE A,B,D,E sign	sum	124		R -	
	<b>PROVISIONAL MAINTENANCE REPAIR ITEMS</b>  These rates are provisional allowances and will only be used on the engineers instruction and approval. The rates are applicable to all lift installations within this contract scope of works and to be approved by the engineer prior to any repair works to be implemented with comprehensive reporting and quantity verification for each repair task order number to be approved.  It should be noted that the rates below are additional to normal routine maintenance and intended for repair of damaged installations through operation.				R - R - R -	
3.000	Labour Items				R -	
3.001	Attending breakdown logged on call centre	no	1378		R -	
3.002	Comprehensive reporting as per specification per landing	no	100		R -	
3.003	Extraction/pumping water out of shaft pit	no	30		R -	
4.000	<b>DOOR EQUIPMENT AND MATERIAL</b>				R -	
4.001	Replace cart or loading dock panels				R -	
4.002	Painted panels				R -	
4.003	Up to 350mm wide	no	25		R -	
4.004	Up to 700mm wide	no	25		R -	
4.200	Brushed stainless steel				R -	
4.201	Up to 350mm wide	no	20		R -	
4.202	Up to 700mm wide	no	20		R -	
4.300	Replace car door operators and tracks				R -	
4.301	Up to opening 1500mm	no	20		R -	
4.302	Up to opening 2000mm	no	20		R -	
4.400	Replace landing door equipment				R -	
4.401	Up to 1500mm opening	no	40		R -	
4.402	Up to 2000mm opening	no	40		R -	
4.500	Replace landing door lock				R -	
4.501	Centre opening doors	no	20		R -	
4.502	Telescopic opening doors	no	20		R -	

4.503	Swing doors	no	5	R	-
4.504	Telescopic centre opening	no	20	R	-
4.600	Replace cart door safety detection devices	no	10	R	-
4.601	Replace complete cart door safety detection device	no	10	R	-
4.602	Replace 3d cart door safety detect	no	10	R	-
4.603	Replace a complete 3d cart door safety detection device	no	10	R	-
4.604	Replace Solid wooden swing door	no	5	R	-
4.605	Replacing of vision panel	no	20	R	-
4.606	Replace door closer	no	20	R	-
5.000	REPLACING DAMAGED DOOR EQUIPMENT AND MATERIAL			R	-
5.100	Refurbish Architrave and sills	no	70	R	-
5.101	Refurbish car/landing doors			R	-
5.102	Painted doors	no	50	R	-
5.103	Brushed stainless steel doors	no	50	R	-
5.200	REPAIR LANDING DOORS			R	-
5.201	Painted doors			R	-
5.202	On-site repair minor damage	no	10	R	-
5.203	Off-site repair major damage	no	10	R	-
5.204	Brushed Stainless steel doors			R	-
5.205	On-site repair minor damage	no	10	R	-
5.206	Off-site repair major damage	no	10	R	-
5.300	REPAIR SWING LANDING DOOR			R	-
5.301	Painted doors			R	-
5.302	On-site repair minor damage	no	5	R	-
5.303	Off-site repair major damage	no	5	R	-
5.304	Brushed Stainless steel doors			R	-
5.305	On-site repair minor damage	no	5	R	-
5.306	Off-site repair major damage	no	5	R	-
5.400	REPAIR CART DOORS			R	-
5.401	Painted doors			R	-
5.402	On-site repair minor damage	no	5	R	-
5.403	Off-site repair major damage	no	5	R	-
5.404	Brushed Stainless steel doors			R	-
5.405	On-site repair minor damage	no	5	R	-
5.406	Off-site repair major damage	no	5	R	-
5.500	REPAIR BI PARTING CAR/LANDING DOORS			R	-
5.501	On-site repair minor damage	no	15	R	-
5.502	Off-site repair major damage	no	15	R	-
5.600	Repair damaged cart door drive inclusive of operating unit	no	15	R	-
5.700	REPAIR CART EQUIPMENT & FINISHES			R	-
5.701	Replace interior cart wall finishes			R	-
5.702	Standard colour painted/laminate composite to specification detail	m2	200	R	-
5.703	Brushed stainless steel	m2	200	R	-
5.800	Replacing of mirror panels	m2	200	R	-
5.900	Repalce cart floors			R	-
5.901	Rubberized/PVC panel tiles as per specification	m2	400	R	-
5.902	PVC vinal as per specification	m2	100	R	-
5.903	PVC laminate as per medical facility specification	m2	100	R	-
6.000	Replacing of handrail/bumper rail	no	60	R	-
6.100	Replace ceiling diffuser prismatic	m2	80	R	-
6.101	Replace ceiling diffuser opal	m2	80	R	-
6.102	Replace ceiling diffuser plaster board finish	m2	80	R	-
6.200	Replace cart extraction/fresh air fan to specification	no	135	R	-
6.300	Replacing cart operation manuals			R	-
6.301	15 Stops to a maximum of 20	no	10	R	-
6.302	10 Stops to maximum 15	no	10	R	-
6.303	5 Stops to maximum 10	no	10	R	-
6.304	0 Stops to maximum 5	no	74	R	-
6.305	Stairclimber/Disabled vertical and horizontal lift	no	20	R	-
6.400	Repacing of landing or cabin operating panel with Braille buttons	no	80	R	-

6.401	Repacing of existing landing or cabin operating panel	no	50	R	-
6.402	Repacing of existing landing or cabin operating panel indicator units	no	15	R	-
6.403	Repacing of existing landing and/or cabin operating panel voice attenuation installation	no	40	R	-
6.404	Replacing of above battery back-up unit	no	40	R	-
6.405	Replacing of downlighter(LED) installation	no	100	R	-
6.406	Replacing of tube LED light fitting	no	100	R	-
6.407	Replacing of emergency lighting in cart and landing area	no	124	R	-
6.408	Replacing of goods lift curtain to 2000mm height	no	15	R	-
6.500	LIFT HOISTING MATERIAL			R	-
6.600	Replacing of elevator ropes			R	-
6.601	Supply and install hoist ropes as per specification			R	-
6.602	8mm 8x19 fibre core	no	2200	R	-
6.603	10mm 8x19 fibre core	no	2200	R	-
6.604	13mm 8x19 fibre core	no	2200	R	-
6.605	16mm 8x19 fibre core	no	2200	R	-
6.700	Supply and install compensation ropes as per specification			R	-
6.701	14mm 6x19 fibre core	no	700	R	-
6.702	20mm 6x19 fibre core	no	700	R	-
6.703	26mm 6x19 fibre core	no	700	R	-
6.704	32mm 6x19 fibre core	no	700	R	-
6.800	Supply and install Governor ropes as per specification			R	-
6.801	6mm 6x19 fibre core	no	800	R	-
6.802	8mm 6x19 fibre core	no	800	R	-
6.803	10mm 6x19 fibre core	no	800	R	-
6.804	12mm 6x19 fibre core	no	800	R	-
6.900	Supply and install flat trailing cable			R	-
6.901	24 Core 0,75mm2	no	1000	R	-
6.902	20 Core 0,75mm2 + 2 x screened twisted 0,5mm2	no	1000	R	-
6.903	24 Core 0,75mm2 + Coaxial	no	1000	R	-
7.000	Supply and install emergency release/lowering device	no	10	R	-
7.001	Supply and install safety gear as per specification	no	15	R	-
7.100	Replacing of controller/drive controller			R	-
7.101	Complete new controller with VVVF(variable frequency) drive	no	10	R	-
7.102	Complete new VVVF(variable frequency drive) controller	no	10	R	-
7.103	Supply and install hoist motor as per specification	no	5	R	-
7.104	Supply and install new gear, pinion and sheave complete as per specification	no	5	R	-
7.105	Supply and install new re-generative drive	no	10	R	-
7.106	Supply and install electrical surge protection/Static protection/power fluctuator protection PLC	no	10	R	-
7.200	ALARM/ INTERCOM SYSTEMS			R	-
7.201	Supply and install remote intercom to Building reception as per specification	no	100	R	-
7.202	Supply and install GSM Intercom linked to alarm unit to call centre	no	100	R	-
7.203	Cart Fire Detection Unit GSM linked to REMRAD Fire Brigade Linkage System	no	124	R	-
7.300	Guiderail Replacement complete with fastening equipment, testing, lubrication and comissioning as per specification	m	500	R	-
7.400	Chairclimber/Wheelchair lift maintenance			R	-
7.401	Replace motor control on chair climber unit	no	10	R	-
7.402	Replace motor on chair climber unit	no	10	R	-
7.403	Replace gear mechanism of chair climber unit	no	10	R	-
7.404	Gear and motor lubrication service	no	20	R	-

SUBJECT : BILL OF QUANTITIES					
CAPE TOWN: MAINTENANCE, REPAIRS AND REFURBISHMENTS OF LIFTS IN VARIOUS GOVERNMENT BUILDINGS: AREA-A					
PART 3					
BILL NO. 3					
Item	Description	Unit	Quantity	Rate	Amount (Rands)
8.000	<b>Bill No. 3</b> <b>BUILDER'S WORK &amp; MAKING GOOD</b>				
8.100	Making Good around at all door openings/cladding interfaces, including minor patch work, filling and painting to match existing paint work to highest quality standard similar or equal to Dulux Luxurious Silk as approved by the engineer.	m2	1000	R	-
8.101	Making Good around at all door landings/tile interfaces, including minor patch work and re-tiling to match existing tiles/floor covering to highest quality standard wall and floor tile similar or equal in quality to CTM Kilimanjaro Moremi Range 420mm x 420mm as approved by the engineer.	m2	500	R	-
8.102	Painting in two coats of paint to all lift room walls to highest quality standard, approximately - L(4) x B(3.6) x H(2) similar in quality or equal to Polyurethane floor paint DURAM Showfloor as approved by the engineer.	m2	500	R	-
8.103	Supply and install new DCP Fire extinguisher 9 kg inclusive of wooden bracket 150mm wide and 250mm in length with a minimum width of 30mm inclusive of metal hook fastened flush against the wall or top of lift cart.	no	135	R	-
8.104	Supply and install water proofing on leaking roof corrugated iron, IBR, Tiles similar in quality or equal to Ecorubber or as approved by the engineer.	m2	250	R	-
8.105	Supply and install water proofing on leaking roof Concrete roof, torch on waterproofing membrane similar to in quality or equal to EcorubberDerbigum or as approved by the engineer.	m2	250	R	-
8.106	Supply and install machine room extractor fan similar in quality or equal to Xpelair 89972 Inclusive of 1000mm 150mm Flex Ducting supported on soffit slab at intervals of 30mm inclusive of all saddles and sundries.	no	250	R	-
8.107	Supply and install shaft room smoke control extractor fan similar in quality or equal to Xpelair 89972 Inclusive of 1000mm 150mm Flex Ducting supported on soffit slab at intervals of 30mm inclusive of all saddles and sundries. As instructed by the engineer.	no	250	R	-
8.108	Supply and install machine room extractor fan cowl/weather louvre similar in quality or equal to a manrose cowl vent constructed from mild steel galvanized 0.5mm thickness with wired mesh arrangement cowl opening preventing birds and debris from entering into the extractor fan. 350mm x 350mm to be installed over the extractor fan as and when instructed by the engineer.	no	500	R	-
8.109	Supply and install machine room steel safety gate standard door dimensions apply 2000mm(h) x 900(w) with normal ironmongery lock and keys or as instructed by the engineer.	no	80	R	-
8.110	Supply and install pit sump pump inclusive of soak away to storm water tie 8 m allowance inclusive of 32mm PVC piping and accessories, Breaking away to tie into soak away and making good building works where penetrations and allowances were required.	no	40	R	-
8.111	Build new sump 300mm(h) x 300mm(w) x 300mm (d) inclusive of breaking out making good.	no	10	R	-
8.112	Install maintenance record holder 400mm (w)x 300mm(h)x 150(d) wooden racking to neatly hold all maintenance booklets and operational manuals.	no	100	R	-
8.113	Install chair climber key for control device holder not more that 1m from chair climber complete in Wall-mounted Key Lock Box Household Password Safe Box	no	35	R	-
<b>Total Transferred To Tender Summary Bill No. 7 (Part 3)</b>				R	-

**SUBJECT : BILL OF QUANTITIES**

**CAPE TOWN: MAINTENANCE, REPAIRS AND REFURBISHMENTS OF LIFTS IN VARIOUS GOVERNMENT BUILDINGS: AREA-A**  
**PART 4**

**BILL NO. 4**

Item	Description	Unit	Quantity	Rate	Amount (Rands)
	<u>Bill No. 4</u>				
	ELECTRICAL & ELECTRONIC WORKS (by domestic sub-contractor)				
	<u>Replace electrical equipment(Excl Switchgear) Inclusive of Certificate of compliance issue the below are procidional allowances for electrical maintenance an d repiars also accomodating emergency backup inegration as and when needed and as instructed and approved by the engineer.</u>				
8.601	100A, 20 Way DB 5kA Fault level	SUM	6		R -
8.602	200A, 72 Way DB 10kA Fault level	SUM	6		R -
8.603	DB Mounted Circuit breakers				R -
8.604	100A 3PH 5kA	no	10		R -
8.605	200 3 Ph 10kA	no	10		R -
8.606	DB Mounted Circuit Isolators				R -
8.607	Up to 80 A 1PH 5KA	no	20		R -
8.608	Up to 80 A 3PH Lockable	no	20		R -
8.609	DB Mounted Earth Leakage				R -
8.610	30A EL	no	20		R -
8.611	63A EL	no	60		R -
8.612	Replace shaft light fitting 1,2m LED 16W Complete with IR Sensor switching operation complete with mounting bracket.	no	120		R -
8.613	Wiring and cabling replacement and accessories				R -
8.614	Supply and install 2,5mm single core PVC insulated wiring to power point	m	6000		R -
8.615	Supply and install 4mm single core PVC insulated wiring to power point	m	1350		R -
8.616	Supply and install 6mm single core PVC insulated wiring to power point	m	1350		R -
8.617	10 x 3 core armoured insulated Cable inclusive of Embedded Earth Core	m	1000		R -
8.618	Bosal Conduit 32mm Galvanized as per specification inclusive of sadlles and fastening accessories	m	1000		R -
8.619	PVC 20mm conduit inclusive of sadles and fastening devices as per specification	m	1000		R -
8.620	PVC 20mm Spragueconduit flex inclusive of sadles and fastening devices	m	1500		R -
8.621	Electronic Access control Card Type Reader integration into lift installation	no	15		R -
8.622	Link Lift Fire Protocol to existing Fire Detection/Protection System	no	30		R -
	<b>Total Transferred To Tender Summary Bill No. 7 (Part 4)</b>				R -



**CPG Bill of Quantities**

**CAPE TOWN: MAINTENANCE, REPAIRS AND REFURBISHMENTS OF LIFTS IN VARIOUS GOVERNMENT BUILDINGS: AREA-A  
BILL NO.05**

Item	CONTRACT PARTICIPATION GOALS (CPG) DESCRIPTION	Unit	Rate / %	Amount
9.1	<b>MINIMUM TARGETED LOCAL LABOUR SKILLS DEVELOPMENT</b>			
9.2	<b>MINIMUM TARGETED SKILLS DEVELOPMENT GOALS</b>			
9.201	A provisional amount has been allowed for the Minimum Targeted Development CPG in the execution of this project as described in PG-01.1 (EC) / PG-01.2 (EC) SCOPE OF WORKS C3.7.6.			
9.202	<ul style="list-style-type: none"> <li>• stipends payable to the beneficiaries</li> <li>• appointment of training coordinator</li> <li>• appointment of mentor (where applicable)</li> <li>• appointment of training service providers</li> <li>• other additional costs as per table 3 of the Standard</li> <li>• monitoring and monthly reporting</li> </ul>	PS	0.50%	1,000,000
9.203	Allowance for profit all inclusive of associated costs to the contractor for implementation.	%		
9.204	Allowance for attendance all inclusive of associated costs to the contractor for implementation.	%		
9.3	<b>NATIONAL YOUTH SERVICE TRAINING AND DEVELOPMENT PROGRAMME</b>			
9.301	<b>Enterprise Development</b>			
9.302	Enterprise Development of Targeted Enterprise or JV partners			
9.303	Appointment of training co-ordinator (As determined by the PA)	Per Quarter	10	
9.304	Appointment of Mentor /Training Service provider (As determined by the PA)	Per Quarter	10	
9.305	Needs Analysis and Enterprise Development Plan per Targeted Enterprise (As prescribed by the CIDB Standards)	No.	5	
9.306	Monitoring and Interim reporting per targeted enterprise (As prescribed by the CIDB Standards)	Per Quarter	20	
9.307	Project Completion report per Targeted Enterprise (As prescribed by the CIDB Standards)	No.	1	
				0
	<b>Total carried to Enterprise Development at CPG Section</b>			<b>R0</b>

**PROJECT CAPE TOWN: MAINTENANCE, REPAIRS AND REFURBISHMENTS OF LIFTS IN VARIOUS  
NAME: GOVERNMENT BUILDINGS: AREA-A**



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

**EXPANDED PUBLIC WORKS PROGRAMME**

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
200	<b>SECTION NO 6</b> <b>BILL NO 6</b> <b>INFRASTRUCTURE PROJECTS</b> <b>PREAMBLES</b>  Tenderers are advised to study the Additional Specification SL: Employment and Training of Labour on the Expanded Public Works Programme (EPWP) Infrastructure Projects: National Youth Service, as bound elsewhere in the Bills of Quantities, and then price this Bill accordingly				
200.01	<b>TRAINING OF YOUTH WORKERS</b> (TARGET: 60 YOUTH WORKERS)				
	<b>Orientation, Life skills development and technical training:</b>				
200.01.01	Orientation and Life skills development training for youth workers for an average of 10 days per youth worker (ref. SL 11.01.01)	PC		Sum	89,284.79
200.01.02	Technical skills training for youth workers for an average of 79 days per youth worker (ref. SL 11.01.02)	PC		Sum	1,097,210.88
200.01.03	Provide Medical Surveillance	PC		Sum	29,761.60
	The above items are only applicable if NYDA do not fund the specific training.				
200.01.03	Payment Reduction due to not meeting the training target (ref. SL 11.03)	Youth-worker	Contract Penalty		
200.01.04	Profit and attendance on condition that services and cost has been incurred (on items 200.01.01 and 200.01.02 above)	%			-
200.02	<b>TRAVELING DURING ON-SITE TRAINING:</b>				
200.02.01	<b>Training of-site and Practical Experience on-site for the entire contract period (ref. SL 11.02.01)</b>				
	.01 Traveling (based on R70 per day return trip/youth worker)	PC		Sum	183,331.44
	.02 Profit and attendance on condition that services and cost has been incurred (on item .01 above)	%			
200.04	<b>EMPLOYMENT OF YOUTH WORKERS</b>				
200.04.01	Employment of youth workers	PC		Sum	1,759,981.81
	The unit of measurement shall be the number of youth workers at the labour rate of R 112.00 per day on Training as per EPWP Ministerial Determination multiplied by the period employed in months and the rate tendered shall include full compensation for all costs associated with the employment of youth workers and for complying with the conditions of contract. The cost for the training shall be excluded from this item. This item is based on 12 months maximum appointment for youth workers				
200.04.02	Profit and attendance on condition that services and cost has been incurred (ref. SL 11.04.02)	%			-

	Carried forward	R	
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public works

Department:  
Public Works  
REPUBLIC OF SOUTH AFRICA

## EXPANDED PUBLIC WORKS PROGRAMME

ITEM NO	DESCRIPTION	UNIT	QUAN-TITY	RATE	AMOUNT
	Brought forward			R	0.00
<b>200.05</b>	<b><u>PROVISION OF EPWP DESIGNED OVERALLS AND HARD HATS TO YOUTH WORKERS</u></b>				
200.05.01	Supply EPWP branded 2 x overalls, safety boots and 1 x EPWP branded hard hat to youth workers (ref. SL 11.05.01)	PC		Sum	77,380.15
200.05.02	Profit and attendance on condition that services and cost has been incurred (ref. SL	%			-
<b>200.06</b>	<b><u>PROVISION OF BASIC TOOLS FOR YOUTH WORKERS</u></b>				
200.06.01	Provide all youth workers with prescribed tools for their respective trades. Specification for the mentioned tools to be provided by the Service Provider. These tools will become the property of the youth workers after the completion of the programme (ref. SL 11.06.01)	PC		Sum	89,284.79
200.06.02	Profit and attendance on condition that services and cost has been incurred (ref. SL 11.06.02)	%			-
<b>200.07</b>	<b><u>APPOINTMENT OF YOUTH TRAINING COORDINATOR (TRAINING OFFICER/S)</u></b>				
200.07.01	Appointment of Youth Training Coordinator/s for the duration of the contract (ref. SL 11.07.01)	PC		Sum	234,000.00
<b>200.08</b>	<b>LIAISON WITH SERVICE PROVIDER (ref. SL 11.08)</b>	hours	240		
<b>200.09</b>	<b>LOGISTICS FOR EXIT WORKSHOPS</b>				
200.09.01	Provide logistic items for exit workshop (Catering, Orange Golf T-Shirts, Venue Hire and Sound System).	PC	1	10,381	10,381
<b>200.10</b>	<b><u>APPOINTMENT OF YOUNG PROFESSIONALS</u></b>				
200.10.01	Appointment of Young Professionals for the duration of the contract.	PC		Sum	886,277.48
Carried to Final Summary				R	

CAPE TOWN: MAINTENANCE, REPAIRS AND REFURBISHMENTS OF LIFTS IN VARIOUS GOVERNMENT BUILDINGS: AREA-A PART 7				
ITEM	SUMMARY			AMOUNT (Rands)
	No.	DESCRIPTION	FROM PART NO.	
		Bill No. 7 MAIN OFFER		
10,001	1	Preliminaries & General	1	R -
10,002	2	Lift Maintenance & Repairs	2	R -
10,003	3	Builder's Work and Making Good	3	R -
10,004	4	Electrical & Electronic Work	4	R -
10,005	5	CPG	5	R -
10,006	6	NYS-EPWP	6	R -
		SUB-TOTAL 1		R -
		VAT (15%)		R -
		TOTAL INCLUSIVE ESTIMATE OF VAT TO BE CARRIED OVER TO FORM OF OFFER AND ACCEPTANCE		R -



public works  
& infrastructure

Department:  
Public Works and Infrastructure  
REPUBLIC OF SOUTH AFRICA

## PROJECT SPECIFICATION. PG-01.1 (EC) SCOPE OF WORK & SPECIFICATIONS

## PG-01.1 (EC) SCOPE OF WORKS – GCC 3<sup>rd</sup> Edition (2015)

Project title:	CAPE TOWN: MODERNISATION, REPAIRS AND MAINTENANCE OF LIFTS:AREA-A		
Tender no:	CPT1004/23	Reference no:	

### C3. Scope of Works

#### CONTENTS

#### C3.1 STANDARD SPECIFICATIONS

#### C3.2 PROJECT SPECIFICATIONS

##### A: GENERAL

- PS-1 PROJECT DESCRIPTION
- PS-2 DESCRIPTION OF SITE AND ACCESS
- PS-3 DETAILS OF CONTRACT
- PS-4 CONSTRUCTION AND MANAGEMENT REQUIREMENTS
- PS-5 CONSTRUCTION PROGRAMME
- PS-6 SITE FACILITIES AVAILABLE
- PS-7 SITE FACILITIES REQUIRED
- PS-8 REQUIREMENTS FOR ACCOMMODATION OF TRAFFIC
- PS-9 OCCUPATIONAL HEALTH AND SAFETY
- PS-10 ADVERSE WEATHER CONDITIONS

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

##### B: AMENDMENTS TO THE PARTICULAR SPECIFICATIONS

Insert amendments to particular specifications

#### C3.3 PARTICULAR SPECIFICATIONS

List particular specifications

#### C3.4 STANDARD SPECIFICATIONS:

The standard specifications on which this contract is based are the **South African Bureau of Standards Standardized Specifications for Civil Engineering Construction SABS 1200**. (Note to compiler. "SABS" has been changed to "SANS"; the SABS 1200 specifications are due to be replaced in the foreseeable future by SANS 2100)

Although not bound in nor issued with this Document, the following Sections of the Standardized Specifications of SABS 1200 shall form part of this Contract:

- SANS 10400 - Building code
- SANS 204 - Green Design Code
- SANS 10139 - Fire detection & Alarm systems for buildings
- National Building Regulations and Building Standards Act 103 of 1977



- SANS 7240-16: Fire detection and alarm systems Part 16: Sound system control and indicating equipment
- SANS 7240-19: Fire detection and alarm systems Part 19: Design, installation, commissioning, and service of sound systems for emergency purposes
- Local municipal by-laws and regulations
- Local Fire & Ventilation Regulation
- NDPWI Specifications and standards
- SANS 1545-1 2009 Safety rules for the construction and installation of Lifts - Electrical Lifts
- SANS 1545-2 2009 Safety rules for the construction and installation of Lifts - Hydraulic Lifts
- SANS 1545-3 2009 Safety rules for the construction and installation of Lifts – Lifts for persons with physical disabilities – Stair lifting Platforms
- SANS 1545-4 2009 Safety rules for the construction and installation of Lifts – Lifts for persons with physical disabilities – Vertical lifting Platforms
- SANS 1545-5 2009 Safety rules for the construction and installation of Lifts – Electrical and hydraulic – Access Goods lift
- SANS 1545-9 2009 Safety rules for the construction and installation of Lifts – Lift landing door fire resistance testing
- SANS 50081-70 Safety rules for construction and installation of lifts
- SANS 53015 The maintenance and repairs of electric and hydraulic powered lifts, escalators, and passenger conveyors)

### 3.5 PROJECT SPECIFICATIONS:

#### Status

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

Part1 A contains a general description of the works, the site and the requirements to be met.

Part B contains variations, amendments and additions to the Standardized Specifications and, if applicable, the Particular Specifications.

In the event of any discrepancy between a part or parts of the Standardised of Particular Specifications and the Project Specification, the Project Specification shall take precedence. In the event of a discrepancy between the specifications, (including the Project Specifications) and the drawings and / or the Bill of Quantities, the discrepancy shall be resolved by the Engineer before the execution of the work under the relevant item.

#### 3.5.1 GENERAL

##### PS-1 PROJECT DESCRIPTION:

**REPAIRS AND MAINTENANCE OF VARIOUS LIFTS IN THE WESTERN CAPE (AREA A) FOR A 5 YEAR PERIOD**  
**PLEASE SEE ATTACHED DETAILED SHEET OF INSTALLATIONS COVERED WITHIN THE SCOPE OF WORKS.**

#### 3.5.2 AMENDMENTS TO THE STANDARD AND PARTICULAR SPECIFICATION:

**PLEASE REFER TO TERMS OF REFERENCE**

### **C3.5.3 PARTICULAR SPECIFICATIONS:**

**PLEASE REFER TO TERMS OF REFERENCE.**

### **C3.6 STANDARD MINIMUM REQUIREMENTS**

In terms of section 5(2) of the Construction Industry Development Board Act, 2000 (Act no. 38 of 2000) (the Act), the Construction Industry Development Board is empowered to establish and promote best practice standards, Standard Requirements and Guidelines which includes the following but not limited to:

- C3.6.1 cidb Best Practice: Green Building Certification, No. 34158 Government Gazette, 1 April 2011
- C3.6.2 cidb Standard for Developing Skills through Infrastructure Contracts, No. 36760 Government Gazette, 23 August 2013
- C3.6.3 cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013
- C3.6.4 Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017, No. 40553 Government Gazette, 20 January 2017
- C3.6.5 cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts, No. 41237 Government Gazette, 10 November 2017
- C3.6.6 cidb Standard for Minimum Requirements for Engaging Contractors and Sub-Contractors on Construction Works Contracts, No. 41237 Government Gazette, 10 November 2017
- C3.6.7 cidb Standard for Minimum Requirements for Engaging Contractors and Sub- Contractors on Construction Works Contracts, No. 42021 Government Gazette, 9 November 2018
- C3.6.8 cidb Standard for Developing Skills through Infrastructure Contracts, No 48491 Government Gazette, 23 April 2023

### **C3.7 CONTRACT PARTICIPATION GOALS AND CIDB BUILD PROGRAMME**

Provision has been made within the Contract Participation Goal section in the Bill of Quantities for the respective CPGs. Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

Monthly progressive reports to be submitted to the Employer's representative indicating the percentage targets achieved which must be reconciled upon completion of the project and to form part of the final account.

The contractor shall achieve in the performance of this contract the following Contract Participation Goals (CPGs) as indicated below:

#### **C3.7.1 Minimum Targeted Local Material Manufacturer Contract Participation Goal**

**The Minimum Targeted Local Building Material Manufacturers CPG is NA to this project.**

It is the requirement of the employer that the contractor enhances the use of local Small, Micro and Medium Enterprise Local Material Manufacturers (SMME's) in executing this contract, irrespective whether a minimum percentage Participation Goals is applicable or not.





The Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020.

A Targeted Local Material Manufacturer is a targeted enterprise that operates or maintains a factory or establishment that produces on its premises materials or goods required by the principal contractor for the performance of the contract.

Note: Adapted from SANS 10845-7:2015, definition 2.13

Preference shall be given to the Targeted Local Material Manufacturer where feasible in **NA**, and provided that:

- (a) Such materials comply in all respects with the specific requirements of PW371 and SANS specifications,
- (b) The non-availability of such materials shall not adversely affect the desired progress of the specific works,
- (c) The use of such suppliers shall not constitute grounds for any claim for increased cost in respect thereof,
- (d) Materials of at least **NA** of the total value of materials purchased excluding VAT to be sourced from within **NA km** radius of the project site,
- (e) Material of at least **NA** of the total value of materials purchased excluding VAT to be sourced from within **NA km** radius of the project site.

Failure to achieve the minimum specified value as indicated in the CPG Bill of Quantity Section for Targeted Local Material Manufacturer participation will result in a **thirty percent (30%)** penalty of the prorate targeted value of materials not complied with unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

The contractor shall submit monthly reports in terms of monthly achievement and accumulative targets achieved including audited supporting documentation to the Employer's Representative.

### **C3.7.2 Minimum Targeted-Local Building Material Suppliers Contract Participation Goal**

**The Minimum Targeted Local Building Material Suppliers CPG is NA to this project.**

It is the requirement of the employer that the contractor enhances the use of local Small, Micro and Medium Enterprise Local Material Suppliers (SMME's) in executing this contract, irrespective whether a minimum percentage Participation Goals is applicable or not.

The Minimum Targeted Local Manufacturers of Material Contract Participation Goal shall be achieved in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract..

A targeted supplier is a targeted enterprise that

- a) owns, operates or maintains a store, warehouse or other establishment in which goods are bought, kept in stock and regularly sold to wholesalers, retailers or the public in the usual course of business; and
- b) engages, as its principal business and in its own name, in the purchase and sale of goods.

Note: Adapted from SANS 10845-7:2015, definition 2.14

Preference shall be given to the local material suppliers where feasible in the **NA**, and provided that:

- (a) Such materials comply in all respects with the specific requirements of PW371 and SANS specifications,
- (b) The none availability of such materials shall not adversely affect the desired progress of the specific works,
- (c) The use of such suppliers shall not constitute grounds for any claim for increased cost in respect thereof,



- (d) Materials of at least **NA** of the total value of materials purchased excluding VAT to be sourced from within **NA km** of the project site,
- (e) Material of at least **NA** of the total value of materials purchased excluding VAT to be sourced from within **NA km** of the project site.

Failure to achieve the minimum specified value as indicated in the CPG Bill of Quantity Section for Targeted Local Material Manufacturer participation will result in a **thirty percent (30%)** penalty of the prorated targeted value of materials not complied with, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

The bidder shall submit monthly reports in terms of monthly achievement and accumulative targets achieved including audited supporting documentation to the Employer's Representative.

### **C3.7.3 Minimum Targeted Local Labour Skills Development Contract Participation Goal**

**The Minimum Targeted Local Labour Skills Development CPG is NA to this project.**

It is the requirement of the employer that the contractor enhances the use of local labour in executing this contract. This is required to be done through the use of both traditional building techniques and labour-intensive construction techniques careful and considered construction planning and implemented in the project irrespective whether a minimum percentage Participation Goal is applicable or not.

The Minimum Targeted Local Skills Development Contract Participation Goal shall be achieved in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. No. 48491 of 28 April 2023 and the cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract..

Targeted labour: individuals who:

- a) are employed by the principal contractor, sub-contractor or targeted enterprises in the performance of the contract;
- b) are defined as the target group in the targeting data; and
- c) permanently reside in the target area or who are recognized as being residents of the target area on the basis of identification and association with and recognition by the residents of the target area.

Adapted from SANS 10845-7:2015, definition 2.12

Targeting of labour by skills categories is only permissible within categories of semi-skilled and unskilled labour.

Contract participation goals for semi-skilled and unskilled labour shall be limited to on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract and in a manner that does not compromise worker health and safety. In the case of targeted labour, the certification of records shall be in accordance with SANS 10845-8.

Beneficiaries will be sourced from the **NA** for the full duration of the Construction Period, employed by either the principal contractor, sub-contractors or targeted enterprises. The total number of working days to complete the Works amount to **NA** working days. The minimum CPG participation for Targeted Local Labour Skills Development is **NA**, expressed as a percentage of the total number of working days required to complete the Works. The contractor shall attain or exceed the CPG in the performance of the contract. Failure to achieve the minimum Targeted Local Labour Skills Development CPG will result in a payment reduction of **R5 000** (Excluding VAT), per working day which training has not been provided to the workforce in attendance, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

The bidder shall submit monthly reports in terms of monthly achievement and accumulative targets achieved including audited supporting documentation to the Employer's Representative.



### C3.7.4 CIDB BUILD PROGRAMME: Minimum Targeted Enterprise Development Contract Participation Goal

The Minimum Targeted Enterprise Development CPG is **NA** to this project.

The aim of this best practice standard for indirect targeting for enterprise development in accordance with the Standard for Indirect Targeting for Enterprise Development (published in Government Gazette 36190 of 25 February 2013), as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract, is to promote enterprise development by providing for a minimum Contract Participation Goal (CPG) of **NA** of the contract amount as defined in the Standard (Tender amount, excluding allowances and VAT) on selected contracts to be undertaken by joint-venture partners or to be sub-contracted to developing contractors that are also to be beneficiaries of enterprise development support from the main contractor.

The bidder shall submit monthly reports in terms of monthly achievement and accumulative targets achieved including audited supporting documentation to the Employer's Representative.

The lead partner or main contractor shall dedicate a **minimum NA** of the tender value at the time of award, excluding allowances and VAT, to provide developmental support to targeted subcontractor or joint venture partner applicable to contracts in Grades 7 to 9, General Building and Civil Engineering contracts. Preference will be given to NA Enterprises.

Failing to achieve the targeted Contract Skills Development Goal will result in A) a thirty percent (30%) penalty of the value of the portion not achieved, excluding VAT, and B) the issuing of completion certificates only after the completion certificate of achieving the skills development goal, counter-signed by the relevant individuals has been submitted, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

The bidder shall submit monthly reports in terms of monthly achievement and accumulative targets achieved including audited supporting documentation to the Employer's Representative.

#### C3.7.4.1 Criteria

The main or lead partner of the successful bidder shall:

- (a) There must be a needs analysis for indirect targeting and development or skill standard and should be development in at least any two developmental areas namely;
  - Administrative and cost control systems
  - construction management systems and plans
  - planning, tendering and programming
  - business; technical; procurement skills
  - legal compliance
  - credit rating/history; financial loan capacity/history
  - contractual knowledge
- (b) The above needs analysis shall be mutually agreed upon between contractor and targeted enterprise
- (c) The contractor shall appoint an enterprise development coordinator to:
  - perform needs analysis on the targeted enterprise to identify developmental goals
  - develop a project specific enterprise development plan to improve the targeted enterprise/s performance in the identified developmental areas
  - provide internal mentorship support to improve the targeted enterprise/s performance
  - monitor and submit to the employer's representative a monthly enterprise development report thereby reporting on the progress of the agreed development areas with the targeted enterprise/s
  - submit a project completion report to the Employer's representative for each targeted enterprise.

C3.7.4.2 Management

The contractor shall provide a competent person/s to provide internal mentorship to the Targeted Enterprise/s in the two agreed developmental areas.

C3.7.4.3 Competence Criteria for an Enterprise Development Co-ordinator

The enterprise development co-ordinator shall have the following competencies:

- Minimum experience of 5 years in the construction industry at Managerial level as a Site Agent, Contracts Manager, Site Manager, Construction Manager, Business Development Manager or Enterprise Development Manager.
- Minimum experience of 2 years in training and development in Building or Construction; and
- National Diploma or B Degree in the Built Environment or Business Management

C3.7.4.4 Format of Communications

The contractor shall submit to the Employer's Representative:

- *Project interim reports* in the specified format (**ED105P**) detailing interim values of the CPG that was achieved together with an assessment of the enterprise development support provided should be tabled and discussed at least monthly at progress meetings between employer's representative and the contractor;
- *Project completion report* in the specified format (**ED101P**) to the Employer's Representative for acceptance within 15 days of achieving practical completion. The report shall include the value of the CPG that was certified in accordance with the contract, cidb registration numbers of each and every targeted enterprise, and the value of the subcontracted works or of the joint venture entered into; and the participation parameter
- *Enterprise development declaration* (**ED104P**).

C3.7.4.5 The Key Personal

The contractor shall appoint an Enterprise Development Co-ordinator and a competent person/s to provide internal mentorship.

C3.7.4.6 Management Meetings

The contractor shall report to the Employer's Representative on the implementation and progress of the targeted enterprise development and CPG at monthly progress site meetings.

C3.7.4.7 Forms for contract administration

The contractor shall submit to the Employer's Representative the following proformas:

- Form ED 105P Project Interim Report
- Form ED 104P Enterprise Development Declaration
- Form ED 101P Project Completion Report

C3.7.4.8 Records

The contractor shall:

- keep records of the targeted enterprise development



- keep records of the payments made to the targeted enterprises in relation to the CPG.
- ensure all the documentation required in terms of the Standard is provided with each monthly progress payment certificate and according to a prescribed format where applicable.

#### C3.7.4.9 Payment Certificates

The contractor shall:

- achieve the measurable CPG and providing enterprise development support to the targeted enterprise/s as per the Standard.
- submit payment certificates to the Employer Representative at intervals determined in the Contract.

#### C3.7.4.10 Compliance requirements

##### **Non-compliance with the Best Practice Project Assessment Scheme**

The wording of regulation 27A of the cidb regulations makes provision for the Board to enforce the cidb code of conduct in the event of clients being found to be in breach of the best practice project assessment scheme.

- Not including the requirements of the cidb standards in the conditions of tender
- Not registering the award of contract on the cidb Register of Projects (RoP)
- Not reporting practical completion on the cidb Register of Projects (RoP)

#### 3.7.5 **CIDB BUILD PROGRAMME: Minimum Targeted Contract Skills Development Goal (CSDG)**

**The Minimum Targeted Contract Skills Development CPG is *APPLICABLE* to this project.**

The contractor shall achieve or exceed in the performance of the contract the Contract Skills Development Goal (CSDG) established in the Standard for Developing Skills through Infrastructure Contracts (published in Government Gazette No 48491 of 23 April 2023 and the cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.

Failing to achieve the targeted Contract Skills Development Goal will result in A) a **thirty percent (30%)** penalty of the value of the portion not achieved, excluding VAT, and B) the issuing of completion certificates only after the completion certificate of achieving the skills development goal, counter-signed by the relevant individuals has been submitted, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

The contractor shall apportion the learners in the different construction activities based on the scope of work. The cost of accommodating learners will be determined by using Table 3 in the Standard and this cost will be used to determine the value in Rand and will be added to the provision for training as provided for in the Preliminary and General section in the Bill of Quantities/Pricing schedules/Activity schedule.

#### C3.7.5.1 Methodology

The contractor shall achieve the measurable contract skills development goal by providing opportunities to learners requiring structured workplace learning using one or a combination of any of the following in relation to work directly related to the contract or order:

**Method 1:** structured workplace learning opportunities for learners towards the attainment of a part or a full occupational qualification;

**Method 2:** structured workplace learning opportunities for apprentices or other artisan learners towards the attainment of a trade qualification leading to a listed trade (GG No. 35625, 31 August



2012) subject to at least sixty percent (60%) of the artisan learners being holders of public TVET college qualifications;

**Method 3:** work integrated learning opportunities for University of Technology or Comprehensive University students completing their national diplomas;

**Method 4:** structured workplace learning opportunities for candidates towards registration in a professional category by a statutory council.

The contract skills participation goals, expressed in Rand, shall not be less than the contract amount multiplied by a percentage (%) factor given in Table 1 in the Standard for the applicable class of construction works.

**Table 1: Contracting skills development goals for different classes of engineering and construction works contracts**

Class of construction works as identified in terms of Regulation 25 (3) of the Construction Industry Regulations 2004		Construction skills development goal (CSDG) (%)
Designation	Description	
CE	Civil Engineering	0.25
CE and GB	Civil engineering and General Building	0.375
EE	Electrical Engineering works (buildings)	0.25
EP	Electrical Engineering works (infrastructure)	0.25
GB	General Building	0.5
ME	Mechanical Engineering works	0.25
SB	Specialist	0.25

The contractor shall apportion the learners in the different construction activities based on the scope of work. The cost of accommodating learners will be determined by using Table 2 in the Standard and this cost will be used to determine the value in Rand and will be added to the provision for training as provided for in the Preliminary and General section in the Bill of Quantities/Pricing schedules/Activity schedule.

**Table 2: Notional Cost of Training per Headcount**

Source: cidb Standard for Skills Development

Type of Training Opportunity	Provision for stipends (Unemployed learners only)	Provisions for mentorship	Provisions for additional costs*	Total costs	
				Unemployed learners	Employed learners
Method 1					
Occupational qualification	R7 000	R0	R9 000	R16 000	R9 000
Method 2					
TVET College graduates	R14 000	R0	R9 000	R23 000	N/A
Apprenticeship	R14 000	R0	R12 000	R26 000	R12 000
Method 3					
P1 and P2 learners	R24 000	R20 000	R4 500	R48 500	N/A
Method 4					
Candidates with a 3 year diploma	R37 000	R20 000	R4 500	R61 500	R20 000
Candidates with 4 year qualification	R47 000	R20 000	R4 500	R71 500	R20 000



*Note: the required CPG will be recalculated based on the awarded tender amount and "Contract amount" once the beneficiaries have been appointed and actual costs are known. The notional cost of providing training opportunities will increase by CPI on an annual basis based on April CPI. Should the rates increase after bid award or during construction the rates will be adjusted as a remeasurable item.*

- (a) (a) The successful contractor may employ part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates directly or through a Skills Development Agency (SDA), (A1 - List of cidb accredited SDAs).
- (b) The successful contractor must employ at least sixty percent (60%) of the learners from an FET / TVET college should the contractor select to have part/full occupational qualification learners and trade qualification learners contributing to the CSDG.
- (c) The successful contractor shall employ at least **REFER TO PROVISIONAL AMOUNT ALLOWED WITHIN BILL OF QUANTITY SECTION AND AD APPLICABLE PROFIT AND ATTENDANCE %** from eligible part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates in the employment of the employer.
- (d) The successful contractor shall ensure that no single method shall contribute more than seventy five percent (75%) of the CSDG for the contract.
- (e) The successful contractor may only place thirty three percent (33%) employed employees or that of his subcontractors contributing to the CSDG.
- (f) The contractor shall employ at least sixty percent (60%) of the learners from a Public FET / TVET college should the contractor select to have trade qualification learners (Method 2) contributing to the CSDG.
- (g) One of the objectives of the project is to train **4(FOUR)** Occupational qualifications, trade qualification, work integrated learners – P1 and P2 learners, professional candidates.

#### C3.7.5.2 Management

- (a) The successful contractor must keep site records regarding the part/full occupational qualification learners', trade qualification learners', work integrated learners' or candidates' (delete that which is not applicable) progress, site attendance, hours worked and other relevant information as required by the Standard.
- (b) The successful contractor shall provide the required number of appropriately qualified mentors to the maximum number of part/full occupational qualification learners, trade qualification learners, work integrated learners in the proportion as specified in the Standard.
- (c) The successful contractor shall provide a supervisor to manage the training of the part/full occupational qualification learners, trade qualification learners, work integrated learners, candidates.
- (d) The successful contractor shall submit to the employer's representative a baseline training plan in the specified format (Pro-forma A2) for the part/full occupational qualification learners, trade qualification learners, work integrated learners, candidates within 30 days of start of the contract.
- (e) The successful contractor shall submit to the employer's representative project interim report in the specified format (Pro-forma A3) on the progress of each of part/full occupational qualification learner, trade qualification learner, work integrated learner, candidate every three months.
- (f) The successful contractor shall submit to the employer's representative the names and particulars in the specified format (Pro-forma A4) of the supervisor, mentors for the part/full occupational qualification learners, trade qualification learners, work integrated learners or candidate within 30 days of start of the contract.
- (g) The successful contractor shall keep a daily record of all the part/full occupational qualification learners, trade qualification learners, work integrated learners, candidates on site and their daily activities and shall be made available to the employer's representative on request.

- (h) The successful contractor shall submit to the employer's representative the reports on the progress and status of the part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates with the monthly invoice for the payment certificate.
- (i) The successful contractor shall have health and safety inductions for all part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates.
- (j) The successful contractor shall conduct entry and exit medical tests of all part/full occupational qualification learners, trade qualification learners, work integrated learners or candidate.
- (k) The successful contractor shall provide personal protective equipment (PPE) to all part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates at the start of their employment on site.
- (l) Based on the agreed skills methods the contractor may employ part/full Occupational Qualification Learners and /or Trade Qualification Learners and/or Work Integrated Learners and/or Candidates directly or through a Skills Development Agency (SDA), training provider or skills development facilitator (Form A1 - List of cidb accredited SDAs). The contractor shall ensure that no more than one Method shall be applied to any individual concurrently in the calculation of the CSDG for the contract.

#### C3.7.6 NATIONAL YOUTH SERVICE TRAINING AND DEVELOPMENT PROGRAMME (NYS)

The National Youth Service Training and Development Programme is **APPLICABLE** to this project.

The programme shall be implemented in terms of the Implementation of the National Youth Service Programme under the Expanded Public Works (EPWP) and shall be priced in the CPG section of the Bills of Quantities. Monthly reports are to be submitted to the Employer's Representative.

Failure by the contractors to achieve the specified number to be trained in the NYS section of the CPG section within the Bills of quantities will result in a payment reduction as per bill of quantities per person, excluding VAT unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

#### C3.7.7 LABOUR-INTENSIVE WORKS

Labour Intensive Works is **NA** to this project.

Where labour intensive work is specified in the Bill of Qualities and indicated by "LI" the contractor must price for and include in rates. Contractors are expected to use their initiative to identify additional activities that can be done labour-intensively to comply with the set minimum labour intensity target. Allowance must be made for submitting monthly reports illustrating the value of the works executed under Labour Intensive Works.

Failure by the contractor to achieve the specified value of the Labour Intensive Participation Goal as stipulated within the Bills of Quantities will result in a **thirty percent (30%)** penalty of the value of the works not done by means of labour intensive methods, excluding VAT, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

Employer's objectives:

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

Labour-intensive works:

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



**Labour-intensive competencies of supervisory and management staff:**

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

**C3.7.7.1 GENERIC LABOUR-INTENSIVE SPECIFICATION**

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

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

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

**Precedence**

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

**Hand excavatable material**

Hand excavatable material is:

**a) granular materials:**

- i) whose consistency when profiled may in terms of Table 3 be classified as very loose, loose, medium dense, or dense; or
- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;

**b) cohesive materials:**

- i) whose consistency when profiled may in terms of Table 3 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

**Note**

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

Table 3: Consistency of materials when profiled			
GRANULAR MATERIALS		COHESIVE MATERIALS	
CONSISTENCY	DESCRIPTION	CONSISTENCY	DESCRIPTION
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40 mm; can be moulded by fingers with some pressure.



Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of a geological pick; requires many blows for excavation.	Stiff	Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumb-nail with difficulty; slight indentation produced by blow of a geological pick point.

#### **Trench excavation**

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

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

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

- a) to ninety percent (90%) Mod AASHTO;
- b) such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than ten (10%) gravel of size less than 10mm and contains no isolated boulders, or
- c) such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

#### **Excavation**

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

#### **Clearing and grubbing**

Grass and bushes shall be cleared by hand.

#### **Shaping**

All shaping shall be undertaken by hand.

#### **Loading**

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

#### **Haul**

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

#### **Offloading**

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

#### **Spreading**

All material shall be spread by hand.

#### **Compaction**



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

#### **Grassing**

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

#### **Stone pitching and rubble concrete masonry**

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

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

Grout shall be mixed and placed by hand.

#### **Manufactured Elements**

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

### **C3.8 Submission of Accrual Reports**

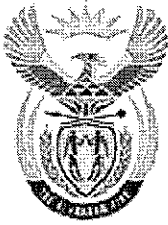
The Contractor shall submit accrual reports to the client representative at the end of March and September each year for the duration of the Service Contract period from the date of appointment up to and including project closeout. This is to ensure that PMTE complies with the accounting framework GRAP, which requires that PMTE disclose all its accruals as at the end of each reporting date.

### **C3.9 Submission of Monthly Local Material Utilisation Report (Local Content)**

**Submission of Monthly Local Material Utilisation Report (Local Content) is NA to this project.**

The contractors shall be responsible for record keeping, documenting and submission of monthly local material utilization report with supporting documentation to the Employer's representative within 7 working days of the beginning of the successive month, in terms of DTI&C designated industry/sector/sub-sector schedule as per the PA36 and Annexures C attached to the tender document. The final percentage achievement to be reconciled upon completion of the project and form part of the final account.

Failure by the contractors to achieve the specified percentage of local content per designated industry/sector/sub-sector as listed will result in a thirty percent thirty percent (30%) penalty of the value not achieved, excluding VAT, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control. Allowance must be made for submitting monthly reports illustrating the value of local material utilisation report.



public works  
& infrastructure

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

Tender no.

Private Bag X9027, Cape Town, 8001, tel. no 021 402 2154, Customs House Building,  
Lower Heerengracht Street, Foreshore, Cape Town, 8000

## **TERMS OF REFERENCE**

**CAPE TOWN: MODERNISATION, REPAIRS AND  
MAINTENANCE OF LIFTS: AREA-A**

**Tender No. CPT1004/23**



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## SECTION 1 – TERMS OF REFERENCE

### 1. GENERAL REQUIREMENTS

#### 1.1. GENERAL

The Contractor shall attend fault calls, inspect, service, repair, maintain, modify, supply, install, test and commission the installed accessible lifts (chairlifts and platform lifts) to meet the functional requirements of various areas of the precinct. All materials, equipment and appliances shall originate from the original or reputable manufacturers.

All materials and workmanship shall comply with all relevant sections of the latest edition of the following and all current amendments thereto issued unless otherwise specified on a particular Works Order or

instructed by the Employer's Representative: -

- a) The latest issue of SABS 0142: "Code of Practice for the Wiring of Premises",
- b) The Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended,
- c) The Local Government Ordinance 1939 (Ordinance 17 of 1939) as amended and the municipal by-laws and any special requirements of the local supply authority,
- d) The Fire Brigade Services Act 1993 Act 99 of 1987 as amended,
- e) The National Building Regulations and Building Standards Act 1977 (Act 103 of 1977) as amended,
- f) The Post Office Act 1958 (Act 44 of 1958) as amended,
- g) The Electricity Act 1984 (Act 41 of 1984) as amended and
- h) The Regulations of the local Gas Board where applicable

All work shall be in accordance with the requirements of the SABS1545-1; SABS1545-2; SABS1545-5; SABS1545-10; SABS1543; "Specifications for Lifts, Escalators and Passenger Conveyors" and shall comply with the Occupational Health and Safety Act 85 of 1993 and current regulations of all other codes applicable to this work.

Equipment and materials utilised shall be new and manufactured in accordance with EN-81 standards and approved by the local authorities having the appropriate jurisdiction. All equipment shall be provided by the same manufacturer.



## 1.2. SUBMISSION OF MANDATORY DOCUMENTS: BID EVALUATION (RISK ASSESSMENT)

### ELIGIBILITY IN RESPECT OF RISK TO THE EMPLOYER:

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

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

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

### **TECHNICAL RISKS:**

#### **Criterion 1: Experience on comparable projects during the past 10 years.**

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

### **TECHNICAL RISKS: EXPERIENCE (as per the DPW-09)**

The bidder must ensure that the completed lift projects listed on the DPW 09 have an accumulative minimum value of R30 000 000.00 within the last 10 years, from 2013 calculated up to the closing date.

Aspects to be regarded as "comparable" includes (but may be extended according to circumstances): size of projects (measured against monetary value or other project quantifying



parameters), nature of projects (building, engineering, high/low rise, etc.), locality/area of execution (site-specific influences, knowledge of local conditions, etc.), complexity of project, projects for similar client department irrespective of end purpose of buildings/facilities created or in progress of being created and time scales of projects (normal, fast track, etc.) and stage of its/their development.

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

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

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

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



### **Criterion 3: Suitably qualified and appropriately experienced human resources**

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

#### **1.2.1. EXPERIENCE (AS PER THE DPW-09)**

The bidder must include on the DPW-09 a minimum of 3 completed projects in lift repairs and lift maintenance clearly indicating the project description, Employer's Representative details (company worked for), contract value/amount, start date and the end date of the project with an accumulative minimum value of R30 000 000.00 within the last 10 years, from 2013 calculated up to the closing date:

#### **1.2.2. RESOURCES**

##### **a. TEAM LEADER QUALIFICATION AND EXPERIENCE-REGISTERED WITH ECSA**

The Department requires the services of a team leader registered as a Registered Lift Inspector with the Engineering Council of South Africa (ECSA). The bidder must submit the Curriculum Vitae and proof of registration.

Team Leader must have a minimum of 5 years' experience in the lift Industry & baseline determination, Training credentials, and Continued Professional Development in the Lift Industry.

##### **b. TEAM MEMBER(S) QUALIFICATION AND EXPERIENCE - Lift Mechanic(s)**

The Department requires the services of Qualified "competent lift mechanics" as contemplated in the Occupational Health and Safety Act, Act 85 of 1993

The bidder must submit the Curriculum Vitae (CV), qualifications, registration(s) and proof of competency certificate of a Qualified "competent lift mechanic" with a minimum of 3 years' experience.

##### **c. TEAM MEMBER QUALIFICATION AND EXPERIENCE - Construction Health & Safety Officer**



The Department requires the service of a team member to be registered with the SACPCMP as a Construction Health and Safety Officer.

The bidder is to submit the CV, Qualification, and proof of registration with the SACPCMP as a Construction Health and Safety Officer in accordance with the Occupational Health and Safety Act and Regulations with a minimum of 3 years' experience.

The Department reserves the right to independently validate all the above-mentioned certificate(s) should it deem necessary.

The Contractor shall provide sufficient qualified technical staff, field staff and safety personnel to ensure the Works under this contract are satisfactorily carried out safely and meet the performance targets and programmes. The Contractor shall also provide competent attendant(s) to monitor any works in relation to the lift maintenance (e.g. cleaning of lift pits, electrical system maintenance, etc.) at no extra charge.

### **1.3. SITE VISITS BEFORE SUBMITTING TENDER**

Before completing and submitting tenders, the tenderers are advised to visit the sites to appreciate and familiarise the extent of the work. Venue address can be viewed at the Employer's Representative's office and site visit could be arranged by contacting the Employer's Representative whose name is given in the Notes to Tenderers of the tender document. Failure to visit the site(s) prior to tendering will not be entertained as an excuse for deviations once the tender is submitted. The technical details given in the Equipment Schedule are for indication of the approximate information only and the tenderer shall have no claim against the Employer's Representative should the actual detail vary considerably from the list.

### **1.4. TAKING OVER OF EXISTING LIFTS**

The maintenance of the lifts is currently carried out by a maintenance contractor. With effect from the site handover date of the new Contract, the newly appointed Contractor shall take over the above responsibility and shall carry out the Works for those existing lifts in accordance with the requirements of this Particular Specification.

Upon taking over the maintenance of the lifts, the new Contractor shall carry out a thorough examination for each lift and submit an examination report by an approved inspection authority for every lift to the Employer's Representatives within two (2) weeks from the date of commencement of Contract. The Contractor shall check the running conditions of the lifts and shall immediately inform the Employer's Representative of any defect found. Apart from the above defective components or equipment claimed by the Contractor, it is deemed that all lifts available



to him are in good working order and the Contractor shall be required to accept full responsibility of maintaining the lifts.

Unless the lift concerned is to undergo modification or repair work, the submission of the examination report should not be delayed for more than a month from the date of taking over maintenance.

### **1.5. HANDOVER OF LIFTS PRIOR TO TERMINATION OF EXPIRY OF CONTRACT**

One month prior to the termination or expiry of the Contract, the existing Contractor shall arrange a scheduled handover to the Employer's Representative for all lifts of the current Contract. The Contractor shall carry out a thorough examination on each lift within one month prior to the termination or expiry of the Contract and submit a test/examination report issued by an approved inspection authority for every lift to the Employer's Representative two weeks prior to the termination or expiry date of the Contract. The current Contractor shall ensure that the lifts are in good working order, safe and satisfactory operation condition at the time of handover. The successive maintenance contractor shall be invited by the Employer's Representative to attend the joint site handover inspection.

During the handover inspection, any defect and/or damage found in any of the lifts caused by the negligence of the Contractor as construed from the terms and conditions of the Contract shall be duly and timely rectified/repared at the Contractor's own expense and to the satisfaction of the Employer's Representative before arranging for another inspection of the lift.

The Contractor's obligation under the Contract shall not be released until all lifts of the Contract are successfully handed over to the Employer's Representative. All incurring expenses including the cost of works to be carried out by others due to the unnecessary delay in handover of lifts to the Employer's Representative upon the termination or expiry of the Contract shall be fully reimbursed from the Contractor accordingly.



## **1.6. STOCK OF SPARE PARTS, REPLACEMENT AND USE OF ALTERNATIVE BRAND**

In the execution of servicing and maintenance, repair and operation work on site, apart from transport, necessary labour, tools, equipment, and testing instruments, the Contractor shall also be responsible for keeping adequate stock of spare parts. All labour costs and costs for repair or replacement of parts whenever required shall be included under this Contract.

- a) All the parts shall be provided to the site within 24 hours for replacement/rectification works excluding lift motors.
- b) The Contractor shall keep adequate stocks of essential spare parts, equipment and other components which are necessary to maintain the safe and satisfactory working condition and operation order of the lift at all times. The essential spare parts shall include but not be limited to major items such as controller cards, driving chain, handrails, etc. Replacement of equipment, parts and components shall be made in accordance with the manufacturer's spare part list. The Contractor shall be required to provide details, with supporting documents, of the stock level of their spare parts to provide the capability to meet the requirements of the scope of works.
- c) A permanent replacement of the original equipment, parts and/or components with alternative products shall not be implemented without good reasons, subject to the manufacturer's warranty that the safe and satisfactory working condition and operation order of the installation will not be affected due to the use of alternative make. The approval of the Employer's Representative shall be obtained prior to the replacement.
- d) Subject to the Employer's Representative's approval on each case, alternative and compatible equipment, parts and/or components are allowed to be used as contingent measures to temporarily re-instate the function and operation of the lift during on-call maintenance and emergency repair services, and subject to the Contractor's undertaking for their subsequent replacement by original products as quoted in the manufacturer's spare part list on or before a specified date to be agreed by the Employer's Representative. Unless otherwise specified in the Particular Specification, the temporary and subsequent replacement works including provision of equipment, parts, components, all necessary tools and materials shall be provided under the Contract at no extra cost.
- e) Any replacement of equipment, parts and/or components due to non-availability of spare parts and/or obsolescence shall be substantiated by the manufacturer of the product.
- f) Expected risks shall be limited to damage caused to the lift by flooding, fire, etc., beyond the control of the Contractor and as agreed by the Employer's Representative.



## 1.7. LOGBOOK

The logbook shall be provided by the Contractor and kept at the management offices of the management agent or Employer's Representative, or appropriate places on site as agreed by the Employer's Representative. Every attendance and detail of work done to each lift shall be entered into the logbook by the Contractor to form a maintenance record, and/or to certify the Contractor's attendance visits as required by this Contract.

The logbook entries will be taken as records for the services provided by the Contractor in accordance with the requirements stipulated in the requirements of the SABS1545-1; SABS1545-2; SABS1545-5; SABS1545-10; SABS1543; "Specifications for Lifts, Escalators and Passenger Conveyors" and shall comply with the Occupational Health and Safety Act 85 of 1993 and current regulations of all other codes applicable to this work. The Employer's Representative will check the entries randomly to ascertain whether the work described in the Contract was properly executed. If the lift is found not attended to for a period of time, the monthly payment will be adjusted according to the formula given in Clause 7.2 of this Particular Specification.

In addition to the record in the logbook, the Contractor shall also inform the Employer's Representative in writing of any anomaly found during the routine inspection which may not cause present danger to the passenger, but awareness is to be taken.

If the logbook is damaged, lost or fully complete, the Contractor shall inform the Employer's Representative immediately for its replacement. The replacement of logbooks and their return to the Employer's Representative or other party as designated by the Employer's Representative is the responsibility of the Contractor under the Contract.

## 1.8. SHUT DOWN OF LIFTS

Shut down of the lift and escalator system at the premises or site concerned during the execution of works shall be kept to a minimum. The Contractor shall dispatch sufficient technical staff to execute diligently the works within a reasonable period of time or as directed by the Employer's Representative.

If shutdown is deemed necessary and is not caused by any incident which requires to be reported to the Facilities Manager, the following guidelines must be observed:

- a) Shut down of any lift must be strictly on a need basis and resumed as soon as possible.
- b) Avoid shutting down all lifts or escalators within a building at the same time.

If the lift or escalator cannot be resumed before the end of the 4-hour period after the Contractor becomes aware of the serious incident, the Contractor shall display a notice in a conspicuous part of the lift.





The Contractor shall be responsible for giving well in advance verbal and written notice to the Employer's Representative or his representative on any shutdown indicating the scheduled shutdown period and the resumption of the system. If an extension of the shutdown period is required for the system, the Contractor shall report the case to the Employer's Representative and the venue-in-charge immediately. Any shutdown case and details of shutdown shall be recorded in the maintenance logbook kept at the site.

The Contractor shall provide and fix at all landings with appropriate notice and guard railing during each shutdown incident. The temporary guard railing and notice should be taken away immediately when the system is resumed to normal or upon instructed. The cost of these provisions, including all necessary items under the Employer's Representative's instructions, testing procedure, and essential examination activities specified under the Works Code shall be deemed to be included in the Schedule of Rates and they will not be separately paid.

### **1.9. ACCESS CONTROL**

The Contractor shall ensure that the lifts included in this Contract are properly and adequately executed in good working order, safe operation condition and for their efficient performance. Before leaving the site and on completion of execution of work each time, the Contractor shall report to the Facilities Management department for the signing off of each job card. In the event of an emergency, after-hours or weekend work, all job cards shall be signed off by the Security Control Room as would be directed to the Contractor during such incidences.

### **1.10. INFORMATION TO BE SUBMITTED TO THE EMPLOYER'S REPRESENTATIVE**

In addition to the requirement of staff organization, Contractor's facilities, programs, plant logs and reports, etc. that stipulated in the specification, the Contractor shall obtain approval from the Employer's Representative, and notify the Employer's Representative or his representative of the method, sequence and program for execution of the works before the execution of the Works in all cases of maintenance, overhaul, repair, modification, addition and/or improvement work.

The Contractor shall, at all times, ensure no/minimal interference to the client and other contractors on-site during the whole course of execution of the works. Failure in compliance with this requirement, the Contractor shall indemnify the Employer's Representative against any claim arising from his fault.



## **1.11. REMEDY FOR CONTRACTOR'S FAILURE TO PERFORM**

As specified in Clause 7.3 of this Particular Specification and should there be any repairing work outstanding for over seven (7) calendar days for whatever reasons, the maintenance fee for the lift or escalator of the concerned work would be deducted from the contract on monthly basis until the repair work is made good and the whole system is restored to its normal operation.

If the Contractor fails to carry out any work required under the Contract or refuse to comply with any instruction or order given by the Employer's Representative in accordance with the Contract within a reasonable time, the Employer's Representative may give the Contractor a five (5) calendar days' notice in writing to carry out such work or comply with such instruction.

If the Contractor fails to comply with such notice, the Employer's Representative shall be entitled to carry out such work or instruction by his workmen or by other contractors. Without prejudice to any other remedy, all additional expenditure properly incurred by the Employer's Representative in having such work or instruction carried out shall be recoverable by the Employer's Representative from the Contractor by deduction from amounts of money due to the Contractor under this Contract or any other contract between the Employer's Representative and the Contractor.

## **2. CONTRACTUAL COMMENCEMENT DATE**

The commencement date of the construction period is stipulated to start once site handover has been granted an official contractual commencement and handovers have been completed for a period of five years (60 months). The Contract period (from when the letter of appointment is accepted until the completion of the project is 74 months). The construction period is 60 months.

## **3. HOURS OF WORK**

All normal work under this Agreement will be performed during regular hours of regular working days of the elevator trade: Monday through Friday 8:00 a.m. to 5:00 p.m. ("Regular Hours"). The contractor agrees to designate an elevator mechanic to perform on-site preventive maintenance procedures for elevators exclusive of emergency callback service, emergency repairs, scheduled repairs or safety tests which should be assigned to separate repair personnel.

If work is required outside of Regular Hours, the Employer's Representative will pay only the difference between normal and overtime labour at the Contractor's billing rate, except as otherwise provided.



#### **4. IMPORTED EQUIPMENT**

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

However, should the Contractor choose to be protected against fluctuations in the rate of exchange on imported equipment, the following conditions will apply:

- (a) The Materials Offered Ex-Import (DPW23), which forms part of this tender document, must be completed by the Contractor.
- (b) Any fluctuations in the rate of exchange will be for the account of the Government and shall be calculated from a date seven (7) days prior to the date of the Contractor's tender to a date seven (7) days after receipt by the Contractor's bank of the negotiable bill of lading or the exporter's invoice, provided this latter date is not later than 30 days after the date of payment. Thereafter, fluctuations in the rate of exchange shall not be for the account of the Government.

#### **5. PROGRAMMING AND COORDINATION**

Due to the nature of the scope of work for the lifts in various areas/sites, a fixed sequence of operation is required to properly repair and maintain the lift systems over a specific period. The work shall be closely scheduled in order not to delay the entire project.

The Lift Contractor shall familiarise himself with the requirements of the other trades and shall examine the plans and specifications covering each of these sections.

The lift space requirements shall be carefully checked with other trades to ensure that the mechanical and electrical parts can be installed in the proper sequence in the space allocated.

#### **6. SUBMITTALS**

##### **Layout and Shop Drawings**

Layout drawings are required for all lift work, including car enclosure and landing entrance coordinating drawings. Drawings shall show top clearance above cross-heads and counterweight frames, machine room layouts with power requirements and heat release data, location of all equipment on tops of cars, overhead beams and elevations, and reactions which will be transmitted to the building structure during normal operation of lifts.



Shop drawings are required for car enclosure, landing entrances and signal fixture work showing construction, finish and fastening details. Furthermore, shop drawings shall clearly show the motor room construction detail, and shaft construction detail including all the required internal supporting beams, pit dividing walls for multi-lift shafts and pit sump pump drains. Composite shop drawings shall be submitted for areas, which require close co-ordination with the work of the different trades. All special equipment and fixture faceplates shall be submitted for approval. Drawings and samples or brochures shall be submitted for each type of fixture. The final design and material proposed for fixture faceplates and special equipment shall be approved by the Representative/Agent.

#### Samples

All exposed materials and finishes shall be submitted to the Representative/Agent for approval in sample form.

The Lift Contractor shall furnish such samples as may be called for and the Representative/Agent may reject all materials or workmanship not corresponding with the samples. All approved samples shall be held in safe keeping until such time as the work to which they apply has been completed.

## 7. TESTS CERTIFICATES AND INSPECTIONS

The Lift Contractor shall carry out all the tests and checks required in terms of the document SABS1545-10 Annexure A and/or B and issue the necessary Certificate of Compliance prior to final completion.

Upon completion of the installation of all equipment and once it is in full operation the Lift Contractor shall completely test the lift equipment to demonstrate that the equipment is provided in compliance with the specification. The total costs for this test shall be included in the tendered amount.

The Lift Contractor shall decide on such tests and shall give at least 72 hours written notice to the Representative/Agent, before commencing the test.

In the event of the plant, equipment or installation not passing the test, the Representative/Agent shall be at liberty to deduct from the Contract amount all reasonable expenses incurred by the Employer's Representative and/or the Representative/Agent attending the test.

Whenever any installation or equipment is operated for testing or adjusting as provided for above, the Contractor shall operate the entire system for as long a period as may be required to always prove satisfactory performance in the occupied space served by that system until the system is handed over.



The Contractor shall provide all labour and supervision required for such operation and the Department may assign operating personnel as observers, but such observation time shall not be counted as instruction time.

After completing the installation or system, all equipment shall be tested, adjusted and readjusted until they operate to the satisfaction and approval of the Representative/ Agent.

The Contractor shall submit certificates of tests carried out to prove the efficiency of all equipment, as well as certificates to be obtained from all relevant authorities, statutory bodies, etc.

## **8. OPERATING AND MAINTENANCE MANUALS**

The Contractor shall be responsible for the compilation of a complete set of Operating and Maintenance manuals. This shall be done in accordance with the Additional Specification – Operating and Maintenance manuals.

All information shall be recorded and reproduced in electronic format as well as supplying the Representative/Agent with three sets of hard copies.

Approval of the final Operating and Maintenance Manuals shall be a prerequisite for issuing of a Certificate of Practical Completion of the installation.

## **9. BROCHURES**

Detailed brochures of all equipment offered, including the control, drive, door operator, call buttons and signals, remote monitoring station, intercoms and emergency dial-out system shall be presented together with the tender documents.

## **10. EXTENT OF WORKS**

### **10.1. GENERAL REQUIREMENTS**

The Contractor shall provide the all-in comprehensive maintenance service and maintain efficient and prompt response to breakdowns; emergency call-outs or complaints for the timely attendance of installation/equipment failure and/or unsatisfactory services.

The Contractor shall properly, effectively, and efficiently operate and maintain all the lifts involved in the Contract for their reliable, satisfactory and safe operation.



In addition, the Contractor shall, as and when instructed by the Employer's Representative, repair or replace at his cost any part/component/equipment of a lift, which is proved to be defective by reason of the Contractor's negligence, inadequate servicing and maintenance, poor performance and workmanship, use of incorrect materials or materials of inferior quality. Claim in any form whatsoever made by the Contractor for such repair work or replacement of parts/component/equipment will not be accepted by the Employer's Representative.

The Employer's Representative shall reserve the right to order suspension of any work at any stage, should the work be found of poor workmanship/quality, using inferior and/or incorrect materials, applying incorrect and/or improper methods for the execution of the work and/or with any other action that may cause damage to the lift, its equipment and/or personnel. The Contractor shall immediately rectify such work at his expense after being instructed by the Employer's Representative.

At the Employer's Representative discretion, the Employer's Representative or other designated personnel will carry out an inspection on any lifts or escalators at any time, after major alteration/major component replacement or periodic testing and examination or upon receipt of complaints. The Contractor shall dispatch adequate and sufficient technical staff on site for the smooth progress of inspection upon request. The scope of works is intended to cover the ad-hoc repair of lift installations and full comprehensive maintenance for all existing lifts. The maintenance will be for 60 months from date of site handover to the contractor. The minimum equipment requirements are outlined but do not cover all the design and construction details. Such details are recognised as being the exclusive responsibility of the lift contractor and notification to the engineer for design adoption and implementation. It is hereby acknowledged that neither the Principal Agent nor the Consulting Engineer invented or developed any part of the lift system, but have only made selections of capacities, speed, control systems, materials, and finishes, as well as specified performance and installation criteria as may be applicable. In all cases where a device or part of the equipment is referred to in the singular, it is intended that such reference shall apply to as many devices as are required to complete the installation.

## **10.2. ON-CALL MAINTENANCE AND EMERGENCY REPAIR SERVICES**

### **10.2.1 CONTRACTOR'S EMERGENCY CALL CENTRE**

The Contractor shall operate a Contractor's Emergency Call Centre (CECC). The CECC shall be equipped with adequate telecommunications equipment, manned by a sufficient number of technical and administrative staff as agreed by the Employer's Representative to meet the following performance requirements: -



- a. To confirm within 15 minutes the appointment date and time for execution of fault/emergency call requests received from the Employer's Representative or his representatives.
- b. To monitor the progress of the fault/emergency call attendance and to report to the Employer's Representative or his representatives on any unattended appointment (including missed appointment and inaccessibility to the premises) and the subsequent remedial measure no later than 30 minutes of the originally scheduled appointment time.
- c. To report fault/emergency call attendance completion within one (1) day.
- d. To feedback and resolve any complaint received on the fault/emergency call within 30 minutes of notification from the Employer's Representative or his representatives.
- e. The Contractor shall also supply and install permanent labels made of plastic material or stainless steel indicating the Contractor's name and emergency telephone numbers for each lift or a group of lifts in the main landing within one month after commencement of the contract or immediately upon any changes.

#### **10.2.2. FAULT CALL SERVICE**

- a. A 24-hour, 7-day per week, 365 (366 when leap years occur) days per year call-out and repair service are to be enforced throughout the duration of the Contract.
- b. All calls to the Contractor's emergency services are to be responded to promptly and the Contractor is to be on-site and report to the Employer's Representative following the fault call procedures.
- c. An emergency service is to be manned and available 24 hours a day, 7 days a week, 365 days per year (366 when a leap year occurs) throughout the year including Sundays and Public Holidays.
- d. Response Time – the Contractor shall respond to the Company's call for service and arrive at the site:
  - within 30 minutes in case of lift trap; and
  - within 60 minutes in case of non-lift trap.
- e. After receiving instructions from the Employer's Representative or his representative, either verbal or written, all faulty systems should be restored to its normal condition within one (1) day or as the date agreed by the Employer's Representative.



- f. Should the Contractor fail to respond promptly within the specified period, the Contractor shall immediately contact the Employer's Representative or his representative and provide sufficient justification for his incapability to comply with the requirement of response.
- g. For any serious lift incident including the death or injury of a person, the Contractor shall immediately contact the Employer's Representative or his representative.
- h. If the lift is beyond emergency repair, the contractor is required to install a suitable notice indicating "Out of Service" at a prominent position and inform the Employer's Representative and any other party as directed by the Employer's Representative.
- i. If the Contractor cannot complete the rectification works within the specified period, the Contractor shall submit a written report, explaining the non-compliance, to the Employer's Representative within one calendar day after such non-compliance is found.

### **10.2.3. EMERGENCY SERVICE TEAM(S)**

The Contractor shall maintain Emergency Service Team(s) consisting of technically qualified, skilled and experienced technicians for prompt attendance of fault calls and to provide the On-call Maintenance and Emergency Repair Services (hereafter referred to as emergency services) at any time specified in Clause 4.2.2(c).

Should any passenger be injured as reported, the Registered Lift Engineer shall arrive at the site of the incident within two (2) hours to conduct a detailed investigation of the incident and thorough examination of the lift.

The emergency services shall include overtime work, all mechanical, electrical, and electronic works, and inspection, testing, adjustment, commissioning, and cleaning which are found necessary to reinstate the safe and satisfactory working condition and operation order of the lift as soon as possible and within 24 hours. The Contractor shall be required to substantiate the time required for repairing work should it be considered by the Employer's Representative to be unreasonably long.

During repair, and before resumption of services, notices indicating "Out of Service" shall be displayed prominently at all landings including that at the main entrance for the defective lift. For outdoor equipment which are out of service but without any site work being carried out, the display of "Out of Service" shall be replaced by a notice posted at a convenient location adjacent to the upper and lower landings indicating an apology from the Contractor and with the anticipated date of resuming escalator service indicated, while the use of the escalators as an alternative stair by the public shall be maintained as long as it is safe and practical.





The Schedule of Rates shall have been fully inclusive to cover costs of providing the on-call and emergency service comprising transport, labour and materials, including cleaning materials, tools, inspection, measuring and testing equipment, and equipment, parts and/or components for the replacement of aged, deteriorated and/or defective items as and when necessary during the emergency services and they will not be separately paid.

The Contractor shall submit to the Employer's Representative, a detailed inspection, service and repair report within 48 hours of receipt of each fault call. The report shall at least include the following information: -

- a. Date/time of receipt of fault call.
- b. Date/time of arrival of Emergency Service Team to the site of incident.
- c. Date/time of reinstatement of safe and satisfactory working condition and operation order of the Lift/escalator.
- d. Causes of fault/alarm.
- e. List/details of emergency service being carried out including repairs and/or replacement works.
- f. Follow-up action if required, due to off-site repair works.
- g. Tentative time schedules for completion of off-site repair works and all other necessary works.
- h. Photo records
- i. Description of the fault.
- j. Fault symptoms
- k. Remedial action is taken
- l. Preventive measure
- m. Location For all major incidents that the Employer's Representative or his representatives consider necessary, the Contractor shall be required to submit major incident reports of details equivalent to a fault call report within 48 hours.

For monitoring the performance on attending fault calls, the Contractor shall submit to the Employer's Representative a monthly report by electronic means together with a signed hard copy as shown in Appendix 2 hereof on fault calls in the first week of each following month. The computer format of the monthly report shall be submitted to the Employer's Representative for approval and the monthly report shall include the following information: -