



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

Private Bag X9469, POLOKWANE. 0700 Int Code: +2715 Tel: 291 6300/4334 Fax: 086 587 8406
Cell: 079 886 7887 e-mail: Aubrey.ndlovu@dpw.gov.za website: www.publicworks.gov.za

DEPARTMENT OF PUBLIC WORKS

TENDER DOCUMENT

FOR

**POLOKWANE VARIOUS AREAS: FOLLOW-ON
CONTRACT ON REPAIRS AND MAINTENANCE OF
LIFTS FOR 36 MONTHS.**

REFERENCE NUMBER: PLK25/05

TENDERER

Consisting of:

Volume 1: Tendering Procedure
Volume 2: Returnable Documents
Volume 3: Contract



EXPANDED PUBLIC WORKS PROGRAMME

YOU ARE HEREBY INVITED TO TENDER TO THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA

PLEASE TAKE NOTE

CLOSING TIME: 11h00 am

BID NUMBER:

CLOSING DATE: 29/07/2025

TENDERS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL AS A RULE NOT BE ACCEPTED FOR CONSIDERATION

The **Tax Clearance Certificate for Tender Purposes** from the Receiver of Revenue and the **Tender Form** must be completed and signed in the original that is in ink. Forms with photocopied signatures or other such reproduction of signatures may be rejected.

TENDER DOCUMENTS MAY BE POSTED TO

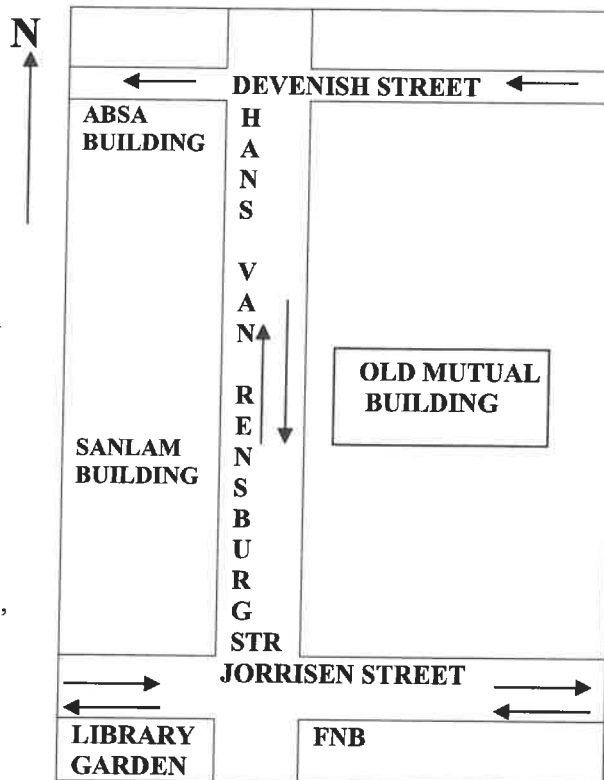
REGIONAL MANAGER
Department of Public Works
Private Bag X 9469
POLOKWANE
0700

ATTENTION: TENDER SECTION: ROOM 03, GROUND FLOOR

Tender documents that are posted must reach the Department of Public Works before the closing date of the tender.

OR

The tender documents may be deposited in the tender box which is identified as the tender box of the Department of Public Works which is located at 78 Hans van Rensburg Street, Old Mutual Building, Room 03, Ground Floor.



The tender box at the Regional Office: Department of Public Works: POLOKWANE is open (**Mondays to Fridays 07:30 – 12:15 / 13:00 – 16:00.**) However, if the tender is late, it will as a rule not be accepted for consideration.

Tenderers should ensure that tenders are delivered timeously to the correct address.

SUBMIT ALL TENDERS ON THE OFFICIAL FORMS - DO NOT RETYPE.

Tenders by telegram, facsimile or other similar apparatus will not be accepted for consideration.

SUBMIT EACH TENDER IN A SEPARATE SEALED ENVELOPE.

The Government Tender Bulletin is available on the Internet on the following web sites:

1. <http://www.treasury.gov.za>
2. <http://www.gov.za/tenders/>



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REPUBLIC OF SOUTH AFRICA

VOLUME 1: TENDERING PROCEDURES



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REPUBLIC OF SOUTH AFRICA

T1.1: Notice and invitation to tender

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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

Project title:	Polokwane various areas: Follow-on Contract on Repairs and Maintenance of Lifts for 36 Months
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Tender no:	PLK25/05	Reference no:	11/4/2/2
Advertising date:	04/07/2025	Closing date:	29/07/2025
Closing time:	11h00 am	Validity period:	84 Calendar days

1. REQUIRED CIDB GRADING

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

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

2. FUNCTIONALITY CRITERIA APPLICABLE YES ☒ NO ☐

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

Functionality criteria ¹ :	Weighting factor:
1. KEY PERSONNEL Shareholders or Key Personnel should be registered as Lift Mechanic or Lift Technician (Attach copies of I.D's, CV's and relevant Trade Test Certificates as Lift Mechanic or Lift Technician for share holder or key personnel. 2 x Lift Technician/Lift Mechanic = 5 Points 1 x Lift Technician/Lift Mechanic = 4 Points	40
2. LABOURS Contractor to provide proof of work force to execute the project. (ID copies and CV's must be attached). 3 Labours and above = 5 points 2 Labours = 4 points 1 Labour = 3 points	20

¹The 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".

MANAGEMENT The service provider to provide completion letters or certificates of previous similar projects (Repairs and maintenance of lifts) with reference for verification on projects done within the past 10 years with the minimum value range of R1 000 000.00 and above. No combined completion letters will be considered. Similar completed projects 3 Completion letters = 5 points 2 Completion letters = 4 points 1 Completion letter = 3 points	20
4. BANK RATING Provide stamped bank rating from the banking institution to justify credit risk. Credit Rating of 'A' = 5 Points Credit Rating of 'B' = 4 Points Credit Rating of 'C' = 3 Points Credit Rating of 'D' = 2 Points Credit Rating of 'E' = 1 Point No credit rating = 0 point	20
Total	100 Points

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

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

insert motivation (if the provided space is not enough attach a memorandum)

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

☐ Method 1 (Financial offer)	☒ Method 2 (Financial and Preference offer)
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3.1. Indicate which preference points scoring system is applicable for this bid:

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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☒ 80/20 Preference points scoring system	☐ 90/10 Preference points scoring system	☐ 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	☒	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	☒	Tender offer must be properly received on the tender closing date and time specified on the invitation, completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	☒	Use of correction fluid is prohibited.
4	☒	Submission of a signed bid offer as per the DPW-07 (EC).
5	☒	Submission of DPW-09 (EC): Particulars of Tenderer's Projects.
6	☒	Bidders must comply with DPW-21 (EC): Record of Addenda to tender documents, if any.
7	☐	Submission of DPW-16 signed by the authorised official and completion of bid briefing attendance register. insert motivation why the tender clarification meeting is declared compulsory
8	☒	The tenderer shall submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.
9	☐	The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender.
10	☒	Shareholders or key personnel should be registered as Lift Inspector with ECSA (Attach copies of I.D's , CV's, and Lift Inspector certificate for shareholders or key personnel.
11	☒	Submission of Trade Test certificates for Lift Technician / Lift Mechanic with CV's and certified I.D copies of certificate holders'
12	☒	All individuals that are not South Africans and that are working or are employees or directors/trustees/shareholders/members of the business in the Republic of South Africa must submit the permanent resident certificate or relevant permit that are as follows (in terms of section 15, section 9, section 23 and section 25 of the Immigration Act No: 13 of 2002 as ammended and must abide by the terms and conditions of section 43 of the Immigration Act No: 13 of 2002) or they must submit neutralization certificate (In terms of Section 22 or section 24 permit or "certificate" or section 27 of refugee Act No: 130 of 1998 as ammended). The concerned bidder must also submit the signed original stamped letter from migration section of Home Affairs offices that will confirm that the above mentioned documents (permits or certificates) in terms of the above mentioned acts are aunthetic. No assessment of section 43 of the immigration act No: 13 of 2002 as ammended will be performed on this tender in the absence or requested information/ relevant permit or certificate and will therefore render for tender as unacceptable and excluded from any and all further consideration.
13	☒	All bidders must be registered on CSD
14	☐	Specify other responsiveness criteria
15	☐	Specify other responsiveness criteria

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

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

1	☒	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's.
2	☒	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	☒	All parts of tender documents submitted must be fully completed in ink and signed where required.
4	☒	Submission of (PA-11): Bidder's disclosure
5	☐	Submission of PA-16.1 (EC): Ownership Particulars
6	☒	Submission of documentation relating to risk assessment criteria as contained in C 2.1 of DPW-03 Tender Data.
7	☒	Submission of (PA 40): Declaration of Designated Groups.
8	☒	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	☒	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	☐	The tenderer shall submit his fully priced Bills of Quantities (complete document inclusive of all parts) within 14 calendar days from request.
11	☒	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
12	☐	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	☒	Submission of PA 09 (EC) List of returnable documents
14	☒	Site briefing meeting is not compulsory, but it is encouraged that bidders familiarize themselves with the extent of work to be done as most of these lifts are very old.
15	☒	Submission of PA 29: Certificate of independent bid determination
16	☐	Specify other responsiveness criteria
17	☐	Specify other responsiveness criteria
18	☐	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	☒	Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
2	☒	A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Certificate issued by a SANAS accredited service provider

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



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

Table 1

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	- Official Municipal Rates Statement which is in the name of the bidder. Or - Any account or statement which is in the name of the bidder. Or - Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or - Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and

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			- Medical Certificate indicating that the disability is permanent. Or - South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).
5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

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

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

Table 2

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	- Official Municipal Rates Statement which is in the name of the bidder. Or - Any account or statement which is in the name of the bidder. Or - Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or

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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				Lease Agreement which is in the name of the bidder.
	3.	An EME or QSE or any entity which is at least 51% owned by black women (mandatory)	2	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
	4. ☐	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	- SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and - Medical Certificate indicating that the disability is permanent. Or - South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).
	OR			
	5. ☐	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

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)

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☒ 80/20 Preference points scoring system	☐ 90/10 Preference points scoring system	☐ 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:

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

Criterion 3: Suitably qualified and appropriately experienced human resources

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

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

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

7.2 Commercial risks:

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

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

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

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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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.	Not applicable
(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.	Not applicable
(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.	Not applicable
(d)	cidb BUILD Programme: Minimum Targeted Enterprise Development Contract Participation Goal in accordance with the cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(e)	cidb BUILD Programme: 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	Not applicable
(f)	DPWI National Youth Service training and development programme (NYS) – Condition of Contract.	Applicable
(g)	Labour Intensive Works – Condition of Contract.	Not applicable
(h)		Not applicable
(i)		Not applicable

9. COLLECTION OF TENDER DOCUMENTS

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

☐ Alternatively; Bid documents may be collected during working hours at the following address **insert physical address**. A non-refundable bid deposit of R 0 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.

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".

Attendance of said pre- tender site inspection meeting is **not compulsory**

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

Venue:	Polokwane Various Areas: Modimolle Magistrate, Polokwane SARS, Polokwane SAPS, Makhado Magistrate< Thohoyandou High Court and Hoedspruit AFB. 21st July 2025 Hoedspruit AFB, 22 July 2025 Makhado and Thohoyandou High court and 23 July 2025 Polokwane SAPS, Polokwane SARS and Modimolle DOJ		
Virtual meeting link:	N/A		
Date:	21,22 and 23 July 2025	Starting time:	10h00 am

11. ENQUIRIES

11.1. Technical enquiries may be addressed to:

DPWI Project Manager	Mr C A Ndlovu	Telephone no:	015 291 6434
Cellular phone no	015 291 6434/ 079 886 7887	Fax no:	086 587 8406
E-mail	Aubrey.ndlovu@dpw.gov.za		

11.2. SCM enquiries may be addressed to:

SCM Official	Mr Thato Morifi	Telephone no:	015 293 8000
Cellular phone no	015 293 8012	Fax no:	N/A
E-mail	Thato.morifi@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).

Tender documents may be posted to: The Director-General Department of Public Works and Infrastructure Private Bag X 9469 POLOKWANE 0699 Attention: Procurement section: Room 10	OR	Deposited in the tender box at: The National Department of Public Works & Infrastructure address Sanlam Building 77 Hans Van Rensburg Street Ground Floor Reception
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Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

VOLUME 2: RETURNABLE DOCUMENTS



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

T2.1: List of returnable documents

DPW-03 (EC): TENDER DATA

Project title:	<i>Polokwane Various Areas: Follow-on Contract on Repairs and Maintenance of Lifts for 36 Months</i>
Reference no:	<i>11/4/4/2</i>

Tender / Quotation no:	<i>PLK25/05</i>	Closing date:	<i>29/07/2025</i>
Closing time:	<i>11h00 am</i>	Validity period:	<i>12 Weeks (84 Calender days)</i>

Clause number:	
	The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement as per Government Notice No. 423 published in Government Gazette No. 42622 of 8 August 2019 and as amended from time to time. (see www.cidb.org.za). 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. Each item of data given below is cross-referenced to the clause marked "C" in the above mentioned Standard Conditions of Tender.
C.1.1	The employer is the Government of the Republic of South Africa in its Department of Public Works and Infrastructure.
C.1.2	For this contract the three volume approach is adopted. This procurement document has been formatted and compiled under the headings as contained in the CIDB's "Standard for Uniformity in Construction Procurement." The three volume procurement document issued by the employer comprises the following: Volume 1: Tendering procedures T1.1 - Notice and invitation to tender (PA-04 EC) T1.2 - Tender data (DPW-03 EC) 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 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) 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) Part C3: Scope of work C3 - Scope of work (PG-01.2 EC or PG-01.1EC) Part C4: Site information C4 - Site information (PG-03.2 EC or PG03.1EC)

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C.1.4	The Employer's agent is:												
	<table border="1"> <tr> <td data-bbox="271 336 510 369">Name:</td> <td data-bbox="518 336 1436 369">Aubrey Ndlovu</td> </tr> <tr> <td data-bbox="271 414 510 448">Capacity:</td> <td data-bbox="518 414 1436 448">Departmental Project Manager</td> </tr> <tr> <td data-bbox="271 492 510 526">Address:</td> <td data-bbox="518 492 1436 526">Private Bag x9469, Polokwane, 0700</td> </tr> <tr> <td data-bbox="271 571 510 604">Tel:</td> <td data-bbox="518 571 1436 604">(015) 291 6434</td> </tr> <tr> <td data-bbox="271 649 510 683">Fax:</td> <td data-bbox="518 649 1436 683">(015) 297 4411</td> </tr> <tr> <td data-bbox="271 728 510 761">E-mail:</td> <td data-bbox="518 728 1436 761">Aubrey.ndlovu@dpw.gov.za</td> </tr> </table>	Name:	Aubrey Ndlovu	Capacity:	Departmental Project Manager	Address:	Private Bag x9469, Polokwane, 0700	Tel:	(015) 291 6434	Fax:	(015) 297 4411	E-mail:	Aubrey.ndlovu@dpw.gov.za
Name:	Aubrey Ndlovu												
Capacity:	Departmental Project Manager												
Address:	Private Bag x9469, Polokwane, 0700												
Tel:	(015) 291 6434												
Fax:	(015) 297 4411												
E-mail:	Aubrey.ndlovu@dpw.gov.za												
C.2.1 C.3.11	A. <u>ELIGIBILITY IN RESPECT OF CIDB REGISTRATION:</u> 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): 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 5 SI or 5 SI** class of construction work; and b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above: Not applicable Joint ventures are eligible to submit tenders provided that: 1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the 5 SI or 5 SI** class of construction work; and 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations for a 5 SI or 5 SI** class of construction work ** Delete "or select tender value range select class of construction works" where only one class of construction works is applicable A contract will 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: Applicable												



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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
1. KEY PERSONNEL Shareholders or Key Personnel should be registered as Lift Mechanic or Lift Technician (Attach copies of I.D's, CV's and relevant Trade Test Certificates as Lift Mechanic or Lift Technician for share holder or key personnel. 2 x Lift Technician/Lift Mechanic = 5 Points 1 x Lift Technician/Lift Mechanic = 4 Points	40
2. LABOURS Contractor to provide proof of work force to execute the project. (ID copies and CV's must be attached.) 3 Labours and above = 5 points 2 Labours = 4 points 1 Labour = 3 points	20
3. MANAGEMENT The service provider to provide completion letters or certificates of previous similar projects (Repairs and maintenance of lifts) with reference for verification on projects done within the past 10 years with the minimum value range of R1 000 000.00 and above. No combined completion letters will be considered. Similar completed projects 3 Completion letters = 5 points 2 Completion letters = 4 points 1 Completion letter = 3 points	20
4. BANK RATING Provide stamped bank rating from the banking institution to justify credit risk. Credit Rating of 'A' = 5 Points Credit Rating of 'B' = 4 Points Credit Rating of 'C' = 3 Points Credit Rating of 'D' = 2 Points Credit Rating of 'E' = 1 Point	20



No credit rating	= 0 point
Total	100 Points

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

Minimum functionality score to qualify for further evaluation:	50
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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	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	- Official Municipal Rates Statement which is in the name of the bidder. Or - Any account or statement which is in the name of the bidder. Or - Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.

			Or
			Lease Agreement which is in the name of the bidder.
3.	An EME or QSE which is at least 51% owned by black women (Mandatory)	4	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE which is at least 51% owned by black people with disability (Mandatory)	2	- SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and - Medical Certificate indicating that the disability is permanent. Or - South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or - National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).
5.	An EME or QSE which is at least 51% owned by black youth (Mandatory)	2	ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.



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	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	- Official Municipal Rates Statement which is in the name of the bidder Or - Any account or statement which is in the name of the bidder. Or - Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder Or

			Lease Agreement which is in the name of the bidder.	
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.	
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	- SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and - Medical Certificate indicating that the disability is permanent. Or - South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).	
5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.	



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 bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

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

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 period 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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	3. Project performance: time management & programming of works, timeous ordering of materials and appointment of subcontractors; 4. Financial management: payment to suppliers and cash flow problems; 5. Quality of workmanship: extent of reworks and timeous attention to remedial works; 6. Personnel resources: suitably qualified and experienced, turnover in site staff and labour force, specifically site manager and foreman; 7. Personnel management: extent of labour disputes and ability to resolving labour disputes amicably; 8. Sub-contractors: extent of turnover in subcontractors, general liaison and payment problems experienced; 9. Contract administration: contractual aspects such as complying to laws and regulations, insurances, security, submission of required documentation timeously, reaction to written contract instructions, appointments of subcontractors, etc. as can generally be expected in standard/normal conditions of contract. 10. Health & Safety: adherence to regulations and compliance, and number of transgressions & serious incidents. 11. Plant & equipment: sufficient resources on site and in time. 12. Delays: extent of causing delays, submission of claims timeously, and abuse of or exaggerated delay claims. 13. Final account: extent to which the contractor assisted in finalising the final account. Criterion 3: Suitably qualified and appropriately experienced human resources Allocation of suitably qualified and appropriately experienced human resources, both in respect of principals and/or other staff (contract manager, site agent, site foreman including other professional, technical and/or administrative) of the tendering Service Provider to the project, as proof that the tendering Service Provider will be able to react/respond appropriately to the Services required herein. The Company Organogram with CV's and certified ID's of all principals and employed workforce as well as proof of Professional Registration will be verified. Current and future workload of the tenderer in relation to capacity and capability will also be considered. The tenderer should demonstrate that he or she possesses the necessary professional and technical qualifications and -competence in relation to the scope of work and work to be undertaken. Criterion 4: Attendance of compulsory bid clarification meeting, if applicable If applicable, submission of confirmation of DPW-16.1 (PSB) attendance of compulsory bid clarification meeting or proof of attending the compulsory virtual meeting by a suitably qualified and experienced representative of the tenderer in terms of PA-04 (EC): Notice and Invitation to Tender. E.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.
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	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. 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. 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. 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. Alternative tender offer permitted: Yes ☐ No ☒
C.2.13.2	The list of Returnable Documents identifies which of the documents a tenderer must complete when submitting a tender offer. The tenderer must submit his tender offer by completing the Returnable Documents, signing the "Offer" section in the "Form of Offer and Acceptance" and delivering the Returnable Documents back to the Department.
C.2.13.5	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as per Notice and Invitation to Tender T1.1.
C.2.13.6 C.3.5	A two-envelope procedure will not be followed.
C.2.15	The closing time for submission of tender offers is as per Notice and Invitation to Tender T1.1.
C.2.16	The tender offer validity period is as per Notice and Invitation to Tender T1.1.
C2.16.3	Omit the wording of the last sentence for those projects which are subject to CPAP
C.2.18	The tenderer will be required to submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts): ☒ Together with his tender; or ☐ 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.
C.2.19	Access shall be provided for inspections, tests and analysis as may be required by the Employer.
C.3.4.1 C.3.4.2	The location for opening of the tender offers, immediately after the closing time thereof shall be at: The National Department of Public Works and Infrastructure 78 Hans Van Rensburg Street Polokwane 06991
C.3.8	The words "responsive tender" and "acceptable tender" shall be construed to have the same meaning.

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C.3.9.3	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."
C.3.9.4	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:"
C.3.9.4	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."
C.3.11.1	The procedure for the evaluation of responsive tenders is Method 2: Financial Offer and Preference.
C.3.13	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;
C.3.17	Provide to the successful tenderer one copy of the signed contract document.

PA-09 (EC): LIST OF RETURNABLE DOCUMENTS

Project title:	POLOKWANE VARIOUS AREAS: FOLLOW-ON CONTRACT ON REPAIRS AND MAINTENANCE OF LIFTS FOR 36 MONTHS.		
Tender / Quotation no:	PLK25/05	Reference no:	11/4/4/2
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) <i>(if applicable)</i>	1 Page	Yes
Resolution of Board of Directors to enter into Consortia or JV's (PA-15.2) <i>(if applicable)</i>	2 Pages	Yes
Special Resolution of Consortia or JV's (PA-15.3) <i>(if applicable)</i>	3 Pages	Yes
Preference points claim form in terms of the Preferential Procurement Regulations 2022 (PA – 16.1)	5 Pages	Yes
Declaration Certificate for Local Production and Content for designated sectors (PA – 36 and Annexure/s C)	N/A	No
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) <i>(if applicable)</i> .	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 2022 <i>(if applicable)</i> .	N/A	NO
PA-16 :Preference points claim form in terms of the preferential procurement regulations 2022	10 Pages	Yes

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

Tender / Quotation no: PLK25/05

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 .	7 PAGES	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.	7 PAGES	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)	0 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)	10 Pages	☒ Yes ☐ No
Fully priced and completed sectional summary- and final summary pages with the tender.	Pages	☐ Yes ☒ No

Tender / Quotation no: PLK25/05

Tender document name	Number of pages issued	Returnable document
	Pages	☐ Yes ☐ No
	Pages	☐ Yes ☐ No
	Pages	☐ Yes ☐ 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

Name of representative	Signature	Date



Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

C1.1 Forms of offer and acceptance

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

Project title:	POLOKWANE VARIOUS AREAS: FOLLOW-ON CONTRACT ON REPAIRS AND MAINTENANCE OF LIFTS FOR 36 MONTHS		
Tender / Quotation no:	PLK25/05	Reference no:	11/4/4/2

OFFER

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

POLOKWANE VARIOUS AREAS: FOLLOW-ON CONTRACT ON REPAIRS AND MAINTENANCE OF LIFTS FOR 36 MONTHS

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 returning one copy of this document to the Tenderer before the end of the period of validity stated in the tender data, whereupon the Tenderer becomes the party named as the Contractor in the conditions of contract identified in the contract data.

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

Company or Close Corporation:

.....
.....

And: Whose Registration Number is:

.....

And: Whose Income Tax Reference Number is:

.....

CSD supplier number:.....

OR

Natural Person or Partnership:

.....
.....

Whose Identity Number(s) is/are:

.....

Whose Income Tax Reference Number is/are:

.....

CSD supplier number:.....

*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: PLK25/05

AND WHO IS (if applicable):

Trading under the name and style of:

AND WHO IS:

Represented herein, and who is duly authorised to do so, by:

Mr/Mrs/Ms:

In his/her capacity as:

Note:

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.

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 contact value (excluding VAT) will be applicable and will be deducted by the Employer in terms of the applicable conditions of contract
- (b) in respect of contracts above R1 million, the Tenderer offers to provide security as indicated below:
- (1) cash deposit of 10 % of the Contract Sum (excluding VAT) Yes ☐ No ☐
 - (2) variable construction guarantee of 10 % of the Contract Sum (excluding VAT) Yes ☐ No ☐
 - (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:PLK25/05

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: PLK25/05

Name of Organisation:	Department of Public Works and Infrastructure
Address of Organisation:	78 HANS VAN RENSBERG STREET POLOKWANE 0699

WITNESSED BY:

Name of witness	Signature	Date

Schedule of Deviations

1.1.1. Subject:
Detail:
1.1.2. Subject:
Detail:
1.1.3. Subject:
Detail:
1.1.4. Subject:
Detail:
1.1.5. Subject:
Detail:
1.1.6. Subject:
Detail:

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

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

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

C2.2 Bills of Quantities



BILL OF QUANTITIES

NB : TENDERERS MUST COMPLETE THE BILL OF QUANTITIES IN BLACK INK

BILL NO 1: GENERAL

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Detailed Work				
1	Preliminaries:				
1,1	Management Overheads	Item	1		
1,2	Transporting of labour to various sites for maintenance purposes	Item	1		
1,3	Site establishment	Item	1		
1,4	OHS requirements	Item	1		
1,5	Overalls	No.	12		
1,6	Safety boots	No.	6		
1,7	Safety Harness	No.	2		
1,8	Gloves	No.	12		
1,9	Hard hat	No.	2		
1,10	Life line	No.	2		
1,11	Goggles	No.	6		
1,12	Ear-plugs	No.	4		
1,13	Dust mask	Item	1		
1,14	Safety bag	No.	2		
1,15	Safety File	Item	1		
1,16	Annex B or K conducted by accredited inspection Bodies	No.	24		
1,17	Tests ordered by Engineers	Item	1		
1,18	SDP (Skills Development Programme)	Item	1		
1,19	Training of Officials: Development of syllabus for release of trapped passengers				
1,19,1	SAPS	No.	2		
1,19,2	SARS	No.	2		
1,19,3	Makhado Magistrate Court	No.	2		
1,19,4	Thohoyandou Magistrate Court	No.	2		
1,19,5	Modimolle Magistrate Court	No.	2		
1,20	Call Centre:				
1,20,1	Normal Hours				
1,20,1,1	Skilled	No.	1		
1,20,1,2	Unskilled	No.	2		
1,20,1,3	Professional	No.	1		
1,20,2	After-hours and Weekends				
1,20,2,1	Skilled	No.	1		
1,20,2,2	Unskilled	No.	2		
1,20,2,3	Professional	No.	1		
TOTAL BILL 1 CARRIED TO SUMMARY					



BILL NO 2: TRAINING /EMPLOYMENT OF YOUTH

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
2.	Training/ Employment of Youth				
2,1	Provide medical screening	No.	2	R 600,00	R 1 200,00
2,2	Employment of Youth Workers	Sum		R 360,000.00	R 360 000,00
2,3	Profit on cost incurred	%	10%		R 36 000,00
2,4	Provision of PPE (EPWP Branded worksuit, boots and hat)	Sum			R 9 000,00
2,5	Profit on cost incurred on PPE	%	10%		R 900,00
2,6	Provision of Tool Boxes	No.	2	R 5 000.00	R 10 000,00
2,7	Profit incurred on Tool Boxes	%	10%		R 1 000,00
2,8	Accommodation, Food Allowance for Classroom Attendance, Workshop (12months)	No.	2	R 60,000.00	R 120 000,00
2,9	Accommodation, Food for Trade Test (1 Week)	No.	2	R 10,000.00	R 20 000,00
2,10	Profit on cost incurred for provision of accommodation and food (2,8 and 2,9)	%	10%		R 14 000,00
2,11	Trade Test	No.	2	R 35,000.00	R 70 000,00
2,12	Profit on cost incurred for Trade Test	%	10%		R 7 000,00
2,13	Transport	Sum.			R 20 000,00
2,14	Profit for cost incurred for transport	%	10%		R 2 000,00
2.1	Other Inspections				
2,1,1	Comprehensive Inspection of all mechanical and electrical component	Sum			R 5 000,00
	Profit on cost incurred for inspections	%	10%		R 500,00
					R 500,00
	TOTAL BILL 2 CARRIED TO SUMMARY:				R 676 600,00



BILL NO 3: POLOKWANE SARS - REPAIRS AND MAINTENANCE

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Detailed Work				
	All equipment is to be installed and repaired strictly in accordance with the manufacturers specifications and to meet the requirements of the SANS 10360.				
	Product Type:Schindler; 5 stop geared machines modernised with MS 300' & A1000 Yaskawa Drives				
	Load:750kg				
	Instasllation Year: 1966				
3,1	Major Service				
	a) Provide major service to all lifts -	No.	6		
	Major Service Total				
3,2	Repair Work - All Lifts				
	a) Skim and undercut the main motor	No.	6		
	c) Replace faulty controller drives	No.	6		
	d) Replace faulty relays/contactors	No.	3		
	f) Repaifaulty dooreversal device	No.	3		
	i) Replace faulty shaft lights	No.	3		
	k) Replace dim calights	No.	3		
	l) Replace/repair faulty extractor fan	No.	3		
	m) Replace faulty controller fans	No.	3		
	n) Provide winding tool for safeties in the motor room	No.	3		
	o) Replace board that supplies the buttons	No.	3		
	p) Re-wire controller equipment	No.	3		
	q) Replace the transformer	No.	3		
	r) Change burnt resistors on the controller	No.	3		
	s) Provide emergency telephone plates inside the car and outside main foyer	No.	6		
	t) Attend to leaking gearbox, flush and top with new oil	No.	3		
3,3	Repair Work -				
	Lift PE2987				
	a) Replace missing 4th Floor landing contact covers	No.	1		
	b) Shorten main ropes	Item	1		
	c) Replace the car door retractable skid	No.	1		
	Lift PE2988				
	a) Replace door v-belts	No.	1		
	b) Replace missing 1,2,3 and 4th Floor landing contact covers	No.	4		
	Lift PE3054				
	a) Replace faulty 4th floor positioning indicator	No.	1		
	b) Replace 4th floor car button	No.	1		
	Repair Total				
3,4	Maintenance Fee				
	a) Provide mandatory maintenance as per OHS ACT 85 of 1983				
	Lift PE2987	Mths	36		
	Lift PE2988	Mths	36		
	Lift PE3054	Mths	36		
	Maintenance Total				
TOTAL BILL 3 CARRIED TO SUMMARY:					



BILL NO 4: POLOKWANE SAPS - REPAIRS AND MAINTENANCE

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Detailed Work				
	All equipment is to be installed and repaired strictly in accordance with the manufacturers specifications and to meet the requirements of the SANS 10360.				
	Product Type: Otis; 6 stop geared machines modernised with MS 300 & A1000 Yaskawa Dri				
	Load: 470kg				
	Installation Year: 1974				
4,1	Major Service				
	a) Provide major service to all lifts	No.	4		
	Major Service Total				
4,2	Repair work - All lifts				
	a) Provide emergency telephone plates inside the car and outside main foyer	No.	4		
	b) Provide missing electrical drawings	No.	2		
	c) Replace faulty controller fans	No.	4		
	d) Replace faulty controller drives	No.	2		
	e) Replace/repair faulty extractor fan	No.	1		
	f) Repair faulty door reversal device	No.	2		
	g) Provide audible alarm and light unit	No.	2		
	h) Clean and lubricate main ropes	No.	2		
	i) Attend to leaking gearbox, flush and top with new oil	No.	2		
	j) Top up counterweight oil pots	No.	4		
	k) Replace dim car lights	Item	1		
	l) Provide winding tool for safeties in the motor room	No.	2		
	m) Replace faulty shaft lights	Item	1		
	n) Replace faulty relays/contactors	No.	20		
	o) Seal the leaking pedestal bearing	No.	2		
	p) Re-wire controller equipment	No.	2		
	q) Replace the transformer	No.	1		
	r) Change burnt resistors on the controller	No.	6		
	s) Attend to leaking gearbox, flush and top with new oil	No.	2		
	t) Rewind main motor	No.	2		
	u) Replace board that supplies the buttons	No.	1		
4,3	Repair Work				
	Lift PE3846				
	a) Make ground floor lock release operational	No.	1		
	b) Fit anti twist ropes on car and counterweight	Item	1		
	c) Clear the electrical mess top of car and in the halfway box	Item	1		
	d) Empty and clean car door gearbox oil drip tray	Item	1		
	e) Recondition Door operator motor	Item	1		
	Lift PE3847				
	a) Fix 1st, 2nd, 4th and 5th floor landing door lock release mechanism	No.	4		
	b) Adjust 3rd floor landing door gap at the bottom	Item	1		
	e) Fit back missing governor cover	No.	2		
	Repair Total				
4,4	Maintenance Fees				
	a) Provide mandatory maintenance as per OHS ACT 85 of 1983				



	Lift PE3846	Mths	36		
	Lift PE3847	Mths	36		
	Maintenance Total				
TOTAL BILL 4 CARRIED TO SUMMARY:					



BILL NO 5: MAKHADO MAGISTRATE COURT - REPAIRS AND MAINTENANCE

	Detailed Work				
	All equipment is to be installed and repaired strictly in accordance with the manufacturers specifications and to meet the requirements of the SANS 10360.				
	Product Type:Shorts Lifts; 2 stop drum machine with AC relay control with below side m/r				
	Load:250kg				
	Installation Year: 1990				
5,1	Major Service				
	a) Provide major service to all lifts	No.	2		
	Major Service Total				
5,2	Repair work - All lifts				
	a) Replace fused motor room and pit light	Item	1		
	b) Flush gearbox and top up oil	Item	1		
	c) Clean and lubricate ropes	Item	1		
	d) Replace missing lock cover on ground floor	Item	1		
	e) Provide electrical drawings	Item	1		
	f) Clean motor room, shaft and pit	Item	1		
	g) Tidy up wires and rectify loose connection	Item	1		
	h) Supply and make safeties operational	Item	1		
	i) Replace Rope	Item	1		
	j) Provide proper hitch on top of the car	Item	1		
	k) Supply bumping pole	Item	1		
	l) Supply and install new training cable	Item	1		
	Repair Total				
5,3	Maintenance Fees				
	a) Provide mandatory maintenance as per OHS ACT 85 of 1983				
	Lift G0055	Mths	36		
	Maintenance Total				
TOTAL BILL 5 CARRIED TO SUMMARY:					



BIIL NO. 6: THOHOYANDOU MAGISTRATE COURT - REPAIRS AND MAINTENANCE

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Detailed Work				
	All equipment is to be installed and repaired strictly in accordance with the manufacturers specifications and to meet the requirements of the SANS 10360.				
	Product Type:Shorts Lifts; 2 stop drum machine with AC relay control with below side m/r				
	Load:250kg				
	Installation Year: 1990				
6,1	Major Service				
	a) Provide major service to all lifts	No.	2		
	Major Service Total				
6,2	Repair work - All lifts				
	a) Replace fused motor room and pit lights	Item	1		
	b) Mark rotation of the motor up and down	Item	1		
	c) Recondition the manual gate	Item	1		
	d) Clean and lubricate rope	Item	1		
	e) Provide lock for the motor room	No.	1		
	f) Adjust floor levels	No.	1		
	g) Adjust lift float and eliminate knocking noise in the shaft	Item	1		
	h) Replace 1st floor landing contacts	No.	1		
	i) Tidy up wires and rectify loose connection	Item	1		
	J) Replace door closer on 1st Floor	No.	1		
	k) Flush gearbox and top up oil	Item	1		
	l) Put vents on the door to eliminate heat in motor room	Item	1		
	m) Strip clean and recondition the brake shoes	Item	1		
	Repair Total				
6,3	Maintenance Fees				
	a) Provide mandatory maintenance as per OHS ACT 85 of 1983				
	Lift PO309	Mths	36		
	Maintenance Total				
TOTAL BILL 6 CARRIED TO SUMMARY:					



BILL NO 7: MODIMOLLE MAGISTRATE COURT - REPAIRS AND MAINTENANCE

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Detailed Work				
	All equipment is to be installed and repaired strictly in accordance with the manufacturers specifications and to meet the requirements of the SANS 10360.				
	Product Type: Super Lifts ; 2 stop Hydraulic with AC relay control with below side m/room				
	Load: 250kg				
	Installation Year: 2001				
7,1	Major Service				
	a) Provide major service to all lifts	No.	2		
	Major Service Total				
7,2	Repair work - All lifts				
	a) Replace/Repair door closer	No.	1		
	b) Provide latch and wire the contact for the car door	Item	1		
	c) Flush tank and top up with new hydraulic oil	Item	1		
	d) Replace the faulty timer/ phase reversal relay	Item	1		
	e) Replace fused shaft lights	No.	1		
	f) Examining and issuing a report of the status of a hydraulic unit	No.	1		
	g) Set floor levels	Item	1		
	h) Make car alarm audible	No.	1		
	i) Re-condition the car door	Item	1		
	j) Make good of car flooring	No.	1		
	k) Replace broken wiring and burnt contactors on the controller	Item	1		
	l) Replace trailing cable	Item	1		
	m) Secure the car sling and adjust the car float	Item	1		
	Repair Total				
7,3	Maintenance Fees				
	a) Provide mandatory maintenance as per OHS ACT 85 of 1983				
	Lift PO309	Mths	36		
	Maintenance Total				
TOTAL BILL 7 CARRIED TO SUMMARY:					



BIIL NO. 8: HOEDSPRUIT AIRFORCE BASE - REPAIR WORK AND MAINTENANCE

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Detailed Work				
	All equipment is to be installed and repaired strictly in accordance with the manufacturers specifications and to meet the requirements of the SANS 10360.				
8,1	Major Service				
	a) Provide major service to all Hoists	No.	16		
	Major Service Total				
8,2	Repair Work – All Hoists				
	a) Provide bumping pole for service purposes	Item	1		
	b) Provide electrical drawings for the hoists	Item	1		
	c) Clean and lubricate ropes	Item	1		
	d) Comform to the code of practice for the Goods Hoist installations to comply with the new Driven Machinery Regulations promulgated in 2015, regulation 17 that give a directive that all existing Goods Hoist shall within 5 years comply with the provision. See attached document on Part C3: Scope of Work	Allow	1		
	Repair Work				
	72NE2517 (Tyre Store)				
	Product Type:Otis single speed machine with vertically bi-parting doors & below side m/room				
	Load:500kg				
	Installation Year: 1966				
	a) Replace/repair fused machine room lights	Item	1		
	b) Supply and fit car gate locking mechanism	Item	1		
	c) Replace worn door lock rollers on ground floor	Item	1		
	d) Secure step ladder used to enter motor room	Item	1		
	72NE2419 (G2)				
	Product Type:Otis 2 stops dumb waiters with vertically bi-parting doors & below side m/room				
	Load:100kg				
	Installation Year: 1990				
	a) Supply and fit new alrcords	Item	1		
	72NE2421 (L2)				
	Product Type:Otis 2 stops dumb waiters vertically bi-parting doors & below side m/room				
	Load:100kg				
	Installation Year: 1990				
	a) Make the pit door lockable	Item	1		
	b) Attend to rope slip on the drum	Item	1		
	c) Attend the faulty circuit breaker	Item	1		
	72NE2418 (L3)				
	Product Type:Otis 2 stops dumb waiters vertically bi-parting doors & below side m/room				
	Load:100kg				
	Installation Year: 1990				
	a) Adjust rope tension	Item	1		
	72NE2417 (L4)				
	Product Type:Otis dumb waiters vertically bi-parting doors & below side m/room				
	Load:100kg				
	Installation Year: 1990				
	a) Adjust rope tension	Item	1		
	a) Provide mandatory maintenance as per OHS ACT 85 of 1983	Item	1		
	BASE HEADQUARTER UNIT (72NE2518)				



	Product Type:Otis dumb waiters vertically bi-parting doors & below side m/room				
	Load:100kg				
	Installation Year: 1966				
	a) Cleaning and repainting of the motor room	Item	1		
	c) Replace faulty relays and fault-finding caused by water damage	Item	1		
	PE4538 (EVA)				
	Product Type:Otis hydraulic hoist with vertically bi-parting doors & below side m/room				
	Load:2040kg				
	Installation Year: 1978				
	Repair Total				
8,3	Maintenance Fee				
	Lift 72NE2517 - Tyre Store	Mths	36		
	Lift 72NE2420 - L1	Mths	36		
	Lift 72NE2421 - L2	Mths	36		
	Lift 72NE2418 - L3	Mths	36		
	Lift 72NE2417 - L4	Mths	36		
	Lift 72NE2419 - G2	Mths	36		
	Base HeadQuarters Unit (72NE2518)	Mths	36		
	PE4538 – EVA	Mths	36		
	Maintenance Total				
TOTAL BILL 8 CARRIED TO SUMMARY:					

REPAIR AND MAINTENANCE OF LIFTS: SUMMARY

SUMMARY OF SCHEDULE OF QUANTITIES: REPAIR AND MAINTENANCE	AMOUNT
TOTAL BILL NO. 1: General	
TOTAL BILL NO. 2: TRAINING /EMPLOYMENT OF YOUTH	
TOTAL BILL NO. 3: SARS	
TOTAL BILL NO. 4: SAPS	
TOTAL BILL NO. 5: MAKHADO	
TOTAL BILL NO. 6: THOHOYANDOU	
TOTAL BILL NO. 7: MODIMOLE	
TOTAL BILL NO. 8: HOEDSPRUIT	
TOTAL	
VAT (15%)	
TOTAL (CARRIED TO FORM OF OFFER AND ACCEPTANCE)	



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REPUBLIC OF SOUTH AFRICA

T1.2 Tender data



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VOLUME 2: RETURNABLE DOCUMENTS



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T2.1: List of returnable documents



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T2.2 Returnable schedules

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 consortium² 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.

² 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



PA-14: MEDICAL CERTIFICATE FOR THE CONFIRMATION OF PERMANENT DISABLED STATUS

Project title:	<i>Polokwane Various Areas: Follow-on Contract on Repairs and Maintenance of Lifts. for 36 months</i>		
Tender / Bid no:		Reference no:	

I, _____ (surname and name),
identity number, _____ do hereby declare that I am a registered medical
practitioner, with my practice number being _____, practising at

(Physical or postal addresses)
declare that I have examined Mr. / Ms. _____,
identity number _____ and have found the said person to be
permanently disabled or having a recurring disability.

"Disability" means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory
function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the
range, considered normal for a human being." –

The nature of the disability is as follows:

Thus signed at _____ on this _____ day of _____ 20____

Signature _____

Date _____

OFFICIAL STAMP OF
MEDICAL PRACTITIONER

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

(Project description as per Bid / Tender Document)

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

2. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
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9			
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11			
12			
13			
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15			
16			

PA-15.1: Resolution of Board of Directors

17			
18			
19			
20			

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

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by 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

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

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by 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

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			
3			
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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).



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	☒ 80/20	☐ 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	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	- Official Municipal Rates Statement which is in the name of the bidder. Or - Any account or statement which is in the name of the bidder. Or - Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or - Lease Agreement which is in the name of the bidder.
3.	An EME or QSE which is at least 51% owned by black women (Mandatory)	4	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE which is at least 51% owned by black people with disability (Mandatory)	2	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

			and • Medical Certificate indicating that the disability is permanent. Or • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or • National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).
5.	An EME or QSE which is at least 51% owned by black youth (Mandatory)	2	• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.



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	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	• Official Municipal Rates Statement which is in the name of the bidder. Or

			- Any account or statement which is in the name of the bidder. Or - Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or - Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	- SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and - Medical Certificate indicating that the disability is permanent. Or - South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).

5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
----	--	---	---

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.

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 by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	- Official Municipal Rates Statement which is in the name of the bidder. Or - Any account or statement which is in the name of the bidder. Or - Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or - Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51%	2	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

		owned by black women (mandatory)		
	4. ☐	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and • Medical Certificate indicating that the disability is permanent. Or • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).
	OR			
	5. ☐	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable

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:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) \end{array}$$

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:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right) \end{array}$$

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		
2. Located in a specific Local Municipality or District Municipality or Metro or	2	2		

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		
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		
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		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

State Owned Company
[TICK APPLICABLE BOX]

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

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

PA- 29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

Project title:	Polokwane Various Areas: Follow on Contract on Repairs and Maintenance of Lifts for 36 months.		
Bid no:	PLK25/05	Reference no:	11/4/4/2

INTRODUCTION

1. This PA-29 [Certificate of Independent Bid Determination] must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This form (PA-29) serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (PA-29) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.

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.

Name of Bidder	Signature	Date	Position

³ 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.

PA- 40: DECLARATION OF DESIGNATED GROUPS

Tender no: _____

Name of Tenderer ☐ EME¹ ☐ QSE² ☐ Non EME/QSE (tick applicable box)

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

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

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

¹ EME: Exempted Micro Enterprise

² QSE: Qualifying Small Business Enterprise

PA- 40: DECLARATION OF DESIGNATED GROUPS

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

Name of representative		Signature		Date	

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

Project title:	Polokwane Various Areas: Follow on Contract on Repairs and Maintenance of Lifts for 36 months.		
Tender / quotation no:	PLK25/05	Closing date:	29/07/2025
Advertising date:	04/07/2025	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



DPW-15 (EC): SCHEDULE OF PROPOSED SUBCONTRACTORS

Project title:	<i>Polokwane various areas: Follow on Contract on Repairs and Maintenance of Lifts for 36 months.</i>		
Tender no:	<i>PLK25/05</i>	Reference no:	<i>11/4/4/2</i>

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:	
------------------------------	--

DPW-16 (EC): SITE INSPECTION MEETING CERTIFICATE

Project title:	<i>Polokwane Various Areas: Follow on Contract on Repairs and Maintenance of lifts for 36 months.</i>		
Tender / Quotation no:	<i>PLK25/05</i>	Reference no:	<i>11/4/4/2</i>
Closing date:	<i>29/07/2025</i>		

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.

Name of Tenderer	Signature	Date

Name of DPW Representative	Signature	Date

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

Project title:	<i>Polokwane Various Areas: Follow on Contract on Repairs and Maintenance of Lifts for 36 months.</i>		
Tender no:	<i>PLK25/05</i>	Reference no:	<i>11/4/4/2</i>

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



DPW-22 (EC): PARTICULARS OF ELECTRICAL CONTRACTOR

Project title:	<i>Polokwane Various Areas: Follow on Contract on Repairs and Maintenance of Lifts for 36 months.</i>		
Tender no:	PLK25/05	Reference no:	11/4/4/2

Name of Electrical Contractor:	
Address:	
Electrical Contractor registration number at the Department of Labour	

Name of Tenderer	Signature	Date



DPW-23 (EC): SCHEDULE FOR IMPORTED MATERIALS AND EQUIPMENT

Project title:	<i>Polokwane Various Areas: Follow on Contract on Repairs and Maintenance of Lifts for 36 months.</i>		
Tender no:	<i>PLK25/05</i>	Reference no:	<i>11/4/4/2</i>

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

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

Provide additional list if space provided is insufficient.

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

These net amounts will be adjusted as follows:

FORMULA:

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

$$A = V \left(\frac{Z}{Y} - 1 \right)$$

A = the amount (R) of adjustment

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

Y = exchange rate at the closing date of tender submission

Z = exchange rate on the date of payment.

Name of Tenderer	Signature	Date



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

VOLUME 3: CONTRACT



PART C1: Agreement and contract data



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

C 1.2 Contract data

DPW-05: (EC) CONTRACT DATA - GCC 2015: 3RD EDITION

Project title:	POLOKWANE VARIOUS AREAS: FOLLOW-ON CONTRACT ON REPAIRS AND MAINTENANCE OF LIFTS FOR 36 MONTHS				
Tender no:	PLK25/05	WCS no:	053298	Reference no:	11/4/4/2

	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. 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)] 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). Copies of these conditions of contract may be obtained through www.saice.org.za.
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	CONTRACT VARIABLES THE SCHEDULE (Contract Data [1.1.1.8]) The schedule is the listed variables in this agreement and contains all variables referred to in this document including specific changes made to GCC Third Edition (2015) documentation. It is divided into part 1: contract data completed by the employer and part 2: contract data completed by the contractor. Part 1 must be completed in full and included in the tender documents. Both the part 1 and part 2 form part of this agreement Spaces requiring information must be filled in, shown as 'not applicable' but not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the schedule. Key cross reference clauses are italicised in [] brackets
--	--

PART 1: CONTRACT DATA COMPLETED BY THE EMPLOYER:

A PROJECT INFORMATION

A 1.0 Works [1.1.1.35]

Works description	Refer to document PG01.1 (EC) – Scope of Works for detailed description
POLOKWANE VARIOUS AREAS: FOLLOW-ON CONTRACT ON REPAIRS AND MAINTENANCE OF LIFTS FOR 36 MONTHS	

Tender / Quotation no: PLK25/05

A 2.0 Site [1.1.1.29]

Erf / stand number	LIMPOPO VARIOUS AREAS
Site address	
Township / Suburb	LIMPOPO VARIOUS AREAS
City / Town	LIMPOPO VARIOUS AREAS
Province	LIMPOPO
Local authority	LIMPOPO
GPS Coordinates	

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	Aubrey.ndlovu@dpw.gov.za	Telephone	015 291 6434
Postal address	PRIVATEBAG X9469 POLOKWANE insert town 0966		
Physical address	77 HANS VAN RENSBERG STREET insert suburb POLOKWANE 0699		

A 3.2 Employer's Representative:

Name	Mr C A NDLOVU	Telephone number	015 291 6434
E-mail	Aubrey.ndlovu@dpw.gov.za	Mobile number	079 886 7887
Postal address	PRIVATEBAG X9469 POLOKWANE 0699		
Physical address	77 HANS VAN RENSBERG STREET POLOKWANE 0699		

Tender / Quotation no: PLK25/05

A 4.0	Employers Agent/s		
A 4.1	Principal Agent [1.1.1.16]	Discipline	Consultant

Name	Nqoba Business Enterprise		
Legal entity of above		Contact person	Jackie Gokamilwe
Practice number	2002/67723/	Telephone number	(011)941 8095
Country	SOUTH AFRICA	Mobile number	0729883115
E-mail	jackie@nqoba1.co.za		
Postal address	10 Trossachs Road The Hill Johannesburg 2195		
Physical address	0 Trossachs Road The Hill Johannesburg 2195		

A 4.2	Agent [1.1.1.16]	Discipline	N/A
--------------	-------------------------	-------------------	-----

Name	N/A		
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

A 4.3	Agent [1.1.1.16]	Discipline	
--------------	-------------------------	-------------------	--

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		



Tender / Quotation no: PLK25/05

A 4.4	Agent [1.1.1.16]	Discipline	
--------------	-------------------------	-------------------	--

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

A 4.5	Agent [1.1.1.16]	Discipline	
--------------	-------------------------	-------------------	--

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

A 4.6	Agent [1.1.1.16]	Discipline	
--------------	-------------------------	-------------------	--

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

Tender / Quotation no: PLK25/05

A 4.7	Agent [1.1.1.16]	Discipline	
--------------	-------------------------	-------------------	--

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

A 4.8	Agent [1.1.1.16]	Discipline	
--------------	-------------------------	-------------------	--

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

A 4.9	Agent [1.1.1.16]	Discipline	
--------------	-------------------------	-------------------	--

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

Tender / Quotation no: Insert Number and press "Tab"

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)	1-30
DPW-05: (EC): GCC 2015: 3RD EDITION	1-30
The GCC General Preliminaries for use with the GCC 2015: 3RD EDITION	YES
Contract participation goal documentation as further defined in clause 1.1.1.37 [CD] and B16 [CD]	N/A
Drawings as per drawing register issued with the tender	N/A
Specifications issued with the tender	1-2
Schedules issued with the tender	N/A
Bills of Quantities issued with the tender	1-10
Addenda as issued during tender stage, if applicable	As issued



Tender / Quotation no: PLK25/05

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

As issued

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

None

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%	Not Applicable
	Plant and materials supplied by the Employer [8.6.1.1.2]	R N/A	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 N/A	Not Applicable
	Direct contractors [8.6.1.1.2] where applicable, to be included in the contract works insurance	R N/A	Not Applicable
	Special Risks Insurance issued by Sasria [8.6.1.2]	R N/A	Not Applicable



Tender / Quotation no: PLK25/05

Public liability insurance [8.6.1.3]	R 5 000 000	Applicable
Ground support insurance [8.6.1.4]	R N/A	Not Applicable
Subcontractors insurance [8.6.3] where applicable, if not included in works insurance nor by sub-Contractors	R N/A	Not Applicable
Other insurances [8.6.1.5]		
Free issue where applicable, to be included in the contract works insurance	R N/A	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 N/A	Not Applicable
Other insurances: If applicable, description 1:	R N/A	Not Applicable
Other insurances; If applicable, description 2:	R N/A	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: OFFICE SPACE, COMMUNITY SERVICE CENTER AND STORAGE FACILITIES	
Restriction of working hours [5.8]	Applicable
If applicable, description: Service provider won't be allowed to work at night due to security reasons	
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]	Applicable
If applicable, description: Safety place for abused children, Fire arm strong room etc.	

Tender / Quotation no: PLK25/05



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	Repair Works/A
Section 2	Major Service Works
Section 3	Maintenance Works
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: PLK25/05

The contract period is determined as follows (Period/s indicated in months):	
Period to submit contractual obligatory documents including submission and approval of health and safety plan by the appointed Health & Safety Agent	30 days
Period to obtain Construction Permit from Department of Labour upon approval of the Health & Safety Plan by the appointed Health & Safety Agent	N/A
Total construction period for the Works as a whole from date of Access to and Possession of the Site up to and including Practical Completion , as indicated below [1.1.1.14, 5.4.1, 5.14.1]	36 Months
Period to achieve Completion [5.14.4]	36 Months
Defect liability period up to and including issuing Final Approval Certificate in months [5.16.1]	12
Total Contract Period	36 Months

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

Construction period [B18: 1.2] and Practical Completion for the Works as a whole [5.14.1] The time for achieving Practical Completion of the whole of the Works is measured from the date of Access to and Possession of the site (5.4.1) by the contractor inclusive of all public holidays, special non-working days and builders' holiday shut down periods .	Applicable
The date for practical completion for the works as a whole shall be the period in months 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]	36 Months
Notification period for inspection in working days by the principal agent.	02 Days
Penalty amount 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 78.35
Penalty amount per calendar day for late Practical Completion , excluding VAT. [5.13].	R 783.50
Penalty amount per calendar day for late Completion [5.14.4, 5.13]: Thirty percent (30%) of penalty amount per calendar day for late Practical Completion, excluding VAT.	R 235,05
Penalty amount per calendar day for late Final Completion (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 117,53



Tender / Quotation no: PLK25/05

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

Construction period and Practical completion for portions of the Works [5.14.7]					Not Applicable	
Portions of the Works in sections:	1	2	3	4	5	6
Notification period for inspection by the principal agent in working days .	30					
The date for practical completion shall be the period in months 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]	X					
The date for practical completion for the whole of the Works, if applicable shall be the period in months as indicated from the date of Access to and Possession of the Site by the contractor inclusive of all public holidays, special non-working days and builders' holiday shut down periods [5.4.1, 12.2.7; 24.1]					36 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 section 1 of the Works is:					R	
The penalty amount per day for failing to complete section 2 of the Works is:					R	
The penalty amount per day for failing to complete section 3 of the Works is:					R	
The penalty amount per day for failing to complete section 4 of the Works is:					R	
The penalty amount per day for failing to complete section 5 of the Works is:					R	
The penalty amount per day for failing to complete section 6 of the Works is:					R	
The penalty amount per day for failing to complete the whole of the Works, if applicable, is:					R	
Penalty amount 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 late Completion [5.14.4, 5.13]: To be calculated at Thirty percent (30%) of penalty / calendar day to complete the whole of the Works , excluding VAT						
Penalty amount per calendar day for late Final Completion (Issuing of Final Approval Certificate) [5.16, 5.13]: To be calculated at Fifteen percent (15%) of penalty / calendar day to complete the whole of the Works , 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	Major service
13.2	Repair work
13.3	Maintenance work



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13.4	N/A
13.5	N/A
13.6	N/A
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	Repair work
14.2	
14.3	
14.4	
14.5	
14.6	
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]	25th
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]]

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

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B 15.0 SPECIFIC CHANGES MADE TO GCC 2015: 3RD 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: 12 months . 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]



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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	Add new Clause 1.1.1.21.A 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: Re-measurement Contract.
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	Add new Clause 1.1.1.37 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	Add new Clause 1.2.6 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	Replace Clause 1.3.5 with the following: (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. (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. (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. (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. (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. (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.
1.3.7	Replace Clause 1.3.7 with the following By entering into this contract, the Contractor waives any lien that he may have or acquire, notwithstanding any other condition/s in this contract.
3.2.3	Add to Clause 3.2.3 the following: 1. The Employer's Principal Agent's authority to act and/or to execute functions or duties or to issue instructions are expressly excluded in respect of the following, unless same has been approved by the employer: (a) Appointment of Subcontractors – clause 4.4.4; (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; (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; (d) Suspension of the Works – clause 5.11.2; (e) Final Payment Certificate – clause 6.10.9;

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	(f) Issuing of <i>mora</i> notices to the Contractor – clauses 9.1.1, 9.1.2.1 and 9.2.1; (g) Cancellation of the contract between the Employer and Contractor – clauses 9.1.1, 9.1.2.1 and 9.2.1. (h) Any variation orders – clause 6.3.1 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. 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. 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: Clause 6.10.9 – Amend to read as follows: 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). 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). Clause 10.1.5 – Amend to read as follows: 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. 5. Insert the following under 3.2.3: 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.
3.3.2.1	Amend Clause 3.3.2.1 to insert the word "plant" to read as follows: 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.

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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: • Health and Safety Plan to be provided within 14 calendar days from award (Ref Clause 4.3) • Initial programme to be provided within 21 calendar days of handing over the site to the contractor (Clause 5.6) • Security (C1.0, Clause 6.2) • Insurance/s (B6, Clause 8.6) • <i>insert other requirements</i> • insert other requirements • insert other requirements
5.3.2	Add to Clause 5.3.2: The time to submit the documentation required before commencement with Works execution is: 21 calendar days.
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 Exclusive to the Contractor. In the event of access to, and possession of, the Site is not exclusive to the Contractor, the following limitations apply: Insert an exposition of limitation or refer to separate attachement in specifications



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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: Saturdays and Sundays The special non-working days are: Public Holidays and the year-end break annually published by the BCCEI (Bargaining Council for the Civil Engineering Industry)
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	Add the following to Clause 5.14.4: Penalty for late Completion will be 30% of penalty applicable to late Practical Completion / calendar day. Penalty for late Final Completion will be 15% of penalty applicable to late Practical Completion / calendar day.
5.16.1	Amend Clause 5.16.1 by deleting the provision in the third paragraph of this clause.



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5.16.2	Amend Clause 5.16.2 as follows: 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.
5.16.3	The latent defect period for all works is: 5 years
6.2.1	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.
6.2.3	Amend Clause 6.2.3 as follows: 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.
6.3.1	Amend first paragraph to Clause 6.3.1 as follows: If, at any time before the issue of the Practical Completion, 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):
6.5.1.2.3	The percentage allowance to cover overhead charges is 33%, except on material cost where the percentage allowance is 10%.
6.8.2	When Contract Price Adjustment is applicable [B13] the value of payment certificates is to be adjusted by a Contract Price Adjustment Factor (CPAF): The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Factor with the following values: The value of "x" is 0.15. The values of the coefficients are: a = 0.25. (Labour) b = 0.3 (Contractor's equipment) c = 0.3 (Material) d = 0.15 (Fuel) The values of the coefficients for "Repair and Maintenance Project" (RAMP) contracts are: a = 0.35 (Labour) b = 0.20 (Contractor's equipment) c = 0.35 (Material) d = 0.10 (Fuel) The urban area nearest the Site is Limpopo. (Select urban area from Statistical News Release, P0141, Table A) The applicable industry for the Construction Material Price Index for materials / plant is MECHANICAL. (Select the applicable industry from Statistical News Release, P0151.1, Tables 2,4,5) The area for the Producer Price Index for fuel is Limpopo. (Select the area from Statistical News Release, P0142.1, Table 1.) The base month is JUNE 2025. (The month prior to the closing of the tender.)

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6.8.3	Price adjustments for variations in the costs of special materials are not allowed.
6.9.1	Replace Clause 6.9.1 with the following: "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.
6.10.1	Add at end of Clause 6.10.1 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: (a) Monthly Local content report, (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) (c) Tax Invoice (d) Labour intensive report (e) Contract participation goal reports (f) Updated construction programme (g) Revised cash flows
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is: 85 % .
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	Replace Clause 6.10.5 with the following: <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> <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 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.</u> <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>

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6.10.6.2	Replace Clause 6.10.6.2 with the following: "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).
6.10.9	Ref Clause 3.2.3.
7.2.1	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.
7.5.3	Add the following to Clause 7.5.3 "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".
7.9.1	Insert the following at the end of Clause 7.9.1: 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.
8.2.2.1	Insert the following as a second paragraph to Clause 8.2.2.1: 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.
8.3.1.10	Replace Clause 8.3.1.10 with the following: "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".
8.4.3	Add the following as Clause 8.4.3: 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 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	Add new Clause 8.6.8. HIGH RISK INSURANCE In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply: (1) Damage to the Works 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. 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. (2) Injury to Persons or Loss of or damage to Properties 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. 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



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	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. (3) 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. (4) The Employer shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the Contractor's default of his obligations as set out in 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.
9.1.1	Ref Clause 3.2.3
9.1.2.1	Ref Clause 3.2.3
9.1.4	Replace the first paragraph of Clause 9.1.4 with the following: "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"
9.1.5	Replace the first paragraph of Clause 9.1.5 with the following: 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: "
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	Add new Clause 9.2.1.3.9: Has failed to effect and keep in force any of the insurances referred to in Clause 8.6.1.
9.2.4	Add the following as Clause 9.2.4: 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	Replace Clause 9.3.2.2 with the following: 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	Add the following at the end of Clause 9.3.3 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	Replace Clause 10.1.3.1 with the following: 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	Replace Clause 10.1.3.6 with the following: 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	Add new Clause 10.1.6: 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	Replace Clause 10.1.3.6 with the following: 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 oof or rely on any fact or circumstance not recorded in terms of the Clause, if the other party to the dispute in prejudiced by such nor-recording of the facts.
10.2.1	Replace Clause 10.2.1 with the following: 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.



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10.2.2	Replace Clause 10.2.2 with the following: 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.
10.2.3	Ref clause 3.2.3.
10.3.2	Replace Clause 10.3.2 with the following: 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.
10.3.3	Replace Clause 10.3.3 with the following:: 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.
10.4.2	Replace Clause 10.4.2 with the following: 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.
10.4.4	Replace Clause 10.4.4 with the following: 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.
10.5	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: 10.5.1 The appointment of a mediator, the procedure, and the status of the outcome shall be agreed between the parties. 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.
10.6	Not applicable to this Contract.
10.7	Not applicable to this Contract.
10.10.3	Replace Clause 10.10.3 with the following: 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.

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

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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

Option A	cash deposit of 10 % of the contract sum (excluding VAT)
Option B	variable construction guarantee of 10 % of the contract sum (excluding VAT) (DPW-10.3 EC)
Option C	payment reduction of 10% of the value certified in the payment certificate (excluding VAT)
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)
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 guarantee for advance payment [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 preliminaries shall be paid in accordance with an amount prorated to the value of the works executed in the same ratio as the amount of the preliminaries to the contract sum , which contract sum shall exclude the amount of preliminaries . Contingency sum(s) and any provision for cost fluctuations shall be excluded for the calculation of the aforesaid ratio
Option B	The preliminaries shall be paid in accordance with an amount agreed by the principal agent and the contractor in terms of the priced document 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 principal agent and adjusted from time to time as may be necessary to take into account the rate of progress of the works

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



Tender / Quotation no: PLK25/05

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

Failure to provide particulars within the period stated

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



Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

C1.3 Form of guarantee

DPW-10.2 (EC): VARIABLE CONSTRUCTION GUARANTEE GCC 3rd Edition (2015)

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

FOR ATTENTION

The National Department of Public Works and Infrastructure
Private Bag X9469
Polokwane
0699

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 **Polokwane Various Areas: Follow on Contract on Repairs and Maintenance of Lifts for 36 months** (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: _____

DPW-10.4 (EC): FIXED CONSTRUCTION GUARANTEE GCC 3rd Edition (2015)

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

FOR ATTENTION

The National Department of Public Works and Infrastructure
Private Bag X9469
Polokwane
0699

Sir,

FIXED 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 **Polokwane Various Areas: Follow on Contract on Repairs and Maintenance of Lifts for 36 months** (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 5% of the **contract sum** (excluding VAT), for the due fulfillment of the **contract**.
2. 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
 - (b) the **contractor's** estate is sequestered; liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa.
3. 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.
4. The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon the issue of the last **final approval certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.

Contract/Tender No: **PLK25/05**

5. The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the foregoing, any compromise, extension of the construction period, indulgence, release or variation of the **contractor's** obligation shall not affect the validity of this guarantee.
6. The **guarantor** reserves the right to withdraw from this guarantee at any time by depositing the guaranteed amount with the **employer**, whereupon the **guarantor's** liability ceases.
7. This guarantee is neither negotiable nor transferable, and
 - (a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 4 above, or
 - (b) shall lapse on the date of the last **certificate of completion** of works.
8. This guarantee shall not be interpreted as extending the **guarantor's** liability to anything more than the payment of the amount guaranteed.

SIGNED AT _____ ON THIS _____ DAY OF _____ 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: _____



PART C2: Pricing data

PG-02.1 (EC) PRICING ASSUMPTIONS – GCC 3rd Edition (2015)

Project title:	Polokwane Various Areas: Follow-on Contract on Repairs and Maintenance of Lifts for 36 Months.		
Tender / Quotation no:	PLK25/05	Reference no:	11/4/4/2

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

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".

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 of 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 ³ .km	=	Cubic metre - kilometre
Km-pas	=	kilometre - pass
m ² .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)

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 achieve in the performance of this contract the prescribed local content deliverables as listed in PA36 and annexures C thereto in the respective designated sectors as published by Department Trade Industry and Competition (DTIC). The Service Provider shall submit an accumulative monthly report 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 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. 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.
the final account.

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

Minimum Percentage Participation Goal Applicable Yes ☐ No ☒

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 C3.5.2. The contractor shall price his Profit and Attendance, all inclusive of associated costs to the contractor for implementation. 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.

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

Minimum Percentage Participation Goal Applicable Yes ☐ No ☒

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 C3.5.3. The contractor shall price his Profit and Attendance, all inclusive of associated costs to the contractor for implementation. 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.

C2.1.16.3 MINIMUM TARGETED LOCAL LABOUR CONTRACT PARTICIPATION GOAL

Minimum Percentage Participation Goal Applicable Yes ☐ No ☒

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 C3.5.4. The contractor shall price his Profit and Attendance, all inclusive of associated costs to the contractor for implementation. 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.

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

Minimum Percentage Participation Goal Applicable Yes ☐ No ☒

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 C3.5.5. The provisional amount allowed is for the appointment of training coordinator, mentor, training service providers and training of the beneficiary enterprises.

The contractor shall price his Profit and Attendance, all inclusive of associated costs to the contractor for implementation. 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.

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 CONTRACT SKILLS DEVELOPMENT GOALS (CSDG)

Minimum Percentage Participation Goal Applicable Yes ☒ No ☐

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 C3.5.6. 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 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 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.

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.

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.

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: Notional Cost of Training; Headcount

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 remeasurable 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% x 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
Method 2: Workplace learning opportunities, with unemployed TVET graduates	1	R23 000	R92 000	R92 000
Method 3: Candidacy for an unemployed learner with a 3-year qualification	1	R61 500	R246 000	R246 000
Total	2			R338 000

C2.1.16.6 NATIONAL YOUTH SERVICE TRAINING AND DEVELOPMENT PROGRAMME

National Youth Service Training and Development Programme Applicable Yes ☒ No ☐

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 C3.5.7. The contractor to price all elements of this section and allowance must be made for submitting monthly reports in the prescribed manner as per examples of reports bound in the specification document.

C2.1.16.7 LABOUR-INTENSIVE WORKS

Labour Intensive Works Applicable Yes ☐ No ☒

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.

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.

C2.3. Submission of Monthly Local Material Utilisation Report (Local Content)

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. Allowance must be made for submitting monthly reports illustrating the value of local material utilisation report.



Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

PART C3: Scope of work



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Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

C3: Scope of work

PG-01.1 (EC) SCOPE OF WORKS – GCC 3rd Edition (2015)

Project title:	<i>Polokwane various Areas: Follow on Contract on repairs and Maintenance of Lifts for 36 months.</i>		
Tender no:	PLK25/05	Reference no:	11/4/4/2

C3. Scope of Works

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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

- Maintenance of Lifts
- Major Service
- Repairs

C3.4 STANDARD SPECIFICATIONS:

The standard specifications on which this contract is based are the **South African Bureau of Standards**

- SANS 53015:2010 Maintenance for Lifts and Escalators – Rules for Maintenance Instructions
- SANS 50081-5:2007
- Occupational Health and Safety Act, 1983: Government Notices No. R 828
- Code of Practice for Existing Goods Hoist: Government Notices No. R 89

A - 1986 - GENERAL / D – (etc, to be provide by compiler)

3.5 PROJECT SPECIFICATIONS:

Status

The Project Specification, consisting of two parts, forms an integral part of the contract and supplements the Standard Specifications.

Part 1 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:

MAINTENANCE OF LIFTS

Maintenance refers to a routine and/or remedial intervention required, ensuring that the asset is retained in a serviceable condition, and also to ensure that it retains its value and usefulness.

There are different kinds of maintenance services that are to be undertaken, namely: -

- Preventative Service Maintenance – for which the service provider has to perform certain actions to prevent failure on the operation of the installation in due course.
- Statutory Maintenance – May contain the elements of the statutory maintenance, which is defined in the Act as actions performed to meet legal requirements as contained in the Occupational Health and Safety Act No 85 of 1993 and other relevant regulations.
- Breakdown Maintenance – these are reactive maintenance actions performed to restore installation to operational condition.

Scope of Preventive Maintenance

The scope of the preventive maintenance program shall be comprehensive and shall include, at a minimum:

- Inspections
- Adjustments
- Lubrication
- Repairs and replacements (including light bulbs/lamps)
- Housekeeping/cleaning
- Recordkeeping

The program shall maintain the elevator to run at rated speed, rated capacity, desired door open/close timing, correct door speeds, designated floor stops, required floor levelling parameters, etc.

Maintenance Personnel

In accordance with the SANS53015, maintenance, repairs, or replacements are to be performed only by persons trained to perform these operations on the equipment. **Site Staff and Qualifications**

- The Contractor will be required to supply the services of suitably and properly qualified technical staff to undertake the servicing, maintenance, repairs, operation and supervision



of the Electrical and Mechanical installations and equipment as per requirement of the OHS Act. The names of such staff and qualifications shall be attached to this tender.

- Only competent person who have passed a recognized Lift Trade will be allowed to work on the equipment. Where apprentices or 'semi-skilled' workers are used to do the work, they must work under the supervision of a competent lift technician.
- All staff who are on site are to be those individuals whose names appear in the 'staff declaration document' contained in this tender document. Should it be found that the Contractor is using only semi/unskilled labor, the Client reserves the right to cancel the contract with 24hours notice.

Recordkeeping

A complete log must be kept that contains records of all maintenance, adjustments, repairs, replacement, etc., performed on the elevator. The log must include the dates, names of participating personnel, and description of tasks performed, including tests and inspections, reports, trouble calls, corrective action, recommendations, or any other incidents related to the elevator.

Manufacturer's data and drawings for the elevator equipment shall be accessible and maintained to reflect the current state of the equipment. Important data such as manufacturer names, part numbers, serial numbers, sizes, and types shall be readily accessible. Any pertinent service bulletins shall also be kept.

Checklists for the scheduled preventive maintenance tasks shall be developed and kept to ensure that these tasks are performed.

Safety

The following practices shall be observed, as a minimum, during maintenance, inspection, or testing procedures:

- All safety devices must be in operational condition.
- Lockout/tagout procedures must be followed if maintenance procedures require that the equipment not be operated.
- Ensure that personnel performing maintenance, inspection, and testing tasks wear clothing that is not loose fitting and that they are provided with proper protective equipment, such as safety shoes, hard hats, eye protection, and hand protection.
- Provide barriers and signage, where applicable, especially at hoistway doors.
- Upon completion of work, remove any jumper wires that were used.
- It is possible that the elevator pit may be designated a "Permit Required Confined Space." The additional required safe procedures must be attended to in these cases.
- Provide proper lighting.
- Determine that adequate refuge space exists above and below the car.
- Ensure the working area is clean and dry.

Areas of Inspection

Specific items and equipment to be inspected under each of the following areas are listed as follows:

The areas of inspection include:

1. Inside car – door reopening device, stop switches, operating and control devices, car floor/landing sill, lighting, car emergency signal, car door, door closing force, power opening/closing of doors, vision panels, car enclosure, emergency exit, ventilation, signage,

- rated load, platform area, data plate, emergency power, restricted door opening, car ride, door monitoring, stopping accuracy
2. Machine room – access, head room lighting, receptacles, machine enclosure space, housekeeping, ventilation, fire suppression, pipes, wiring, ducts, guarding of equipment, numbering/labeling, disconnecting means, controller wiring/fuses/ grounding, static control, overhead beam, machines and machine brakes, motor- generators, regenerated power, alternating current (AC) drives, sheaves, rope fastenings, terminal stopping devices, slack rope devices, governor, safeties, data plate
 3. Top of car – stop switch, light, outlet, operating device, refuge space, counterweight clearance, sheaves, normal/final terminal stopping devices, broken rope/chain/tape switch, leveling devices, data plate, emergency exit, counterweight, counterweight buffer, counterweight safeties, floor numbering, hoist-way construction, smoke control, pipes/wiring/ducts, windows/projections/recesses/ setbacks, clearances, multiple hoist-ways, traveling cables/junction boxes, door equipment, car frame, guide rails, guide rail alignment, guide rail fastenings, governor/traction/ compensation ropes, rope fastening devices
 4. Outside the hoist-way - platform guard, hoist-way doors, vision panels, hoist-way door locking devices, access, power closing of hoist-way doors, sequence operation, enclosure, parking devices, emergency access, separate counterweight hoist-way, standby power selection switch, emergency doors in blind hoist-ways
 5. Pit - access, lighting, stop switch, condition, clearance, runby, buffers, normal/final terminal stopping devices, traveling cables, governor rope, governor rope tension, compensating chains/ropes/sheaves, car frame/platform, car safeties, car guides
 6. Firefighters' emergency operation.

Testing

The Code requires periodic testing of elevators witnessed by an Accredited Inspection Authority(as defined by Act 85 of 1993).

Test certifications may be issued by various public jurisdictions, such as State, county, or city elevator commissions or boards, or by private entities.

Electric Elevator Tests

The Code provides general descriptions of the Category tests for electric elevators. More detailed descriptions are provided in SANS 53015.

Minimum Preventive Maintenance Requirements For Electric Traction Elevators

The following items (as applicable) shall be included requirements of a maintenance contract:

(Note: When items are inspected and found to be defective, broken, out of adjustment, etc., they must be repaired, replaced, or adjusted to meet the requirements of OHS ACT 85 of 1993.)

Performed On A Monthly Basis:

- Ride in the car to observe operation of doors, leveling, smoothness, and door reopening devices at each landing.
- Listen for unusual noises in the car and in the hoist-way.
- Test all locks and gate switch
- Check the car emergency light.
- Check the car ventilation system and heater.
- Check the operation of the limit and safety switches in hoist-way and car.
- Check all of the timers in the system and reset if necessary.
- Check all car operating controls, lamps, and gongs. Replace burned-out lamps.

Performed On A Two-Month Basis:

- Check and adjust car door operation.
- Lubricate hangers, rollers, gibs, linkages, and pivot points.
- Check and adjust door clearances, eccentrics, arm bearings, speed control switches, cables, clutches, chains, and belts.
- Tighten door drive system points.
- Check selector.
- Clean, adjust, and lubricate components as required.
- Check the car telephone and alarm operations. Repair the alarm system if required. Check the oil level in the car and in the counterweight oil buffers. Add oil as required.
- Check the motor brushes and commutators. Check the brushes for tension, seating, and wear (replace or adjust as required). Check commutators for finish, grooving, eccentricity, and mica level - clean, turn, or refinish as required.

Performed On A Quarterly Basis:

- Check for proper car leveling operation. Adjust if required.
- Initiate the Phase I firefighter recall service and check for proper operation to a minimum of two floors under Phase II service.
- Check and clean the door switch contacts.
- Check the door speed control switches.
- Inspect the condition of resistors and mounting assemblies.
- Check car top and hoist-way for loose covers, vanes, or components. Inspect the traveling cables for damage.
- Inspect the brake linings.
- Check the car position sensor drive wheel. Check decelerations, advances, and accelerations to ensure all cars are matched.
- Inspect all parts of the safeties and adjust clearance between the safety jaws and guide rails. Clean all parts and lubricate the pivot points.
- Clean the screens.
- Clean the guide rails with solvent to remove dirt, debris, or excess lubricant.
- Drain, flush, and refill the gearing lubricant.
- Clean:
 - Drip pans (check oil levels of associated equipment) Door reopening device photo eye components
 - Door tracks and sills
 - Lamps and sensors in the car top controller
 - Car top
 - Machine room
 - Pit
 - Brushes and commutator Controller
 - Selector
 - Relay connectors Contacts
- Test and adjust dispatching, scheduling, and emergency service of the group supervisory control system (if equipped).
- Clean the hoist-way. Vacuum the dust from controllers and relays

Performed On a Six-Month Basis:

- Check for hoist rope wear, as well as rope length, lubrication, and tension. Replace, lubricate, or adjust the rope as required.
- Inspect all ropes for wear and lubrication (do not lubricate the governor rope) - replace or lubricate the ropes if required.
- Clean the governor and hoist ropes.
- Inspect the rope hitches, fastenings, and shackles - equalize ropes if warranted



- Check the clearances for governor tension sheave, counterweight-to-buffer (with car at top landing), and compensation sheave to pit.
- Inspect guide rails, cams, fastenings, and counterweights in hoist-ways.
- Lubricate the limit switch roller pins.
- Inspect the sheaves to verify that they are tight on the shafts, and sound their spokes and hubs with a hammer to inspect for cracks. Repair as necessary.
- Check the compensation rope tension.
Lubricate the sheave bearings and check for leaky seals.
- Lubricate the guide shoe stems.

Performed On an **Annual** Basis:

- Brakes:
 - Remove, clean, and lubricate the brake drum & cores.
- Motors:
 - Inspect the brake linings for wear - clean or replace if necessary. Adjust the brakes to wear evenly if necessary.
 - Inspect the armatures of hoist motor and motor-generator (if equipped).
 - Check the electrical connections.
 - Drain, flush, and refill the oil reservoirs.
 - Check the brushes for neutral settings and for proper quartering and spacing on the commutators. Reset if necessary.
 - Lubricate the bearings.
 - Vacuum the carbon and dust.
- Test the safeties
- Test the governor for operation.
- Check governor sheave fastenings

Major Service

It is a major overhaul conducted on an annual basis, by a competent person undertaking a thorough examination for the lift to meet the required safety standard required by SANS 50081. This involves examination of the equipment at its entirety to also replace urgent worn or damaged components. This is a robust maintenance that is conducted once annually to optimize the performance and availability of the lift. It is also recommended if the equipment has not been serviced consistently for 12 months and/or when the equipment has not been operational for more than 6 months.

The work involved but not limited to:

- *Shaft Work*
 - Complete clean – down of the entire equipment.
 - Thoroughly test and repair all the landing, car door mechanical, electrical locks and car door protection devices.
 - Set and adjust car and landing door locks. Replace worn or damaged rollers as necessary.
 - Set up-thrust rollers on all landing doors. Replace damaged as necessary.
 - Replace / align car and cwt guide shoes and rollers.
 - Inspect elevator floor levels, shaft and pit equipment and rectify as necessary.
 - Replace worn out landing and car door track inserts
- *Motor Room*
 - Strip, clean, lubricate and set governor and brakes.
 - Adjust controllers and selectors (if applicable).

- Replace short and missing generator and motor brushes
- Clean machine room equipment.
- Remove old oil, waste, spares etc from site
- Flush and renew gearbox oil and seal oil leaks
- Remove all wires from fuse holders and replace with rated fuses.
- **General Works**
 - Fault-finding on shutdown units.
 - Secure all loose lift components
 - Make all car and hall buttons operational.
 - All indicators must be repaired or replaced where required
 - Check fan, emergency alarm, light units and car door open buttons for operation and repair/replace
 - Lubricate pins and moving equipment (where necessary).
 - Check, test and make operational all safety aspects of the lift.

Response Times

This is the time lapsed from the time the call-out is logged by the system operator or person making the call until response on site. The service should be available on a 24/7 basis. Response times to any call-out on site are kept at an absolute minimum. Response varies in geographical area of the equipment. For areas around Polokwane, a maximum of 60 mins is allowed during normal working hours and 120 mins after hours, holidays and weekends. Call –out with trapped passengers are regarded as an emergency and should get the necessary attention. Response to trapped passengers is 30 mins during normal working hours, 60 mins after working hours, weekends and holidays.

- The response times stated in shall be strictly adhered to and notification of the fault can be by telephone, e mail or in person.
- Non-adherence to the above reaction times will be seen in a very serious light and will also be handled as non-compliance with the Tender conditions. This can result in claims for any losses or damages against the successful Tenderer and will also be held responsible for any legal action which may be taken against the Client.
- The Contractor will be issued with a reference no. for each call, the call will be logged and it is the responsibility of the successful tenderer to report back to the client or his appointed representative and close off the call giving the following information:
 - Time of arrival
 - Nature of the trouble found on site
 - Time repair was completed

Sub-contracting

- No sub-contracting will be allowed on maintenance work and all maintenance work is to be performed by the appointed contractors direct employees, the only works which can be sub-contracted and which will be subject to the approval by the Client's appointed representative are; major repairs, modifications/modernization of equipment, repairs to intercoms, repairs to pc-boards etc.

Keeping of Records

The successful tenderer shall maintain a logbook of all equipment and plant involved in this tender for records and entries concerning the installations, breakdown, problems, repairs etc.

A monthly report for each installation consisting of the Proforma Inspection shall be properly completed by the successful tenderer and shall accompany his/her invoices.

All records required by law and by the Client the equipment provided for, the materials supplied and used by the successful tenderer in the execution of this tender and/or his/her staff employed for the purpose of this tender shall be kept. These records will remain the property of the Client after the contract has expired. The following shall serve as examples of the records to be kept, which may be added to:

- Callout register
- Plant room and equipment logs,
- Inspection reports,
- Service record of all Equipment,
- Equipment log books

Inspections

The Client reserves the right to authorize independent inspections of individual or entire installations, using suitable qualified persons at any time. The independent inspections shall in no way limit the Contractor's liabilities or obligations in terms of this agreement. The Contractor or his representative shall be present at every inspection of the installation and the Contractor, in terms of this agreement, shall provide the necessary facilities at no additional cost.

Shutting Down of Equipment

No mechanical/electrical equipment or plant involved in this tender may be shut down, switched off or isolated in any way without prior written permission from the Client or his Representative.

Exclusions from the Contractor's Responsibilities

The following items shall be excluded from the contract amount and should they require repair/replacement, the Client shall bear any associated costs:

- All decorative finishes, wall panels, suspended ceilings, light diffusers, handrails, mirrors, carpets or floor coverings.
- Sump pump in the lift pit
- Cylinder and buried pipes on hydraulic lifts except for accessible seals and wearing parts.

3.5.2 AMENDMENTS TO THE STANDARD AND PARTICULAR SPECIFICATION:

Amendments from SANS10360 To SANS 13015 to be discussed with appointed Contractor
See attached Government Notice No. R94 applicable to Existing Goods Hoists for Houdspruit

C3.5.3 PARTICULAR SPECIFICATIONS:

As per 3.5.1

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:

C3.61 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. 43495 Government Gazette, 3 July 2020

C3.7 CONTRACT PARTICIPATION GOALS AND CIDB BUILD PROGRAMME

The contractor shall achieve in the performance of the 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:

C3.7.1 Minimum Targeted Local Material Manufacturer Contract Participation Goal

The Minimum Targeted Local Building Material Manufacturers CPG is *"not applicable"* 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 **insert applicable Ward/s, Municipal District, Town, City, Province**, 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 **insert applicable percentage, both in words and figures** of the total value of materials purchased excluding VAT to be sourced from within **insert applicable kilometers** km radius of the project site,

- (e) Material of at least **insert applicable percentage, both in words and figures** of the total value of materials purchased excluding VAT to be sourced from within **insert applicable kilometers** radius of the project site.

Failure to achieve the minimum **insert applicable percentage, both in words and figures** Targeted Local Material Manufacturer participation expressed as a percentage of the original tender amount, excluding allowances and VAT, will result in a **insert applicable percentage, both in words and figures** 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.

C3.7.2 Minimum Targeted-Local Building Material Suppliers Contract Participation Goal

The Minimum Targeted Local Building Material Suppliers CPG is "not applicable" 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

- 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.

Note: Adapted from SANS 10845-7:2015, definition 2.14

Preference shall be given to the local material suppliers where feasible in the **insert applicable Ward/s, Municipal District, Town, City, Province**, and provided that:

- Such materials comply in all respects with the specific requirements of PW371 and SANS specifications,
- The none availability of such materials shall not adversely affect the desired progress of the specific works,
- The use of such suppliers shall not constitute grounds for any claim for increased cost in respect thereof,
- Materials of at least **insert applicable percentage, both in words and figures** of the total value of materials purchased excluding VAT to be sourced from within **insert applicable kilometers** of the project site,
- Material of at least **insert applicable percentage, both in words and figures** of the total value of materials purchased excluding VAT to be sourced from within **insert applicable kilometers** of the project site.

Failure to achieve the minimum **insert applicable percentage, both in words and figures** Targeted Local Material Manufacturer participation expressed as a percentage of the original tender amount, excluding allowances and VAT, will result in a **insert applicable percentage, both in words and figures** 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 **"not applicable"** 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. 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:

- are employed by the principal contractor, sub-contractor or targeted enterprises in the performance of the contract;
- are defined as the target group in the targeting data; and
- 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 **Polokwane Province** 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 **3yrs** working days. The minimum CPG participation for Targeted Local Labour Skills Development is **R676 600.00, six hundred and seventy six thousand six hundred rands only**, 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 **"not applicable"** 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 **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.

The lead partner or main contractor shall dedicate a **minimum five percent (5%)** 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 insert type of enterprises, e.g. General Building, Electrical, Mechanical, Plumbing, etc. .It could be either or any combination of all Enterprises.

The contractor shall attain or exceed the enterprise development goal in the performance of the contract. Failing to achieve the Participation Goal will result in A) a 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.

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 "*not 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 listed in Table 1 above.

The contract skills participation goals, 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.

Table 2: 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 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.

Table 3: 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 re-measurable item.

- (a) (a) The successful contractor may employ part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates (delete that which is not applicable) 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 **2 (two)** from eligible full 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 **2 (two)** trade qualification.

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. (delete that which is not applicable)
- (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 (delete that which is not applicable) 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 full, 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 candidates (delete that which is not applicable) 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 (delete that which is not applicable) 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 (delete that which is not applicable).
- (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 candidates (delete that which is not applicable).

- (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 ~~{delete that which is not applicable}~~ 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 ~~{delete that which is not applicable}~~ 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 ***"not applicable"*** 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. A **thirty percent (30%)** penalty of the value of the works will be imposed on items where unauthorised use of plant was used to carry out work which was to be done labour-intensively.

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 excavateable material

Hand excavateable material is:

a) granular materials:

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

b) cohesive materials:

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

Note

1) A boulder is material with a particle size greater than 200mm, a cobble and gravel is material between 60 and 200mm.

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

Table 2: Consistency of materials when profiled			
GRANULAR MATERIALS		COHESIVE MATERIALS	
CONSISTENCY	DESCRIPTION	CONSISTENCY	DESCRIPTION
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40 mm; can be moulded by fingers with some pressure.

Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of a geological pick; requires many blows for excavation.	Stiff	Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumb-nail with difficulty; slight indentation produced by blow of a geological pick point.

Trench excavation

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

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

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

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

Clearing and grubbing

Grass and bushes shall be cleared by hand.

Shaping

All shaping shall be undertaken by hand.

Loading

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

Haul

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

Offloading

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

Spreading

All material shall be spread by hand.

Compaction

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

Grassing

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

Stone pitching and rubble concrete masonry

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

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

Grout shall be mixed and placed by hand.

Manufactured Elements

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

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.

C.3.9 Submission of Monthly Local Material Utilisation Report (Local Content)

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.

Examples of calculating CPGs and related penalties

CPGs values are based on the Tender Amount at the time of the award. Determining the actual values is based either on the Tender Amount including allowances and Vat or the Tender Amount at the time of award excluding allowances and VAT, where 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)

CPG values in the CPG Bill of Quantities Section will be recalculated based on the “Tender Amount” or the “Contract Amount” which ever applicable and the provisional amounts adjusted accordingly. Sanctions (penalties) are applicable to all CPGs where the contractor fails to achieve the minimum specified requirements, unless the contractor can prove to the Employer’s satisfaction that the non-achievement was beyond his/her control. No penalties will be applied should the CPG value, based on the original “Tender Amount” or the “Contract Amount”, has been achieved.

1.1 Targeted Local Building Material Manufacturers CPG

When applicable, the CPG is expressed as a percentage of the “Contract Amount”, i.e. the Tender Amount at the time of award excluding allowances and VAT.

CPG calculation example:

“Tender Amount” = R150 Mil all inclusive of allowances and VAT

“Contract Amount” = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)

CPG to be achieved = 5% as specified in the Scope of Works (PG01.1)

CPG target value = R130 Mil x 5% = R 6,5 Mil (Value of material to be purchased from local manufacturers, excluding VAT)

Calculation of penalty:

Percentage penalty applicable = 10% as specified in the Scope of Works (PG01.1)

CPG target value = R6,5 Mil excluding VAT

CPG Achieved = R5,5 Mil (R1 Mil shortfall) excluding VAT

Penalty = R1 Mil x 10% = R100 000 excluding VAT

1.2 Targeted Local Building Material Suppliers CPG

When applicable, the CPG is expressed as a percentage of the “Contract Amount”, i.e. the Tender Amount at the time of award excluding allowances and VAT.

CPG calculation example:

“Tender Amount” = R150 Mil all inclusive of allowances and VAT

“Contract Amount” = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)

CPG to be achieved = 5% as specified in the Scope of Works (PG01.1)

CPG target value = R130 Mil x 5% = R 6,5 Mil (Value of material to be purchased from local suppliers, excluding VAT)

Calculation of penalty:

Percentage penalty applicable = 20% as specified in the Scope of Works (PG01.1)

CPG target value = R6,5 Mil excluding VAT

CPG Achieved = R5,5 Mil (R1 Mil shortfall) excluding VAT

Penalty = R1 Mil x 20% = R200 000 excluding VAT

1.3 Targeted Local Labour Skills Development CPG

When applicable, the CPG is expressed as a percentage of the total number working days required to complete the Works.

CPG calculation example:

"Tender Amount" = R150 Mil all inclusive of allowances and VAT

"Contract amount" = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)

Number of working days required to complete the Works based on the construction period = 600 days

CPG percentage participation to be achieved = 30% as specified in the Scope of Works (PG01.1)

Required number of working days training to be provided = 180 days (600 x 30%)

Calculation of penalty:

Payment reduction = R 5 000 per day for not providing training as specified in the Scope of Works (PG01.1)

CPG = 600 working days x 30% = 180 working days training to be provided

CPG Achieved = 160 days (20 days shortfall where no training was provided)

Penalty = 20 days x R5 000 payment reduction per day = R100 000 excluding VAT

1.4 Cidb BUILD Programme: Enterprise Development

When applicable, the Enterprise Development CPG expressed as a percentage of the "Contract amount" = Tender amount at the time of award excluding allowances and VAT. Failure to achieve the minimum Targeted Local Labour Skills Development CPG will result in a payment reduction of an amount specified in the Scope of Works (PG01.1) per working day where training was not provided.

The monetary value of training to be provided is stipulated in the CPG BoQ section. The number of beneficiaries to be trained is dependent on the "Contract Amount" as well the number of beneficiaries appointed which will generally resort under the Grade 1 and 2 cidb categories. The provisional amount will therefore be adjusted in terms of the "contract Amount", the number of beneficiaries to be trained and the actual cost for providing the training.

Part 1: Calculation of 5% CPG example:

"Tender Amount" = R150 Mil all inclusive of allowances and VAT

"Contract Amount" = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)

CPG percentage participation to be achieved = 5% as specified in the Scope of Works (PG01.1)

CPG value = R6,5 Mil (Value of work to be subcontracted to emerging enterprises)

Calculation of penalty

Percentage penalty applicable = 30% as specified in the Scope of Works (PG01.1)

CPG Minimum 5% = R6,5 Mil

Achieved = R5,5 Mil (Only subcontracted work to the value of R5,5 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:

The number of enterprises to be developed is subject to the contract amount and the apportionment of the work as per Example 1 below.

Number of enterprises to be trained = 6 x 1 GB subcontractors

Total cost for training = R 1 660 000

Calculation of penalty

Total number of enterprises to be trained = 6

Total number trained = 4 (2 Shortfall)

Training cost per beneficiary = R1 660 000 / 6 = R 276 666,67 per beneficiary

Penalty = R 276 666,67 x 2 x 30% = R166 000 Excl. VAT

B of Q Item	Description	Unit	Rate	Quantity	Amount (R)
5	Enterprise Development				
5.1	Enterprise Development of Targeted Enterprise or JV partners				
5.1.1	Appointment of training co-ordinator	Per Quarter	45 000	8	360 000
5.1.2	Appointment of Mentor /Training Service provider	Per Quarter	135 000	8	1 080 000
5.1.3	Needs Analysis and Enterprise Development Plan per Targeted Enterprise	No.	5 000	6	30 000
5.1.4	Monitoring and Interim reporting per targeted enterprise	Per Quarter	20 000	8	160 000
5.1.5	Project Completion report per Targeted Enterprise	No.	5 000	6	30 000

B of Q Item	Description	Unit	Rate	Quantity	Amount (R)
	Provisional Sum to be carried over to CPG bill of quantities				1 660 000
	"Contract amount" Tender amount excl. allowances and VAT	130 000 000			
	CPG Monetary value (5%) to be subcontracted to beneficiaries for training	6 500 000			
	No of enterprises based on the CPG value	6	Grade 1 / 2 GB/CE,ETC.		
	Contract period (months)	24			
	Note: Rates to be determined by PQS and adjusted to accepted quotation amounts				

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

When applicable, the contract skills development participation goals, expressed in Rand, shall be no less than the "contract amount" multiplied by a percentage (%) factor for the applicable class of construction works.

The monetary value of training to be provided is stipulated in the CPG BoQ section. The number of beneficiaries to be trained is dependent on the "Contract Amount" as well the number of beneficiaries appointed which will generally resort under the Grade 1 and 2 cidb categories. The provisional amount will therefore be adjusted in terms of the "Contract Amount", the number of beneficiaries to be trained from which *Method* and the actual cost for providing the training.

CPG Calculation

Table 2: 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. 43495 of 3 July 2020 (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

"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.

CPG calculation example:

"Tender Amount" = R150 Mil for GB, all inclusive of allowances and VAT

"Contract Amount" = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)

Factor for GB = 0,5% (as per Table 2 above)

CPG in R value = R130 Mil x 0,5% = R650 000 i.e. total notional cost of training to amount to R650 000

Calculation of penalty:

Percentage penalty applicable = 30% as specified in the Scope of Works (PG01.1)

CPG value = R650 000

Achieved = R550 000 = R100 000 Shortfall

Penalty = R100 000 x 30% = R30 000 Excl. VAT

Calculations based on "Contract Amount" after bid award and appointment of beneficiaries

Actual CPG training requirement value after award upon selecting method/s of training and appointment of beneficiaries = R676 000 (Table 4 below) and the provisional amount allowed for to be adjusted accordingly.

The new monetary value of training required will then form the basis for determining penalties applicable. No penalties will be applied should the CPG value, based on the "Contract Amount" be achieved.

Table 4: Notional cost recalculation upon appointment of beneficiaries.

Source: cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 43495 of 3 July 2020 (Page 10)

Skills Types	Number of learners	Notional Cost / Learner / Quarter	Notional cost / learner / year	Total Notional Cost over 12 months Contract
Method 2: Workplace learning opportunities, with unemployed TVET graduates	2	R23 000	R92 000	R184 000
Method 3: Candidacy for an unemployed learner with a 3-year qualification	2	R61 500	R246 000	R492 000
Total	4			R676 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 as published by Stats SA. The rates will be adjusted as an adjustment to the provisional amounts should the rates increase after bid award or during the construction period

1.6 National Youth Service Programme (NYS) CPG

When applicable, a separate NYS Bill of Quantities will be included in the tender documentation will indicate the number of beneficiaries to be trained.

Calculation of penalty:

Payment reduction per person not trained as stipulated in the NYS Bill of Quantities = R 2 500 per person.

Total number of NYS Beneficiaries as stipulated in the NYS Bill of Quantities = 25

Total Number of NYS beneficiaries trained = 20 (shortfall of 5 beneficiaries)

Penalty = 5 x R2 500 = R12 500 Excl. VAT

1.7 Labour Intensive Works CPG

When applicable, the work to be done by way of Labour intensive methods are specified in the Bills of Quantities with a "LI".

CPG calculation example:

"Tender Amount" = R150 Mil all inclusive of allowances and VAT

"Contract Amount" = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)

CPG value = R10 Mil (Total value of labour-intensive works specified in the Bills of Quantities)

Calculation of penalty:

CPG value = R10 Mil

Percentage penalty applicable = 30% as specified in the PG01.1 Scope of Work

CPG Achieved = 9 Mil (R1 Mil shortfall)

Penalty = R1 Mil x 30% = R300 000 Excl. VAT



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C4: Site information

PG-03.1 (EC) SITE INFORMATION – GCC 3rd Edition (2015)

Project title:	<i>Polokwane and various Areas: Follow on Contract on repairs and Maintenance of Lifts for 36 months.</i>			
Tender no:	<i>PLK25/05</i>	WCS no:	<i>053298</i>	Reference no: <i>11/4/4/2</i>

C4 Site Information

The lifts are situated in various buildings within the Limpopo Province. All building are occupied; therefore, safety of the Users and members of the public is of high priority. Water and ablution facilities are available within the respective buildings. Arrangement to Hoedspruit is to be confirmed prior to the site visit for access purposes.

The lifts are situated in Five (5) different towns:

Polokwane – SARS & SAPS – 0KM

Hoedspruit – Air Force Base4e – 220KM

Modimolle – Magistrate Court – 149KM

Makhado – Magistrate Court – 109KM

Thohoyandou – Magistrate Court – 190KM



Building Name	Street Address	Kilometre from Polokwane
SARS	40 Landdros Mare St, Polokwane Central, Polokwane, 0699	2.4km
SAPS	38 Schoeman St, Polokwane Central, Polokwane, 0700	2.2km
Thohoyandou Magistrate Court	Raza St, Thohoyandou-F, Thohoyandou, 0950	191.4km
Modimolle Magistrate Court	Van Emmenis Street, Modimolle, 0510	120.9km
Makhado Magistrate Court	103 Munnik St, Louis Trichardt, 0920	147.6km
Hoedspruit Air-force Base	Military Base, Hoedspruit, 1380	217km



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PART C3: Scope of work

MAINTENANCE SPECIFICATION

Maintenance refers to a routine and/or remedial intervention required, ensuring that the asset is retained in a serviceable condition, and also to ensure that it retains its value and usefulness.

There are different kinds of maintenance services that are to be undertaken, namely: -

- Preventative Service Maintenance – for which the service provider has to perform certain actions to prevent failure on the operation of the installation in due course.
- Statutory Maintenance – May contain the elements of the statutory maintenance, which is defined in the Act as actions performed to meet legal requirements as contained in the Occupational Health and Safety Act No 85 of 1993 and other relevant regulations.
- Breakdown Maintenance – these are reactive maintenance actions performed to restore installation to operational condition.

Scope of Preventive Maintenance

The scope of the preventive maintenance program shall be comprehensive and shall include, at a minimum:

- Inspections
- Adjustments
- Lubrication
- Repairs and replacements (including light bulbs/lamps)
- Housekeeping/cleaning
- Recordkeeping

The program shall maintain the elevator to run at rated speed, rated capacity, desired door open/close timing, correct door speeds, designated floor stops, required floor levelling parameters, etc.

Maintenance Personnel

In accordance with the SANS53015, maintenance, repairs, or replacements are to be performed only by persons trained to perform these operations on the equipment. **Site Staff and Qualifications**

- The Contractor will be required to supply the services of suitably and properly qualified technical staff to undertake the servicing, maintenance, repairs, operation and supervision of the Electrical and Mechanical installations and equipment as per requirement of the OHS Act. The names of such staff and qualifications shall be attached to this tender.
- Only competent person who have passed a recognized Lift Trade will be allowed to work on the equipment. Where apprentices or 'semi-skilled' workers are used to do the work, they must work under the supervision of a competent lift technician.
- All staff who are on site are to be those individuals whose names appear in the 'staff declaration document' contained in this tender document. Should it be found that the

Contractor is using only semi/unskilled labor, the Client reserves the right to cancel the contract with 24hours notice

Recordkeeping

A complete log must be kept that contains records of all maintenance, adjustments, repairs, replacement, etc., performed on the elevator. The log must include the dates, names of participating personnel, and description of tasks performed, including tests and inspections, reports, trouble calls, corrective action, recommendations, or any other incidents related to the elevator.

Manufacturer's data and drawings for the elevator equipment shall be accessible and maintained to reflect the current state of the equipment. Important data such as manufacturer names, part numbers, serial numbers, sizes, and types shall be readily accessible. Any pertinent service bulletins shall also be kept.

Checklists for the scheduled preventive maintenance tasks shall be developed and kept to ensure that these tasks are performed.

Safety

The following practices shall be observed, as a minimum, during maintenance, inspection, or testing procedures:

- All safety devices must be in operational condition.
- Lockout/tagout procedures must be followed if maintenance procedures require that the equipment not be operated.
- Ensure that personnel performing maintenance, inspection, and testing tasks wear clothing that is not loose fitting and that they are provided with proper protective equipment, such as safety shoes, hard hats, eye protection, and hand protection.
- Provide barriers and signage, where applicable, especially at hoistway doors.
- Upon completion of work, remove any jumper wires that were used.
- It is possible that the elevator pit may be designated a "Permit Required Confined Space." The additional required safe procedures must be attended to in these cases.
- Provide proper lighting.
- Determine that adequate refuge space exists above and below the car.
- Ensure the working area is clean and dry.

Areas of Inspection

Specific items and equipment to be inspected under each of the following areas are listed as follows:

The areas of inspection include:

1. Inside car – door reopening device, stop switches, operating and control devices, car floor/landing sill, lighting, car emergency signal, car door, door closing force, power opening/closing of doors, vision panels, car enclosure, emergency exit, ventilation, signage, rated load, platform area, data plate, emergency power, restricted door opening, car ride, door monitoring, stopping accuracy
2. Machine room – access, head room lighting, receptacles, machine enclosure space, housekeeping, ventilation, fire suppression, pipes, wiring, ducts, guarding of equipment,



numbering/labeling, disconnecting means, controller wiring/fuses/ grounding, static control, overhead beam, machines and machine brakes, motor- generators, regenerated power, alternating current (AC) drives, sheaves, rope fastenings, terminal stopping devices, slack rope devices, governor, safeties, data plate

3. Top of car – stop switch, light, outlet, operating device, refuge space, counterweight clearance, sheaves, normal/final terminal stopping devices, broken rope/chain/tape switch, leveling devices, data plate, emergency exit, counterweight, counterweight buffer, counterweight safeties, floor numbering, hoist-way construction, smoke control, pipes/wiring/ducts, windows/projections/recesses/ setbacks, clearances, multiple hoist-ways, traveling cables/junction boxes, door equipment, car frame, guide rails, guide rail alignment, guide rail fastenings, governor/traction/ compensation ropes, rope fastening devices
4. Outside the hoist-way - platform guard, hoist-way doors, vision panels, hoist-way door locking devices, access, power closing of hoist-way doors, sequence operation, enclosure, parking devices, emergency access, separate counterweight hoist-way, standby power selection switch, emergency doors in blind hoist-ways
5. Pit - access, lighting, stop switch, condition, clearance, runby, buffers, normal/final terminal stopping devices, traveling cables, governor rope, governor rope tension, compensating chains/ropes/sheaves, car frame/platform, car safeties, car guides
6. Firefighters' emergency operation.

Testing

The Code requires periodic testing of elevators witnessed by an Accredited Inspection Authority(as defined by Act 85 of 1993).

Test certifications may be issued by various public jurisdictions, such as State, county, or city elevator commissions or boards, or by private entities.

Electric Elevator Tests

The Code provides general descriptions of the Category tests for electric elevators. More detailed descriptions are provided in SANS 53015.

Minimum Preventive Maintenance Requirements For Electric Traction Elevators

The following items (as applicable) shall be included requirements of a maintenance contract:

(Note: When items are inspected and found to be defective, broken, out of adjustment, etc., they must be repaired, replaced, or adjusted to meet the requirements of OHS ACT 85 of 1993.)

Performed On A Monthly Basis:

- Ride in the car to observe operation of doors, leveling, smoothness, and door reopening devices at each landing.
- Listen for unusual noises in the car and in the hoist-way.
- Test all locks and gate switch
- Check the car emergency light.
- Check the car ventilation system and heater.
- Check the operation of the limit and safety switches in hoist-way and car.
- Check all of the timers in the system and reset if necessary.
- Check all car operating controls, lamps, and gongs. Replace burned-out lamps.

Performed On A Two-Month Basis:

- Check and adjust car door operation.
- Lubricate hangers, rollers, gibs, linkages, and pivot points.
- Check and adjust door clearances, eccentrics, arm bearings, speed control switches, cables, clutches, chains, and belts.
- Tighten door drive system points.
- Check selector.
- Clean, adjust, and lubricate components as required.
- Check the car telephone and alarm operations. Repair the alarm system if required. Check the oil level in the car and in the counterweight oil buffers. Add oil as required.
- Check the motor brushes and commutators. Check the brushes for tension, seating, and wear (replace or adjust as required). Check commutators for finish, grooving, eccentricity, and mica level - clean, turn, or refinish as required.

Performed On A Quarterly Basis:

- Check for proper car leveling operation. Adjust if required.
- Initiate the Phase I firefighter recall service and check for proper operation to a minimum of two floors under Phase II service.
- Check and clean the door switch contacts.
- Check the door speed control switches.
- Inspect the condition of resistors and mounting assemblies.
- Check car top and hoist-way for loose covers, vanes, or components. Inspect the traveling cables for damage.
- Inspect the brake linings.
- Check the car position sensor drive wheel.
Check decelerations, advances, and accelerations to ensure all cars are matched.
- Inspect all parts of the safeties and adjust clearance between the safety jaws and guide rails. Clean all parts and lubricate the pivot points.
- Clean the screens.
- Clean the guide rails with solvent to remove dirt, debris, or excess lubricant.
- Drain, flush, and refill the gearing lubricant.
- Clean:
 - Drip pans (check oil levels of associated equipment) Door reopening device photo eye components
 - Door tracks and sills
 - Lamps and sensors in the car top controller
 - Car top
 - Machine room
 - Pit
 - Brushes and commutator Controller
 - Selector
 - Relay connectors Contacts
- Test and adjust dispatching, scheduling, and emergency service of the group supervisory control system (if equipped).
- Clean the hoist-way.
Vacuum the dust from controllers and relays

Performed On a Six-Month Basis:

- Check for hoist rope wear, as well as rope length, lubrication, and tension. Replace, lubricate, or adjust the rope as required.
- Inspect all ropes for wear and lubrication (do not lubricate the governor rope) - replace or lubricate the ropes if required.
- Clean the governor and hoist ropes.
- Inspect the rope hitches, fastenings, and shackles - equalize ropes if warranted
- Check the clearances for governor tension sheave, counterweight-to-buffer (with car at top landing), and compensation sheave to pit.

- Inspect guide rails, cams, fastenings, and counterweights in hoist-ways.
- Lubricate the limit switch roller pins.
- Inspect the sheaves to verify that they are tight on the shafts, and sound their spokes and hubs with a hammer to inspect for cracks. Repair as necessary.
- Check the compensation rope tension.
Lubricate the sheave bearings and check for leaky seals.
- Lubricate the guide shoe stems.

Performed On an Annual Basis:

- **Brakes:**
 - Remove, clean, and lubricate the brake drum & cores.
- **Motors:**
 - Inspect the brake linings for wear - clean or replace if necessary. Adjust the brakes to wear evenly if necessary.
 - Inspect the armatures of hoist motor and motor-generator (if equipped).
 - Check the electrical connections.
 - Drain, flush, and refill the oil reservoirs.
 - Check the brushes for neutral settings and for proper quartering and spacing on the commutators. Reset if necessary.
 - Lubricate the bearings.
 - Vacuum the carbon and dust.
- Test the safeties
- Test the governor for operation.
- Check governor sheave fastenings

Major Service

It is a major overhaul conducted on an annual basis, by a competent person undertaking a thorough examination for the lift to meet the required safety standard required by SANS 50081. This involves examination of the equipment at its entirety to also replace urgent worn or damaged components. This is a robust maintenance that is conducted once annually to optimize the performance and availability of the lift. It is also recommended if the equipment has not been serviced consistently for 12 months and/or when the equipment has not been operational for more than 6 months.

The work involved but not limited to:

- **Shaft Work**
 - Complete clean – down of the entire equipment.
 - Thoroughly test and repair all the landing, car door mechanical, electrical locks and car door protection devices.
 - Set and adjust car and landing door locks. Replace worn or damaged rollers as necessary.
 - Set up-thrust rollers on all landing doors. Replace damaged as necessary.
 - Replace / align car and cwt guide shoes and rollers.
 - Inspect elevator floor levels, shaft and pit equipment and rectify as necessary.
 - Replace worn out landing and car door track inserts
- **Motor Room**
 - Strip, clean, lubricate and set governor and brakes.

- Adjust controllers and selectors (if applicable).
- Replace short and missing generator and motor brushes
- Clean machine room equipment.
- Remove old oil, waste, spares etc from site
- Flush and renew gearbox oil and seal oil leaks
- Remove all wires from fuse holders and replace with rated fuses.
- **General Works**
 - Fault-finding on shutdown units.
 - Secure all loose lift components
 - Make all car and hall buttons operational.
 - All indicators must be repaired or replaced where required
 - Check fan, emergency alarm, light units and car door open buttons for operation and repair/replace
 - Lubricate pins and moving equipment (where necessary).
 - Check, test and make operational all safety aspects of the lift.

Response Times

This is the time lapsed from the time the call-out is logged by the system operator or person making the call until response on site. The service should be available on a 24/7 basis. Response times to any call-out on site are kept at an absolute minimum. Response varies in geographical area of the equipment. For areas around Polokwane, a maximum of 60 mins is allowed during normal working hours and 120 mins after hours, holidays and weekends. Call –out with trapped passengers are regarded as an emergency and should get the necessary attention. Response to trapped passengers is 30 mins during normal working hours, 60 mins after working hours, weekends and holidays.

- The response times stated in shall be strictly adhered to and notification of the fault can be by telephone, e mail or in person.
- Non-adherence to the above reaction times will be seen in a very serious light and will also be handled as non-compliance with the Tender conditions. This can result in claims for any losses or damages against the successful Tenderer and will also be held responsible for any legal action which may be taken against the Client.
- The Contractor will be issued with a reference no. for each call, the call will be logged and it is the responsibility of the successful tenderer to report back to the client or his appointed representative and close off the call giving the following information:
 - Time of arrival
 - Nature of the trouble found on site
 - Time repair was completed

Sub-contracting

- The successful tenderer must submit in writing to the Client the names of Sub – Contractors **(for repair work only)** as he/she propose to employ and the Client shall inform the successful tenderer, also in writing of his or her approval or disapproval of such sub-contractors.
- No sub – contracting will be allowed which will involve piece-work or any departure from the conditions of the tender and the successful tenderer shall be prohibited from transferring, directly or indirectly by piece-work under this tender without the written permission of the Client.



- No sub-contracting will be allowed on maintenance work and all maintenance work is to be performed by the appointed contractors direct employees, the only works which can be sub-contracted and which will be subject to the approval by the Client's appointed representative are; major repairs, modifications/modernization of equipment, repairs to intercoms, repairs to pc-boards etc.

Keeping of Records

The successful tenderer shall maintain a logbook of all equipment and plant involved in this tender for records and entries concerning the installations, breakdown, problems, repairs etc.

A monthly report for each installation consisting of the Proforma Inspection shall be properly completed by the successful tenderer and shall accompany his/her invoices.

All records required by law and by the Client the equipment provided for, the materials supplied and used by the successful tenderer in the execution of this tender and/or his/her staff employed for the purpose of this tender shall be kept. These records will remain the property of the Client after the contract has expired. The following shall serve as examples of the records to be kept, which may be added to:

- o Callout register
- o Plant room and equipment logs,
- o Inspection reports,
- o Service record of all Equipment,
- o Equipment log books

Inspections

The Client reserves the right to authorize independent inspections of individual or entire installations, using suitable qualified persons at any time. The independent inspections shall in no way limit the Contractor's liabilities or obligations in terms of this agreement. The Contractor or his representative shall be present at every inspection of the installation and the Contractor, in terms of this agreement, shall provide the necessary facilities at no additional cost.

Shutting Down of Equipment

No mechanical/electrical equipment or plant involved in this tender may be shut down, switched off or isolated in any way without prior written permission from the Client or his Representative.

Exclusions from the Contractor's Responsibilities

The following items shall be excluded from the contract amount and should they require repair/replacement, the Client shall bear any associated costs:

- All decorative finishes, wall panels, suspended ceilings, light diffusers, handrails, mirrors, carpets or floor coverings.
- Sump pump in the lift pit
- Cylinder and buried pipes on hydraulic lifts except for accessible seals and wearing parts.

Conditions to the Scope of Work

- Contractor's obligations:
 - To supply all necessary equipment, labour, minor spares and materials which may be necessary for the proper execution of the work, comply with the provisions of the contract and orders in writing and carry out and complete the Works to the satisfaction of the Client or his/her Representative/Agent who may from time-to-time issue further orders in writing.
 - Unless there is an apparent or obvious error in an order in writing, shall at all times proceed to act on such order in writing unless or until such order is amended or countermanded, so that neither the execution of the works nor the supply of material or labour is delayed by any difference, discrepancy or dispute regarding such order.
 - No objection to the description or terms of an Order in Writing will be entertained unless lodged in writing with the Representative/Agent within 21 days of the date of the order in writing.
 - Undertakes to maintain in good working order, the complete lift system as specified and quoted for in their tender to the satisfaction of the Client or the client's appointed Representative.
 - Any unsafe conditions or practices followed by the operating or maintenance staff shall be reported in writing and References shall be made in terms of the applicable standards (e.g. those of SANS), to the Client.
 - To take adequate precautions to prevent damage to buildings and fixtures on the Site.
 - The personnel shall at all times adhere to all security rules and regulations imposed by the Client on site. No weapons of any description will be allowed on site.
 - To safeguard all their employees in accordance with the latest revisions of the Regulations of the Occupational Health and Safety Act 85 of 1993 and any amendments thereof, including all equipment, plant, hand and power tools.
 - To comply with all applicable instructions or directives of the Client as well as Directives, regulations, and by-laws passed by Public Health, Provincial, municipal or any other Authorities.

Payment Reduction for Non-Performance of the Lifts

- The Contractor shall guarantee the availability of 80% of all lift systems. In the event of failure by the successful tenderer to achieve 80% availability, a score card system is attached that will be used to measure execution and performance and availability of the lifts.
- The penalty will be levied each month during which the availability is below expectation and not on an annual or tender basis. The money will be recovered from the Contractor by means of reductions from their monthly maintenance fees.
- The imposition of such payment reductions shall not relieve the Contractor from his obligations to complete the works or from any of his obligations and liabilities under the Tender.

- Should a lift be shut down for scheduled/non-scheduled repair and the repair period exceeds 1 week, the monthly maintenance payment for that unit will be reduced proportionate to the shutdown period and calculated from the first day of shut-down. No payment will be received for a lift that is out of service due to Contractor's inefficiency.

Increase or Decrease of Scope of Work

The Client reserves the right to increase or decrease, during the contract period, the scope of work, description and/or quantities given. Such increases or decreases will be made in writing to the Contractor.

Hand-over of Site to the Tenderer

- The successful Tenderer will only be permitted on site after complying with all conditions of tender regarding insurances etc., and after the signing of the contract and Site Handover Certificate.
- After the Site has been handed to the successful Tenderer, the successful Tenderer must proceed with due diligence to the satisfaction of the Client or Representative. Should the successful Tenderer fail to proceed with due diligence as stated above within 21 days of the Site being handed over, it will be deemed that the successful Tenderer accepts the condition of the lift and that no remedial work is required to the specific unit and no further claims for maintenance related wear and tear will be entertained.

Site Inspections

- The Site is located at the following address: (As stated in PART C4 of the document)
- Tenderers shall visit the Site to become familiar with the nature and extent of work, conditions and details of the Plant, Equipment, Installations, etc. should the tenderers wish to visit the sites they are welcome to contact the Project Managers who will make all necessary arrangements.
- The area of the Site to be occupied by the successful tenderer will be pointed out to the successful Tenderer at the handing over of Site and under no circumstances may the successful Tenderer extend their activities beyond this area.

Injury to the Works

- Without in any way limiting his obligations the successful tenderer shall bear the full risk of damage to and/or destruction of the Works by whatever cause during construction of the works and hereby indemnifies and holds harmless the Client against any such damage. He/she shall take such precautions and security of the Works as he/she may deem necessary.
- The successful tenderer 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.
- The Client shall carry the risk of damage to or destruction of the works and material paid for by the Client that is the result, whether direct or indirect or proximate or remote, of:
 - o war, invasion, an act of a foreign enemy, hostilities or warlike operations (whether declared or not), civil war, mutiny rising, insurrection, military or usurped power or material law or state of siege or any other event or cause that determines the proclamation or maintenance of martial law or a state of siege;

- Any risk or peril only insurable in the republic of South Africa by means of a political riot insurance policy issued by or on behalf of the South African special Risk Insurance Association;
- Ionizing radiation or contamination by radio-activity from any nuclear waste from the combustion of nuclear fuel;
- Nuclear weapons material;
- Confiscation, nationalization or requisition or destruction or damage by or under the order of any government de jure or de facto or of any public or local authority; or
- The design of the works or temporary works by the Client or by the servants or agents of the Client.
- Where the Client bears the risk in terms of the Tender, the successful tenderer shall, if requested to do so, reinstate any damaged or destroyed portions of the works and the costs of such reinstatement shall be measured and valued in terms of the non-schedule rates prices.

Injury to Persons and Property

- The successful tenderer shall be liable for and hereby indemnifies the Client against any liability, loss, claim or proceeding, whether arising in common law or by Statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or cause by the execution of the works unless due to any act or neglect of the Representative/Agent or any person for whose actions the Client is legally liable.
- The successful tenderer shall be liable for and hereby indemnifies the Client against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to Site, whether belonging to or under the control of the Client or any other body or person, arising out of or in the course of or by reason of the execution of the Works, unless due to any act or neglect of the Representative/Agent or any person for whose actions the Client is legally liable. The successful tenderer shall, upon receiving an Order in Writing from the Representative/Agent/FMU, cause the same to be made good in a perfect and workmanship manner at his own cost and in default thereof the Client shall be entitled to cause it to be made good and to recover the cost thereof from the successful tenderer, as stated in clause 3.3, Final Summary Prices.

Chargeable and Redundable Equipment

The successful Tenderer shall hand over all chargeable redundant material to the Representative of the Client and will become the property of the Client and shall be handed to the representative on site.

Reporting Structure

- No instructions from any personnel other than the Client or senior Representative shall be carried out.
- The Client will ensure that a logbook is kept on Site and that all faults and defects reported are recorded. A report for each call-out will be entered by the appointed contractor's technician in this book and signed by the technician and the inspector employed by the Client.
- N/A



Handing Back of Site

At termination of the contract, the appointed contractor shall handover the site to the Client in a good, functional, clean and tidy condition. Should at such handover any defects, oversight or damage to the installation be detected, this shall, at discretion and to the satisfaction of the Client be rectified by, or at the cost of the successful tenderer, before any outstanding payment(s) are released. (See Annexure E Site Handover Certificate)

List of examinations to be carried out on a electric lift		Score Card		
Description		0	1	N/A
(a) pit				
check for cleanliness; remove excess oil/grease from bottom of guides; and ensure the pit area is clean, dry and free of debris.				
b) anti-rebound mechanism and switch (where fitted)				
check for free movement and operation; check for equal tension on ropes; check for anti-rebound operation; check electrical contact (where fitted); and lubricate when necessary.				
(c) buffers				
check for correct oil levels; check switch when fitted; check fixings for security, and lubricate when necessary.				
(d) drive motor/generator				
check motor bearings for wear, check condition of commutator (where fitted); and replenish lubrication when necessary.				
(e) gear box				
check gear box and sheave for wear, check lubrication in gear box, and replenish when necessary.				
(f) traction sheave				
check traction sheave grooves for wear.				
(g) brake				
check brake lining for wear, check for correct adjustment, check brake pivot pins and the moving pole piece, check the brake system; check for levelling, and lubricate when necessary.				

NB*

1 = DONE

0 = NOT DONE

N/A = NOT APPLICABLE

	0	1	N/A
(h) controller			
ensure cabinet is clean and dry and free of dust,			
check contactor faces for pitting or signs of heavy arcing, and			
check contactor leads for signs of breakage.			
(l) current, voltage and speed			
measure current;			
measure voltage; and			
measure lift speed.			
(j) overspeed governor and tension pulley			
check all moving parts for free movement and wear,			
check for correct operation; and			
lubricate when necessary.			
(k) main rope diverter pulley(s)			
check rope grooves for wear,			
check bearings for wear, and			
lubricate when necessary.			
(l) car/counterweight guides			
check fixings for security; and			
ensure that there is a film of oil where required on all guide surfaces.			
(m) electric wiring			
check for insulation and the electrical continuity of the connection			
between the earth terminal of the machine room and the different			
parts of the lift liable to be made live accidentally.			
(n) lift car			
check emergency lighting.			
check alarm and intercom system for operation;			
check car buttons, and check key switches.			
(o) car door operation			
check door closed contact or lock,			
check doors for free running;			
check operation and adjustment of door operator (where fitted);			
check wire rope or chain, when used, for integrity,			
check for excessive wear and door gaps; check emergency release			
mechanism;			
check door passenger protection device; and			
(p) car/counterweight guide shoes/rollers			
check car guide shoes/rollers for wear and adjust or replace when			
necessary, and			

NB*

1 = DONE

0 = NOT DONE

N/A = NOT APPLICABLE

	0	1	N/A
(q) safety gear(s)			
check all moving parts for free movement and wear;			
check for correct functioning of the device;			
check fixings for security, and			
lubricate when necessary.			
(r) suspension ropes			
check for wear and broken wires per lay,			
check for elongation;			
check for correct tension; and			
lubricate where only necessary.			
(s) rope terminations			
examine for signs of deterioration and wear;			
(t) landing entrances			
check every landing lock for operation and security.			
check doors for free running:			
check for excessive wear and door gaps;			
check wire rope, chain or belt, when used, for integrity,			
check emergency release mechanism;			
check vision panels;			
check door passenger protection device; and			
lubricate when necessary.			
(u) floor level			
check lift for levelling at landing			
(v) motor run time limiter			
check for correct functioning			
(w) motor protection devices			
check for correct functioning.			
(x) electric safety devices			
check operations and correct functioning.			
check the stoppage of the lift when an earthing is created on the			
safety chain, and check for fitting of correct fuses and quality of earth			
circuits.			
(y) final limit switches			
check operation and correct functioning:			
check overtravel clearances; and			
lubricate where necessary.			
(z) well lighting			
check proper operation			

NB*

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N/A = NOT APPLICABLE

List of examinations to be carried out on a hydraulic lift		Score Card		
Description		0	1	N/A
(a) pit area				
check for axcess oil/grease in the pit check for cleanliness;				
(b) buffers				
check for correct oil levels; check switch when fitted: check fixings for security; and				
(c) tank unit				
check hydraulic fluid level in check condition of oil; and check tank and valve unit for leaks.				
(d) controller				
ensure cabinet is clean, dry and free of dust, check contactor face for pitting or signs of heavy arching check contactor leads for sign of breakage				
(e) current, voltage, speed				
measure current, measure voltage; and measure lift speed.				

NB*

1 = DONE

0 = NOT DONE

N/A = NOT APPLICABLE

(f) car, counterweight/ram guides	Score Card		
	0	1	N/A
check fixings for security, and ensure that there is a film of oil where required on all guide surfaces.			
(g) jack			
check for excessive oil leakage.			
(h) telescopic jack			
check for synchronization.			
(i) electric wiring			
check for insulation and the electrical continuity of the connection between the earth to machine room and the different parts of the lift liable to be made live accidentally			
(j) lift car			
check emergency lighting.			
check alarm and intercom system;			
check car buttons, and			
check key switches.			
k) car door operation			
check door closed contact or lock			
check doors for free running.			
check operation and adjustment of door operator (where fitted).			
check wire rope or chain when used for integrity.			
check for excessive wear and door gaps;			
check emergency release mechanism;			
check door passenger protection device, and			
(l) car/counterweight/ram guide shoes			
check car guide shoes/trollers for wear and adjust or replace when necessary, and check lubrication.			
(m) car/counterweight guides			
ensure that there is a film of oil where required on all guide surfaces; and check fixings for security.			
(n) safety gear/pawl/clamping devices			
check all moving parts for free movement and wear, check fixings for security, and lubricate when necessary.			
(o) suspension ropes/chains			
check for wear,			
check for elongation;			
check for correct tension			

NB*

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0 = NOT DONE

N/A = NOT APPLICABLE

	0	1	N/A
(p) rope terminations			
check for signs of deterioration and wear, check faings for security, and check for fracture and tightness			
(q) landing entrances			
check every landing lock for operation and security			
check doors for bee running			
check wire rope, chain or belt, when used, for integrity			
check for excessive wear and door gaps			
check door passenger protection devices			
check vision panels			
check emergency release mechanism, and			
(r) final mit switches			
check operation and correct functioning			
check overtravel clearances			
(s) electric safety devices			
check operations and safety functioning			
check the stoppage of the it when an earthing is created on the safety chain, and			
check for fitting of correct fuses and quality of earth crouts			
(t) car door operation			
check door closed contact or lock check doors for free running			
check operation and adjustment of door operator (if fitted)			
check wire rope or chain, used, for integrity,			
check for excessive wear and door gaps			
check door passenger protection device, and			

NB*

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0 = NOT DONE

N/A = NOT APPLICABLE

	0	1	N/A
(u) overspeed governor and tension pulley			
check all moving parts for free movement and wear			
check for correct operation; and			
(v) and-creep device			
check for correct operation			
(w) leakage			
ensure that the empty car, stopped at the highest level served, does not move more than 10 mm downward within 10 min due to leakage			
(x) rupture valve restrictor			
check for operation and correct adjustment			
(y) floor level			
check lift for floor levelling at landing			
(z) pressure relief valve			
check for correct adjustment			
(aa) thermal devices for temperature of oil			
check for correct functioning of sensor.			
(bb) manual lowering			
check for operation and correct adjustment			
(cc) hand pump			
check for operation.			
(dd) hose/pipe work			
check for failures			
(ee) overload device			
check for correct functioning			
(m) all components			
Ensure that components are clean and free from dust for correct functioning NOTE it is recommended that the relevant part of SANS 1545 be used as a guiding document.			

NB*

1 = DONE

0 = NOT DONE

N/A = NOT APPLICABLE



PART 5: Health and Safety Specific specification



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

PART 6: Covid – 19 Pandemic



public works

Department:
Public Works
REPUBLIC OF SOUTH AFRICA

National Department of Public Works

(Principal Client)

Health and Safety Site Specific Specification

Submitted to:

Contractor: -----To be appointed-----

FOR

**Site: Polokwane Various Areas: Follow-on contract on repairs and maintenance of lifts:
(36 Months Cotract)**

OFFICE OF THE REGIONAL MANAGER

DEPARTMENT OF PUBLIC WORKS

Private Bag X9469

POLOKWANE

0700

Date: 22 October, 2021

Covid 19 regulations and protocols forms part of the Health & Safety and must be adhered to at all times. Before you will be allowed to perform work on site you must adhere to all of the following as contemplated in the Occupational Health and Safety Act, Act no 85 of 1993, the Construction Regulation 2014 and this site specific specification document:

A. This specification document (Construction regulation 2014, (7) (c) (1))

You are required to compile your safety file the way we require in this document. You will not be allowed to start working on site unless your safety file has been approved. Submit the file well in advance to enable our safety Department to audit and approve it, and if there are any discrepancies you will have ample time to rectify and re-submit. This document requirement is that of what is written in the OHS Act. It also contains guidelines from Departmental Enquiries, court cases and own Experience. The ultimate goal of this document is to direct you to be legal and thereby keep us, contractor, the Principle Contractor, and the Client, legal and free from prosecution. This document serves as our minimum requirements. We don't go overboard with safety. Nevertheless, this document is the law on site. Don't do less than what is described in this document. Don't fall victim to the new stupidity of propagating that, "if it is not specified in this document then we won't do it," or, "it is not explicitly mentioned in the OHS Act and therefore we will not do it."

B. The Safety File

1. Use a lever arch file to contain all the documents
2. Divide the documents with dividers of the plastic type, numbered 1 to 31. Use another set of dividers behind the first, if the one set is not sufficient.
3. Clearly identify the file with the words "Safety File" and the Company name printed on the side with letters big enough to read from a distance for anyone on site to recognise it as the safety file.
4. Always have the safety file available in the site office. It will be handed to the Client at site handover. It may never leave the site.
5. All forms must be completely filled in and fully signed by all parties.
6. It must be clearly understood that all documents in the safety files are legal documents and must be treated as such. If corrections are made on any of the documents it must be initialled by all parties involved. No tipex are allowed.
7. All documents that are copies of the originals must be certified as a true and correct copy of the original.

C. the Safety file index

1. Laminate the file index to prevent it from tearing and it will last longer. Paste it in front of the file. The following is a sample of such an index. There may be items that you want to add or change to fit your style. You may do so.
2. Please note that we need you to keep all documents separate with dividers. It makes it easier to find during an audit and your day to day activities.
3. Also note that one person can be appointed for more than one designation. The site number, printed in red on the cover page, must be prominently printed on all your documents.

D: INDEX:

1. Registers:
2. Checklists:
3. Temporary, Electrical, and DB Box Checklist
4. Incident / Accident reports / Wcl 2
5. Safety Committee and Minutes
6. Monthly Safety Audit Reports (CR 2014 7(1) (c) (vii))
7. Letter of good standing (CR 7(1) (c) (IV)) 2014
8. Health and Safety Organogram
9. Contractor A's appointment letter as a Contractor
10. Legal Appointments
11. List of Sub Contractors on Site
12. Mandatory Agreements with contractors and Principal agent (H&S agent if appointed)
13. Contractors Mandatory Agreements
14. Contractors Specification Documents (CR 2014 7(c) (I))
15. Contractors Appointment Letters (CR 2014 7(c) (v))
16. Contractors Safety Plans (CR 2014 7(c) (VI))
17. Contractors "Letter of Good Standing." (CR 2014 7(c) (IV))
18. Contractor A's Safety Plan (CR 2014 7(2) (a))
19. Contractor A's Health & Safety Policy Document
20. Risk Assessments Plan/Policy/Procedure (CR 2014 (9))
21. Incident/Accident Reporting Policy/Procedure
22. Health and Safety Specification Document (This document) (CR 2014 ((7) (c) (I))
23. Fall Protection Plan (CR 2014 10(1))
24. Site Emergency Plan

25. Site Rules
26. Risk Assessments
27. Public Safety
28. Safety Awareness Program
29. Toolbox Talks
30. REGISTERS
31. Induction Training Register (CR 2014 (7) (5))
32. PPE Issue Register
33. Safety Harness Register
34. Hazardous Chemical Substance Register (CR 2014 (25))
35. Ladder Register
36. First Aid Register
37. Electrical Equipment Register
38. Fire Equipment Register
39. CHECKLISTS
40. Electrical safety (CR 2014 (24))
41. Competency certificates (CR 2014 (1) (a))
42. Medical Certificates (CR 2014 7(1) (g))
43. Regulations applicable (CR 2014 7(3))
44. General

List of extra points that maybe taken in consideration (you may add applicable)

- Incident / Accident reports / Wcl 2 forms / Annexure ones
- Safety Committee Meeting Minutes (Supplied by contractor)
- Monthly Safety Audit Reports (We will audit you monthly) (CR 2014 (7) (c) (vii))
- Letter of Good Standing (CR 2014 (7) (c) (iv))
- Health and Safety Organogram
- Contractor A's appointment letter as a Contractor (CR 2014 (7) (c) (v))
- Legal Appointments With proof of Competency & Medicals

- CEO Delegation of Duties (16.2)
- Construction Manager (CR 2014 (8) (1))
- Construction Safety Officer (CR 2014 (8) (5) (6))
- 11. Risk Assessors (CR 2014 (9) (1))
- 12. Fire Equipment Inspector (CR 2014 (29) (h))
- 13. Fall Protection Planner (CR 2014 (10) (1) (a))
- 14. Safety Representatives (OHS Act (17))
- 15. Blank Appointments
- 16. Accident Register
- 17. Mandatory Agreements
- 18. Fall Protection Plan (CR 2014 (10) (1))
- 19. Principle Contractor Safety Specifications (CR 2014 (7) (c) (1))
- 20. Safety Plan (CR 2014 (7) (c) (x))
- 21. SHEQ Policy
- 22. Risk Assessment Plan
- 23. Contractor Accident Reporting Procedure
- 24. Contractor Incident Reporting & Investigation Policy
- For your documents that you are using daily, we suggest you open a separate file. The following is a sample of such a file index.
- There may be items that you want to add or change to fit your style. You may do so. Please again note that we are keeping all
- Documents separate with dividers.

Specification site specific to service and repairs of Lifts in Limpopo Province:

1. Registers:

- Toolbox Talks
- PPE Issue Register
- Hazardous Chemical Substance Register
- Safety Harness Register
- First Aid Register
- Incident/Accident Register
- Earth Leakage Testing Register
- Electrical Equipment Register
- Fire Equipment Register
- Explosive Powered Tool Register

2. Checklists:

- Electrical Extension Cords Checklist
- Safety Harnesses Checklist
- First Aid Boxes Checklist
- Fire Equipment Checklist

3. Temporary, Electrical, and DB Box Checklist:

- Electric Drills Checklist
- Angle Grinder Checklist
- Ladder Checklist
- Gas Welding & Cutting Checklist
- Hand tools Checklist

It must be clearly noted that we do not accept registers that are also a checklist. We herewith clearly state that the

registers and checklists are separate forms and must be utilised as such.

4. Incident / Accident reports / Wcl 2

All incidents and accidents where someone was hurt, there was damage or illness, must be reported to our Safety officer. Do not hide any accidents from us. We need to know about any incidents in order for us to assist you in preventing a similar incident. We have no blame but retrain policy. You are to familiarise yourself with our incident/accident reporting procedures.

5. Safety Committee and Minutes

We have established a Health and Safety Committee. You must nominate one person from your management and one person from your Safety Reps to serve on our safety committee. Whether you qualify to have a Safety Rep or not. We will supply the appointment letters and appoint them on the safety committee. Every Contractor must be represented on our safety Committee and be involved in safety on site. The safety meeting will be held monthly. Minutes will be kept and distributed to you for filing in your safety file. The Client, NDPW representative will sit in on some of the meetings as an observer.

6. Monthly Safety Audit Reports (CR 2014 7(1) (c) (vii))

We will do a full health and safety audit on your safety file and your activities every month. The results and the report must be filed by you in the safety file. Discrepancies must be actioned within a week and signed off on the audit report. You must also do monthly safety audits on yourself. The reports must be filed in your safety file. This audits will be on a point scoring model with a minimum requirement of 80% of compliance if under 80% the contractor will receive a stop working or prohibition notice and no work will commence until the required safety standards are met.

7. Letter of good standing (CR 7(1) (c) (IV)) 2014

You are to ensure that a letter of good standing with the Workman's Compensation Commissioner is current and kept in your file as proof that you are registered and in good standing with the compensation fund, or with a licensed compensation insurer prior to work commencing on site. (At least two weeks before arriving on site). If your letter has expired, your workers on site are not insured and work will be stopped until such time as you are in good standing with the Workman's Compensation Commissioner again. Contractor will not take responsibility on our Workman's Compensation insurance for your workforce.

8. Health and Safety Organogram

You must have a health and safety organogram in your safety file. It must always be kept up to date and current.

9. Contractor A's appointment letter as a Contractor

It is your duty to ensure that your appointment letter as a Contractor is in the safety file.

10. Legal Appointments

All your appointment letters must be properly signed by all parties involved. It must also be completely filled in with no blank spaces. The name of the appointment must be clearly written on the appointment. Proof of competency (Construction Regulation 2014 (1) (a)) must be attached to the back of the appointment letter. Proof of competency may be proven with degrees, diploma's, certificates and/or a short abbreviated CV as per the following example. A medical certificate (Construction Regulation 2014 (7) (8)) must be attached behind the proof of competencies. We do not accept appointment letters that has two designations on it. Each designation must have its own appointment letter.

Sample abbreviated CV:

Project name	year	Period	Contract amount	Your position

The following appointments must be made by you. Remember that in most cases one person can be appointed for more than one appointment:

- * CEO Delegation of Duties (16.2)
- * Construction Manager (CR 2014 (8) (1))
- * Assistant Construction Manager (CR 2014 (8) (2))
- * Construction Safety Officer (CR 2014 (8) (5) (6))
- * Construction Supervisor (CR 2014 (8) (7))
- * Assistant Construction Supervisor (CR 2014 (8) (8))
- * Risk Assessors (CR 2014 (9) (1))
- * Temporary Works Designer & Inspector (CR 2014 (12) (1) & (3) (f))
- * Temporary Works Supervisor (CR 2014 (12) (2) & (3) (a))
- * Temporary Electrical Installation Controller (CR 2014 (24) (c))
- * Fire Equipment Inspector (CR 2014 (29) (h))
- * Fall Protection Planner (CR 2014 (10) (1) (a))
- * Safety Representatives (OHS Act (17))
- * First Aiders

11. List of Sub Contractors on Site

If you have contractors, you must paste a list of all Contractors on site in the safety file. It must always be kept up to date and current.

12. Mandatory Agreements with contractors and Principal agent (H&S agent if appointed)

We (PA) will see to it that a mandatory agreement is signed and entered into with NDPW and Principal Agent and between Principal agent and contractor. This agreement must be properly signed and all pages must be initialled by all parties. It refers to Section 37 1 and 2

13. Contractors Mandatory Agreements

It is contractor A's duty to see to it that a mandatory agreement is signed and entered into between contractor A and all their contractors on site before they come onto site. These agreements must be properly signed and all pages must be initialled by all parties. These mandatory agreements must be done in duplicate. One properly signed copy must be filed in your safety file. The other copy must be filed in the Contractors safety file. You must come to an agreement regarding the Safety Rep and the first aid arrangements with the Contractors. These arrangements must be written in the mandatory agreement. These arrangements are as follow; they must have at least one trained Safety Rep and at least one trained First Aider, whether they qualify to have one or not.

14. Contractors Specification Documents (CR 2014 7(c) (i)

Each one of your Contractors must be issued with a health and safety specification document written by contractor A. Remember you must issue a site specific, and a job specific health and safety specification document. We don't want to see generic specification documents. We also don't want to see this document passed onto your Contractors as your specification document to them. Write your own. Contractors must sign for their specification documents.

15. Contractors Appointment Letters (CR 2014 7(c) (v)

Each one of your Contractors must be appointed in writing as a Contractor. The original letter where contractor A informed the Contractor of the allocation of the tender to them would suffice. These documents must be filed in your safety file. Copies of these documents must also be filed in the Contractors safety files by the Contractors.

16. Contractors Safety Plans (CR 2014 7(c) (VI)

All your Contractor's safety plans must be scrutinised by Health and safety agent or NDPW OHS managers if in line with this document, the OHS Act and the Construction Regulation 2014, it must be approved by Health and safety agent or NDPW OHS managers in writing. The approval letters must be filed in the Contractors safety file and copies thereof in yours. **no work will start before the H&S file is approved.**

17. Contractors "Letter of Good Standing." (CR 2014 7(c) (iv))

None of your Contractors may be allowed to perform any work unless they submit a valid "Letter of Good Standing" as proof that they are in good standing with the Workman's Compensation Commissioner. These letters must be filed in the Contractor's Safety files and the validation dates closely monitored.

18. Contractor A's Safety Plan (CR 2014 7(2) (a))

In answer to this safety specification document, contractor A must submit a safety plan on exactly how you plan to implement and manage health and safety on the site. The safety plan must address and reference to all items mentioned in this safety specification document. The safety plan will be scrutinised by contractor and after we familiarised ourselves with the content, and only after we are satisfied that will be compliant to the OHS Act, the Construction Regulation 2014 and this specification document, will we issue an approval letter for your submitted safety plan. The approval letter must be filed with your safety plan in your safety file. Please be advised that your safety plan must be signed by contractor A's Chief Executive Officer.

WARNING:

- 1 **Do not submit a generic safety plan.** It must be specially design for your project (**site specific**)
- 2 Do not submit a safety plan that says some items in your plan may not be applicable to the site. that makes it generic. Make it site and job specific. We don't want to pick which items are applicable.
- 3 If your safety plan is approved, you are obliged to implement everything mentioned in your safety plan.
- 4 Construction Regulation 2014 (7) (1) (c) (vi)) explicitly says that we must take steps to ensure that each Contractor's health and safety plan is implemented and maintained on the construction site.

19. Contractor A's Health & Safety Policy Document

You must paste your health and safety policy document in the safety file.

20. Risk Assessments Plan/Policy/Procedure (CR 2014 (9))

You must file your signed site specific risk assessments plan/policy/procedure in the safety file. The plan/policy/procedure must be communicated to all persons on site and record there-of must be kept. Your assessment must be more or less have the basic matrix as shown below see tables

BASELINE RISK MATRIX			HAZARD EFFECT / CONSEQUENCE		
Loss type	1 Insignificant	2 minor	3 moderate	4 major	5 catastrophic
Time line	No impact on overall project timeline	May result in overall project timeline overrun of less than 5%	May result in overall project timeline overrun of between 5% and less than 20%	may result in overall project timeline overrun of between 20% and less than 50%	May result in overall project timeline overrun of 50% or more
Budget	No impact on the budget of the project	May result in overall project budget overrun of less than 5%	May result in overall project budget overrun of between 5% and less than 20%	May result in overall project budget overrun of between 20% and less than 50%	May result in overall project budget overrun of 50% or more
Investment return NPV loss	Less than R5m	R5m to less than R50m	R50m to less than R500m	R500m to R5b	R5b or more
Quality	No impact on quality	Minimal quality issues that can be addressed in a short timeframe with minimal interactions	Some quality issues that requires immediate management action	Significant quality issues that requires senior project management interaction	Significant quality issues that requires sponsorship intervention with significant resource and cost implications for rework
Safety / health	First aid case / Exposure to minor health risk	Medical treatment case / Exposure to major health risk	Lost time injury / Reversible impact on health	Single fatality or loss of quality of life / Irreversible impact on health	Multiple fatalities / Impact on health ultimately fatal
environment	Minimal environmental harm - L1 incident	Material environmental harm - L2 incident remediable short term	Serious environmental harm - L2 incident remediable within LOM	Major environmental harm - L2 incident remediable post LOM	Extreme environmental harm - L3 incident irreversible
Legal & regulatory	No legal impact	Minor legal concerns with minor impact	Some legal concerns with manageable level of impact	Serious legal concerns and significant impact on operations	Legal non-compliance with risk of shutdown of operations with significant cost impacts
Reputation /social / community	Slight impact - public awareness may exist but no public concern	Limited impact - local public concern	considerable impact - regional public concern	National impact - national public concern	International impact - international public attention

LIKELIHOOD		RISK RATING				
5 Almost Certain	The unwanted event has occurred frequently; has a 90% and higher probability of reoccurring	11 Medium	16 Significant	20 Significant	23 High	25 High
4 Likely	The unwanted event has a probability of between 60% and less than 90% of occurring	7 Medium	12 Medium	17 Significant	21 High	24 High
3 Possible	The unwanted event has a probability of between 30% and less than 60% of occurring	4 Low	8 Medium	13 Significant	18 Significant	22 High
2 Unlikely	The unwanted event has a probability of between 1% and less than 30% of occurring	2 Low	5 Low	9 Medium	14 Significant	19 Significant
1 Rare	The unwanted event has never occurred, has a probability of less than 1% of occurring	1 Low	3 Low	6 Medium	10 Medium	15 Significant

NO	HAZARD ITEM	RISK ASSOCIATED WITH HAZARD	CONSEQUENCES	RISK REVIEW	HOW IS HAZARD TO BE DEALT WITH	BY WHOM	BY WHEN?
1.	SITE ESTABLISHMENT						
1.1	incompetent persons - incorrect stacking - procedures during site establishment	Injuries during off loading Cuts and burns Rushed activities Incorrect supervision Trip and fall Cuts Collapsing of stacks	Hand and back Injuries Dropping of equipment Physical injuries Lost Time Injuries Medical treatment cases Potentially fatal accidents Loss of limbs	6	The contractor must declare all employees competent in writing Contractor OHS file must be approved prior to site establishment begins Site specific safe work procedures must be followed Site - induction must be given to all employees to make them aware of the specific hazards Employees must be issued with correct PPE before work begin All workers on site must be declared medically fit by a medical practitioner	Construction supervisor - Contractor Safety Officer - CHSA (Construction Health & Safety Agent) - Construction Manager - Construction supervisor	During site establishment
1.2	OFFLOADING HEAVY EQUIPMENT AND CONTAINERS P/C SITE ESTABLISHMENT	Defective mobile crane can cause accidents Adverse weather conditions Untrained personnel/ Operators Unsafe hooking methods unstable load	Serious injury and fatalities Damage to property and equipment Potential hand & foot injuries Standing time	10	Material to be stacked on firm and level ground. Stacking to be supervised by a competent supervisor. Adequate storage area to be provided All unstable stacks to be dismantle and stacked over Load test certificate will be submitted to the client. Rope certificates must be submitted to the client. Safe load indicator must be in good working order. Over wind device must be in place and in working order. Daily checks as per checklist by operator. Checklist signed by supervisor and filed by safety officer.	- Construction Supervisor - CHSO - Construction Manager	During site establishment

LIST OF COMMON RISKS ON THIS PROJECT SUBJECTED TO CHANGE: These risks must be tableted; see above tables for reference and then put the risk and then the remedial action for the following list of risks

You may add to the list of risks in your risks analyse

All equipment is to be installed and repaired strictly in accordance with the manufacturer's specifications and to meet the requirements of the **SANS 10360**.

Take each listed task and analyse each risk:

- Electrical strip and making safe work and all other electrical works
- Chemicals that will be used on the project for cleaning e.g. oil
- General
- Skim and undercut the main motor
- Replace faulty controller drives
- Replace faulty relays/contactors
- Repair faulty door reversal device
- Replace faulty shaft lights
- Replace dim car lights
- Replace/repair faulty extractor fan
- Replace faulty controller fans
- Provide winding tool for safeties in the motor room
- Replace board that supplies the buttons
- Re-wire controller equipment
- Replace the transformer
- Change burnt resistors on the controller
- Provide emergency telephone plates inside the car and outside main foyer
- Attend to leaking gearbox, flush and top with new oil
- Replace missing landing contact covers
- Shorten main ropes
- Replace the car door retractable skid
- Replace door v-belts
- Replace missing Floor landing contact covers
- Replace faulty floor positioning indicator
- Replace 4th floor car button
- Provide mandatory maintenance as per OHS ACT 85 of 1983
- Provide emergency telephone plates inside the car and outside main foyer
- Provide missing electrical drawings
- Replace faulty controller fans
- Replace faulty controller drives
- Replace/repair faulty extractor fan
- Repair faulty door reversal device
- Provide audible alarm and light unit
- Clean and lubricate main ropes
- Attend to leaking gearbox, flush and top with new oil
- Top up counterweight oil pots
- Replace dim car lights
- Provide winding tool for safeties in the motor room
- Replace faulty shaft lights

- Replace faulty relays/contactors
- Seal the leaking pedestal bearing
- Re-wire controller equipment
- Replace the transformer
- Change burnt resistors on the controller
- Attend to leaking gearbox, flush and top with new oil
- Rewind main motor
- Replace board that supplies the buttons
- Make ground floor lock release operational
- Fit anti twist ropes on car and counterweight
- Clear the electrical mess top of car and in the halfway box
- Empty and clean car door gearbox oil drip tray
- Recondition Door operator motor
- Fix floor landing door lock release mechanism
- Adjust landing door gap at the bottom
- Fit back missing governor cover
- Fix ladders

21. Incident/Accident Reporting Policy/Procedure

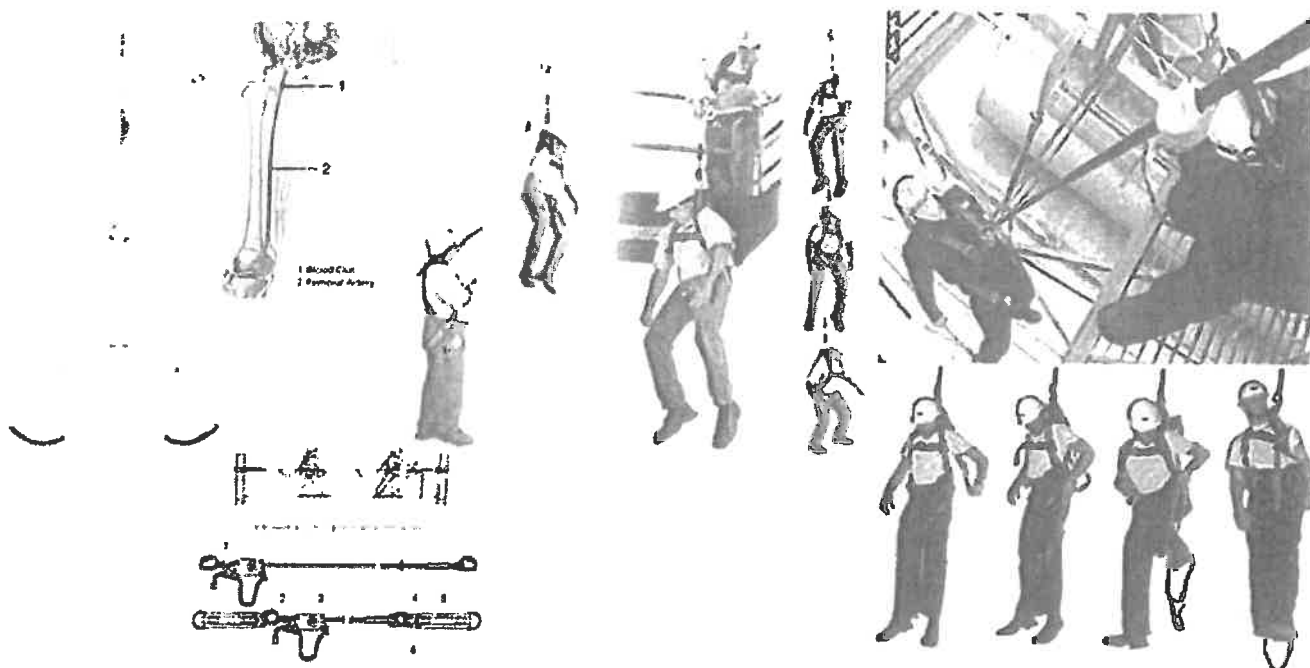
You must paste our incident/accident reporting policy/procedure document in your safety file.

22. Health and Safety Specification Document (This document) (CR 2014 ((7) (c) (i))

This specification document must be signed by your CEO and filed in your safety file.

23. Fall Protection Plan (CR 2014 10(1))

You must have a fall protection plan in your safety file. The plan must be developed by your appointed Fall Protection Planner. Your fall protection plan must be site specific and practically viable and must cover this sites anticipated fall hazards for your Work area. Do not submit a generic fall protection plan, we know them all. All persons in your employment on site must be trained in fall protection plan. The attendance register for the training must be attached to the fall protection plan. The plan must also contain a rescue plan for workers hanging from a height in a harness. You only have five minutes to rescue the person hanging from a harness. Your plan should include a practical rescue plan and equipment. Persons executing the rescue plan must be Trained in the plan. Your site management must endorse (sign) the plan.



24. Site Emergency Plan

You must familiarise yourself with the site emergency plan developed by contractor. All your employees on site must be trained on the site emergency plan. The attendance registers for the training in the site emergency plan must be signed and filed in your safety file. The emergency plan is pasted on the notice board on site. Emergency numbers is also prominently displayed on the notice board.

25. Site Rules

Our site rules, applicable to this site, are pasted on the notice board for everyone to have access to it. All your Employees on site must be trained in our site rules. The attendance registers for the training in the site rules must be signed and filed in your safety file.

26. Risk Assessments

All your tasks performed on site must be backed by a risk assessment which determined the risks, the hazards and determines the best preventative measures to minimize the risks and hazards. All the risk assessments must have:

- 1 The site name on the risk assessment.
- 2 The date on the risk assessment.
- 3 The person/s name/s that did the risk assessment and their signatures.
- 4 Managements signature - as proof of their endorsement and knowledge of the assessment.
- 5 An attendance register as proof that your employees were trained in the risk assessment.

27. Public Safety

The site is securely barricaded to keep members of the public from entering the site. The entrance to the site has access control. Make sure your visitors to the site signs the visitor's book and follow signage directing all Visitors to the site office.

28. Safety Awareness Program

Poster is displayed in conspicuous places on site depicting various safety tips. Make your employees aware of them

29. Toolbox Talks

You will do a safety talk with your employees once per week and it must be recorded as proof that you have Done so. The Toolbox talk attendance register must be filed in the safety file. Each person on site must attend a toolbox talk at least once per week. You must force the contractors to also do toolbox talks once per week and they must also keep record thereof. Topics must be meaningful, not just, e.g. "PPE" or "Safety." It must be Specific and really meaningful. Toolbox talks must be signed by the facilitator and signed off by management. Put all toolbox talks and registers in a separate file.

30. REGISTERS

Do not use checklists as registers. You must have a separate document that serves as a checklist and a separate Document as a register. A register is not a checklist and vice versa. A register is documents where you list all the items you have in stock.

31. Induction Training Register (CR 2014 (7) (5))

We, contractor, the Principal Contractor, will do the site specific induction training with everyone on site. All Induction training will be recorded by us in the induction training register. ID numbers will also be noted, so keep them close by. No person or employee will be allowed or permitted to work on the site, unless such an employee or person has undergone the site's health and safety induction training, pertaining to the hazards prevalent on the site at the time of entry. It is your responsibility to ensure that all your employees on site has indeed undergone the said induction training before they start working.

32. PPE Issue Register

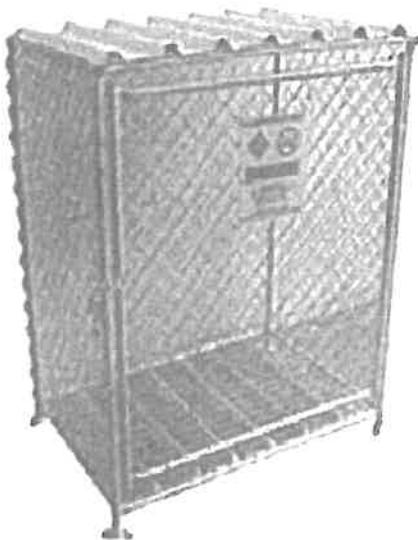
You must issue your employees with the prescribed PPE free of charge. Hard hats, Overall, Steel point safety Shoes are compulsory on site. You will keep a PPE issue Register and record all PPE Issued thereon. ID numbers must also be noted. All persons must be trained in the care and correct use of their PPE. PPE issued must be Backed by a risk assessment.

33. Safety Harness Register

All your harnesses must be numbered and recorded on register. You must have a separate document that serves as a checklist. A register is not a checklist and vice versa. If you issue safety harnesses you must make the employee sign for it and you must train them in the proper use thereof and keep record of the training.

34. Hazardous Chemical Substance Register (CR 2014 (25))

All hazardous chemical substances must be listed and controlled on a register. These chemicals must be stored in a well-ventilated secure storage facility on site. Most of these chemicals on site is flammable and must be stored in your flammable goods store. These are samples of storage facilities for hazardous chemical Substances.

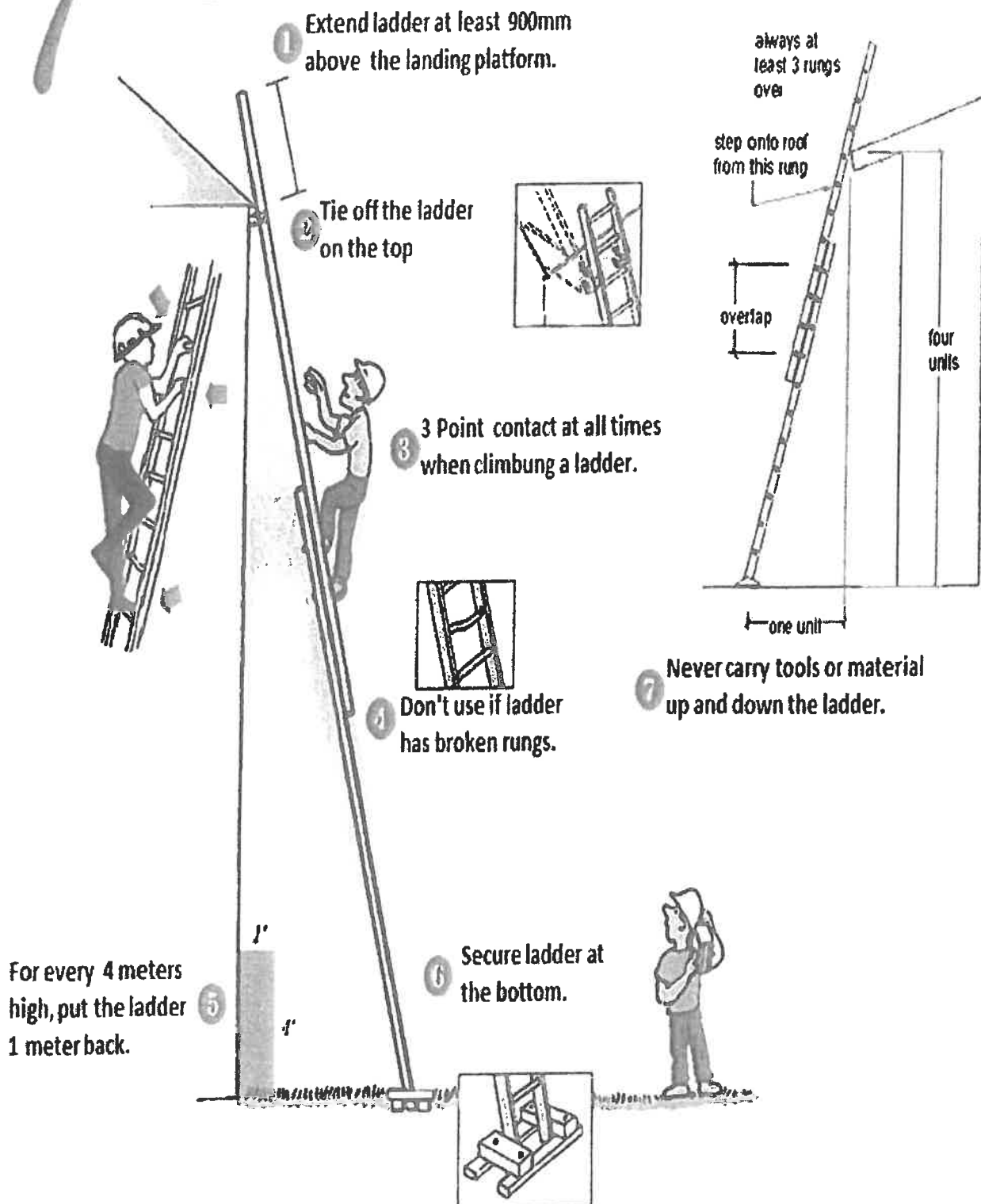


35. Ladder Register

All your ladders must be numbered and listed on a "Ladder Register" and this register must be kept up to date. No self-made ladders will be allowed on site. Study the seven rules of ladders and make sure your employees strictly adhere to it.



7 Steps to Ladder Safety



36. First Aid Register

All your first aid incidents must be recorded in your first aid register. It must also be reported to our Safety Officer.

37. Electrical Equipment Register

Your electrical equipment must be numbered and listed on an electrical equipment register. Each one of these items on the register must be inspected on their own checklist. The checklist must be signed by the person doing the check and signed off by management. Any discrepancies noted must immediately be actioned and action taken must be noted on the checklist. No discrepancy may be carried over to another checklist.

38. Fire Equipment Register

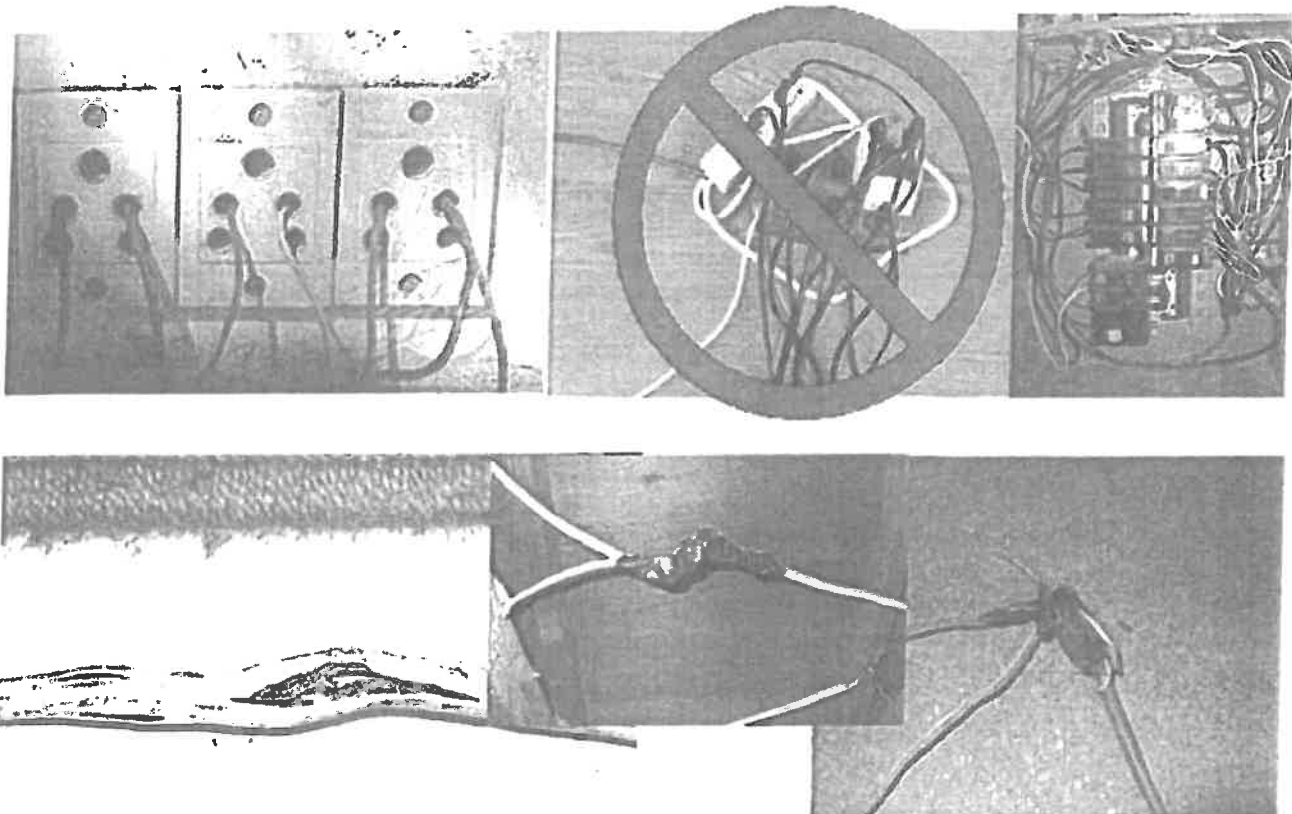
All your fire equipment must be numbered and listed on a fire equipment register. All fire equipment on register must be inspected monthly on a separate checklist. The checklist must be signed by the person doing the check and signed off by management. Any discrepancies noted must immediately be actioned and action taken must be noted on the checklist. No discrepancy may be carried over to another checklist.

39. CHECKLISTS

Checklists must be done daily, weekly or monthly depending on the type of checklist. If an item on a checklist is "OK" or "correct," the block must not be ticked, it must be initialled. The person doing the checks must initial in the block. Any discrepancies must be marked with a cross and then actioned immediately by your Construction supervisor. All checklists must be dated. All checklists must be signed by the person doing the checklist. Your Construction Supervisor must sign off the checklist. The checklist must be kept in the file for record and auditing purposes. In this document we supply a long list of possible checklists that could be used on site. Our advice is for you to have as much checklists as possible, to cover yourself.

40. Electrical safety (CR 2014 (24)

We take electrical safety very seriously. The following are examples of common unsafe electrical practices we don't want to see on our site



No joints are allowed on electric extensions cords. DB boards must have a COC certificate. We don't want to see any exposed wires like we see in the photo.

41. Competency certificates (CR 2014 (1) (a))

Where-ever this specification document prescribes a "competent" person, we will need a competency certificate issued by an accredited training service provider. All competency certificates must have the required criteria lay down by SAQA and the National Qualifications Forum (NQF), for the issuing of certificates in South Africa. All certification documents, whether a certificate or a letter, must at least, have the following criteria:
Issued

- Expiry date
- At least two signatures
- One signature – the Assessor who assessed the certificate holder
- Assessors registration number at the NQF
- Certificate number
- Contact telephone number where we can verify the authenticity of the certificate.
- Certificate holder's full names and surname
- ID Number of certificate holder

44. General:

- CoC,s must be given after repair phase
- End of site specific OHS Specification was compiled by Willem Botha 0609976744 or 012 4921486 Aug 2019

End of specification

DEPARTMENT OF PUBLIC WORKS HIV/AIDS SPECIFICATION

OCTOBER 2004

SECTION

HIV/AIDS SPECIFICATION

HIV/AIDS REQUIREMENTS

1 SCOPE

This specification contains all requirements applicable to the Contractor for creating HIV/AIDS awareness amongst all of the Workers involved in this project for the duration of the construction period, through the following strategies:

- Raising awareness about HIV/AIDS through education and information on the nature of the disease, how it is transmitted, safe sexual behaviour, attitudes towards people affected and people living with HIV/AIDS, how to live a healthy lifestyle with HIV/AIDS, the importance of voluntary testing and counselling, the diagnosis and treatment of Sexually Transmitted Infections and the closest health Service Providers;
- Informing Workers of their rights with regard to HIV/AIDS in the workplace;
- Providing Workers with access to condoms and other awareness material that will enable them to make informed decisions about sexual practices.

2 DEFINITIONS AND ABBREVIATIONS

2.1 Definitions

Service Provider: The natural or juristic person recognised and approved by the Department of Public Works as a specialist in conducting HIV/AIDS awareness programmes.

Service Provider Workshop Plan: A plan outlining the content, process and schedule of the training and education workshops, presented by a Service Provider which has been approved by the Representative/Agent.

Worker: Person in the employ of the Contractor or under the direction or supervision of the Contractor or any of his Sub-contractors, who is on site for a minimum period of 30 days in all.

2.2 Abbreviations

- HIV : Human Immunodeficiency Virus.
- AIDS : Acquired Immune Deficiency Syndrome.
- STI : Sexually Transmitted Infection.

3 BASIC METHOD REQUIREMENT

- 3.1 The Contractor shall, through a Service Provider, conduct onsite workshops with the Workers.

The Service Provider shall develop and compile a Service Provider Workshop Plan to be presented at the workshops and which will be best suited for this project to achieve the specified objectives with regard to HIV/AIDS awareness.

The Service Provider Workshop Plan shall be based on the following information provided by the Contractor:

- Number of Workers and Sub-contractors on site;
- When new Workers or Sub-contractors will join the construction project;
- Duration of Workers and Sub-contractors on site;
- How the maximum number of Workers can be targeted with workshops;
- How the Contractor prefers workshops to be scheduled, e.g. three hourly sessions per Worker, or one 2.5 hour workshop per Worker;
- Profile of Workers, including educational level, age and gender (if available);
- Preferred time of day or month to conduct workshops;
- A Gantt chart reflecting the construction programme, for scheduling of workshops;
- Suitable venues for workshops.

The Contractor shall submit the Service Provider Workshop Plan for approval within 21 days after the tender acceptance date. After approval by the Representative/Agent, the Contractor shall make available a suitable venue that will be conducive to education and training.

3.2 The Service Provider Workshop Plan shall address, but will not be limited to the following:

- 3.2.1 The nature of the disease;
- 3.2.2 How it is transmitted;
- 3.2.3 Safe sexual behaviour;
- 3.2.4 Post exposure services such as voluntary counselling and testing (VCT) and nutritional plans for people living with HIV/AIDS;
- 3.2.5 Attitudes towards other people with HIV/AIDS;
- 3.2.6 Rights of the Worker in the workplace;
- 3.2.7 How the Awareness Champion will be equipped prior to commencement of the HIV/AIDS awareness programme with basic HIV/AIDS information and the necessary skills to handle questions regarding the HIV/AIDS awareness programme on site sensitively and confidentially;
- 3.2.8 How the Service Provider will support the Awareness Champion;
- 3.2.9 Location and contact numbers of the closest clinics, VCT facilities, counselling services and referral systems;
- 3.2.10 How the workshops will be presented, including frequency and duration;
- 3.2.11 How the workshops will fit in with the construction programme;
- 3.2.12 How the Service Provider will assess the knowledge and attitude levels of attendees to structure workshops accordingly;
- 3.2.13 How the video will be used;
- 3.2.14 How the Service Provider will elicit maximum participation from the Workers;
- 3.2.15 A questions and answers slot (interactive session).

The Service Provider Workshop Plan shall encompass the Specific Learning Outcomes (SLO) as stipulated.

4 HIV/ AIDS AWARENESS EDUCATION AND TRAINING

4.1 Workshops

The Contractor shall ensure that all Workers attend the workshops.

The workshops shall adequately deal with all the aspects contained in the Service Provider Workshop Plan. A video of HIV/AIDS in the construction industry, which can be obtained from all Regional Offices of the Department of Public Works, is to be screened to Workers at workshops.

In order to enhance the learning experience, groups of not exceeding 25 people shall attend the interactive sessions of the workshops.

4.2 Recommended practice

4.2.1 Workshop Schedule

Presenting information contained in the Service Provider Workshop Plan can be divided in as many workshop sessions as deemed practicable by the Contractor, provided that all Workers are exposed to all aspects of the workshops as outlined in the Service Provider Workshop Plan.

Breaking down the content of information to be presented to Workers into more than one workshop session however, has the added advantage that messages are reinforced over time while providing opportunity between workshop sessions for Workers to reflect and test information. Workers will also have an opportunity to ask questions at a following session.

4.2.2 Service Providers

A database of recommended Service Providers is available from all Regional Offices of the Department of Public Works.

4.2.3 HIV/AIDS Specific Learning Outcomes and Assessment Criteria

Workers shall be exposed to workshops for a minimum duration of two-and-a-half hours. In order to set a minimum standard requirement, the following specific learning outcomes and assessment criteria shall be met.

4.2.3.1 UNIT 1: The nature of HIV/AIDS

After studying and understanding this unit, the Worker will be able to differentiate between HIV and AIDS and comprehend whether or not it is curable. The Worker will also be able to explain how the HI virus operates once a person is infected and identify the symptoms associated with the progression of HIV/AIDS.

Assessment Criteria:

1. Define and describe HIV and AIDS;
2. List and describe the progression of HIV/AIDS.

4.2.3.2 UNIT 2: Transmission of the HI virus

After studying and understanding this unit, the Worker will be able to identify bodily fluids that carry the HI virus. The Worker will be able to recognise how HIV/AIDS is transmitted and how it is not transmitted.

Assessment Criteria:

1. Record in what bodily fluids the HI virus can be found;
2. Describe how HIV/AIDS can be transmitted;
3. Demonstrate the ability to distinguish between how HIV/AIDS is transmitted and misconceptions around transmittance of HIV/AIDS.

4.2.3.3 UNIT 3: HIV/AIDS preventative measures

After studying and understanding this unit, the Worker will comprehend how to act in a way that would minimise the risk of HIV/AIDS infection and to use measures to prevent the HI virus from entering the bloodstream.

Assessment Criteria:

1. Report on how to minimise the risk of HIV/AIDS infection;
2. Report on precautions that can be taken to prevent HIV/AIDS infection;
3. Explain or demonstrate how to use a male and female condom;

4. List the factors that could jeopardize the safety of condoms provided against HIV/AIDS Transmission.

4.2.3.4 UNIT 4: Voluntary HIV/AIDS counselling and testing

After studying and understanding this unit, the Worker will be able to recognise methods of testing for HIV/AIDS infection. The Worker will be able to understand the purpose of voluntary HIV/AIDS testing and pre- and post-test counselling.

Assessment Criteria:

1. Describe methods of testing for HIV/AIDS infection;
2. Report on why voluntary testing is important;
3. Report on why pre- and post-test counselling is important.

4.2.3.5 UNIT 5: Living with HIV/AIDS

After studying and understanding this unit, the Worker will be able to recognise the importance of caring for people living with HIV/AIDS and be able to manage HIV/AIDS.

Assessment Criteria:

1. List and describe ways to manage HIV/AIDS;
2. Describe nutritional needs of people living with HIV/AIDS;
3. Describe ways to embrace a healthy lifestyle as a person living with HIV/AIDS;
4. Explain the need for counselling and support to people living with HIV/AIDS.

4.2.3.6 UNIT 6: Treatment options for people with HIV/AIDS

After studying and understanding this unit, the Worker will be familiar with the various treatments available to HIV/AIDS infected or potentially HIV/AIDS infected people.

Assessment Criteria:

1. Discuss anti-retroviral therapy;
2. List methods of treatment to prevent HIV/AIDS transmission from mother-to-child;
3. Describe the need for treatment of opportunistic diseases for people living with HIV/AIDS;
4. Describe post exposure prophylactics.

4.2.3.7 UNIT 7: The rights and responsibilities of Workers in the workplace with regard to HIV/AIDS

After studying and understanding this unit, the Worker will be able to identify the rights and responsibilities of the Worker living with HIV/AIDS in the workplace. The Worker will recognise the importance of accepting colleagues living with HIV/AIDS and treating them in a non-discriminative way.

Assessment Criteria:

1. Discuss the rights of a person living with HIV/AIDS in the workplace;
2. Discuss the responsibilities of a person living with HIV/AIDS in the workplace;
3. Report on why acceptance and non-discrimination of colleagues living with HIV/AIDS is important.

4.3 **Displaying of plastic laminated posters and distribution of information booklets**

The Contractor shall obtain a set of four laminated posters conveying different key messages and information booklets. The contractor should include the costs of posters and information booklets in his/her tender price.

The above-mentioned posters and information booklets have been prepared to raise awareness and to share information about HIV/AIDS and STI's.

Posters or display stands shall be displayed on site as soon as possible, but not later than 14 days after the date of site handover.

Posters shall be displayed in areas highly trafficked by Workers, including toilets, rest areas, the site office and compounds.

The posters on display must always be intact, clear and readable.

Information booklets must be distributed to all Workers as soon as possible, but not later than 14 days after site handover, or as soon as the Worker joins the site.

5 PROVIDING WORKERS WITH ACCESS TO CONDOMS

The Contractor shall provide and maintain condom dispensers and make both male and female condoms, complying with the requirements of SABS ISO 4074, available at all times to all Workers at readily accessible points on site, for the duration of the contract. The Contractor may obtain condom dispensers from the Department of Health and condoms may be obtained from the Local Clinic or the Department of Health.

At least one male and one female condom dispenser and a sufficient supply of condoms, all to the approval of the Representative/Agent, shall be made available on site within 14 days of site handover. Contractors should note that arrangements to obtain condoms from the Department of Health Clinics prior to site hand over may be necessary, to ensure that condoms are available within 14 days of site handover.

Condoms shall be made available in areas highly trafficked by Workers, including toilets, the site office and compounds.

6 ENSURING ACCESS TO HIV/AIDS TESTING AND COUNSELLING FACILITIES AND TREATMENT OF SEXUALLY TRANSMITTED INFECTIONS (STI)

The Contractor shall provide Workers with the names of the closest Service Providers that provide HIV/AIDS testing and counselling and Clinics providing Sexually Transmitted Infection (STI) diagnosis and treatment. Information on these Service Providers and Clinics must be displayed on a poster of a size not smaller than A1 in an area highly trafficked by Workers.

7 APPOINTMENT OF AN HIV/AIDS AWARENESS CHAMPION

- 7.1 Within 14 days of site handover the Contractor shall appoint an Awareness Champion from amongst the Workers, who speaks, reads and writes English, who speaks and understands all the local languages spoken by the Workers and who shall be on site during all stages of the construction period. The Contractor shall ensure that the Awareness Champion has been trained by the Service Provider on basic HIV/AIDS information, the support services available and the necessary skills to handle questions regarding the HIV/AIDS programme in a sensitive and confidential manner.

- 7.2 The Awareness Champion shall be responsible for:

- 7.2.1 Liaising with the Service Provider on organising awareness workshops;
- 7.2.2 Filling condom dispensers and monitoring condom distribution;
- 7.2.3 Handing out information booklets;
- 7.2.4 Placing and maintaining posters.

8 MONITORING

The Contractor shall grant to the Representative/Agent reasonable access to the construction site, in order to establish that the Contractor complies with his obligations regarding HIV/AIDS awareness under this contract.

The Contractor must report problems experienced in implementing the HIV/AIDS requirements to the Representative/Agent.

The attached SITE CHECKLIST (SCHEDULE A) shall be completed and submitted at every construction progress inspection to the Representative/Agent.

The attached SERVICE PROVIDER REPORT (SCHEDULE B) shall be completed and submitted on a monthly basis to the Department's Project Manager, through the Representative/Agent.

The attached CONTRACTOR HIV/AIDS PROGRAMME REPORT (SCHEDULE C), a close out programme report, shall be completed by the Contractor at the end of the contract.

SCHEDULE A

HIV/AIDS PROGRAMME: SITE CHECKLIST

When did construction commence: _____

Name of Departmental Project Manager: _____

Please refer to HIV/AIDS Programme activities during the reporting period

Tick the block if Contractor satisfactorily complied with specifications																											
DATE	PI				PI				PI				PI				PI				PI						
	D	D	M	M	D	D	M	M	D	D	M	M	D	D	M	M	D	D	M	M	D	D	M	M			
Programme implemented within 14 days of site handover																											
Awareness champion on site																											
HIV/AIDS awareness service provider report																											
Male condom dispenser																											
Sufficient male condoms available																											
Male condom dispenser in a highly trafficked area																											
Female condom dispenser																											
Sufficient female condoms available																											
Female condom dispenser in a highly trafficked area																											
All four types of posters displayed																											
Posters in a good condition																											
Posters in a highly trafficked area																											

Posters displayed on local support services: clinic & VCT centre							
Support service poster/s in highly trafficked area							
Support service poster/s in a good condition							

**SCHEDULE
A**

<i>Please indicate the applicable number for the reporting period</i>							
Workers on payroll (at PI)							
Sub-Contractors who will be on site for longer than 30 days (at PI)							
Workshop attendees							
Number of workshops held							
Scheduled workshops according to approved workshop plan							
Booklets distributed							
Male condoms distributed							
Female condoms distributed							

Representative/Agent

Date

Contractor

Date

SCHEDULE
A

Date of progress inspection: (ccyy/mm/dd)

Reporting period: (ccyy/mm/dd) _____ to (ccyy/mm/dd) _____

Deviations from HIV/AIDS awareness programme plan:

--

Corrective actions:

--

Representative/Agent

Departmental Project Manager

Date

Date

SCHEDULE A

SCHEDULE B

HIV/AIDS AWARENESS PROGRAMME: SERVICE PROVIDER REPORT

Reporting period: (ccyy/mm/dd) _____ to (ccyy/mm/dd) _____

Number of workshops conducted in reporting period: _____

Number of scheduled workshops according to approved workshop plan: _____

Deviations from workshop plan:

State reasons for deviating from workshop plan:

Corrective actions:

Service Provider

Date

Date

SCHEDULE B

HIV/AIDS AWARENESS PROGRAMME: WORKSHOP CONTENT ADDRESSED

<i>Fill in the applicable information with regard to each workshop conducted</i>																																
DATE	W/S				W/S				W/S				W/S				W/S				W/S				W/S							
	D	D	M	M	D	D	M	M	D	D	M	M	D	D	M	M	D	D	M	M	D	D	M	M	D	D	M	M				
Content of workshop: (Mark the content included)																																
SLO1																																
SLO2																																
SLO3																																
SLO4																																
SLO5																																
SLO6																																
SLO7																																
Indicate the duration of the workshop in hours																																
Total number of Workers																																
Indicate workshop venue																																

SCHEDULE B

HIV/AIDS AWARENESS PROGRAMME: ATTENDANCE REGISTER

[illegible]

SCHEDULE B

SCHEDULE C

CONTRACTOR HIV/AIDS PROGRAMME REPORT

Project name: _____

Project Location: _____

Contract value of project: R_____

Department of Public Works Project Manager: _____

HIV/AIDS Programme duration: (ccyy/mm/dd) _____ to
(ccyy/mm/dd) _____

AWARENESS MATERIAL

Describe location of posters displayed during the
programme: _____

Comments on posters: _____

Indicate total number of booklets distributed: _____

Comments on booklets: _____

CONDOMS

Indicate total number of male condoms
distributed: _____

Indicate total number of female condoms
distributed: _____

Describe where male condom dispenser was
placed: _____

Describe where female condom dispenser was
placed: _____

HIV/AIDS WORKSHOPS

Indicate the total number of HIV/AIDS workshops
conducted: _____

Indicate the duration of workshops: _____

Indicate the total number of Workers that participated in the HIV/AIDS
workshops: _____

Indicate the total number of Workers that were exposed to the video on HIV/AIDS in the Construction
Industry: _____

Comments on HIV/AIDS workshops on site: _____

SCHEDULE C

GENERAL

Briefly describe programme activities and satisfaction with outcome: _____

Additional comments, suggestions or needs with regard to the HIV/AIDS awareness programmes on site:

Please indicate if your company has a formal HIV/AIDS policy focussing on HIV/AIDS awareness raising and care and support of HIV/AIDS Workers:

Yes	No	Currently developing one
-----	----	--------------------------

Please indicate if, to your knowledge, you have lost any workers during the duration of the project to HIV/AIDS related sicknesses. One or more of the following might indicate an HIV/AIDS related death:

Excessive weight loss
Reactive TB
Hair loss
Severe tiredness

Coughing or chest pain
Pain when swallowing
Persistent fever
Diarrhoea

Vomiting
Meningitis
Memory loss
Pneumonia

Number of HIV/AIDS-related deaths: _____

Contractor

Date

Departmental Project Manager

Date

NYS SPECIFICATION

GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

NO. R. 94

03 FEBRUARY 2017

OCCUPATIONAL HEALTH AND SAFETY ACT (ACT NO. 85 OF 1993), AS AMENDED

CODE OF PRACTICE FOR EXISTING GOODS HOISTS INSTALLATIONS, LIFT, ESCALATOR AND PASSENGER CONVEYOR REGULATIONS, 2010

I, T. Szana, appointed as the Chief Inspector in terms of Section 27(1) of the said Act, and by virtue of the powers delegated to me by the Minister of Labour in terms of section 42(1) of the Act, after consultation with the Advisory Council for Occupational Health and Safety, hereby, under section 44 of the Occupational Health and Safety Act (Act No. 85 of 1993), as amended, incorporate "Code of practice for existing goods hoists installations" (Installed prior 30 September 2015) that were previously regulated under the Driven Machinery Regulations, 2008 into Lift, Escalator and Passenger Conveyor Regulations, 2010

T. Szana
Chief Inspector

CODE OF PRACTICE FOR EXISTING GOODS HOISTS INSTALLATIONS

FOREWORD

This Code of Practice is to provide the minimum requirements for existing good hoists (installed prior 30 September 2015) that were previously regulated under the Driven Machinery Regulations, 2008.

In the new Driven Machinery Regulations promulgated in 2015, regulation 17 was repealed and it gave a directive that all existing good hoists shall within five years comply with the provisions of the Lift Escalator and Passenger Conveyor Regulations.

Machinery Spaces

- Machinery shall be kept in safe lockable spaces or cabinets.
- Safe accesses, free of any storage or rubbish shall be provided to the machinery spaces.
- Ladders to these spaces shall be permanently installed and shall provide safe access well into these machinery spaces.
- The working areas of the machinery spaces above the shafts shall have full floor covering.
- The clear heights of the working spaces shall not be less than 1.5 meters.
- The lighting in the machinery spaces shall be 300 Lux and the accesses to these spaces 150 Lux.
- There shall be 220 Volt socket outlets in the machinery spaces.
- Record book and certificate holders shall be kept in the machinery spaces.

Machinery

- Rotating elements shall be guarded or painted caution yellow if they pose a low risk such as smooth flywheels.
- Slack rope devices shall be installed on positive drive (drum or hydraulic) units.
- Safety gears shall be installed on units with less than two ropes - if design permits.
- Safeties shall, where possible be installed under the cars and not on top of the crown beams.
- Sheaves for the suspension ropes shall be 25 times the diameter of the suspension ropes.
- When more than one suspension rope is used, there shall be automatic tensioning devices – compression springs.

Controls

- There shall be lockable main switches at the accesses to the machinery spaces.
- There shall be well kept, up to date durable and legible wiring diagrams.

- Controllers shall have two contactors for the main motors – mains + up or mains + down.
- Two independent contacts of the motor contactors shall be in series with the brake coil.
- Three phase installations shall be protected with reverse phase protections.
- All units shall be equipped with top and bottom final limit switches.
- Where shaft inspections or repairs require a person to ride on top of the car, inspection controls shall be installed on top of the car.
- The cars shall be provided with overload devices and signals.
- There shall be no controls inside the cars.
- Push-pull emergency stop switches shall be installed on top of the car and in the pit with stop switches on each landing if the landing doors are perforated.
- The landing door locks shall have two contacts in circuit – one to ensure the door is closed and one to ensure the lock is made.
- The car doors shall have gate switches which shall be tamper free and out of reach of the users.
- 220 Volt light and socket outlet circuits shall be protected with earth leakage devices.

Shaft enclosures

- The shafts shall be enclosed to a height of 2.5 meters in all areas accessible to persons. The enclosures shall have sufficient strengths – they shall withstand 300 N forces).
- When the cars are travelling at speeds exceeding 0.25 meters per second, the shaft enclosure shall be imperforated.
- Shaft lights shall be installed with intensity of 100 Lux anywhere in the shafts.
- The landing doors shall be equipped with electro-mechanical locking devices. Two contacts shall be used in the control circuits.
- Triangle dislocking devices shall be provided for all landing doors. Boxes with triangle locks to protect other types of dislocking devices will also be acceptable.
- When the cars are travelling at speeds exceeding 0.25 meters per second, the landing doors shall be imperforated.
- When the landing doors are imperforated, there shall be indications that the cars has stopped on a landing – vision panels or indication lights.
- On each landing there shall be a durable notice which indicates the maximum allowable load and forbidding persons from riding in the car.
- In the pits without the necessary refuge space (500mm x 800mm x 1 000mm) there shall be properly designed bumping poles to land the cars on when entering the pit – Instructions shall be displayed to use the bumping pole.
- Car to landing sill clearances shall not exceed 35mm.
- Safe Spaces on top of the car and in the pit shall be clearly identified.
- Bi-parting and vertical rise doors shall be counter balances with proper handles or pull straps..

Cars

- The cars shall be equipped with gates, scanners or "load shift bars" and it shall not be possible to move the cars unless these devices are closed.
- The car roofs shall cover the full car size (floor areas of the cars).

- The car roof shall have sufficient strength to carry the weight of two persons (1 000N each) anywhere on the roof.
- Inside the car there shall be a durable notice which indicates the maximum allowable load and forbidding persons from riding in the car.
- There shall be in the cars electric lights of at least 100 Lux.
- Positive drive units shall have buffers on top of the cars which shall not make contact before the final limits open.
- Positive drive units with limited head rooms (not spaces of 500mm x 600mm x 800mm) and top of car inspection controls shall have extendable bumping poles with safety switches on top of the lift cars.

Registration

- All units must be registered with the Regional office of Department of Labour.
- All Goods hoists must comply with the requirements for Lift Escalator and Passenger Conveyor Regulations.

DEPARTMENT OF PUBLIC WORKS

MAINTENACE SCORE-CARD

CONTRACT NUMBER: WCS



CONTRACT: _____

CONTRACTOR: _____

ENGINEER: _____

INSTALLATION: _____

MONTH: _____ OF 36

The following components of the installation were selected by the contractor at the Monthly Operation Meeting
nr. _____ as performance indicators to be tested according to specification:

1. ENGINEER'S SELECTION

- 1.1 _____
- 1.2 _____
- 1.3 _____
- 1.4 _____
- 1.5 _____
- 1.6 _____
- 1.7 _____
- 1.8 _____
- 1.9 _____
- 1.10 _____

0	1

TOTAL SCORE: _____

Engineer's Representative

Signature

Date

ADDITIONAL SPECIFICATION**SL EMPLOYMENT AND TRAINING OF YOUTH WORKERS ON THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP) INFRASTRUCTURE PROJECTS: NATIONAL YOUTH SERVICE (NYS)****CONTENTS**

SL 01	SCOPE
SL 02	TERMINOLOGY AND DEFINITIONS
SL 03	APPLICABLE LABOUR LAWS
SL 04	EXTRACTS FROM MINISTERIAL DETERMINATION REGARDING EPWP
SL 05	EMPLOYER'S RESPONSIBILITIES
SL 06	PLACEMENT OF RECRUITED YOUTH WORKERS
SL 07	TRAINING OF YOUTH WORKERS
SL 08	BENEFICIARY (YOUTH WORKERS) SELECTION CRITERIA
SL 09	CONTRACTUAL OBLIGATIONS IN RELATION TO YOUTH LABOUR
SL 10	PROVINCIAL RATES OF PAY
SL 11	MEASUREMENTS AND PAYMENT
EXAMPLE	EPWP-NYS EMPLOYMENT AGREEMENT

SL 01 SCOPE

This project is part of the Expanded Public Works Programme and the National Youth Service Programme (NYS) and aims to train young people and provide them with practical work experience as part of this programme. Youth aged between 18 and 35 will be recruited and trained in skills relevant to the work to be done on this project. These youth will have to be employed by the contractor as part of this project so that they can gain their work experience on these projects. The training of the youth will be coordinated and implemented by the Regional Office DD: NYS and Contractor Development Initiatives (NYS & CDI). This DD: NYS will provide the contractor with a list of all the youth and the training each of these youth have received. The Contractor will be required to employ all of these youth for a minimum period of 6 months. Furthermore the Contractor will be required to supervise these youth to ensure that the work they perform is of the required standard. The contractor's staff will be required to assist and mentor the youth to ensure that they are able to perform the type of work they need to do to the satisfactory standards required. The contractor will not be required to employ all youth in the programme at the same time, but may rotate the youth on the project, as long as all youth are employed for the minimum duration stated earlier.

This specification contains the standard terms and conditions for workers employed in elementary occupations and trained on the Expanded Public Works Programme (EPWP) for the

NYS. These terms and conditions do NOT apply to persons employed in the supervision and management of an EPWP.

SL 02 TERMINOLOGY AND DEFINITIONS

SL 02.01 TERMINOLOGY

- | | | |
|-----|------|---|
| (a) | EPWP | The Code of Good Practice for Expanded Public Works Programmes, which has been gazetted by the Department of Labour, and which provides for special conditions of employment for these EPWP projects. In terms of the Code of Good Practice, the workers on these projects are entitled to formal training, which will be provided by training providers appointed (and funded) by the Department of Labour. For projects of up to six months in duration, this training will cover life-skills and information about other education, training and employment opportunities. |
| (b) | EPWP | Expanded Public Works Programme, a National Programme of the government of South Africa, approved by Cabinet. |
| (c) | NYDA | National Youth Development Agency. |
| (d) | DOL | Department of Labour. |

SL 02.02 DEFINITIONS

- | | | |
|-----|--------------------|--|
| (a) | “employer” | means the contractor or any party employing the worker / beneficiary under the EPWP – NYS Programme. |
| (b) | “client” | means the Department of Public Works. |
| (c) | “worker / trainee” | means any person working or training in an elementary occupation on a SPWP. |

SL 03 APPLICABLE LABOUR LAWS

In line with the Expanded Public Works Programme (EPWP) policies, the Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of labour in government Notice No. R63 of 25 January 2002, of which extracts have been reproduced below in clauses SL 04, shall apply to works described in the scope of work and which are undertaken by unskilled or semi-skilled workers.

The Code of Good Practise for Employment and Conditions of Work for Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. R64 of 25 January 2002 shall apply to works described in the scope of work and which unskilled or semi-skilled workers undertake.

SL 04 EXTRACTS FROM MINISTERIAL DETERMINATION REGARDING SPWP

SL 04.01 DEFINITIONS

In this specification –

- (a) “department” means any department of the State, implementing agent or contractor;
- (b) “employer” means any department that hires workers to work in elementary occupations on a SPWP;
- (c) “worker” means any person working in an elementary occupation on a SPWP;
- (d) “elementary occupation” means any occupation involving unskilled or semi-skilled work;
- (e) “management” means any person employed by a department or implementing agency to administer or execute a SPWP;
- (f) “task” means a fixed quantity of work;
- (g) “task-based work” means work in which a worker is paid a fixed rate for performing a task;
- (h) “task-rated worker” means a worker paid on the basis of the number of tasks completed;
- (i) “time-rated worker” means a worker paid on the basis of the length of time worked
- (j) “Service Provider” means the consultant appointed by Department to coordinate and arrange the employment and training of labour on EPWP infrastructure projects.

SL 04.02 TERMS OF WORK

- (a) Workers on a SPWP are employed on a temporary basis.
- (b) A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.
- (c) Employment on a SPWP does not qualify as employment and a worker so employed does not have to register as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

SL 04.03 NORMAL HOURS OF WORK

- (a) An employer may not set tasks or hours of work that require a worker to work–
 - (i) more than forty hours in any week
 - (ii) on more than five days in any week; and
 - (iii) for more than eight hours on any day.
- (b) An employer and a worker may agree that the worker will work four days per week. The worker may then work up to ten hours per day.
- (c) A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks (based on a 40-hour week) allocated to him.

Every work is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

SL 04.04 MEAL BREAKS

- (a) A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- (b) An employer and worker may agree on longer meal breaks.
- (c) A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.
- (d) A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

SL 04.05 SPECIAL CONDITIONS FOR SECURITY GUARDS

- (a) A security guard may work up to 55 hours per week and up to eleven hours per day.
- (b) A security guard who works more than ten hours per day must have a meal break of at least one hour duration or two breaks of at least 30 minutes duration each.

SL 04.06 DAILY REST PERIOD

Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

SL 04.07 WEEKLY REST PERIOD

Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").

SL 04.08 WORK ON SUNDAYS AND PUBLIC HOLIDAYS

- (a) A worker may only work on a Sunday or public holiday to perform emergency or security work.
- (b) Work on Sundays is paid at the ordinary rate of pay.
- (c) A task-rated worker who works on a public holiday must be paid –
 - (i) the worker's daily task rate, if the worker works for less than four hours;
 - (ii) double the worker's daily task rate, if the worker works for more than four hours.
- (d) A time-rated worker who works on a public holiday must be paid –
 - (i) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
 - (ii) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

SL 04.09 SICK LEAVE

- (a) Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- (b) A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.
- (c) A worker may accumulate a maximum of twelve days' sick leave in a year.

- (d) Accumulated sick-leave may not be transferred from one contract to another contract.
- (e) An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- (f) An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- (g) An employer must pay a worker sick pay on the worker's usual payday.
- (h) Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
 - (i) absent from work for more than two consecutive days; or
 - (ii) absent from work on more than two occasions in any eight-week period.
- (i) A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- (j) A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

SL 04.10 MATERNITY LEAVE

- (a) A worker may take up to four consecutive months' unpaid maternity leave.
- (b) A worker is not entitled to any payment or employment-related benefits during maternity leave.
- (c) A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- (d) A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- (e) A worker may begin maternity leave –
 - (i) four weeks before the expected date of birth; or

- (ii) on an earlier date –
 - (1) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
 - (2) if agreed to between employer and worker; or
 - (iii) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- (f) A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- (g) A worker, who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.

SL 04.11 FAMILY RESPONSIBILITY LEAVE

- (a) Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -
- (i) when the employee's child is born;
 - (ii) when the employee's child is sick;
 - (iii) in the event of the death of –
 - (1) the employee's spouse or life partner
 - (2) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling

SL 04.12 STATEMENT OF CONDITIONS

- (a) An employer must give a worker a statement containing the following details at the start of employment –
- (i) the employer's name and address and the name of the SPWP;
 - (ii) the tasks or job that the worker is to perform;
 - (iii) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
 - (iv) the worker's rate of pay and how this is to be calculated;
 - (v) the training that the worker may be entitled to receive during the SPWP.

- (b) An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- (c) An employer must supply each worker with a copy of the relevant conditions of employment contained in this specification.
- (d) An employer must enter into a formal contract of employment with each employee. A copy of a pro-forma is attached at the end of this specification.

SL 04.13 KEEPING RECORDS

- (a) Every employer must keep a written record of at least the following –
 - (i) the worker's name and position;
 - (ii) in the case of a task-rated worker, the number of tasks completed by the worker;
 - (iii) in the case of a time-rated worker, the time worked by the worker;
 - (iv) payments made to each worker.
- (b) The employer must keep this record for a period of at least three years after the completion of the EPWP.

SL 04.14 PAYMENT

- (a) A task-rated worker will only be paid for tasks that have been completed.
- (b) An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer. Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- (c) A time-rated worker will be paid at the end of each month and payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- (d) Payment in cash or by cheque must take place –
 - (i) at the workplace or at a place agreed to by at least 75% of the workers; and
 - (ii) during the worker's working hours or within fifteen minutes of the start or finish of work;
- (e) All payments must be enclosed in a sealed envelope which becomes the property of the worker.
- (f) An employer must give a worker the following information in writing –

- (i) the period for which payment is made;
 - (ii) the number of tasks completed or hours worked;
 - (iii) the worker's earnings;
 - (iv) any money deducted from the payment;
 - (v) the actual amount paid to the worker.
- (g) If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.
- (h) If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

SL 04.15 DEDUCTIONS

- (a) An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- (b) An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- (c) An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
- (d) An employer may not require or allow a worker to –
- (i) repay any payment except an overpayment previously made by the employer by mistake;
 - (ii) state that the worker received a greater amount of money than the employer actually paid to the worker; or
 - (iii) pay the employer or any other person for having been employed.

SL 04.16 HEALTH AND SAFETY

- (a) Employers must take all reasonable steps to ensure that the working environment is healthy and safe and that all legal requirements regarding health and safety are strictly adhered to.
- (b) A worker must:

- (i) work in a way that does not endanger his/her health and safety or that of any other person;
- (ii) obey any health and safety instruction;
- (iii) obey all health and safety rules of the SPWP;
- (iv) use any personal protective equipment or clothing issued by the employer;
- (v) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

SL 04.17 COMPENSATION FOR INJURIES AND DISEASES

- (a) It is the responsibility of employers to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- (b) A worker must report any work-related injury or occupational disease to their employer or manager.
- (c) The employer must report the accident or disease to the Compensation Commissioner.
- (d) An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

SL 04.18 TERMINATION

- (a) The employer may terminate the employment of a worker provided he has a valid reason and after following existing termination procedures.
- (b) A worker will not receive severance pay on termination.
- (c) A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
- (d) A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However,

the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

- (e) A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

SL 04.19 CERTIFICATE OF SERVICE

- (a) On termination of employment, a worker is entitled to a certificate stating –
 - (i) the worker's full name;
 - (ii) the name and address of the employer;
 - (iii) the SPWP on which the worker worked;
 - (iv) the work performed by the worker;
 - (v) any training received by the worker as part of the SPWP;
 - (vi) the period for which the worker worked on the SPWP;
 - (vii) any other information agreed on by the employer and worker.

SL 05 EMPLOYER'S RESPONSIBILITIES

The employer shall adhere to the conditions of employment as stipulated in the *Code of Good Practice for Employment and Conditions of Work for Special Public Works Programmes*. Over and above the conditions stipulated above, he shall be responsible to:

- (a) formulate and design a contract between himself/ herself and each of the recruited youth workers, ensuring that the contract does not contravene any of the Acts stipulated in South African Law, e.g. Basic Conditions of Employment Act, etc. (A copy of a pro-forma contract is attached at the end of this specification);
- (b) screen and select suitable candidates for employment from the priority list of youth workers provided by the NYDA;
- (c) ensure that the recruited youth workers are made available to receive basic life skills training which will be conducted and paid for by the Umsobomvu Youth Fund;
- (d) ensure that all youth workers receive instruction on safety on site prior to them commencing with work on site;

- (e) ensure that all youth workers are covered under workmen's compensation for as long as they are contracted to the contractor. Payment to the Compensation Commissioner shall be the responsibility of the contractor;
- (f) assist in the identification and assessment of potential youth workers to undergo advanced technical training in respective trades;
- (g) test and implement strict quality control and to ensure that the health and safety regulations are adhered to;
- (h) provide all youth workers with the necessary protective clothing as required by law for the specific trades that they are involved in.
- (i) provide overall supervision and day-to-day management of youth workers and/or sub-contractors; and
- (j) ensure that all youth workers are paid their wages on time through a pre-agreed payment method as stipulated in the contract with the youth worker.

SL 06 PLACEMENT OF RECRUITED YOUTH WORKERS

Employers will be contractually obliged to:

- (a) employ youth workers from targeted social groups from the priority list provided by the DD: NYS Regional Office.
- (b) facilitate on-the-job training and skills development programmes for the youth workers;
- (c) achieve the following minimum employment targets:
 - (i) 100% people between the ages of 18 and 35
 - (ii) 60% women;
 - (iii) 2% people with disabilities.
- (d) brief youth workers on the conditions of employment as specified in sub clause SL 04.09 above;
- (e) enter into a contract with each youth worker, which contract will form part of the Employment Agreement;
- (f) allow youth workers the opportunity to attend life skills training through DOL. This shall be arranged at the beginning of the contract;
- (g) ensure that payments to youth workers are made as set out in sub clauses SL 04.14 and SL 04.15 above.

- (h) set up of personal profile files as prescribed by Service Provider and as set out in sub clause SL 04.13 above.
- (i) in addition to (h)
- a copy of the I.D;
 - qualifications;
 - career progress; e.g.
 - Status of technical improvement,
 - Willingness to work,
 - Leadership capabilities,
 - Discipline; and
 - Any other factors that can assist DPW-HR with the placement of the youth workers ant the end of the programme
 - EPWP Employment Agreement, and
 - list of small trade tools;
- must be included in the youth worker's personal profile file.

SL 07 TRAINING OF YOUTH WORKERS

Three types of training are applicable, namely

- Life skills;
- On the job training
- Technical Skills training.

Training will be implemented by training instructors accredited by DOL and/or CETA:

- Youth workers shall be employed on the projects for an average of 6 months.
- Youth workers shall be deployed on projects in the vicinity of their homes. The same arrangements as for other workers regarding accommodation, subsistence and travel shall be applicable to youth workers.

(a) Life skills training

All youth workers are entitled to undergo life skills training. Training of this module will be flexible enough to meet the needs of the employer. Training should take place immediately after site hand-over and during the period of site establishment and pre-planning before actual construction starts, alternatively this will be spread over the duration of the contract period. The contractor will be required to work closely with the person to schedule the training sessions so that the timing of the training is aligned with the contractors work schedule and his demand for workers.

(b) Technical skills training

The Employer shall assist in identifying youth workers for further training. These youth workers will undergo further technical training to prepare them for opportunities as semi-skilled labourers.

Training should take place immediately after the Life Skills training and during the period of site establishment and pre-planning before actual construction starts, alternatively this will be spread over the duration of the contract period.

Such training will comprise of an off-site theoretical component and practical training on-site.

The contractor will be responsible for on-site practical work under his supervision. Youth workers who graduate from the first phase of the training programme will be identified and given opportunities to register for skills development programmes. These can ultimately result in an accredited qualification. The programme will consist of theoretical instruction away from the construction site as well as on-site practical work under the supervision of the employer. Candidates will be entitled to employment to complete all training modules.

(c) On-the job training

The Employer shall provide youth workers with on-the-job training to enable them to fulfil their employment requirements. The employer shall also be expected to closely monitor the job performance of youth workers and shall identify potential youth workers for skills development programmes.

SL 08 BENEFICIARY (YOUTH WORKERS) SELECTION CRITERIA**SL 08.01 PREAMBLE**

The Code of Good Practise for Employment and Conditions of Work for Expanded Public Works Programmes encourages:

- optimal use of locally-based labour in an Expanded Public Works Programme (EPWP);
- a focus on targeted groups which consist of namely youth, consisting of women, female-headed households, disabled and households coping with HIV/AIDS; and
- the empowerment of individuals and communities engaged in an EPWP through the provision of training.

SL 08.02 BENEFICIARY (YOUTH WORKERS) SELECTION CRITERIA

- (a) The youth workers of the programmes should preferably be non-working individuals from the most vulnerable sections of disadvantaged communities who do not receive any social security pension income. The local community must, through all structures available, be informed of and consulted about the establishment of any EPWP – NYS
- (b) In order to spread the benefit as broadly as possible in the community, a maximum of one person per household should be employed, taking local circumstances into account.
- (c) Skilled artisans from other areas may be employed if they have skills that are required for a project and there are not enough persons in the local communities who have those skills or who could undergo appropriate skills training. However, this should not result in more than 20% of persons working on a programme not being from local communities.
- (d) Programmes should set participation targets for employment with respect to youth, single male- and female-headed households, women, people with disabilities, households coping with HIV/AIDS, people who have never worked, and those in long-term unemployment.
- (e) The proposed targets as set out in sub clause SL 06 (c)
 - 100% youth from 18 to 35 years of age;
 - 60% women;
 - 2% disabled.
- (e) Have Matric Certificate or a minimum Grade 10 with Maths and Science subjects.

SL 09 CONTRACTUAL OBLIGATIONS IN RELATION TO YOUTH LABOUR

The youth workers to be employed in the programme (EPWP-NYS) shall be directly contracted to the employer. Over and above the construction and project management responsibilities, the employer will be expected to perform the tasks and responsibilities as set out in clause SL 05 above.

SL 10 PROVINCIAL RATES OF PAY

It is stipulated that youth workers on the EPWP-NYS receive a minimum of R 2,787.18 per month whilst working on site for the On-the-Job training and R 2,787.18 per month whilst on Technical training in ALL provinces. Should youth workers be attending training whilst employed by the contractor, the contractor will still be responsible for payment to the youth worker whilst at training.

SL 11 MEASUREMENTS AND PAYMENT

The number of youth workers specified for this contract that will receive orientation and life skills development training is and technical training is

SL 11.01 PAYMENT FOR TRAINING OF YOUTH WORKERS
(TARGET: - 2 x YOUTH WORKERS)

SL 11.01.01 Orientation and Life Skills development training for youth workers for an average of 5 days per youth worker.....Unit: PC.Sum

SL 11.01.02 Technical skills training for youth workers for an average of 58 days per youth worker.....Unit: PC.Sum

SL 11.01.03 Payment reduction due to not meeting the target as in SL 11.01.01 and SL 11.01.02.....Unit: Youth worker
LESS R 2000 per youth worker

SL 11.01.04 Profit and attendance (on items 1 and 2 above)..... Unit: %

SL 11.02 PAYMENT FOR TRAVELLING AND ACCOMMODATION DURING OFF-SITE TRAINING

SL 11.02.01 Orientation / Life skills development training for 05 days each:

01 Travelling (based on R30 per day return trip/trainer)Unit: PC.sum

02 Accommodation (based on 5 nights per week and R150/trainer per night).....Unit: PC.Sum

03 Profit and attendance (on items 1 and 2 above)..... Unit: %

SL 11.02.02 Skills development and technical training:

01 Travelling (based on R30 per day return trip/trainer)Unit: PC.Sum

02 Accommodation (based on 5 nights per week and R150/trainer per night).....Unit: PC.Sum

03 Profit and attendance (on items 1 and 2 above)..... Unit: %

The units of measurement for sub items SL 11.02.01 (01) and SL 11.02.02 (01) above shall be the cost for travel for the trainer off site that must be arranged by the contractor. Amounts quoted shall be corrected according to re-measurement based on actual invoices.

The unit of measurement for sub items SL 11.02.01 (02) and SL 11.02.02 (02) above shall be the amounts in Rand expended for accommodation for the trainer off site that must be

arranged by the contractor. Amounts quoted shall be corrected according to re-measurement based on actual invoices.

The tendered percentages under sub items SL 11.02.01 (03) and SL 11.02.02 (03) will be paid to the contractor on the value of each payment pertaining to the travelling and accommodation to cover his expenses in this regard.

SL 11.03 ALTERNATIVE WORKERS FOR THE PERIOD OF OFF-SITE TRAINING

SL 11.03.01 Skills development and technical training for youth workers for a period of _58_ days per youth worker..... Unit: worker-days

The unit of measurement shall be the number of youth workers replaced while in training multiplied by the number of days.

The rates tendered shall include full compensation for additional replacement labour during periods of off-site training.

SL 11.04 EMPLOYMENT OF YOUTH WORKERS

SL 11.04.01 Employment of youth workers.....Unit: PC. Sum

The unit of measurement shall be the number of youth workers at the labour rate of R 7,500 . per month as the amount as determined by the Ministerial Determination 4: Expanded Public Works Programs (Government Notice No. 9745: 4th May 2012) 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 6 months appointment for youth workers plus the number days spent by the workers on Life Skills and Technical Training. The payment of the youth during Life Skills and Technical Training shall be the responsibility of the contractor however the contractor can include as part of the Training Service Provider's tasks if necessary.

SL 11.04.02 Profit and attendance..... Unit: %

SL 11.05 PROVISION OF EPWP DESIGNED OVERALLS AND HARD HATS TO YOUTH WORKERS

SL 11.05.01 Supply 2 x EPWP branded overalls and 1 x EPWP branded hard hat to youth each youth workerUnit: PC.Sum

Youth worker overalls should be orange (top and bottom) as per EPWP branding specification with the exception of Correctional Services contracts where the overalls should be blue (top and bottom). **A minimum of two overalls per youth worker should be supplied.** Hard hats should be orange and branded as per the EPWP branding specification.

SL 11.05.02 Profit and attendance..... Unit: %

An amount has been provided in the Schedule of Quantities under sub item SL 10.05.01 for the supply of EPWP designed overalls and hard hat, as per the EPWP branding specification provided by the EPWP unit, and the Service Provider. The Service Provider will have sole authority to spend the amounts or part thereof. The tendered percentage under sub items SL 10.05.02 will be paid to the contractor on the value of each payment pertaining to the supply of overalls and hard hats to cover his expenses in this regard.

SL 11.06 **PROVISION OF SMALL TOOLS FOR YOUTH WORKERS**

SL 11.06.01 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...(allowed R5,000) R00 / youth worker)Unit: PC.Sum

SL 11.06.02 Profit and attendance..... Unit: %

SL 11.07 **APPOINTMENT OF YOUTH TEAM LEADER/S- NOT APPLICABLE**

SL 11.07.01 Appointment of Youth Team Leader/s for the duration of the contract..... Unit: PC.Sum

The Youth Team Leader will act as CLO/PLO to facilitate the project work between the youth workers and the contractor. (Ratio 1:15). The unit of measurement is based on payment of an entry level salary of an unskilled worker.

SL 11.07.02 Profit and attendance..... Unit: %

SL 11.08 **LIAISON WITH SERVICE PROVIDER**Unit: hours

The tendered rate shall include full compensation for the cost of liaising with the Service Provider and Social Facilitators on all issues regarding the works.

EPWP - NYS AGREEMENT
LIMITED DURATION CONTRACT OF EMPLOYMENT
[Example]
FOR
EXPANDED PUBLIC WORKS PROGRAMME
BETWEEN

Company Name:
(herein after referred to as the “**contractor**”)

Company Address:

Contract Name:

AND

Surname and Name/s
(hereinafter referred to as the “**Youth worker**”)

Residential Address:

ID number:

1. The contractor hereby appoints the Youth worker in terms of a Limited Duration Contract, to work as a youth worker within a Special Public Works Programme (SPWP) Project.
2. This contract must be read in conjunction with the standard terms and conditions of employment applicable to a SPWP, a copy of which is attached.
3. The project where you will be employed is referred to as and is located at
4. The contract will start on and end on.....
5. You must be aware that **this contract is a Limited Duration Contract and not a permanent job.** Your minimum period of employment will be 6 months plus the days for Life Skills and Technical Training and the contract may be terminated for one of the following reasons:
 - (a) Funding for the programme in your areas comes to an end.
 - (b) You repeatedly do not perform in terms of the tasks set out in your work programme.
 - (c) If you breach any of the terms and conditions of this contract.

6. You will be employed as a general worker within the contract, you may, depending on the contractor's operational needs, be required to perform other duties that can be reasonably expected of you.
7. You will adhere to the contractors' disciplinary code.
8. You will be required to work your daily hours from to which included your meal break.
9. While you are working you will report to
10. You will be paid an time-rate amount of R per hour.
11. The contractor shall not be required to provide to local workers:
 - holiday, leave, sick or severance pay;
 - a pension or similar scheme;
 - a medical aid or similar scheme.
12. Signed on this day of 20.....

Contractor:

Date:

Youth Worker:

Date:

Witness:

Date: