



**public works  
& infrastructure**

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

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

**RFQ NUMBER: CPT 1004/22**

**EXPRESSION OF INTEREST (EOI) – PARLIAMENTARY COMPLEX: HERITAGE:  
PREVENTATIVE AND REMEDIAL MAINTENANCE SERVICE CONTRACT OF THE  
ELECTRONIC SECURITY SYSTEMS WITHIN THE VARIOUS BUILDINGS NEW  
CONTRACT**

**EXPRESSION OF INTEREST (EOI)**

**SEPTEMBER 2022 ISSUED**

**BY:**

**THE DIRECTOR GENERAL  
DEPARTMENT OF PUBLIC WORKS  
PRIVATE BAG X9027 CAPE TOWN  
8000**

**NAME OF TENDERER: .....**

## TABLE OF CONTENTS

### BOOK 1 OF 1

#### EXPRESSION OF INTEREST (EOI)

Pre-Qualification Requirements

Brief Scope of Works

#### ***EOI PROCEDURES***

T1.1 - Notice and Invitation to RFQ (PA-04 EC)

T1.2 - Tender Data (DPW-03 EC)

#### ***RETURNABLE DOCUMENTS***

T2.1 - List of returnable documents (PA-09 EC)

T2.2 - Returnable Documents required for tender evaluation purpose

Declaration of Interest and Tenderer's Past Supply Chain Management Practices (PA-11)

Certification of Independent Bid Determination (PA-29)

Resolution of Board of Directors (PA-15.1)

Resolution of Board of Directors (Consortia/JV) (PA-15.2)

Special Resolution of Consortia or JV's (PA-15.3)

Preference Points Claim Form (PA-16)

Designated Groups (PA-40)

Site Inspection Meeting Certificate (DPW-16 EC)

Particular of Tenderer's Projects (DPW-09 EC)

Performance Report for Bidders from Client (DPW-09 PSB)

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

Record of Addenda to Tender Documents (DPW-21 EC)

Schedule of Subcontractors (DPW-15 EC)

Annexure A: Specification SA

## **1 PRE-QUALIFICATION REQUIREMENTS**

The National Department of Public Works and Infrastructure wish to appoint a contractor for the abovementioned service.

This document aims to provide tenderers with the requirements of the contract as well as for DPWI to assess the suitability of companies who wishes to tender for this contract.

The document provides details of:

- Pre-requisites for tendering
- Security Clearance
- Accreditation by equipment suppliers

### **1.1 PRE-REQUISITES FOR TENDERING**

FOR THIS CONTRACT A TWO STAGE PROCUREMENT PROCEDURE WILL BE ADOPTED

#### **STAGE 1: EXPRESSION OF INTEREST (EOI)**

The first stage, which will be based on information submitted with this tender document and the tenderer will be required to provide the following:

Response to the Functionality Criteria as stated in DPW-03 (EC)  
Submission of all documentation as stated in the list of returnable documents.  
Any documentation to provide proof of qualifying with the pre-qualifying criteria.

Tenderers who wish to qualify to be issued with a Stage 2 tender document will be required to comply with the following requirements:

- Meet the minimum criteria for functionality.
- Shall be registered with the Private security Industry Regulatory Authority. Proof of such registration shall accompany the tender.

#### **STAGE 2: REQUEST FOR PRICE (RFP)**

The Documents for the Stage 2 will only be supplied to qualifying bidders.

This document will consist of a three-volume procurement document with the relevant information as described in DPW-03 (EC).

DPWI will assess the suitability of the tenderers based on information submitted with the Stage 2 enquiry.

## **1.2 SECURITY CLEARANCE**

Tenderers will be required to submit the documents to be security cleared within 7 days of being requested by DPWI. Failure to submit these documents may result in the bidder being disqualified from the tendering process.

## **1.3 ACCREDITATION BY EQUIPMENT SUPPLIERS**

The Parliamentary access control and CCTV surveillance systems are based on an Axiom V access control system and Detect 11.2 software for the CCTV surveillance. This system shall continue to be used and no tender based on replacement of these systems will be considered.

Tenderers who are already accredited by these suppliers shall include proof that they are accredited installers of this software and that their staff, specifically the staff to be used on this project, have been trained and accredited by the suppliers in the use thereof. Failure to provide the information the qualifying tenderers will be expected to submit a plan for the accreditation of key staff prior to commencement of work on site.

Should this plan not be executed, DPWI will reserve the right to cancel the contract and to claim damages from the tenderer concerned to cover the costs of making a new appointment. It is stressed that pre-accreditation is not a criterion in making an appointment for this contract.

## **2 SCOPE OF WORKS REQUIREMENT – BRIEF SCOPE OF WORKS**

### **2.1 SCOPE OF PROPOSED CONTRACT**

The 36-month service contract includes the maintenance and servicing of the electronic security systems installed in the precinct. Preventative maintenance will cover the daily visual / inspection checks that all equipment at workstations, entrances, monitoring rooms and equipment rooms are satisfactorily operating and being received and monitored in the two monitoring rooms. In addition to the scheduled preventative maintenance services, the work will cover repairs in the event of equipment breakdown or malfunction to ensure continuous operational services at all times.

A separate contract with its own consultants had been registered for the replacement and upgrading of the UPS Systems, CCTV Surveillance Systems, including X-ray machines and Metal detection machines. This contract shall make provision for any preventative maintenance on these machines installed during the upgrades project mentioned above once the contract period / guarantee of the new machines has expired.

The Contractor will have the opportunity at the start of the contract to point out items which are not in perfect working order which in turn will be serviced/repared as per the relevant tendered repair rates.

The Contractor will furthermore at the start of the contract perform annual maintenance on all the installations as per the items listed in the different Technical and Particular Specifications as part of the Contractor's maintenance obligation.

The maintenance requirements are fully described in specification SA: General Maintenance. Please note that for the purposes of this RFQ, some information has been omitted from Specification SA.

The existing system includes a stand-alone network and integrated CCTV, access control and free air reader systems with associated software.

The site comprises the entire parliamentary complex and satellite buildings.

The system, for safety reasons, will interface with the fire alarm system and maintenance of such interfaces forms part of this contract.

## **2.2 MAINTENANCE ACTIVITIES**

Preventive and corrective maintenance activities include any programming, configuration, upgrade or update, adjustment, repair or replacement of any part of all supported systems (be either software, hardware or operating systems).

### **2.2.1 Preventative Maintenance Services (PM)**

Preventive Maintenance (PM) is defined as the scheduled care and servicing for the purpose of maintaining equipment and systems in satisfactory operating conditions by providing for systematic inspection, detection, and correction of failures either before they occur or before they develop into major defects. PM tasks, also known as scheduled or routine maintenance activities, are proactive measures that help prevent, predict, and minimize the risk of system, subsystem, and component failure.

- Shall include all tasks recommended by the equipment/system manufacturer, to be performed on a periodic basis, such as system inspections, routine cleaning and software updates to ensure that systems and subsystems are in proper working order.
- Shall consist of visual inspections, concise operational testing, adjustments, lubrication, cleaning, data backups, and performance verification of applications and hardware performance. Whenever possible, detected faulty components repairs will be performed during the PM Services, otherwise these tasks will be performed during Non--Emergency Corrective Maintenance Service activities.
- Shall provide for labour, consumable material, minor parts and incidental expenses.
- Shall be performed by the Service Provider's authorized technician on a schedule agreed upon by the service provider and the DPWI representative.
- The Service Provider shall provide three authorized maintenance engineer and technicians who will be dedicated to the PM services in the DPWI. The engineer and technicians will be subjected to security screening before the start of the contract and then at any period interval specified by National Treasury.
- The Service Provider shall provide a PM Services report to the DPWI representative at the completion of each task. The report shall include a description of all procedures performed and the current status of the system. The report shall also contain recommendations, if any, to enhance system performance or readiness.

### **2.2.2 Non-Emergency Corrective Maintenance Service (NECM)**

NECM is defined as the maintenance performed to correct a breakdown or failure of the system or equipment whereby the failure does not cause undue risk to personnel or property but may cause the system to operate in an inconvenient or degraded manner. A failed system or component may be detected during PM activities or may be detected by the National Treasury during normal use of the system.

- Shall include all tasks which are required to restore the system to operational status or correct a failure that has occurred or is in the process of occurring, and may consist of repair, restoration, upgrade and/or replacement of components.
- Shall consist of problem diagnosis, repair and/or replacement of faulty components, and verification of the repair action.
- Shall provide for labour, consumable material, minor parts and incidental expenses.

### **2.2.3 Emergency Corrective Maintenance Service (ECM)**

Emergency Corrective Maintenance (ECM) is defined as the maintenance performed within a pre-defined period of time to correct a breakdown or failure of the system or equipment whereby the failure may result to undue risk to personnel or property, and to the point where the system is inoperable.

- Shall include all tasks which are required to restore the system to operational status or correct failure that has occurred or is in the process of occurring, and may consist of repair, restoration and/or replacement of components.
- Shall consist of problem diagnosis, repair and/or replacement of faulty components, and verification of the repair action.
- Shall provide for labour, consumable material, minor parts and incidental expenses.
- Shall be available 24 hours a day, 7 days a week, 365 days a year, including all public holidays.
- After-hour ECM requests shall be received by the Service Provider's operation's call center clerk or dedicated maintenance technician via telephone notification from the National Treasury representative. A corrective maintenance request form will be completed for each maintenance action or work request.
- Telephone response time for after-hour ECM service shall be within four (4) hours after receipt of an ECM request. On site response time for ECM service shall be within eight (8) hours after acknowledgement of an ECM request.
- The Service Provider shall provide an ECM service report to the National Treasury representative at the completion of the task. The report shall include a description of the problem reported, the corrective action taken, and the current status of the system. The report shall also contain those measures, if any, to prevent the failure from occurring in future.

### 3 PRINCIPLES BEHIND THE EXISTING INSTALLATION

In view of the sensitive nature of this installation, and view of the fact that not all companies to whom this document will be issued will have received a security clearance, the details that follow are of necessity incomplete and will serve merely to give an idea of the scope of the project and of the type of technology employed. All relevant information and drawings will be issued with the stage 2 tender document.

- (1) Access control tokens are dual function, being equipped with active RF. transmitters that are monitored by a free air reader network, as well as passive proximity transponders for use at access control points.
- (2) The system has to cope with a large number of daily transactions. In a typical month the total number of in and out transactions have been recorded as being of the order of 160 000. This does not, of course, include the number of free air reader transactions.
- (3) Free air readers only record violations, i.e., the presence of token holders in areas for which they are not authorised. Authorised persons and readings thereof are not required to be recorded.
- (4) The system is theoretically based on a single visitor entry and control point, namely the Visitors' Centre. However, in practice visitors, particularly tour groups, are also logged on to the system, and all contractors are also logged.
- (5) X-ray machines and metal detectors are provided at each entrance to each building. Maintenance of the metal detectors and X-ray machines will be included in this contract.
- (6) At each entrance, viewing computer screens are provided, able to display to the security personnel on duty the photographs of token holders as they present their cards at the turnstile or access control door, as well as CCTV imaging of the relevant area.
- (7) CCTV monitoring cameras are located at strategic points, programmed to be activated in the event of an alarm condition being detected by the access control system. This refers to either the free air reader network or the access control system.
- (8) It must be stressed that the system currently operates as an integrated system, with links between the Axiom and Detec software such that alarms (unauthorized presence or attempts at access) trigger CCTV cameras, etc.
- (9) There are video walls in the monitoring rooms that are used to monitor the CCTV surveillance system, which is a combination of fixed cameras and strategically located dome cameras. The video walls are currently covered by a maintenance contract with the suppliers thereof. A new contract is to be entered into with the equipment supplier and administered under this contract.
- (10) Turnstiles are provided at all entrances as the preferred means of control of entry, while in some cases exit is via access-controlled doors.



#### **4 TAKING OVER FROM EXISTING CONTRACTOR**

The installation was installed by Africa Strategic Asset Protection (ASAP) who handed it over in February 2002. Nextec are currently responsible for the maintenance of the system to date. Allowances will be made in the BoQ to ensure that all equipment will be repaired to a functional state at the start of the contract.

The new contractor will have a period of 60 calendar days from date of site handover to identify any aspects of the installation which, in his opinion, are not functioning satisfactorily. Should these objections be judged reasonable by the Consulting Engineers and Departmental Representative, then the matters raised will be remedied by the upgrades contract. Once the 60 days period has elapsed, full responsibility for maintenance of the system will rest with the new contractor and no claims for additional costs arising out of rectification of perceived defects will be entertained.

#### **5 DESCRIPTION OF EXISTING INSTALLATION**

##### **5.1 SOFTWARE CURRENTLY UTILISED**

All computers' machines are running on a Windows Operating platform.

As stated above, the principal software components of the security access control system are Axiom V and Detec 11.12. These operate as an integrated system. Axiom V also includes an RF integration module.

The detailed manuals for these systems are available at Parliament and in addition full versions will be attached to the second stage tender document as appendices.

Detailed training software manuals will also be attached as appendices.

In addition, the system is also provided with Anti-virus protection, alarm monitoring software, fault reporting software and maintenance scheduling software.

##### **5.2 NETWORK CONFIGURATION AND DETAILS OF EQUIPMENT CURRENTLY INSTALLED**

The network comprises of a fibre backbone with 10Gbit HP switches.

There are two principal servers, one for the Axiom system and a DNS server, which has a fail-over backup for the CCTV (Detec) system.

### **5.3 INTEGRATION OF ACCESS CONTROL, FREE AIR READER AND CCTV SYSTEM CURRENTLY AVAILABLE**

The access control and free air monitoring systems are run off an Axiom V platform, that is integrated to the Detec software.

If a violation is detected, either of access being requested at an area where the permit holder is not authorised, or where a free air reader detects an unauthorised permit holder in the vicinity, if a CCTV camera is located to cover the location concerned, a live image can be brought up on to the screen, along with a drawing showing the area. Either or both options can be selected.

The integration software can be and has been tailored to allow the security personnel for a specific building to view violations in that building only, while the monitoring rooms have a far wider jurisdiction.

### **5.4 PRINCIPLES OF BACKUP STORAGE**

All transactions in the system are provided with backup storage facilities.

In the case of the access control and free air reader systems, these transactions are stored on the Axiom Server (bearing in mind that only violations are stored in respect of the free air readers).

Primary storage of CCTV footage takes place on the individual Detec computers, all of which are provided with sufficient hard drive capacity to store at least 30 days of transactions (bearing in mind that Detec allows for events to be stored to be defined, rather than merely storing continuous footage). The system at present set up and as scheduled allows adequate hard drive storage capacity for at least 30 days and this is kept pegged at that occurrence or incidents.

The system is equipped with a Network Assisted Storage (NAS) system to backup CCTV footage beyond the actual Detec machines to give at least 90 days of backup.

### **5.5 SYSTEM COMPONENTS IDENTIFICATION SYSTEM**

All components are identified by means of a four-part coding, details of which will be provided with the final tender document.

## **6 SPECIFIC REQUIREMENTS OF THE MAINTENANCE CONTRACT**

### **6.1 GENERAL**

During the contract period, the Contractor will be expected to do at least the following:

- Provide on-site presence during normal working hours from offices to be made available by the Department, staffed by the personnel allocated to the project.
- Perform maintenance checks on all items of equipment on a weekly basis and produce test reports countersigned by a designated person at Parliament to be substantiate having carried out these checks. The cost of these checks is to be built into the contract price.
- Arrange for the servicing of metal detectors and x-ray machines. Servicing shall be in accordance with manufacturers recommendations. A provisional sum will be allowed in the contract for the costs of spare parts for this equipment and the funds therein will be expended as an when required in terms of approved variation orders. Any such costs shall be based on costs of equipment as supplied by the agents for the equipment and shall be backed up by published price lists and proof of exchange rates at times of purchase thereof. Should spare parts no longer be available for older machines, a comprehensive report from the agent shall be submitted to the Department and a decision will need to be taken by the Department Representative on replacement of the relative machine and subsequent maintenance thereof.
- The Contractor shall within 30 days of the commencement of the maintenance contract period, submit, for approval by the Department, an updated master maintenance schedule based on equipment. The master schedule shall be calendar based, that is, normally fixed days and shall be drawn up so that maintenance shall be affected daily on an ongoing basis. This master schedule shall be revised and refined in the light of experience gained during the maintenance period and a copy of each revised master schedule shall be supplied to the Department for approval.

### **6.2 CCTV MAINTENANCE**

This work description specifically refers to the maintenance of the equipment and any removals, installations or modifications will be covered, as mentioned, by separate variation orders within the overall maintenance contract.

The contractor shall provide all the necessary tools, parts, labour, and transportation necessary to provide the maintenance service as set out below.

Maintenance of CCTV system shall be carried out in accordance to SANS:10222-5-1-2 2015 or latest.

To minimize outages and maximize the service life of the equipment, the Contractor shall perform the following tasks on a monthly basis. The maintenance schedule is to include all tools or access equipment that may be required. All tasks as set out below shall be listed in the schedule per camera or item of equipment and signed off nu the responsible technician to confirm that they have been done.

### **6.2.1 CCTV System generally**

- Inspect, test, clean and service the head-end video equipment, cabling and fibre optic transceivers.
- Inspect all monitors to ensure clarity, eliminate blooming, minimize R.F. interference and reduce the risk of burn-in by bright lights by reposition stationary ("staring") cameras.
- Inspect and test all video matrix switch functions, upgrade software as required and replace defective components as necessary.
- Inspect, test, clean and lubricate all analogue video cassette recorders.
- Clean all fibre optic connections at transceiver location and all intermediate patch panels with alcohol and reconnect. Only required if the end-to-end fibre optic testing indicates there is a problem.
- Perform an end-to-end power test of each camera location and record the results.
- Inspect the power cables, fuses, circuit breakers and lighting protection devices at each camera location.
- Inspect the camera mounts at each location, repair, or replace as needed.
- Perform a complete system check out upon completion of the PMI.

### **6.2.2 Camera Assemblies**

- Disassemble, visually inspect for cracks and corrosion, clean and repair all cameras and housing assemblies.
- Clean all contacts and connector on and inside the camera housings.
- Test and repair interior heaters.
- Replace humidity detectors with camera housings.
- Reassemble and weatherproof camera housings.

### **6.2.3 Pan / Tilt Assembles**

- Inspection of receiver / drivers, multi-conductor and coaxial cable assemblies, all plug and connectors for signs of corrosion, wear and tear and/or sun damage.
- Inspect cables and connectors and cable protection between pole and pan/tilt unit or camera enclosure for abrasions, cracks or deterioration.
- Pull down, disassemble and inspect the PTZ assembly.
- Inspect, test and replace necessary heater assemblies located inside PTZ units.
- Clean, lubricate, repair and weatherproof PTZ assembly.
- Assemble the complete camera and remount.
- Verify operation of pan/tilt, zoom and focus using appropriate tool or via control room operators. Ensure cables do not interfere with camera movement.

### **6.2.4 External Cameras**

- Check camera housings for security, damage and condition of pressure gaskets and replace if necessary.
- Clean camera housings.
- Clean camera lenses.
- Dismantle, clean out and re-grease / lubricate pan and tilt units. Checks operations. Rectify if necessary.
- Purge and re-pressurize external camera housing with dry nitrogen if required.

- Check all remotely controlled functions of cameras pan, tilt, zoom and focus etc. Rectify if necessary.
- Check camera receiver / driver for correct operation. Rectify if necessary.
- Check camera transceivers for correct operation. Rectify if necessary.
- Check security and surge protection coax, data lines and fibre optic cables. Rectify if necessary.
- Check integrity and protection of all CCTV cabling between terminal and connection points. Rectify if necessary.
- Check security, continuity and cleanliness of all coax and fibre optic cable connections. Rectify if necessary.
- Check all infra-red lighting lights up the field of view of all cameras.
- Check and test all infra-red lamps, if faulty replace lamps as required.

#### **6.2.5 Internal Cameras**

- Check cameras for security, damage, operation and condition. Rectify if necessary.
- Clean camera domes.
- Clean camera lenses.
- Check and adjust lens focus. Rectify if necessary.

#### **6.2.6 On Call Repairs**

The contractor shall remove and replace faulty equipment items with like items, and the faulty items are to be repaired if possible and held as spares.

### **6.3 ACCESS CONTROL MAINTENANCE**

To minimize outages and maximize the service life of the equipment, the Contractor shall perform the following tasks on a monthly basis. The maintenance schedule is to include all tools or access equipment that may be required.

#### **6.3.1 Access Control System generally**

- Check the number and type of readers are in accordance with the specification and any amendment.
- Confirm that there remains adequate ventilation in the area of the CPU
- Check warning labels are still in place.
- Check all cables and conduit are properly supported, undamaged and showing no signs of wear.
- Check for sound physical fixings of all equipment including loosening or corrosion of supports and fixings.
- Check all glands, seals and connections on all external equipment.
- Check if the equipment remains free from environmental problems such as dust, vibration, electrical interference etc. Clean the device where applicable.
- Check if the system remains protected against unauthorised interference, e.g. password level (s).
- Check that reader timings are within acceptable range.
- Check operation of all door fixings and furniture is satisfactory.
- Check function of all interfaces with alarms is satisfactory including correct triggering of alarms.

- Check that the performance of the system(s) continues to meet the agreed specification / operational requirement according to the periodic test scheme agreed with the customer.
- All connections checked and labelled.

#### **6.4 SYSTEMS SUPPORT ENGINEER**

The Contractor shall as part of the maintenance contract appoint a System Support Engineer to administrate the IT infrastructure of the Security and Access Control System. This Engineer is to be based on site on a full-time basis and is to be responsible to maintain the system to the benefit of the Department of Public Works and Infrastructure and the Contractor. He / she shall not be permitted to make any modifications to the system without Departmental permission. The Systems Support Engineer shall not be used for any other duties without Departmental permission.

##### **6.4.1 TECHNICAL EXPERIENCE**

The appointed Engineer shall be able to provide the following:

Desktop support:

- Desktop support within the Windows 7 Professional environment.
- Installation and configuration of management software to provide remote PC support.
- Desktop hardware support including troubleshooting and replacement of all related PC hardware components.

Server hardware support

- Quad processor servers.
- Storage systems including RAID and Storage Area Network (SAN) configurations
- Backup systems including Active Intelligent Tape (AIT) library and Network Assisted Storage (NAS) backup solutions.

Networking hardware support

- Gigabit Ethernet network cabling infrastructure.
- Gigabit Ethernet fibre cabling infrastructure.
- Gigabit and higher network switches and components

Server Software including:

- Microsoft Windows Advanced Server – high level technical support
- Microsoft SQL Server – administrative support
- Veritas Backup Exec – high level technical support

Implementation of advanced server features:

- Server clustering.
- Terminal Services.
- Configuration of storage requirements for a clustered SQL environment.
- Support for custom software.

## **7 SECRECY CLAUSES AND DOCUMENTATION REQUIREMENTS**

### **7.1 SECURITY**

All the areas covered by this contract fall within areas defined in the relevant Security and Access Acts as "Restricted Areas" and all of the provisions of these Acts will apply to this contract.

All buildings involved in this contract are subject to stringent access control for all personnel and for materials delivered to and removed from the site. In addition, all workmen and staff on site or in any way involved in this contract are subject to prior security clearance. Should any persons be employed specifically for the maintenance contract, or any new sub-contractors or suppliers be required to do any work on site, other than those previously security cleared for the main contraction project, the contractor is required to submit the names of such persons to the Protection Services Department for security clearance prior to their commencement of work on site. If any person is rejected for security reasons the contractor will be required to replace them.

Any person rejected for failing to meet the security requirements, inclusive of security clearance, wandering away from an escort or from the immediate contract area, or any misconduct on the site will immediately, without any recourse by the Contractor, be removed from site and refused re-entry to site. This refusal to site shall be in addition to any legal action the Protection Services Department may institute.

## **7.2 SAFEGUARDING OF DOCUMENTS**

This project has been classified by the authorities as 'Secret'. As such, all specifications and drawings must be kept in a safe place at all times, and under no circumstances may they be shown or distributed to parties not directly concerned with the project. All documents will be individually numbered in issue and records kept as to what documents have been issued to whom. It will be the responsibility of the contractor to ensure that drawing do not get issued to unauthorized persons, that all superseded drawings are kept in a secure place until they have been destroyed, and that current sub-contractors or suppliers must be signed for, and such sub-contractors and suppliers must also accept responsibility for the safeguarding of such documents while they are in their possession.

All documentation shall be strictly handled as set out in the NIA Minimum Information Security Standards, a copy of which shall be provided to the successful contractor at the time of site handover.

It will be main contractor's responsibility to familiarize themselves with the MISS document and make sure his personnel and sub-contractors are advised accordingly.



## 1. THE TENDER





## 1.1 TENDERING PROCEDURES



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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

<b>Project title:</b>	EXPRESSION OF INTEREST (EOI) - PARLIAMENTARY COMPLEX: HERITAGE: PREVENTATIVE AND REMEDIAL MAINTENANCE SERVICE CONTRACT OF THE ELECTRONIC SECURITY SYSTEMS WITHIN THE VARIOUS BUILDINGS NEW CONTRACT
-----------------------	---

<b>Tender no:</b>	CPT 1004/22	<b>Reference no:</b>	3/12/20/2/6
<b>Advertising date:</b>	16 September 2022	<b>Closing date:</b>	12 October 2022
<b>Closing time:</b>	11:00am	<b>Validity period:</b>	84 Calendar days

### 1. REQUIRED CIDB GRADING

It is estimated that tenderers should have a CIDB contractor grading designation of **select tender value range select class of construction works or Not applicable Not applicable\*** or higher.

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

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

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

### 2. RESPONSIVENESS CRITERIA

#### 2.1 Substantive responsiveness criteria

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

1	<input checked="" type="checkbox"/>	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	<input checked="" type="checkbox"/>	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	<input checked="" type="checkbox"/>	Use of correction fluid is prohibited.
4	<input checked="" type="checkbox"/>	Submission of (DPW-07 EC): Form of Offer and Acceptance.
5	<input checked="" type="checkbox"/>	Submission of (PA-16): Preference points claim form in terms of the Preferential Procurement Regulations 2017.
6	<input checked="" type="checkbox"/>	Submission of (PA – 36 and Annexure/s C): Declaration Certificate for Local Production and Content for designated sectors.
7	<input checked="" type="checkbox"/>	Submission of DPW-09 (EC): Particulars of Tenderer's Projects.
8	<input checked="" type="checkbox"/>	Submission of DPW-16 (EC): Site Inspection Meeting Certificate
9	<input type="checkbox"/>	Submission of record of attending compulsory virtual bid clarification / site inspection meeting.
10	<input checked="" type="checkbox"/>	Submission of DPW-21 (EC): Record of Addenda to tender documents
11	<input type="checkbox"/>	The tenderer shall submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.

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".

Tender no: CPT 1004/22

12	<input type="checkbox"/>	The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender.
13	<input type="checkbox"/>	Submission of Proof of 30% Subcontracting participation and related documents in terms of the Preferential Procurement Regulations 2017
14	<input checked="" type="checkbox"/>	Proof of PSIRA registration for the company
15	<input checked="" type="checkbox"/>	<p>Tenderers to comply with the pre-qualification criteria on paragraph 11.3 (level 1 or 2) for Preferential Procurement as follows:</p> <p>a) A valid copy of the bidder's BBB-EE certificate OR</p> <p>b) A valid copy of the bidder's "Sworn Affidavit" attested by the commissioner of Oath as prescribed by the BBB-EE Codes of Good Practice.</p> <p>The Date of deponent and date of Commissioner of Oath must correspond or be the same; financial year end must be indicated, according to The Broad-Based Black Economic Empowerment Practice Guide 01 Of 2018, Determining The Validity of a Broad-Based Black Economic Empowerment Verification Certificate, B-BBEE Certificate and Sworn Affidavit paragraph 17(i)</p> <p>c) A valid copy of BBB-EE issued by the DTI will be accepted</p> <p>d) A valid copy of a BBB-EE Verification Certificate / a sworn affidavit and a BBB-EE Certificate issued by the Companies and Intellectual Property Commission (CIPC) will be accepted</p> <p>e) A trust, consortium or joint venture must submit a consolidated BBB-EE status Level Certificates together with the bids. Failure to submit the consolidated BBB-EE will lead to disqualification of the bid.</p> <p>NB: Failure to submit any of the above will result in disqualification of bids as this is a pre-qualification criteria.</p>
16	<input type="checkbox"/>	
17	<input type="checkbox"/>	
18	<input type="checkbox"/>	

## 2.2 Administrative responsiveness criteria

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

1	<input checked="" type="checkbox"/>	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's .
2	<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	<input checked="" type="checkbox"/>	Submission of (PA-11): Bidder's disclosure.

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".

2	<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	<input checked="" type="checkbox"/>	Submission of (PA-11): Bidder's disclosure.
4	<input checked="" type="checkbox"/>	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.
5	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD).
6	<input checked="" type="checkbox"/>	Submission of DPW-15 (EC): Schedule of proposed sub-contractors
7	<input type="checkbox"/>	The tenderer shall submit his fully priced Bills of Quantities (complete document inclusive of all parts) within 14 days from request.
8	<input checked="" type="checkbox"/>	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
9	<input checked="" type="checkbox"/>	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
10	<input type="checkbox"/>	
11	<input type="checkbox"/>	

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".

Tender no: CPT 1004/22

12	<input type="checkbox"/>	
13	<input type="checkbox"/>	
14	<input type="checkbox"/>	
15	<input type="checkbox"/>	

### 3. PREQUALIFICATION CRITERIA

Preferential procurement prequalification criteria is *applicable*.

The Tenderer must comply with the following Prequalification criteria for Preferential Procurement as listed below:

<input checked="" type="checkbox"/>	A tenderer having stipulated minimum B-BBEE status level of contributor: <input checked="" type="checkbox"/> Level 1 or <input checked="" type="checkbox"/> Level 2 or <input type="checkbox"/> Level 3
<input type="checkbox"/>	<input type="checkbox"/> An EME or <input type="checkbox"/> A QSE or <input type="checkbox"/> An EME or QSE
<input type="checkbox"/>	A tenderer subcontracting a minimum of 30% to: <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are youth <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are women <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people with disabilities <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships <input type="checkbox"/> A co-operative which is at least 51% owned by black people <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are Military veterans <input type="checkbox"/> An EME or QSE

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".

Tender no: CPT 1004/22

**Functionality is applicable.**

**Note:** All bids involving the acquisition of engineering and construction works from cidb Grade 4 and above are subjected to functionality.

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

<b>Minimum functionality score to qualify for further evaluation:</b>	50
<b>Functionality criteria:</b>	<b>Weighting factor:</b>
<p><b>1. EXPERIENCE:</b></p> <p>The bidder must demonstrate adequate experience to have successfully completed comparable engineering projects to the value threshold equal or above R3 000 000 per project within the last 10 years (2012 – 2022). Only projects completed prior to the closing date will be considered.</p> <p>The bidder must attach appointment with reference letter(s) from the employer(s) with clear project description, contract period and contract value or completion certificate(s).</p> <p>The proof that the bidder provide in this category must be aligned to the list of projects submitted on the DPW-09. Failure to provide information on the DPW-09 regarding the bidder’s experience will lead to no scoring of points in this criteria. The projects listed on the DPW-09 will be used to score the bidder on quality.</p> <p>Scoring            5 plus projects = 5 points            4 projects = 4 points            3 projects = 3 points            2 projects = 2 points            1 project = 1 point</p>	35
<p><b>2. RESOURCES:</b></p> <p>The bidder must provide the following resources:            Systems Support Engineers and technicians with A+, Network+ or Server+ qualifications issued by Institutions accredited by The Computing Technology Industry Association (CompTIA).</p> <p>The bidder must submit a Curriculum Vitae (CV) and certified copies (by Commissioner of Oaths) of Qualifications.</p> <p>SCORING:</p> <p>4 or more Support Engineers and technicians or more (5 years’ experience) = 5 points            3 Support Engineers and technicians with (3 - 4 years’ experience) = 3 points            2 Support Engineers and technicians with (2 - 3 years’ experience) = 2 points</p>	35

<p><b>3. QUALITY</b></p> <p>References listed on the DPW-09 (EC) be used to obtain the quality of work.</p> <p>The bidder must forward the Quality Form (QP-01) to their referees to complete (signed and stamped), and form part of the returnable documents. No other format of quality performance will be acceptable other than Quality Form (QP-01).</p> <p>The bidder must submit a quality form for each project listed on the DPW-09. If the bidder submit more than one quality form with different ratings then the average will be used to score the bidder in this category. Failure to submit Quality Form will result to NO scoring of points in this criteria.</p> <p>5 Point = Excellent          4 Points = Good          3 Points = Satisfactory          2 Points = Fair          1 Points = Poor</p>	<p>30</p>
<p><b>Total</b></p>	<p><b>100 Points</b></p>

Tender no: CPT 1004/22

#### 4. BID EVALUATION METHOD

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

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

In case where below/above R 50 000 000 is selected, the lowest acceptable tender will be used to determine the applicable preference point system.

#### 5. 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.

##### 5.1 Technical risks:

**Criterion 1: Experience on comparable projects during the past ten (10) years.**

The tendering Service Provider's experience on comparable projects during the past ten (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.

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".

11

For Internal & External Use

Effective date: 29 Aug 2022

Page 7 of  
Version: 2022/09



Tender no: CPT 1004/22

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

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

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

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

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

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

**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.

Tender no: CPT 1004/22

## 5.2 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.

## 6. 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.

Does the project fall within any of the CPG value ranges? **No, CPGs not applicable to this project**

If "Yes", was a CPG Feasibility Study done? **No**

If "Yes" is the CPG Feasibility Study attached to the PA-01? **No**

If "No", attach separate report providing reasons as to why a feasibility study was not done and and/or not attached  
(Feasibility study is only required if the project falls within the CPG value range and construction period)

(a)	Minimum 30% Mandatory Subcontracting to SMMEs in accordance with the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017 as published in the Government Gazette Notice No. 40553 of 20 January 2017 – Condition of Tender. (Applicable to all projects above R30 Mil for all class of works categories)	<b>Not applicable</b>
(b)	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. (Applicable to projects which require 7GB or 7CE cidb grading, i.e. R20 000 001 and above with minimum 6 month construction period)	<b>Not applicable</b>
(c)	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. (Applicable to projects which require 7GB or 7CE cidb grading, i.e. R20 000 001 and above with minimum 6 month construction period)	<b>Not applicable</b>
(d)	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. (Applicable to projects which require Grade 7 to 9 cidb grading, i.e. R20 000 001 and above with minimum 12 month construction period)	<b>Not applicable</b>

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".

Page 9 of

11

For Internal & External Use

Effective date: 29 Aug 2022

Version: 2022/09



(e)	<b>cidb BUILD Programme: Minimum Targeted Enterprise Development Contract Participation Goal</b> 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. (Applicable to projects which require 7GB or 7CE cidb grading, i.e. R20 000 001 and above with minimum 6 month construction period)	<b>Not applicable</b>
(f)	<b>cidb BUILD Programme: Minimum Targeted Contract Skills Development Goal</b> in accordance with the cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 43495 of 3 July 2020, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. (Applicable to projects which require cidb Grade 7 and above for all classes of works categories, i.e. R20 000 001 and above with minimum 12 month construction period)	<b>Not applicable</b>
(g)	DPWI National Youth Service training and development programme (NYS) – Condition of Contract. (Applicable to projects with a minimum contract value of R2 Mil and minimum 12 month construction period)	<b>Not applicable</b>
(h)	Labour Intensive Works – Condition of Contract. (Applicable to all CE projects and all GB projects $\geq$ R30 million where feasible)	<b>Not applicable</b>
(i)		<b>Not applicable</b>
(j)		<b>Not applicable</b>

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".

Page 10

11

For Internal & External Use

Effective date: 29 Aug 2022

Version: 2022/09

**Tender no:** CPT 1004/22

**7. COLLECTION OF TENDER DOCUMENTS**

- Bid documents are available for free download on e-Tender portal [www.etenders.gov.za](http://www.etenders.gov.za)
- Alternatively; Bid documents may be collected during working hours at the following address  
Customs House Building, Lower Heerengracht, Foreshore, Cape Town . A non-refundable bid deposit of R 700 is payable (cash only) on collection of the bid documents.

**8. SITE INSPECTION MEETING**

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

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

<b>Venue:</b>	The Dome, 3rd Floor, Customs House Building, Lower Heerengracht, Foreshore		
<b>Virtual meeting link:</b>	Not applicable		
<b>Date:</b>	06 October 2022	<b>Starting time:</b>	11:00am

**9. ENQUIRIES**

Enquiries related to tender documents may be addressed to:

<b>DPWI Project Manager:</b>	Luthando Taleni	<b>Telephone no:</b>	021 402 2432
<b>Cellular phone no:</b>	082 957 3852	<b>Fax no:</b>	
<b>E-mail:</b>	luthando.taleni@dpw.gov.za		

**Tender no: CPT 1004/22**

**10. DEPOSIT / RETURN OF TENDER DOCUMENTS**

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

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

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

<p><b>Tender documents may be posted to:</b></p> <p>The Director-General Department of Public Works and Infrastructure Private Bag X 9027  Cape Town 8000</p> <p><b>Attention:</b> Procurement section: Room 941</p>	<p>OR</p>	<p><b>Deposited in the tender box at:</b></p> <p>Lower Heerengracht Customs House Building Foreshore</p>
--	-----------	--

**11. COMPILED BY:**

Luthando Taleni		16.09.2022
Name of Project Manager	Signature	Date

## 1.2 TENDER DATA

## DPW-03 (EC): TENDER DATA

<b>Project title:</b>	<b>EXPRESSION OF INTEREST (EOI) - PARLIAMENTARY COMPLEX: HERITAGE: PREVENTATIVE AND REMEDIAL MAINTENANCE SERVICE CONTRACT OF THE ELECTRONIC SECURITY SYSTEMS WITHIN THE VARIOUS BUILDINGS NEW CONTRACT</b>
<b>Reference no:</b>	3/12/20/2/6

<b>Tender / Quotation no:</b>	CPT 1004/22	<b>Closing date:</b>	12 October 2022
<b>Closing time:</b>	11:00am	<b>Validity period:</b>	12 Weeks (84 Calendar days)

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

Tender no: CPT 1004/22

C.1.4	The Employer's agent is:	
	Name:	<b>CSM Consulting Engineers</b>
	Capacity:	<b>Project Manager</b>
	Address:	<b>Unit 11, Melcksloot Village, De Beers Avenue, The Triangle, Somerset West</b>
	Tel:	<b>0861 878 252/071 342 1714</b>
	Fax:	<b>086 567 0205</b>
	E-mail:	<b>electrical1@csmeng.co.za</b>
C.2.1 C.3.11	<p><b>A. ELIGIBILITY IN RESPECT OF CIDB REGISTRATION:</b></p> <p>The following tenderers who are registered with the CIDB, or are *capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated (* tenderers who are capable of being so registered, or who have applied for registration but have not yet received confirmation of such registration, must provide, <u>with this tender</u>, acceptable documentary proof thereof):</p> <p>a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a <b>select tender value range select class of construction works</b> or <b>select tender value range select class of construction works**</b> class of construction work; and</p> <p>b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above: <b>Not applicable</b></p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>every member of the joint venture is registered with the CIDB;</li> <li>the lead partner has a contractor grading designation in the <b>select tender value range select class of construction works</b> or <b>Not applicable Not applicable**</b> class of construction work; and</li> <li>the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations for a <b>select tender value range select class of construction works</b> or <b>Not applicable Not applicable**</b> class of construction work</li> </ol> <p>** Delete "or select tender value range select class of construction works" where only one class of construction works is applicable</p> <p>A contract will be entered into with a tenderer who has in his employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff: <b>Not applicable</b></p>	



<p><b>B. ELIGIBILITY IN TERMS OF PRE-QUALIFICATION CRITERIA FOR PREFERENTIAL PROCUREMENT:</b></p> <table border="1"> <tr> <td colspan="2">A tenderer having stipulated minimum B-BBEE status level of contributor:</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td><input checked="" type="checkbox"/> Level 1 or <input checked="" type="checkbox"/> Level 2 or <input type="checkbox"/> Level 3</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/> An EME or <input type="checkbox"/> A QSE or <input type="checkbox"/> An EME or QSE</td> </tr> </table>		A tenderer having stipulated minimum B-BBEE status level of contributor:		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Level 1 or <input checked="" type="checkbox"/> Level 2 or <input type="checkbox"/> Level 3	<input type="checkbox"/>	<input type="checkbox"/> An EME or <input type="checkbox"/> A QSE or <input type="checkbox"/> An EME or QSE
A tenderer having stipulated minimum B-BBEE status level of contributor:							
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Level 1 or <input checked="" type="checkbox"/> Level 2 or <input type="checkbox"/> Level 3						
<input type="checkbox"/>	<input type="checkbox"/> An EME or <input type="checkbox"/> A QSE or <input type="checkbox"/> An EME or QSE						
<p><b>C. INDICATE THE FUNCTIONALITY WEIGHTING APPLICABLE TO THIS BID:</b></p> <p><b>Note:</b> All bids involving the acquisition of engineering and construction works from cidb Grade 4 and above are subjected to functionality.</p> <p><b>Note:</b> Functionality will only be applied as a prequalification criterion. Such criteria are used to establish minimum requirements where after bids will be evaluated solely on the basis of price and preference.</p> <table border="1"> <thead> <tr> <th>Functionality Criteria</th> <th>Weighting Factor</th> </tr> </thead> <tbody> <tr> <td> <p><b>1. EXPERIENCE:</b>            The bidder must demonstrate adequate experience to have successfully completed comparable engineering projects to the value threshold equal or above R3 000 000 per project within the last 10 years (2012 – 2022). Only projects completed prior to the closing date will be considered.            The bidder must attach appointment with reference letter(s) from the employer(s) with clear project description, contract period and contract value or completion certificate(s).            The proof that the bidder provide in this category must be aligned to the list of projects submitted on the DPW-09. Failure to provide information on the DPW-09 regarding the bidder's experience will lead to no scoring of points in this criteria.            The projects listed on the DPW-09 will be used to score the bidder on quality.</p> <p>Scoring            5 plus projects = 5 points            4 projects = 4 points            3 projects = 3 points            2 projects = 2 points            1 project = 1 point</p> </td> <td style="text-align: center; vertical-align: middle;">35</td> </tr> <tr> <td> <p><b>2. RESOURCES:</b>            The bidder must provide the following resources:            Systems Support Engineers and technicians with A+, Network+ or Server+ qualifications issued by Institutions accredited by The Computing Technology Industry Association (CompTIA).            The bidder must submit a Curriculum Vitae (CV) and certified copies (by Commissioner of Oaths) of Qualifications.</p> <p>SCORING:            4 or more Support Engineers and technicians or more (5 years' experience) = 5 points            3 Support Engineers and technicians with (3 - 4 years' experience) = 3 points            2 Support Engineers and technicians with (2 - 3 years' experience) = 2 points</p> </td> <td style="text-align: center; vertical-align: middle;">35</td> </tr> </tbody> </table>		Functionality Criteria	Weighting Factor	<p><b>1. EXPERIENCE:</b>            The bidder must demonstrate adequate experience to have successfully completed comparable engineering projects to the value threshold equal or above R3 000 000 per project within the last 10 years (2012 – 2022). Only projects completed prior to the closing date will be considered.            The bidder must attach appointment with reference letter(s) from the employer(s) with clear project description, contract period and contract value or completion certificate(s).            The proof that the bidder provide in this category must be aligned to the list of projects submitted on the DPW-09. Failure to provide information on the DPW-09 regarding the bidder's experience will lead to no scoring of points in this criteria.            The projects listed on the DPW-09 will be used to score the bidder on quality.</p> <p>Scoring            5 plus projects = 5 points            4 projects = 4 points            3 projects = 3 points            2 projects = 2 points            1 project = 1 point</p>	35	<p><b>2. RESOURCES:</b>            The bidder must provide the following resources:            Systems Support Engineers and technicians with A+, Network+ or Server+ qualifications issued by Institutions accredited by The Computing Technology Industry Association (CompTIA).            The bidder must submit a Curriculum Vitae (CV) and certified copies (by Commissioner of Oaths) of Qualifications.</p> <p>SCORING:            4 or more Support Engineers and technicians or more (5 years' experience) = 5 points            3 Support Engineers and technicians with (3 - 4 years' experience) = 3 points            2 Support Engineers and technicians with (2 - 3 years' experience) = 2 points</p>	35
Functionality Criteria	Weighting Factor						
<p><b>1. EXPERIENCE:</b>            The bidder must demonstrate adequate experience to have successfully completed comparable engineering projects to the value threshold equal or above R3 000 000 per project within the last 10 years (2012 – 2022). Only projects completed prior to the closing date will be considered.            The bidder must attach appointment with reference letter(s) from the employer(s) with clear project description, contract period and contract value or completion certificate(s).            The proof that the bidder provide in this category must be aligned to the list of projects submitted on the DPW-09. Failure to provide information on the DPW-09 regarding the bidder's experience will lead to no scoring of points in this criteria.            The projects listed on the DPW-09 will be used to score the bidder on quality.</p> <p>Scoring            5 plus projects = 5 points            4 projects = 4 points            3 projects = 3 points            2 projects = 2 points            1 project = 1 point</p>	35						
<p><b>2. RESOURCES:</b>            The bidder must provide the following resources:            Systems Support Engineers and technicians with A+, Network+ or Server+ qualifications issued by Institutions accredited by The Computing Technology Industry Association (CompTIA).            The bidder must submit a Curriculum Vitae (CV) and certified copies (by Commissioner of Oaths) of Qualifications.</p> <p>SCORING:            4 or more Support Engineers and technicians or more (5 years' experience) = 5 points            3 Support Engineers and technicians with (3 - 4 years' experience) = 3 points            2 Support Engineers and technicians with (2 - 3 years' experience) = 2 points</p>	35						

<p><b>3. QUALITY</b></p> <p>References listed on the DPW-09 (EC) be used to obtain the quality of work.</p> <p>The bidder must forward the Quality Form (QP-01) to their referees to complete (signed and stamped), and form part of the returnable documents. No other format of quality performance will be acceptable other than Quality Form (QP-01).</p> <p>The bidder must submit a Quality Form for each project listed on the DPW-09. If the bidder submits more than one quality form with different ratings, then the average will be used to score the bidder in this category.</p> <p>Failure to submit Quality Form will result to NO scoring of points in this criteria.</p> <p>Scoring:</p> <table data-bbox="371 757 1045 891"> <tr> <td>5 Point</td> <td>= Excellent</td> </tr> <tr> <td>4 Points</td> <td>= Good</td> </tr> <tr> <td>3 Points</td> <td>= Satisfactory</td> </tr> <tr> <td>2 Points</td> <td>= Fair</td> </tr> <tr> <td>1 Points</td> <td>= Poor</td> </tr> </table>	5 Point	= Excellent	4 Points	= Good	3 Points	= Satisfactory	2 Points	= Fair	1 Points	= Poor	<p>30</p>
5 Point	= Excellent										
4 Points	= Good										
3 Points	= Satisfactory										
2 Points	= Fair										
1 Points	= Poor										
<p><b>Total</b></p>	<p><b>100 Points</b></p>										
<p>Minimum functionality score to qualify for further evaluation:</p>	<p><b>50</b></p>										



Tender no: CPT 1004/22

**D. 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.

**D.1 Technical risks:**

**Criterion 1: Experience on comparable projects during the past ten (10) years.**

The tendering Service Provider's experience on comparable projects during the past ten (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 ten (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 ten (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;

Tender no: CPT 1004/22

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

Tender no: CPT 1004/22

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

**Tender no: CPT 1004/22**

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

## 2. RETURNABLE DOCUMENTS



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

<b>Project title:</b>	<b>EXPRESSION OF INTEREST (EOI) - PARLIAMENTARY COMPLEX: HERITAGE: PREVENTATIVE AND REMEDIAL MAINTENANCE SERVICE CONTRACT OF THE ELECTRONIC SECURITY SYSTEMS WITHIN THE VARIOUS BUILDINGS NEW CONTRACT</b>		
<b>Tender / Quotation no:</b>	CPT1004/22	<b>Reference no:</b>	3/12/20/2/6
<b>Receipt Number:</b>			

### 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	No
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 2017 (PA – 16.1)	5 Pages	Yes
Declaration Certificate for Local Production and Content for designated sectors (PA – 36 and Annexure/s C)		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	
Record of attending compulsory virtual bid clarification / site inspection meeting <i>(if applicable)</i> .	1 Page	
Record of Addenda to tender documents (DPW-21 EC)	1 Page	Yes
Proof of 30% Subcontracting participation and related documents in terms of the Preferential Procurement Regulations 2017 <i>(if applicable)</i> .		

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



Tender / Quotation no: CPT 1004/22

**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 ( <i>if applicable</i> )	-	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 .		
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. 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) ( <i>if applicable</i> )	1 Page	Yes
Particulars of Electrical Contractor (DPW-22 EC) ( <i>if applicable</i> )	1 Page	Yes
Mechanical / Electrical / Security Work material and equipment schedules ( <i>if applicable</i> )	Pages	Yes
Schedule for Imported Materials and Equipment (DPW-23 EC) ( <i>if applicable</i> )	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)	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
Fully priced and completed sectional summary- and final summary pages with the tender.	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No

Tender / Quotation no: 1004/22

Tender document name	Number of pages issued	Returnable document
	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

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

**Signed by the Tenderer**

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

## 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.

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".

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

**YES / NO**

2.2.1 If so, furnish particulars:

.....  
.....

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

**YES / NO**

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

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

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

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

This form has been aligned with SBD4

## 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:**

- 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)

- \*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			
8			
9			
10			
11			
12			
13			
14			
15			
16			



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:**

- \* Delete which is not applicable.
- NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
- 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).
- 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).
- 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)





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

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

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

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

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:**

- \* Delete which is not applicable.
- NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
- 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).
- 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).
- 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:**

- 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			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

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).

## PA16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B- BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017 AND THE AMENDED B-BBEE CODES.**

### 1. GENERAL CONDITIONS

1.1. The following preference point systems are applicable to all bids:

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

1.2. The value of this bid is estimated to **Not Exceed** R50 000 000 (all applicable taxes included) and therefore the... **80/20**.....system shall be applicable.

1.3. Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

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

	POINTS
1.3.1.1 PRICE	<b>80</b>
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	<b>20</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.4. Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5. An Exempted Micro Enterprise (EME) is only required to obtain a sworn affidavit or a certificate issued by Companies and intellectual property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.

1.6. Qualifying Small Enterprise (QSE) is only required to obtain a sworn affidavit or a certificate issued by Companies and intellectual property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.

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".

- 1.7 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.
- 1.8 CERTIFICATES ISSUED BY IRBA AND ACCOUNTING OFFICER HAVE BEEN DISCONTINUED; HOWEVER VALID CERTIFICATES ALREADY ISSUED BEFORE 01 JANUARY 2017 MAY BE USED UNTIL THEY PHASE OUT COMPLETELY BY DECEMBER 2017

## 2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** 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;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice under



Pmin = Comparative price of lowest acceptable bid

## 5. Points awarded for B-BBEE Status Level of Contribution

- 5.1 In terms of Regulation 6(2) and /or 7(2), of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.3 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.4 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.5 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

## 6. BID DECLARATION

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



**7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1**

7.1 B-BBEE Status Level of Contribution: ..... = .....(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or Sworn Affidavit for EME's and QSE's.

**8 SUB-CONTRACTING (relates to 5.5)**

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?..... %
- (ii) the name of the sub-contractor? .....
- (iii) the B-BBEE status level of the sub-contractor? .....
- (iv) whether the sub-contractor is an EME/ a QSE YES / NO (delete which is not applicable)

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**9 DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm .....

9.2 VAT registration number .....

9.3 Company registration number .....

9.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

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

9.7 Total number of years the company/firm has been in business? .....

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate/ Sworn Affidavit, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) Disqualify the person from the bidding process;
  - (b) Recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) Cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

**WITNESSES:**

1. ....

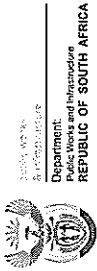
2. ....

.....

**SIGNATURE(S) OF BIDDER(S)**

DATE:..... ADDRESS:.....

.....



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

Tender no: CPT 1004/22

Name of Tenderer .....  EME<sup>1</sup>  QSE<sup>2</sup>  Non EME/QSE (tick applicable box)

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

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

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

<sup>1</sup> EME: Exempted Micro Enterprise  
<sup>2</sup> QSE: Qualifying Small Business Enterprise

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

Tender no: CPT 1004/22

**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), the Preferential Procurement Regulations, 2017, National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;
- 3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;
- 4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;
- 5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

**Signed by the Tenderer**

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



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

<b>Project title:</b>	<b>EXPRESSION OF INTEREST (EIO) - PARLIAMENT COMPLEX: HERITAGE: PREVENTATIVE AND REMEDIAL MAINTENANCE SERVICE CONTRACT OF THE ELECTRONIC SECURITY SYSTEMS WITHIN THE VARIOUS BUILDINGS NEW CONTRACT</b>		
<b>Tender no:</b>	<b>CPT 1004/22</b>	<b>Reference no:</b>	<b>3/12/20/2/6</b>

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.

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

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

**Name of organisation:**



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

Project title:	<b>EXPRESSION OF INTEREST (EIO) - PARLIAMENT COMPLEX: HERITAGE: PREVENTATIVE AND REMEDIAL MAINTENANCE SERVICE CONTRACT OF THE ELECTRONIC SECURITY SYSTEMS WITHIN THE VARIOUS BUILDINGS NEW CONTRACT</b>		
Tender / Quotation no:	CPT 1004/22	Reference no:	3/12/20/2/6
Closing date:	12 October 2022		

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

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

\_\_\_\_\_ visited the site on: **06 October 2022**

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

<b>Project title:</b>	<b>EXPRESSION OF INTEREST (EIO) - PARLIAMENT COMPLEX: HERITAGE: PREVENTATIVE AND REMEDIAL MAINTENANCE SERVICE CONTRACT OF THE ELECTRONIC SECURITY SYSTEMS WITHIN THE VARIOUS BUILDINGS NEW CONTRACT</b>		
<b>Tender / quotation no:</b>	CPT 1004/22	<b>Closing date:</b>	12/10/2022
<b>Advertising date:</b>	16/09/2022	<b>Validity period:</b>	84 calendar 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



### **3. QUALITY FORM (QP01)**



CONTRACTOR TO BE EVALUATED:

PROJECT DESCRIPTION

PARLIAMENT COMPLEX: HERITAGE: PREVENTATIVE AND REMEDIAL MAINTENANCE SERVICE CONTRACT OF THE ELECTRONIC SECURITY SYSTEMS WITHIN THE VARIOUS BUILDINGS NEW CONTRACT

Evaluation report by the employer/reference based on his/her opinion on the experience of working with the above mentioned contractor on previous or existing projects regarding quality of workmanship and management skills.

- |                                       |                                |                                |  |                                |                                     |
|---------------------------------------|--------------------------------|--------------------------------|--|--------------------------------|-------------------------------------|
| a. Quality of workmanship:            | Poor: <input type="checkbox"/> | Fair: <input type="checkbox"/> | Satisfactory: <input type="checkbox"/> | Good: <input type="checkbox"/> | Excellent: <input type="checkbox"/> |
| b. Experience on similar projects:    | Poor: <input type="checkbox"/> | Fair: <input type="checkbox"/> | Satisfactory: <input type="checkbox"/> | Good: <input type="checkbox"/> | Excellent: <input type="checkbox"/> |
| c. Technical knowledge:               | Poor: <input type="checkbox"/> | Fair: <input type="checkbox"/> | Satisfactory: <input type="checkbox"/> | Good: <input type="checkbox"/> | Excellent: <input type="checkbox"/> |
| d. Site management:                   | Poor: <input type="checkbox"/> | Fair: <input type="checkbox"/> | Satisfactory: <input type="checkbox"/> | Good: <input type="checkbox"/> | Excellent: <input type="checkbox"/> |
| e. Communication:                     | Poor: <input type="checkbox"/> | Fair: <input type="checkbox"/> | Satisfactory: <input type="checkbox"/> | Good: <input type="checkbox"/> | Excellent: <input type="checkbox"/> |
| f. Resources on site:                 | Poor: <input type="checkbox"/> | Fair: <input type="checkbox"/> | Satisfactory: <input type="checkbox"/> | Good: <input type="checkbox"/> | Excellent: <input type="checkbox"/> |
| g. Programme management: (in time...) | Poor: <input type="checkbox"/> | Fair: <input type="checkbox"/> | Satisfactory: <input type="checkbox"/> | Good: <input type="checkbox"/> | Excellent: <input type="checkbox"/> |
| h. Payments to sub-contractors:       | Poor: <input type="checkbox"/> | Fair: <input type="checkbox"/> | Satisfactory: <input type="checkbox"/> | Good: <input type="checkbox"/> | Excellent: <input type="checkbox"/> |
| i. Response to contract instructions: | Poor: <input type="checkbox"/> | Fair: <input type="checkbox"/> | Satisfactory: <input type="checkbox"/> | Good: <input type="checkbox"/> | Excellent: <input type="checkbox"/> |
| j. Response to defects:               | Poor: <input type="checkbox"/> | Fair: <input type="checkbox"/> | Satisfactory: <input type="checkbox"/> | Good: <input type="checkbox"/> | Excellent: <input type="checkbox"/> |

NOTE: THIS FORM MAYBE DUPLICATED BY THE BIDDER TO OBTAIN REFERENCES FROM YOUR CLIENTS FOR THE PROJECTS THE BIDDER LISTED IN THE ABOVE DPW-09(EC) AND MUST BE FULLY COMPLETED SIGNED AND STMPED BY THE CLIENT OF THE BIDDER FOR SPECIFIC PROJECTS MENTIONED.

NAME OF CLIENT REPRESENTATIVE : \_\_\_\_\_

DESIGNATION : \_\_\_\_\_

CONTACT DETAILS : \_\_\_\_\_

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

STAMP:

DPW-21 (EC): Record of addenda to tender documents

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

<b>Project title:</b>	EXPRESSION OF INTEREST (EIO) - PARLIAMENT COMPLEX: HERITAGE: PREVENTATIVE AND REMEDIAL MAINTENANCE SERVICE CONTRACT OF THE ELECTRONIC SECURITY SYSTEMS WITHIN THE VARIOUS BUILDINGS NEW CONTRACT		
<b>Tender no:</b>	CPT 1004/22	<b>Reference no:</b>	3/12/20/2/6

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.		

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

#### **4. SCOPE OF WORKS (PG01)**

## PG-01.1 (EC) SCOPE OF WORKS – (GCC (2010) 2<sup>nd</sup> EDITION: 2010)

Project title:	<b>EXPRESSION OF INTEREST (E0) – PARLIAMENT COMPLEX: HERITAGE: PREVENTATIVE AND REMEDIAL MAINTENANCE SERVICE CONTRACT OF THE ELECTRONIC SECURITY SYSTEMS WITHIN THE VARIOUS BUILDINGS NEW CONTRACT</b>		
Tender no:	CPT 1004/22	Reference no:	3/12/20/2/6

### C3. Scope of Works – Refer to Annexure A.

#### CONTENTS

#### C3.1 STANDARD SPECIFICATIONS

#### C3.2 PROJECT SPECIFICATIONS

##### A: GENERAL

- PS-1 PROJECT DESCRIPTION
- PS-2 DESCRIPTION OF SITE AND ACCESS
- PS-3 DETAILS OF CONTRACT
- PS-4 CONSTRUCTION AND MANAGEMENT REQUIREMENTS
- PS-5 CONSTRUCTION PROGRAMME
- PS-6 SITE FACILITIES AVAILABLE
- PS-7 SITE FACILITIES REQUIRED
- PS-8 REQUIREMENTS FOR ACCOMMODATION OF TRAFFIC
- PS-9 OCCUPATIONAL HEALTH AND SAFETY
- PS-10 ADVERSE WEATHER CONDITIONS

##### B: AMENDMENTS TO THE PARTICULAR SPECIFICATIONS N/A

#### C3.3 PARTICULAR SPECIFICATIONS N/A

#### C3.4 STANDARD SPECIFICATIONS:

The standard specifications on which this contract is based are the **South African Bureau of Standards Standardized Specifications for Civil Engineering Construction SABS 1200**. *(Note to compiler. "SABS" has been changed to "SANS"; the SABS 1200 specifications are due to be replaced in the foreseeable future by SANS 2100)*

Although not bound in nor issued with this Document, the following Sections of the Standardized Specifications of SABS 1200 shall form part of this Contract:

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.

Part1 A contains a general description of the works, the site and the requirements to be met.

Part B contains variations, amendments and additions to the Standardized Specifications and, if applicable, the Particular Specifications.

In the event of any discrepancy between a part or parts of the Standardised of Particular Specifications and the Project Specification, the Project Specification shall take precedence. In the event of a discrepancy between the specifications, (including the Project Specifications) and the drawings and / or the Bill of Quantities, the discrepancy shall be resolved by the Engineer before the execution of the work under the relevant item.

#### 3.5.1 GENERAL

##### PS-1 PROJECT DESCRIPTION:

EXPRESSION OF INTEREST (E0I) – PARLIAMENT COMPLEX: HERITAGE: PREVENTATIVE AND REMEDIAL MAINTENANCE SERVICE CONTRACT OF THE ELECTRONIC SECURITY SYSTEMS WITHIN THE VARIOUS BUILDINGS NEW CONTRACT

#### 3.5.2 AMENDMENTS TO THE STANDARD AND PARTICULAR SPECIFICATION:

N/A

#### 3.5.3 PARTICULAR SPECIFICATIONS:

N/A

#### C3.6 STANDARD MINIMUM REQUIREMENTS

In terms of section 5(2) of the Construction Industry Development Board Act, 2000 (Act no. 38 of 2000) (the Act), the Construction Industry Development Board is empowered to establish and promote best practice standards, Standard Requirements and Guidelines which includes the following but not limited to:

C3.6.1 cidb Best Practice: Green Building Certification, No. 34158 Government Gazette, 1 April 2011

C3.6.2 cidb Standard for Developing Skills through Infrastructure Contracts, No. 36760 Government Gazette, 23 August 2013

C3.6.3 cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013

C3.6.4 Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017, No. 40553 Government Gazette, 20 January 2017

C3.6.5 cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts, No. 41237 Government Gazette, 10 November 2017

C3.6.6 cidb Standard for Minimum Requirements for Engaging Contractors and Sub-Contractors on Construction Works Contracts, No. 41237 Government Gazette, 10 November 2017

C3.6.7 cidb Standard for Minimum Requirements for Engaging Contractors and Sub- Contractors on Construction Works Contracts, No. 42021 Government Gazette, 9 November 2018

C3.6.8 cidb Standard for Developing Skills through Infrastructure Contracts, No. 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 Thirty Percent (30%) Mandatory Sub-contracting Contract Participation Goal

##### **MINIMUM THIRTY PERCENT (30%) MANDATORY SUBCONTRACTING TO SMMEs: IMPLEMENTATION OF PREFERENTIAL PROCUREMENT REGULATIONS 2017**

**30% Mandatory subcontracting 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 Enterprises (SMME's) in executing this contract, irrespective whether the 30% Participation Goal is applicable or not.

The thirty percent (30%) mandatory Sub-contracting shall be achieved in the execution of the contract. in terms of in accordance with the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017 as published in the Government Gazette Notice No. 40553 of 20 January 2017.

- (a) SMME's involvement of at least five percent (5%) of the tender amount at the time of tender to be sourced from within 50km radius of the project site with the intention to maximize use of local SMMEs within "Insert Ward/s, Municipal District, Town, City, Province",
- (b) SMME's involvement of at least twenty five percent (25%) of the Tender Value to be sourced from within 250km radius of the project site.

Bidders are cautioned not to under-price items earmarked to be executed by SMMEs as adjustment to too low rates will not be entertained by the Employer.

Bidders to sub-contract a minimum of thirty percent (30%) of the tender amount including VAT at the time of tender (All inclusive, Including VAT). to any one or more of the following categories:

- a. An EME or QSE
- b. An EME or QSE which is at least 51% owned by black people
- c. An EME or QSE which is at least 51% owned by black people who are youth
- d. An EME or QSE which is at least 51% owned by black people who are women
- e. An EME or QSE which is at least 51% owned by black people with disabilities
- f. An EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships
- g. A co-operative which is at least 51% owned by black people
- h. An EME or QSE which is at least 51% owned by black people who are Military veterans
- i. More than one of the categories referred to in paragraphs (a) to (h).

Bidders to refer to the CSD for a list of prospective sub-contractors provided with the tender. The bidder to refer to the CSD website should the list provided be insufficient.

##### **Bidders must ensure that the sub-contractors conform to the following:**

- a. Possess relevant accreditation where applicable;
- b. Be registered with relevant bodies (CIDB, various Councils, etc.) where applicable;
- c. Possess necessary capabilities to deliver the sub-contracted work;
- d. Meet the requirements in terms of the stipulated designated groups; and
- e. Geographical located at the place where the project will be delivered. Geographical location

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".

must be determined using the following criteria:

- Relevant Ward. If not available;
- Relevant neighbouring Wards. If not available;
- Relevant Local Municipality. If not available;
- Relevant District Municipality. If not available;
- Relevant Metro. If not available;
- Relevant Province. If not available;
- Relevant Neighbouring Province. And If not available;
- Anywhere within the borders of South Africa .

It is the bidder's responsibility to source alternative SMMEs should the parties with whom agreements were entered into at the time of tendering either no longer exist or do not perform or render work of an acceptable standard, subject to the approval by the Employer. Failure to achieve the minimum thirty percent (30%) SMME participation based on the tender amount including VAT, will result in a two percent (2%) penalty on the amount of work on which there is no compliance (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.

### C3.7.2 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 in "Insert 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 nonavailability 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 2% of the total value of materials purchased including VAT to be sourced from within 50km radius of the project site,
- (e) Material of at least 8% of the total value of materials purchased including VAT to be sourced from within 250km radius of the project site.

Failure to achieve the minimum ten percent (10%) Targeted Local Material Manufacturer participation expressed as a percentage of the original tender amount, excluding allowances and VAT, will result in a two percent (2%) 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.

Example: Total material to be purchased from local manufacturers = R 10 Million and only achieved a R8 Million CPG then the penalty = R2 Million x 2%. 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 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

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

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

Preference shall be given to the local material suppliers in the “Insert 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 none availability of such materials shall not adversely affect the desired progress of the specific works,
- (c) The use of such suppliers shall not constitute grounds for any claim for increased cost in respect thereof,
- (d) Materials of at least two percent (2%) of the total value of materials purchased including VAT to be sourced from within 50km of the project site,
- (e) Material of at least eight percent (8%) of the total value of materials purchased including VAT to be sourced from within 250km of the project site.

Failure to achieve the minimum ten percent (10%) Targeted Local Material Manufacturer participation expressed as a percentage of the original tender amount, excluding allowances and VAT, will result in a two percent (2%) 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.

Example: Total material to be purchased from local manufacturers = R 10 Million and only achieved a R8 Million CPG then the penalty = R2 Million x 2%. 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 Minimum Targeted Local Labour Skills Development Contract Participation Goal**

***The Minimum Targeted Local Labour Skills Development CPG is “not applicable” 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. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract..

Targeted labour: individuals who:

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

Adapted from SANS 10845-7:2015, definition 2.12

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

Contract participation goals for semi-skilled and unskilled labour shall be limited to on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract and in a manner that does not compromise worker health and safety. In the case of targeted labour, the certification of records shall be in accordance with SANS 10845-8.

Beneficiaries will be sourced from the “Insert Ward/s, Municipal District, Town, City, Province”. 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 thirty percent (30%) penalty of the total labour cost based on labour rates per day of the number of working days not achieved, excluding VAT, for noncompliance, 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.

#### **C3.7.5 CIDB BUILD PROGRAMME: Minimum Targeted Enterprise Development Contract Participation Goal**

***The Minimum Targeted Enterprise Development CPG is insert “apliacble” or “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.

### **C3.7.5 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 bidder shall submit monthly reports in terms of monthly achievement and accumulative targets achieved including audited supporting documentation to the Employer's Representative.

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 lead partner or main contractor shall dedicate a minimum five percent (5%) of total project value 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. eg General Building, Electrical, Mechanical, Plumbing, etc. It could be either just one or any combination of all) Enterprises.

Provision for pricing of compliance with the aforementioned is made in the preliminaries and it is explicitly pointed out that all requirement in respect of the aforementioned are deemed to be priced thereunder and no additional claims in this regard shall be entertained.

#### **C3.7.5.1 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.

#### C3.7.5.2 Management

The contractor shall provide a competent person/s to provide internal mentorship to the Targeted Enterprise/s in the two agreed developmental areas.

#### C3.7.5.3 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
- Provision for pricing of compliance with the aforementioned is made in the preliminaries and it is explicitly pointed out that all requirement in respect of the aforementioned are deemed to be priced thereunder and no additional claims in this regard shall be entertained.
- National Diploma or B Degree in the Built Environment or Business Management

#### C3.7.5.4 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)*.

#### C3.7.5.5 The Key Personal

The contractor shall appoint an Enterprise Development Co-ordinator and a competent person/s to provide internal mentorship.

#### C3.7.5.6 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.

#### C3.7.5.7 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

#### C3.7.5.8 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.

#### C3.7.5.9 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.

#### C3.7.5.10 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)

#### 3.7.6 **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 43495 of 3 July 2020, as amended in 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.

#### C3.7.6.1 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;

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”.

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
<b>Method 1</b>					
Occupational qualification	R7 000	R0	R9 000	R16 000	R9 000
<b>Method 2</b>					
TVET College graduates	R14 000	R0	R9 000	R23 000	N/A
Apprenticeship	R14 000	R0	R12 000	R26 000	R12 000
<b>Method 3</b>					
P1 and P2 learners	R24 000	R20 000	R4 500	R48 500	N/A
<b>Method 4</b>					
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) 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 (insert percentage number) from eligible part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates (delete that which is not applicable) 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 (Insert number) Occupational qualifications, trade qualification, work integrated learners – P1 and P2 learners, professional candidates (Delete that which is not applicable).

C3.7.6.2 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 of part/full occupational qualification learner, trade qualification learner, work integrated learner, candidate (delete that which is not applicable) 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.

Note to PM: Note to PM: A feasibility study must be undertaken at project level to verify that the contract participation goal can realistically be achieved within the targeted area. Such feasibility study shall be included in the contract data. Guidelines for undertaking a feasibility study are given in Appendix A of Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts No. 41237 GOVERNMENT GAZETTE,10 November 2017

### **C3.7.7 NATIONAL YOUTH SERVICE TRAINING AND DEVELOPMENT PROGRAMME (NYS)**

**The National Youth Service Training and Development Programme *insert "applicable" or "not 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.

### **C3.7.8 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 twenty percent (20%) 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

### C3.7.8.1 GENERIC LABOUR-INTENSIVE SPECIFICATION

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

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

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

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

**Precedence**

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

**Hand excavateable material**

Hand excavateable material is:

**a) granular materials:**

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

**b) cohesive materials:**

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

**Note**

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

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

<b>Table 2: Consistency of materials when profiled</b>			
<b>GRANULAR MATERIALS</b>		<b>COHESIVE MATERIALS</b>	
<b>CONSISTENCY</b>	<b>DESCRIPTION</b>	<b>CONSISTENCY</b>	<b>DESCRIPTION</b>
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**

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".



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 to 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.



**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.

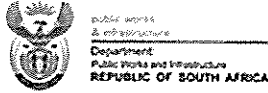
**C.3.9 Submission of Monthly Local Material Utilisation Report (Local Content)**

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.

## 5. SITE INFORMATION (PG-03.1)

Confidential - External



### PG-03.1 (EC) SITE INFORMATION – GCC (2010) 2<sup>nd</sup> Edition 2010

<b>Project title:</b>	<i>EXPRESSION OF INTEREST (E0) – PARLIAMENT COMPLEX: HERITAGE: PREVENTATIVE AND REMEDIAL MAINTENANCE SERVICE CONTRACT OF THE ELECTRONIC SECURITY SYSTEMS WITHIN THE VARIOUS BUILDINGS NEW CONTRACT</i>		
<b>Tender no:</b>	<i>CPT 1004/22</i>	<b>WCS no:</b>	<b>Reference no:</b> <i>3/12/20/2/6</i>

**C4 Site Information – Refer to Annexure A (Part SA.5)**

**ANNEXURE A – SPECIFICATION SA**

**PORTION 3: ADDITIONAL SPECIFICATIONS****ADDITIONAL SPECIFICATION****SA GENERAL MAINTENANCE****CONTENTS**

SA 01	SCOPE
SA 02	MAINTENANCE REQUIREMENTS
SA 03	MAINTENANCE CONTROL
SA 04	COMMUNICATION
SA 05	PERFORMANCE MEASUREMENT
SA 06	MEASUREMENT AND PAYMENT

**SA 01 SCOPE**

Maintenance of the specified systems, services and/or parts of buildings and infrastructure shall all be referred to as "Maintenance of an Installation". Maintenance of all completed installations shall ensure reliable functioning and optimum service life thereof. Monthly maintenance responsibilities for each installation including all units and components as specified shall commence with access to the Site.

Maintenance of an installation shall be performed in accordance with the Technical and Particular Specifications, the Operating and Maintenance Manuals (where applicable) and the Maintenance Control Plan.

Remuneration for maintaining "installations" (systems, services and/or equipment and parts of the infrastructure) in good functional condition is provided for in the Schedules of Quantities by means of monthly payment items.

This Additional Specification covers maintenance requirements, development of a maintenance control plan, identification of equipment, site maintenance administration, maintenance performance measurement, as well as the items for measurement of the Contractor's service level and resulting payment.

The 36-month service contract includes the maintenance and servicing of the electronic security systems installed in the precinct. Preventative maintenance will cover the daily visual / inspection checks that all equipment at workstations, entrances, monitoring rooms and equipment rooms are satisfactorily operating and being received and monitored in the two monitoring rooms. In addition to the scheduled preventative maintenance services, the work will cover repairs in the event of equipment breakdown or malfunction to ensure continuous operational services at all times.

A separate contract with its own consultants had been registered for the replacement and upgrading of the UPS Systems, CCTV Surveillance Systems, including X-ray machines and Metal detection machines. This contract shall make provision for any preventative maintenance on these machines installed during the upgrades project mentioned above once the contract period / guarantee of the new machines has expired.

The Contractor will have the opportunity at the start of the contract to point out items which are not in perfect working order which in turn will be serviced/repaired as per the relevant tendered repair rates.

The Contractor will further more at the start of the contract perform annual maintenance on all the installations as per the items listed in the different Technical and Particular Specifications as part of the Contractor's maintenance obligation.



**SA 02      MAINTENANCE REQUIREMENTS****SA 02.01      CONTRACTOR'S RESPONSIBILITIES**

The Contractor shall maintain the complete installations for the 36-month Contract period.

Maintenance implies and shall include monthly preventative maintenance, corrective maintenance, as well as breakdown maintenance on all components of the specified installations.

The maintenance control plan (specified in Clause SA 03) will be developed by the Contractor, to schedule the frequency of routine inspections and format of reports. The Contractor shall carry out inspections on the equipment as detailed in the Technical and Particular Specifications and the maintenance control plan. Each inspection, test or breakdown shall be recorded in an approved format and listed in a quarterly report (part of the maintenance control plan).

As part of repair of each installation, the Contractor shall submit a set of Operating and Maintenance Manuals where applicable. The Contractor shall ensure through training that the operating and maintenance personnel are conversant with the instructions as presented in the Operating and Maintenance Manuals. Continued training shall be included in the scope of maintenance work for the duration of the 36-month Contract, in accordance with Additional Specification SD: General Training.

The Operating and Maintenance Manuals, as approved by the Engineer, shall be used as a basis of preventative maintenance. The Contractor shall perform all preventative and corrective maintenance as described in the Operating and Maintenance Manuals. This shall be in accordance with the Technical and Particular Specifications.

The Contractor shall, as part of his maintenance responsibilities repair or replace faulty equipment upon logging of a breakdown, within the down-time as defined in Clause SA 05.02 at the Contractor's cost, except in the event of replacement being labelled as exceeding liability as specified in Clause 63 of the Project Specific Conditions of Contract, in which case the Department of Public Works will bear part of the costs.

The Contractor shall rectify any faulty condition of which he becomes aware, even if it has not been logged. Such rectification shall also be logged and listed in the quarterly report.

**SA 02.02      CONDITIONS FOR EXCEEDING THE CONTRACTOR'S LIABILITY DUE TO OPERATIONAL DAMAGE BREAKDOWNS**

Irrespective the definition of operational damage given in the Oxford dictionary, it shall be defined for the purpose of this clause as being any damage caused on purpose or through negligence by the User Client's employees, visitors (where applicable), suppliers, subcontractors, etc for any reason whatsoever. For the purpose of this clause, operational damage and vandalism shall have the same meaning. Where repair work is necessitated as a result of operational damage caused by User Clients or their associates, the Contractor will be requested to:

- (a) perform work, using tendered rates for the supply, delivery and installation of material forming part of the repair work schedule, within the maximum down-time allowed for operational damage, where the Engineer rules that the damage has been caused by incorrect operation;

- (b) submit one (1) quotation for repair and/or replacement of the damaged unit, where tendered rates are not available and where the Engineer rules that the damage has been caused by incorrect operation;
- (c) perform the work on receipt of an order from the Engineer, within the time offered as part of the quotation, and
- (d) notify the Engineer well in advance of completion of the repair work in order to enable inspection.

The responsibility of determining whether damage to the installation was caused by people other than employees or associates of the Contractor shall rest with the Engineer.

Damage caused by the employees, suppliers, subcontractors, etc of the Contractor, shall be repaired by the Contractor at his own cost.

#### SA 02.03

#### **CONDITIONS FOR EXCEEDING THE CONTRACTOR'S LIABILITY ABOVE MARGINAL BREAKDOWN COST**

In the event where the cost for the repair or replacement of any single component/subassembly where a breakdown has occurred due to a single failure, or where the cost for replacing a single item of equipment completely, exceeds the value of R15,000.00 (transport, accommodation and travelling cost excluded), the liability of the Contractor is limited to the value of R15,000.00. The additional cost above the value of R15,000.00 will be paid for by the Employer provided that conditions 1, 2 and 3 below have been met.

1. The defective part/component/subassembly or machine must be identifiable as a single subassembly or component and not the total of a number of small defects or breakdowns on subassemblies/components on any one or more machines.

Examples of subassemblies/components are the following:

- (a) Should the camera, monitor, or recording system fail, it must be removed for repairs and the cost for the repairs on the complete camera will be regarded as repairs on a single subassembly/component.
- (b) A camera, recording system, monitor, or video management software as a whole is regarded as a single component.
- (c) Metal detector, x-ray machine as a whole shall be regarded as a single component
- (d) Door access control reader, reader controller, central processor, barrier, access card, power unit, system software, or signaling interface shall be regarded as a single component.
- (e) System UPS shall be regarded as a single component.
- (f) Control equipment for the control of a single item, with the sensing device, the controller itself and the final controlled variable are regarded as a single component of the system. The repairs on any one item on a controller have an influence on the rest of the control equipment and must after the replacement be commissioned again as a unit.

2. The Contractor shall submit a written report to the Engineer for approval. This report shall contain the following information:
  - (a) The make and model number of the machine serviced/inspected/ repaired/replaced;
  - (b) The identification number of the machine;
  - (c) A description or name and part number of the defective part/component or subassembly;
  - (d) A statement on whether the component could be repaired, together with a cost estimate;
  - (e) A quotation valid for a minimum period of 60 days if the component/part/subassembly has to be replaced or repaired by an outside firm. If the subassembly/machine is to be repaired or replaced by an outside company, the Contractor shall supply one (1) quotation for such parts/repairs or a quotation from any sole supplier. Only an original quotation will be accepted. The mark-up on such work shall be a percentage as tendered and shall be applicable to the total cost (VAT excluded) of repair work by outside companies;
  - (f) The expected urgency for the replacement or repairs, and
  - (g) The delivery time of a new component/subassembly/machine or delivery times on spares required to repair the defective component/ subassembly.
3. A written approval to proceed with the work must be issued by the Department. Copies of the original VAT invoices from outside companies for all repairs or spare parts supplied must be attached to the Contractor's invoice.

**SA 02.04****EMERGENCY BREAKDOWN REPAIR VISIT**

Whenever an emergency breakdown is logged at a site where no access has been given the Contractor, an "emergency breakdown repair visit" shall be carried out by the Contractor to attend to the repair of the emergency breakdown within 24 hours after it was logged with the Contractor.

Remuneration for the material and labour required to attend to repair of the emergency breakdown shall be deemed included in the payment item for maintenance of an installation based on a point system and measured monthly. Payment for the "emergency breakdown repair visit" will be measured separately in the schedule of quantities to cover the cost of the call-out, in terms of travel and accommodation cost, including travel time and any other cost associated with the call-out.

The Contractor will not be remunerated for emergency breakdown repair visits once the specific installation or site has been completed (Completion Certified). The contractor will be remunerated for maintenance and attending to emergency breakdowns as per his payment item for maintenance of a completed installation based on a point system as measured monthly.

**SA 02.04****COMPONENTS INCLUDED IN MAINTENANCE SCOPE**

The main sections of a facility with their subsections are as set out in the Technical Specifications and Particular Specifications where applicable and in the Schedule of Quantities and will each be deemed "an installation". Maintenance, as specified, will be applicable to all of the installations in the buildings mentioned in Table 1.

Table 1

Building Name
Tuynhuis
Good Hope Building
Gardener's Cottage
National Assembly
Link Building
Old Assembly
National Council of Provinces Building (NCOP)
Marks Building
90 Plain st. Building
100 Plain St.
120 Plain St.
Swan's Garage
Library Restoration Unit,(NCOP)
Parliament Towers Building ,
Belvedere Building
Precincts Grounds (outdoor)
Africa House
Garmor House
Conservation
Stalplein Garage

SA.1

This page is ommitted for security reasons

**SA 02.05**      **COMMENCEMENT OF MAINTENANCE PERIOD**

Maintenance responsibilities for an installation prior to practical completion of repair work shall include maintenance of all individual units, equipment or components thereof, for which no repair work is required (as per the contract document) or for which the repair work has not yet started, and shall commence with access to the installation.

Where access to an installation with a view to commence repair work is delayed, then the maintenance responsibilities which in such cases will consist of keeping the installation in the condition it is in, shall commence immediately at the start of the Contract.

Such maintenance before access is obtained, shall consist for example of fixing leaks without replacing pipework or opening a blocked pipeline without further altering or inspecting such pipes.

The Contractor shall accept full maintenance responsibilities for each completed installation upon issue of a Certificate of Practical Completion for repair work of that installation.

The preliminary construction programme differentiates between commencement of maintenance on various installations.

**SA 02.06**      **PREVENTATIVE MAINTENANCE: DEFINITION**

This entails the rendering of services and servicing of equipment according to a predetermined maintenance control plan to:

- (a) replace and service components of equipment, units or parts thereof for each installation at prescheduled moments regardless of condition;
- (b) readjust, reset, clean, corrosion protect all components of equipment, units or parts thereof for each installation, and
- (c) carry out all implied actions to maintain installations in their present functional condition.

Preventative maintenance shall be aimed at minimisation of breakdowns.

**SA 02.07**      **CORRECTIVE MAINTENANCE: DEFINITION**

This entails regular observation of the equipment, identifying pending breakdowns, maladjustment or anomalies of equipment, units or parts of installations and subsequent action to restore installations to the functional condition as before the breakdown.

**SA 02.08**      **BREAKDOWN MAINTENANCE: DEFINITION**

This entails repair and/or replacement of defective equipment, units or parts of installations following a breakdown that leaves the installation inoperable or unsafe,

and subsequent action to restore installations to their normal functional condition, within the maximum down-time allowed.

**SA 02.08 OPERATIONAL DAMAGE BREAKDOWN MAINTENANCE: DEFINITION**

This entails repair and/or replacement of defective or damaged equipment, units or parts of installations following a breakdown that leaves the installation inoperable or unsafe, and subsequent action to restore installations to their normal functional condition, within the maximum down-time allowed.

Typical examples of "operational damage breakdown visits" would be:

- A Breakdown of any structural items such as locks, window handles and stays, windows, doors and any other structural related items.
- A Breakdown of any plumbing, drainage or sanitary ware related items.
- A Breakdown of any electrical related items.
- Any other damaged items not caused by normal wear and tear.

**SA 02.09 SITE MAINTENANCE RECORD KEEPING**

The Contractor shall provide and maintain hard-cover A4 maintenance files for each installation for the duration of the Contract. All schedules, checklists, breakdown reports, preventative maintenance records, component replacement records and quarterly reports shall be filed, together with information regarding repairs exceeding the Contractor's liability, as set out in SA 02.02 and SA 02.03.

Site maintenance records shall be submitted at each monthly meeting.

**SA 02.10 SUPPLY OF LABOUR, EQUIPMENT AND MATERIAL**

**SA 02.10.01 Labour**

Competent personnel that have been trained by the Contractor, in accordance with Additional Specification SD: General Training shall execute all maintenance work.

**SA 02.10.02 Equipment**

All tools and equipment required for maintenance work shall be supplied by the Contractor at his cost (except where otherwise provided).

**SA 02.10.03 Material**

All material, spare parts, components, equipment and appurtenances necessary for the complete maintenance of each installation shall be supplied and installed by the Contractor at his cost, to a maximum value per part/subassembly as specified in the Special Conditions of Contract for exceeding Contractor's Liability.

Materials as provided for in the Schedule of Quantities, shall be supplied and delivered by the Contractor at the tendered rates upon order of the Engineer only, and shall be free-issued to the User Client for own use. The Contractor shall inform the Engineer of all scheduled deliveries to arrange official hand-over with the User Client.

**SA 02.11 IDENTIFICATION OF EQUIPMENT**

A unique identification number will be allocated only to each mechanical equipment item forming part of the installation. This identification number will be allocated and administered in collaboration with the User Client and must be described in the maintenance control plan.

Reference shall be made to identification numbers in the maintenance control plan, operating and maintenance manuals and during all maintenance activities, including the logging of breakdowns and other correspondence. Identification numbers shall also be indicated on as-built drawings.

**SA 03 MAINTENANCE CONTROL**

**SA 03.01 SCOPE**

Maintenance quality control shall be the responsibility of the Contractor. The Contractor shall introduce a maintenance control plan to assist him in ensuring that preventative, corrective and breakdown maintenance are performed as described in the operating and maintenance manuals and Technical and Particular Specifications.

**SA 03.02 PRELIMINARY MAINTENANCE CONTROL PLAN**

A preliminary version of the maintenance control plan shall be submitted with the programme and the framework of the preliminary version shall be as close as possible to that of the final maintenance control plan as specified in SA 03.03 below. Detail contained in this preliminary maintenance control plan shall include:

- (a) Actual time that a representative of the Contractor will be present on Site for the duration of the maintenance period;
- (b) the scope and frequency of routine inspections
- (c) repair methodology
- (d) details of training plan to be implemented in accordance with Additional Specification SD

**SA 03.03 MAINTENANCE CONTROL PLAN**

- (a) The maintenance control plan shall be based on the Contractor's preliminary maintenance control plan, and shall be bound in a neat, A4-sized, ring-bound document with a cover page and back cover. The contents of the document shall be indexed.

In drawing up the document, the Contractor may reproduce relevant paragraphs and clauses from any of the specifications forming part of the Contract documents, but should there be any discrepancies between such clauses and paragraphs in the maintenance control plan and those in the Contract documents, those in the Contract documents shall be regarded as being correct and shall apply.

- (b) To ensure that the Engineer is satisfied that the Contractor understands the purpose and advantage of carrying out maintenance work according to a maintenance control plan he shall, as an introduction to the control plan document, set out his views as to what he believes the implementation of a maintenance control plan will achieve.
- (c) The maintenance control plan shall also contain the following:
  - (i) A summary of the repair and maintenance work to be carried out under the Contract giving details of the conditions of the various installations at the facility(ies) affected by the activities under the Contract. The Contractor shall bear in mind that maintenance work may have to be carried out before the repair phase of the installation has been entirely completed and



the summary mentioned above shall therefore differentiate between maintenance work before and after the repair phase has been completed.

- (ii) Details of how the Contractor intends to carry out the various types of maintenance work especially breakdown maintenance should breakdowns occur.
  - (iii) Details of how the call centre works, as specified in clause SA 04 as well as all statistics of breakdowns, leakages, blockages, etc. available from the call centre for the installation and the age of the installation that has been taken into account in compiling the contents of the maintenance control plan.
  - (iv) A list of organisations and persons directly involved with the Contract or whose requirements have to be taken into account during the entire Contract Period such as the Department of Public Works, the User Client, the Consulting Engineer, the Contractor, the Local Authority, etc. Each person's position within his organisation as well as the applicable phone numbers shall be given.
  - (v) Details of monthly meetings to be held with the Department of Public Works, the User Client, Contractor and Engineer;
  - (vi) Reports to be submitted after every routine inspection (all reports, checklists, breakdown records, score card results, etc. for each system of an installation shall be kept on the site in a hard cover file);
  - (vii) Procedures to address complaints and logged breakdowns;
  - (viii) Details of quarterly reports, summarising all inspections, together with inspection data such as nature of test, names of persons carrying out tests and inspection results. Detail of repairs and replacements, together with testing of repaired equipment shall also be reflected in this report, and
  - (ix) Assistance to be given by the Engineer with decisions regarding material, equipment and other recommendations.
- (d) The codes of practice as set out in ISO 10006 and ISO 9004 for quality systems and management shall be used as a guideline for compiling a maintenance control plan. ISO accreditation is not a requirement in terms of this Contract.
  - (e) The maintenance control plan shall be upgraded when its contents are no longer representative of actual conditions.
  - (f) The Contractor shall check the contents of existing Operating and Maintenance Manuals (if available) and shall update or modify and then incorporate applicable data into his own manuals. Where no manuals exist, the Contractor shall draw up his own Operating and Maintenance Manuals.

Pertinent data contained in the Operating and Maintenance Manual may be transferred to the Maintenance control plan to make it a document which can be used as an independent handbook for maintenance work.

The Contractor is referred to the contents of paragraph (a) above regarding the reproduction of data, as this shall also be applicable to data reproduced from Operating and Maintenance Manuals.

The maintenance control plan (Clause SA 03) will provide, after agreement between the Contractor and the Engineer, for the following communication and complaint logging procedure:

- (a) The Contractor shall establish a telephone and fax line and a cellular telephone connection to ensure that he can be reached at any time.
- (b) The Contractor shall primarily be responsible for determining the items requiring preventative, corrective and breakdown maintenance, and shall communicate this information directly to his maintenance workforce.
- (c) Should the Engineer or operating personnel of the User Client determine or suspect that preventative, corrective or breakdown maintenance is required, a call shall be logged through the call centre to reach the Contractor as soon as possible.
- (d) Reaction times will be as described in Clause SA 05.02.
- (e) All complaints of the User Client shall be reported to the Engineer via the call centre, as set out in the maintenance control plan, and the Engineer shall issue instructions to the Contractor. After the Contractor has attended to the complaint, the Engineer will provide feedback to the call centre both telephonically and via fax.

The call centre logs the details of the Engineer's call and provides feedback to the complainant.

## **SA 05 PERFORMANCE MEASUREMENT**

The Contractor's performance shall be measured against the following parameters:

### **SA 05.01 SPECIAL TESTING OF AN INSTALLATION**

The Engineer may at any time inspect any part of the entire installation. During Maintenance work, the Engineer shall at his discretion order special tests to be carried out on complete installations at intervals of not less than four months, to verify the satisfactory functional condition of the installation.

The Engineer reserves the right to select at random component equipment and trade practices to be tested by independent authorities for compliance with specifications as specified in this Contract document.

The Contractor shall provide all equipment, tools and instruments required for testing.

### **SA 05.02 MAXIMUM MAINTENANCE DOWN-TIME**

After a complaint has been logged and forwarded to the Contractor, the Contractor shall be expected to minimise the maintenance down-time until the system component is fully operational to the satisfaction of the Engineer. Should the Contractor not respond within the maximum down-time, the Engineer may arrange, at the cost of the Contractor, for the necessary repair work to be done by others.

Should the actual down-time exceed the maximum down-time the Contractor shall be liable to a payment reduction for the difference between actual down-time and maximum down-time. This is reflected in the table below:

REQUIRED MAINTENANCE	MAXIMUM RESPONSE TIME	MAXIMUM DOWN-TIME ALLOWED	PAYMENT REDUCTION IF EXCEEDED
Emergency Breakdown	1 hour	8 hours	R 1 000/day
Ordinary Breakdown	1 hour	24 hours	R 500/day
Operational damage repair	1 hour	24 hours	R 500/day

"Maximum down-time" shall mean the period of time allowed to repair a breakdown, and "actual down-time" shall mean the measured period from the instant when the breakdown was logged with the Contractor until the installation has been repaired to its functional specification.

"Immediate response repairs" shall imply breakdown maintenance repair work where no breakdowns are allowed at any time in terms of the Technical Specification.

"Emergency maintenance repairs" shall imply any breakdown maintenance repair work required to rectify a component or unit of the installation that disables the installation from functioning at its designed maximum requirement in terms of the Technical Specification.

"Ordinary maintenance repairs" shall imply all breakdown maintenance repair work required other than immediate response or emergency maintenance repairs.

"Operational damage repairs" shall imply all operational damage breakdown repair work required on any other damaged items not caused by normal wear and tear and shall also include and structural related breakdowns.

#### **SA 05.03 PERFORMANCE-BASED PAYMENT**

Remuneration for all value-related as well as all time-related preliminary and general charges shall be deemed included in the monthly maintenance payments for the various installations.

##### **SA 05.03.01 Score-card**

The Engineer shall use a score-card to measure the quality of preventative and corrective maintenance rendered by the Contractor during the preceding month, on all components that form part of the installation, in accordance with the maintenance specifications. The Engineer will record his inspection directly onto the score-card. The score-card shall serve to evaluate ten performance indicators each month.

##### **SA 05.03.02 Performance indicators**

Performance indicators shall be selected to measure the Contractor's service level of preventative and corrective maintenance.

The Engineer shall each have the opportunity to ten (10) performance indicators each month, which shall focus on the measurement of maintenance quality against the relevant specifications for the ensuing month. All ten (10) performance indicators are known to both the Engineer and the Contractor.

The Contractor shall aim to perform satisfactorily on all ten performance indicators. All indicators shall be selected from the scope of his normal preventative and corrective

maintenance work and shall be based on the maintenance control plan and operating and maintenance manuals. The work shall either be satisfactory, or unsatisfactory, and the Contractor shall score one (1) or zero (0) respectively per indicator. Performance indicators shall be used to focus on certain key aspects of the work and shall in no way limit the Contractor's responsibility to do all the required work.

**SA 05.03.03 Satisfactory performance**

The Engineer shall inspect the site on an arbitrary day to measure the quality of maintenance against the ten selected performance indicators. Should the Contractor score the maximum points (10) he shall receive his full maintenance payment for the installation. Should the quality of preventative maintenance, or components requiring persistent corrective maintenance be unsatisfactory according to the score-card, the Contractor may fail to achieve full payment due to a reduced service level. Each monthly payment for maintenance shall be subject to evaluation based on the score-card.

A copy of the score-card including a guideline for the use thereof is included in this Specification.

**SA 06 MEASUREMENT AND PAYMENT**

**SA.01 MAINTENANCE OF A COMPLETE INSTALLATION ..... Unit: point**

The unit of measurement shall be a point. Each month shall represent a maximum of ten points and a minimum of zero points, depending on the performance and quality of maintenance. Ten points per month, determined by using the tendered rate per point, shall include full compensation for all liabilities and obligations described or implied in the Contract document and deemed by the Contractor to be applicable to the maintenance phase of the Contract, and all appurtenant works deemed to form part thereof, as defined in the relevant Technical or Particular Specifications.

The combined tendered rate for ten points (which shall not be less than 10% of the total tendered Contract Price) shall also include full compensation for complete preventative, corrective and breakdown maintenance (as defined in this General Maintenance Specification), including full compensation for all costs related to resetting, repair, procurement, supply, delivery, replacement, protecting, furnishing, installing, testing and commissioning of all items and material required to maintain the complete installation in a perfect functional condition. The only items not to be included in the rate for monthly maintenance points are:

1. Supply, delivery, installation and testing of special equipment/materials that will be measured elsewhere, and
2. Special testing of an installation.

Different installations shall be listed in the Schedule of Quantities, in accordance with the definition of each installation.

Although ten points per month shall include full compensation for preventative, corrective and breakdown maintenance, the Contractor might fail to achieve all points applicable in the event of unsatisfactory performance, in which case he shall still perform all maintenance requirements according to specification, but at his own cost where a reduction in points awarded is insufficient to cover his cost.

Remuneration for all value-related as well as all time-related preliminary and general charges shall be deemed included in the monthly maintenance payments for the various installations.

**SA.02**      **ADDITIONAL TESTS:****SA.02.01**      **Where ordered by the Engineer.....Unit: rand (R)****SA.02.02**      **Charge required by the Contractor on subitem SA.03.01 above..... Unit: %**

An amount has been allowed in the Schedule of Quantities to cover the cost of additional tests required by the Engineer. The Engineer will have the sole authority to spend the amount or part thereof under subitem SA.03.01.

The tendered percentage under subitem SA.03.02 will be paid to the Contractor on the value of each payment made to the approved testing authority.

**SA.03**      **PAYMENT REDUCTION DUE TO EXCEEDING OF MAXIMUM ALLOWABLE DOWN-TIME DURING EMERGENCY BREAKDOWN**      Unit: hours

The unit of measurement shall be the number of days, in excess of 8 hours, during which a component of an installation was in a disfunctional condition that required emergency repairs.

The negative fixed rate shall include full compensation for the User Client's loss in productivity and, multiplied by the number of days measured, shall be deducted from the certified amount due to the Contractor.

**SA.04**      **PAYMENT REDUCTION DUE TO EXCEEDING OF MAXIMUM ALLOWABLE DOWN-TIME DURING ORDINARY BREAKDOWN**      Unit: hours

The unit of measurement shall be the number of days, in excess of 24 hours, during which a component of an installation was in a disfunctional condition that required ordinary repairs.

The negative fixed rate shall include full compensation for the User Client's loss in productivity and, multiplied by the number of days measured, shall be deducted from the certified amount due to the Contractor.

**SA.05**      **PAYMENT REDUCTION DUE TO EXCEEDING OF MAXIMUM ALLOWABLE DOWN-TIME DURING OPERATIONAL DAMAGE BREAKDOWN**..... Unit: hours

The unit of measurement shall be the number of days, in excess of 24 hours, during which a component of an installation was in a disfunctional condition that required ordinary repairs.

The negative fixed rate shall include full compensation for the Client's loss in productivity and, multiplied by the number of days measured, shall be deducted from the certified amount due to the Contractor.

**SA.06**      **CALL-OUT FOR REPAIR OF EMERGENCY BREAKDOWN (24 Hours)**..... Unit: No

The Unit of measurement shall be number. The Contractor will be remunerated for the number of call-out trips to the site, in order attend to the repair of an emergency breakdown logged (Before Access to a Site) with him by the Engineer. The tendered rate shall provide full compensation for all travel, accommodation and travel-time cost to and from the site. Remuneration for material and labour cost is deemed to be included under the "maintenance of a completed installation" payment item in the schedule of quantities, based on the points system and measured monthly.

**DEPARTMENT OF PUBLIC WORKS  
MAINTENANCE 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

D	D	/	M	M	/	Y	Y
---	---	---	---	---	---	---	---

Date

## **GUIDELINE FOR THE USE OF THE MAINTENANCE SCORE-CARD**

The score-card and performance indicators must be used as a maintenance management tool. The aim with each score-card is to ensure that:

- (a) the project focuses on key aspects of maintenance per month;
- (b) the Contractor receives payment for his work, and
- (c) the Employer receives value for money and a sustained high level of service.

Performance indicators must be selected to measure the Contractor's service level of preventative and corrective maintenance that will be based on the Maintenance Control Plan and the Operating and Maintenance Manuals (containing information specified in the Contract documentation).

For each specific installation, different performance indicators must be defined each month based on the content of the maintenance in relation to the scope of maintenance work per installation and must be based on the Contractor's service level record on preventative and corrective maintenance.

Breakdowns must be dealt with if and when necessary by logging of the breakdown and monitoring the downtime.

The Contractor and the Engineer must agree on all performance indicators at an occasion prior to the month during which the Contractor's performance (service level of maintenance) will be measured.