



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

Tender no. CPT1007/22
WCS no. N/A

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

TENDER DOCUMENT

INVITATION TO TENDER FOR:

**CAPE TOWN,CENTRAL ,CUSTOMS AND EXCISE
BUILDING , MODERNISATION, REPAIRS AND
MAINTENANCE OF VARIOUS LIFTS AREA-A**

FOR THE PROJECT:

REFERENCE NO:

N/A

TENDER NO:

CPT1007/22

ADVERT DATE:

24/11/2022

BID CLARIFICATION MEETING: 02/12/2022

CLOSING DATE:

15/12/2022

Name of tenderer:

ISSUED BY:
THE DIRECTOR-GENERAL
DEPARTMENT OF PUBLIC WORKS



CAPE TOWN,CENTRAL ,CUSTOMS AND EXCISE BUILDING , MODERNISATION, REPAIRS AND MAINTENANCE OF VARIOUS LIFTS AREA-A

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Invitation to Bid: PA-32

**PART A
INVITATION TO BID (EXEMPTION)**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	CPT 1007/22	CLOSING DATE:	2022-12-15	CLOSING TIME:	12:00
DESCRIPTION	CAPE TOWN,CENTRAL ,CUSTOMS AND EXCISE BUILDING , MODERNISATION, REPAIRS AND MAINTENANCE OF VARIOUS LIFTS AREA-A				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
OR POSTED TO:					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
		TCS PIN:		OR	CSD No:
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER				DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED				TOTAL BID PRICE (ALL APPLICABLE TAXES)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT/ PUBLIC ENTITY		CONTACT PERSON			
CONTACT PERSON		TELEPHONE NUMBER			
TELEPHONE NUMBER		FACSIMILE NUMBER			
FACSIMILE NUMBER		E-MAIL ADDRESS			
E-MAIL ADDRESS					



Invitation to Bid: PA-32

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE
1.3.	BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES).
1.4.	WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION.
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

Note Well:

- a) In respect of non VAT vendors the bidders may not increase the bid price under Section 67(1) of the Value Added Tax Act of 1991 where the relevant transaction would become subject to VAT by reason of the turnover threshold being exceeded and the bidder becomes liable for VAT.
- b) All delivery costs must be included in the bid price, for delivery at the prescribed destination.
- c) The price that appears on this form is the one that will be considered for acceptance as **a firm and final offer**.
- d) The grand total in the pricing schedule(s), inclusive of VAT, attached to the bid offer must correlate and be transferred to this form (PA32).
- e) Where there are inconsistencies between the grand total price offer in the pricing schedule(s) and the PA32 price offer, the price offer on the PA32 shall prevail and deemed to be firm and final. No further correspondence shall be entered into in this regard.

¹ All applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

Tender No: CPT 1007/22

VOLUME 1: TENDERING PROCEDURES

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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

Project title:	CAPE TOWN,CENTRAL ,CUSTOMS AND EXCISE BUILDING , MODERNISATION, REPAIRS AND MAINTENANCE OF VARIOUS LIFTS AREA-A
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Tender no:	CPT 1007/22	Reference no:	
Advertising date:	24/11/2022	Closing date:	15/12/2022
Closing time:	12h00	Validity period:	84 Calendar days

1. REQUIRED CIDB GRADING

It is estimated that tenderers should have a CIDB contractor grading designation of **8 SI** or **8 ME*** 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 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 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 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.

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12	<input checked="" type="checkbox"/>	The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender.
13	<input checked="" 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"/>	Attendance of site briefing meeting for the bidders to be briefed about the project and the expectation for submitting the bid. Failure to attend and sign the attendance register will result in disqualification.
15	<input checked="" type="checkbox"/>	Bidders must submit with the tender duly completed and signed Annexure B (Sub-contractor list and percentage allocation for the Trades). Failure to submit the duly signed and completed document will result in disqualification of your bid
16	<input checked="" type="checkbox"/>	The bidders to comply with the Preferential Procurement Regulations of 2017 by submitting a valid copy of BBB-EE certificate accredited by SANAS. Please note : A trust, consortium or joint venture must submit a consolidated BBB-EE status Level Certificates accredited by SANAS together with the bids. Failure to submit will lead to no scoring of Preference Points
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.
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 checked="" 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 checked="" type="checkbox"/>	Submission of (PA-16): Preference points claim form in terms of the Preferential Procurement Regulations 2017.

11	<input checked="" type="checkbox"/>	Submission of DPW-21 (EC):Record of Addenda to tender documents
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12	<input checked="" type="checkbox"/>	Submission of DPW-16 (EC) : Site inspection meeting certificate
13	<input checked="" type="checkbox"/>	Submission of PA-09 (EC) : List of returnable documents
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 type="checkbox"/>	A tenderer having stipulated minimum B-BBEE status level of contributor: <input type="checkbox"/> Level 1 or <input 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 checked="" 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 checked="" type="checkbox"/> An EME or QSE

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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.

Minimum functionality score to qualify for further evaluation:	60
Functionality criteria:	Weighting factor:
<p>1. EXPERIENCE Bidder must furnish adequate proof of successfully completed lift installation project(s) or lifts maintenance project(s) with a minimum project value of R12 000 000.00 per project completed within the last 10 years, calculated upto the closing date of the bid listed on the DPW 09 form.</p> <p>The bidder must attach one of the following as proof of experience: 1) Appointment letter(s) from the Employer with a clear project description, contract value, contract duration and completion certificate(s) OR 2) Appointment letter(s) from the Employer with a clear project description, contract value, contract duration and reference letter(s).</p> <p>Only projects completed prior to the closing date will be considered.</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 or provide information regarding the bidder's experience will lead to no scoring of points in this criteria.</p> <p>The projects listed on the DPW-09 will be used to score the bidder on quality.</p> <p>Scoring: 5 projects and above = 5 points 4 projects = 4 points 3 projects = 3 points 2 projects = 2 points 1 project = 1 point</p>	25

<p>2. QUALITY</p> <p>Reference(s) listed on the DPW-09 will be used to obtain the quality of work. The alignment of criteria number 1(Experience) will be used for scoring of quality.</p> <p>Bidders must provide contactable reference(s) (inclusive of contact person and his/her contact details). The bidder must forward/submit the standard template (QP-01) attached in the tender document to the reference(s) to complete as listed on the DPW 09 and it must be signed and stamped. The duly completed, signed and stamped QP-01 form(s) must be attached to the tender document and submitted before on/before closing date. (The project(s) submitted for experience, quality / QP-01 must correspond with project(s) listed in the DPW-09.</p> <p>The bidder to submit a quality form for each project(s) listed on the DPW-09. Where a QP-01 form is not submitted for the project, then such project would be scored as "zero".</p> <p>If the bidder submitted more than one quality form with different rating then the average will be used to score bidder in this category. Failure to submit the quality form(s) (QP-01) will lead to no scoring of points in this category.</p> <p>Scoring Excellent = 5 points Good = 4 points Satisfactory = 3 points Average = 2 points Poor = 1 point</p>	<p>25</p>
<p>3) PROJECT EXECUTION METHODOLOGY/QUALITY MANAGEMENT PLAN</p> <p>A detailed project plan which addresses the following:</p> <ul style="list-style-type: none"> i) Methodology, ii) Scheduling & project execution with timelines iii) Indicative cash-flow & milestones, iv) Comprehensive project specific risk methodology clearly stating the thread and mitigation factor(s) v) Risk and safety plans. <p>Incomplete Project Plan incorporating some stated required items = 2 points Complete Project Plan incorporating all stated required items = 5 points</p>	<p>10</p>

<p>4) RESOURCES</p> <p>a. TEAM MEMBER(S) QUALIFICATION AND EXPERIENCE - LIFT MECHANIC OR LIFT ENGINEER</p> <p>The Department requires services of a Qualified "competent lift mechanic or engineer" as contemplated in Occupational Health and Safety Act, Act 85 of 1993.</p> <p>The bidder must submit the Curriculum Vitae(CV), qualification(s) (Electrical Engineering or Mechanical Engineering or Lift Engineering or Lift Mechanic) and proof of competency certificate.</p> <table border="0"> <tr> <td>1 year experience in the field of Lift Maintenance</td> <td>= 1 point</td> </tr> <tr> <td>2 years experience in the field of Lift Maintenance</td> <td>= 2 Points</td> </tr> <tr> <td>3 years experience in the field of Lift Maintenance</td> <td>= 3 Points</td> </tr> <tr> <td>4 years experience in the field of Lift Maintenance</td> <td>= 4 Points</td> </tr> <tr> <td>5 years plus experience in the field of Lift Maintenance</td> <td>= 5 Points</td> </tr> </table> <p>b. TEAM LEADER QUALIFICATION AND EXPERIENCE-REGISTERED WITH ECSA</p> <p>The Department requires services of team leader to be registered as Professional Engineer, Professional Engineering Technologist or Registered Lift Inspector with Engineering Council of South Africa (ECSA). The bidder must submit the Curriculum Vitae, Proof of registration with ECSA and qualification in Engineering/Health & Safety/Project Management/Built Environment .</p> <p>Team Leader must have relevant work experience in the lift Industry & baseline determination, Training credentials, and Continued Professional Development in the Lift Industry.</p> <table border="0"> <tr> <td>1 year experience in the field of Lift Maintenance</td> <td>= 1 point</td> </tr> <tr> <td>2 years experience in the field of Lift Maintenance</td> <td>= 2 Points</td> </tr> <tr> <td>3 years experience in the field of Lift Maintenance</td> <td>= 3 Points</td> </tr> <tr> <td>4 years experience in the field of Lift Maintenance</td> <td>= 4 Points</td> </tr> <tr> <td>5 years plus experience in the field of Lift Maintenance</td> <td>= 5 Points</td> </tr> </table> <p>c. TEAM MEMBER QUALIFICATION AND EXPERIENCE-CONSTRUCTION HEALTH & SAFETY OFFICER</p> <p>The Department requires service of team member to be registered with the SACPCMP as a Construction Health and Safety Officer. The bidder to submit the CV, Qualification (Built Environment or Engineering or Safety Management and related qualification) and proof of registration with the SACPCMP as a Construction Health & Safety Officer in accordance with the Occupational Health and Safety Act and Regulations.</p> <p>Scoring</p> <table border="0"> <tr> <td>1 year experience</td> <td>= 1 point</td> </tr> <tr> <td>2 years' experience</td> <td>= 2 points</td> </tr> <tr> <td>3 years' experience</td> <td>= 3 points</td> </tr> <tr> <td>4 years' experience</td> <td>= 4 points</td> </tr> <tr> <td>5 year plus experience</td> <td>= 5 points</td> </tr> </table> <p>The Department reserves the right to independently validate all the above-mentioned certificates should it deem necessary.</p> <p>NB: The bidder must submit resources in each of the category 'a', 'b' & 'c' listed above with the stipulated technical qualification, CV, relevant experience and proof of registration where required. The average points will be used for scoring of the points in this category.</p>	1 year experience in the field of Lift Maintenance	= 1 point	2 years experience in the field of Lift Maintenance	= 2 Points	3 years experience in the field of Lift Maintenance	= 3 Points	4 years experience in the field of Lift Maintenance	= 4 Points	5 years plus experience in the field of Lift Maintenance	= 5 Points	1 year experience in the field of Lift Maintenance	= 1 point	2 years experience in the field of Lift Maintenance	= 2 Points	3 years experience in the field of Lift Maintenance	= 3 Points	4 years experience in the field of Lift Maintenance	= 4 Points	5 years plus experience in the field of Lift Maintenance	= 5 Points	1 year experience	= 1 point	2 years' experience	= 2 points	3 years' experience	= 3 points	4 years' experience	= 4 points	5 year plus experience	= 5 points	<p>40</p>
1 year experience in the field of Lift Maintenance	= 1 point																														
2 years experience in the field of Lift Maintenance	= 2 Points																														
3 years experience in the field of Lift Maintenance	= 3 Points																														
4 years experience in the field of Lift Maintenance	= 4 Points																														
5 years plus experience in the field of Lift Maintenance	= 5 Points																														
1 year experience in the field of Lift Maintenance	= 1 point																														
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2 years' experience	= 2 points																														
3 years' experience	= 3 points																														
4 years' experience	= 4 points																														
5 year plus experience	= 5 points																														

Total	100 Points

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

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 10 years.

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

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

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

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

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

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

Criterion 3: Suitably qualified and appropriately experienced human resources

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

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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.

(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
(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.	Not applicable
(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.	Not applicable
(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.	Not applicable
(e)	cidb BUILD Programme: Minimum Targeted Enterprise Development Contract Participation Goal in accordance with the cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(f)	cidb BUILD Programme: Minimum Targeted Contract Skills Development Goal in accordance with the cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 43495 of 3 July 2020, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable

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

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(g)	DPWI National Youth Service training and development programme (NYS) – Condition of Contract.	Not applicable
(h)	Labour Intensive Works – Condition of Contract.	Not applicable
(i)		Select
(j)		Select

7. COLLECTION OF TENDER DOCUMENTS

- Bid documents are available for free download on e-Tender portal www.etenders.gov.za
- Alternatively; Bid documents may be collected during working hours at the following address **DPWI OFFICES, HEERENGRACHT BUILDING, FORESHORE, CAPETOWN**. A non-refundable bid deposit of **R 800** 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:

Venue:	DPWI OFFICES, HEERENGRACHT BUILDING, FORESHORE, CAPETOWN		
Virtual meeting link:	(type in here the place or "N/A")		
Date:	02 December 2022	Starting time:	12h00

9. ENQUIRIES

Enquiries related to tender documents may be addressed to:

DPWI Project Manager:	MR M MOLOKOMME	Telephone no:	021 402 2178
Cellular phone no:	066 185 0238	Fax no:	0861 5477 145
E-mail:	Maite.Molokomme@dpw.gov.za		

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

<p>MB Molokomme</p>		<p>24/11/2022</p>
<p>Name of Project Manager</p>	<p>Signature</p>	<p>Date</p>

DPW-03 (EC): TENDER DATA

Project title:	CAPE TOWN,CENTRAL ,CUSTOMS AND EXCISE BUILDING , MODERNISATION, REPAIRS AND MAINTENANCE OF VARIOUS LIFTS AREA-A
Reference no:	

Tender / Quotation no:	CPT 1007/22	Closing date:	15 DECEMBER 2022
Closing time:	12:00	Validity period:	12 Weeks (84 Calender days)

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

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C.1.4	The Employer's agent is:	
	Name:	DFR KWAKUDI
	Capacity:	Private Project Manager
	Address:	CRN MITCHELL & CATHEDRAL, GEORGE, 6259
	Tel:	044 050 3703
	Fax:	044 050 3703
	E-mail:	deon@dfreng.co.za/louw@dfreng.co.za/george@dfreng.co.za
C.2.1 C.3.11	<p>A. <u>ELIGIBILITY IN RESPECT OF CIDB REGISTRATION:</u></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 8 SI or 8 ME** 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: Not applicable</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> every member of the joint venture is registered with the CIDB; the lead partner has a contractor grading designation in the 8 ME or 8 SI** class of construction work; and 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 8 ME or 8 SI** class of construction work <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: Not applicable</p>	

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B. ELIGIBILITY IN TERMS OF PRE-QUALIFICATION CRITERIA FOR PREFERENTIAL PROCUREMENT:	
<input type="checkbox"/>	A tenderer having stipulated minimum B-BBEE status level of contributor: <input type="checkbox"/> Level 1 or <input type="checkbox"/> Level 2 or <input type="checkbox"/> Level 3
<input checked="" type="checkbox"/>	<input type="checkbox"/> An EME or <input type="checkbox"/> A QSE or <input checked="" type="checkbox"/> An EME or QSE
C. INDICATE THE FUNCTIONALITY WEIGHTING APPLICABLE TO THIS BID:	
<p>Note: All bids involving the acquisition of engineering and construction works from cidb Grade 4 and above are subjected to functionality.</p> <p>Note: 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>	
Functionality Criteria	Weighting Factor
EXPERIENCE	25
QUALITY	25
PROJECT EXECUTION METHODOLOGY/QUALITY MANAGEMENT PLAN	10
RESOURCES	40
Total	100 Points
(Weightings will be multiplied by the scores allocated during the evaluation process to arrive at the total functionality points)	
Minimum functionality score to qualify for further evaluation:	60

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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 10 years years.

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

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

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

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

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

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

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	<ol style="list-style-type: none"> 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. <p>Criterion 3: Suitably qualified and appropriately experienced human resources</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>Criterion 4: Attendance of compulsory bid clarification meeting, if applicable</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>D.2 Commercial risks:</p> <p>The financial viability assessment evaluates the risk over the life of the construction period, as to whether the tenderer will be able to deliver the goods and services which are specified in the contract and / or be able to fulfil guarantees or warranties provided for in the contract in order to complete the project successfully for the amount tendered.</p> <p>Aspects to be considered include but are not limited to, the respective rates tendered, bank rating, financial capability and capacity whether the tenderer has or has access to sufficient financial resources to deliver the goods or services described in the tender documentation (including fulfilling any guarantees or warranty claims), whether the tenderer is not subject to any current or impending legal action (either formal proceedings or notification of legal action) which could impact on the financial standing of the tenderer or the delivery of the goods or services, financial report from auditors as proof of current liquidity, and company or any parent company or investor guarantee/s and financial statements.</p>
C.2.7	For particulars regarding a pre-tender site inspection meeting, see Notice and Invitation to Tender T1.1

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<p>C.2.12</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: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>
<p>C.2.13.2</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>C.2.13.5</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>C.2.13.6 C.3.5</p>	<p>A two-envelope procedure will not be followed.</p>
<p>C.2.15</p>	<p>The closing time for submission of tender offers is as per Notice and Invitation to Tender T1.1.</p>
<p>C.2.16</p>	<p>The tender offer validity period is as per Notice and Invitation to Tender T1.1.</p>
<p>C2.16.3</p>	<p>Omit the wording of the last sentence for those projects which are subject to CPAP</p>
<p>C.2.18</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 checked="" 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>C.2.19</p>	<p>Access shall be provided for inspections, tests and analysis as may be required by the Employer.</p>
<p>C.3.4.1 C.3.4.2</p>	<p>The location for opening of the tender offers, immediately after the closing time thereof shall be at: Customs House Building, Lower Heerengracht Street, Foreshore, Cape Town</p>
<p>C.3.8</p>	<p>The words "responsive tender" and "acceptable tender" shall be construed to have the same meaning.</p>

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



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

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VOLUME 2: RETURNABLE DOCUMENTS

PA-09 (EC): LIST OF RETURNABLE DOCUMENTS

Project title:	CAPE TOWN,CENTRAL ,CUSTOMS AND EXCISE BUILDING , MODERNISATION, REPAIRS AND MAINTENANCE OF VARIOUS LIFTS AREA-A		
Tender / Quotation no:	CPT1007/22	Reference no:	
Receipt Number:			

1. RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

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

Tender document name	Number of pages issued	Returnable document
Form of Offer and Acceptance (DPW-07 EC)	4 Pages	Yes
Submission of Bidder's disclosure (PA-11)	3 Pages	Yes
Resolution of Board of Directors (PA-15.1) <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)	3 Pages	Yes
Fully completed Declaration of Designated Groups for Preferential Procurement (PA 40)	2 Pages	Yes
Registration on National Treasury's Central Supplier Database (CSD).	-	Yes
Particulars of Tenderer's Projects (DPW-09 EC)	2 Pages	Yes
Site Inspection Meeting Certificate (DPW-16 EC) <i>(if applicable)</i> .	1 Page	Yes
Record of attending compulsory virtual bid clarification / site inspection meeting <i>(if applicable)</i> .	1 Page	N/A
Record of Addenda to tender documents (DPW-21 EC)	1 Page	Yes
Proof of 30% Subcontracting participation and related documents in terms of the Preferential Procurement Regulations 2017 <i>(if applicable)</i> .	N/A	N/A
Annexure C	3 Pages	Yes
Fully Priced Bill of Quantities	138 Pages	Yes
Quality Performance Sheet	3 Pages	Yes

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

Tender / Quotation no: CPT1007/22

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 additional information required to complete a risk assessment (if applicable)	-	Yes
Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's .	9	Yes
Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.	9	Yes

3. RETURNABLE DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

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

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

4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

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

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

Tender document name	Number of pages issued	Returnable document
Priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts)	138 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Fully priced and completed sectional summary- and final summary pages with the tender.	138 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Tender / Quotation no: CPT1007/22

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

Name of representative	Signature	Date

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

Project title:	CAPE TOWN,CENTRAL ,CUSTOMS AND EXCISE BUILDING , MODERNISATION, REPAIRS AND MAINTENANCE OF VARIOUS LIFTS AREA-A		
Tender / Quotation no:	CPT1007/22	Reference no:	

OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:
CAPE TOWN,CENTRAL ,CUSTOMS AND EXCISE BUILDING , MODERNISATION, REPAIRS AND MAINTENANCE OF VARIOUS LIFTS AREA-A.

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

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

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

Rand (in words):
Rand In figures:	R

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

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

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

<p>Company or Close Corporation:</p> <p>.....</p> <p>.....</p> <p>And: Whose Registration Number is:</p> <p>.....</p> <p>And: Whose Income Tax Reference Number is:</p> <p>.....</p> <p>CSD supplier number:.....</p>	OR	<p>Natural Person or Partnership:</p> <p>.....</p> <p>.....</p> <p>Whose Identity Number(s) is/are:</p> <p>.....</p> <p>Whose Income Tax Reference Number is/are:</p> <p>.....</p> <p>CSD supplier number:.....</p>
---	-----------	---

Tender / Quotation no: CPT1007/22

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

SIGNED FOR THE TENDERER:

Name of representative	Signature	Date

WITNESSED BY:

Name of witness	Signature	Date

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

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

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

SECURITY OFFERED:

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

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

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

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

Tender / Quotation no: CPT1007/22

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

.....

.....

Other Contact Details of the Tenderer are:

Telephone No..... Cellular Phone No.

Fax No

Postal address

Banker Branch.....

Registration No of Tenderer at Department of Labour

CIDR Registration Number:

ACCEPTANCE

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

The terms of the contract are contained in:

- Part C1 Agreement and contract data, (which includes this agreement)
- Part C2 Pricing data
- Part C3 Scope of work
- Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

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

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

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

For the Employer:

Name of signatory	Signature	Date

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

**Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"
For Internal & External Use



Tender / Quotation no: CPT1007/22

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

WITNESSED BY:

Name of witness	Signature	Date

Schedule of Deviations

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

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

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

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

**Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"
For Internal & External Use

PA-11: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

YES / NO

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

Full Name	Identity Number	Name of State Institution

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

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

YES / NO

2.2.1 If so, furnish particulars:

.....
.....

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

YES / NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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



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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

This form has been aligned with SBD4

PA- 29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

Project title:	CAPE TOWN,CENTRAL ,CUSTOMS AND EXCISE BUILDING , MODERNISATION, REPAIRS AND MAINTENANCE OF VARIOUS LIFTS AREA- A		
Bid no:	CPT1007/22	Reference no:	

INTRODUCTION

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

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



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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder.
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium⁸ will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.

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

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

Name of Bidder	Signature	Date	Position



³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

Note:

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

ENTERPRISE STAMP

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

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

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

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

(Project description as per Bid /Tender Document)

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

2. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

3. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.

4. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: _____

_____ (code)

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

Postal Address: _____

 _____ (code)

Telephone number: _____

Fax number: _____

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

Note:

- * 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:

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

Note:

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



DPW-16 (EC): SITE INSPECTION MEETING CERTIFICATE

Project title:	CAPE TOWN,CENTRAL ,CUSTOMS AND EXCISE BUILDING , MODERNISATION, REPAIRS AND MAINTENANCE OF VARIOUS LIFTS AREA-A		
Tender / Quotation no:	<i>CPT1007/22</i>	Reference no:	
Closing date:	<i>15/12/2022</i>		

This is to certify that I, _____ representing

_____ in the capacity of

_____ visited the site on: **02/12/2022**

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

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 ~~Exceed~~R50 000 000 (all applicable taxes included) and therefore the... **90/10**.....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	90
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	10
Total points for Price and B-BBEE must not exceed	100

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.

- 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

section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) **“total revenue”** bears the same meaning assigned to this expression 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 and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

80/20 or **90/10**

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{min} = 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:

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".

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 last 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		
OR		
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

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".

[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 0: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender no: CPT1007/22

Name of Tenderer

EME¹ QSE² Non EME/QSE (tick applicable box)

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

Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in Rural (R) / Under Developed Area (UD) / Township (T) / Urban (U).	Indicate if military veteran
1.		%	<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)

- 1 EME: Exempted Micro Enterprise
- 2 QSE: Qualifying Small Business Enterprise

Tender no: CPT1007/22

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

Name of representative	Signature	Date

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

Project title:	CAPE TOWN, CENTRAL, CUSTOMS AND EXCISE BUILDING, MODERNISATION, REPAIRS AND MAINTENANCE OF VARIOUS LIFTS AREA-A	
Tender / quotation no.:	CPT1007/22	Closing date: 15/12/2022
Advertising date:	24/11/2022	Validity period: 84 days

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

1.1. Current projects

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



1.2. Completed projects

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

Name of Tenderer	Date
Signature	Date



CONTRACTOR TO BE EVALUATED:

PROJECT DESCRIPTION

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

Comments:

.....

Company Name: _____

Name: _____

Contact Number:

Position: _____

Signature: _____

Company Stamp

NB: This project must be completed by Referee listed on DPW-09 (EC)

PA-36: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

- x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.



PA36: Declaration Certificate for Local Production and Content for Designated Sectors.

(This form has been aligned with NT - SBD 6.2)

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
BUILDING	100 %
CABLES	100 %
DOORS	100 %

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.resbank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.



**LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)**

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

.....
NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder
entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	



PA36: Declaration Certificate for Local Production and Content for Designated Sectors.

(This form has been aligned with NT - SBD 6.2)

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.
The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.**

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No.
 (D2) Tender description:
 (D3) Designated Products:
 (D4) Tender Authority:
 (D5) Tendering Entity name:
 (D6) Tender Exchange Date:

CAPE TOWN CENTRAL CUSTOMS AND EXCISE BUILDING, MODERNISATION, REPAIRS AND MAINTENANCE OF VARIOUS BUILDING & ELECTRICAL SECTOR
 National Department of Public Works & Infrastructure

Note: VAT to be excluded from all calculations

Pub: EU: GBP:

A. Exempted imported content

Tender Item no's	Description of imported content	Local supplier	Overseas Supplier	Calculation of imported content				Total landed cost exd VAT	Exempted Imported value		
				Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of Imports	Freight costs to port of entry			All locally incurred landing costs & duties	
(D7)		(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value										R	D

This total must correspond with Annex C - C.21

B. Imported directly by the Tenderer

Tender Item no's	Description of imported content	Unit of measure	Overseas Supplier	Calculation of imported content				Total landed cost exd VAT	Total Imported value		
				Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of Imports	Freight costs to port of entry			All locally incurred landing costs & duties	
(D20)		(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total Imported value by tenderer										R	D

C. Imported by a 3rd party and supplied to the Tenderer

Description of Imported content	Unit of measure	Local supplier	Overseas Supplier	Calculation of imported content				Total landed cost exd VAT	Quantity Imported	Total Imported value	
				Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of Imports	Freight costs to port of entry				All locally incurred landing costs & duties
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total Imported value by 3rd party										R	D

D. Other foreign currency payments

Type of payment	Calculation of foreign currency payments			Summary of payments
	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	
(D46)	(D47)	(D48)	(D49)	(D50)
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party				(D51)
(D53) Total of Imported content & foreign currency payments - (D32), (D45) & (D52) above				R

This total must correspond with Annex C - C.23

Signature of tenderer from Annex B

Date:

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.		Note: VAT to be excluded from all calculations
(E2)	Tender description:	CAPE TOWN,CENTRAL ,CUSTOMS AND EXCISE BUILDING , MODERNISATION, REPAIRS AND MAINTENANCE OF VARIOUS LIFTS AREA-A	
(E3)	Designated products:	BUILDING & ELECTRICAL Sector	
(E4)	Tender Authority:	National Department of Public Works & Infrastructure	
(E5)	Tendering Entity name:		

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
(E9) Total local products (Goods, Services and Works)			R 0

(E10)	Manpower costs (Tenderer's manpower cost)	R 0
(E11)	Factory overheads (Rental, depreciation & amortisation, utility costs, consumables etc.)	R 0
(E12)	Administration overheads and mark-up (Marketing, insurance, financing, interest etc.)	R 0
(E13) Total local content		R 0

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____



This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:

- (a) Any single contract with imported content exceeding US\$10 million.
or
- (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.
or
- (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.
or
- (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.

1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394



- c. the contractor will submit a performance guarantee to the DTI;
- d. the contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number Closing date:.....

Name of bidder.....

Postal address

.....

Signature..... Name (in print).....

Date.....

PA 10: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender no: CPT1007/22

Name of Tenderer

EME¹ QSE² Non EME/QSE (tick applicable box)

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

Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in Rural (R) / Under Developed Area (UD) / Township (T) / Urban (U).	Indicate if military veteran
1.		%	<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)

¹ EME: Exempted Micro Enterprise

² QSE: Qualifying Small Business Enterprise

Tender no: CPT1007/22

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

Name of representative	Signature
Date	Date



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

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

Project title:	CAPE TOWN,CENTRAL ,CUSTOMS AND EXCISE BUILDING , MODERNISATION, REPAIRS AND MAINTENANCE OF VARIOUS LIFTS AREA-A		
Tender no:	CPT1007/22	Reference no:	

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

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

Name of Tenderer	Signature	Date

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

Name of Tenderer	Signature	Date



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

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

Project title:	CAPE TOWN,CENTRAL ,CUSTOMS AND EXCISE BUILDING , MODERNISATION, REPAIRS AND MAINTENANCE OF VARIOUS LIFTS AREA-A		
Tender no:	CPT1007/22	Reference no:	

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

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

Name of Tenderer	Signature	Date

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

Name of Tenderer	Signature	Date

DPW-15 (EC): SCHEDULE OF PROPOSED SUBCONTRACTORS

Project title:	CAPE TOWN,CENTRAL ,CUSTOMS AND EXCISE BUILDING , MODERNISATION, REPAIRS AND MAINTENANCE OF VARIOUS LIFTS AREA-A		
Tender no:	CPT1007/22	Reference no:	

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

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

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

Name of representative	Signature	Capacity	Date

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



public works

Department:
Public Works
REPUBLIC OF SOUTH AFRICA

Annexure B Sub-contractor list and percentage allocation for the Trades

Tender Description: CAPE TOWN,CENTRAL,CUSTOMS AND EXCISE BUILDING, MODERNISATION, REPAIRS AND MAINTENANCE OF VARIOUS LIFTS AREA-A

Reference Number:

Tender number: CPT1007/22

Name of the sub-contracted company from ANNEXURE A	Work Classification (Please Specify)	MINIMUM 30% SUBCONTRACTING to EME or QSE	Amount to be sub-contracted	Central Supplier Database Number (CSD)	CIDB grading

TOTAL PERCENTAGE ALLOCATED (%)

TOTAL AMOUNT IN RANDS

R.....

NAME OF REPRESENTATIVE:	SIGNATURE:	DATE:
---	----------------------------	-----------------------

NOTE 1: Failure to complete and sign this form will result in the disqualification of the tender. Tenderers **MUST** subcontract minimum 30% of the contract value to subcontractors. A Central Supplier Database report must be provided or Registration number starting with **MAAA number** must be provided for each subcontracted company.

NOTE 2: Tenderer to ensure that the sub-contracted amount allocated to each subcontracted company is in line with their CIDB grading. Example: Grade 2 GB maximum value of works should not exceed R650 000.00



DPW-22 (EC): PARTICULARS OF ELECTRICAL CONTRACTOR

Project title:	CAPE TOWN,CENTRAL ,CUSTOMS AND EXCISE BUILDING , MODERNISATION, REPAIRS AND MAINTENANCE OF VARIOUS LIFTS AREA-A		
Tender no:	CPT1007/22	Reference no:	

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

Name of Tenderer	Signature	Date

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

Project title:	CAPE TOWN,CENTRAL ,CUSTOMS AND EXCISE BUILDING , MODERNISATION, REPAIRS AND MAINTENANCE OF VARIOUS LIFTS AREA-A		
Tender no:	CPT 1007/22	Reference no:	

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

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

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

These net amounts will be adjusted as follows:

FORMULA:

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

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

A = the amount (R) of adjustment

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

Y = exchange rate at the closing date of tender submission

Z = exchange rate on the date of payment.

Name of Tenderer	Signature	Date



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

Tender No: CPT 1007/22

VOLUME 3: CONTRACT

DPW-05: (EC) CONTRACT DATA - (GCC (2010) 2nd EDITION: 2010)

Project title:	CAPE TOWN,CENTRAL ,CUSTOMS AND EXCISE BUILDING , MODERNISATION, REPAIRS AND MAINTENANCE OF VARIOUS LIFTS AREA-A		
Tender no:	CPT1007/22	Reference no:	

	PART 1: DATA PROVIDED BY THE EMPLOYER
	CONDITIONS OF CONTRACT
	<p>The General Conditions of Contract for Construction Works, Second Edition, 2010, published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, is applicable to this Contract and is obtainable from www.saice.org.za</p> <p>Bidders to note that materials procured for the works should be from South African manufactures and suppliers. Imported materials shall only be considered under exceptional circumstances, based on compelling technical justifications, and subject to the approval by the NDPWI.</p>

CONTRACT SPECIFIC DATA	
The following contract specific data, referring to the General Conditions of Contract for Construction Works, Second Edition, 2010, are applicable to this Contract:	
CLAUSES	COMPULSORY DATA
1.1.1.8	<p>Amend Clause 1.1.1.8 to include the word "rights" to read as follows:</p> <p>"Contract Data" means the specific data which, together with these General Conditions of Contract, collectively describe the rights, risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract.</p>
1.1.1.13	<p>Amend Clause 1.1.1.13 as follows, clarify when the defects liability period starts:</p> <p>"Defects Liability Period" means the period stated in the Contract Data, commencing on the date indicated on the Certificate of Completion or Certificates of Completion in the event of more than one Certificate of Completion is issued for different parts of the Works, during which the Contractor has both the right and the obligation to make good defects in the materials, Plant and workmanship covered by the Contract.</p> <p>Defects liability period is: 12 months.</p>
1.1.1.14 & 5.14.7	<p>The time for achieving Practical Completion of the whole of the works is: 60 months measured from the <u>Commencement</u> Date. The time thus stated includes special non-working days and the year-end break.</p> <p><i>or, if Practical Completion in portions is required,</i></p> <p>The times for achieving Practical Completion for the portions as set out in the Scope of Works are <i>mutatis mutandi</i>:</p> <p>For portion 1 within Yearly Maintenance on Lift Installtions as per SANS regulation and Specification</p> <p>For portion 2 within Yearly Maintenance on Lift Installtions as per SANS regulation and Specification</p> <p>For portion 3 within Yearly Maintenance on Lift Installtions as per SANS regulation and Specification</p> <p>For portion 4 within Yearly Maintenance on Lift Installtions as per SANS regulation and Specification (followed by further portions as required)</p>

Tender no:

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".

	The time for achieving Practical Completion of the whole of the Works is: 60 months , measured from the Commencement Date. The time thus stated includes special non-working days and the year-end break.
1.1.1.15	The name of the Employer is: The Government of the Republic of South Africa in its Department of Public Works and Infrastructure.
1.1.1.16	The name of the Engineer is: DFR KWAKUDI
1.1.1.26	The Pricing Strategy is a: Re-measurement Contract.
1.1.1.31	Not applicable to this Contract.
1.1.1.35	Insert the definition of "Value of Works" as Clause 1.1.1.35: "Value of Works" means the value of the Works certified by the Engineer as having been satisfactorily executed and shall include the value of the works done, the value of the materials and/or plant and Contract Price Adjustments.
1.2.1.2	Employer's address: Physical Address: CUSTOMS HOUSE, LOWER HEERNEGRACHT STREET, FORESHORE CAPE TOWN 8001 Postal Address: PRIVATE BAG X9027 CAPE TOWN 8000 Facsimile: 086 5477 145 Telephone: 021 402 2178
	Engineer's address: Physical Address: CRN MITCHELL & CATHEDRAL GEORGE 6259 Postal Address: POSTNET SUITE 239 GEORGE 6259 Facsimile: 044 050 3703 Telephone: 044 050 3703
1.3.4	Not applicable to this Contract.

Tender no: CPT1007/22

<p>1.3.5</p>	<p>Replace Clause 1.3.5 with the following provisions:</p> <ul style="list-style-type: none"> (a) The Employer will become the owner of the information, documents, advice, recommendation and reports collected, furnished and/or compiled by the Contractor during the course of, and for the purposes of executing this Contract, all of which will be handed over to the Employer on request, but in any event on the termination and/or cancellation of this Contract for whatever reason. The Contractor relinquishes its retention or any other rights thereon to which it may be entitled. (b) The copyright of all documents, recommendations and reports compiled by the Contractor during the course of and for the purposes of finalizing the Works will vest in the Employer, and may not be reproduced or distributed or made available to any person outside the Employer's service, or to any institution in any way, without the prior written consent of the Employer. The Employer shall have the right to use such material for any other purpose without the approval of information or payment to the Contractor. (c) The copyright of all electronic aids, software programmes etc. prepared or developed in terms of the Contract shall vest in the Employer, who shall have the right to use such material for any other purpose without the approval of, information or payment to the Contractor. (d) In case of the Contractor providing documents, electronic aids, software programs or like material to the Employer, the development of which has not been at the expense of the Employer, copyright shall not vest in the Employer. The Contractor shall be required to indicate to which documents, electronic aids, software programs or like material this provision applies. (e) The Contractor hereby indemnifies the Employer against any action, claim, damages or legal cost that may be instituted against the Employer on the grounds of an alleged infringement of any copyright, patents or any other intellectual property right in connection with the Works outlined in this Contract. (f) All information, documents, recommendations, programs and reports collected or compiled must be regarded as confidential and may not be communicated or made available to any person outside the Employer's service and may not be published either during the currency of this Contract or after termination thereof without the prior written consent of the Employer.
<p>3.1.3</p>	<p>1. The Engineer's authority to act and/or to execute functions or duties or to issue instructions are expressly excluded in respect of the following:</p> <ul style="list-style-type: none"> (a) Appointment of nominated Sub-contractors – clause 4.4.3; (b) Granting of an extension of time and/or ruling on claims associated with claims for extension of time – clauses 5.12.3, 10.1.5; (c) Acceleration of the rate of progress and determination of the cost for payment of such acceleration – clause 5.12.4; (d) Rulings on claims and disputes – clauses 10.1.5, 10.2.3 and 10.3.3; (e) Suspension of the Works – clause 5.11.1; (f) Final Payment Certificate – clause 6.10.9; (g) Issuing of <i>mora</i> notices to the Contractor – clauses 9.1.1, 9.1.2.1 and 9.2.1; (h) Cancellation of the contract between the Employer and Contractor – clauses 9.1.1, 9.1.2.1 and 9.2.1.

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	<p>2. In order to be legally binding and have legal bearing and consequence, any ruling in respect of the above matters (a) to (h) must be on an official document, signed and issued by the Employer to the Contractor.</p> <p>3. The Contractor must submit claims, demands, notices, notifications, updated particulars and reports in writing, as well as any other supporting documentation pertaining thereto, in respect of any of the above listed matters (a) to (h), to the Engineer within the time periods and in the format(s) as determined in the relevant clauses of the Conditions of Contract. Failing to deliver such to the Engineer timeous and in the correct format will invalidate any claim and the consequences of such failure will <i>mutatis mutandis</i> be as stated in clause 10.1.4.</p> <p>4. Clauses 6.10.9 and 10.1.5 shall be amended as follows to indicate the limitation on the Engineer's authority in respect thereof:</p> <p>Clause 6.10.9 – Amend to read as follows:</p> <p>Within 14 days of the date of final approval as stated in the Final Approval Certificate, the Contractor shall deliver to the Engineer a final statement claiming final settlement of all moneys due to him (save in respect of matters in dispute, in terms of Clauses 10.3 to 10.11, and not yet resolved). The Employer shall within 14 days issue to the Contractor a Final Payment Certificate the amount of which shall be paid to the Contractor within 28 days of the date of such certificate, after which no further payments shall be due to the Contractor (save in respect of matters in dispute, in terms of Clauses 10.3 to 10.11 and not yet resolved).</p> <p>Clause 10.1.5 – Amend to read as follows:</p> <p>Unless otherwise provided in the Contract, the Employer shall, within 28 days after the Contractor has delivered his claim in terms of Clause 10.1.1 as read with Clause 10.1.2, deliver to the Contractor his written and adequately reasoned ruling on the claim (referring specifically to this Clause). The amount thereof, if any, allowed by the Employer shall be included to the credit of the Contractor in the next payment certificate.</p> <p>5. Insert the following under 3.1.3: Provided that, notwithstanding any provisions to the contrary in the Contract, the Employer shall have the right to reverse and, should it deem it necessary, to amend any certificate, instruction, decision or valuation of the Engineer and to issue a new one, and such certificate instruction, decisions or valuations shall for the purposes of the Contract be deemed to be issued by the Engineer, provided that the Contractor shall be remunerated in the normal manner for work executed in good faith in terms of an instruction issued by the Engineer and which has subsequently been rescinded.</p>
3.2.2.1	<p>Amend Clause 3.2.2.1 to insert the word "Plant" to read as follows:</p> <p>Observe the execution of the Works, examine and test material, Plant and workmanship, and receive from the Contractor such information as he shall reasonably require.</p>
3.2.3.2	<p>Amend Clause 3.2.3.2 to insert the word "Plant" to reads as follows:</p> <p>Notwithstanding any authority assigned to him in terms of Clauses 3.2.2 and 3.2.4, failure by the Engineer's Representative to disapprove of any work, workmanship, Plant or materials shall not prejudice the power of the Engineer thereafter to disapprove thereof and exercise any of his powers in terms of the Contract in respect of thereof.</p>
4.8.2.1	<p>Amend Clause 4.8.2.1 to include the word "person", as follows:</p> <p>Makes available to the Employer, or to any such contractor, person or authority, any roads or ways for the maintenance of which the Contractor is responsible, or</p>

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4.8.2.2	<p>Amend Clause 4.8.2.2 to include "Employer" and "contractors", as follows:</p> <p>Provides any other facility or service of whatsoever nature to the Employer or to any of the said contractors, persons or authorities,</p>
5.3.1	<p>The documentation required before commencement with Works execution are:</p> <p>Health and Safety Plan (Refer to Clause 4.3) Initial programme (Refer to Clause 5.6) Security (Refer to Clause 6.2) Insurance (Refer to Clause 8.6) Forward Cover Insurance for materials procured Public liability Insurance</p>
5.3.2	<p>The time to submit the documentation required before commencement with Works execution is: 21 days.</p>
5.4.2	<p>The access to, and possession of, the Site referred to in Clause 5.4.1 shall be "not exclusive" to the Contractor. In the event of access to, and possession of, the Site is not exclusive to the Contractor, the following limitations apply:</p> <p>Limitation of access will be to the lift shaft, lift motor room and lift installation only. The sites will be occupied by end user departments for the full duration of contract commencement. Contractors to note planning arrangement for site access as part of construction program to be submitted .</p>
5.8.1	<p>The non-working days are: Saturdays and Sundays</p> <p>The special non-working days are:</p> <p>(1) Public Holidays; (2) The year-end break commencing on 16 December until the Sunday preceding the first working Monday of January of the succeeding year.</p>
5.9.1	<p>Amend Clause 5.9.1 as follows:</p> <p>On the Commencement Date, the Engineer shall deliver to the Contractor three (3) copies, at no cost to the Contractor, of the drawings and any instructions required for the commencement of the Works. The cost of any additional copies of such drawings and/or instructions, as may be required by the Contractor, will be for the account of the Contractor.</p>
5.13.1	<p>The penalty for failing to complete the Works is: R6900 per day</p> <p><u>or, if completion in portions is required,</u></p> <p>The penalty for failing to complete portion 1 of the Works is: R5500 per day. The penalty for failing to complete portion 2 of the Works is: R3200 per day. The penalty for failing to complete portion 3 of the Works is: R2000 per day. The penalty for failing to complete portion 4 of the Works is: R300 per day. Followed by further portions as required.</p> <p>The penalty for failing to complete the whole of the works is: R6900 per day.</p>

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5.14.1	<p>Amend the second paragraph of Clause 5.14.1 as follows:</p> <p>When the Works are about to reach the said stage, the Contractor shall, in writing, request a Certificate of Practical Completion and the Engineer shall, within 14 days after receiving such request, issue to the Contractor a written list setting out the work to be completed to justify Practical Completion. Should the Engineer not issue such a list within the 14 days, the Contractor shall notify the Employer accordingly. Should the Employer not issue such a list within 7 days of receipt of such notice, Practical Completion shall be deemed to have been achieved on the 14th day after the contractor requested the Certificate of Practical Completion.</p>
5.16.1	Amend Clause 5.16.1 to delete the proviso in the third paragraph of this clause.
5.16.2	<p>Amend Clause 5.16.2 as follows:</p> <p>No certificate other than the Final Approval Certificate referred to in Clause 5.16.1 shall be deemed to constitute approval of the Works or shall be taken as an admission of the due performance of the Contract or any part thereof, nor of the accuracy of any claim made by the Contractor, nor shall any other certificate exclude or prejudice any of the powers of the Engineer and/or the Employer.</p>
5.16.3	The latent defect period for all works is: 5 years .
6.2.1	The type of security for the due performance of the Contract, as selected by the Contractor in the Contract Data, must be delivered to the Employer.
6.2.3	<p>Amend Clause 6.2.3 as follows:</p> <p>If the Contractor has selected a performance guarantee as security, he shall ensure that it remains valid and enforceable as required in terms of the Contract.</p>
6.5.1.2.3	<p>The percentage allowance to cover overhead charges is:</p> <p>33%, except on material cost where the percentage allowance is 10%.</p>
6.8.2	<p>Contract Price Adjustment (CPA) will be applicable: "Yes".</p> <p>If CPA is indicated as "Yes" above the value of payment certificates is to be adjusted by a Contract Price Adjustment Factor:</p> <p>The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:</p> <p>The value of "x" is 0.15.</p> <p>The values of the coefficients are:</p> <p>a = 0.25. (Labour) b = 0.3 (Contractor's equipment) c = 0.3 (Material) d = 0.15 (Fuel)</p> <p>The values of the coefficients for "Repair and Maintenance Project" (RAMP) contracts are:</p> <p>a = 0.35 (Labour) b = 0.20 (Contractor's equipment) c = 0.35 (Material) d = 0.10 (Fuel)</p>

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6.8.2	<p>The urban area nearest the Site is Capetown. (Select urban area from Statistical News Release, P0141, Table 7.1.)</p> <p>The applicable industry for the Producer Price Index for materials is Metals, machinery, equipment and computing equipment. (Select the applicable industry from Statistical News Release, P01421, Table 11.)</p> <p>The area for the Producer Price Index for fuel is Metals, machinery, equipment and computing equipment. (Select the area from Statistical News Release, P01421, Table 12.)</p> <p>The base month is September 2022. (The month prior to the closing of the tender.)</p>
6.8.3	Price adjustments for variations in the costs of special materials are not allowed.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is: 85 % .
6.10.3	The limit of retention money is dependent on the security to be provided by the Contractor in terms of Clause 6.2.1.
6.10.5	<p>Replace Clause 6.10.5 with the following:</p> <p><u>In respect of contracts up to R2 million and in respect of contracts above R2 million where the Contractor elects a security by means of a 10% retention, 50% of the retention shall be released to the Contractor when the Engineer issues the Certificate of Completion in terms of clause 5.14.4. The remaining 50% of the retention shall be released in accordance with the provisions of the conditions of contract and will become due and payable when the Contractor becomes entitled, in terms of Clause 5.16.1, to receive the Final Approval Certificate.</u></p> <p><u>In respect of contracts above R2 million, where the Contractor elects a security by means of a cash deposit or fixed guarantee of 5% of the Contract Sum (excl. VAT) and a 5% retention of the Value of the Works (excl. VAT), the cash deposit or fixed guarantee, whichever is applicable, shall be refunded to the Contractor or return to the guarantor, respectively, when the Engineer issues the Certificate of Completion in terms of Clause 5.14.4. The 5% retention of the Value of the Works (excl. VAT) shall become due and payable when the Contractor becomes entitled, in terms of Clause 5.16.1, to receive the Final Approval Certificate.</u></p> <p><u>In respect of contracts above R2 million, where the Contractor elects a security by means of a cash deposit or a variable guarantee of 10% of the Contract Sum (excl. VAT), the cash deposit or the variable guarantee, whichever is applicable, will be reduced to 5% of the Value of the Works (excl. VAT) when the Engineer issues the Certificate of Completion in terms of Clause 5.14.4. The balance of the cash deposit shall become due and payable or the variable guarantee shall expire when the Contractor becomes entitled in terms of Clause 5.16.1 to receive the Final Approval Certificate.</u></p>
7.9.1	<p>Insert the following at the end of Clause 7.9.1:</p> <p>Provided that, should the Contractor on demand not pay the amount of such costs to the Employer, such amount may be determined and deducted by the Employer from any amount due to or that may become due to the Contractor under this or any other previous or subsequent contract between the Contractor and the Employer.</p>
8.2.2.1	<p>Insert the following as a second paragraph to Clause 8.2.2.1:</p> <p>The Contractor shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the Works and to rebuild, restore, replace and/or repair the Works, failing which the</p>

Employer may cause same to be done and recover the reasonable costs associated therewith from the Contractor.

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8.4.3	<p>Insert a new Clause 8.4.3 as follows:</p> <p>The Contractor shall on receiving a written instruction from the Engineer immediately proceed at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the Works.</p>
8.6.1.1.1	Amend Clause 8.6.1.1.1 to read as follows: Contract Sum plus 10%.
8.6.1.1.2	The value of Plant and materials supplied by the Employer to be included in the insurance sum is: Nil
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is: Nil
8.6.1.3	<p>Amend Clause 8.6.1.3 to delete reference to limit of indemnity, to read as follows:</p> <p>Liability insurance that covers the Contractor against liability for the death of, or injury to any person, or loss of, or damage to any property (other than property while it is insured in terms of Clause 8.6.1.1) arising from or in the course of the fulfillment of the Contract, from the Commencement Date to the date of the end of the Defects Liability Period, if there is one, or otherwise to the issue of the Certificate of Completion.</p>
8.6.1.5	<p>1. Public liability insurance to be effect by the Contractor to a minimum value of:</p> <p><input checked="" type="checkbox"/> R5 million</p> <p>or</p> <p><input checked="" type="checkbox"/> R 6,000,000.00 (SIX MILLION RANDS)</p> <p>With a deductible not exceeding 5% of each and every claim.</p> <p>2. Support insurance is to be effected by the Contractor to a minimum value of:</p> <p>R 3,000,000.00 (THREE MILLION RANDS)</p> <p>With a deductible not exceeding 5% of each and every claim.</p>
8.6.5	<p>Amend Clause 8.6.5 as follows:</p> <p>Save as otherwise provided in the Contract Data, the insurances referred to in Clause 8.6.1 shall be effected with an insurance company registered in the Republic of South Africa. The Contractor shall submit the insurance policy to the Employer for approval, if so requested.</p>
8.6.7	<p>Amend Clause 8.6.7 as follows:</p> <p>If the Contractor fails to effect and keep in force any of the insurances referred to in Clause 8.6.1, the Employer may cancel the Contract in terms of Clause 9.2.</p>
8.6.8	<p>Insert a new Clause 8.6.8 in provide for high risk insurance for projects executed on areas classified as "High Risk Areas".</p> <p>HIGH RISK INSURANCE</p>

	In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:
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8.6.8	<p>(1) Damage to the Works The Contractor shall, from the date of Commencement of the Works until the date of the Certificate of Completion, bear the full risk of and hereby indemnifies and holds harmless the Employer against any damage to and/or destruction of the Works consequent upon a catastrophic ground movement as mentioned above. The Contractor shall take such precautions and security measures and other steps for the protection of the Works as he may deem necessary.</p> <p>When so instructed to do so by the Engineer, the Contractor shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the Works and to rebuild, restore, replace and/or repair the Works, at the Contractor's own costs.</p> <p>(2) Injury to Persons or Loss of or damage to Properties The Contractor shall be liable for and hereby indemnifies and holds harmless the Employer against any liability, loss, claim or proceeding arising during the Contract Period whether arising in common law or by Statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above.</p> <p>The Contractor shall be liable for and hereby indemnifies the Employer against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable or personal property or property contiguous to the Site, whether belonging to or under the control of the Employer or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the Contract Period.</p> <p>(3) It is the responsibility of the Contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in Clauses 8.6.8(1) and 8.6.8 (2) above. Without limiting his obligations in terms of the Contract, the Contractor shall, within 21 days of the Commencement Date and before Commencement of the Works, submit to the Employer proof of such insurance policy, if requested to do so.</p> <p>(4) The Employer shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the Contractor's default of his obligations as set out in Clauses 8.6.8 (1), 8.6.8 (2) and 8.6.8 (3). Provided that, should the Contractor on demand not pay the amount of such costs to the Employer, such amount may be determined and deducted by the Employer from any amount due to or that may become due to the Contractor under this or any other existing or subsequent contract between the Contractor and the Employer.</p>
9.1.4	<p>Amend Clause 9.1.4 as follows:</p> <p>In the circumstances referred to in Clauses 9.1.1, 9.1.2 or 9.1.3 (provided that the circumstances in 9.1.3 is not due to the fault of the Contractor, his employees, contractors or agents), and whether or not the Contract is terminated under the provisions of this Clause, the Contractor shall be entitled to payment of any increased cost of or incidental to the execution of the Works which is specifically attributable to, or consequent upon the circumstances defined in Clauses 9.1.1, 9.1.2 or 9.1.3;</p>
9.1.5	<p>Amend Clause 9.1.5 as follows:</p>

	If the Contract is terminated on any account in terms of this Clause (provided that the circumstances in 9.1.3 is not due to the fault of the Contractor, his employees, contractors or agents) , the Contractor shall be paid by the Employer (insofar as such amounts or items have not already been covered by payments on account made to the Contractor) for all measured work executed prior to the date of termination, the amount (without retention), payable in terms of the Contract and, in addition:
9.1.6	This Clause is not applicable to this Contract.

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9.2.1.3.8	<p>Insert a new Clause 9.2.1.3.8 as follows:</p> <p>Has failed to effect and keep in force any of the insurances referred to in Clause 8.6.1,</p>
9.2.4	<p>Insert a new Clause 9.2.4 as follows, to provide for unilateral termination by the Employer:</p> <p>The Employer shall be entitled at any time to unilaterally terminate or cancel this Contract or any part thereof. Save for the following, the Contractor shall not be entitled to claim any other amounts whatsoever in respect of such termination or cancellation of this Contract. The Employer shall be obliged to pay the Contractor as damages and/or loss of profit the lesser of:</p> <p>9.2.4.1 An amount not exceeding 10% of the Contract Sum;</p> <p>9.2.4.2 10% of the value of incomplete work; or</p> <p>9.2.4.3 The Contractor's actual damage or loss as determined by the Employer after receipt of evidence substantiating any such damage or loss.</p>
9.3.2.2	<p>Amend Clause 9.3.2.2 as follows to delete the proviso on lien:</p> <p>The ownership of Plant and unused materials brought onto the Site by the Contractor, and for which the Employer has not made any payment, shall revert to the Contractor and he shall, with all reasonable dispatch, remove from the Site such Plant, materials and all Construction Equipment and Temporary Works.</p>
9.3.3	<p>Insert the following at the end of Clause 9.3.3</p> <p>After cancellation of the Contract by the Contractor, the Contractor, when requested by the Employer to do so, shall not be entitled to refuse to withdraw from the Works on the grounds of any lien or a right of retention or on the grounds of any other right whatsoever.</p>
10.1.3.1	<p>Amend Clause 10.1.3.1 as follows to insert the word "Plant":</p> <p>All facts and circumstances relating to the claims shall be investigated as and when they occur or arise. For this purpose, the Contractor shall deliver to the Engineer, records in a form approved by the Engineer, of all the facts and circumstances which the Contractor considers relevant and wishes to rely upon in support of his claims, including details of all Construction Equipment, labour, Plant and materials relevant to each claim. Such records shall be submitted promptly after the occurrence of the event giving rise to the claim.</p>
10.1.6	<p>Insert a new Clause 10.1.6 as follows:</p> <p>If the Employer fails to give his ruling within the period referred to in Clause 10.1.5 he shall be deemed to have given a ruling dismissing the claim.</p>
10.2.1	<p>Amend Clause 10.2.1 as follows:</p> <p>In respect of any matter arising out of or in connection with the Contract, which is not required to be dealt with in terms of Clause 10.1 or which does not require the decision or ruling of the Employer, the Contractor or the Employer shall have the right to deliver a written dissatisfaction claim to the Engineer. This written claim shall be supported by particulars and substantiated.</p>

10.2.2	<p>Amend Clause 10.2.2 as follows:</p> <p>If, in respect of any matter arising out of or in connection with the Contract, which is not required to be dealt with in terms of Clause 10.1 or which does not require the decision or ruling of the Employer, the Contractor or the Employer fails to submit a claim within 28 days after the cause of dissatisfaction, he shall have no further right to raise any dissatisfaction on such matter.</p>
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10.3.2	<p>Amend Clause 10.3.2 as follows to replace "adjudication" with "court":</p> <p>If either party shall have given notice in compliance with Clause 10.3.1, the dispute shall be referred to court proceedings in terms of Clause 10.8, unless amicable settlement is contemplated.</p>
10.3.3	Replace "Engineer" with "Employer".
10.4.2	<p>Amend Clause 10.4.2 as follows to provide for submission to court:</p> <p>If the other party rejects the invitation to amicable settlement in writing or does not respond in writing to the invitation with 14 days, or amicable settlement is unsuccessful, either party may submit the dispute to court.</p>
10.4.4	<p>Amend Clause 10.4.4 to delete reference to "adjudication" and "arbitration" to read as follows:</p> <p>Save for reference to any portion of any settlement or decision which has been agreed to be final and binding on the parties, no reference shall be made by or on behalf of either party in any subsequent court proceedings, to any outcome of an amicable settlement, or to the fact that any particular evidence was given, or to any submission, statement or admission made in the course of the amicable settlement.</p>
10.5 10.6 & 10.7	The entire provisions of these Clauses are not applicable to this Contract.
10.10.3	<p>Amend Clause 10.10.3 as follows to reword and remove reference to "arbitrator":</p> <p>The court shall have full power to open up, review and revise any ruling, decision, order, instruction, certificate or valuation of the Engineer and Employer and neither party shall be limited in such proceedings before such court to the evidence or arguments put before the Engineer or Employer for the purpose of obtaining his ruling.</p>

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

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

(a)	<p>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)</p>	Applicable
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(b)	<p>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)</p>	Not applicable
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(c)	<p>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)</p>	Not applicable
(d)	<p>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)</p>	Not applicable
(e)	<p>cidb BUILD Programme: Minimum Targeted Enterprise Development Contract Participation Goal in accordance with the cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. (Applicable to projects which require 7GB or 7CE cidb grading, i.e. R20 000 001 and above with minimum 6 month construction period)</p>	Not applicable
(f)	<p>cidb BUILD Programme: Minimum Targeted Contract Skills Development Goal in accordance with the cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 43495 of 3 July 2020, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 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 class of works categories, i.e. R20 000 001 and above with minimum 12 month construction period)</p>	Not applicable
(g)	<p>DPWI National Youth Service training and development programme (NYS) – Condition of Contract. (Applicable to projects with a minimum contract value R2 Mil and minimum 12 month construction period.</p>	Not applicable
(h)	<p>Labour Intensive Works – Condition of Contract. (Applicable to all CE projects and all GB projects \geq R30 million)</p>	Not applicable
(i)		Select
(j)		Select



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PART 2: DATA PROVIDED BY THE BIDDER	
1.1.1.9	The name of the Bidder is: _____
1.2.1.2	<p>The address of the Bidder is:</p> <p>Postal address:</p> <p>_____</p> <p>_____</p> <p>_____ Postal Code: _____</p> <p>Tel: _____ Fax: _____</p> <p>TAX / VAT Registration No: _____</p> <p>Physical address:</p> <p>_____</p> <p>_____</p> <p>_____ Postal Code: _____</p> <p>E-mail address: _____</p>
6.2.1	<p>The security to be provided by the Contractor shall be one of the following:</p> <p>(a) Cash deposit of 10 % of the Contact Sum (excl. VAT) <input type="checkbox"/> YES or <input type="checkbox"/> NO</p> <p>(b) Variable performance guarantee of 10 % of the Contract Sum (excl. VAT) <input type="checkbox"/> YES or <input type="checkbox"/> NO</p> <p>(c) Retention of 10 % of the value of the Works (excl. VAT) <input type="checkbox"/> YES or <input type="checkbox"/> NO</p> <p>(d) Cash deposit of 5 % of the Contract Sum (excl. VAT) plus retention of 5 % of the value of the Works (excl. VAT) <input type="checkbox"/> YES or <input type="checkbox"/> NO</p>



(e) Performance guarantee of 5 % of the Contract Sum (excl. VAT)
plus retention of 5 % of the value of the Works (excl. VAT) YES or NO

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

DPW-10.2 (EC): VARIABLE CONSTRUCTION GUARANTEE – (GCC (2010) 2nd EDITION: 2010)

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

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

Sir,

VARIABLE CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF GCC (2010) 2nd EDITION 2010

1. With reference to the contract between _____
 _____ (hereinafter referred to as the “**contractor**”) and the Government of the Republic of South Africa in its Department of Public Works (hereinafter referred to as the “**employer**”), Contract/Tender No: **CPT 1007/22**, for the **CAPE TOWN, CENTRAL, CUSTOMS AND EXCISE BUILDING, MODERNISATION, REPAIRS AND MAINTENANCE OF VARIOUS LIFTS AREA-A** (hereinafter referred to as the “**contract**”) for the sum of R _____, (_____), (hereinafter referred to as the “**contract sum**”).

I / We, _____
 in my/our capacity as _____ and hereby representing _____ (hereinafter referred to as the “**guarantor**”) advise that the **guarantor** holds at the **employer’s** disposal the sum of R _____, (_____) being 10% of the **contract sum** (excluding VAT), for the due fulfilment of the **contract**.

2. I / We advise that the **guarantor’s** liability in terms of this guarantee shall be as follows:
- (a) From and including the date on which this guarantee is issued and up to and including the day before the date on which the last **certificate of completion** of works is issued, the **guarantor** will be liable in terms of this guarantee to the maximum amount of 10% of the **contract sum** (excluding VAT);
 - (b) The **guarantor’s** liability shall reduce to 5 % of the **value of the works** (excluding VAT) as determined at the date of the last **certificate of completion** of works, subject to such amount not exceeding 10% of the **contract sum** (excluding VAT);
 - (c) This guarantee shall expire on the date of the last **final approval certificate**.
3. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis; and de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed on receipt of a written demand from the **employer** to do so, stating that (in the **employer’s** opinion and sole discretion):
- (a) the **contractor** has failed or neglected to comply with the terms and/or conditions of the **contract**; or
 - (b) the **contractor’s** estate is sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa.



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

SIGNED AT _____ ON THIS _____ DAY OF _____ 200__

AS WITNESS

1. _____
2. _____

By and on behalf of

(insert the name and physical address of the guarantor)

NAME: _____

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

DATE: _____

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



C. This GUARANTEE must be returned to: _____



DPW-10.4 (EC): FIXED CONSTRUCTION GUARANTEE - (GCC (2010) 2nd EDITION: 2010)

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

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

Sir,

FIXED CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF GCC (2010) 2ND EDITION 2010

1. With reference to the contract between _____
_____ (hereinafter referred to as the "**contractor**") and the Government of the Republic of South Africa in its Department of Public Works (hereinafter referred to as the "**employer**"), Contract/Tender No: **CPT 1007/22**, for the **CAPE TOWN, CENTRAL, CUSTOMS AND EXCISE BUILDING, MODERNISATION, REPAIRS AND MAINTENANCE OF VARIOUS LIFTS AREA-A** (hereinafter referred to as the "**contract**"), for the sum of R _____, (_____), (hereinafter referred to as the "**contract sum**").

I / We, _____
in my/our capacity as _____ and hereby
representing _____ (hereinafter referred to as the "**guarantor**") advise that the **guarantor** holds at the **employer's** disposal the sum of R _____, (_____) being 5% of the **contract sum** (excluding VAT), for the due fulfillment of the **contract**.

2. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis; and de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed on receipt of a written demand from the **employer** to do so, stating that (in the **employer's** opinion and sole discretion):
- the **contractor** has failed or neglected to comply with the terms and/or conditions of the **contract**; or
 - the **contractor's** estate is sequestered; liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa.
3. Subject to the above, but without in any way detracting from the **employer's** rights to adopt any of the procedures provided for in the **contract**, the said demand can be made by the **employer** at any stage prior to the expiry of this guarantee.
4. The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon the issue of the last **final approval certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.
5. The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the



aforegoing, any compromise, extension of the construction period, indulgence, release or variation of the **contractor's** obligation shall not affect the validity of this guarantee.

- 6. The **guarantor** reserves the right to withdraw from this guarantee at any time by depositing the guaranteed amount with the **employer**, whereupon the **guarantor's** liability ceases.
- 7. This guarantee is neither negotiable nor transferable, and
 - (a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 4 above, or
 - (b) shall lapse on the date of the last **certificate of completion** of works.
- 8. This guarantee shall not be interpreted as extending the **guarantor's** liability to anything more than the payment of the amount guaranteed.

SIGNED AT _____ ON THIS _____ DAY OF _____ 20____.

AS WITNESS

- 1. _____
- 2. _____

By and on behalf of

(insert the name and physical address of the guarantor)

NAME: _____

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

DATE: _____

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

PG-02.1 (EC) PRICING ASSUMPTIONS – GCC (2010) 2nd Edition 2010

Project title:	CAPE TOWN,CENTRAL ,CUSTOMS AND EXCISE BUILDING , MODERNISATION, REPAIRS AND MAINTENANCE OF VARIOUS LIFTS AREA-A		
Tender / Quotation no:	CPT1007/22	Reference no:	

C2.1 Pricing Assumptions

C2.1.1 GENERAL

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

C2.1.2 DESCRIPTION OF ITEMS IN THE SCHEDULE

The Bill of Quantities has been drawn up generally in accordance with Mechanical and Electrical Engineering Quantities.

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

C2.1.3 QUANTITIES REFLECTED IN THE SCHEDULE

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

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

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

C2.1.4 PROVISIONAL SUMS

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

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

C2.1.5 PRICING OF THE BILL OF QUANTITIES

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

The prices and rates to be inserted by the Tenderer in the Bill of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include

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

full compensation for all cost and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the bill of quantities as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based.

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

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

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

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

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

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

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

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

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

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

For 'Rate Only' items no quantities are given in the "Quantity" column but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall however note that in terms of

the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

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

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

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

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

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

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

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

C2.1.6 VALUE ADDED TAX

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

C2.1.7 CORRECTION OF ENTRIES

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

C2.1.8 ARITHMETICAL ERRORS

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

C2.1.9 CONTRACT DOCUMENTS

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

C2.1.10 UNITS OF MEASUREMENT

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

No.	=	Number
%	=	Percent
Sum	=	Lump sum
PCsum	=	Prime cost sum
Prov sum	=	Provisional sum
m ³ .km	=	Cubic metre - kilometre
Km-pas	=	kilometre - pass
m ² .pass	=	square metre – pass
m	=	running meter
hr	=	hour/60 minutes
day	=	24 hour period
week	=	7 calendar days
bi-weekly	=	14 calendar days
month	=	30/31 calendar days

C2.1.11 TRADE NAMES

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

C2.1.12 CONTRACT DOCUMENTS

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

C2.1.13 PAYMENTS

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

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

C2.1.14 ACCOMMODATION ON SITE

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



C2.1.15 LOCAL MATERIAL UTILISATION REPORT (LOCAL CONTENT)

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

The contractor shall achieve in the performance of this contract the prescribed local content deliverables as listed in PA36 and annexures C thereto in the respective designated sectors as published by Department Trade Industry and Competition (DTIC). The Service Provider shall submit an accumulative monthly report to the Employer's representative indicating the percentage targets achieved which must be reconciled upon completion of the project and to form part of the final account.

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

C2.1.16 CONTRACT PARTICIPATION GOALS

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

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

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

C2.1.16.1 Minimum 30% Sub-contracting Contract Participation Goal

MINIMUM 30% MANDATORY SUBCONTRACTING TO SMMEs: IMPLEMENTATION OF PREFERENTIAL PROCUREMENT REGULATIONS 2017

30% Mandatory subcontracting is APPLICABLE to this project.

Provision is made within the Contract Participation Goal section in the Bill of Quantities for thirty percent (30%) subcontracting to SMMEs in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.5.1. The contractor shall price his Profit and Attendance, all inclusive of associated costs to the contractor for implementation. Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

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

The Minimum Targeted Local Building Material Manufacturers CPG is N/A to this project.

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Building Material Manufacturers CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.5.2. The contractor shall price his Profit and Attendance, all inclusive of associated costs to the contractor for implementation. Allowance must be

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

C2.1.16.3 MINIMUM TARGETED LOCAL BUILDING MATERIAL SUPPLIERS CONTRACT PARTICIPATION GOAL

The Minimum Targeted Local Building Material Suppliers CPG is N/A to this project.

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Building Material Suppliers CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.5.3. The contractor shall price his Profit and Attendance, all inclusive of associated costs to the contractor for implementation. Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

C2.1.16.4 MINIMUM TARGETED LOCAL LABOUR SKILLS DEVELOPMENT CONTRACT PARTICIPATION GOAL

The Minimum Targeted Local Labour Skills Development CPG is N/A to this project.

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Labour Skills Development CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.5.4. The contractor shall price his Profit and Attendance, all inclusive of associated costs to the contractor for implementation. Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

C2.1.16.5 CIDB BUILD PROGRAMME: MINIMUM TARGETED ENTERPRISE DEVELOPMENT: CONTRACT PARTICIPATION GOALS (CPG)

The Minimum Targeted Enterprise Development CPG is N/A to this project.

A provisional amount has been allowed for within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Enterprise Development CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.5.5. The provisional amount allowed is for the appointment of training coordinator, mentor, training service providers and training of the beneficiary enterprises.

The contractor shall price his Profit and Attendance, all inclusive of associated costs to the contractor for implementation. Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

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

C2.1.16.6 CIDB BUILD PROGRAMME: MINIMUM TARGETED TARGETED CONTRACT SKILLS DEVELOPMENT GOALS (CSDG)

The Minimum Targeted Contract Skills Development CPG is N/A to this project.

A provisional amount has been allowed for within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Skills Development CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.5.6. The provisional amount allowed is for:

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

The contractor shall price his Profit and Attendance (all inclusive of associated costs to the contractor for implementation and reporting), based on the provisional amount in the Contract Participation Goal section in the Bill of Quantities. The contractor shall complete a separate bill of quantities upon the award of the project and identification of the respective beneficiaries. The CPG value to be achieved will be based on the actual contract amount which will be offset against the provisional amount allowed for within the Contract Participation Goal section in the Bill of Quantities.

Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

Payment

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

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

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

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

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

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

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

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

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

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

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

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

Table 3: Notional Cost of Training; Headcount
Source: cidb Standard for Skills Development

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

Note: the required CPG will be recalculated based on the awarded tender amount and "Contract amount" once the beneficiaries have been appointed and actual costs are known. The notional cost of providing training opportunities will increase by CPI on an annual basis based on April CPI. Should the rates increase after bid award or during construction the rates will be adjusted as a re-measurable item.

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

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

Table 4: Notional cost recalculation upon appointment of beneficiaries

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



Total	2		R338 000
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C2.1.16.7 NATIONAL YOUTH SERVICE TRAINING AND DEVELOPMENT PROGRAMME

The National Youth Service Training and Development Programme is *N/A* to this project.

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

Provision has been made within the Contract Participation Goal section in the Bill of Quantities for the National Youth Service Training and Development Programme CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.5.7. The contractor to price all elements of this section and allowance must be made for submitting monthly reports in the prescribed manner as per examples of reports bound in the specification document.

C2.1.16.8 LABOUR-INTENSIVE WORKS

Labour Intensive Works is *N/A* to this project

Where labour intensive work is specified in the Bill of Quantities and indicated by "LI" the contractor must price for and include in rates. Contractors are expected to use their initiative to identify additional activities that can be done labour-intensively to comply with the set minimum labour intensity target. Allowance must be made for submitting monthly reports illustrating the value of the works executed under Labour Intensive Works.

C2.2 Submission of Accrual Reports

The Contractor shall submit accrual reports to the client representative at the end of March and September each year for the duration of the Service Contract period from the date of appointment up to and including project closeout. This is to ensure that PMTE complies with the accounting framework GRAP, which requires that PMTE disclose all its accruals as at the end of each reporting date. Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

Total	2		R338 000
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public works

Department:
Public Works
REPUBLIC OF SOUTH AFRICA

NATIONAL DEPARTMENT OF PUBLIC WORKS

ELECTRICAL ENGINEERING SERVICES

SPECIFICATION FOR THE DESIGN, SUPPLY, INSTALLATION AND COMMISSIONING OF LIFTS AND ESCALATORS

Date: July 2018

Engineering Services Chief Directorate
Electrical Engineering Directorate
Electrical Engineering Standards & Specifications Committee
256 Madiba Street
Pretoria
0001

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1. SPECIFICATION FOR THE INSTALLATION OF LIFTS AND ESCALATORS

SECTION 1 – GENERAL

1. Intent of Specification

This specification is intended to cover the regulations and standards to be followed when specifying lifts and escalators. Excluded are the details of design and construction which are recognised as being the exclusive responsibility of the contractor. It is hereby acknowledged that neither the Principal Agent nor the Consulting Engineer invented or developed any part of the system, but have only made selections of materials and finishes, as well as specified performance and installation criteria as may be applicable.

For the purposes of this document the following applies:

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

2. Standards and Codes

All standards referenced shall be the latest editions.

2.1. All lifts shall be in accordance with **SANS 1545** under the general title *Safety Rules for the construction and installation of lifts* as follows:

- 1545-1 Part 1: Electric lifts
- 1545-2 Part 2: Hydraulic lifts
- 1545-3 Part 3: Lifts for persons with disabilities (stair lifting platforms)
- 1545-4 Part 4: Lifts for persons with disabilities (vertical lifting platforms)
- 1545-5 Part 5: Electric and hydraulic access, goods only lifts
- 1545-6 Part 6: Rack-and-pinion lifts
- 1545-7 Part 7: Electric and hydraulic service lifts (dumb waiters)
- 1545-9 Part 9: Lift landing doors – Fire resistance testing

and with **SANS 50081** which incorporates the European standards (**EN**) under the general title *Safety Rules for the construction and installation of lifts* as follows:

- 50081-1 Part 1: Electric lifts
- 50081-2 Part 2: Hydraulic lifts
- 50081-3 Part 3: Electric and hydraulic service lifts
- 50081-20 Lifts for the transport of persons and goods – Part 20: Passenger and goods passenger lifts
- 50081-21 Lifts for the transport of persons and goods – Part 21: New passenger and goods passenger lifts in existing building
- 50081-22 Lifts for the transport of persons and goods – Part 22: Electric lifts with inclined path
- 50081-31 Special lifts for the transport of persons and goods – Part 31: accessible goods only lifts
- 50081-41 Special lifts for the transport of persons and goods – Part 41: Vertical lifting platforms intended for use by persons with impaired mobility
- 50081-50 Examinations and tests – Part 50: Design rules, calculations, examinations and tests of lift components
- 50081-70 Particular applications for passenger and goods lifts – Part 70: Accessibility to lifts for persons including persons with disability
- 50081-72 Particular applications for passenger and goods lifts – Part 72: Firefighters lifts
- 50081-80 Existing lifts – Part 80: Rules for the improvement of safety of existing passenger and goods lifts

Escalators shall be in accordance with the following:

- SANS 21-1 Safety of escalators and moving walks Part 1: Construction and installation
- SANS 21-2 Safety of escalators and moving walks Part 2: Rules for the improvement of safety of existing escalators and moving walks
- SANS 1543 Escalators and passenger conveyors

2.2. All lifts/escalators to comply in accordance to **SANS 61508** for the functional safety of electrical/programmable electronic safety related systems.

- 61508-0 Functional safety of electrical/electronic/programmable electronic safety-related systems Part 0: Functional safety and IEC 61508.
- 61508-1 Functional safety of electrical/electronic/programmable electronic safety-related systems Part 1: General requirements
- 61508-2 Functional safety of electrical/electronic/programmable electronic safety-related systems Part 2: Requirements for electrical/electronic/programmable electronic safety-related systems
- 61508-3 Functional safety of electrical/electronic/programmable electronic safety-related systems Part 3: Software requirements
- 61508-4 Functional safety of electrical/electronic/programmable electronic safety-related systems Part 4: Definitions and abbreviations
- 61508-5 Functional safety of electrical/electronic/programmable electronic safety-related systems Part 5: Examples of methods for the determination of safety integrity levels
- 61508-6 Functional safety of electrical/electronic/programmable electronic safety-related systems - Part 6: Guidelines on the application of IEC 61508-2 and IEC 61508-3
- 61508-7 Functional safety of electrical/electronic/programmable electronic safety-related systems Part 7: Overview of techniques and measures.

2.3. All electrical work shall be in accordance with the relevant SANS standards, in particular SANS 10142-1 The Wiring of Premises Part 1: Low-voltage installations

3. Compliance with Regulations

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

- a) The Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended,
- b) Department of Labour: Lift, Escalator and Passenger Conveyor Regulations, 2009 as amended,
- c) The Local Government Ordinance 1939 (Ordinance 17 of 1939) as amended and the municipal by-laws and any special requirements of the local supply authority,
- d) The Fire Brigade services Act 1987 (Act 99 of 1987) as amended,
- e) The National Building Regulations and Building Standards Act 1977 (Act 103 of 1977) as amended,
- f) The Electricity Act 1984 (Act 41 of 1984) as amended.

4. Scope of Work

Included in this Lift and Escalator Specification

Supply and install all labour, materials, equipment and services and perform all operations required as indicated on the specification and drawings.

5. Co-ordinating

The Lift Contractor shall familiarise himself with the requirements of the other professional disciplines and shall examine the plans and specifications covering each of these sections.

The lift space requirements shall be carefully checked with other professional disciplines to ensure that the equipment can be installed in the proper sequence in the space allotted.

6. Submittals

Layout and Shop Drawings

Layout drawings are required for all work, including car enclosure and landing entrance co-ordinating drawings.

Shop drawings are required in hard and electronic copies for car enclosure, landing entrances and signal fixture work showing construction, finish and fastening details. Furthermore, shop drawings shall show shaft construction detail including all the required internal supporting beams, pit dividing walls for multi-lift shafts and pit sump pump drains. Composite shop drawings shall be submitted for areas which require close co-ordination with the work of the different trades.

All special equipment and fixture faceplates shall be submitted for approval. Drawings and samples or brochures shall be submitted for each type of fixture and shall be co-ordinated with the architectural drawings. Final design and material proposed for fixture faceplates and special equipment shall be approved by the Representative/Agent.

7. Samples

All exposed materials and finishes shall be submitted to Representative/Agent for approval in sample form.

The Lift Contractor shall furnish such samples as may be called for and the Representative/Agent may reject all materials or workmanship not corresponding with the samples. All approved samples shall be held in safe-keeping until such time as the work to which they apply has been completed.

8. Tests Certificates and Inspections

The Lift Contractor shall carry out all the tests and checks required and issue the necessary Certificate of Compliance prior to final completion

Upon completion of the installation of all equipment and once being in full operation the Lift Contractor shall completely test the lift equipment to demonstrate that the equipment is provided in compliance with the specification. The total costs for these test shall be included in the tendered amount.

The Lift Contractor shall make arrangements for such tests and shall give at least 72 hours written notice to the Representative/Agent, before commencing the test.

In the event of the plant, equipment or installation not passing the test, the Representative/Agent shall be at liberty to deduct from the Contract amount all reasonable expenses incurred by the Employer and/or the Representative/Agent attending the test.

Whenever any installation or equipment is operated for testing or adjusting as provided for above, the Contractor shall operate the entire system for as long a period as may be required to prove satisfactory performance at all times in the occupied space served by that system until the system is handed over.

The Contractor shall provide all labour and supervision required for such operation and the Department may assign operating personnel as observers, but such observation time shall not be counted as instruction time.

After completing the installation or system, all equipment shall be tested, adjusted and readjusted until they operate to the satisfaction and approval of the Representative/Agent.

The Contractor shall submit certificates of tests carried out to prove the efficiency of all equipment, as well as certificates to be obtained from all relevant authorities, statutory bodies, etc.

9. Application to Department of Labour

The Lift Contractor shall submit all the necessary drawings and information to the Regional Director of the Department of Labour and shall submit the necessary application for the erection and use of the lifts and escalators.

10. Operating and Maintenance Manuals

The Contractor shall be responsible for the compilation of a complete set of Operating and Maintenance manuals.

This shall be done in accordance with the Annexure A – Operating and Maintenance manuals.

All information shall be recorded and reproduced in electronic format as well as supplying the Representative/Agent with three sets of hard copies.

Approval of the final Operating and Maintenance Manuals shall be a prerequisite for issuing of a Certificate of Practical Completion of the installation.

11. Guarantee

After works completion of the installation have been achieved, there will follow a 12-month free maintenance period.

During this period the lift contractor shall maintain the lift installation as per the requirements of the Occupational Health and Safety Act. This maintenance shall include systematic examinations, adjustments and lubrication of all lift equipment. Electrical and mechanical parts shall be repaired or replaced whenever it is required to maintain optimum performance without additional cost to the Department, unless the condition was caused by misuse or vandalism of the lift equipment or natural hazards/force majeure.

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

During the guarantee period the Department will invite tenders for the comprehensive maintenance of the lift installation, which will commence after the final completion has

taken place, i.e. after the twelfth month guarantee period is over and all defects are corrected.

12. Materials and Workmanship

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

13. Brochures

Detailed brochures of all equipment offered, including the control, drive, door operator, call buttons and signals, remote monitoring station, intercoms and emergency dial-out system shall be presented together with the tender documents.

2. SPECIFICATION FOR THE INSTALLATION OF LIFTS AND ESCALATORS

SECTION 2 – SPECIFIC LIFT REQUIREMENTS

1. DETAIL LIFT REQUIREMENT

The equipment offered shall be suitable for continuous operation under the following conditions for this specific building.

- 1.1. Location: -----(Building name)-----
- 1.2. Ambient temperature: Max °C
Min °C
Max. Relative Humidity %
- 1.3. Altitude: (Height above sea level) m
- 1.4. Max peak demand – (number of passengers per 5 minute period.)
- 1.5. Waterproofing of pit: It is assumed that water may penetrate down the side of the escalator truss cladding and enter the pit area. It shall be the Contractors responsibility to inform the Representative/Agent of all escalator pit waterproofing requirements and the pit dimensions given and drawings issued must clearly detail the pit waterproofing requirements.
- 1.6. A suitable sized sump pump must be designed, supplied and installed by the lift contractor.
- 1.7. All lift controllers shall be open protocol and not proprietary or password protected.
- 1.8. Upon power failure, all lifts (including the fireman's lift) to move to ground floor level and doors to open and remain open until power is restored.
- 1.9. Supply and install a lifting hook in the centre of the shaft that can safely carry the weight of the lift or a 1000 kg, whichever is the greatest.

2. LIFT DETAIL DESIGN INFORMATION

The consultant to provide adequate information to the contractor to supply the correct lift machine data for correct power feeder design as per below tables 2.1 and 2.2 a-h.

2.1. Description of Lift System

Description	Lift Number	Stops	Floors	Speed	Load	Units

2.2. Technical Requirements for Group

(a) General

<u>Item</u>	<u>Description</u>	<u>Detail Requirements</u>
(a)	Number of Units	
(b)	Type of Lift	
(c)	Load	
(d)	Speed	
(e)	Lift Numbers	
(f)	Total Number of Travel (m)	
(g)	Number of Stops	
(h)	No of Openings	
(i)	Car Entrances	
(j)	Floor Designation	
(k)	Pit Depth	
(l)	Machine Room Dimension	
(m)	Pit Service Platform	
(n)	Extended Buffers	
(o)	Access below Pit	
(p)	Counterweight Safeties	

(b) Machine

<u>Item</u>	<u>Description</u>	<u>Detail Requirements</u>
(a)	Drive	
(b)	Machine	
(c)	Roping	
(d)	Automatic Self-Levelling	
(e)	Compensation	

(c) Control Operation

<u>Item</u>	<u>Description</u>	<u>Detail Requirements</u>
(a)	Operation	
(b)	Up/Down Peaks	
(c)	Fire Control	
(d)	Fireman's Floor	
(e)	Emergency Power Control	
(f)	Evacuation Floor	
(g)	Independent Control	
(h)	Load Measuring	

(d) Landing Equipment

<u>Item</u>	<u>Description</u>	<u>Detail Requirements</u>
(a)	Landing Doors Opening	
(b)	Door Operation	
(c)	Door Control	
(d)	Position Indicator	
(e)	Waiting Lanterns	Yes
(f)	Gongs	Yes
(g)	Call Buttons	<i>Approved vandal proof mechanical micro push button</i>
(h)	Direction Arrows	<i>Yes-above all landing entrances</i>

(e) Car Equipment

<u>Item</u>	<u>Description</u>	<u>Detail Requirements</u>
(a)	Number of COP's	
(b)	Protection Drapes	
(c)	Position Indicators	
(d)	Direction Arrows	
(e)	Intercom	Yes
(f)	Call Buttons	<i>Approved vandal proof mechanical micro push buttons</i>
(g)	Door Detectors	
(h)	Signage	Yes
(i)	Emergency Light	Yes
(j)	Braille Call Buttons	Yes

(f) Shaft Dimensions and Equipment

<u>Item</u>	<u>Description</u>	<u>Detail Requirements</u>
(a)	Shaft Dimensions	
(b)	Head Room Dimension	
(c)	Pit Sump	
(d)	Shaft Lighting	
(e)	Pit sump dimension	
(f)	Ground to first floor dimensions	
(g)	First floor top to shaft top dimensions	

(g) Car Enclosure

<u>Item</u>	<u>Description</u>	<u>Detail Requirements</u>
(a)	Car Dimensions	
(b)	Car Clear Internal Height	
(c)	Clear Door Opening	

(h) Finishes

<u>Item</u>	<u>Description</u>	<u>Detail Requirements</u>
(a)	Fixture Faceplates	<i>Minimum 3mm thick Stainless Steel (SST) with bevelled edges and a brushed finish</i>
(b)	Car COP Faceplates	<i>Full height next to car door SST with brushed finish</i>
(c)	Car Side Walls	<i>SST-brushed finish</i>
(d)	Car Rear Wall	<i>SST-brushed finish</i>
(e)	Car Front	<i>SST-brushed finish</i>
(f)	Car Floor	<i>Ornament-Principal agent to specify colour</i>
(g)	Car Ceiling	<i>High Quality suspended ceiling with recessed luminaires</i>
(h)	Hand Rails	<i>At a height of 900mm above car floor sides and rear of car</i>
(i)	Car Doors	<i>SST-brushed finish</i>
(j)	Landing Doors	<i>SST-brushed finish</i>
(k)	Landing Frames	<i>SST-brushed finish</i>
(l)	Landing Signals	<i>Fitted above landing entrances</i>

3. ELECTRICAL SUPPLY REQUIREMENTS

Provision of a 3-phase, 4-wire, 50Hz 400/231V accessible permanent power supply to a distribution board shall be provided in the position shown on the drawings. The distribution board will be equipped with a separate circuit breaker for the shaft and car lighting as well as a separate circuit breaker with earth leakage protection for the socket outlet in the pit and on top of the lift car with a separate circuit suitable for the pit sump pump as designed by the lift contractor.

If applicable, the machine shall be provided with sufficient lighting, ventilation, etc. by the lift contractor.

If applicable, the standby power supply will be sized to run a predetermined number of lifts simultaneously.

A suitable pit sump pump supply must be designed, supplied and installed.

4. LIFT CAR REQUIREMENTS

- 4.1. A continuous lighting system shall be provided along each side of the car. The lighting system shall consist of concealed, surface mounted, latest technology energy efficient luminaires.
- 4.2. Silent running squirrel cage, centrifugal flow exhaust blowers for passenger and goods/passenger lifts shall be mounted to draw air into car enclosure when doors are open and through door side clearances when doors are closed. The blower shall be mounted on the car top, draw air from the car through the perimeter of the suspended ceiling and exhaust the air into the lift shaft. The fan shall be switched via a toggle switch mounted in the car operating panel.
- 4.3. Lift car finishes
 - (a) A robust handrail must be provided across the rear and side walls of the lift car. The spacer blocks to which the hand and bumper rails are secured shall be fixed to the panels.
 - (b) Goods/Passenger lift car inner panels shall be stainless steel for general buildings.
 - (c) The fixture faceplates in the lift car and at the landings shall be mounted with concealed security fastenings or fastenings requiring special tools to remove them, as approved by the Representative/Agent. Exposed fastenings shall match the material and finish of the faceplate.
 - (d) The following fixture face plates shall be located and sized in accordance with dimensions approved by the Representative/Agent:
 - Car operating panels.
 - Car position indicators.
 - Car direction indicators.
 - Landing push button stations.
 - Landing position indicators and signals.
 - Blanking-off plates
 - (e) Without exception the Representative/Agent shall approve the final design of the fixture faceplates before placing the order or manufacturing of this equipment.
 - (f) Floor type of covering and colour to suit the environment where lift is installed and to be specified by consultant.

5. Group Automatic Operation – Two or More Lifts in a Group

5.1. Automatic Operation

The consultant to indicate if the lifts are working in a group. If the lifts are working in a group the following needs to be considered in the design of the lifts.

- (a) The operation of passenger lifts shall be group automatic operation arranged, dispatched and controlled by a group supervisory system.
- (b) Each lift shall be arranged for automatic operation without attendant through the car and landing buttons in conjunction with a group supervisory system or machine room fixed wiring.
- (c) Whenever a lift is returned to group automatic operation after being operated on for inspection, independent, or firemen service, the lift shall immediately take its place in the group.

5.2. Group Control Dispatching System

The dispatching system or group control system shall be de-centralised and the lifts shall not be dependent on a central control system for its effective group operation. Each lift control shall be capable of taking over the function of the group control.

5.3. Group Control Up Peak Mode

The Up Peak Mode shall be initiated automatically by recognising or anticipating traffic patterns or when a pre-determined number of cars with a loading above a predetermined weight level leave the main landing in the up direction. Cars shall be permitted to depart from the main landing without predetermined timing. During the Up Peak, down calls shall be served by cars not immediately needed to serve up traffic.

The Up Peak shall be discontinued once a predetermined number of cars with a loading below a predetermined level leave the main landing in the up direction. To suit individual building requirements, it shall be possible to alter the variables, which activate and deactivate the Up Peak without making changes to prints, hardware, the main program or fixed wiring.

5.4. Group Control Down Peak Mode

The Down Peak condition shall be detected by monitoring the number of down landing calls, down boarding rates and down lobby arrival loadings. Under heavy Down Peak traffic, landing calls shall be grouped in sequence of registration and assigned to be served in this sequence in an approximate "first in / first out" pattern. To suit individual building requirements, it shall be possible to alter the variables, which activate and deactivate the Down Peak without making changes to prints, hardware, the main program or fixed wiring.

5.5. Group Control Distribution of Free Cars

If no car call has been assigned after the lift has answered the last call, the car and landing doors shall close and the lift shall park at this landing awaiting a further assignment of a landing call or assignment to another zone or parking floor. Cars having completed service shall be dispatched after a software adjustable time period to designated floors so that possible future calls shall not keep passengers waiting for long periods of time. The free cars shall not open their car doors when arriving at a parking floor and the doors shall remain closed until required to respond to an assigned call. The distribution of free cars shall take into account additional main landings and priority floors in the following order of priority, unless otherwise specified:

- Main lobby: Priority 1

- Additional main landings: Priority 2
- Executive floors: Priority 3
- Restaurant floors: Priority 4

The main landing / lobby shall have the highest priority when distributing free cars. If two or more free cars are parked on the main landing, only the available free car/master, shall park with its doors open.

5.6. Automatic Landing By-pass

When a car load exceeds a predetermined weight level, it shall automatically bypass all landing calls in the direction of service and shall respond only to car calls. The default setting for this predetermined level shall be 65% of rated load.

5.7. Car Held Up at a Landing

Should a lift be delayed at a typical floor beyond a pre-set software adjustable time period initially set at **thirty (30) seconds**, the lift shall be disconnected from the group automatic operation and the assigned landing calls shall be re-assigned to an alternative operational lift.

5.8. Car Call Cancelling

When the car has responded to the last call in the up or down direction, the car calls shall automatically be cleared from the system to maintain optimum efficiency.

3. SPECIFICATION FOR THE INSTALLATION OF LIFTS AND ESCALATORS

SECTION 3 – SCHEDULE OF TECHNICAL INFORMATION

1. GENERAL

Tenderers are required to complete the following Schedule of Technical Information and shall in addition, under separate cover, give full particulars of the equipment and installations offered as well as detailed descriptions of the various methods of control and operation.

2. TECHNICAL INFORMATION SCHEDULE

Item	Description	Details
1.	Manufacturer's name	
2.	Country of origin	
3.	% South African manufactured parts	
4.	Performance	
a)	Car speed in m/s	
b)	Average round trip time	
c)	Maximum carrying capacity of each lift car	
d)	Average waiting time after registration of a landing call	
5.	Main Hoist Motor	
a)	Maker's name	
b)	Type	
c)	Rated output (kW)	
d)	Time rating (starts/hr)	
e)	Manufacturing standard and safety codes	
f)	Maximum speed (RPM)	
g)	Rated voltage (Volts)	
h)	Full load current (Amps)	
i)	Starting current (Amps)	
j)	Type of bearings	
k)	Maximum line current with lift starting with full contract load (Amps)	
6.	Type of Brake	
7.	Gearing (If Applicable)	
a)	Material of worm	
b)	Material of worm-wheel	

Item	Description	Details
c)	Type of thrust bearings	
d)	Ratio of gearing	
e)	Type of worm-shaft bearings	
f)	Worm above or below wheel	
8.	Drive	
a)	Diameter of traction sheave (rope centres)	
b)	Type of grooving used on traction sheave	
c)	Type of bearing for sheave shaft	
d)	Diameter of smallest deflector pulley used	
e)	Type of grooves provided on deflector pulleys	
f)	Type of bearings for deflector pulleys	
g)	Means provided for absorption of vibration	
9.	Switch gear and Control System	
a)	Make of main circuit breaker	
b)	Rupturing capacity of main circuit breaker (kA)	
c)	Type of control system	
d)	Control voltage	
e)	Make of contactors	
f)	Make of control relays	
g)	Contact materials used for auxiliary and main contacts of controller switch gear	
h)	Type of selector	
10.	Car and Doors	
a)	Mass of complete car with doors and operating gear (kg)	
b)	Net inside dimensions(width x depth x height) in mm	
c)	Thickness of material of car and landing doors	
d)	Finish of car and landing doors	
e)	Clear width and height of car and landing entrances	
f)	Type of door drive mechanism offered	
g)	Type of suspension used for car and landing doors	
h)	Type of proximity detectors	
(I)	For passengers approaching from landing	
(II)	For passengers leaving lift car	
i)	Type of material used for inside finishes of car (i.e.	

Item	Description	Details
	panels, ceiling trim)	
j)	Thickness and type of floorboards and floor covering	
k)	How is car and platform isolated from supporting structure?	
l)	Are car panels treated externally for sound absorption?	
m)	Door speed:	
(I)	Normal (m/min)	
(II)	On force closing (m/min)	
11.	Ropes	
a)	Maker's name	
b)	Diameter of ropes (mm)	
c)	Number of main ropes	
d)	Breaking load of each rope (kN)	
e)	Maximum working load of each rope	
f)	Factor of safety	
g)	Tensile strength of steel used (MPa)	
h)	Number of strands in rope	
i)	Number of wires per strand	
j)	Construction and lay of rope	
k)	Type of rope fastening used	
l)	System of roping (i.e. 2:1 or 1:1, single or double wrap)	
12.	Counterweight	
a)	Total mass (kg)	
b)	Percentage of live load counter balanced (%)	
13.	Guide Rails	
a)	Type and section	
b)	Mass per metre-length (kg) for:	
(I)	Car	
(II)	Counterweight	
14.	Roller Shoes	
a)	Type	
b)	Material of tyres for roller type guides	
15.	Buffers	

Item	Description	Details
a)	Type	
b)	Length of stroke	
c)	Reactions on pit floor when buffers are hit at 115% of contract speed whilst car is carrying contract load	
(I)	Car buffers	
(II)	Counterweight buffers	
16.	Safety Gear	
a)	Type	
b)	Type of governor	
c)	Stopping distance at over speed with:	
(I)	Car empty (mm)	
(II)	With contract load (mm)	
d)	Percentage over-contract speed when governor trips safety (%)	
e)	Percentage over-contract speed at which governor trips motor supply	
f)	Is safety still effective if governor rope breaks after application of safety device?	
17.	Steelwork at Top of Shaft	
a)	Number and type of sections used	
b)	Reactions on structure must be submitted with tender by indicating position, magnitude and direction of all reactions on a drawing	
18.	Levelling	
a)	Levelling speed (m/s)	
b)	Levelling tolerance guaranteed (Maximum) (mm)	
c)	Will car and landing doors be fully open when car reaches floor level?	
d)	What is distance of levelling zone above and below floor level?	
19.	Selector Type	
20.	Deviations from Specification as an Alternative Offer: Does the equipment offered comply strictly with the specification (Yes/No)	

3. DEVIATIONS FROM SPECIFICATION AS ALTERNATIVE OFFER

If answer to 20 above is NO, tenderers shall give full details of all deviations between the alternative offered and specified equipment hereunder:

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

TENDERER'S NAME AND ADDRESS

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

.....
**Signature of Tenderer's
Authorised Signatory**

TEL NO.

DATE:

4. SPECIFICATION FOR THE INSTALLATION OF LIFTS AND ESCALATORS

SECTION 4 - OPERATING AND MAINTENANCE MANUALS

1. SCOPE

The Contractor shall be responsible for the compilation of complete sets of Operating and Maintenance Manuals. A separate Operating and Maintenance Manual shall be supplied for each installation.

2. PROCEDURE FOR SUBMISSION OF MANUALS

2.1. Submission of Draft Manuals

A draft copy of each Operating and Maintenance Manual shall be submitted to the Representative/Agent prior to safety inspection of the installation. Approval of the draft Operating and Maintenance Manuals shall be a prerequisite for commencement of the safety inspection in terms of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)

The manuals will be reviewed and checked by the Representative/Agent and returned to the Contractor with comments, where necessary. The Contractor shall make the necessary changes and amendments to the manuals to incorporate the Representative/Agent's comments.

2.2. Development of Final Manuals

A final draft copy of each Operating and Maintenance Manual shall be submitted to the Representative/Agent at least one week prior to commencement of Day 1 tests on commissioning. This set of manuals will not be accepted without the Contractor's verification of the information contained in the manuals and the professional language editing thereof. The Representative/Agent shall return the manuals to the Contractor, who shall make the final corrections. The Representative/Agent will, however, not be responsible for the quality control on manuals. Approval of final Operating and Maintenance Manuals shall be a prerequisite for issuing of a Certificate of Practical Completion for repair of the installation.

After the Representative/Agent has approved the final Operating and Maintenance Manuals, the Contractor shall provide the Representative/Agent with seven (7) sets of the manuals. Approval of the final Operating and Maintenance Manuals shall be a prerequisite for issuing of a Certificate of Completion.

3. FORMAT OF OPERATING AND MAINTENANCE MANUALS

- (a) Manuals shall be bound in hardcover lever-arch files with plastic coatings. The files shall be clearly labelled on the front cover, as well as on the back band, with the following information:
 - (i) The title "Operating and Maintenance Manuals"
 - (ii) Name of the contract and contract number
 - (iii) The Contractor's name, email address and contact telephone number and fax (logo optional)
 - (iv) Month and year in which the manuals are finally handed over to the Employer
 - (v) Name of the User Client.
- (b) Pamphlets and bound leaflets/booklets from suppliers or manufacturers shall be placed in plastic pockets.
- (c) Drawings and diagrams larger than A3 shall be folded and placed in plastic pockets to be easily removed or stored.
- (d) The sections of the manuals specified below shall be clearly partitioned.
- (e) Cross-referencing between drawings/diagrams and text shall be in a clear and consequent format.
- (g) The Operating and Maintenance Manuals shall be supplied in English.

4. CONTENTS

4.1 Table of Contents

The table of contents shall appear on the second page and shall consist of the headings of the various sections in the manual and the relevant page numbers.

The table of contents shall essentially contain at least the following:

1. Introduction
 - 1.1 Scope of the manual
 - 1.2 General arrangement of the manual
 - 1.3 Description of installation
 - 1.4 Specifications
2. List of drawings and diagrams
3. Parts and components
4. Operating procedures
5. Maintenance
 - 5.1 Purpose of maintenance
 - 5.2 Preventative maintenance
 - 5.3 Trouble-shooting
6. Breakdown maintenance and repair
7. List of Appendices.

4.2 Introduction

The introduction shall contain at least the following:

4.2.1. Scope of the manual

A summary shall explain the scope of the contents.

4.2.2. General arrangement of the manual

A brief description shall explain the way in which the manual is arranged.

4.2.3. Description of installation

This section shall give a functional description of the complete installation covered by the manual, including all systems and/or functional units deemed to form part thereof.

4.2.4. Specifications

A summary shall be given of the specifications applicable to the particular part of the Contract.

4.3 Drawings and Diagrams

4.3.1 Mechanical flow diagrams (MFDs) and single line diagrams

Mechanical flow diagrams (for mechanical systems) or single line diagrams (for electrical systems) of the system and/or functional unit shall be included in the Operating and Maintenance Manuals for easy reference by the operators of the installation. Diagrams shall be drawn not only for parts of an installation that have been repaired, but also for the complete installation, including all the components.

4.4 Parts and Components

4.4.1. Equipment data sheets

A data sheet shall be drawn up for each piece of equipment and/or machine forming part of the installation and shall contain the following information:

- (a) Equipment tag number
- (b) Equipment description
- (c) Model/make/manufacture
- (d) Supplier/Reconditioning details
- (e) Ordering details
- (f) Details of fixed components
- (g) Details of lubrication
- (h) Maintenance references (refer to supplier/reconditioning technical manual).

4.4.2. Technical equipment manuals

For each piece of equipment and/or machine forming part of the installation the following information shall be included in this section of the Operating and Maintenance Manuals:

- (a) The supplier or reconditioning manual and/or standards of operating and maintenance instructions;
- (b) Illustrated parts breakdown and/or group assembly drawings as agreed with the Representative/Agent;
- (c) Parts lists and data sheets, including all characteristic curves for machines indicating operation point, efficiency, power consumption, etc;
- (d) Calibration charts, and
- (e) Test certificates for hydraulic pressure tests, flame-proof grading, materials, non-destructive examinations, coating and lining details, etc.

Each detailed description shall be accompanied by a set of engineering drawings. From the drawings the functionality of each part or component used, as well as the special characteristics associated with the part or component shall be very clear.

4.4.3. Parts and components list

A detailed description shall specify all the parts and components used for the duration of the Contract. This description shall include new parts and components, as well as existing parts and components that have either been reconditioned or used as specified in the Contract.

The description shall state at least the part or component number, part or component name, the size of the part or component, an explanatory description, the quantity used, the material of which the part or component is made, the coating (if any), date of purchase, as well as any relevant remarks as to the application thereof.

Details of the manufacturer of the part or component shall also be listed. This shall at least state the name, address, telephone number, fax number and name of a contact person.

The supplier of the part or component shall also be stated and shall include at least the name, address, telephone number, email address, fax number, email, name of a contact person and an alternative supplier (if available).

4.4.4. Drawings

Drawings shall contain a descriptive heading, an explanatory key and relevant comments. Drawings shall be done on a computer-aided design package approved by the Representative/Agent and the electronic copies of all drawings shall be submitted together with the manuals.

A compound drawing for all subassemblies shall clearly indicate how and where the various parts fit in the subassembly. The compound drawing shall be linked to the equipment data sheets and parts and components list and shall clearly specify the parts or components used, their model numbers, their sizes and the quantities used. The compound drawings shall also be accompanied by a short description explaining the workings of the subassembly, as well as the assembly of the parts or components to complete the subassembly.

4.5 Operating Procedures

The operating instructions shall be a step by step description of the manual start-up and shut-down procedure for every piece of equipment and/or process reconditioned, repaired or supplied with references to the MFDs. For automatic operation the operators shall be referred to the automatic control manual (if applicable).

The functioning of the installation shall be clearly described, using a flow diagram depicting the interrelationships among the various subassemblies. The subassemblies shall be described by descriptive drawings.

Each mechanical or process flow diagram shall contain at least a heading, relevant comments and a key.

Every subassembly shall also have its own flow diagram explaining the operation of the subassembly, as well as the application of each part and component. The application of the subassembly shall also be very clear. The flow diagram shall consist of at least a heading, relevant comments and an explanatory key.

A detailed description shall be given of all operational systems forming part of the installation, explaining the operation and functioning of the system and the number of operations personnel required for performing the operation successfully.

The preparations, which are required before the system can be operational, shall be clearly stated and explained.

The operation tasks shall be clearly explained with reference to dangerous situations that might occur. Hazardous operations shall be explained in great detail and cover all the applicable safety precautions.

4.6 Maintenance

4.6.1 Purpose of maintenance

The maintenance process shall be explained and the main responsibilities described.

4.6.2 Preventative maintenance

A preventative maintenance and lubrication schedule shall be included in this section. This schedule shall be in table format and shall include a summary of all the maintenance actions required for each different system and/or functional unit covered by this manual, in order to give a single summary of all routine preventative maintenance actions required for the complete installation.

The schedule shall indicate daily, weekly, fortnightly, monthly and yearly maintenance actions. A lubrication schedule summary shall also be included under this section.

The frequency of routine preventative maintenance actions shall be indicated very clearly.

The Contractor shall provide the maintenance requirements as prescribed by the manufacturer. The type of maintenance shall be clearly indicated. The description of the maintenance to be performed shall include at least the part name, location of the part in either the assembly or subassembly, the model number, the quantity of the particular part or component to be maintained, the type of maintenance, and notes on the maintenance procedure.

A brief description shall accompany the maintenance schedule, indicating special tools to be used, maintenance and test equipment required for the test procedures. Any special tools necessary for maintenance shall be specified in terms of name, model, size, manufacturer, supplier (name, telephone number, fax number, contact person), coating (if any) and notes on the use of the equipment.

Remarks on the system readiness checks of each subassembly shall be explained in detail. Routine inspection and maintenance processes shall be described. It shall be very clear what needs to be done, how to perform the necessary task and any dangers that are present.

4.6.3 Trouble-shooting

An explanation shall be given to assist the maintenance personnel in analysing and resolving malfunctions that might occur. Various scenarios with possible causes and rectification procedures shall be explained.

The scenarios shall be accompanied by drawings indicating the position of the part that is faulty. Each of these drawings shall have a heading, comments and an explanatory key.

4.7 Breakdown Maintenance and Repair

The Contractor shall describe the complete procedure to be followed in the event of a breakdown. It shall be very clear what the operating personnel should look for, how to eliminate any dangers due to the breakdown (e.g. electricity must be shut off in the event of problems with the wiring) and who should be contacted. The Contractor shall supply the names and telephone numbers of at least two contact persons who may be contacted in the event of a breakdown.

Repair instructions shall provide the maintenance personnel with detailed instructions for the removal and/or replacement of any item requiring replacement due to malfunctioning. Contact numbers shall also be given to assist maintenance personnel, should a breakdown occur.

The Contractor shall specify the actions expected of maintenance personnel in the event of a breakdown.

The Contractor shall also specify the testing procedures to be followed before the system can be put into operation again. Every procedure shall be described clearly and all the potential dangers pointed out, as well as the precautions that have to be taken.

The testing procedures shall be accompanied by drawings illustrating the process to be performed. Every drawing shall have a heading, comments and an explanatory key.

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SECTION 1 – GENERAL

1. INTENT OF SPECIFICATION

The lift specification is intended to cover the complete replacement / refurbishment of specific lift installations as indicated and full comprehensive maintenance for all lift installation within the scope of works as indicated below. The minimum equipment requirements are outlined, but do not cover all the details of design and construction. Such details are recognised as being the exclusive responsibility of the lift contractor. It is hereby acknowledged that neither the Principal Agent nor the Consulting Engineer invented or developed any part of the lift system, but have only made selections of capacities, speed, control systems, materials, and finishes, as well as specified performance and installation criteria as may be applicable. In all cases where a device or part of the equipment is referred to in the singular, it is intended that such reference shall apply to as many devices as are required to complete the installation. Please note the the lift installations located in Parliament Building Old Assembly, Revenue Building and Parliament Towers will be for maintenance only and not replacement.

Below find a table indicting the lift services catered for within the scope of services:

A	Simonstown Justice Magistrates Court (SN03752) (Ins 32)
A	Simonstown Naval Dock Yard (Electronic Workshop) (OT0046)
A	Simonstown Naval Dock Yard (Electronic Workshop) (OT0047)
A	Simonstown Naval Dock Yard (Fitters Afloat) (OT0042)
A	Simonstown Naval Dock Yard (Fitters Afloat) (OT0043)
A	Simonstown Naval Dock Yard (Fitters Afloat) (OT0044)
A	Simonstown Naval Dock Yard (Fitters Afloat) (OT0045)
A	Simonstown Naval Dock Yard (Sub Repair Complex) (OT0022)
A	Simonstown Naval Dock Yard (West Bld 455-466) (08L3844)(08L3845)
A	Simonstown Naval Dock Yard (West Bld 455-466) (08L3845)(08L3844)
A	Simonstown Naval Fleet Command (HQ) (08L3046)
A	Simonstown Naval Fleet Command (HQ) (08L3047)
A	Simonstown Naval Fleet Command (HQ) (08L3048)
A	Simonstown Naval Fleet Command (HQ) (08L3049)
A	Simonstown Naval Fleet Command (HQ) (08L4321)
A	Simonstown Naval Fleet Maintenance (Naval Base) (08L3840)
A	Simonstown Naval Hugo Bierman (Building) (08L4316) ot 0323
A	Simonstown Naval Hugo Bierman (Building) (08L4317) ot 0324
A	Simonstown Naval Hugo Bierman (Building) (08L4318) ot 0325

A	Simonstown Naval Joe Masego (Barracks) (08L3839)
A	Simonstown Naval OPS Room Building (Naval Base) (CE0005) (CTE 0326)
A	Simonstown Naval Stores & Offices (Bld 972) (08L4319)
A	Simonstown Naval Stores & Offices (Bld 972) (08L4320)
A	Simonstown Naval Training Centre (Submarine Evacuation) (OT0022)(SL 0069)
A	Simonstown Residence Da Gama Park (CE0209) (OT 0327)
A	Simonstown Residence Da Gama Park (CE0210) (OT 0328)
A	Simonstown SAS Radar / Combat School (OT0021)
A	Atlantis Police SAPS (08L4265)
A	Malmesbury DoC Prison (HO0027)
A	Vredendal Police SAPS (HQ) (CE3555)
A	Van Rhynsdorp Prison
A	Saldanha Military Accademy (804895) (M260)
A	Saldanha Military Accademy (804896) (M261)
A	Paarl Justice Magistrates Court (08L2581) OT0209
A	Paarl Police SAPS (08L4310) OT0340
A	Paarl Police SAPS (08L4311) OT0341
A	Paarl Police SAPS (08L4312) OT0342
A	Riebeeck West Police SAPS (KE0024)
A	Wynberg Residence Kritzinger Flats (08L3837)
A	Wynberg Residence Kritzinger Flats (08L3838)
A	Wynberg Residence Van Ryneveld (Flats) (08L3835)
A	Wynberg Residence Van Ryneveld (Flats) (08L3836)
A	Wynberg SADF Military Base (Sports Complex) (CE3539)
A	Wynberg SADF Military Hospital (15042)
A	Wynberg SADF Military Hospital (15043)
A	Wynberg SADF Military Hospital (15044)
A	Wynberg SADF Military Hospital (15045)

A	Wynberg SADF Military Hospital (15046)
A	Wynberg SADF Military Hospital (OT0030)
A	Wynberg SADF Military Hospital (OT0031)
A	Wynberg SADF Military Hospital (OT0032)
A	Wynberg SADF Military Hospital (OT0033)
A	Wynberg SADF Military Hospital (OT0034)
A	Wynberg SADF Military Hospital (OT0035)
A	Wynberg SADF Military Hospital (Flats) (08L4507)
A	Wynberg SADF Military Hospital (Flats) (CE914)
A	Wynberg SADF Military Hospital (Flats) (OT0052)
A	Wynberg SADF Military Hospital (Flats) (OT0053)
A	Wynberg SADF Military Hospital (Flats) (OT0054)
A	Wynberg SADF Military Hospital (Admin) (OT0250)
A	Wynberg SADF Military Hospital (Admin) (OT0251)
A	Africa House (72NE7450)
A	Parow Police SAPS (Forensic Science Laboratory) (08L4275)
A	Parow Police SAPS (Forensic Science Laboratory) (08L4276)
A	Parow Police SAPS (Forensic Science Laboratory) (08L4277)
A	Parow Police SAPS (Forensic Science Laboratory) (08L4278)
A	Parow Police SAPS (Forensic Science Laboratory) (08L4279)
A	Parow Police SAPS (Forensic Science Laboratory) (08L4280)
A	Parow Police SAPS (Forensic Science Laboratory) (08L4281)
A	Parow Police SAPS (Forensic Science Laboratory) (08L4282)
A	Parow Police SAPS (Forensic Science Laboratory) (08L4283)
A	Parow Police SAPS (Forensic Science Laboratory) (08L4284)
A	Bellville Justice Magistrates Court (CE4471)
A	Bellville Justice Magistrates Court (15153)
A	Bellville Police SAPS (Bureau for missing persons) (CE4034)
A	Bellville Police SAPS (Bureau for missing persons) (CE4031)

A	Bellville Police SAPS (Bureau for missing persons) (CE4032)
A	Bellville Police SAPS (Bureau for missing persons) (CE4033)
A	Milnerton Police SAPS (08L4437)
A	Milnerton Police SAPS (08L4438)
A	Cape Town Revenue Building (90 Plein Street) (CE3206)
A	Cape Town Revenue Building (90 Plein Street) (CE3207)
A	Cape Town Revenue Building (90 Plein Street) (CE3212)
A	Cape Town Revenue Building (90 Plein Street) (CE3213)
A	Cape Town Revenue Building (90 Plein Street) (CE3208)
A	Cape Town Revenue Building (90 Plein Street) (CE3209)
A	Cape Town Revenue Building (90 Plein Street) (CE3210)
A	Cape Town Revenue Building (90 Plein Street) (CE3211)
A	Cape Town Revenue Building (90 Plein Street) (CE3214)
A	Cape Town Revenue Building (90 Plein Street) (944)
A	Cape Town Revenue Building (90 Plein Street) (945)
A	Cape Town Revenue Building (90 Plein Street) (946)
A	Cape Town Revenue Building (90 Plein Street) (947)
A	Cape Town Revenue Building (90 Plein Street) (948)
A	Cape Town Parliament Towers (CTE2662)
A	Cape Town Parliament Towers (CTE2663)
A	Cape Town Parliament Towers (CTE2664)
A	Old Assembly (DW3) (489988)
A	Old Assembly (DW4) (489989)
A	Cape Town Thomas Boydell (08L4540)
A	Cape Town Thomas Boydell (13697)
A	Cape Town Thomas Boydell (OT0037)
A	Cape Town Thomas Boydell (OT0038)
A	Cape Town Thomas Boydell (OT0039)

A	Cape Town DPW Stores (08L4271)
A	Cape Town Heritage The Castle (Hoists) (13307(H1))
A	Cape Town Heritage The Castle (Hoists) (13308(CH306))
A	Cape Town Heritage The Castle (Hoists) (13309(CH307))
A	Cape Town Library Old Archives (CE4045)
A	Cape Town Police Central Barracks (2756)
A	Cape Town Police Central Barracks (CE4423)
A	Cape Town Police Central Barracks (08L4313)
A	Cape Town Police Central Barracks (08L4314)
A	Cape Town Police Central Barracks (08L4315)
A	Cape Town Police Garmor House (CE1985)
A	Cape Town Police Garmor House (CE1986)
A	Cape Town Police Garmor House (CE1987)
A	Thynhuis (804887) (VE0046)
A	Thynhuis (804888) (HO011)
A	Athlone Police SAPS (SN00837)
A	Athlone Police SAPS (SN00839) SN 00838
A	Kenilworth Residence Parkhof (SAPS Flats) (08L3833) Or 34 on paperwork
A	Mowbray Department of Rural Development and Land Reform (Van Der Sterr) (CE2991) OT0339
A	Mowbray Department of Rural Development and Land Reform (Van Der Sterr) (CE2990) OT 0338
A	Grassy Park Police SAPS (C08L2961)
A	Grassy Park Police SAPS (C08L2962)
A	Kenilworth Residence Parkhof (SAPS Flats) (08L3832)
A	Cape Town Slotzboo (08L3842)
A	Installation 49C: Westbrooke (911113) (CTE 1698)

2. STANDARDS AND CODES

All work shall be in accordance with the requirements of the SABS1545-1; SABS1545-2; SABS1545-5; SABS1545-10; SABS1543; "Specifications for Lifts, Escalators and Passenger Conveyors" and shall comply with the Occupational Health and Safety Act 85 of 1993 and current regulations of all other codes applicable to this work.

Equipment and materials shall be new and manufactured in accordance with EN-81 standards and approved by the local authorities having the appropriate jurisdiction.

All equipment shall be provided by the same manufacturer.

3. COMPLIANCE WITH REGULATIONS

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

- a) The latest issue of SABS 0142: "Code of Practice for the Wiring of Premises",
- b) The Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended,
- c) The Local Government Ordinance 1939 (Ordinance 17 of 1939) as amended and the municipal by-laws and any special requirements of the local supply authority,
- d) The Fire Brigade services Act 1993 Act 99 of 1987 as amended,
- e) The National Building Regulations and Building Standards Act 1977 (Act 103 of 1977) as amended,
- f) The Post Office Act 1958 (Act 44 of 1958) as amended,
- g) The Electricity Act 1984 (Act 41 of 1984) as amended and
- h) The Regulations of the local Gas Board where applicable.

4. SCOPE OF WORK

4.1 Work included

Design and provide all labour, materials, equipment, and services and perform all operations required for lift work as indicated on drawings or specified herein.

Supply and installation of all fixing materials for replacement / refurbishment of equipment in the lift shaft.

Supply and installation of the necessary wiring in conduit from the controlling circuit breaker to

the power section of the lift controller.

Supply and install conduit and wiring for the car lighting and socket outlets and the termination and connection thereof in the distribution board, if required.

The existing lift shaft shall be provided with permanently installed electric lighting, which shall be switched from both the pit and the motor room, if not existing. The highest and lowest luminaires shall be mounted not more than 500mm from the top of the shaft and from the bottom of the pit respectively, with intermediate luminaires mounted at intervals not exceeding 7000mm. The minimum illumination at 1000mm above the car roof and the lift pit shall be 50lux.

The installation of all electrical equipment shall comply with the requirements of the SABS0142 and a Certificate of Compliance shall be issued therefor.

4.2 Work Executed by Other Trades

Structural

Lift shafts, pits and motor rooms complete with all access doors and openings as per drawings.

Concrete slabs with up-stands constructed for the lift machine foundations at the top of each lift shaft.

Waterproofing of lift pit after setting of all pit supporting steels and rail inserts. Pit drains or auto draining pumps as required.

Electrical

Provision of a 3-phase, 4-wire, 50Hz, 400/231V permanent power supply to a surface mounted distribution board in each machine room in the position shown on drawings. The distribution board will also be equipped with a separate circuit breaker for the shaft and car lighting as well as a separate circuit breaker with earth leakage protection for the socket outlet in the pit and on top of the lift car.

Machine room shall be equipped with sufficient lighting, ventilation and socket outlets as required by the relevant standards and regulations.

If applicable, the standby power supply will be sized to run a predetermined number of lifts simultaneously.

The normal/standby power indicating circuitry shall include, a delayed normally closed potential free contact at 220 Volts/5 Ampere of the emergency power change over switch gear shall be wired to the lift machine room/s and shall be terminated in a suitable junction box. All wire ways

or 25mm minimum conduit required to inter-link the lift motor room for the sequencing of lifts in multi-group installations shall be included under this section.

If required, a suitable pit sump pump will be designed, supplied and installed.

5. CO-ORDINATING

Due to the nature of the installation, a fixed sequence of operation is required to properly install the complete lift system. The work shall be closely scheduled in order not to delay the entire project.

The Lift Contractor shall familiarise himself with the requirements of the other trades and shall examine the plans and specifications covering each of these sections.

The lift space requirements shall be carefully checked with other trades to ensure that the equipment can be installed in the proper sequence in the space allotted.

6. SUBMITTALS

Layout and Shop Drawings

Layout drawings are required for all lift work, including car enclosure and landing entrance coordinating drawings. Drawings shall show top clearance above cross-heads and counterweight frames, machine room layouts with power requirements and heat release data, location of all equipment on tops of cars, overhead beams and elevations, and reactions which will be transmitted to the building structure during normal operation of lifts.

Shop drawings are required for car enclosure, landing entrances and signal fixture work showing construction, finish and fastening details. Furthermore, shop drawings shall clearly show the motor room construction detail, shaft construction detail including all the required internal supporting beams, pit dividing walls for multi-lift shafts and pit sump pump drains.

Composite shop drawings shall be submitted for areas, which require close co-ordination with the work of the different trades.

All special equipment and fixture faceplates shall be submitted for approval. Drawings and samples or brochures shall be submitted for each type of fixture and shall be co-ordinated with the architectural drawings. Final design and material proposed for fixture faceplates and special equipment shall be approved by the Representative/Agent.

Samples

All exposed materials and finishes shall be submitted to Representative/Agent for approval in sample form.

The Lift Contractor shall furnish such samples as may be called for and Representative/Agent may reject all materials or workmanship not corresponding with the samples. All approved samples shall be held in safe keeping until such time as the work to which they apply has been completed.

7. TESTS CERTIFICATES AND INSPECTIONS

The Lift Contractor shall carry out all the tests and checks required in terms of the document SABS1545-10 Annex A and/or B and issue the necessary Certificate of Compliance prior to final completion

Upon completion of the installation of all equipment and once being in full operation the Lift Contractor shall completely test the lift equipment to demonstrate that the equipment is provided in compliance with the specification. The total costs for this test shall be included in the tendered amount.

The Lift Contractor shall decide for such tests and shall give at least 72 hours written notice to the Representative/Agent, before commencing the test.

In the event of the plant, equipment or installation not passing the test, the Representative/Agent shall be at liberty to deduct from the Contract amount all reasonable expenses incurred by the Employer and/or the Representative/Agent attending the test.

Whenever any installation or equipment is operated for testing or adjusting as provided for above, the Contractor shall operate the entire system for as long a period as may be required to Always prove satisfactory performance in the occupied space served by that system until the system is handed over.

The Contractor shall provide all labour and supervision required for such operation and the Department may assign operating personnel as observers, but such observation time shall not be counted as instruction time.

After completing the installation or system, all equipment shall be tested, adjusted and readjusted until they operate to the satisfaction and approval of the Representative/ Agent.

The Contractor shall submit certificates of tests carried out to prove the efficiency of all equipment, as well as certificates to be obtained from all relevant authorities, statutory bodies, etc.

8. OPERATING AND MAINTENANCE MANUALS

The Contractor shall be responsible for the compilation of a complete set of Operating and Maintenance manuals. This shall be done in accordance with the Additional Specification – Operating and Maintenance manuals.

All information shall be recorded and reproduced in electronic format as well as supplying the Representative/Agent with three sets of hard copies.

Approval of the final Operating and Maintenance Manuals shall be a prerequisite for issuing of a Certificate of Practical Completion of the installation.

9. GUARANTEE AND MAINTENANCE(CALL CENTRE)

Existing maintenance payments on the lifts under the present maintenance contract will be suspended from the date of acceptance of the tender. The lifts will however have to be maintained from the date of acceptance of tender until the lifts are taken out of operation. The successful tenderer will be responsible for the maintenance of the lifts, which will be carried out in compliance with the requirements of the Occupational Health and Safety Act (Act 85 of 1993) as amended, during this period and shall allow for the aspect in his tender price under the Schedules of Quantities in Section 6.

After the first delivery of the installation, there will follow a 60-month maintenance period. During this period the lift contractor shall maintain the lift installation as per the requirements of the Occupational Health and Safety Act. This maintenance shall include systematic examinations, adjustments, and lubrication of all lift equipment. Electrical and mechanical parts shall be repaired or replaced whenever it is required to maintain optimum performance for the remainder of the maintenance contract.

The work under this section shall be performed by competent, qualified personnel under the supervision and in the direct employment of the Lift Contractor and shall not be transferred to any non-affiliated agent. Contract maintenance and repair work shall be done during normal

working hours and shall further provide emergency call-back service twenty-four (24) hours a day, seven (7) days a week.

Inclusive of the scope of services is for the comprehensive maintenance of the lift installations, which will commence after the final delivery has taken place on decommissioned and replaced lifts, and throughout on the 60-month period on all lift installations.

The contractor as part of the maintenance will set up a permanent call centre with availability in office hours from 08h00 to 17h00 for notification of lift installation faults. A triplicate "Fault Report Record" book will be issued to each facility management officer for reference of faults logged on the call centre.

All faults recorded to be issued to the engineer weekly inclusive of fault record recorder in Fault Reports Recorded.

Emergency fault report in need of immediate attention will have to be verified with the engineer's representative.

Weekly fault logs and worksheets to be submitted to the engineer weekly for verification.

10. MATERIALS AND WORKMANSHIP

(a) The work throughout shall be executed to the highest standards and to the entire satisfaction of the Representative/Agent who shall interpret the meaning of the Contract Document and shall have the authority to reject any work and materials, which, in his judgement, are not in full accordance therewith. All condemned material and workmanship shall be replaced or rectified as directed and approved by the Representative/Agent.

(b) All work shall be executed in a first-class manner by qualified tradesman.

(c) The Contractor shall be fully responsible for his work and shall replace any of the work which may be damaged, lost or stolen. The Contractor shall protect the building and its contents against damage by him, his employees or sub-contractors and shall make good any damage thereto.

(d) The Contractor shall indemnify the Employer of all liability for damages arising from injuries or disabilities to persons or damage to property occasioned by any act or omission of the Contractor or any of his sub-contractors, including any and all expenses, legal or otherwise, which may be incurred by the Employer or Representative/Agent in the defence of any claim, action, or suit.

(e) The Contractor shall warrant that the materials and workmanship shall be of the highest

grade, that the equipment shall be installed in a practical and first-class manner in accordance with the best practices and ready and complete for full operation. It is specifically intended that all material or labour which is usually provided as part of such equipment as is called for and which is necessary for its proper completion and operation shall be provided without additional cost whether shown or described in the Contract Document.

(f) The Contractor shall thoroughly acquaint himself with the work involved and shall verify on site all measurements necessary for proper installation work. The Contractor shall also be prepared to promptly furnish any information relating to his own work as may be necessary for the proper installation work and shall co-operate with and co-ordinate the work of others as may be applicable.

(g) The Contractor shall inspect and verify that the existing power feeder system is compatible with the equipment offered and any changes or upgrading of the electrical supply shall be brought to the attention of the Representative/Agent.

(h) Material and equipment damaged in transit shall be replaced with undamaged material.

(i) All components and their respective adjustment, which do not form part of the equipment installation work, but influence the optimum and safe operation of the equipment shall be considered to form part of and shall be included in the Contractor's scope of works.

(j) All control equipment and serviceable items shall be installed and positioned such that they will be accessible and maintainable.

(k) The Contractor shall make sure that all safety regulations and measures are applied and enforced during the installation and guarantee periods to ensure the safety of the public and the User Client.

(l) The Contractor is to include for all scaffolding required to complete the work required.

11. IMPORTED EQUIPMENT

This equipment will not be subject to fluctuations in the rate of exchange.

However, should the Contractor choose to be protected against fluctuations in the rate of

exchange on imported equipment, the following conditions will apply:

(a) The Materials Offered Ex-Import (Annexure A), which forms part of this tender document, must be completed by the Contractor.

(b) Any fluctuations in the rate of exchange will be for the account of the Government and shall be calculated from a date seven (7) days prior to the date of the Contractor's tender to a date seven (7) days after receipt by the Contractor's bank of the negotiable bill of lading or the exporter's invoice, provided this latter date is not later than 30 days after the date of payment. Thereafter, fluctuations in the rate of exchange shall not be for the account of the Government.

12. BROCHURES

Detailed brochures of all equipment offered, including the control, drive, door operator, call buttons and signals, remote monitoring station, intercoms and emergency dial-out system shall be presented together with the tender documents.

SECTION 2 – EQUIPMENT REQUIREMENTS

1. HOISTING MACHINE

1.1. Traction Drive

(a) The brake shall be spring applied and electrically released by direct current. There shall be two shoes actuated by compression springs. The brake shall have sufficient power to hold the car at any landing with the normal amount of counter balancing and with at least

150% of rated load. The brake shall operate in the event of a power failure or any other safety device designed to stop the lift.

(b) An effective sound reducing material shall be installed between the bedplate of an overhead or basement driving machine and the beams, the structural concrete slab, shaft structure or the up-stands.

(c) The driving machine and motor shall have sufficient capacity to operate the lift continuously at 100% of rated speed in both directions without overheating or hunting during levelling.

(d) The lift machinery shall operate silently and without vibration. The lifts shall constantly operate and shall be maintained at noise levels not exceeding 56 DB (A). The noise levels shall be considered acceptable if it does not exceed 56 DB (A) measured on the landing and in the car enclosure.

(e) Provision shall be made for a safe method of moving the car by hand in the event of a power failure and all the necessary equipment required to carry out this task shall be mounted neatly in the motor room and shall always remain on site.

(f) The Contractor shall supply and install suitable structural steel beams with bearing plates for the mounting of the lift machine on the motor room floor, as well as supporting beams or deflector and secondary pulleys, as required. In the cases where machines are located below, the diverter sheaves shall be secured to the floor slabs and not to the overhead slabs, to prevent the transmission of vibration to the structure.

(g) Anti-vibration mountings shall be provided to minimise the transmission of vibrations to the structure and to ensure the silent and smooth operation of all the equipment.

Tenderers shall describe the methods to be used to achieve the desired results.

1.2. Hydraulic Drive

(a) An effective sound reducing material / vibration isolation shall be installed between the tank and the motor room wall.

(b) Provision shall be made for a safe method of moving the lift by hand in the event of a power failure and all the necessary equipment required to carry out this task shall be mounted neatly in the motor room and shall always remain on site.

(c) The lift machinery shall operate silently and without vibration. The lifts shall constantly operate and shall be maintained at noise levels not exceeding 56 DB (A). The noise level shall be considered acceptable if the noise does not exceed 56 DB (A) measured on the landing and in the car enclosure.

(d) Oil coolers shall be provided if it is required to maintain an acceptable oil operating temperature.

The driving machine and motor shall have sufficient capacity to operate the lift continuously at 100% of rated speed in both directions without overheating or hunting during levelling.

2. CONTROLLER

(a) Programmable solid-state operation and motion controller shall be provided to control the operation, the starting, the stopping and the speed of the lift motor and to apply the brake automatically if any of the safety devices operate or the power fails.

(b) All solid-state controllers shall be enclosed in ventilated sheet metal cabinets with integral blowers. All power resistors and heat generating transformers shall be mounted in separate enclosures if necessary to maintain the specified control panel internal temperature. The control cabinets shall be totally enclosed, vermin and insect proof, drip proof and dust proof to at least class IP42 of IEC 144.

(c) Contacts breaking heavy currents shall be provided with magnetic blowouts and arc chutes. Contact surfaces shall be of silver-to-silver except those for heavy currents, where carbon-to-silver or carbon-to-copper contact surfaces may be used.

(d) All terminals of the machinery and control gear shall be marked with distinctive letters or numbers, and corresponding markings shall appear on the contract drawings.

(e) All controllers shall be generic manufactured, assembled and supplied.

(f) As a standard, PLC lift controllers shall not be accepted. However, if these controllers are considered a generic product by the Representative/Agent and are able to meet the requirements of the specification, PLC controllers may be offered as an alternative if the following requirements are met:

(g) Documentation stating that the control system has been subjected to extensive testing and is verified as safe, reliable, and fully complies with SABS 1545 and all

national, local regulations and by-laws.

(h) If requested by the Representative/Agent, the Contractor shall provide the Representative/Agent with a full set of back-up software / software module and all associated maintenance related documentation including principal diagrams.

(i) Documentation from the PLC supplier is provided to verify the age of the model used, the date it is expected to be removed from the production line and the period the PLC supplier will guarantee parts and repairs.

(j) The Contractor shall verify that the PLC supplier is willing to maintain under a fully comprehensive agreement, the entire PLC unit(s) for at least 20 years.

3. CONTROL SYSTEM

(a) The control system shall be capable of constantly producing the performance criteria specified.

(b) The associated control equipment for each control system shall provide smooth acceleration and deceleration. In conjunction with the controller and machine, the system shall consistently provide the performance times specified.

(c) The drive control system shall be capable of decelerating the lift to stand still without a "Levelling in" or "creeping in" phase. Only lifts with direct floor approach capabilities shall be accepted.

(d) The motor drive unit shall provide a smooth lift performance including acceleration, steady velocity and deceleration plus levelling to various floors within the time allowance and levelling tolerances specified. This performance shall be consistent under all conditions of loading and in either direction of travel.

(e) The motor drive unit shall be equipped with all necessary monitoring circuits to maintain a safe and reliable operation. These shall include but are not limited to the monitoring of the load, direction of rotation, speed, supply voltage, and operating currents.

(f) The hoist motor shall be provided with a thermostatically controlled blower, if necessary, to dissipate the heat to maintain the equipment within the specified operating temperature range.

(g) The control system shall provide a smooth acceleration and deceleration with the

levelling accuracy at all landings from no load to full rated load in the lift. This smooth operation shall be obtained for all lifts under stable conditions. A maximum of 0.8 seconds shall be allowed from door close to car start.

(h) The equipment shall be designed to operate at plus or minus 15% of normal feeder voltage and plus or minus 5% of feeder frequency without damage or interruption of lift service.

(i) The control system shall be designed to operate the hoist motor continuously at 100% of rated speed and at 100% of rated load in both directions without overheating or hunting.

4. MACHINE ROOM INDICATORS / ROPE MARKERS, MONITORS AND TESTING TOOLS

(a) Monitor and keyboard or handheld testing instruments for commissioning, recommissioning and fault analysis of the lift control system shall be provided and shall

remain on site at all times. Each group of lifts shall be supplied with its own monitor and keyboard or testing instrument.

(b) As each lift travels through the lift shaft, a main hoisting rope marker shall indicate its floor level position by means of a mechanical selector attached to the machine control indicator. This indicator shall operate independently to the lift control and shall not be dependent on the lift supply for its operation.

(c) The lift control system shall be capable of generating error/fault reports. Error logs for each lift showing at least forty (40) of the most recent faults shall be accessible. The error log shall clearly indicate the type of fault, lift number, date, and time the fault occurred.

5. SAFETY GEAR AND GOVERNOR

(a) An over-speed governor, driven directly by an independent rope attached to the car, shall be provided in the motor room and shall be designed to operate the safety gear fitted to the car when the speed of the car, due to any cause, exceeds its normal maximum speed by more than a predetermined value. The tripping speed of the governor shall be selected with due regard to the rated speed. The tripping speed shall

be approximately inversely proportional to the rated speed and shall for rated speeds ranging from 0,25m/s to 5,0m/s does not exceed the rated speed by more than 40% and 20% respectively.

(b) The safety gear shall be arranged to stop the lift whenever excessive descending speed is attained. Means shall be provided to cut off power from the motor and apply the brake prior to application of the safety gear. The safety gear shall be released by moving the lift in the "UP" direction.

(c) The governor rope system, including the governor and tension sheave, shall be arranged so that the carrier shall not be released due to system dynamics when the lift is subjected to an emergency stop in the "UP" direction.

(d) Car and counterweight safety gear shall be provided with a switch to cut off the power from the motor and apply the brake if the safety gear applies without tripping the governor.

(e) Rope guards and an electrical contact to monitor the rope stretch shall be provided on the governor tension sheaves.

6. ROPE GUARDS

Rope guards shall be used to cover machine sheaves, secondary or deflector sheaves and governor sheaves to cover moving sheaves and ropes. Guards are also required on rope hole openings in the machine room and secondary level floors to prevent objects from falling into the lift shaft. Guards shall be provided in secondary level floors where ropes and tapes or selector drives pass through to prevent accidental contact.

7. MOTOR ROOM VENTILATION AND LIGHTING

(a) The Lift Contractor must ensure that the lighting levels and ventilation of the machine room provided are sufficient.

(b) If any alterations have to be made the Lift Contractor must inform the Representative/Agent in writing, to ensure that it will be corrected.

8. MACHINE DATA SUBMITTALS

The Contractor shall supply all the relevant machine data to ensure the correct power feeder design, including, but not limited to the following:

- Lift numbers
- Capacity / Rated load [kg]
- Traveling Speed [m/s]
- Supply Voltage [V]
- Supply Frequency [Hz]
- Number of wires
- Motor kW rating [kW]
- Roping
- Full load UP acceleration [A]
- Full load UP nominal speed [A]
- Machine heat release per car [BTU/hr/car]
- Power Factor [%]

9. LIFT SHAFT REQUIREMENTS

(a) In terms of SABS 1545 (Parts 1 and 2) provide the necessary rope or selector tape guards in pit areas and landing door unlocking devices on all landings.

(b) Provide safe Working Platforms in pits with depths more than two (2) metres and if necessary at the top of the shaft to create sheave-room platforms. The working platforms shall comply with SABS 1545 (Parts 1 and 2) safety requirements pertaining to the depth/height and free space of these areas.

(c) In terms of SABS 1545 (Parts 1 and 2), shaft lights are to be provided and installed by the Contractor.

10. CAR AND COUNTERWEIGHT GUIDE RAILS

(a) The guide rails for the car and counterweight shall consist of planed steel tees with milled, tongued and grooved joints. Metal splice plates shall be of a suitable length and

fixing brackets for guide rails shall be provided at intervals not exceeding 2,4m. Guide rail fixings shall be located in such positions that when the car is at any landing, the guide shoes on the car will be at a fixing bracket. The bottom end of each guide rail shall be provided with a sole-plate fixed to the pit floor.

(b) All brackets shall be secured by means of approved expandable concrete anchor bolts of adequate size and length.

11.HOIST AND GOVERNOR ROPES

(a) The ends of the hoist ropes shall be properly secured to the car and counterweight cross-head or to the dead-end hitch plates on 2:1 roping, with adjustable rope shackles having approved sockets. Screw adjustment shall permit equalisation of the tension in all ropes.

(b) The lift car hoisting rope attachment / hitch shall be suitably vibration isolated to prevent rope noise from being transferred to the car enclosure.

(c) Governor ropes shall be in accordance with SABS 1545 (Parts 1 and 2) and the steel rope shall be specially designed for lift service. The two ends shall be securely fastened together at the lift and shall be attached to the safety operating mechanism. The governor rope shall pass over the governor sheave and over an approved tensioner sheave in the pit. An electrical contact shall be fitted to the pit sheave and shall stop the lift if the governor rope becomes slack or breaks.

12.COUNTERWEIGHT

(a) Each lift shall be suitably counterbalanced for smooth and economical operation. Cast iron or steel sub-weights shall be contained in a guided structural steel frame. The counterweight shall be equal to the weight of complete lift car plus at least 40% of the rated load. The weights in the counterweight frame shall be balanced with the weight equally distributed across the width of the frame to equalise guide pressures. The subweights shall be welded or fastened together as necessary to prevent rattling.

(b) Counterweight screen guards shall be provided at the bottom of the shaft to a height of 2150mm above the floor of the pit and approximately halfway up the shaft at the position where the car and counterweight pass each other.

13. CAR AND COUNTERWEIGHT GUIDE ROLLERS OR SHOES

The car and counterweight guide rollers/shoes shall constantly provide the ride quality as specified in Section 3 clause 11 of this specification.

13.1 Guide Rollers

(a) Each lift shall be provided with car and counterweight rollers guides. Each roller guides shall consist of at least three wheels with a durable resilient material, each rotating on ball bearings having sealed-in lubrication, assembled on a substantial metal base and so mounted as to provide continuous contact of all wheels with the corresponding rail surface under all conditions of loading and operation. The wheels shall run on three machined rail surfaces. The roller guides shall be properly secured at top and bottom on each side of the car frame and counterweight frame.

(b) The roller guides shall run on dry guide rails. Sheet metal guards shall be provided to protect wheels located on the top of the car and the counterweight. The roller wheels for the car shall not exceed 500-rpm and the roller wheels for the counterweight shall not exceed 1000-rpm at rated speed.

13.2 Guide Shoes

If the speed and load nominated for a specific lift allows the use of guide shoes:

(a) The lift shall be provided with car and counterweight spring loaded guide shoes. The spring tension shall be adjusted so as to maintain the lift in the centre of the rails and provide continuous contact with the corresponding rail surface under all conditions of loading and operation. The guide shoes shall be lined with a durable resilient material, which shall ensure a quiet and smooth ride. When oil buffers are attached to the bottom of the counterweight, additional guide shoes shall be installed on each side of the buffer

cylinder frame.

(b) The guide shoes shall run on lubricated rails. The guide rails shall be lubricated by a permanently mounted lubrication reservoir on top of the car and counterweight.

14. ELECTRICAL COMPENSATION

A sufficient extra hoisting kilowatt rating in the hoist motor, machine, and motor generator capacity and control equipment may be provided so that effective electrical compensation for the weight of the hoist ropes and travelling cables shall be accomplished as the lift travels through the lift shaft.

15. COMPENSATION CABLES

If Section 2 clause 14 (Electrical Compensation), cannot be achieved the following shall apply:

- (a) Compensating trailing cables or compensating chains encased in a synthetic sleeve (whisper flex) shall be provided.
- (b) Compensating cable restraining rings shall be provided in each pit and mounted on both the car and the counterweight buffer supports.
- (c) Compensation shall be fixed to the bottom of the counterweight and car in a position which shall allow the counterweight to remain balanced in the guides and exert equal pressure on each face of the guide at the four guide locating positions.
- (d) The fixing of the compensation to the car shall be accomplished by a vibration isolating compensation hitch.
- (e) Where compensating steel ropes are used for compensation, they shall be accompanied by a statically balanced compensation pit sheave and shall be mounted centrally between the guides.

16. BUFFERS

(a) Suitable oil, heavy spring or polyurethane buffers shall be provided for the car and counterweight and shall be so adjusted that in the case of over-travel, no parts of the car or counterweight will touch the shaft ceiling and that the retardation of the car does not

exceed the limits as laid down in the SABS 1545

(b) Hydraulic buffers shall be so constructed and shall be installed to allow the fluid level to be checked easily. Easy access to the buffer for testing and maintenance purposes shall be possible without having to remove the counterweight pit screen.

(c) Energy dissipation type buffers shall have an electrical contact fitted to monitor the stroke (extended position).

17. PIT SWITCHES

Each lift pit shall be provided with watertight pit safety switches accessible from the entrance to the pits without the necessity of entering the pit and shall also be accessible from the pit while standing on the pit floor. The pit switch shall interrupt the power supply and apply the brake to hold each car so as to permit safe access to the pit. The pit switch shall be clearly distinguished from other switches that may be mounted in the pit area and the on/off position shall be clearly marked.

18. STOPPING DEVICES

(a) Normal terminal stopping devices shall be enclosed in dust-proof enclosures for each lift. These devices, once operated, shall bring the lift automatically to a smooth stop at the terminal landing.

(b) Final terminal stopping devices shall be positioned at the top and at the bottom of each lift shaft. A fixed cam securely attached to the lift shall operate these final limit switches. These limit switches shall be independent of any other stopping devices and shall positively open without the use of springs to cut off all power from the driving machine motor and brake. It shall prevent the operation of the lift in either direction. They shall be so located that they open at the time the lift or the counterweight engages the buffer.

19. TRAVELLING CABLES

(a) Travelling cables between the lift and the fixed lift shaft wiring shall be flexible and suitably suspended to relieve the strains in the individual conductors. All cables shall

contain an approximately equal number of conductors or shall have equal flexibility.

(b) Travelling cables shall include two shielded pairs for each lift car to accommodate voice communication.

(c) The travelling cables shall be positioned in such a manner to eliminate the possibility of interference with the shaft information, selector tape or governor rope and all the necessary travelling cable protection shall be fitted to the shaft wall and shaft trimmers to prevent damage to the outer cover during normal travel.

(d) The travelling cables shall be neatly and adequately strapped to the side of the car enclosure and all the necessary protection shall be provided where the cables cross over metal extrusions.

(e) Travelling cables for the counterweight shall comply with the requirements of this section.

(f) Flat and round trailing cables shall be fixed and shall hang in accordance with the trailing cable manufacturer's requirements.

20.ELECTRICAL WIRING AND CONTROL COMMUNICATION

(a) All low voltage and control communication cables shall be run in separate ducts, conduits and trailing cables.

(b) Car top terminal boxes of ample size and car top inspection control units shall be provided.

21.AUTOMATIC SELF LEVELLING

All lifts shall be provided with both a self-levelling and a re-levelling feature that shall automatically bring the lift to the floor landings within a tolerance of 3.0 mm under no load to full rated load conditions without hunting. Self-levelling shall, within its zone, be entirely automatic and independent of the operating device and shall correct over-travel and rope stretch. The lift shall be maintained level with the landing, irrespective of load and while loading and unloading.

22.LIFT CAR CONSTRUCTION AND ENCLOSURE

- (a) The lift car shall be an assembly consisting of the sling, the platform, and the cabin.
- (b) The sling shall be constructed of rolled steel angle or channel sections bolted or welded together to form a rigid framework, which shall be suitably braced and reinforced to withstand the operation of the safety gear without permanent distortion.
- (c) The car platform shall consist of a 3mm thick mild steel plate or 20mm thick hardwood floor laid on closely spaced steel channel sections welded to a steel frame which in turn shall be laid on rubber pads in a structural steel frame. Load weighing devices shall be incorporated where specified.
- (d) The cabin shall be designed as a fully enclosed car with a flat roof and solid full height panels on the sides and the back.
- (e) The cabin shall be securely fixed to its sling and platform in such a manner that the cabin is not subjected to strain in the event of an unequal distribution of load occurring over the floor area.
- (f) The entire car assembly, including the car frame and the car platform shall be constructed to operate free from objectionable squeaks or metallic sounds, comprising of a rigidly tuned resonance car frame and acoustically treated superstructure.
- (g) The following features shall also be embodied in the lift car:
- A continuous lighting system shall be provided along each side of the car. The lighting system shall consist of concealed, surface mounted, standard led luminaires, providing an illumination level of not less than 200 lux at 1000mm above floor level. Fluorescent tubes shall be 1500mm, 58 Watt or 1200mm, 36 Watt, colour "Warm White". Tubes and control gear shall be of the switch start type and shall bear the SABS mark. The width of the lighting troughs shall be the same as the front return panels and shall be covered by easily removable low brightness diffusers, mounted in purpose made hinged frames.

One of the lamps in each trough shall be provided with an emergency battery/inverter unit by means of which the lamp will be operated for at least 60 min. in the event of a power failure. This lamp shall operate at full output under normal conditions.
 - Luminous car position indicator and "Up/Down" travel indicators installed above the entrance doors.

Fixing clips for the attachment of canvas protective coverings which shall be supplied

with the lift for the side and rear walls.

- Silent running squirrel cage, centrifugal flow exhaust blowers for passenger and goods/passenger lifts shall be mounted to draw air into car enclosure when doors are open and through door side clearances when doors are closed. The blower shall be mounted on the car top, draw air from the car through the perimeter of the suspended ceiling and exhaust the air into the lift shaft. The fan shall without exception, be capable of delivering not less than 0.3 cubic meters of free air per minute per square meter of floor area. The fan shall be switched via a toggle switch mounted in the car operating panel.

23. LIFT CAR FINISHES

Lift car finish detail shall be as specified in section 4 of this document.

23.1 Passenger & Goods/Passenger Lift

(a) The entire car internal finish including the area above the suspended ceiling shall be installed and finished off to the highest standard. All finished work shall be smooth and free from wraps, buckles, squeaks and rattles and all joints shall be light proof.

(b) All wall panelling shall be jointed with a pliable material /silicone to prevent squeaks generated by car panel movement / deflection.

(c) A robust handrail, consisting of an "Intrad" poly-carbonate bumper rail, spaced 50mm off the panelling, must be provided across the rear and side walls of the lift car. The spacer blocks to which the hand and bumper rails are secured shall be fixed to the panels by means of 2 x M10 bolts with locknuts or other approved method.

(d) Goods/Passenger lift car panels shall be manufactured from at least 1.5mm mild or stainless steel with at least two horizontal intermediate stiffening ribs and panels with a width greater than 400mm shall have vertical stiffening ribs at intervals not exceeding 200mm or equivalent construction.

24. FIXTURE FACEPLATES AND MOUNTING

(a) Unless otherwise specified, all landing fixture faceplates shall be surface mounted and

shall be manufactured of at least 3.0 mm thickness stainless steel, with bevelled edges for all lifts if square rectangle stainless steel face plates are offered. However, Contractors may offer alternative landing fixture face plates if these faceplates are generic products and aesthetically acceptable to the Representative/Agent.

(b) The fixture faceplates in the lift car and at the landings shall be mounted with concealed security fastenings or fastenings requiring special tools to remove them, as approved by the Representative/Agent. Exposed fastenings shall match the material and finish of the faceplate.

(c) The following fixture face plates shall be located and sized in accordance with dimensions approved by the Representative/Agent:

- Car operating panels.
- Car position indicators.
- Car direction indicators.
- Landing push button stations.
- Landing position indicators and signals.
- Blanking-off plates

(d) Without exception the Representative/Agent shall approve the final design of the fixture faceplates before placing the order or manufacturing of this equipment.

25.CAR AND LANDING DOOR OPERATOR

(a) Only door operators with the capabilities of coping with medium to heavy traffic shall be accepted and the type of door operator offered shall be clearly shown in the tender submitted. The door system shall be capable of controlling the position of the doors at any given moment and shall constantly produce a smooth, accurate and efficient operation.

(b) The doors on the lift car and at each landing opening shall be opened and closed quietly and smoothly by an electric operator.

(c) The motion of the door operator shall be accomplished with arms and appropriate linkages to the approximate centre of gravity of the driven door panel.

(d) Each landing door shall be equipped with Electro-mechanical interlocks so that the lift can operate only when the interlock circuit is established. Landing door locks shall meet the SABS 1545-1 safety requirements. All work and material related to this Sub-Section shall form part of the Contractor's scope of works.

(e) An independent auxiliary self-closing device shall close each landing door panel whenever the door is not in the closed position and the equipment relating to the car and landing door system does not restrain it.

(f) An electric contact for the lift car door shall be provided which shall prevent the lift moving away from a landing unless the door is in the closed position.

(g) An electrical contact shall be fitted to the non-driving car door if its linkage is dependent on a wire rope or chain.

(h) Emergency Triangle access key mechanisms shall be provided on each entrance.

26. LIFT DOOR HANGERS

Hangers shall be equipped with ball bearing adjustable rollers to take the up-thrust of the doors. The hangers and rollers shall be designed to accommodate the size and weight of the doors operated with a high speed door operator.

27. CAR DOOR CONTROL

27.1. Car Door Motion Controllers

(a) Car door motion controller's dependent on resistors, rheostats or switches to control the opening and closing motion shall not be accepted. The car door motion controller shall be capable of controlling the position of the doors at any given moment and shall constantly produce a smooth, accurate and efficient operation.

(b) (For Group controls only) Adjustable hardware or software timers shall be provided to hold the doors open for the dwell times specified below. The tabulated dwell times are initial adjustment standards. Further adjustment to suit specific traffic movement capabilities and the arrangement of car and landing stations shall also be possible. The first passenger dwell times are those measured from door fully open to door start-to close. The second and succeeding dwell times are from restoration of the light beam to

doors start to close from its fully reopened position.

Passenger Stops for Stops for

Conditions Car Call Landing Call

First Passenger 2.0 sec. 3.0 sec.

Succeeding Passengers 1.0 sec. 1.0 sec.

Stops at the high or low car call reversal floors shall be considered as landing call stops.

(c) If doors are held open for an adjustable period by a passenger standing in the entrance or by constant pressure of the door open button, a buzzer shall sound and the doors shall start to close at a reduced speed and force level. When the doors touch an obstruction, they shall re-open.

27.2. Door protection devices

(a) A non-retractable electronic infra-red/ultra-sonic protective leading edge shall be provided and shall extend at least 2100-mm above the platform and its active surface/area shall project beyond the front edges of each leading car door panel. Should this device come in close proximity, or touch a person or object whilst the car doors are closing, the car and shaft doors shall return to their open position. Manual reversal of the doors while the lift is on automatic operation shall be accomplished by pressing a door open button in a car-operating panel. Should this device be activated while the car doors are closing, then the car and shaft doors shall return to their open position.

(b) Without exception the Contractor shall demonstrate on the day of Completion that the door closing pressures comply in full of the SABS 1545 Part 1 and Part 2 under normal and forced closing conditions.

(c) The door protection device shall have the capabilities of detecting metal/plastic trolleys.

28. CAR PLATFORM

The car platform with enclosure of each lift shall be balanced by arranging balancing weights to equalise the guide pressure (front to back and side to side) so that the pressure on any guide shoe roller does not exceed 18kg without load in the car. (Statically balanced).

29. LANDING ENTRANCES

(a) Each lift shaft landing entrance assembly shall consist of unit frame, door panels, fascia, sill, hanger, closer and interlock. The installation shall comply with the applicable code requirements.

(b) As a standard all lift landing equipment including doors, signal faceplates shall have a two (2) hour fire rating. The Contractor shall provide the relevant SABS test certificates for Class "C" type landing door equipment.

30. DOOR PANELS

(a) The door panels for all openings shall be constructed of at least 1.5 mm thick mild or stainless steel. Continuous stiffener channels must be provided to the top, bottom and edges at the faceplates. The bottom of each door panel shall be provided with removable laminated phenolic guides, which run in the sill slots.

(b) Door panels shall be constructed to operate free from squeaks or metallic sounds and shall be adequately treated with a sound deadening material to produce a quiet door operation under all operating conditions.

(c) The leading edge of the car and landing doors shall have an interlocking profile with rubber stoppers (top and bottom) to prevent the door panels closing metal to metal. Add on rubber profiles shall not be accepted.

(d) All landing door site guards shall have a stainless-steel box type construction for added rigidity.

(e) Goods/Passenger Lift and Access, Goods Only Lift Car Doors

(i) Car and landing sills shall have additional angle iron supports (reinforced sills) to accommodate the applicable point loads.

(ii) Landing and car door panels shall have reinforced sliding shoe supporting sections.

(iii) Only reinforced sliding door panels shall be accepted. Door panels shall be at least 1.5 mm thick Mild Steel or Stainless Steel with at least two horizontal intermediates stiffening ribs.

31.SILLS AND SUPPORT ANGLES

The landing sills for all openings shall be of narrow extruded aluminium. Grooves in all sills for the door guides shall be machine planed with minimum clearances for the guides. The sills shall be supported on steel angles provided by the lift Contractor and securely fastened to the building floor construction.

32.TOE GUARDS

Toe guards shall be of at least 1.5 mm thick steel and shall be installed on all landings. They shall extend the full width of the door opening and be gradually bevelled to the wall. The straight vertical portion of the guards shall at least be 400 mm long or as in the case of the lowest landing shall equal the distance travelled by the car sill from the bottom terminal landing to when the car is on the fully compressed buffer.

33.CAR POSITION INDICATORS

(a) Electronic LED digital readout position indicators shall be incorporated in each lift car operating panel at a height of not less than 2100 mm above the floor. As each lift travels through the lift shaft, its position shall be indicated continuously by the illumination of the numeral or letter corresponding to the landing that the lift is stopped at or is passing.

(b) The digital readout shall be at least 50 mm in height.

34.CAR OPERATING PANEL (COP) FOR PASSENGER AND GOODS/PASSENGER LIFTS

(a) The operating device for each lift shall include a series of buttons, numbered to correspond to the active landings served and various additional buttons and key

switches, including emergency alarm, intercom, door open and door close buttons, independent control, fire control and rear door control key switches.

(b) The car call buttons shall be numbered to correspond to the landings served or the numbers shall be engraved with recessed background adjacent to the car buttons.

(c) Car, landing and emergency buttons shall be of the Micro push operation type and shall be approved in terms of the Occupational Health and Safety Act. Each button shall be clearly marked with its corresponding floor position. The demarcation shall either comprise a raised or recessed numeric or alphabetic character. Car call buttons shall have Braille incorporated into the button unit.

(d) The car operating station shall be paraplegic friendly and shall be located so that all operating and emergency buttons are located between 1500 mm and 900 mm above the car platform. The emergency buttons and switches shall be mounted at the bottom and the call buttons in numerical order starting above the emergency button and numbering from left to right.

(e) Swing front return panels used in the passenger car enclosures shall be arranged so that the call buttons and the control and signal devices are substantially flush to the vertical surface and shall be mounted on the return panel. The wiring to the individual components shall permit the panel to swing open for maintenance purposes.

(f) A second rear door car-operating panel for lifts with two entrances shall operate independently to the front panel and shall comply in full with this section.

(g) As a standard the lift signage shall include No Smoking, Load, Passengers, Certificate Number and Lift Number / Designation, as required by the applicable standards and regulations. All signage shall be engraved into the Car Operating Panel.

(h) Without exception the Representative/Agent shall approve the final design of the car operating panel before placing the order or manufacture of this equipment.

(i) The number of Car Operating Panels per lift shall be as nominated by the Representative/Agent.

(j) The button markings/engraving shall be such that it does not fade or wear with continuous operations. The markings, whether engraved or raised shall remain clearly visible and the coloured epoxy shall remain intact throughout the life of the button.

(k) All key switch cylinders in the fixture faceplates of landing stations, car stations and

supervisory control stations shall be master keyed with removable core cylinders (KABA type or equivalent).

35. CALL ACKNOWLEDGING LIGHTS

All car and landing buttons shall be of the call acknowledging type. The registering of a call button shall illuminate the button to acknowledge that a call has been registered. Incandescent indicator lamps shall not be accepted.

35. LANDING CALL BUTTONS

36.1 Passenger and Goods/Passenger Lifts

(a) A riser of landing micro push button stations shall be provided. Terminal floors shall contain a single button station and intermediate floors shall contain both up and down buttons. Pressure on the button in one fixture shall cause the electronic illumination of the corresponding button unit in the other fixture at the same landing. Incandescent button illumination shall not be accepted.

(b) Landing push buttons shall be of the Micro push operation type and shall be approved in terms of the Occupational Health and Safety Act.

(c) The location of the centreline of each landing micro push button fixture shall be located at 1050 mm above the floor.

(d) Each button shall be clearly marked with its corresponding direction of travel. The demarcation shall either comprise a raised or recessed approved symbol.

(e) The button markings/engraving shall be such that it does not fade or wear with continuous operations. The markings, whether engraved or raised shall remain clearly visible and the coloured epoxy shall remain intact throughout the life of the button.

Buttons shall have Braille incorporated into the button unit.

37. WAITING PASSENGER LANTERNS AND GONGS

(a) Provide an up and down, LED digital readout electric indication waiting passenger lantern at each intermediate landing and an up or down single indication lantern at a

terminal landing of all lifts. The lanterns shall be mounted above the head jamb or beside the side jamb of each typical entrance. Incandescent indicator lamps shall not be accepted.

(b) Supply and fit adjustable electronic arrival gong to each entrance. The fixture face plate shall contain an approved pattern of slots to enable the transmitting of the sound from within the shaft to the lift foyer. In terms of the paraplegic/blind person's requirements the gongs shall have a different tone when announcing cars travelling in the up and down directions - two "gongs" for down and one "gong" for up.

(c) As soon as a lift has reached a predetermined distance from a landing and is going to stop at that landing, the corresponding waiting passenger lantern shall be illuminated and the gong shall sound whether a landing call has been registered. The waiting passenger lantern shall remain illuminated until the lift leaves the landing or if the car becomes filled, whichever occurs first.

(d) The type and design of the landing signals shall take into account long lift lobbies associated with groups of lifts installed adjacent to each other. After installation the landing direction and/or announcing arrows shall be clearly visible from any position within the lift lobby. It shall be the Contractor's responsibility to inform the Representative/Agent if the selection of landing signal design is not going to achieve the visual requirements detailed under this section.

(e) As an exception and if specifically requested by the Contractor and accepted in writing by the Representative/Agent, adjustable gongs may be fitted to the car. Gongs fitted to the car shall be positioned in the header section of the car and the sound shall be contained and directed towards the entrance so as not to be transmitted to the floors above and below the lift. The gongs shall further only sound when the lift is within 200 mm from the landing level.

(f) As an exception and if specifically requested by the Contractor and accepted in writing by the Representative/Agent, announcing arrows may be fitted in the side jambs or incorporated in the push button unit. However, this option shall be restricted to Simplex and Duplex units with a single riser of buttons.

38.LANDING POSITION INDICATORS

- (a) Electronic LED digital readout position indicators shall be provided over the architrave of each lift in the main lift lobby. As the lift travels through the lift shaft, its position shall be indicated continuously by the illumination of the numeral or letter corresponding to the landing that the lift stopped at or is passing.
- (b) The final number of landing indicators required for each lift and their locations shall be as approved by the Representative/Agent.
- (c) The digital readout shall be at least 50 mm in height.
- (d) Landing position indicators shall not illuminate if the lift can no longer respond to calls as a result of a fault condition or when undergoing routine maintenance.

39.LANDING DOORS AND ARCHITRAVE FINISHES

- (a) All stainless steel landing doors and architraves shall be cleaned prior to final acceptance and receive a coat of an approved stainless steel polish.
- (c) When spray painting the landing doors and frames, the Contractor shall ensure that the landing door panels are satisfactorily prepared before the final coat of Duco is applied.
- (d) Floor designation shall be permanently marked on the inside of the landing doors (shaft side)

40.LIFT INTERCOM SYSTEM

Only if Specified in Section 4 of this Specification

- (a) Provide an intercommunication system complete with talk-back speakers with all required auxiliary equipment, wiring and a six (6) hour minimum back-up power supply.
- (b) Lift travelling cables shall contain two (2) shielded pairs of conductors for each car for the intercommunication system.
- (c) Terminal strip boxes for all wiring shall be provided.
- (d) All wires in the wiring system shall be shielded without exception.
- (e) Wiring between all master stations in the building shall comply with manufacturer's recommended standards.
- (f) Provide one sub-station in each lift car, one master station for each motor room and one

master station for the security control room.

(g) The voice link shall constantly produce a sound/speech quality comparable to that of the normal Telkom telephone network. All provisions to adequately address interference in the lines shall be included. The intercom master stations shall include an indicator system/panel to indicate the lift car initiating the emergency call and an "All Call" feature to allow for communication to all lifts at the same time.

(h) The lift intercoms for all the lifts shall be wired back to a common security/control room centrally located.

(i) The Master Stations shall be capable of accommodating all the lifts covered under this Specification. The individual lift's designation and its call code shall be clearly and neatly displayed on the Master Station.

41.LOAD SWITCHES

All load switches and sensors which influence the control, and the drive shall be adjusted in order to achieve an optimum operation, and their operating loads documented for future reference on the data sheet or certificate of compliance SABS1545 - Annex "A". These load contacts may include but are not limited to the over-load, minimum load and the landing call bypass functions.

42.CAR TOP REQUIREMENTS

42.1. Car Top Working Platform

Securely fitted working platforms of adequate strength shall be provided on the top of the car roof to create a level and safe working area. The platform shall be free of any electrical cabling and lift equipment. The car roof shall not be regarded as a working platform.

42.2. Car Top Guard Rails

In terms of SABS 1545 the car top shall be provided with a balustrade (guard-rail) where the free distance in the horizontal plane beyond and perpendicular to its outer edge

exceeds 300 mm.

SECTION 3 – OPERATIONAL REQUIREMENTS

1. SIMPLEX SELECTIVE-COLLECTIVE AUTOMATIC OPERATION

1.1 Passenger & Goods/Passenger Lifts

(a) The operation of lifts shall be from the landing buttons and from the call buttons in the car-operating panel. Single call buttons shall be mounted at each terminal landing and "up" and "down" buttons at each intermediate landing.

(b) The operation shall be such that momentary pressure on one or more car or landing buttons, other than those for the landing at which the lift is standing, shall start the lift, provided the interlock circuits are established and cause the lift to stop at the first landing for which a car or landing call is registered corresponding to the direction calls registered and these stops shall be made in the order in which the landings are reached,

irrespective of the sequence in which the calls are registered provided the call for a given landing is registered sufficiently in advance of the arrival of the lift at that landing to permit the stop to be made.

(c) If there are no car calls and the lift starts up in response to several down calls, the lift shall proceed to the highest down call and then reverse to collect the down calls. Up calls shall be collected similarly when the lift starts down in response to such calls. If the lift stops for a landing call the direction of travel shall be anticipated and maintained for a predetermined interval and independent of additional car and landing calls registered in the opposite direction of the anticipated travel.

(d) If down landing buttons are pressed while the lift is travelling up, the lift shall not stop at these landings, but these calls shall remain registered. After the highest car and landing calls have been answered the lift shall reverse automatically and respond to car and landing calls registered below the lift. When travelling down, the lift shall not respond to up landing calls, but these calls shall remain registered and be answered on the next up trip.

(e) After the lift has answered the last call and after a pre-set time period, normally 20-seconds, the lift shall be dispatched to a nominated Boarding Floor. Provision must be made to have this automatic return feature disabled if required.

2. AUTOMATIC OPERATION

2.1 Automatic Landing By-pass

When a car load exceeds a predetermined weight level, it shall automatically bypass all landing calls in the direction of service and shall respond only to car calls. The default setting for this predetermined level shall be 65% of rated load.

2.2 Car Call Cancelling

When the car has responded to the last call in the up or down direction, the car calls shall automatically be cleared from the system to maintain optimum efficiency.

2.3 Load Weighing

Each lift shall be provided with a strain gauge load weighing device to ensure optimum service. This device shall be capable of constantly monitoring the load on the car platform with an accuracy of ± 5.0 kg.

2.4 Anti-nuisance Control

When a lift with a loading level of less than 20 kg arrives at a landing, all car calls shall be reset automatically.

2.5 Motor Generator Set Time-out

When a lift does not receive a demand dispatch at the dispatching landing for a software adjustable time period up to 10 (ten) minutes, set initially at 5 (five) minutes, the motor generator set, if provided, shall stop and shut down the car lighting and ventilation automatically after it has opened the car and landing doors. If solid-state motion control is provided, timing devices shall be provided to accomplish this shutdown.

When a dispatch demand is received from the supervisory system by a lift whose generator is stopped, its motor generator shall automatically restart and re-energise the car lighting and ventilation circuits.

3. OPERATION WITH INDEPENDENT SERVICE

(a) A two position key operated switch, with removable cylinder as approved by the Representative/Agent and master keyed to the building system, shall be mounted in the main car operating station of each lift specified for Independent Service Operation.

When this switch is in the on position, the removal of the key from the barrel shall be prevented and the lift shall be operated from the car buttons only and independent of all other automatic or special operation modes.

(b) The power operated car and lift shaft doors shall remain open when a lift is at a landing until a car call for another landing is registered and the door close button is pressed. If another car call has been registered, it shall be necessary, after each stop, to repress the door close button to affect the closing of the doors.

(c) It shall further be possible to activate and de-activate this service through the remote monitoring control station.

4. OPERATION WITH INSPECTION

A two-position switch shall be provided on top of the car enclosure to operate each lift manually during adjustment, inspection, maintenance, and repair. The operating buttons shall be of the continuous pressure type and the speed of the car shall not exceed 0.63 m/s. It shall operate

the car only when the car doors and all lift shaft doors are closed, and all safety circuits made.

5. EMERGENCY OPERATION

A two-position switch shall be provided in the motor room to operate each lift manually during emergency conditions, adjustment, inspection, maintenance, and repair. The operating buttons shall be of the continuous pressure type and the speed of the car shall not exceed 0.63 m/s.

Emergency operation shall operate the car only when the car doors and all lift shaft doors are closed and when the inspection control on top of the car is switched to normal operation.

However, it shall be permitted to override the final limits, safety contacts and governor contacts.

6. FIREMAN'S OPERATION

6.1 Fire Recall – Level-1

(a) All lifts shall be equipped with Fire Control Level-1 and each group or single lift shall be equipped with a common Fire Control switch to recall the lifts (non-stop) to the nominated evacuation landing, where it shall remain parked with open doors. The switch shall be mounted in a box with a break-glass front marked "Lift Fire Control".

(b) When the switch is activated, cars travelling away from the designated landing, shall reverse at the next served floor without opening its doors, and return non-stop to the designated fireman's floor.

(c) An illuminated indicator fitted inside the car shall instruct the passengers to evacuate the lift at the designated evacuation floor.

(d) When on Standby Power the Fire Control operation shall operate as detailed under this section in conjunction with the Emergency Control sequenced evacuation shown under Section-3 Clause 7 (Operation with Standby Power) of this Specification.

6.2 Fire Recall – Level-2

(a) A Fire Service Key Switch mounted in the car operating panel shall be provided in each lift operating as a Fireman's Lift. Lifts operating as fireman's lifts shall be as nominated by the Representative/Agent.

(b) A lift operating on Fire Service shall respond only to its own car call while ignoring all

landing calls. When the lift arrives at a landing not being the main landing, its car and landing doors shall remain closed. If the door open button is pressed, the doors shall open and continue opening. If the door open button is released, the doors if not yet fully open, shall immediately reverse direction and close. Once the doors have been fully opened via the door open button, they shall remain open until a further car call has been registered and the door close button has been pressed.

(c) If more than one car call has been registered, all the remaining car calls shall be cancelled once the lift stops at the nearest car call in the direction of travel.

(d) If the lift remains stationary at a selected floor away from the main landing with the doors closed for an adjustable time initially set at 30 (thirty) seconds, the lift shall return to the fire recall floor automatically. When the lift returns to the main landing, the doors shall open automatically and remain open awaiting a further car call.

(e) All the car door horizontal and vertical light rays, ultrasonic and infrared detectives, shall be made inoperative during the firemen's service operation.

(f) It shall further be possible to initiate the fire control operation through the remote monitoring control station or fire detection system. The Fire and Security Sub-Contractor shall provide a potential free contact in each lift motor room to indicate a fire condition.

7. OPERATION WITH STANDBY POWER

7.1 Emergency Recall to Main Landing – Level-1

(a) Provide a standby power operation which recognises the feeder arrangement and the standby power operation which automatically evacuates all lifts on each affected feeder by operating 1 (one) lift at a time to the main dispatching landing without responding to car or landing calls. The system shall subsequently permit automatic and manual selection of any lift to be released for normal operation with standby power. If any lift fails to return to its main landing within 90 (ninety) seconds, it shall automatically be disconnected from the automatic return feature.

(b) The standby power supply shall be sized to run a predetermined number of lifts simultaneously. The Electrical Sub-Contractor shall provide the number of lifts to run

and the maximum kVA available for emergency operation. Alternatively, if this information is available it shall be as nominated by the Representative/Agent.

(c) In the event of a total failure of normal power, the feeder or feeders in each group shall be transferred to the standby power source. A potential free normally closed contact shall be provided in the lift motor rooms to indicate the transfer to the standby power source. The potential free contact supplied by the Electrical Sub-Contractor shall open (Fail to safety) when on standby power and the lifts will commence their sequenced evacuation.

(d) The lifts shall be capable of operation on standby power at minimum of 100% of rated speed in both directions and at a maximum load of 100% of rated capacity for a period of 10 (ten) minutes without overheating.

(e) All connections to the lift controls for standby power operation shall be provided in the appropriate machine rooms and all the necessary interlocking interconnection wiring among machine rooms shall be provided under this section.

7.2 Manual Release – Level-2

(a) Once all the lifts have been evacuated in sequence to the selected main landing, a predetermined lift or lifts shall be released for normal operation automatically or manually via a remote monitoring station. All manual or automatic release shall be prevented until the automatic evacuation covered under Section-3 Clause 7.1 has taken place.

(b) The cars nominated / selected to run on emergency power shall not be fixed and it shall, furthermore, be possible to change the lift / lifts selected to run on emergency operation without making major changes to the lift wiring or control circuitry.

(c) In all instances the fireman's lift shall have priority when selecting a lift or lifts to run on emergency power.

8. OVERLOAD PROTECTION

Without exception, overload protection shall be provided (SABS1545-Part-1 1999 & EN81 Code 1997). When the load in the car enclosure exceeds the rated load, a buzzer shall sound, an

overload indicator shall illuminate in the car operating panel and the lift doors shall remain open and the lift blocked from travelling. The overload device shall not be active during the travel.

9. DRIVE CONTROL

(a) A fully regulated distance dependant closed loop VVVF, DC Ward Leonard, DC Direct Drive or Hydraulic drive control system shall be provided and shall constantly maintain the floor levels and ride quality as specified. Lift acceleration, nominal speed and slowdown phases shall constantly be monitored and controlled against, and with reference to, distance, speed, current and voltage feedback loops. The lift drive shall be capable of bringing the lift to a standstill after a travel without a "creeping in" or "levelling in" phase i.e. a direct approach.

(b) Driving machine and motor shall be controlled to operate the lift continuously at 100% of rated speed in both directions without overheating or hunting during levelling.

10. RIDE QUALITY AND PERFORMANCE CRITERIA

10.1 Ride Quality Objective

The main objective is to be able to determine a ride standard and to maintain that standard by routine measurement and adjustment as necessary. The standards nominated are for lifts with rated speeds of 5 m/s or higher. Lower speed lifts should be able to perform better in terms of ride quality, and at worst the same parameters should be applied.

2. Vibration

Vibration, also sometimes referred to as "quaking", is measured in three dimensions:

- Lateral quaking from front to back.
- Lateral quaking from side to side.
- Vertical vibration (up and down).

The vibration levels are measured as acceleration levels of the car floor using an accelerometer. Measurements are expressed in terms of mm/s^2 , milli-g or LAL. $9.81 \text{ mm/s}^2 = 1 \text{ milli-g or LAL}$.

Recording accelerometer tests in the horizontal plane shall be conducted prior to practical completion on each lift travelling at rated speed the full length of the shaft

between terminal landings in both up and down directions with a maximum load of 230 kg located in the centre of the platform. Recordings shall be taken on the platform in the plane of the car guide rails and perpendicular to the plane of the car guide rails.

One set of recordings for each lift shall become the property of the Employer as a permanent record. If these tests show that the equipment is in any way defective, at variance with the specified requirements, or objectionable in any operation, the Contractor shall make any change necessary to remedy these defects. All expenses for carrying out this remedial work and the costs of all subsequent tests including labour, material, test equipment, on site observations, etc, shall be for the Contractor's account. Notice of all tests shall be given to the Representative/Agent in writing at least 96 hours prior to conducting the test.

(b) Noise Levels

Noise levels in the car are measured during operation of the lift. Maximum and mean dB (A) figures is measured.

10.2 Performance Criteria

After practical completion the Contractor shall confirm that the lift equipment performs in accordance with the contract documents and shall provide documentation to substantiate accordingly.

SECTION 4 – DETAILED LIFT REQUIREMENTS

1. GENERAL REQUIREMENT

Tenderers shall offer lifts designed to comply with the technical requirements and the as described in Sections 2 and 3 of this specification.

The equipment offered shall be suitable for continuous operations under the following conditions:

2. Electricity Supply

3-phase, 4-wire, 50HZ, AC with nominal voltage of 400/231V varying between 95% and 105% of the nominal voltage.

(b) Ambient Air Conditions

Max. Temperature : 30 [°C]

Min. Temperature : 2 [°C]

Max. Relative humidity : 40 – 60 [%]

© Altitude of site

1340 m above sea level

All lifts shall comply with the latest edition of SABS1545-1 and SABS-1545-2 specifications.

Copies of ISO9002 accreditation shall accompany the tenders submitted.

The lift installation shall comply in all respects with the requirements of the Occupational Health and Safety Act, Act 85 of 1993 as amended.

3. DESCRIPTION OF LIFT SYSTEM

SPECIFICATIONS:

TYPE OF LIFT :

Passenger Lifts

Goods Lifts.

Stair-climber

Horizontal disabled lift

NUMBER OF ELEVATOR IN GROUP :

N/A

LOAD / PASSENGERS :

Pass: 1000 kg. 13 Persons.

Goods: 1000 kg. 13 Persons.

RATED SPEED :

Passenger: 1.0 m/s

Goods: 1.0 m/s

TRAVEL : Existing

NUMBER OF STOPS / FLOOR SERVED : As per attached schedule.

NUMBER OF LANDING OPENINGS : Same as number of stops.

NUMBER OF CAR ENTRANCES : One (1), In Line.

FLOOR DESIGNATIONS : Up standardized peer facility

Example ETC 2B,1B,B,1G,G,1,2,3,4,5,6,7 ETC.

POWER SUPPLY (Retain existing) : 400 V +/- 10% 50 Hz 3ph.

: 4 wire 3PE / 5 WIRE 3PNE

: 230 V 50 Hz 1 ph. (2 wire + earth)

INTERCOM / COMMUNICATION

: New Intercom System. 3 x way. (Lift, control station
& Security area.)

CONTROL SYSTEM

: Microprocessor Control and Variable Voltage
Variable Frequency Drive systems with brake
resistance

MOTORROOM DETAILS:

MACHINE ROOM POSITION :

In the lift shaft on highest floor served.

(Motor room less)

SHAFT DETAILS:

PIT DEPTH : Existing. See drawings.

OVERTRAVEL / HEADROOM : Existing.

SHAFT SIZE : Retain existing shaft.

CAR DETAILS:

CAR SIZE : Pass: 1600 mm w x 1400 mm d.

Goods: 1600 mm w x 1400 mm d.

DOOR SIZE :

Pass: 1000 mm wide x 2100 mm high.

Goods: 1100 mm wide x 2100 mm high.

All new VVVF System.

CAR OPERATING PANEL

: Mechanical with Braille.

LANDING DETAILS:

LANDING DOOR : Automatic Stainless Steel Panels.

LANDING DOOR FRAMES : Box Type Door Frames in Hairline stainless steel.

LANDING BOARDS : Mechanical Buttons. Illuminated

LANDING INDICATORS : Indicator, Gong & Direction on all floors.

LANDING SILLS : Aluminium

ENTRANCE PROTECTION : Electronic Edge.

LIFT CAR DESIGN AND CONSTRUCTION:

CAR DOOR : Automatic Hairline stainless steel.

FRONT WALL : Hairline stainless steel.

SIDE WALLS : Hairline Stainless Steel with Handrails.

BACK WALL :

Hairline Stainless Steel. Mirror above rear
handrail.

SKIRTING : Painted Steel.

FLOORING : Artificial Stone..

CEILING/LIGHTING : Stainless Steel with spot lights.

VENTILATION : Fan

STRUCTURAL PROVISION. : Use Existing as is.

SPECIAL REQUIREMENTS : Nil.

DEVIATIONS :

Nil.

SECTION 5 – BILLS OF QUANTITIES

1. IMPORTANT NOTES TO TENDERERS

- a. This Schedule of Quantities forms part of the Contract Documents, as listed in the Schedule of Documents, and shall be read in conjunction with the General Conditions, the Specifications and the Drawings, and must be submitted, duly completed, on the closing date of Tenders.
- b. Tenderers must complete the Schedule of Quantities and fill in the unit rate and total amount for each item. Errors of extensions as entered in the Schedule may be corrected by the Engineer. Rates may be adjusted, as the total tender price submitted will be binding.
- c. The short description of items in the Schedule of Quantities are for identification purposes only, the work covered by the items being fully specified in the relevant clauses in the Specifications. The tenderer must therefore allow in the unit price for ordering, obtaining, supplying, delivering to site, installation and commissioning of the relevant

equipment with their accessories.

- d. The quantities reflected in the Schedule of Quantities are approximate only and do not necessarily represent the actual amount of work to be done. Allowance for off-cuts and scrap shall be allowed for in the unit rates. The Final Contract Price for the completed Contract shall be computed from the actual quantities of authorised work done to the satisfaction of the Engineer, valued at the prices tendered against the respective items in the Schedule of Quantities, and shall include such authorised provisional amounts and items of extra work as have become payable in terms of the Contract Documents. Extra material shall not be paid for and shall be removed from site.
- e. Tenderers are advised to check their items extensions and total additions. If many arithmetical errors occur in the priced Schedule of Quantities, it may disqualify the tenderer.
- f. Except where Sum Amounts are required or where Provisional Amounts have been indicated, the Tenderer shall enter an applicable rate in the Rate Column of the Schedule of Quantities for each scheduled item. He shall also enter an applicable sum in the Amount Column for each scheduled item. Should the Schedule not be completed in the manner herein specified, the tender may either be rejected, or the Contractor will not be paid for items against which rates or sum amounts, as applicable, have not been entered. In the event of the latter procedure items not paid for will be regarded as covered by other rates entered in the Schedule of Quantities.
- g. Payment based on the rates tendered in the Schedule shall cover all the services and incidentals included in the works covered by the Contract and shall be made in accordance with the General Conditions, the Specifications and the Agreement pertaining to the Contract.
- h. Where the Contractor is required to furnish detailed drawings and designs or other information in terms of the Contract Documents, all costs shall be deemed to have been provided for and included in the unit rates and sum amounts tendered for the items scheduled in the Schedule of Quantities and separate additional payment will not be made.
- i. Unit prices quoted in the Schedule of Quantities must include for such small installation materials as are required for the complete installation in accordance with the

Specifications.

j. Writing in the Schedule must be done in black to facilitate clear photocopying.

k. The Contractor shall keep record of all material delivered to site, and shall submit such record to the Engineer at every site inspection. Material not installed shall be kept in the site yard or store and the material shall be kept readily available for inspection.

l. Application for payment, accompanied by supporting documentation, shall be submitted to the Engineer on a pre-determined date which date shall be a suitable date in each month, agreed upon by all parties concerned with the payment. Claims for additional work in a particular month, for which no written instruction has yet been issued, if applicable, must also accompany the monthly application for payment. Late claims will not be considered.

SUBJECT : BILL OF QUANTITIES CAPE TOWN,CENTRAL ,CUSTOMS AND EXCISE BUILDING , MODERNISATION, REPAIRS AND MAINTENANCE OF VARIOUS LIFTS AREA-A								
PART 1								
BOQ TO BE READ IN CONJUNCTION WITH SCOPE OF SERVICES REGISTER AS WELL AS DETAILED SPECIFICATION								
DPWI LIFT MODERNIZATION, REPAIRS AND MAINTENANCE WESTERN CAPE BILL NO. 1								
Item	Description	Unit	Quantity	Rate	Amount (Rands)	Pertaining to lift installation		
Bill No. 1								
PRELIMINARIES & GENERAL								
1,001	Site establishment and de-establishment	sum	1			All		
1,002	Onsite full-time on-site supervisory staff for duration of project	sum	60			All		
1,003	Health & safety management for duration of project (Risk, First Aid, Investigation etc)	sum	60			All		
1,004	HIV and Aids allowance as per specification	sum	60			All		
1,005	Transportation (daily, including night shift & overtime allowance) & operational costs	sum	60			All		
1,006	Project registration & Certification of Lifts with Department of Labour (Annexure-A,B,D,E)	sum	135			All		
1,007	Shop Drawings, As-built drawings, O&M Manuals & Maintenance Registers	sum	135			All		
1,008	Full-time Security personnel for duration of project on active construction sites	sum	40					
1,009	Housekeeping to ensure safe & non-hazardous environment	sum	60					
1,010	Licensing and maintenance (all units) 60 month period	sum	135			All		
<u>ITEMS RELATED TO TENDER VALUE (Financial & Operational risk cover)</u>								
1,011	Contractor's all risk insurance & public liability (fully operational site)	sum	1			Duration of contract		
1,012	Additional cost for operational damage exceeding contractor liability	sum	1			Duration of contract		
1,013	Cost of gaurantees / sureties	sum	1			Duration of contract		
1,014	Financing costs (including escalation & exchange rate cover for imported materials)	sum	1			Duration of contract		
1,015	Call Centre Establishment	sum	1			Duration of contract		
1,015	Charges required on above item	%	%			Duration of contract		
1,016	Electronic monitoring system setup as per specification	sum	40					
1,017	Training on above	sum	40					
1,018	Additional tests required by engineer	sum	1			Duration of contract		
2,000	Payment reduction			R	-	R	-	
2,001	Payment reduction exceeding maximum allowable downtime during terminal breakdown-maximum allowable downtime for terminal breakdowns should not exceed 6 hours	hrs		R	-2 000,00	R	-	
2,002	Payment reduction exceeding maximum allowable downtime during emergency breakdown-maximum allowable downtime during emergency breakdown or call-out should not exceed 2 hours	days		R	-2 000,00	R	-	
2,003	Payment reduction exceeding maximum allowable downtime during normal breakdown-maximum allowable downtime during normal breakdown should not exceed 8 hours/ 1 day	days		R	-1 000,00	R	-	
2,004	Allow for fault log triplicate book per lift installation	sum	135			All		
2,006	Bi-monthly inspection reporting per lift for 60 month period	sum	135			All		
2,007	Bi-annual inspection reporting per lift for 60 month period	sum	135			All		
2,007	Annual inspection reporting per lift for 60 month period ANNEXURE A,B,D,E	sum	135			All		
Total Transferred To Summary Bill No. 6 (Part 1)				CARRIED FORWARD	R	-	R	-

SUBJECT : BILL OF QUANTITIES CAPE TOWN,CENTRAL ,CUSTOMS AND EXCISE BUILDING , MODERNISATION, REPAIRS AND MAINTENANCE OF VARIOUS LIFTS AREA-A						
PART 1						
<u>BOQ TO BE READ IN CONJUNCTION WITH SCOPE OF SERVICES REGISTER AS WELL AS DETAILED SPECIFICATION</u>						
DPWI LIFT MODERNIZATION, REPAIRS AND MAINTENANCE WESTERN CAPE						
BILL NO. 1						
Item	Description	Unit	Quantity	Rate	Amount (Rands)	Pertaining to lift installation
Bill No. 1						
PRELIMINARIES & GENERAL						
1,001	Site establishment and de-establishment	sum	1			All
1,002	Onsite full-time on-site supervisory staff for duration of project	sum	60			All
1,003	Health & safety management for duration of project (Risk, First Aid, Investigation etc)	sum	60			All
1,004	HIV and Aids allowance as per specification	sum	60			All
1,005	Transportation (daily, including night shift & overtime allowance) & operational costs	sum	60			All
1,006	Project registration & Certification of Lifts with Department of Labour (Annexure-A,B,D,E)	sum	135			All
1,007	Shop Drawings, As-built drawings, O&M Manuals & Maintenance Registers	sum	135			All
1,008	Full-time Security personnel for duration of project on active construction sites	sum	40			All
1,009	Housekeeping to ensure safe & non-hazardous environment	sum	60			All
1,010	Licensing and maintenance (all units) 60 month period	sum	135			All
<u>ITEMS RELATED TO TENDER VALUE (Financial & Operational risk cover)</u>						
1,011	Contractor's all risk insurance & public liability (fully operational site)	sum	1			Duration of contract
1,012	Additional cost for operational damage exceeding contractor liability	sum	1			Duration of contract
1,013	Cost of guarantees / sureties	sum	1			Duration of contract
1,014	Financing costs (including escalation & exchange rate cover for imported materials)	sum	1			Duration of contract
1,015	Call Centre Establishment	sum	1			Duration of contract
1,015	Charges required on above item	%	%			Duration of contract
1,016	Electronic monitoring system setup as per specification	sum	40			
1,017	Training on above	sum	40			
1,018	Additional tests required by engineer	sum	1			Duration of contract
2,000	Payment reduction			R -	R -	
2,001	Payment reduction exceeding maximum allowable downtime during terminal breakdown-maximum allowable downtime for terminal breakdowns should not exceed 6 hours	hrs		R -2 000,00	R -	Duration of contract
2,002	Payment reduction exceeding maximum allowable downtime during emergency breakdown-maximum allowable downtime during emergency breakdown or call-out should not exceed 2 hours	days		R -2 000,00	R -	Duration of contract
2,003	Payment reduction exceeding maximum allowable downtime during normal breakdown-maximum allowable downtime during normal breakdown should not exceed 8 hours/ 1 day	days		R -1 000,00	R -	Duration of contract
2,004	Allow for fault log triplicate book per lift installation	sum	135			All
2,006	Bi-monthly inspection reporting per lift for 60 month period	sum	135			All
2,007	Bi-annual inspection reporting per lift for 60 month period	sum	135			All
2,007	Annual inspection reporting per lift for 60 month period ANNEXURE A,B,D,E	sum	135			All
Total Transferred To Summary Bill No. 6 (Part 1)				CARRIED FORWARD	R -	R -

SUBJECT : BILL OF QUANTITIES
DPWI LIFT MODERNIZATION, REPAIRS AND MAINTENANCE WESTERN CAPE
PART 2

BOQ TO BE READ IN CONJUNCTION WITH SCOPE OF SERVICES REGISTER AS WELL AS DETAILED SPECIFICATION

DPWI LIFT MODERNIZATION, REPAIRS AND MAINTENANCE WESTERN CAPE

BILL NO. 2

Item	Description	Unit	Quantity	Rate	Amount (Rands)
	BROUGHT FORWARD				
	Bill No. 2				
3,000	PROVISIONAL MAINTENANCE REPAIR ITEMS These rates are provisional allowances and will only be used on the engineers instruction and approval. The rates are applicable to all lift installation in this contract It should be noted that the rates below are additional to the other modernization, repairs and maintenance and intended for repair of damaged through operation.				
4,000	Labour Items				
4,001	Attending breakdown logged on call centre	no	1500		
4,002	Comprehensive reporting as per specification per landing	no	100		
4,003	Extraction/pumping water out of shaft pit	no	30		
5,000	DOOR EQUIPMENT AND MATERIAL				
5,001	Replace cart or loading dock panels				
5,002	Painted panels				
5,003	Up to 350mm wide	no	25		
5,004	Up to 700mm wide	no	25		
6,200	Brushed stainless steel				
6,211	Up to 350mm wide	no	20		
6,212	Up to 700mm wide	no	20		
6,300	Replace car door operators and tracks				
6,311	Up to opening 1500mm	no	20		
6,312	Up to opening 2000mm	no	20		
6,400	Replace landing door equipment				
6,411	Up to 1500mm opening	no	40		
6,412	Up to 2000mm opening	no	40		
6,500	Replace landing door lock				
6,511	Centre opening doors	no	20		
6,512	Telescopic opening doors	no	20		
6,510	Swing doors	no	5		
6,511	Telescopic centre opening	no	20		
6,600	Replace cart door safety detection devices	no	10		
6,610	Replace complete cart door safety detection device	no	10		
6,611	Replace 3d cart door safety detect	no	10		
6,612	Replace a complete 3d cart door safety detection device	no	10		
6,613	Replace Solid wooden swing door	no	5		
6,614	Replacing of vision panel	no	20		
6,615	Replace door closer	no	20		
7,000	REPLACING DAMAGED DOOR EQUIPMENT AND MATERIAL				
7,100	Refurbish Architrava and sills	no	70		
7,110	Refurbish car/landing doors				
7,111	Painted doors	no	50		
7,112	Brushed stainless steel doors	no	50		
7,200	REPAIR LANDING DOORS				
7,210	Painted doors				
7,211	On-site repair minor damage	no	10		
7,212	Off-site repair major damage	no	10		
7,220	Brushed Stainless steel doors				
7,221	On-site repair minor damage	no	10		
7,222	Off-site repair major damage	no	10		
7,300	REPAIR SWING LANDING DOOR				
7,310	Painted doors				
7,311	On-site repair minor damage	no	5		
7,312	Off-site repair major damage	no	5		
7,313	Brushed Stainless steel doors				
7,314	On-site repair minor damage	no	5		
7,315	Off-site repair major damage	no	5		
7,400	REPAIR CART DOORS				
7,410	Painted doors				
7,411	On-site repair minor damage	no	5		

Item	Description	Unit	Quantity	Rate	Amount (Rands)
7,412	Off-site repair major damage	no	5		
7,413	Brushed Stainless steel doors				
7,414	On-site repair minor damage	no	5		
7,415	Off-site repair major damage	no	5		
7,500	REPAIR BI PARTING CAR/LANDING DOORS				
7,510	On-site repair minor damage	no	15		
7,511	Off-site repair major damage	no	15		
7,600	Repair damaged cart door drive inclusive of operating unit	no	15		
8,000	REPAIR CART EQUIPMENT & FINISHES				
8,110	Replace interior cart wall finishes				
8,111	Standard colour painted/laminate composite to specification detail	m2	200		
8,112	Brushed stainless steel	m2	200		
8,200	Replacing of mirror panels	m2	200		
8,300	Replace cart floors				
8,310	Rubberized/PVC panel tiles as per specification	m2	400		
8,311	PVC vinyl as per specification	m2	100		
8,312	PVC laminate as per medical facility specification	m2	100		
8,400	Replacing of handrail/bumper rail	no	60		
8,500	Replace ceiling diffuser prismatic	m2	80		
8,500	Replace ceiling diffuser opal	m2	80		
8,500	Replace ceiling diffuser plaster board finish	m2	80		
8,600	Replace cart extraction/fresh air fan to specification	no	135		
8,700	Replacing cart operation manuals				
8,710	15 Stops to a maximum of 20	no	10		
8,711	10 Stops to maximum 15	no	10		
8,712	5 Stops to maximum 10	no	10		
8,713	0 Stops to maximum 5	no	85		
8,714	Stairclimber/Disabled vertical and horizontal lift	no	20		
8,800	Replacing of landing or cabin operating panel with Braille buttons	no	80		
8,810	Replacing of existing landing or cabin operating panel	no	50		
8,811	Replacing of existing landing or cabin operating panel indicator units	no	15		
8,812	Replacing of existing landing and/or cabin operating panel voice attenuation installation	no	40		
8,813	Replacing of above battery back-up unit	no	40		
8,814	Replacing of downlighter(LED) installation as per specification	no	100		
8,815	Replacing of tube LED light fitting	no	100		
8,817	Replacing of emergency lighting as per specification in cart and landing area	no	135		
8,818	Replacing of goods lift curtain to 2000mm height	no	15		
9,000	LIFT HOISTING MATERIAL				
9,100	Replacing of elevator ropes				
9,110	Supply and install hoist ropes as per specification				
9,111	8mm 8x19 fibre core	no	2200		
9,112	10mm 8x19 fibre core	no	2200		
9,113	13mm 8x19 fibre core	no	2200		
9,114	16mm 8x19 fibre core	no	2200		
9,210	Supply and install compensation ropes as per specification				
9,211	14mm 6x19 fibre core	no	700		
9,212	20mm 6x19 fibre core	no	700		
9,213	26mm 6x19 fibre core	no	700		
9,214	32mm 6x19 fibre core	no	700		
9,310	Supply and install Governor ropes as per specification				
9,311	6mm 6x19 fibre core	no	800		
9,312	8mm 6x19 fibre core	no	800		
9,313	10mm 6x19 fibre core	no	800		
9,314	12mm 6x19 fibre core	no	800		

Item	Description	Unit	Quantity	Rate	Amount (Rands)
9,400	Supply and install flat trailing cable				
9,410	24 Core 0,75mm2	no	1000		
9,411	20 Core 0,75mm2 + 2 x screened twisted 0,5mm2	no	1000		
9,412	24 Core 0,75mm2 + Coaxial	no	1000		
9,500	Supply and install emergency release/lowering device	no	10		
9,510	Supply and install safety gear as per specification	no	15		
9,600	Replacing of controller/drive controller				
9,610	Complete new controller with VVVF(variable frequency) drive	no	10		
9,611	Complete new VVVF(variable frequency drive) controller	no	10		
9,612	Supply and install hoist motor as per specification	no	5		
9,613	Supply and install new gear, pinion and sheave complete as per specification	no	5		
9,614	Supply and install new re-generative drive as per specification	no	10		
9,615	Supply and install electrical surge protection/Static protection/power fluctuator protection PLC	no	10		
10,000	ALARM/ INTERCOM SYSTEMS				
10,100	Supply and install remote intercom to Building reception as per specification	no	100		
10,110	Supply and install GSM Intercom linked to alarm unit to call centre	no	100		
10,111	Cart Fire Detection Unit GSM linked to REMRAD Fire Brigade Linkage System as per specification	no	135		
11,000	Guiderail Replacement complete with fastening equipment, testing, lubrication and comissioning as per specification	m	500		
12,000	Chairclimber/Wheelchair lift maintenance				
12,010	Replace motor control on chair climber unit as per specification	no	10		
12,011	Replace motor on chair climber unit as per specification	no	10		
12,012	Replace gear mechanism of char climber unit as per specification	no	10		
12,013	Gear and motor lubrication as per specification	no	20		
	Total Transferred To Tender Summary Bill No. 6 (Part 2)			CARRIED FORWARD	R -

SUBJECT : BILL OF QUANTITIES

DPWI LIFT MODERNIZATION, REPAIRS AND MAINTENANCE WESTERN CAPE

PART 3**BQQ TO BE READ IN CONJUNCTION WITH SCOPE OF SERVICES REGISTER AS WELL AS DETAILED SPECIFICATION**

DPWI LIFT MODERNIZATION, REPAIRS AND MAINTENANCE WESTERN CAPE

BILL NO. 3

Item	Description	Unit	Quantity	Rate	Amount (Rands)
	BROUGHT FORWARD Bill No. 3 BUILDER'S WORK & MAKING GOOD (by nominated sub-contractor)				
13.001	Making Good around at all door openings/cladding interfaces, including minor patch work, filling and painting to match existing paint work to highest quality standard	m2	1000		
13.002	Making Good around at all door landings/tile interfaces, including minor patch work and re-tiling to match existing tiles/floor covering to highest quality standard	m2	500		
13.003	Painting in two coats of paint to all lift room walls to highest quality standard, approximately - L(4) x B(3.6) x H(2)	m2	500		
13.004	Supply and install new DCP Fire extinguisher 9 kg	no	135		
13.005	Supply and install water proofing on leaking roof corrugated iron, IBR, Tiles as per specification	m2	250		
13.006	Supply and install water proofing on leaking roof Concrete roof, derbigum waterproofing as per specification	m2	250		
13.007	Supply and install machine room extractor fan as per specification	no	250		
13.008	Supply and install shaft room smoke control extractor fan as per specification	no	250		
13.009	Supply and install machine room extractor fan cowl/weather louvre as per specification	no	500		
13.010	Supply and install machine room steel safety gate as per specification	no	80		
13.011	Supply and install pit sump pump inclusive of soak away to storm water tie in as per specification	no	40		
13.012	Build new sump as per specification	no	10		
13.013	Install maintenance record holder as per specification	no	100		
13.014	Install chair climber key and control device holder not more that 1m from chair climber as per specification	no	35		
	Total Transferred To Tender Summary Bill No. 6 (Part 3)			CARRIED FORWARD	R -

SUBJECT : BILL OF QUANTITIES**DPWI LIFT MODERNIZATION, REPAIRS AND MAINTENANCE WESTERN CAPE****PART 4****BOQ TO BE READ IN CONJUNCTION WITH SCOPE OF SERVICES REGISTER AS WELL AS DETAILED SPECIFICATION****DPWI LIFT MODERNIZATION, REPAIRS AND MAINTENANCE WESTERN CAPE****BILL NO. 4**

Item	Description	Unit	Quantity	Rate	Amount (Rands)
	<u>BROUGHT FORWARD</u>				
	<u>Bill No. 4</u>				
	ELECTRICAL & ELECTRONIC WORKS (by domestic sub-contractor)				
	<u>Replace electrical equipment(Excl Switchgear) Inclusive of Certificate of compliance issue as per specification</u>				
14.001	100A, 20 Way DB 5kA Fault level	SUM	6		
14.002	200A, 72 Way DB 10kA Fault level	SUM	6		
14.003	DB Mounted Circuit breakers				
	100A 3PH 5kA	no	10		
14.004	200 3 Ph 10kA	no	10		
14.005	DB Mounted Circuit Isolators				
	Up to 80 A 1PH 5KA	no	20		
14.006	Up to 80 A 3PH Lockable	no	20		
14.007	DB Mounted Earth Leakage				
	30A EL	no	20		
14.008	63A EL	no	60		
14.009	Replace shaft light fitting 1,2m LED 16W Complete with IR Sensor switching operation	no	120		
14.010	Wiring and cabling replacement and accessories				
	Supply and install 2,5mm single core PVC insulated wiring to power point	m	6000		
14.011	Supply and install 4mm single core PVC insulated wiring to power point	m	1350		
	Supply and install 6mm single core PVC insulated wiring to power point	m	1350		
14.012	10 x 3 core armoured insulated Cable inclusive of Embedded Earth Core	m	1000		
	Bosal Conduit 32mm Galvanized as per specification inclusive of saddles and fastening accessories	m	1000		
14.013	PVC 20mm conduit inclusive of saddles and fastening devices as per specification	m	1000		
	PVC 20mm Spragueconduit flex inclusive of saddles and fastening devices	m	1500		
14.014	Electronic Access control Card Type Reader to allocated floor allowance as per clearance and specification installation	no	15		
14.015	Link Lift Fire Protocol to existing Fire Detection/Protection System	no	30		
					R -
	Total Transferred To Tender Summary Bill No. 6 (Part 3)			CARRIED FORWARD	R -

**CPG Bill of Quantities
BILL NO.05**

Item	CONTRACT PARTICIPATION GOALS (CPG) DESCRIPTION	Unit	Rate / %	Amount
1.0	MINIMUM 30% SUB-CONTRACTING			
1,1	Provision is made for 30% subcontracting to SMMEs in the execution of this project as described in PG-01.1 (EC) / PG-01.2 (EC) SCOPE OF WORKS C3.7.1. The 7.5% is the contractors allowance for the P&G's for the 30% sub-contractors (SMME's). The PQS is to define the actual P&G items applicable to the SMME's e.a. scaffolding , PPE etc.	PS		0
1,2	Allowance for profit all inclusive of associated costs to the contractor for implementation.	%		0
1,3	Allowance for attendance all inclusive of associated costs to the contractor for implementation.	%		0
	Total carried to Enterprise Development at CPG Section			

Summary of priced BOQ (prepared by Consultants)
LIFT MODERNIZATION, REPAIRS AND MAINTENANCE WESTERN CAPE
PART 6

LIFT MODERNIZATION, REPAIRS AND MAINTENANCE WESTERN CAPE
BILL NO. 6

ITEM	BILL SUMMARY			AMOUNT	(Rands)
	No.	DESCRIPTION	FROM PART NO.		
		BROUGHT FORWARD			
		<u>Bill No. 6</u>			
		MAIN OFFER			
16,001	1	Preliminaries & General	1		
16,002	2	Lift Repair and Maintenance	2		
16,003	3	Builder's Work and Making Good	3		
16,004	4	Electrical & Electronic Work	4		
16,005	5	CPG	5		
		SUB-TOTAL 1			
		VAT (15%)			
		CARRIED TO FORM OF OFFER AND ACCEPTANCE DPW-07			

Scope of Works - Area A	s/n
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Installation 01B: Athlone Police SAPS (SN00839)	2
Installation 02A: Atlantis Police SAPS (08L4265)	3
Installation 03A: Bellville Justice Magistrates Court (CE4471)	4
Installation 03B: Bellville Justice Magistrates Court (15153)	5
Installation 04A: Bellville Police SAPS (Bureau for missing persons) (CE4034)	6
Installation 04B: Bellville Police SAPS (Bureau for missing persons) (CE4031)	7
Installation 04C: Bellville Police SAPS (Bureau for missing persons) (CE4032)	8
Installation 04D: Bellville Police SAPS (Bureau for missing persons) (CE4033)	9
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PG-01.1 (EC) SCOPE OF WORKS – (GCC (2010) 2nd EDITION: 2010)

Project title:	CAPE TOWN,CENTRAL ,CUSTOMS AND EXCISE BUILDING , MODERNISATION, REPAIRS AND MAINTENANCE OF VARIOUS LIFTS AREA-A		
Tender no:	CPT1007/22	Reference no:	

C3. Scope of Works

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B: AMENDMENTS TO THE PARTICULAR SPECIFICATIONS

C3.3 PARTICULAR SPECIFICATIONS

C3.4 STANDARD SPECIFICATIONS:

The standard specifications on which this contract is based ON SPECIFICATION FOR THE DESIGN, SUPPLY, INSTALLATION AND COMMISSIONING OF LIFTS AND ESCALATORS DPWI EDITION 2018

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

- SANS 10400 - Building code
- SANS 204 - Green Design Code
- SANS 10139 - Fire detection & Alarm systems for buildings
- National Building Regulations and Building Standards Act 103 of 1977
- SANS 7240-16: Fire detection and alarm systems Part 16: Sound system control and indicating equipment
- SANS 7240-19: Fire detection and alarm systems Part 19: Design, installation, commissioning, and service of sound systems for emergency purposes

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- SANS 50081-70 Safety rules for construction and installation of lifts
- SANS 53015 The maintenance and repairs of electric and hydraulic powered lifts, escalators, and passenger conveyors)

3.5 PROJECT SPECIFICATIONS:

Status

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

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

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

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

3.5.1 GENERAL

PS-1 PROJECT DESCRIPTION:

CAPE TOWN,CENTRAL ,CUSTOMS AND EXCISE BUILDING , MODERNISATION, REPAIRS AND MAINTENANCE OF VARIOUS LIFTS AREA-A

DETAIL CONTAINED IN DETAILED SPECIFICATION

3.5.2 AMENDMENTS TO THE STANDARD AND PARTICULAR SPECIFICATION:

NONE

C3.5.3 PARTICULAR SPECIFICATIONS:

PLEASE FIND ATTACHED

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 *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 N/A of the tender amount at the time of tender to be sourced from within N/A radius of the project site with the intention to maximize use of local SMMEs within N/A
- (b) SMME's involvement of at least N/A of the Tender Value to be sourced from within N/A 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 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 to N/A 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 **N/A**, 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 **N/A** of the total value of materials purchased including VAT to be sourced from within **N/A** radius of the project site,
- (e) Material of at least **N/A** of the total value of materials purchased including VAT to be sourced from within **N/A** radius of the project site.

Failure to achieve the minimum **N/A** Targeted Local Material Manufacturer participation expressed as a percentage of the original tender amount, excluding allowances and VAT, will result in a **N/A (N/A)** 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 **N/A 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 **N/A** 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 **N/A** of the total value of materials purchased including VAT to be sourced from within **N/A** of the project site,
- (e) Material of at least **N/A** of the total value of materials purchased including VAT to be sourced from within **N/A** of the project site.

Failure to achieve the minimum N/A Targeted Local Material Manufacturer participation expressed as a percentage of the original tender amount, excluding allowances and VAT, will result in a N/A (N/A) 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 N/A to this project.

It is the requirement of the employer that the contractor enhances the use of local labour in executing this contract. This is required to be done through the use of both traditional building techniques and labour-intensive construction techniques careful and considered construction planning and implemented in the project irrespective whether a minimum percentage Participation Goal is applicable or not.

The Minimum Targeted Local Skills Development Contract Participation Goal shall be achieved in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 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 WESTERN CAPE. 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 N/A 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 N/A.

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
- 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 N/A 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;

Method 2: structured workplace learning opportunities for apprentices or other artisan learners towards the attainment of a trade qualification leading to a listed trade (GG No. 35625, 31 August

2012) subject to at least sixty percent (60%) of the artisan learners being holders of public TVET college qualifications;

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

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

The contract skills participation goals, expressed in Rand, shall not be less than the contract amount multiplied by a percentage (%) factor given in Table 2 in the Standard for the applicable class of construction works.

Table 2: Contracting skills development goals for different classes of engineering and construction works contracts

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

The contractor shall apportion the learners in the different construction activities based on the scope of work. The cost of accommodating learners will be determined by using Table 3 in the Standard and this cost will be used to determine the value in Rand and will be added to the provision for training as provided for in the Preliminary and General section in the Bill of Quantities/Pricing schedules/Activity schedule.

Table 3: Notional Cost of Training per Headcount

Source: cidb Standard for Skills Development



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

Note: the required CPG will be recalculated based on the awarded tender amount and "Contract amount" once the beneficiaries have been appointed and actual costs are known. The notional cost of providing training opportunities will increase by CPI on an annual basis based on April CPI. Should the rates increase after bid award or during construction the rates will be adjusted as a remeasuarble item.

- (a) The successful contractor may employ part/full occupational qualification learners, trade qualification learners, work integrated learners or candidate 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 10 from eligible part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates in the employment of the employer.
- (d) The successful contractor shall ensure that no single method shall contribute more than seventy five percent (75%) of the CSDG for the contract.
- (e) The successful contractor may only place thirty three percent (33%) employed employees or that of his subcontractors contributing to the CSDG.
- (f) The contractor shall employ at least sixty percent (60%) of the learners from a Public FET / TVET college should the contractor select to have trade qualification learners (Method 2) contributing to the CSDG.
- (g) One of the objectives of the project is to train 10 Occupational qualifications, trade qualification, work integrated learners – P1 and P2 learners, professional candidates.

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.
- (d) The successful contractor shall submit to the employer's representative a baseline training plan in the specified format (Pro-forma A2) for the part/full occupational qualification learners, trade qualification learners, work integrated learners, candidates) within 30 days of start of the contract.
- (e) The successful contractor shall submit to the employer's representative project interim report in the specified format (Pro-forma A3) on the progress of each of part/full occupational qualification learner, trade qualification learner, work integrated learner, candidate every three months.
- (f) The successful contractor shall submit to the employer's representative the names and particulars in the specified format (Pro-forma A4) of the supervisor, mentors for the part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates within 30 days of start of the contract.
- (g) The successful contractor shall keep a daily record of all the part/full occupational qualification learners, trade qualification learners, work integrated learners, candidates on site and their daily activities and shall be made available to the employer's representative on request.
- (h) The successful contractor shall submit to the employer's representative the reports on the progress and status of the part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates with the monthly invoice for the payment certificate.
- (i) The successful contractor shall have health and safety inductions for all part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates
- (j) The successful contractor shall conduct entry and exit medical tests of all part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates.
- (k) The successful contractor shall provide personal protective equipment (PPE) to all part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates at the start of their employment on site.
- (l) Based on the agreed skills methods the contractor may employ part/full Occupational Qualification Learners and /or Trade Qualification Learners and/or Work Integrated Learners and/or Candidates directly or through a Skills Development Agency (SDA), training provider or skills development facilitator (Form A1 - List of cidb accredited SDAs). The contractor shall ensure that no more than one Method shall be applied to any individual concurrently in the calculation of the CSDG for the contract.

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

The National Youth Service Training and Development Programme is N/A 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 N/A 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 N/A 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

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

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

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

Precedence

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

Hand excavateable material

Hand excavateable material is:

a) granular materials:

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

b) cohesive materials:

- i) whose consistency when profiled may in terms of table 2 be classified as very soft, soft, firm, stiff and stiff / very stiff; or

ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

Note

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

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

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

Trench excavation

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

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

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

a) to ninety percent (90%) Mod AASHTO;

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

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

Excavation



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

Clearing and grubbing

Grass and bushes shall be cleared by hand.

Shaping

All shaping shall be undertaken by hand.

Loading

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

Haul

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

Offloading

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

Spreading

All material shall be spread by hand.

Compaction

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

Grassing

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

Stone pitching and rubble concrete masonry

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

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

Grout shall be mixed and placed by hand.

Manufactured Elements

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

C3.8 Submission of Accrual Reports

The Contractor shall submit accrual reports to the client representative at the end of March and September each year for the duration of the Service Contract period from the date of appointment up to and including project closeout. This is to ensure that PMTE complies with the accounting framework GRAP, which requires that PMTE disclose all its accruals as at the end of each reporting date.

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

The contractors shall be responsible for record keeping, documenting and submission of monthly local material utilization report with supporting documentation to the Employer's representative within 7 working days of the beginning of the successive month, in terms of DTI&C designated industry/sector/sub-sector schedule as per the PA36 and Annexures C attached to the tender



document. The final percentage achievement to be reconciled upon completion of the project and form part of the final account.

Failure by the contractors to achieve the specified percentage of local content per designated industry/sector/sub-sector as listed will result in a thirty percent thirty percent (30%) penalty of the value not achieved, excluding VAT, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control. Allowance must be made for submitting monthly reports illustrating the value of local material utilisation report.

PW 1544



DEPARTMENT OF PUBLIC WORKS

HIV/AIDS

SPECIFICATION

OCTOBER 2004

SECTION

HIV/AIDS SPECIFICATION

HIV/AIDS REQUIREMENTS

1 SCOPE

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

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

2 DEFINITIONS AND ABBREVIATIONS

2.1 Definitions

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

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

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

2.2 Abbreviations

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

3 BASIC METHOD REQUIREMENT

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

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

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

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

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

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

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

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

4 HIV/ AIDS AWARENESS EDUCATION AND TRAINING

4.1 Workshops

The Contractor shall ensure that all Workers attend the workshops.

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

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

4.2 Recommended practice

4.2.1 Workshop Schedule

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

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

4.2.2 Service Providers

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

4.2.3 HIV/AIDS Specific Learning Outcomes and Assessment Criteria

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

4.2.3.1 UNIT 1: The nature of HIV/AIDS

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

Assessment Criteria:

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

4.2.3.2 UNIT 2: Transmission of the HI virus

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

Assessment Criteria:

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

4.2.3.3 UNIT 3: HIV/AIDS preventative measures

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

Assessment Criteria:

1. Report on how to minimise the risk of HIV/AIDS infection;
2. Report on precautions that can be taken to prevent HIV/AIDS infection;
3. Explain or demonstrate how to use a male and female condom;
4. List the factors that could jeopardize the safety of condoms provided against HIV/AIDS Transmission.

4.2.3.4 UNIT 4: Voluntary HIV/AIDS counselling and testing

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

Assessment Criteria:

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

4.2.3.5 UNIT 5: Living with HIV/AIDS

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

Assessment Criteria:

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

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

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

Assessment Criteria:

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

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

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

Assessment Criteria:

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

4.3 Displaying of plastic laminated posters and distribution of information booklets

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

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

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

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

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

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

5 PROVIDING WORKERS WITH ACCESS TO CONDOMS

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

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

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

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

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

7 APPOINTMENT OF AN HIV/AIDS AWARENESS CHAMPION

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

7.2 The Awareness Champion shall be responsible for:

7.2.1 Liaising with the Service Provider on organising awareness workshops;

7.2.2 Filling condom dispensers and monitoring condom distribution;

7.2.3 Handing out information booklets;

7.2.4 Placing and maintaining posters.

8 MONITORING

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

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

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

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

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

SCHEDULE A

HIV/AIDS PROGRAMME: SITE CHECKLIST

When did construction commence: _____

Name of Departmental Project Manager: **PHUMLA NTEO**

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

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

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

Representative/Agent

Date

Contractor

Date

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

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

Deviations from HIV/AIDS awareness programme plan:

Corrective actions:

Representative/Agent

Departmental Project Manager

Date

Date

SCHEDULE B

HIV/AIDS AWARENESS PROGRAMME: SERVICE PROVIDER REPORT

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

Number of workshops conducted in reporting period: _____

Number of scheduled workshops according to approved workshop plan: _____

Deviations from workshop plan:

State reasons for deviating from workshop plan:

Corrective actions:

Service Provider

Date

Date

HIV/AIDS AWARENESS PROGRAMME : WORKSHOP CONTENT ADDRESSED

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

SCHEDULE C

CONTRACTOR HIV/AIDS PROGRAMME REPORT

Project name: _____

Project Location: _____

Contract value of project: R_____

Department of Public Works Project Manager: _____

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

AWARENESS MATERIAL

Describe location of posters displayed during the programme: PHUMLA NTEO

Comments on posters: _____

Indicate total number of booklets distributed: _____

Comments on booklets: _____

CONDOMS

Indicate total number of male condoms distributed: _____

Indicate total number of female condoms distributed: _____

Describe where male condom dispenser was placed: _____

Describe where female condom dispenser was placed: _____

HIV/AIDS WORKSHOPS

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

Indicate the duration of workshops: _____

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

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

Comments on HIV/AIDS workshops on site: _____

GENERAL

Briefly describe programme activities and satisfaction with outcome: _____

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

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

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

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

Excessive weight loss
 Reactive TB
 Hair loss
 Severe tiredness

Coughing or chest pain
 Pain when swallowing
 Persistent fever
 Diarrhoea

Vomiting
 Meningitis
 Memory loss
 Pneumonia

Number of HIV/AIDS-related deaths: _____

Contractor

Date

Departmental Project Manager

Date



public works

Department:
Public Works
REPUBLIC OF SOUTH AFRICA

OCCUPATIONAL HEALTH AND SAFETY

IN

**CONSTRUCTION PROJECTS, REPAIRS,
RENOVATIONS & MAINTENANCE**

MANAGED BY

**THE DEPARTMENT OF
PUBLIC WORKS**

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1. PREAMBLE

In terms of Construction Regulation 4(1)(a) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and 5(1) construction regulation of 2014, the Department of Public Works, as the Client and/or its Agent on its behalf, shall be responsible to prepare Health & Safety Specifications for any intended construction project and provide any Principal Contractor who is making a bid or appointed to perform construction work for the Client and/or its Agent on its behalf with the same.

The Client's further duties are as described in The Act and the Regulations made thereunder. The Principal Contractor shall be responsible for the Health & Safety Policy for the site in terms of Section 7 of the Act and in line with Construction Regulation 5 as well as the Health and Safety Plan for the project.

This 'Health and Safety Specifications' document is governed by the "Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), hereinafter referred to as 'The Act'. Notwithstanding this, cognizance should be taken of the fact that no single Act or its set of Regulations can be read in isolation. Furthermore, although the definition of Health and Safety Specifications stipulates 'a documented specification of all health and safety requirements pertaining to associated works on a construction site, so as to ensure the health and safety of persons', it is required that the entire scope of the Labour legislation, including the Basic Conditions of Employment Act be considered as part of the legal compliance system. With reference to this specification document this requirement is limited to all health, safety and environmental issues pertaining to the site of the project as referred to here-in. Despite the foregoing it is reiterated that environmental management shall receive due attention.

Due to the wide scope and definition of construction work, every construction activity and site will be different, and circumstances and conditions may change even on a daily basis. Therefore, due caution is to be taken by the Principal Contractor when drafting the Health and Safety Plan based on these Health and Safety Specifications. Prior to drafting the Health and Safety Plan, and in consideration of the information contained here-in, the contractor shall set up a Risk Assessment Program to identify and determine the scope

and details of any risk associated with any hazard at the construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard. *This Risk Assessment and the steps identified will be the basis or point of departure for the Health and Safety Plan.* The Health and Safety Plan shall include documented 'Methods of Statement' (see definitions under Construction Regulations) detailing the key activities to be performed in order to reduce as far as practicable, the hazards identified in the Risk Assessment.

The Department of Public Works is tasked to provide accommodation and operational facilities to a very large proportion of the approximate 35 National Departments responsible for the governance of the Department of Public Works. A very large number of State employees and public users of the facilities and the services provided there-in directly interacts with the facilities provided by the well-being, health and safety of a great number of people. This Department thus has directly or indirectly, an impact on the Republic of South Africa as well as the National Parliament.

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

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

2. SCOPE OF HEALTH AND SAFETY SPECIFICATION DOCUMENT

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

3. PURPOSE

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

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

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

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

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

4. DEFINITIONS - The most important definitions in the Act and Regulations pertaining to this specification document are hereby extracted.

“Purpose of the Act” – To provide for the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; the protection of persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work; to establish an advisory council for occupational health and safety; and to provide for matters connected therewith.

“Health & Safety Specification” – means a document that includes information required under the construction regulation and obtained from the clients & designers during the early planning & design stage for a specific project on a specific site for use by the contractors when preparing their tenders or bids to clients.

“Health & Safety Plan” – means a document which is site specific and includes all identified hazards, safe work procedures to mitigate, reduce & control the hazards identified in a project.;

“Agent” – means any person who acts as a representative for a client;

“Client” – means any person for whom construction work is performed;

“ Construction Health & Safety Agent (SACPCMP)” – The person or entity appointed by the client through the Agent and who has a full authority and obligation to act on the clients behalf in terms of the construction regulations;

“Construction Work” is defined as any work in connection with –

- (a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
- (b) the installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling;
- (c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
- (d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;

“Contractor” – means an employer, as defined in Section 1 of the Act, who performs construction work and includes Principal Contractors;

“Contract Amount” Financial value of the contract at the time of the award of the contract, exclusive of all allowance and any value added tax or sales tax which the law requires the employer to pay to the contractor.

“Practical Completion Certificates” A certificates issued in terms of a contract by the employer, signifying that the whole of the construction works have reached a state of readiness for occupation or use for the purposes intended, although some minor work may be outstanding.

“Accident” – means unplanned occurrence that happens due to the unsafe condition and may cause injury to a person, damage to the property, material, plant, equipment and the environment;

“Hazard” – means anything including work activities and practices with the potential to cause harm;

“Risk” – means the likelihood that harm will occur and the subsequent consequences.

“Risk assessment” – means a process to determine any risk associated with any hazard at a construction site in order to identify the steps needed to be taken to mitigate, reduce or control such hazards.

Health and Safety File” – means a file, or other record in permanent form, containing the information required a contemplated in the regulations;

5. OCCUPATIONAL HEALTH & SAFETY MANAGEMENT

5.1 Structure and Organization of OH&S Responsibilities

5.1.1. *Overall Supervision and Responsibility for OH&S*

- a) The Client and/or its Agent on its behalf to ensure that the Principal Contractor, appointed in terms of Construction Regulation 4(1)(c), implements and maintains the agreed and approved H&S Plan. Failure on the part of the Client or Agent to comply with this requirement will not relieve the Principal Contractor from any one or more of his/her duties under the Act and Regulations.
- b) The Chief Executive Officer of the Principal Contractor in terms of Section 16 (1) of the Act to ensure that the Employer (as defined in the Act) complies with the Act. The pro forma Legal Compliance Audit may be used for this purpose by the Principal Contractor or his/her appointed contractor.
- c) All OH&S Act (85 /1993), Section 16 (2) appointee/s as detailed in his/her/their respective appointment forms to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made

available to the principal Contractor to become part of site records (Health & Safety File).

- d) The Construction Supervisor and Assistant Construction Supervisor/s appointed in terms of Construction Regulation 6 to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal Contractor to become part of site records (Health & Safety File).
- e) All Health and Safety Representatives (SHE-Reps) shall act and report as per Section 18 of the Act.

5.12 Required appointments as per the Construction Regulations:-

Item	Regulation	Appointment	Responsible Person
1.	3.	Application Construction work permit	Client
2.	5(1)(k)	Principal contractor for each phase or project	Client
3.	5(6)	Construction Health & Safety Agent	Client
4.	7.(1)(c)	Contractor	Principal Contractor
5.	7(3)	Contractor	Contractor
6.	8(1)	Construction manager	Contractor
7.	8(2)	Assistance Construction manager	Contractor
8.	6(1)	Construction supervisor	Contractor
9.	6(2)	Construction supervisor sub-ordinates	Contractor
10.	8(5)	Construction Safety Officer	Contractor
11.	8(8)	Responsible employee	
12.	9(1)	Person to carry out risk assessment	Contractor
13.	10(1)	Fall protection planner	Contractor
14.	12(1)	Temporal work designer	
15.	12(2)	Supervisor of temporal work operation	
16.	13(1)	Excavation supervisor	Contractor
17.	13(2)(k)	Competent person in the use of explosive for excavations	Contractor
18.	14(11)	Explosives expert	Contractor
19.	14(1)	Supervisor demolition work	Contractor
20.	14(2)	Scaffold supervisor	Contractor
21.	16(1)	Suspended platform supervisor	Contractor
22.	18(1)a	Rope access	Contractor
23.	19(8)(a)	Material hoist inspector	Contractor
24.	20(1)	Bulk mixing plant supervisor	Contractor
25.	21(2)	Explosive actuated fastening device inspector	Contractor
26.	21(2)(g)	Explosive actuated fastening device cartridge, nails and studs: issuer & collector	Contractor
27.	23 (1)	Operator : construction vehicle and mobile plant	Contractor
28.	28 (a)	Stacking and storage supervisor	Contractor
29.	29 (h)	Fire equipment inspector	Contractor

5.2 *Communication, Participation & Consultation*

- 5.2.1 Occupational Health & Safety matters/issues shall be communicated between the Employer, the Principal Contractor, the other Contractors, the Designer and other concerned parties shall be through the H&S Committee or other means determined by the client.
- 5.2.2 In addition to the above, communication may be directly to the Client or his appointed Agent, verbally or in writing, as and when the need arises.
- 5.2.3 Consultation with the workforce on OH&S matters will be through their Supervisors and H&S Representatives ('SHE – Reps')
- 5.2.4 The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g. design changes agreed with the Client and/or its Agent on its behalf and the Designer, instructions by the Client and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/situations etc.

6. INTERPRETATION

- a) The Occupational Health and Safety Act and all its Regulations, with the exception of the Construction Regulations, distinguish between the roles, responsibilities and functions of employers and employees respectively. It views consultants and contractors as employees of the "owner" of a construction or operational project, the "owner" being regarded as the employer.
- b) (The position taken by the Construction Regulations is that the "owner", in terms of its instructions, operates (has to operate) in the role of client as per relevant definition. The contractors working for the "client" are seen to be in two categories, i.e. the Principal Contractor and Contractors.

- c) The Principal Contractor has to take full responsibility for the health and safety on the site of the relevant project / contract. This includes monitoring health and safety conditions and overseeing administrative measures required by the Construction Regulations from all contractors on the project site.

7. RESPONSIBILITIES

7.1 Client

- a) The Client or his appointed Agent on his behalf will appoint each Principal Contractor for this project or phase/section of the project in writing for assuming the role of Principal Contractor as intended by the Construction Regulations.
- b) The Client or his appointed Agent on his behalf shall discuss and negotiate with the Principal Contractor the contents of the health and safety plan of the both Principal Contractor and Contractor for approval.
- c) The Client or his appointed Agent on his behalf will take reasonable steps to ensure that the health and safety plan of both the Principal Contractor and Contractor is implemented and maintained. The steps taken will include periodic audits at intervals of at least once every month.
- d) The Client or his appointed Agent on his behalf, will prevent the Principal Contractor and/or the Contractor from commencing or continuing with construction work should the Principal Contractor and/or the Contractor at any stage in the execution of the works be found to:
- have failed to have complied with any of the administrative measures required by the Construction Regulations in preparation for the construction project or any physical preparations necessary in terms of the Act;
 - have failed to implement or maintain their health and safety plan;
 - have executed construction work which is not in accordance with their health and safety plan; or

- act in any way which may pose a threat to the health and safety of any person(s) present on the site of the works or in its vicinity, irrespective of him/them being employed or legitimately on the site of the works or in its vicinity.

7.2 Principal Contractor

- a) The Principal Contractor shall accept the appointment under the terms and Conditions of Contract. The Principal Contractor shall sign and agree to those terms and conditions and shall, before commencing work, notify the Department of Labour of the intended construction. Annexure 2 of this construction regulation contains a "Notification of Construction Work" form. The Principal Contractor shall submit the notification in writing prior to commencement of work and inform the Client or his Agent accordingly.
- b) The Principal Contractor shall ensure that he is fully conversant with the requirements of this Specification and all relevant health and safety legislation.
- c) The Principal Contractor will in no manner or means be absolved from the responsibility to comply with all applicable sections of the Act, the Construction Regulations or any Regulations proclaimed under the Act or which may perceivable be applicable to this contract.
- d) The Principal Contractor shall provide and demonstrate to the Client a suitable and sufficiently documented health and safety plan based on this Specification, the Act and the Construction Regulations, which shall be applied from the date of commencement of and for the duration of execution of the works. This plan shall, as appendices, include the health and safety plans of all Sub-contractors for which he has to take responsibility in terms of this contract.
- e) The Principal Contractor shall provide proof of his registration and good standing with the Compensation Fund or with a licensed compensation insurer prior to commencement with the works.
- f) The Potential Principal Contractor shall, in submitting his tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety

requirements, the Act and Construction Regulations. (Note: This shall have to be contained in the conditions of tender upon which a tenderer's offer is based.)

- g) The Principal Contractor shall consistently demonstrate his competence and the adequacy of his resources to perform the duties imposed on the Principal Contractor in terms of this Specification, the Act and the Construction Regulations.
- h) The Principal Contractor shall ensure that a copy of his health and safety plan is available on site and is presented upon request to the Client, an Inspector, Employee or Sub-contractor.
- i) The Principal Contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of this Specification, the Act and the Construction Regulations, is opened and kept on site and made available to the Client or Inspector upon request. Upon completion of the works, the Principal Contractor shall hand over a consolidated health and safety file to the Client.
- j) The Principal Contractor shall, throughout execution of the contract, ensure that all conditions imposed on his Sub-contractors in terms of the Act and the Construction Regulations are complied with as if they were the Principal Contractor.
- k) The Principal Contractor shall from time to time evaluate the relevance of the Health and Safety Plan and revise the same as required, following which revised plan shall be submitted to the Client and/or his/her Agent for approval.

7.3 Contractor

The contractor must demonstrate to the Principal Contractor that he has the Necessary competencies and resources to perform the construction work safely.

7.4 Responsibilities of Construction Health & Safety Agent (SACPCMP)

The construction Health & Safety Agent act as a link between the client, Principal Contractor and the project team members with respect to health & Safety, They are Required to ensure that the client carry out its H&S responsibilities in terms of Legislation as well as to co-ordinate and ensure good H&S practices are maintained Throughout the duration of the project. In many cases this role starts from project Initiation to project close-out.

- a) **H&S competence:** In the event that the client is unable to satisfy the requirements of the Construction Regulations for whatever reasons, the construction H&S agent may be appointed to perform these functions on behalf of the client. Given the need to appoint a registered construction H&S agent that is competent and adequately resourced with respect to H&S matters.
- b) **H&S goals:** It is important that the construction H&S agents demonstrate clearly to clients how they are going to contribute to the achievement of any client H&S goals and objectives. They should also set their own H&S goals.
- c) **H&S responsibilities:** Prior to accepting the H&S agent appointment from clients, H&S agents need to ensure that they brief clients fully on the client's particular responsibilities in terms of the OH&SA of 1993 and Construction Regulations as amended from time to time. In the absence of acceptance by clients of these responsibilities, H&S agents will not be able to adequately meet their own H&S responsibilities and duties.
- d) **H&S information:** H&S agents must provide the designer or design team with all H&S information to enable them to conduct a design HIRA to identify the significant hazards that need to be included in the H&S specification. This information may be gathered from multiple sources such as, for example, discussion with the client, previous historical use of the site or facility, previous surveys and investigations and past H&S files.

8. SCOPE OF WORK

These specifications are applicable to the specific scope of work pertaining to the above-mentioned project as detailed in the tender documents, this amongst all includes for example:

- a) Construction, erecting, alteration, renovations, refurbishment, repairs, demolishing or dismantling of building and structures.
 - Site clearance
 - Site hoarding, demarcation and demolition works
 - excavations, filling, compaction, evening surface
 - Piling (by drilling, excavating,)
 - Temporal works

- b) Construction, erecting, alteration, renovations, refurbishment, repairs, demolishing or dismantling of any bridge, dam, canal, road, railway, runaway, sewer, or water reticulation system or any civil engineering structure or type of work

- c) Construction of a new two storied Administration building.
 - Preparation of site by leveling, compaction etc.
 - Excavations for parking areas/services

9. PREPARING A HEALTH & SAFETY PLAN

- (a) The level of detail required for a H&S plan will depend on how complex the workplace is (in particular, the number of contractors at the workplace at any one time) and the risks involved in the work. The plan must be easily accessible in a construction site and it must be clearly understood by management, supervisors & workers on construction site.

- (b) The plan must be implemented, maintained and kept up to date during the construction of the project.

- (c) The principal contractor should prepare a H&S plan that includes
 - project information;
 - client requirements for H&S management on the project;
 - Environmental restrictions and existing on-site risks arrangements, imposed

by others or developed by the principal contractor, to control significant site H&S risks; H&S file & project H&S review.

(d) The H&S plan should include the following information:

- details of the client, that is the person commissioning the construction work, for example their name, representative and contact details; details of the principal contractor;
- details of the construction project, for example address of the workplace, anticipated start and end date and a brief description of the type of construction work that the H&S plan will cover;
- details on how subcontractors will be managed and monitored, including how the principal contractor intends to implement and ensure compliance with the H&S plan such as checking on the performance of subcontractors and how non-compliance will be handled; and
- details on how the risks associated with falls, falling objects, moving plant, electrical work and all high risk construction work that will take place on a construction project will be managed.

(e) The H&S plan should also include information on:

- the provision and maintenance of a hazardous chemicals register, safety data sheets and hazardous chemicals storage;
- the safe use and storage of plant;
- the development of a construction project traffic management plan;
- obtaining and providing essential services information – electrical, gas, telecom, water and similar services;
- workplace security and public safety; and
- ensuring workers have appropriate licences and training to undertake the construction work.

(f) The H&S plan must contain:

- a general description of the type of work activities involved in the project and not just a description of the facility to be constructed;
- the project program or schedule details, including start and finish dates, showing principal activities;
- details of client, design team, principal contractor, subcontractors, and major suppliers; and
- extent and location of relevant existing records, surveys, site investigation and geotechnical reports, 'as-built' plans, H&S files.

10. HEALTH AND SAFETY FILE

- a) The H&S file is a document prepared by the principal contractor containing important project H&S information for use by the owner of the completed structure after construction has been completed.
- b) The principal contractor is responsible for producing an H&S file. It contains important project H&S information for use by the owner of the completed structure after construction has been completed. It is essential that the process of compiling the file commences as early as possible to ensure sufficient time to gather the required information.
- c) The Principal Contractor must, in terms of Construction Regulation 7(7), keep a Health & Safety File on site at all times that must include all documentation required in terms of the Act and Regulations and must also include a list of all Contractors on site that are accountable to the Principal Contractor and the agreements between the parties and details of work being done. A more detailed list of documents and other legal requirements that must be kept in the Health & Safety File.
- d) The contractor must ensure that the client's format and layout of the H&S file is adhered to. The contractor must identify the responsible person that will prepare the H&S file and who will be responsible for the drafting of as-built drawings. The contractor must establish procedures:
- e) The Health and Safety File will remain the property of the Client and/or its Agent on its behalf throughout the period of the project and shall be consolidated and handed over to the Client and/or its Agent on its behalf at the time of completion of the project.

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

The Principal Contractor is required to maintain an acceptable disabling incident frequency rate (DIFR) and report on this to the Client and/or its Agent on its behalf on a monthly basis.

11.1 IDENTIFICATION OF HAZARDS AND DEVELOPMENT OF RISK ASSESSMENTS, STANDARD WORKING PROCEDURES (SWP) AND METHOD STATEMENTS

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

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

11.1.1 Monthly Audit by Client and/or its Agent.

The Client and/or its Agent on its behalf will be conducting Periodic Audits at times agreed with the Principal Contractor Audit to comply with Construction Regulation 4(1)(d) to ensure that the principal Contractor has implemented, is adhering to and is maintaining the agreed and approved OH&S Plan.

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

11.1.2 Health & Safety incident/accident reporting & investigations

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

least 14 days either to work or continue with the activity for which he/she was usually employed

OR where:

- i. a major incident occurred
 - ii. the health or safety of any person was endangered
 - iii. where a dangerous substance was spilled
 - iv. the uncontrolled release of any substance under pressure took place
 - v. machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
 - vi. Machinery ran out of control, to the Provincial Director of the Department of Labour within seven days and at the same time to the Client and/or its Agent on its behalf.
- b) The Principal Contractor is required to provide the Client and/or its Agent on its behalf with copies of all statutory reports required in terms of the Act and the Regulations.
- c) The Principal Contractor is required to provide the Client and/or its Agent on its behalf with a monthly "SHE Risk Management Report".
- d) The Principal Contractor is required to provide a.s.a.p. the Client and/or its Agent on its behalf with copies of all internal and external accident/incident investigation reports.
- The Principal Contractor is responsible to oversee the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to receive first aid or be referred for medical treatment by a doctor, hospital or clinic. (General Administrative Regulation 9)
- (e) The results of the investigation to be entered into the Accident/Incident Register listed above. (General Administrative Regulation 9)

- (f) The Principal Contractor is responsible for the investigation of all non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar incidents in future.
- (g) The Principal Contractor is responsible for the investigation of all accidents relating to the construction site and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.
- (h) Notwithstanding the requirements of Section 24 of the Act, ALL incidents shall be investigated and reported on in writing, irrespective of whether such incident gave rise to injury or damage.
- Determine the underlying H&S deficiencies and other contributory factors
 - Identification of corrective/preventative actions and continual improvement
 - Communicating the outcome/results and documenting the events of the investigation.
- (i) **Reporting Of Near-Misses**
- Department of Public Works views the reporting of near misses as a critical component in creating a positive health and safety awareness culture on site.
 - Department of Public Works retains the right to enforce the reporting of near misses within 24 hours of occurrence.

12. Review

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

The Principal Contractor must provide the Client and/or its Agent on its behalf, other Contractors and all other concerned parties with copies of any changes, alterations or amendments as contemplated in the above paragraph.

12.1 Site Rules and other Restrictions

a) *Site OH&S Rules*

The Principal Contractor must develop a set of site-specific OH&S rules that will be applied to regulate the Health and Safety Plan and associated aspects of the construction. When required for a site by law, visitors and non-employees upon entering the site shall be issued with the proper Personal Protective Equipment (PPE) as and when necessary.

b) *Security Arrangements*

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

If not already tasked to the H&S Officer appointed in terms of Construction Regulation, the Principal Contractor must appoint a competent person who must develop contingency plans for any emergency that may arise on site as indicated by the risk assessments.

12.1.1 Appointment of Health & Safety Representatives

a) *H&S Representatives('SHE – Reps')*

Where the Principal Contractor employs more than 20 persons (including the employees of other Contractors (sub-contractors) he has to appoint one H&S Representatives for every 50 employees or part thereof. (Section 17 of the Act and General Administrative Regulation 6. & 7.)

H&S Representatives must be appointed in writing and the designation shall be in accordance with the Collective Agreement as concluded between the parties as is required in terms of General Administration Regulation 6.

12.1.2 Duties and Functions of the H&S Representatives

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

12.1.3 Establishment of H&S Committee(s)

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

12.1.4 Training & Awareness

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

a) *Training & Induction*

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

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

All employees of the Principal and other Contractors must be in possession of proof of General Induction training

b) *Site Specific Induction Training*

All employees of the Principal and other Contractors must be in possession of Site Specific Occupational Health and Safety Induction or other qualifying training.

c) *Other Training*

All operators, drivers and users of construction vehicles, mobile plant and other equipment must be in possession of valid proof of training.

13. PROJECT/SITE SPECIFIC REQUIREMENTS

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

- a) Clearing & grubbing the area/site
- b) Site establishment
- c) Dealing with existing structures
- d) Location of existing services
- e) Boundary & Access control/Public liability exposures
- f) Protection against heat exhaustion, dehydration, wet & cold conditions
- g) Dealing with HIV & aids other related diseases
- h) Use of portable electrical & explosive tools
- i) Any Excavation work
- j) Any welding work
- k) Loading & offloading of trucks
- l) Driving & operations of Construction vehicles & mobile plant
- m) Temporal works and
- n) Construction work as defined in the construction regulation 2014

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

Administrative & Legal Requirements

OHS Act Section/ Regulation	Subject	Requirements
Construction. Regulation	Notice of carrying out Construction work	<ul style="list-style-type: none"> • Department of Labour notified • Copy of Notice available on Site
General Admin. Regulation 4	Copy of OH&S Act (Act 85 of 1993)	<ul style="list-style-type: none"> • Updated copy of Act & Regulations on site. • Readily available for perusal by employees.
COID Act Section 80	Registration with Compensation Insurer.	<ul style="list-style-type: none"> • Written proof of registration/Letter of good standing available on Site
Construction. Regulation 4 & 5(1)	H&S Specification & Programme	<ul style="list-style-type: none"> • H&S Spec received from Client and/or its Agent on its behalf • OH&S programme developed & Updated regularly
Section 8(2)(d) Construction. Regulation 7	Hazard Identification & Risk Assessment	<ul style="list-style-type: none"> • Hazard Identification carried out/Recorded • Risk Assessment and – Plan drawn up/Updated • RA Plan available on Site • Employees/Sub-Contractors informed/trained
Section 16(2)	Assigned duties (Managers)	<ul style="list-style-type: none"> • Responsibility of complying with the OH&S Act assigned to other person/s by CEO.
Construction. Regulation 6(1)	Designation of Person Responsible on Site	<ul style="list-style-type: none"> • Competent person appointed in writing as • Construction Supervisor with job description
Construction. Regulation 6(2)	Designation of Assistant for above	<ul style="list-style-type: none"> • Competent person appointed in writing as • Assistant Construction Supervisor with job description
Section 17 & 18 General Administrative Regulations 6 & 7	Designation of Health & Safety Representatives	<ul style="list-style-type: none"> • More than 20 employees - one H&S Representative, one additional H&S Rep. for each 50 employees or part thereof. • Designation in writing, period and area of responsibility specified in terms of GAR 6 & 7 • Meaningful H&S Rep. reports. • Reports actioned by Management.

Section 19 & 20 General Administrative Regulations 5	Health & Safety Committee/s	<ul style="list-style-type: none"> • H&S Committee/s established. • All H&S Reps shall be members of H&S Committees • Additional members are appointed in writing. • Meetings held monthly, Minutes kept. • Actioned by Management.
Section 37(1) & (2)	Agreement with Mandatories/ (Sub-)Contractors	<ul style="list-style-type: none"> • Written agreement with (Sub-)Contractors • List of SubContractors displayed. • Proof of Registration with Compensation Insurer/Letter of Good Standing • Construction Supervisor designated • Written arrangements re. • H&S Reps & H&S Committee • Written arrangements re. First Aid
Section 24 & General Admin. Regulation 8 COID Act Sect.38, 39 & 41	Reporting of Incidents (Dept. of Labour)	<ul style="list-style-type: none"> • Incident Reporting Procedure displayed. • All Incidents in terms of Sect. 24 reported to the Provincial Director, Department of Labour, within 3 days. (Annexure 1)(WCL 1 or 2) and to the Client and/or its Agent on its behalf • Cases of Occupational Disease Reported • Copies of Reports available on Site • Record of First Aid injuries kept
General Admin. Regulation 9	Investigation and Recording of Incidents	<ul style="list-style-type: none"> • All injuries which resulted in the person receiving medical treatment other than first aid, recorded and investigated by investigator designated in writing. • Copies of Reports (Annexure 1) available on Site • Tabled at H&S Committee meeting • Action taken by Site Management.
Construction. Regulation 8	Fall Prevention & Protection	<ul style="list-style-type: none"> • Competent person appointed to draw up the Fall Protection Plan • Proof of appointees competence available on Site • Risk Assessment carried out for work at heights • Fall Protection Plan drawn up/updated • Available on Site
Construction. Regulation Driven Machinery Regulations 18 & 19	Cranes & Lifting Machines Equipment	<ul style="list-style-type: none"> • Competent person appointed in writing to inspect Cranes, Lifting Machines & Equipment • Written Proof of Competence of above appointee available on Site. • Cranes & Lifting tackle identified/numbered

		<ul style="list-style-type: none"> • Register kept for Lifting Tackle • Log Book kept for each individual Crane • Inspection: - All cranes - daily by operator <ul style="list-style-type: none"> - Tower Crane/s - after erection/6monthly - Other cranes - annually by comp. person • - Lifting tackle(slings/ropes/chain slings etc.) - daily or before every new application
General Safety Regulation 8(1)(a)	Designation of Stacking & Storage Supervisor.	<ul style="list-style-type: none"> • Competent Person/s with specific knowledge and experience designated to supervise all Stacking & Storage • Written Proof of Competence of above appointee available on Site
Construction, Regulation Environmental Regulation 9	Designation of a Person to Co-ordinate Emergency Planning And Fire Protection	<ul style="list-style-type: none"> • Person/s with specific knowledge and experience designated to co-ordinate emergency contingency planning and execution and fire prevention measures • Emergency Evacuation Plan developed: • Drilled/Practiced • Plan & Records of Drills/Practices available on Site • Fire Risk Assessment carried out • All Fire Extinguishing Equipment identified and on register. • Inspected weekly. Inspection Register kept • Serviced annually
General Safety Regulation 3	First Aid	<ul style="list-style-type: none"> • Every workplace provided with sufficient number of First Aid boxes. (Required where 5 persons or more are employed) • First Aid freely available • Equipment as per the list in the OH&S Act. • One qualified First Aider appointed for every 50 employees. (Required where more than 10 persons are employed) • List of First Aid Officials and Certificates • Name of person/s in charge of First Aid box/es displayed. • Location of First Aid box/es clearly indicated. • Signs instructing employees to report all • Injuries/illness including first aid injuries
General Safety Regulation 2	Personal Safety Equipment (PSE)	<ul style="list-style-type: none"> • PSE Risk Assessment carried out • Items of PSE prescribed/use enforced

		<ul style="list-style-type: none"> Records of Issue kept Undertaking by Employee to use/wear PSE PSE remain property of Employer, not to be removed from premises GSR 2(4)
General Safety Regulation 9	Inspection & Use of Welding/Flame Cutting Equipment	<ul style="list-style-type: none"> Competent Person/s with specific knowledge and experience designated to Inspect Electric Arc, Gas Welding and Flame Cutting Equipment Written Proof of Competence of above appointee available on Site All new vessels checked for leaks, leaking vessels NOT taken into stock but returned to supplier immediately Equipment identified/numbered and entered into a register Equipment inspected weekly. Inspection Register kept Separate, purpose made storage available for full and empty vessels
General Safety Regulation 13A	Inspection of Ladders	<ul style="list-style-type: none"> Competent person appointed in writing to inspect Ladders Ladders inspected at arrival on site and weekly thereafter. Inspections register kept Application of the types of ladders (wooden, aluminium etc.) regulated by training and inspections and noted in register
General Safety regulation 13B	Ramps	<ul style="list-style-type: none"> Competent person appointed in writing to supervise the erection & inspection of Ramps. Inspection register kept. Daily inspected and noted in register

15. THE PRINCIPAL CONTRACTOR'S GENERAL DUTIES

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

16. THE PRINCIPAL CONTRACTOR'S SPECIFIC DUTIES

Rev H&S Spec Guideline Oct 2015

The Principal Contractor's specific duties in terms of these specifications are detailed in the Construction Regulations as published under government notice 07 August 2014, stipulated in Section 7.

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

The following examples of activities are identifiable as hazardous in terms of the Construction Regulations. The contractor shall execute the activities in accordance with the following Construction Regulations and other applicable regulations of the Act:

- Fall protection
- Structures
- Excavation work
- Demolition work
- Scaffolding
- Construction vehicles & mobile plant.
- Water environments
- Housekeeping on construction sites
- Fire precautions on construction sites.

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

18. GENERAL NOTES TO THE PRINCIPAL CONTRACTOR

Legal Framework

Part of legal obligations

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

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

19. HOUSE KEEPING

Good housekeeping will be maintained at all times as per Construction Regulation No. 25. Poor housekeeping contributes to three major problems, namely, costly or

increased accidents, fire or fire hazards and reduction in production. Good housekeeping will enhance production time.

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

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

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

a) Facilities

The site establishment plan shall make provision for:

b) Dining room facilities

The contractor shall make provision for adequate dining room facilities for his employees on site.

c) Change rooms

The contractor shall make provision for adequate change rooms for his employees on site.

d) Ablution facilities

The contractor shall make provision for adequate ablution facilities for his employees on site.

These facilities shall be maintained by the contractor.

e) Smoking Areas

Designated smoking areas shall be established by Department of Public Works.

f) Drinking Water Facilities

The provision of drinking water facilities shall be negotiated between the Contractor and Department of Public Works.

g) Equipment Compliance Certificates

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

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

h) Barricading

All barricading shall be of the rigid type unless the use of non-rigid barricading has been approved in writing by the Department of Public Works Project Manager. The contractors' barricading standard shall be included in the Health and Safety Plan.

Where more than one contractor is working on a site, the fixed barricading shall be clearly marked with the company's name, site contact person as well as the contact number/s.

i) Erection of Structures for Logistic Support

Prior to site establishment Department of Public Works shall approve the contractor's site plan.

Department of Public Works shall approve all structures erected for logistical support by the contractor. These structures include fences, workshops, tool sheds, offices, ablution facilities, etc.

j) Salvage Yard Management

Depending on the site specific arrangements and procedures, Department of Public Works may provide the salvage yard and the resources to manage it.

The salvage yard management shall conform to safety, health and environmental requirements. The contractors are required to move the equipment from the place of work to the salvage yard.

k) Fall Arrest and Prevention Equipment

Approved fall prevention equipment shall be used at heights of less than 2.0 metres. Above heights of 2.0 metres fall prevention equipment shall include fall arrest Equipment. Users of fall arrest equipment shall, amongst other things be trained in what an appropriate load bearing point is for connecting fall prevention equipment. Any deviation from this requirement shall be negotiated and agreed with Department of Public Works in writing.

l) Hazardous Chemical Substances Waste Removal

Department of Public Works shall provide a facility to collect all hazardous chemical waste material.

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

m) Personal Protective Equipment (PPE)

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

20. LOCKOUT SYSTEMS

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

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

21. IMPORTANT LISTS AND RECORDS TO BE KEPT

The following are lists of several records that are to be kept in terms of the Construction Regulations. The lists are:

- i. List of appointments
- ii. List of record keeping responsibilities
- iii. Inspection checklist

a) Contractor Risk Assessment Process

The risk assessment process shall include:

- 1) an evaluation of the method of the work to be conducted
- 2) the method statement on the procedure to be followed in performing the task shall be developed
- 3) the risk assessment will also include activities like:
 - i. Transportation of passengers and goods to and from site
 - ii. Site establishment
 - iii. Physical and mental capabilities of employees
 - iv. Others as may be specified.
- 4) the hazards as listed in the paragraph – Site Specific Health and Safety Hazards

- 5) a review plan for risk assessments shall provide for:
- i. the quarterly review of all applicable risk assessments
 - ii. the review of an assessment if there is reason to believe that the previous assessment is no longer valid, or there has been a change in a process, work methods, equipment or procedures and working conditions
 - iii. Risk assessment/s to be reviewed if the outcome of incident investigations and audits etc. requires such action.

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

b) Risk Profile

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

c) Risk Based Inspection Program

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

IMPORTANT CONTACT DETIALS

(FOR HEALTH & SAFETY ASPECTS ONLY)

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

	SERVICE	NUMBER	CONTACT PERSON
	Hospital		
	Ambulance		
	Water Electricity		
	Police		
	Fire Brigade		
	Engineer		

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

SECTION 37(2) AGREEMENTS
CONCLUDED BETWEEN
DEPARTMENT OF PUBLIC WORKS
(Hereinafter referred to as Department of Public Works)

AND

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

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

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

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

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

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

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

Signed this day of 20 at

..... (Place)

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

behalf of (Supplier/contractor/Agent)

Contractor Responsible Manager (responsible for signing the Department of Public Works' contract on behalf of the contractor)

Witnesses

1.

2.

Signed this day of 20.....

at (Place)

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

Behalf of **Department of Public Works.**

(Contracts and/or Project Manager or Department of Public Works representative)

Witnesses

1.

2.

PROJECT: _____
(full name AND site address of project)
(and full or proper description of project)

WCS NO: _____ (works control system number)

SUPERVISION BY THE DEPARTMENT OF PUBLIC WORKS:

Mr /Ms/Me - **CONSTRUCTION PROJECT MANAGER**
(add full details of the project manager)

.....
.....

Mr /Ms/Me - **CONSTRUCTION MANAGER**
(add full details)

.....
.....

Mr /Ms/Me **AGENT:**
(full particulars of agent)

.....
.....

SUPERVISION BY THE PRINCIPAL CONTRACTOR:

PRINCIPAL CONTRACTOR: (full particulars of principle contractor / contractor)

Mr /Ms/Me - **CONSTRUCTION HEALTH & SAFETY OFFICER**
(add full details and contact of this officer)

.....
.....

Mr /Ms/Me - **CONSTRUCTION HEALTH & SAFETY MANAGER**
(add full details of this officer)

.....
.....

Mr /Ms/Me

.....
.....

- **CONSTRUCTION HEALTH & SAFETY AGENT
(add full details of this officer)**

Mr /Ms/Me

.....
.....

- **CONSTRUCTION MANAGER
(add full details of the head of the project)**

NATIONAL YOUTH SERVICE ADDITIONAL SPECIFICATION

The following Specification is divided into the following compliance categories that must be fulfilled:-

1. EPWP NYS Specification
2. EPWP Reporting requirements
3. DPWP Projects Branding
4. SMME Development Specification
- SL Employment and Training of Youth Participants on the Expanded Public Works Programme (EPWP) Infrastructure Projects: National Youth Service (NYS)

1. **EPWP NYS SPECIFICATION**

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SL 01. SCOPE

This project is part of the Expanded Public Works Programme (EPWP) and aims to train young people and provide them with practical work experience under the National Youth Service (NYS) training. Youth aged between 18 and 35 will be recruited through EPWP processes and be trained in skills relevant to the work that will be done on this project.

The training of the youth employed will have to be conducted by an accredited Training Service Provider contracted by a contractor in conjunction with EPWP processes (where EPWP NYS Coordinator will give guidance). The contracted Training Service Provider will have at all times provide the Contractor with an update on youth training each have received.

The Contractor will be required in both training and on site exposure to employ all of the youth for a minimum period of 9 months. Furthermore the Contractor will be required to avail services of an adequately qualified foreman/ supervisor specifically for EPWP NYS youth Participants to act as their construction mentor for the duration of on site training. The contractor may not be required to employ all youth in the programme at the same time, but may phase the youth throughout the project, as long all youth will receive their minimum duration stated earlier.

This specification contains the standard terms and conditions for Participants employed in elementary occupations and training on a Special Public Works Programme (SPWP) for the National Youth Services Programme. These terms and conditions do NOT apply to person's permanent employed in the supervision and management of a SPWP.

SL 02. TERMINOLOGY AND DEFINITIONS

02.01 TERMINOLOGY

- 02.01.01** "SPWP" – The Code of Good Practice for Special Public Works Programmes, which has been gazetted by the Department of Labour, and which provides for special conditions of employment for these EPWP projects. In terms of the Code of Good Practice, the Participants on these projects are entitled to formal training, which will be provided by an accredited training provider/s appointed (and funded) by the Department of Public Works through contracted Contractor. For projects of up to six months in duration, this training will cover life-skills and information about other education, training and employment opportunities.
- 02.01.02** "EPWP" – Expanded Public Works Programme, a National Programme of South Africa Government, approved by Cabinet.
- 02.01.03** "NYS" – National Youth Service means a structured skills development programme aimed to capacitate youth.

SL 02.02 DEFINITIONS

- 02.02.1** "Employer" – means any Department employing Participants to work in elementary occupations on a SPWP;
- 02.02.2** "Client" – means the Department of Public Works.
- 02.02.3** "Participants" – a recipient/s of National Youth Service programme who benefits through participation in an elementary occupation on a SPWP.
- 02.02.4** "department" – means any department of the State, implementing agent or contractor;
- 02.02.5** "elementary occupation" – means any occupation involving unskilled or semi-skilled work;
- 02.02.6** "management" – means any person employed by a department or implementing agency to administer or execute a SPWP;
- 02.02.7** "task" – means a fixed quantity of work;
- 02.02.8** "task-based work" – means work in which a Participant is paid a fixed rate for performing a task;
- 02.02.9** "task-rated Participant" – means a Participant paid on the basis of the number of tasks completed;
- 02.02.10** "time-rated Participant" – means a Participant paid on the basis of the length of time worked
- 02.02.11** "Service Provider" – means the consultant appointed by Department to coordinate and arrange the employment and training of labour on EPWP infrastructure projects.

SL 03. APPLICABLE LABOUR LAWS

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

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

SL 04. EXTRACTS FROM MINISTERIAL DETERMINATION REGARDING SPWP**SL 04.01 TERMS OF WORK**

04.01.01 Participants on a SPWP are employed on a temporary basis.

04.01.02 A Participant may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.

04.01.03 Employment on a SPWP does not qualify as employment and a Participant so employed does not have to register as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

SL 04.02 NORMAL HOURS OF WORK

04.02.01 An employer may not set tasks or hours of work that require a Participant to work–

- (i) more than forty hours in any week
- (ii) on more than five days in any week; and
- (iii) for more than eight hours on any day.

04.02.02 An employer and a Participant may agree that the Participant will work four days per week. The Participant may then work up to ten hours per day.

04.02.03 A task-rated Participant may not work more than a total of 55 hours in any week to complete the tasks (based on a 40-hour week) allocated to him.

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

SL 04.03 MEAL BREAKS

04.03.01 A Participant may not work for more than five hours without taking a meal break of at least thirty minutes duration.

04.03.02 An employer and Participant may agree on longer meal breaks.

04.03.03 A Participant may not work during a meal break. However, an employer may require a Participant to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another Participant. An employer must take reasonable steps to ensure that a Participant is relieved of his or her duties during the meal break.

04.03.04 A Participant is not entitled to payment for the period of a meal break. However, a Participant who is paid on the basis of time worked must be paid if the Participant is required to work or to be available for work during the meal break.

SL 04.04 DAILY REST PERIOD

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

SL 04.05 WEEKLY REST PERIOD

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

SL 04.06 WORK ON SUNDAYS AND PUBLIC HOLIDAYS

04.06.01 A Participant may only work on a Sunday or public holiday to perform emergency or security work.

04.06.02 Work on Sundays is paid in terms of Basic Conditions of Employment Act rate of pay.

04.06.03 A task-rated Participant who works on a public holiday must be paid –

- (i) the Participants daily task rate, if the Participant works for less than four hours;
- (ii) double the Participants daily task rate, if the Participant works for more than four hours.

04.06.04 A time-rated Participant who works on a public holiday must be paid –

- (i) the Participants daily rate of pay, if the Participant works for less than four hours on the public holiday;
- (ii) double the Participants daily rate of pay, if the Participant works for more than four hours on the public holiday.

SL 04.07 SICK LEAVE

04.07.01 Only Participants who work four or more days per week have the right to claim sick-pay in terms of this clause.

04.07.02 A Participant who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the Participant has worked in terms of a contract.

04.07.03 A Participant may accumulate a maximum of twelve days' sick leave in a year.

04.07.04 Accumulated sick-leave may not be transferred from one contract to another contract.

04.07.05 An employer must pay a task-rated Participant the Participants daily task rate for a day's sick leave.

04.07.06 An employer must pay a time-rated Participant the Participants daily rate of pay for a day's sick leave.

04.07.07 An employer must pay a Participant sick pay on the Participants usual pay day.

04.07.08 Before paying sick-pay, an employer may require a Participant to produce a certificate stating that the Participant was unable to work on account of sickness or injury if the Participant is –

- (i) absent from work for more than two consecutive days; or
- (ii) absent from work on more than two occasions in any eight-week period.

- 04.07.09 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- 04.07.10 A Participant is not entitled to paid sick-leave for a work-related injury or occupational disease for which the Participant can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

SL 04.08 **MATERNITY LEAVE**

- 04.08.01 A Participant may take up to four consecutive months' unpaid maternity leave.
- 04.08.02 A Participant is not entitled to any payment or employment-related benefits during maternity leave.
- 04.08.03 A Participant must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 04.08.04 A Participant is not required to take the full period of maternity leave. However, a Participant may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- (i) A Participant may begin maternity leave:-
1. four weeks before the expected date of birth; or on an earlier date;
 2. if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the Participant or that of her unborn child; or
 3. if agreed to between employer and Participant; or
 4. on a later date, if a medical practitioner, midwife or certified nurse has certified that the Participant is able to continue to work without endangering her health.
- 04.08.05 A Participant who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- 04.08.06 A Participant who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.

04.09 **FAMILY RESPONSIBILITY LEAVE**

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

SL 04.10 **STATEMENT OF CONDITIONS**

- 04.10.01 An employer must give a Participant a statement containing the following details at the start of employment:-
- i. the employer's name and address and the name of the SPWP;
 - ii. the tasks or job that the Participant is to perform;
 - iii. the period for which the Participant is hired or, if this is not certain, the expected duration of the contract;
 - iv. the Participants rate of pay and how this is to be calculated;
 - v. the training that the Participant may be entitled to receive during the SPWP.
- 04.10.02 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- 04.10.03 An employer must supply each Participant with a copy of the relevant conditions of employment contained in this specification.
- 04.10.04 An employer must enter into a formal contract of employment with each employee. A copy of a pro-forma is attached at the end of this specification.

04.11 **KEEPING RECORDS**

- 04.11.01 Every employer must keep a written record of at least the following –
- i. The Participant/s employment contract;
 - ii. Payments (proof of payments) made to each Participant.
 - iii. Certified copy of an Identity Document
 - iv. Signed monthly attendance registers
 - v. in the case of a task-rated Participant, the number of tasks completed by the Participant;
 - vi. in the case of a time-rated Participant, the time worked by the Participant;
- 04.11.02 The employer must keep this record for a period of at least three years after the completion of the SPWP.

SL 04.12 **PAYMENT**

- 04.12.01 The Participants shall be remunerated monthly in terms of the amount agreed upon by Ministerial Determination 4 and paid monthly on the day agreed upon with the contractor.
- 04.12.02 Payment must be made through electronic fund transfer (EFT) into Participant bank account.
- 04.12.03 An employer must give a Participant the following information in writing –
- i. the period for which payment is made;
 - ii. the number of tasks completed or hours worked;
 - iii. the Participants earnings;
 - iv. any money deducted from the payment;
 - v. the actual amount paid to the Participant.
- 04.12.04 After the Participant is paid s/he must acknowledge receipt of payment by signing payment register.
- 04.12.05 If a Participants employment is terminated, the employer must pay all monies owing to that Participant within one month of the termination of employment.

SL 04.13 **DEDUCTIONS**

- 04.13.01 An employer may not deduct money from a Participants payment unless the deduction is required in terms of a law.
- 04.13.02 An employer who deducts money from a Participants pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
- 04.13.03 An employer may not require or allow a Participant to:-
- i. repay any payment except an overpayment previously made by the employer by mistake;
 - ii. state that the Participant received a greater amount of money than the employer actually paid to the Participant;

SL 04.14 **HEALTH AND SAFETY**

- 04.14.01 Employers must take all reasonable steps to ensure that the working environment is healthy and safe and that all legal requirements regarding health and safety are strictly adhered to in accordance to Occupational Safety and Health Act no 85 of 1993
- 04.14.02 A Participant must:
- i. work in a way that does not endanger his/her health and safety or that of any other person;
 - ii. obey any health and safety instruction; in accordance to Occupational Safety and health Act no 85 of 1993
 - iii. use any personal protective equipment or clothing issued by the employer;
 - iv. report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.
- 04.14.03 Employers must conduct occupational medical examinational fitness test.

SL 04.15 **COMPENSATION FOR INJURIES AND DISEASES**

- 04.15.01 It is the responsibility of employers to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- 04.15.02 A Participant must report any work-related injury or occupational disease to their employer or manager.
- 04.15.03 The employer must report the accident or disease to the Compensation of Injuries and Diseases Act Commissioner within 07 days.
- 04.15.04 An employer must pay a Participant who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months.
- 04.15.05 The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

SL 04.16 **TERMINATION**

- 04.16.01 The employer may terminate the employment of a Participant provided he has a valid reason and after following existing termination procedures.
- 04.16.02 A Participant will not receive severance pay on termination.
- 04.16.03 A Participant is not required to give notice to terminate employment. However, a Participant who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
- 04.16.04 A Participant who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the Participant may be re-engaged if a position becomes available for the balance of the 24-month period.
- 04.16.05 A Participant who does not attend required training events, without good reason, will have terminated the contract. However, the Participant may be re-engaged if a position becomes available for the balance of the 24-month period.

SL 04.17 **CERTIFICATE OF SERVICE**

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

SL 05. **EMPLOYER'S RESPONSIBILITIES**

- The employer shall adhere to the conditions of employment as stipulated in the *Code of Good Practice for Employment and Conditions of Work for Special Public Works Programmes*. Over and above the conditions stipulated above, he shall be responsible to:
- 05.01 formulate and design a contract between himself/ herself and each of the recruited youth Participants, ensuring that the contract does not contravene any of the Acts stipulated in South African Law, e.g. Basic Conditions of Employment Act, etc. (A copy of a pro-forma contract is attached at the end of this specification);
- 05.02 screen and select suitable candidates for employment from the priority list of youth Participants provided by the Umsobomvu Youth Fund (UYF);
- 05.03 ensure that the recruited youth Participants are made available to receive basic life skills training which will be conducted and paid for by the Umsobomvu Youth Fund;
- 05.04 ensure that all youth Participants receive instruction on safety on site prior to them commencing with work on site;
- 05.05 ensure that all youth Participants are covered under workmen's compensation for as long as they are contracted to the contractor. Payment to the Compensation Commissioner shall be the responsibility of the contractor;
- 05.06 assist in the identification and assessment of potential youth Participants to undergo advanced technical training in respective trades;
- 05.07 test and implement strict quality control and to ensure that the health and safety regulations are adhered to;
- 05.08 provide all youth Participants with the necessary protective clothing as required by law for the specific trades that they are involved in.
- 05.09 provide overall supervision and day-to-day management of youth Participants and/or sub-contractors; and

05.10 ensure that all youth Participants are paid their wages on time through a pre-agreed payment method as stipulated in the contract with the youth Participant.

SL 06. TRAINING OF YOUTH PARTICIPANTS

SL 06.01 PREAMBLE

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

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

SL 07. BENEFICIARY (YOUTH PARTICIPANTS) SELECTION CRITERIA

The youth Participants of the programmes should preferably be non-working individuals from the most vulnerable sections of disadvantaged communities who do not receive any social security pension income. The local community must, through all structures available, be informed of and consulted about the establishment of any EPWP-NYS.

In order to spread the benefit as broadly as possible in the community, a maximum of one person per household should be employed, taking local circumstances into account.

Skilled artisans from other areas may be employed if they have skills that are required for a project and there are not enough persons in the local communities who have those skills or who could undergo appropriate skills training. However, this should not result in more than 80% of persons working on a programme not being from local communities.

Programmes should set participation targets for employment with respect to youth, single male- and female-headed households, women, people with disabilities, households coping with HIV/AIDS, people who have never worked, and those in long-term unemployment.

- 07.01 The proposed targets as set out in sub clauses should accommodate:-
- (i) 100% youth from 18 to 35 years of age;
 - (ii) 60% women;
 - (iii) 2% disabled.

SL 08. PROVISIONAL RATES OF PAY

The payment conditions is that a proof be provided in the claim processing of the services rendered and of that cost incurred. The cost incurred means and referred to a periodical or once off proof of payment on any direct or indirect procured services in the EPWP-NYS training bill of quantity where their expenses are charged against line item provisional sums. The line items are set to have a mark-up/ profit value as a separate profit and attendance item to accommodate administration cost and transaction cost where necessary including any other cost incurred activities to render the service complete.

It is stipulated that youth Participants on the EPWP-NYS receive a minimum Stipend per day whilst on off-site and on-site training in ALL provinces. The Stipend means and referred to a claim of a progressive work based experiential training and exposure of any Participant in EPWP-NYS programme. The progressive work referred to a productive days work relevant or similar in nature to the required training standards received by Participant/s and of any relevant cost to be claimed. The failure in compliance in that particular day work will be at a contractors cost remunerated within the required Building Industrial Councils rate of pay.

SL 09. PAYMENT FOR TRAINING ON YOUTH PARTICIPANTS

SL 09.01 (TARGET:- NUMBER OF YOUTH PARTICIPANTS)

09.01.01 Orientation and Life Skills

Orientation and Life Skills development training for youth Participants for an average of set days per youth Participant is necessary at inception of the project once all recruitment processes are exhausted. All youth Participants are entitled to undergo life skills training.

Training on this life skills module will be flexible enough to meet the needs of the employer. Training should take place immediately after site hand-over and during the period of site establishment and pre-planning before actual construction starts, alternatively this will be spread over the duration of the contract period. The contractor will be required to work closely with the Training Service Provider so that the timeframe of the training is aligned with the construction works schedule and the demand for Participants.

09.01.02 Technical skills training

Technical skills training for youth Participants for an average of set days per youth Participant is necessary immediately once they conclude their Life Skills training. The Employer shall assist in identifying youth Participants for further training. The youth Participant/s will undergo further technical training to prepare them for opportunities as semi-skilled labourers. Such training will comprise of an off-site theoretical component and practical training on-site.

The contractor will be responsible to supervise and appoint appropriate supervision that will act as mentor on Participants for on-site practical work based experiential exposure. The programme will consist of accredited theoretical instruction away from the construction site as well as on-site practical work under the supervision of the employer. The Youth Participants will be entitled to full training programme completion once all training modules are completed.

SL 010. PAYMENT REDUCTION

Payment reduction due to not meeting the training target, then as per the contractual penalties obligations of the contract will be applicable up until such time the requirements are met. The contractual penalties obligations is referred to as is detailed in the contractual arrangements

between the contractor and DPW. The payment reduction means no other or alternative clause that will substitute the contractual penalties obligations.

SL 011. PROFIT AND ATTENDANCE

The profit and attendance referred to means a line item mark-up percentage of any services rendered within the re-measured progressive claims to DPW by a contractor. The payment conditions is that a proof be provided in the claim processing of the services rendered and of that cost incurred, this is to ensure accountability for Audit purposes by the Department. The cost incurred means and referred to a periodical or once off proof of payment on any direct or indirect procured services in the EPWP-NYS training bill of quantity where their expenses are charged against line item provisional sums. The line items are set to have a mark-up/ profit value as a separate profit and attendance item to accommodate administration cost and transaction cost where necessary including any other cost incurred activities to render the service complete.

SL 012. PAYMENT FOR TRAVELLING OFF AND ON-SITE TRAINING

The unit of measurement for travelling shall be the cost for the youth Participant off or on-site that must be arranged by the contractor. Amounts quoted shall be corrected according to re-measurement based on actual invoices. The unit of measurement for travelling shall be the amounts in Rand from a particular transport service taxi. The tendered percentages will be paid to the contractor on the value of each payment pertaining to the travelling to cover contractor's expenses in this regard.

SL 013. EMPLOYMENT OF YOUTH PARTICIPANTS THAT ARE PAID STIPEND

Employment of youth Participants on the-job training shall provide youth Participants with on and off-the-job training to enable them to fulfil their employment requirements. The employer shall also be expected to closely monitor the job performance of youth Participants and shall identify potential youth Participants for skills development programmes. The unit of measurement shall be the number of youth Participants at an EPWP-NYS Stipend rate per day as the amount agreed by Ministerial Determination multiplied by the period employed in that particular month.

The rate tendered shall include full compensation for all costs associated with the employment of youth Participants and for complying with the conditions of contract. The cost for the training shall be excluded from this item. This item is based on 9 months minimum appointment for youth Participants. The submission of attendance registers by contractor to DPW is very critical as they are the source leading to training monitoring, transactions and auditing. The attendance registers will be used as a source to quantify eligibility of productive due days for payment.

SL 014. PROVISION OF EPWP DESIGNED OVERALLS AND HARD HATS TO YOUTH PARTICIPANTS

The youth Participant/s will each be supplied with 2 sets of EPWP branded overalls, 1 set of EPWP branded hard hat and 1 set of Safety Boots. Youth Participant/s colour of their overall/s should be orange (top and bottom) as per DPWP corporate identity on branding specification with the exception on Correctional Services contracts where the overalls should be blue (top and bottom). An amount has been provided in the Schedule of Quantities under this sub-item for the supply of EPWP designed protective clothing by the contractor.

It is the responsibility of the contractor to purchase or to delegate to its Training Service Provider for the purchase of Participant/s protective clothing. The sets of protective clothing as stated will be provided once and if a need arise to replace for whatever reasons such cost will be recovered from those in need for second set outside the provisional sums arrangement in the contracted bill of quantities.

SL 015. PROVISION OF BASIC TOOLS FOR YOUTH PARTICIPANTS

The contractor will provide or delegate to its training Service Provider all youth Participants with prescribed tools for their respective service areas/ trades. The specification for the mentioned tools to be provided by the Training Service Provider. Youth Participant must be provided with set of tools at the end of the programme.

The Training Provider must avail relevant training tools to Youth Participant/s during theoretical training. The main Contractor must avail relevant training tools to Youth Participant/s during on-site training. The tools provided on site must be under the control and supervision of the contractor.

SL 016. APPOINTMENT OF YOUTH PROJECT TRAINING COORDINATOR (TEAM LEADER/S)

The appointment of Youth Project Training Coordinator/s (PTC) for the duration of the programme will be determine in the inception of the project. The Youth PTC will be appointed in agreement with EPWP-NYS and will act as Participant Liaison Office to facilitate and coordinate the training programme between the youth Participants, Training Provider, the contractor and EPWP-NYS Office (Maximum ratio is 1:15 minimum – Youth PTC to Youth Participants). The coordination of the training programme as the core function of EPWP NYS will require PTC to monitor and report on compliance issues of work based access, experiential exposure and mentoring on site.

The item rate shall include full compensation for the cost of liaising with all relevant stakeholders on all issues regarding the training. The Youth PTC will assist in administration and promotion of fair, transparent, reliable and competitive private procurement processes and keep/ update documentation. The Youth PTC is required to processes and keep Stipend transaction records among other roles and give inputs on progress work claims, verifications for payments and final accounts.

SL 017. LOGISTICS FOR EXIT WORKSHOP

The tendered rate shall include full compensation for the cost of liaising with the relevant Service Providers for the arrangements of all learner profiling and exit workshop events. The items range from catering, clothing, venue hire and decoration and entertainment items, etc.

CONTRACT CLAUSE**EMPLOYMENT AND TRAINING OF YOUTH WORKERS ON THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP) INFRASTRUCTURE PROJECTS; NATIONAL YOUTH SERVICE (NYS).**

The contractor shall comply with all the requirements as set out in the "Additional Specification SL: Employment and Training of Youth Workers on the Expanded Public Works Programme (EPWP) Infrastructure Projects: National Youth Service (NYS)" as attached to these bills of quantities.

The contractor shall identify a minimum number of youth workers from a priority list, and shall employ them at the statutory labour rates for a minimum period and train them elsewhere through accredited private or public institutions, all as per the aforementioned specification and as measured in these bills of quantities.

The contractor shall liaise and co-ordinate with the employer and the EPWP Training Service Provider with regard to the priority list, the selection of youth workers, and the employment and training of the identified youth workers.

The contractor shall avail the services of an adequately qualified foreman specifically for the EPWP-NYS youth workers, to act as their construction supervisor. The foreman will be responsible for continually monitoring the progress of the youth workers and for addressing questions and issues that may arise from the youth workers.

Separate items which will be subject to re-measurement have been included elsewhere in these bills of quantities to cover the direct costs associated with the employment and training of the youth workers. Any additional requirements in respect of the aforementioned specification are deemed to be priced hereunder and no additional claims in this regard shall be entertained.

SL 018. EPWP REPORTING REQUIREMENTS

The Project must be registered on the NDPW EPWP reporting system by the public Body and report on:-

- SL 019.01** Certified copy of participants' id (not later than 3 months at the time of system enrolment),
- SL 019.02** Beneficiary contract need to be uploaded on the system when registering a project for EPWP compliance.
- SL 019.03** The contractor is required to submit monthly beneficiary reports (Annexure B), which are to be attached to payment certificates and invoices as per attached Reporting Templates.
- SL 019.04** The contractor needs to ensure that participants are registered under workman's compensation and that UIF is deducted for EPWP beneficiaries.
- SL 019.05** Payment shall only be processed once compliance with EPWP and other Reporting requirements have been proven.
- SL 019.06** The reported information must be accompanied by:-
 1. Copies of ID (once off) when participants contracted,
 2. Beneficiary Contract of Employment (once off),
 3. Attendance registers (monthly) and
 4. Proof of Payment (monthly)
- SL 019.07** All copies of these documents should be kept safe on site for the duration of the contract for Audit purpose.

CONTRACT CLAUSE**IMPLEMENTATION OF LABOUR-INTENSIVE INFRASTRUCTURE PROJECTS UNDER THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP)**

The Contractor shall comply with all the "Code of Good Practise for Employment and Conditions of Work for Special Public Works Programme" issued in terms of the "Basic Conditions of Employment Act, 1997 (Act No 75 of 1997)" and the related "Ministerial Determination", for the employment of locally employed and or temporary workers on a labour-intensive infrastructure project under the Expanded Public Works Programme (EPWP).

The contractor shall maintain daily records with regards to workers employed and shall, on a monthly basis, submit a report to the principal agent in the prescribed format. Compulsory indicators such as project budget, actual project expenditure, number of job opportunities created, demographic characteristics of workers employed, minimum daily wage rate, number of person-days of employment created and number of training person-days, shall be included in said report, all as defined in the guidelines for the Implementation of Labour-intensive Infrastructure Projects Under the Expanded Public Works Programme (EPWP)

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

SMME DEVELOPMENT (SUBCONTRACTING) ADDITIONAL SPECIFICATION

This project is part of the Expanded Public Works Programme sub-programmes namely Vuk'uphile Learnership Programme and Large Projects Programmes and aims to provide opportunities for local Sub-contracting development. The project comprises of works to be undertaken labour-intensively and it also comprises of work packages to be done by Subcontractor.

The Vuk'uphile Learnership Programme, a contractor development programme of the EPWP, is aimed at developing small Contractors to move up the CIDB grading. This programme has been developed to assist contractors to acquire skills and complete projects such that they exit at CIDB Grades higher than their grades on entering the Vuk'uphile Learnership Programme.

This programme involves the training of existing SMME Contractors on the Supervision of Construction Process (SAQA ID 49053) Qualification within the classroom by CETA accredited Training Providers and workplace experiential training by implementation, under supervision of Mentors, of infrastructure projects by emerging Contractors. The theoretical training of the contractors will be coordinated and implemented by a separate service providers. The main contractor will be required to sub-contract portions of the contract to SMME contractors.

SL 019. VUK'UPHILE LEARNERSHIP PROGRAMME:

The Vuk'uphile Learnership Programme, a contractor development programme of the EPWP, is aimed at developing small Contractors to move up the CIDB grading.

1. CETA: Construction and Education Training Authority.
2. SAQA: South African Qualifications Authority.
3. SMME: Small Medium and Micro Enterprises.
4. CIDB: Construction Industry development Board.

SL 020. LEGISLATION APPLICABLE TO VUK'UPHILE LEARNERSHIP PROGRAMME

1. Section 195 of the Constitution
2. Public Administration must be development-oriented. (1)(c)
3. National Treasury Regulation
4. Work, for Practical Training, allocated to contractors in terms of Treasury Reg. 16A6.4
5. National Development Plan
6. Contribute to reducing unemployment by creating temporary employment by being responsive to the number of unemployed.
7. Creation of employment in terms of Chapter 3 CIDB Practice Note #29
8. Allocation of construction works contracts for developmental objectives

SL 021. OPERATING PROCEDURES

The PSC shall oversee the following:-

- (a) The PSC will adhere to government legislation and policy guidelines which are relevant to enable it to execute its work.
- (b) The Intermediary guidelines will also be adhered to e.g. procurement policies
- (c) The meetings will be scheduled, and will be held on agreed dates and times.
- (d) That targets set in terms of work opportunities are met
- (e) That local labour is recruited according to agreed procedures and processes
- (f) Manage EPWP participants grievances
- (g) Responsible for communication with local EPWP participants

SL 022. SECRETARIAT

The contractor shall appoint a Community Liaison Officer (CLO) who shall provide secretariat support to the PSC.

SL 023. PROJECT STEERING COMMITTEE (PSC) MEETINGS

The PSC shall meet once a month prior to the site meetings and report the resolutions at the Site Meeting.

SL 024. FUNDING OF PSC

The activities of the PSC will be voluntary and members would receive no remuneration for their time. The contractor may provide refreshments on the day of a meeting. It is thus important that community members of the PSC be drawn from the local area in order to avoid travelling costs.

SL 025. SUBCONTRACTING

The contractor will be required to appoint a minimum of four (4) Vuk'uphile Learnership Programme emerging sub-contractors to undertake work to the minimum of 30% of the contract value on the various service areas but not limited to the following services:

- (a) Service 1 Paving
- (b) Service 2 Concrete surfacing
- (c) Service 3 Laying of kerbs
- (d) Service 4 Construction of concrete/stone pitched channels
- (e) Service 5 Landscaping
- (f) Service 6 Laying of stormwater pipes
- (g) Service 7 Unblocking of catchpits/manholes
- (h) Service 8 Erection of new perimeter fence

- (i) Service 8 Earthworks for patrol paths
- (j) Service 9 Re-routing of existing pipes/cables
- (k) service 10 Removal of tree roots(where feasible)

The contractor shall appoint the specified minimum number of sub-contractors nominated from a Vuk'uphile Learnership Programme database that will be provided by NDPW.

SL 026. TM – NB:

The amended In the event that you select a sub-contractor, the JBCC requires the Agent of the Employer in consultation with and to the approval of the contractor to prepare tender documents for such work that has to be performed by the selected sub-contractors. This means that the Learner Contractors will have to go through a tender process – a repeat or extension of the problem that manifested in Overstrand Municipality.

On the other hand, the JBCC states that a nominated sub-contractor shall be a sub-contractor executing work for which a nominated sub-contract amount is included in the contract documents. The specified minimum 35% of work to be sub-contracted determines a nominated sub-contract amount. For example: if the main contractor's tendered amount is R60million, he will have to sub-contract R21million of his contract amount. Divide the sub-contract amount by 4 and you arrive at the nominated amount of R5.25million per Vuk'uphile sub-contractor. The Vuk'uphile Learner Contractors should therefore be appointed as nominated sub-contractors – fully compliant with the JBCC and SCM procurement procedures.

The Contractor will be responsible for drawing implementation plan that will assist in managing the emerging sub-contractors development undertaking Labour Intensive work.

SL 027. TM – NB:

The document is skimpy on the General responsibilities of the Contractor In this regard I have scanned three pages from the document that Daveng prepared for the Provincial Dept of Works and is being used at the Overstrand Municipality. It remains your decision on how you want to utilise the information. However, I urge you to seriously consider including Clauses 2.1.2, 2.2.1, 2.2.2 and 2.2.3 amended according to the requirements of this particular project.

PG-03.1 (EC) SITE INFORMATION – GCC (2010) 2nd Edition 2010

Project title:	CAPE TOWN,CENTRAL ,CUSTOMS AND EXCISE BUILDING , MODERNISATION, REPAIRS AND MAINTENANCE OF VARIOUS LIFTS AREA-A		
Tender no:	CPT 1007/22	WCS no:	Reference no:

C4 Site Information

A detailed list of lift installations for part of the detailed specifications as part of this contract. Modernization, maintenance , repairs as well as call centre functions for break-down and failure of performance forms part of this contract on the installations listed in the detailed design specification for a period of 60 months from site hand over. The sites are all located within the Western Cape Province borders

Scope of Works - Area A
Installation 01A: Athlone Police SAPS (SN00837)
Installation 01B: Athlone Police SAPS (SN00839)
Installation 02A: Atlantis Police SAPS (08L4265)
Installation 03A: Bellville Justice Magistrates Court (CE4471)
Installation 03B: Bellville Justice Magistrates Court (15153)
Installation 04A: Bellville Police SAPS (Bureau for missing persons) (CE4034)
Installation 04B: Bellville Police SAPS (Bureau for missing persons) (CE4031)
Installation 04C: Bellville Police SAPS (Bureau for missing persons) (CE4032)
Installation 04D: Bellville Police SAPS (Bureau for missing persons) (CE4033)
Installation 05A: Cape Town Revenue Building (90 Plein Street) (CE3206)
Installation 05B: Cape Town Revenue Building (90 Plein Street) (CE3207)
Installation 05C: Cape Town Revenue Building (90 Plein Street) (CE3212)
Installation 05D: Cape Town Revenue Building (90 Plein Street) (CE3213)
Installation 05E: Cape Town Revenue Building (90 Plein Street) (CE3208)
Installation 05F: Cape Town Revenue Building (90 Plein Street) (CE3209)
Installation 05G: Cape Town Revenue Building (90 Plein Street) (CE3210)
Installation 05H: Cape Town Revenue Building (90 Plein Street) (CE3211)
Installation 05I: Cape Town Revenue Building (90 Plein Street) (CE3214)
Installation 05J: Cape Town Revenue Building (90 Plein Street) (944)

Installation 05K: Cape Town Revenue Building (90 Plein Street) (945)

Installation 05L: Cape Town Revenue Building (90 Plein Street) (946)

Installation 05M: Cape Town Revenue Building (90 Plein Street) (947)

Installation 05N: Cape Town Revenue Building (90 Plein Street) (948)

Installation 06A: Cape Town Slotzboo (08L3842)

Installation 07A: Cape Town Thomas Boydell (08L4540)

Installation 07B: Cape Town Thomas Boydell (13697)

Installation 07C: Cape Town Thomas Boydell (OT0037)

Installation 07D: Cape Town Thomas Boydell (OT0038)

Installation 07E: Cape Town Thomas Boydell (OT0039)

Installation 08A: Cape Town DPW Stores (08L4271)

Installation 09A: Cape Town Heritage The Castle (Hoists) (13307(H1))

Installation 09B: Cape Town Heritage The Castle (Hoists) (13308(CH306))

Installation 09C: Cape Town Heritage The Castle (Hoists) (13309(CH307))

Installation 10A: Cape Town Library Old Archives (CE4045)

Installation 11A: Cape Town Police Central Barracks (2756)

Installation 11B: Cape Town Police Central Barracks (CE4423)

Installation 11C: Cape Town Police Central Barracks (08L4313)

Installation 11D: Cape Town Police Central Barracks (08L4314)

Installation 11E: Cape Town Police Central Barracks (08L4315)

Installation 12A: Cape Town Police Garmor House (CE1985)

Installation 12B: Cape Town Police Garmor House (CE1986)

Installation 12C: Cape Town Police Garmor House (CE1987)

Installation 13A: Grassy Park Police SAPS (C08L2961)

Installation 13B: Grassy Park Police SAPS (C08L2962)

Installation 14A: Kenilworth Residence Parkhof (SAPS Flats) (08L3832)

Installation 14B: Kenilworth Residence Parkhof (SAPS Flats) (08L3833)

Installation 15A: Malmesbury DoC Prison (HO0027)

Installation 16A: Milnerton Police SAPS (08L4437)

Installation 16B: Milnerton Police SAPS (08L4438)

Installation 17A: Mowbray Department of Rural Development and Land Reform (Van Der Sterr) (CE2991)

Installation 17B: Mowbray Department of Rural Development and Land Reform (Van Der Sterr) (CE2990)

Installation 18A: Paarl Justice Magistrates Court (08L2581)

Installation 19A: Paarl Police SAPS (08L4310)

Installation 19B: Paarl Police SAPS (08L4311)

Installation 19C: Paarl Police SAPS (08L4312)

Installation 20A: Parow Police SAPS (Forensic Science Laboratory) (08L4275)

Installation 20B: Parow Police SAPS (Forensic Science Laboratory) (08L4276)

Installation 20C: Parow Police SAPS (Forensic Science Laboratory) (08L4277)

Installation 20D: Parow Police SAPS (Forensic Science Laboratory) (08L4278)

Installation 20E: Parow Police SAPS (Forensic Science Laboratory) (08L4279)

Installation 20F: Parow Police SAPS (Forensic Science Laboratory) (08L4280)

Installation 20G: Parow Police SAPS (Forensic Science Laboratory) (08L4281)

Installation 20H: Parow Police SAPS (Forensic Science Laboratory) (08L4282)

Installation 20I: Parow Police SAPS (Forensic Science Laboratory) (08L4283)

Installation 20J: Parow Police SAPS (Forensic Science Laboratory) (08L4284)

Installation 21A: Riebeeck West Police SAPS (KE0024)

Installation 22A: Rondebosch Residence Rygersdal Flats (Diplomatic Corps) (CE458)

Installation 22B: Rondebosch Residence Rygersdal Flats (Diplomatic Corps) (CE459)

Installation 23A: Simonstown Justice Magistrates Court (SN03752)

Installation 24A: Simonstown Naval Dock Yard (Electronic Workshop) (OT0046)

Installation 24B: Simonstown Naval Dock Yard (Electronic Workshop) (OT0047)

Installation 25A: Simonstown Naval Dock Yard (Fitters Afloat) (OT0042)

Installation 25B: Simonstown Naval Dock Yard (Fitters Afloat) (OT0043)

Installation 25C: Simonstown Naval Dock Yard (Fitters Afloat) (OT0044)

Installation 25D: Simonstown Naval Dock Yard (Fitters Afloat) (OT0045)

Installation 26A: Simonstown Naval Dock Yard (Sub Repair Complex) (OT0022)

Installation 26B: Simonstown Naval Dock Yard (Sub Repair Complex) (0)

Installation 27A: Simonstown Naval Dock Yard (West Bld 455-466) (08L3844)

Installation 27B: Simonstown Naval Dock Yard (West Bld 455-466) (08L3845)



Installation 28A: Simonstown Naval Fleet Command (HQ) (08L3046)

Installation 28B: Simonstown Naval Fleet Command (HQ) (08L3047)

Installation 28C: Simonstown Naval Fleet Command (HQ) (08L3048)

Installation 28D: Simonstown Naval Fleet Command (HQ) (08L3049)

Installation 28E: Simonstown Naval Fleet Command (HQ) (08L4321)

Installation 29A: Simonstown Naval Fleet Maintenance (Naval Base) (08L3840)

Installation 30A: Simonstown Naval Hugo Bierman (Building) (08L4316)

Installation 30B: Simonstown Naval Hugo Bierman (Building) (08L4317)

Installation 30C: Simonstown Naval Hugo Bierman (Building) (08L4318)

Installation 31A: Simonstown Naval Joe Masego (Barracks) (08L3839)

Installation 32A: Simonstown Naval OPS Room Building (Naval Base) (CE0005)

Installation 33A: Simonstown Naval Stores & Offices (Bld 972) (08L4319)

Installation 33B: Simonstown Naval Stores & Offices (Bld 972) (08L4320)

Installation 34A: Simonstown Naval Training Centre (Submarine Evacuation) (OT0022)

Installation 35A: Simonstown Residence Da Gama Park (CE0209)

Installation 35B: Simonstown Residence Da Gama Park (CE0210)

Installation 36A: Simonstown SAS Radar / Combat School (OT0021)

Installation 37A: Vredendal Police SAPS (HQ) (CE3555)

Installation 38A: Wynberg Residence Kritzinger Flats (08L3837)

Installation 38B: Wynberg Residence Kritzinger Flats (08L3838)

Installation 39A: Wynberg Residence Van Ryneveld (Flats) (08L3835)

Installation 39B: Wynberg Residence Van Ryneveld (Flats) (08L3836)

Installation 40A: Wynberg SADF Military Base (Sports Complex) (CE3539)

Installation 41A: Wynberg SADF Military Hospital (15042)

Installation 41B: Wynberg SADF Military Hospital (15043)

Installation 41C: Wynberg SADF Military Hospital (15044)

Installation 41D: Wynberg SADF Military Hospital (15045)

Installation 41E: Wynberg SADF Military Hospital (15046)

Installation 41F: Wynberg SADF Military Hospital (OT0030)

Installation 41G: Wynberg SADF Military Hospital (OT0031)



Installation 41H: Wynberg SADF Military Hospital (OT0032)

Installation 41I: Wynberg SADF Military Hospital (OT0033)

Installation 41J: Wynberg SADF Military Hospital (OT0034)

Installation 41K: Wynberg SADF Military Hospital (OT0035)

Installation 42A: Wynberg SADF Military Hospital (Flats) (08L4507)

Installation 42B: Wynberg SADF Military Hospital (Flats) (CE914)

Installation 42C: Wynberg SADF Military Hospital (Flats) (OT0052)

Installation 42D: Wynberg SADF Military Hospital (Flats) (OT0053)

Installation 42E: Wynberg SADF Military Hospital (Flats) (OT0054)

Installation 43A: Cape Town Parliament Towers (CTE2662)

Installation 43B: Cape Town Parliament Towers (CTE2663)

Installation 43C: Cape Town Parliament Towers (CTE2664)

Installation 44A: Van Rhynsdorp Prison ()

Installation 45A: Wynberg SADF Military Hospital (Admin) (OT0250)

Installation 45B: Wynberg SADF Military Hospital (Admin) (OT0251)

Installation 46A: Thynhuis (804887) (VE0046)

Installation 46B: Thynhuis (804888) (HO011)

Installation 47A: Saldanha Military Accademy (804895) (M260)

Installation 47B: Saldanha Military Accademy (804896) (M261)

Installation 48A: Africa House (72BE0195)

Installation 48B: Africa House (72NE7450)

Installation 49A: Highstead (800818) (CTE4002)

Installation 49B: Groote Schuur (017274) (CTE1625)

Installation 49C: Westbrooke (911113) (CTE 1698)

Installation 50A: Old Assembly (DW3) (489988)