

DIGNITY  
JUSTICE  
RESPECT  
FREEDOM  
EQUALITY  
DIVERSITY  
DEMOCRACY

**CONSTITUTIONHILL**

**TENDER NUMBER: CONHILL/04/FAC-LIFTS/2025**

**ISSUED BY: CONSTITUTION HILL DEVELOPMENT COMPANY SOC LTD**

**CONSTITUTION HILL DEVELOPMENT COMPANY**  
**11 Kotze Street**  
**Braamfontein**  
**Johannesburg**  
**2001**

**Telephone : 011 381 3106/3124**

**NAME OF THE TENDERER:** : \_\_\_\_\_  
**TEL NUMBER** : \_\_\_\_\_  
**FAX NUMBER** : \_\_\_\_\_

**APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND INSTALLATION OF THE  
ACCESSIBILITY LIFTS.**

**TENDER No: CONHILL/04/FAC-LIFTS/2025**

# Contents

Number | Heading

## The Tender

### Part T1: Tendering procedures

|      |                                        |
|------|----------------------------------------|
| T1.1 | Tender Notice and Invitation to Tender |
| T1.2 | Tender Data                            |

### Part T2: Returnable documents

|      |                              |
|------|------------------------------|
| T2.1 | List of Returnable Documents |
| T2.2 | Returnable Schedules         |

### Part C1: Agreement and Contract Data

|      |                                                                      |
|------|----------------------------------------------------------------------|
| C1.1 | Form of Offer and Acceptance                                         |
| C1.2 | Contract Data / General Conditions of Contract                       |
| C1.3 | Form of Guarantee                                                    |
| C1.4 | Agreement with regards to performance, hours of work and termination |

### Part C2: Pricing data

|      |                      |
|------|----------------------|
| C2.1 | Pricing Instructions |
| C2.2 | Pricing schedule     |

### Part C3: Scope of Work

|    |               |
|----|---------------|
| C3 | Scope of Work |
|----|---------------|

### Part C4: Site Information

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|----|------------------|
| C4 | Site Information |
|----|------------------|

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## PART T1: TENDERING PROCEDURES

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**BID SUBMISSION REQUIREMENTS:** (2 copies: 1 marked original and the other 1 marked copy) and 1 soft copy (USB).

**BID WILL BE EVALUATED IN FOUR (4) STAGES:**

| Stage   | Method of Evaluation                          | Criteria                                             |
|---------|-----------------------------------------------|------------------------------------------------------|
| Stage 1 | Administrative Compliance                     | All submitted SBD forms fully completed and signed . |
| Stage 2 | Mandatory Compliance                          | All mandatory documents submitted                    |
| Stage 3 | Functionality – Technical Evaluation Criteria | Minimum score of 70 points                           |
| Stage 4 | Financial – Price & Specific goals            | 80/20 rule will apply                                |

THE FOLLOWING DOCUMENTS MUST BE SUBMITTED AND BE COMPLETED IN BLACK INK WHERE COMPLETION IS REQUIRED.

| Minimum Documents required for this BID                                                                                   | Instructions for Bidder's Attention                                                                                                                                          |
|---------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Central Supplier Database (CSD) Summary Report                                                                            | Proof of CSD registration                                                                                                                                                    |
| Tax compliance verification pin                                                                                           | Must be printed from SARS Website.                                                                                                                                           |
| SBD 1 (Invitation to Bid)                                                                                                 | Must be duly completed and signed                                                                                                                                            |
| SBD 4 (Declaration of Interest)                                                                                           | Must be duly completed and signed                                                                                                                                            |
| SBD 6.1 (Preferential Points Claim Form)                                                                                  | Must be duly completed and points claimed be allocated as per specific goals.                                                                                                |
| CIPC - Company Registration Documentation as well as cooperative membership agreement (to claim points on specific goals) | 1. Certificate of Registration,<br>2. Change of Name Certificate (if applicable),<br>3. Register of Directors and<br>4. most current Registered Business Address             |
| Company Profile and resources allocated to the project                                                                    | Attach Company's profile which indicates number of years of service and the organogram of the resources to be allocated to the project.                                      |
| Certified Copies of Identity Documents, not older than 6 months( to claim points on specific goals)                       | For all current Owner/s Shareholders/ Directors, Members (if Close Corporation)                                                                                              |
| Valid Joint Venture agreement signed by all relevant parties (where applicable)                                           | All administrative documents submitted must clearly indicate the name of Joint Venture and that the bidder is bidding as a Joint Venture.                                    |
| Valid sub-contracting agreements signed by all relevant parties (where applicable)                                        | If the Sub-contractor agreement not attached, bidder will not be disqualified but the sub-contracting arrangement with any supporting documents thereof will be disregarded. |

**IF ANY OF THE ABOVEMENTIONED CONDITIONS IS NOT MET AND/OR ANY OF THE REQUESTED DOCUMENTS ARE NOT SUBMITTED AS PRESCRIBED, THE BID EVALUATION COMMITTEE SHALL HAVE THE DISCRETION TO DISQUALIFY THE BID**

1. Bid Documents must be completed with ink (Blue or black) and not typed. No tippex is allowed. All changes must be scratched out and a signature appended next to each change.
2. All certified documents must be within the current six (6) months. Copies of previously certified documents will not be accepted and may result in automatic disqualification.
3. Bid documents must be secured together preferably bound or contained in a lever arch file as Constitution Hill will not take any responsibility for any loss of documents as a result of not being properly secured upon submission.

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## PART T1.1: TENDER NOTICE AND INVITATION TO TENDER

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**BID NUMBER:** CONHILL/04/FAC-LIFTS/2025

**CLOSING DATE** 17 November 2025  
**TIME** 11h00am

**COMPULSORY SITE BREIFING** 06 November 2023  
**TIME** 11h00am  
**BREIFING VENUE** CONSTITUTION HILL DEVELOPMENT COMPANY  
11 KOTZE STREET  
BRAAMFONTEIN JOHANNESBURG  
THE OLD FORT BUILDING  
HUMAN RIGHTS BOARDROOM

**BID VALIDITY PERIOD:** 84 DAYS

| Bidder's details              |  |
|-------------------------------|--|
| Company name:                 |  |
| Company registration no:      |  |
| CSD registration no:          |  |
| CSD Unique registration<br>No |  |
| Contact person:               |  |

|                |  |
|----------------|--|
| Tel number:    |  |
| Cell number:   |  |
| Email address: |  |

## 1.1: TENDER NOTICE AND INVITATION TO TENDER

### APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND INSTALLATION OF THE ACCESSIBILITY LIFTS.

#### **Tender No. CONHILL/04/FAC-LIFTS/2025**

CONSTITUTION HILL DEVELOPMENT COMPANY invites tenders from service provider to supply and install accessibility lifts. The tender will be evaluated in terms of the 80:20 preferential points system in accordance with Preferential Procurement Regulations, 2022.

It is estimated that tenderers must have a CIDB contractor grading of **3SI or 3ME or higher**.

The bid documents are to be downloaded online for free on [www.conhill.org.za](http://www.conhill.org.za)  
Supply Chain Management and Technical enquiries relating to the issuing of these documents must be addressed to the following email: [CHTenders@conhill.org.za](mailto:CHTenders@conhill.org.za)

A Compulsory clarification meeting with representatives of the employer will take place at Human Rights Conference Room, Constitution Hill, Old Fort Building, 11 Kotze Street, Braamfontein on the **06 November 2025 starting at 11h00am**

Parking will be provided in Level D, Super basement Parking which is accessible off Joubert Street

**(Check website – [www.conhill.co.za](http://www.conhill.co.za) for detailed directions).**

**NB: SITE TOUR WILL BE CONDUCTED AT CONHILL: 11 Kotze Street, Braamfontein, Human Rights Boardroom**

The closing time for receipt of tenders is **11h00 on 17 November 2025**  
Telegraphic, telephonic, telex, facsimile, e-mail, and late tenders will not be accepted.

Tenders must only be submitted on the tender documentation that is issued.

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

**Tender responses need to be placed into the Constitutional Hill Development tender bid box that is available from Monday to Friday during working hours (08:00 to 16:30)**

## PART T1.2: TENDER DATA

### T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annexure C of Standard for Uniformity in Engineering and Construction Works Contracts (Board Notice 423 Government Gazette No 42622 of 8 August 2019).

The Standard Conditions of Tender makes several references to the Tender Data. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

A tender that fails to meet any of the conditions of the standard for uniformity will render the submission to is an unacceptable tender.

The **Standard Conditions of Tender for Procurements** 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.

| Clause number                | Data                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| C.1.1<br>ACTIONS             | Employer is: <b>Constitution Hill Development Company</b> , 11 Kotze Street, Braamfontein, Johannesburg, 2001                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| C.1.2<br>TENDER<br>DOCUMENTS | <p>The Tender documents issued by the Employer comprise:</p> <p><b>THE TENDER</b></p> <p><b>Part T1 Tendering procedures</b></p> <p>Part T1.1 Tender notice and invitation to Tender</p> <p>Part T1.2 Tender data</p> <p><b>Part T2 Returnable documents</b></p> <p>Part T2.1 List of returnable documents</p> <p>Part T2.2 Returnable schedules</p> <p><b>THE CONTRACT</b></p> <p><b>Part C1 Agreements and contract data</b></p> <p>C1.1 Form of offer and acceptance</p> <p>C1.2 Contract data</p> <p>C1.3 Form of Guarantee</p> <p>C1.4 Agreement with regards to performance, hours of work and termination</p> <p><b>Part C2 Pricing Data</b></p> <p>C2.1 Pricing instructions</p> <p>C2.2 Pricing schedule</p> <p><b>Part C3 Scope of Works</b></p> <p>C3.1 Scope of Works</p> <p>C3.2 Drawings</p> <p><b>Part C4 Site Information</b></p> |

## Part T2.1: List of Returnable Documents

T2

| Clause number                                     | Data                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|---------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                   | C4.1 Site Information                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| C.1.3<br>INTERPRETATION                           | <p>C.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.</p> <p>C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.</p> <p>C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:</p> <p>a) <b>conflict of interest</b> means any situation in which:</p> <p>i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;</p> <p>ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or</p> <p>iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.</p> <p>b) <b>comparative offer</b> means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration</p> <p>c) <b>corrupt practice</b> means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process</p> <p>d) <b>fraudulent practice</b> means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels</p> |
| C.1.4<br>COMMUNICATION<br>AND EMPLOYER'S<br>AGENT | <p>The Employer's Representative is:</p> <p>Name: Mr Patrick Mahloko</p> <p>Email Address: patrick@conhill.org.za</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| C.2.1<br>ELIGIBILITY                              | <p>Only those Tenderers who are registered with the CIDB in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 3SI or 3ME or higher class of construction work.</p> <p>Joint Ventures are eligible to submit Tenders provided that:</p> <ol style="list-style-type: none"> <li>(1) each member of the joint venture is registered with the CIDB,</li> <li>(2) the lead partner rule will also apply, and</li> <li>(3) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations (according to the CIDB website Joint Venture Grading Designation Calculator) is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 3SI or 3ME or higher class of construction work.</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| C.2.2                                             | The employer will not compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the employer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

## Part T2.1: List of Returnable Documents

T2

| Clause number                                                  | Data                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|----------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COST OF TENDERING                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| C.2.7<br>CLARIFICATION MEETING                                 | <p>The arrangements for a compulsory information session are:</p> <p><b><u>A Compulsory briefing session</u></b> with representatives of the Employer will take place at the Site (Human Rights Conference Room, Constitution Hill, Old Fort Building, 11 Kotze Street, Braamfontein.</p> <p>Parking will be provided in Level D, Super basement Parking which is accessible off Joubert Street.</p> <p><b>Briefing Date &amp; Time: 06 November 2025, 11h00</b></p>                                                                                                                           |
| C.2.8<br>SEEK CLARIFICATION                                    | <p>Replace the clause with the following:</p> <p>Request clarification of the tender documents, if necessary, by notifying the employer at least 7 (seven) working days before the closing time stated in the tender data.</p>                                                                                                                                                                                                                                                                                                                                                                 |
| C.2.12<br>ALTERNATIVE TENDER OFFERS                            | Alternative Tender Offers will not be entertained.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| C.2.13.3<br>SUBMITTING A TENDER OFFER                          | Submit the tender offer communicated electronically as an original plus A copy of the Tender document will also be required (One Original and One Copy are to be submitted by the Tenderers). The parts communicated electronically to remain in the same format as they were issued by the employer.                                                                                                                                                                                                                                                                                          |
| C.2.13.5<br>SUBMITTING A TENDER OFFER                          | <p>The Employer's address for delivery of Tender offers and identification details to be shown on each Tender offer package are:</p> <p>Location of Tender box: Constitution Hill Development <b>Offices, Old Fort Building, 11 Kotze Street, Braamfontein, 2001</b></p> <p>Physical address: <b>Old Fort Building, 11 Kotze Street, Braamfontein, 2001</b></p> <p>Identification details: Contract Number: CONHILL/04/FAC-LIFTS 2025</p> <p>Description of project:</p> <p><b>APPOINTMENT OF A SERVICE PROVIDER FOR TO SUPPLY AND INSTALL ACCESSIBILITY LIFTS</b></p>                         |
| C.2.14<br>INFORMATION AND DATA TO BE COMPLETED IN ALL RESPECTS | <p>The Tenderer is required to enter information in the following sections of the document:</p> <p>Section T2.2 : Returnable Schedules</p> <p>Section C1.1 : Form of Offer and Acceptance</p> <p>Section C1.2 : Contract Data (Part 2)</p> <p>The above sections shall be signed by the Tenderer (and witnesses where required). Individual pages should only be initialled by the successful Tenderer and by the witnesses after acceptance by the Employer of the Tender Offer.</p> <p>The Tenderer shall complete and sign the Form of Offer prior to the submission of a Tender Offer.</p> |

## Part T2.1: List of Returnable Documents

T2

| Clause number                                                                   | Data                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|---------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                 | <p>The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the Tender Offer.</p> <p>Accept that failure on the part of the Tenderer to submit any one of the Returnable Documents listed in Part T2 – Returnable Documents within the period stipulated, shall be just cause for the Employer to consider the tender offer as being regarded as non-responsive.</p> <p>Accept that the Employer shall in the evaluation of tender offers take due account of the Tenderer's past performance in the execution of similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and the Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details in Part T2 – Returnable Documents.</p>                                                                                                                                                                                                            |
| C.2.15<br>CLOSING TIME                                                          | <p>The closing time for submission of Tender offers is <b>17 November 2025</b></p> <p>Telephonic, telegraphic, facsimile or e-mailed Tender offers will <b>NOT</b> be accepted.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| C.2.16<br>TENDER OFFER<br>VALIDITY                                              | The Tender offer validity period is <b>84 days</b> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| C.2.18<br>PROVIDE OTHER<br>MATERIAL                                             | The tenderer shall, when requested by the employer to do so, submit the names of all design, management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| C.2.19<br>INSPECTIONS,<br>TESTS AND<br>ANALYSIS                                 | To be Advised before the award (if necessary).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| C.2.23<br>CERTIFICATES                                                          | Refer to part T2 of this procurement document for a list of the documents that are to be returned with the tender.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| C.2.25<br>PROHIBITIONS ON<br>AWARDS TO<br>PERSONS IN<br>SERVICE OF THE<br>STATE | <p>The Employer is prohibited to award a tender to a person -</p> <ul style="list-style-type: none"> <li>a) who is in the service of the state; or</li> <li>b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or</li> <li>c) a person who is an advisor or consultant contracted with the municipality or municipal entity.</li> </ul> <p>In the service of the state means to be -</p> <ul style="list-style-type: none"> <li>a) a member of:- <ul style="list-style-type: none"> <li>• any municipal council;</li> <li>• any provincial legislature; or</li> <li>• the National Assembly or the National Council of Provinces;</li> </ul> </li> <li>b) a member of the board of directors of any municipal entity;</li> <li>c) an official of any municipality or municipal entity;</li> <li>d) an employee of any national or provincial department;</li> <li>e) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);</li> <li>f) a member of the accounting authority of any national or provincial public entity; or</li> </ul> |

## Part T2.1: List of Returnable Documents

T2

| Clause number                                        | Data                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                      | <p>g) an employee of Parliament or a provincial legislature.</p> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <p>C.3.4</p> <p>OPENING OF TENDER SUBMISSIONS</p>    | <p><b>The time and location for opening of the tender offers:</b></p> <p>Since the Two Envelope System will be used, the Tenders will not be opened in Public, except making known the names of companies that submitted the tender offers.</p> <p><b>Location for Announcement of the companies that submitted the Tenders:</b></p> <p>To be uploaded onto the ConHill website-<a href="http://www.Conhill.org.za">www.Conhill.org.za</a></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <p>C.3.5</p> <p>TWO-ENVELOPE SYSTEM</p>              | <p>A two-envelope procedure will be followed, tenders will not be opened.</p> <p><b><u>ENVELOPE 1: TECHNICAL OFFER</u></b></p> <p><b>THE TENDER</b></p> <p><b>Part T1 Tendering procedures</b></p> <p>Part T1.1 Tender notice and invitation to Tender</p> <p>Part T1.2 Tender data</p> <p><b>Part T2 Returnable documents</b></p> <p>Part T2.1 List of returnable documents</p> <p>Part T2.2 Returnable schedules</p> <p><b><u>ENVELOPE 2: FINANCIAL OFFER</u></b></p> <p><b>THE CONTRACT</b></p> <p><b>Part C1 Agreements and contract data</b></p> <p>C1.1 Form of offer and acceptance</p> <p>C1.2 Contract data</p> <p>C1.3 Form of Guarantee</p> <p>C1.4 Agreement with regards to performance, hours of work and termination</p> <p><b>Part C2 Pricing Data</b></p> <p>C2.1 Pricing instructions</p> <p>C2.2 Pricing schedule</p> <p><b>Part C3 Scope of Works</b></p> <p>C3 Scope of Works</p> <p><b>Part C4 Site Information</b></p> <p>C4 Site Information</p> |
| <p>C.3.9</p> <p>3.9.2</p> <p>ARITHMETICAL ERRORS</p> | <p>The employer will correct the arithmetical errors in the following manner:</p> <p>a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.</p> <p>b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern, and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.</p> <p>c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the</p>                                                                                                                                       |

## Part T2.1: List of Returnable Documents

T2

| Clause number | Data                                                                                                                                                                                                                                                                                                                                                   |
|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|               | <p>prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.</p> <p>Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above</p> |

C.3.11  
EVALUATION OF  
TENDER OFFERS

The preference procedure for evaluation of responsive Tender offers shall be the **80/20**-point preference system, being a maximum of 80 points for price and a maximum of 20 points for Specific goals

The procedure for the evaluation of responsive tenders will be Method 2 (Functionality, Price and Preferences).

The evaluation of the tender shall be conducted in Four Stages:

- ✓ **Stage 1:** *Administrative Compliance*
- ✓ **Stage 2:** *Mandatory requirements compliance*
- ✓ **Stage 3:** *Functionality / Quality Evaluation (threshold)*
- ✓ **Stage 4:** *Financial Evaluation (Price and Specific goals)*

**Stage 1: Administrative Compliance**

- ✓ **Submission of Valid Returnable Documents**
  - *Registration on Central Supplier Database (CSD) with Active Status*
  - *Tax Compliance status pin*
  - *SBD 1 (Invitation to Bid)*
  - *SBD 4 (Bidders Disclosure)*
  - *SBD 6.1 (Preferential points claims)*
  - *CIPC Company registration documentation*
  - *Company profile*
- ✓ **Administrative issues**
  - *Use of Correction Fluid in the Tender Document is not permitted*
  - *Printing and submission of the whole electronic issued Tender Document*
  - *Retyping of the Tender Document or sections thereof is not permitted*
- ✓ **Completeness of the Returnable Schedules and Documents**
  - *Original Bank Rating letter, signed and stamped by the issuing banks (not older than 3 months to closing date of this tender)*
- ✓ **Signing of All Returnable Schedules where so indicated**

**Stage 2: Mandatory requirements**

Bidders should submit the following requirements below. Failure to submit will be disqualified

| Minimum Documents required for this BID | Instructions for Bidder's Attention                                                        |
|-----------------------------------------|--------------------------------------------------------------------------------------------|
| ECSA registration of the team leader    | Bidder must submit with this tender their team leader's ECSA registration or proof thereof |
| CIDB grading 3 SI or 3ME or higher.     | CIDB registration number/proof of registration                                             |

NB: Failure not to submit the Mandatory requirements indicated above shall render the bidder being non-responsive, therefore the bidder will be disqualified from proceeding into the next stage of evaluation.

**Stage 3: Functionality / Quality Evaluation**

- The following functionality will be used for evaluating all bid proposals, where proposals must score a combined overall minimum of **70 points** to qualify for further evaluation for preference points.

|  | Functionality / Quality Criteria                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | W  | Total Points |
|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|--------------|
|  | <p><b>1. Experience of the Tendering Entity as detailed on Form J</b></p> <p><b>3SI or 3ME or higher Contractor's experience in repairing and maintaining lifts. Appointment letters of similar work.</b></p> <ul style="list-style-type: none"> <li>○ 5 appointment letters = 20 points</li> <li>○ 4 appointment letters = 15 points</li> <li>○ 3 appointment letters = 10 points</li> <li>○ 2 appointment letters = 5 points</li> <li>○ 1 appointment letter or none = 0 points</li> </ul> <p>NB: ConHill reserves the right to verify the above appointment letters. Any falsified letters will lead to disqualification and reported as Fraud</p>                                                                                                                                                                                                                                                                                                                                            | 20 |              |
|  | <p><b>2. Client Reference</b></p> <p><b>Client reference letters with contactable details where the installation of lifts was successfully implemented. The following details must be highlighted on all reference letters</b></p> <ul style="list-style-type: none"> <li>• Company letter head</li> <li>• Contact person &amp; contact numbers</li> <li>• Scope of work</li> </ul> <p><b>The letter must be signed by a duly authorized person</b></p> <ul style="list-style-type: none"> <li>○ 5 reference letters = 20 points</li> <li>○ 4 reference letters = 15 points</li> <li>○ 3 reference letters = 10 points</li> <li>○ 2 reference letters = 5 points</li> <li>○ 1 reference letters = 0 points</li> </ul> <p><b>NB: Failure to indicate all the above details for each project will lead to zero points allocation.</b></p> <p>NB: ConHill reserves the right to verify the above appointment letters. Any falsified letters will lead to disqualification and reported as Fraud</p> | 20 |              |
|  | <p><b>3. Experience of key personnel</b> (This criterion covers the generic experience/Total duration of professional activity, level of education and training and position held of each key staff member/ expertise member).The CV must indicate projects of similar work done by the resource.</p> <p><b>Attach detailed CV with relevant experience on installation of lifts.Copies of Qualifications must be attached.</b></p> <p><b>3.1 Team Leader: Mechanical Engineer, Pr. Eng./Tech</b></p> <p>Experience of individual</p> <ul style="list-style-type: none"> <li>○ More than 10 years = 15 points</li> <li>○ 7 - 9 years = 10 points</li> <li>○ 4 - 6 years = 5 points</li> <li>○ Less than 3 years = 0 points</li> </ul>                                                                                                                                                                                                                                                            | 15 |              |

## Part T2.1: List of Returnable Documents

T2

|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |            |  |
|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--|
|  | <b>3.2 Technicians: NQF level 6</b><br><br>Experience of individual <ul style="list-style-type: none"> <li>More than 10 years = 15 points</li> <li>7 – 9 years = 10 points</li> <li>4 - 6 years = 5 points</li> <li>Less than 3 years = 0 points</li> </ul>                                                                                                                                                                                                                                             | <b>15</b>  |  |
|  | <b>4. Project Team Organogram</b><br><br>Organogram of the project team indicating all members to be assigned to the project and responsibilities to be attached <ul style="list-style-type: none"> <li>Structured organogram with responsibilities attached = 10 points</li> <li>Organogram without responsibilities attached = 5 points)</li> <li>No organogram attached = 0 points</li> </ul>                                                                                                        | <b>10</b>  |  |
|  | <b>5. Proximity of the bidder offices to Constitution Hill. Bidders offices must preferably be in Gauteng Province.</b><br><br><b>The bidder must submit with this tender, proof of their office location in Gauteng Province in a form of a lease with address or an account letter indicating the bidders address.</b> <ul style="list-style-type: none"> <li>Lease/Letter with Gauteng address = 20</li> <li>Lease/Letter with other province address = 10</li> <li>No proof attached = 0</li> </ul> | <b>20</b>  |  |
|  | <b>Total Functionality / Quality</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>100</b> |  |
|  | The minimum threshold for the functionality evaluation is <b>70 points</b> . The Tenderers that do not meet this minimum threshold will not proceed to the next stage of evaluation of the tender.                                                                                                                                                                                                                                                                                                      |            |  |

**Stage 4: Price and specific goals**

The 80/20 preference point systems will be used,

- 80 points = Price
- 20 points = Specific goals

Specific goals for the tender and points claimed are indicated per the table below.

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

| The specific goals allocated points in terms of this tender | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|-------------------------------------------------------------|-----------------------------------------------------------------------------------|---------------------------------------------------------------------------|
| The tenderer must have a B-BBEE status contributor level 1  | 20                                                                                |                                                                           |
| The tenderer must have a B-BBEE status contributor level 2  | 15                                                                                |                                                                           |
| The tenderer must have a B-BBEE status contributor level 3  | 10                                                                                |                                                                           |
| The tenderer must have a B-BBEE status contributor level 4  | 5                                                                                 |                                                                           |

NB: To claim preferential procurement points for B-BBEE status level contributor of Level 1, 2, 3 or 4, the tenderer must submit a valid sworn affidavit (as issued by DTI/or CIPC), must be an original or certified copy or a certified copy of SANAS accredited verification certificate.

Failure not to submit the B-BBEE certificate will result in preferential points not being awarded.

C.3.13.  
ACCEPTANCE OF  
TENDER OFFER

- a.) the tenderer complies with the eligibility criteria stated in clause C.2.1  
 b.) the tenderer is able to provide proof of tax compliance status in terms of clause 4.2 of National Treasury SCM Instruction no. 7 of 2017/18;  
 c.) 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 of 2004 as a person prohibited from doing business with the public sector;  
 d.) the tenderer has not:  
 e) abused the Employer's Supply Chain Management System; or

## Part T2.1: List of Returnable Documents

T2

|                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|----------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                          | <p>f) failed to perform on any previous contract and has been given a written notice to this effect.</p> <p>g.) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;</p> <p>.the tenderer is registered and in good standing</p>                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| C. 3.17<br>COPIES OF<br>CONTRACT                         | One signed copy of contract shall be provided by the Employer to the successful Tenderer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| C.3.18<br>PROVIDE COPIES<br>OF THE<br>CONTRACTS          | The number of paper copies of the signed contract to be provided by the Employer is <b>ONE</b> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| ADDITIONAL<br>CONDITIONS<br>APPLICABLE TO<br>THIS TENDER | <p>The additional conditions of Tender are:</p> <ol style="list-style-type: none"> <li>1 The Employer may also request that the Tenderer provide written evidence that his financial, labour and other resources are adequate for carrying out the contract.</li> <li>2 The Employer reserves the right to appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources of any Tenderer. The Tenderer shall provide all reasonable assistance in such investigations.</li> <li>3 The Tender document shall be submitted as a whole and shall <b>not</b> be taken apart.</li> <li>4 <b>List of returnable documents (PART T2) must be completed in full</b> (A Tenderer's company profile <b>will not</b> be used by the Constitution Hill Development Company to complete PART T2 on behalf of the Tenderer)</li> </ol> <p><b>NB: If PART T2 is not completed in full by the Tenderer, this offer will be rejected.</b></p> |

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## **PART T2: RETURNABLE DOCUMENTS**

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## **PART T2.1: LIST OF RETURNABLE DOCUMENTS**

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## Part T2.1: List of Returnable Documents

T2

| Document                                                                                                                                                                         | Comments                                                                                                                                                                                                                                                                                                            |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SBD 1</b> (Invitation to bid)                                                                                                                                                 | Make sure it is signed                                                                                                                                                                                                                                                                                              |
| <b>SBD 3.1</b> (Pricing schedule)                                                                                                                                                | Filled or refer to an Annexure or addendum where price is mentioned                                                                                                                                                                                                                                                 |
| <b>SBD 4</b> (Declaration of interest)                                                                                                                                           | Make sure it is signed                                                                                                                                                                                                                                                                                              |
| <b>SBD 6.1</b> (Preference Points in terms of PPR 2022 Certificate)                                                                                                              | Make sure it is completed and points claimed are allocated as per specific goals                                                                                                                                                                                                                                    |
| Certified copies of Original of Company Registration Documentation<br><br>NB: Certification stamp must be original and no more than 3 months old as at date of closing of tender | 1. certificate of registration,<br>2. change of name certificate (if applicable)<br>3. register of directors, and most current registered business address<br>(Company Registration: CM1 and CK1, Change of Name Certificate:CM9, Latest Registered address: CM22, Most current register of directors CM29 and CK2) |
| Total Bid Price                                                                                                                                                                  | Total bid price should NOT be completed but form part of the financial submission                                                                                                                                                                                                                                   |
| BBBEE Certificate & BBBEE Statement /Sworn Affidavit                                                                                                                             | Valid certified copies or original certificate must be submitted                                                                                                                                                                                                                                                    |
| Company Profile                                                                                                                                                                  | Include structure of the company                                                                                                                                                                                                                                                                                    |

**IF ANY OF THE ABOVEMENTIONED CONDITIONS IS NOT MET AND/OR ANY OF THE REQUESTED DOCUMENTS ARE NOT SUBMITTED AS PRESCRIBED, THE BID EVALUATION COMMITTEE SHALL HAVE THE DISCRETION TO DISQUALIFY THE BID**

1. Bid Documents must be completed with ink (Blue or black) and not typed. No tippex is allowed. All changes must be scratched out and a signature appended next to each change.
2. All certified documents must be within the current six (6) months. Copies of previously certified documents will not be accepted and may result in automatic disqualification.
3. Bid documents must be secured together preferably bound or contained in a lever arch file as Constitution Hill will not take any responsibility for any loss of documents as a result of not being properly secured upon submission

THE TENDERER MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THIS TENDER. IF THE DOCUMENTS ARE NOT INCLUDED IN THE DOCUMENT, THE CONHILL WILL NOT CONSIDER THIS TENDER.

| Clause referred to in Standard Conditions of Tender | Document                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-----------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| C.2.1                                               | <p>Tenderers shall provide their CRS Number of registered Contractor as well as JV Partner*. CRS Number of Tenderers or JV Partners must be filled in below:</p> <p><b>NB: In cases where a bidder intends to form a Joint Venture, the CRS number/s must be filled in below i.e. the Lead partner and Joint Venture partner/s:</b></p> <p><b><u>Tenderer/Leading JV Partner</u></b></p> <p>CRS Number: _____</p> <p>Name of Company: _____</p> <p><b><u>JV Partner</u></b></p> <p>CRS Number: _____</p> <p>Name of Company: _____</p> <p><b><u>JV Partner</u></b></p> <p>CRS Number: _____</p> <p>Name of Company: _____</p> <p>All contractors, even tendering in JV, must be registered with CIDB. The lead Partner must have Category 3SI or 3ME or higher Contractor</p> <p><b>*NB:</b> Recent printout from CIDB website indicating the CRS number will also be accepted.</p> |
| C.2.7                                               | Attendance of the Compulsory briefing session and submission of the signed Form K as stipulated.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| C.2.10                                              | Form of Offer must be completed and signed by duly authorised person.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| C.2.11                                              | <p>Tampering with or taking apart the bound document is strictly prohibited. All additional documentation must be stapled into the tender document or attached in a separate file.</p> <p>Corrections in terms of price must not be made by means of a correction fluid such as Tipp-Ex or similar product.</p> <p>In the event of mistakes having been made on <b>Form of Offer</b> it must be crossed out in ink and be accompanied by an initial at each and every price alteration.</p>                                                                                                                                                                                                                                                                                                                                                                                         |
| C.2.13.4                                            | Authority of Signatory to sign the Form of Offer and where required in tender document (See Form D).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| C.2.28                                              | <p>Bidders must ensure compliance with their tax obligations.</p> <p>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.</p> <p>Application for tax compliance status (TCS) or pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website <a href="http://www.sars.gov.za">www.sars.gov.za</a>.</p> <p>Bidders may also submit a printed TCS together with the bid.</p> <p>In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party</p>                                                                                                                                                                                                        |

**Part T2.1: List of Returnable Documents****T2**

|  |                                                                                                                                                                                                                                                                                                                                                                                                            |
|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <p>must submit a separate proof of TCS / PIN / CSD number.</p> <p>A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate for every separate tender.</p> <p>Where no TCS is available but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.</p> |
|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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|                         |                                                                                                                |
|-------------------------|----------------------------------------------------------------------------------------------------------------|
| <u>SECTION T2.2.1:</u>  | <u>FORM A: SCHEDULE OF PROPOSED SUBCONTRACTORS</u>                                                             |
| <u>SECTION T2.2.2:</u>  | <u>FORM B: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022(SBD 6.1)</u> |
| <u>SECTION T2.2.3:</u>  | <u>FORM C: RECORD OF ADDENDA TO TENDER DOCUMENTS</u>                                                           |
| <u>SECTION T2.2.4:</u>  | <u>FORM D: AUTHORITY OF SIGNATORY</u>                                                                          |
| <u>SECTION T2.2.5:</u>  | <u>FORM E: STATUS OF CONCERN SUBMITTING TENDER</u>                                                             |
| <u>SECTION T2.2.6:</u>  | <u>FORM F: DECLARATION OF INTEREST (SBD 4)</u>                                                                 |
| <u>SECTION T2.2.8:</u>  | <u>FORM I: SCHEDULE OF PLANT AND EQUIPMENT</u>                                                                 |
| <u>SECTION T2.2.9:</u>  | <u>FORM J: SCHEDULE OF WORK CARRIED OUT BY THE TENDERER</u>                                                    |
| <u>SECTION T2.2.10:</u> | <u>FORM K: CERTIFICATE OF TENDERER'S COMPULSORY SITE CLARIFICATION MEETING ATTENDANCE</u>                      |
| <u>SECTION T2.2.11:</u> | <u>FORM L: KEY-PERSONNEL/ SUPERVISORY AND MANAGEMENT STAFF</u>                                                 |
| <u>SECTION T2.2.12:</u> | <u>FORM M: QUALITY MANAGEMENT SYSTEMS</u>                                                                      |
| <u>SECTION T2.2.13:</u> | <u>FORM N: COMPLIANCE WITH OHSA (ACT 85 OF 1993)</u>                                                           |
| <u>SECTION T2.2.14:</u> | <u>FORM O: CSD SUPPLIER `VALID TAX CLEARANCE CERTIFICATE</u>                                                   |
| <u>SECTION T2.2.15:</u> | <u>FORM P: PRELIMINARY PROGRAMME</u>                                                                           |
| <u>SECTION T2.2.16:</u> | <u>FORM Q: ESTIMATED MONTHLY EXPENDITURE</u>                                                                   |
| <u>SECTION T2.2.17:</u> | <u>FORM R: ALTERATIONS BY TENDERER</u>                                                                         |
| <u>SECTION T2.2.18:</u> | <u>FORM S: TENDERERS PERFORMANCE EVALUATION FORM</u>                                                           |
| <u>SECTION T2.2.19:</u> | <u>FORM T : COMPULSORY ENTERPRISE QUESTIONNAIRE</u>                                                            |

# LIST OF RETURNABLE SCHEDULES

|                                                                                    |
|------------------------------------------------------------------------------------|
| <b>FORM A: SCHEDULE OF PROPOSED SUBCONTRACTORS<br/>(SUBCONTRACTING PERCENTAGE)</b> |
|------------------------------------------------------------------------------------|

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

|                                                          | Name of Subcontractor | Percentage of<br>Work to be<br>subcontracted |
|----------------------------------------------------------|-----------------------|----------------------------------------------|
| 1                                                        |                       |                                              |
| 2                                                        |                       |                                              |
| 3                                                        |                       |                                              |
| 4                                                        |                       |                                              |
| 5                                                        |                       |                                              |
| 6                                                        |                       |                                              |
| 7                                                        |                       |                                              |
| 8                                                        |                       |                                              |
| 9                                                        |                       |                                              |
| <b>Percentage of Total Amount of Subcontracted Works</b> |                       |                                              |

If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us. The contractor is to obtain approval if he/she intends to change the submitted list of Subcontractors.

.....  
Signature

.....  
Date

.....  
Name of Bidder

.....  
Position of Signatory

|               |
|---------------|
| COMPANY STAMP |
|---------------|

**FORM B:****SBD 6.1****PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

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

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

**1. GENERAL CONDITIONS**

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

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

**1.2 To be completed by the organ of state**

*(delete whichever is not applicable for this tender).*

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

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

**1.4 To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

|                                                  | POINTS     |
|--------------------------------------------------|------------|
| PRICE                                            | 80         |
| SPECIFIC GOALS                                   | 20         |
| <b>Total points for Price and SPECIFIC GOALS</b> | <b>100</b> |

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

**80/20**

$$Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

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

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

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

| The specific goals allocated points in terms of this tender | Number of points allocated<br>(80/20 system)<br>(To be completed by the organ of state) | Number of points claimed (80/20 system)<br>(To be completed by the tenderer) |
|-------------------------------------------------------------|-----------------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| The tenderer must have a B-BBEE status contributor level 1  | 20                                                                                      |                                                                              |
| The tenderer must have a B-BBEE status contributor level 2  | 15                                                                                      |                                                                              |
| The tenderer must have a B-BBEE status contributor level 3  | 10                                                                                      |                                                                              |
| The tenderer must have a B-BBEE status contributor level    | 5                                                                                       |                                                                              |

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
  - ☐ One-person business/sole propriety
  - ☐ Close corporation
  - ☐ Public Company
  - ☐ Personal Liability Company
  - ☐ (Pty) Limited
  - ☐ Non-Profit Company
  - ☐ State Owned Company
- [TICK APPLICABLE BOX]

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

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

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

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

|                                                      |
|------------------------------------------------------|
| <b>FORM C: RECORD OF ADDENDA TO TENDER DOCUMENTS</b> |
|------------------------------------------------------|

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

| Date |  | Title of Details |
|------|--|------------------|
| 1.   |  |                  |
| 2.   |  |                  |
| 3.   |  |                  |
| 4.   |  |                  |
| 5.   |  |                  |
| 6.   |  |                  |
| 7.   |  |                  |
| 8.   |  |                  |
| 9.   |  |                  |
| 10.  |  |                  |
| 11.  |  |                  |
| 12.  |  |                  |
| 13.  |  |                  |
| 14.  |  |                  |
| 15.  |  |                  |
| 16.  |  |                  |
| 17.  |  |                  |
| 18.  |  |                  |
| 19.  |  |                  |

**Attach additional pages if more space is required.**

Signature of person authorised to sign the tender: .....

Date: .....

**FORM D: AUTHORITY OF SIGNATORY**

Signatories for companies, closed corporations and partnerships must establish their authority **BY ATTACHING TO THIS FORM, ON THEIR ORGANISATIONS'S LETTERHEAD**, a copy of the relevant resolution by their Board of Directors, Members or Partners, duly signed and dated.

By resolution of the Board of Directors taken on has been duly authorised to sign all documents in connection with Contract no \_\_\_\_\_, and any contract which may arise therefrom, on Behalf of\_\_\_\_\_.

SIGNED ON BEHALF OF THE COMPANY:  
IN HIS CAPACITY AS:  
DATE:

(Signature of Managing Director)  
Managing Director  
dd/mm/yyyy

SIGNATURE OF SIGNATORY:

(Signature)

As witnesses:

1. ....

2. ....

Signature of person authorised to sign the tender: .....

Date: .....

Signature of person authorised to sign the tender: .....

Date: .....

**FORM E: STATUS OF CONCERN SUBMITTING TENDER****1. GENERAL**

State whether the tenderer is a company, a closed corporation, a partnership or a one-man concern.  
(Make an X in the appropriate space below)

Company ☐ Closed Corporation ☐ Partnership ☐  
One-man concern ☐ Joint Venture ☐

**2. INFORMATION TO BE PROVIDED**

(Block letters)

**2.1 If the tenderer is a Company:**

- (a) Affix a certified copy of the Certificate of Incorporation to this page.
- (b) List the Directors.

**2.2 If the tenderer is a Closed Corporation:**

- (a) Affix a certified copy of the Founding Statement to this page.
- (b) List the Members.

**2.3 If the tenderer is a Partnership:**

List the partners.

**2.4 If the tenderer is a One-man concern:**

Provide the full name and ID number of the person.

**2.5 If the tenderer is a Joint Venture:**

- (a) Affix a certified copy of the Founding Statement of each partner of the JV to this page.
- (b) Affix JV agreement.

**3. REGISTERED FOR VAT PURPOSES IN TERMS OF THE VALUE-ADDED TAX ACT, (Act Nr. 89 of 1991) (Make an X in the appropriate space below)**

Yes ☐ / No ☐ Registration no.: .....

Signature of person authorised to sign the tender: .....

Date: .....

**FORM F: BIDDERS DISCLOSURE (SBD 4)****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<sup>1</sup> 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 institution | State |
|-----------|-----------------|---------------------|-------|
|           |                 |                     |       |
|           |                 |                     |       |
|           |                 |                     |       |
|           |                 |                     |       |
|           |                 |                     |       |
|           |                 |                     |       |
|           |                 |                     |       |
|           |                 |                     |       |
|           |                 |                     |       |

- 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:

.....  
 .....

<sup>1</sup> 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.

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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.
- 3.5 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.
- 3.6 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.

|                    |                         |
|--------------------|-------------------------|
| .....<br>Signature | .....<br>Date           |
| .....<br>Position  | .....<br>Name of bidder |

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

|                                                |
|------------------------------------------------|
| <b>FORM I: SCHEDULE OF PLANT AND EQUIPMENT</b> |
|------------------------------------------------|

The following is a list of major items of relevant equipment that are required for the contract. The tenderer should then indicate the quantities of the major plant they will require and furthermore include the use of this equipment in the Method Statement

Proof of ownership to submitted with the bid if owned. However, if equipment is to be leased then the lease company should state on their letterhead that the equipment will be available to the tenderer for the duration of the contract, citing the contract number on such communication which is to be submitted with the bid.

Tenderers to list any other equipment they deemed necessary and comply with the conditions stated above with regards to ownership or lease.

| Quantity | Owned (O) or<br>Leased (L) | Description |
|----------|----------------------------|-------------|
|          |                            |             |
|          |                            |             |
|          |                            |             |
|          |                            |             |
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|          |                            |             |
|          |                            |             |
|          |                            |             |

Attach additional pages if more space is required.

Signature of person authorised to sign the tender: .....

Date: .....

|                                                             |
|-------------------------------------------------------------|
| <b>FORM J: SCHEDULE OF WORK CARRIED OUT BY THE TENDERER</b> |
|-------------------------------------------------------------|

The tenderer shall list 5 No relevant General Building Works Projects in the spaces provided below completed in the last five years.

**THE BIDDER MUST ATTACH A PRACTICAL COMPLETION CERTIFICATE AND SIGNED FINAL ACCOUNT STATEMENT OF COMPLETION.  
THE CONTRACTS LISTED BELOW WILL BE THE ONES USED IN SCORING FOR TECHNICAL EVALUATION**

**THE CONTACT PERSON PROVIDED BELOW MUST BE THE SAME CONTACT PERSON REFERENCED IN FORM U**

| Employer<br>(Company Name, Tel No) | Project Name and<br>Employer Number | Project Manager   Principal<br>Agent<br>(Name, Tel No & Email) | Nature of Work<br>Example school, factory,<br>multi-story building etc | Final Account<br>Amount | Date of Practical<br>Completion |
|------------------------------------|-------------------------------------|----------------------------------------------------------------|------------------------------------------------------------------------|-------------------------|---------------------------------|
|                                    |                                     |                                                                |                                                                        |                         |                                 |
|                                    |                                     |                                                                |                                                                        |                         |                                 |
|                                    |                                     |                                                                |                                                                        |                         |                                 |
|                                    |                                     |                                                                |                                                                        |                         |                                 |
|                                    |                                     |                                                                |                                                                        |                         |                                 |

Signature of person authorised to sign the tender: .....

Date: .....

# **FORM K: CERTIFICATE OF TENDERER'S COMPULSORY BRIEFING SESSION ATTENDANCE**

This is to certify that I, ..... ID No. ....

Representative of (Tenderer's Name as it will appear on the Form of Offer).....

Of (address).....

.....

Attended the meeting and subsequently visited the site of the works in the company of the Employer and the Principal Agent on the .....day of.....202.....

Signature (Tenderer's Representative) .....

## **DETAILS OF TENDERER'S CONTACT PERSON TO BE USED FOR COMMUNICATION OF THIS TENDER**

Name of contact person:.....

Title of contact person:.....

Email of contact person (IN CAPITAL LETTERS):.....

---

Name: .....Signature (Principal Agent) .....

Name:.....Signature (Employer's Project Manager) .....

**FORM L: KEY-PERSONNEL / SUPERVISORY AND MANAGEMENT STAFF**

The Tenderer shall, submit the names of all management and supervisory staff that will be employed to supervise Contract. **Please attach CV's and certified copy of qualification of the proposed key personnel.** The Tenderer shall also include an organogram of the project team and the company structure.

| 1. Position                                                                                                                                                   | Mechanical Engineer |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| Name ((attach an ID copy certified in the last 3 months before date of tender submission)                                                                     |                     |
| Indicate academic qualifications and professional registration (attach a copy of certificate certified in the last 3 months before date of tender submission) |                     |
| State NQF Level (Minimum of NQF level 6)                                                                                                                      |                     |
| Attach Detailed CV                                                                                                                                            |                     |
| Indicate Years of Experience as a <b>Mechanical Engineer</b>                                                                                                  |                     |
| <p>List of relevant experience as <b>Mechanical Engineer</b> on similar projects</p>                                                                          |                     |
| Signed and dated by the named resource:                                                                                                                       |                     |

## Part T2.1: List of Returnable Documents

T2

| 2. Position                                                                                                                                      | Technician |
|--------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| Name ((attach an ID copy certified in the last 3 months before date of tender submission)                                                        |            |
| Indicate academic and professional qualifications (attach a copy of certificate certified in the last 3 months before date of tender submission) |            |
| State NQF Level (Minimum of NQF level 6)                                                                                                         |            |
| Attach Detailed CV                                                                                                                               |            |
| Indicate Years of Experience as a Technician                                                                                                     |            |
| <p>List of relevant experience as Technician on similar projects</p>                                                                             |            |
| Signed and dated by the named resource:                                                                                                          |            |

**FORM N: COMPLIANCE WITH OHSA (ACT 85 OF 1993)**

Tenderers are required to satisfy the Employer and the Engineer as to their ability and available resources to comply with the above by answering the following questions and providing the relevant information required below.

1. Is the Contractor familiar with the OHSA (ACT 85 of 1993) and its Regulations? Yes ☐ / No ☐
  
2. Who will prepare the Contractor's Health and Safety Plan? (Section T2.2.18 – Form R) (Provide a copy of the person/s curriculum vitae/s or company profile). Yes ☐ / No ☐  
 \_\_\_\_\_
  
3. Does the Contractor have a health and safety policy? (if yes, provide a copy). How is this policy communicated to all employees? Yes ☐ / No ☐  
 \_\_\_\_\_
  
4. Does the Contractor keep records of safety aspects of each construction site? If yes, what records are kept? Yes ☐ / No ☐  
 \_\_\_\_\_
  
5. Does the Contractor conduct monthly safety meetings? If yes, who is the chairperson of the meeting, and who attend these meetings? Yes ☐ / No ☐  
 \_\_\_\_\_
  
6. Does the Contractor have a safety officer in his employment, responsible for the overall safety of his company? Yes ☐ / No ☐  
 If yes, please explain his duties and provide a copy of his CV.  
 \_\_\_\_\_
  
7. Does the Contractor have trained first aid employees? If yes, indicate, who. Yes ☐ / No ☐  
 \_\_\_\_\_
  
8. Does the Contractor have a safety induction training programme in place? (If yes, provide a copy) Yes ☐ / No ☐

Signature of person authorised to sign the tender: .....

Date: .....

|                                                           |
|-----------------------------------------------------------|
| <b>FORM O: CSD SUPPLIER NUMBER AND TAX COMPLIANCE PIN</b> |
|-----------------------------------------------------------|

Bidders registered on the **National Treasury Central Supplier Database (CSD)** are required to submit their unique **Personal Identification Number (PIN)** issued by SARS in the space provided below as stipulated in Clause F2.28. Bidders may also submit a **printed TCS** together with the bid.

In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party **must** submit a separate proof of **TCS / PIN / CSD** number.

Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a **CSD number** must be provided

**Alternatively** the tenderer must submit a valid tax clearance certificate together with the Bid, including Valid Tax Clearance Certificates for the Joint Venture partner/s and Subcontractors proposed.

The certificates may be stapled into the tender document without taking the tender document apart or may be attached in a separate file to the tender document.

**If the documents are not included in the document, the tender will be regarded as being NON-RESPONSIVE.**

**Tenderer/Leading JV Partner**

Name of Company:

CSD Supplier Number: (Master  
Registration Number)

Tax Compliance PIN number:

**JV Partner 1**

Name of Company:

CSD Supplier Number: (Master  
Registration Number)

Tax Compliance PIN number:

**JV Partner 2**

Name of Company:

CSD Supplier Number: (Master  
Registration Number)

Tax Compliance PIN number:

**JV Partner 3**

Name of Company:

CSD Supplier Number: (Master Registration Number)

Tax Compliance PIN number:

**FORM P: PRELIMINARY PROGRAMME**

The Tenderer shall attach a preliminary programme compiled in Microsoft Project or similar scheduling software reflecting the proposed sequence of execution of the various activities comprising the work for this Contract. The programme shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of the Tender.

The programme will show a Task List for the full Scope of Works, Start and Finish Date for each task, reasonable Duration for each task and Linkage between tasks and sequencing thereof.

The programme will be to a minimum of Level 3, printed in colour in Landscape Orientation on at least 3 No A3 pages and will show the "Predecessors" column.





|                                                      |
|------------------------------------------------------|
| <b>FORM S: TENDERERS PERFORMANCE EVALUATION FORM</b> |
|------------------------------------------------------|

THE PROJECTS FOR WHICH REFERENCE IFS SOUGHT MUST BE THE SAME ONES AS DETAILED ON FORM J

**PROJECT REFERENCE****FORM (1 of 5)**

The reference to please provide a score (0=poor, 5=Satisfactory, 7 = good, 10 = excellent, intermediate numbers may also be scored) and comment on the Contractor's performance on the listed project.

**PART A: TO BE COMPLETED BY THE TENDERING ENTITY**

|                                                                             |                         |                             |  |
|-----------------------------------------------------------------------------|-------------------------|-----------------------------|--|
| <b>Company Name of Respondent</b>                                           |                         |                             |  |
| <b>Name of Completed Similar Project</b>                                    |                         |                             |  |
| <b>Name of Project Client</b>                                               |                         |                             |  |
| <b>Location of project (town, district municipality, province, country)</b> |                         |                             |  |
| <b>Total Project Value</b>                                                  |                         | <b>Project Start Date:</b>  |  |
| <b>Value of Work Under Your Appointment</b>                                 |                         | <b>Project Finish Date:</b> |  |
| <b>Brief Description Of Work Done On This Project By Your Firm</b>          |                         |                             |  |
| <b>Disciplines Undertaken By Your Company</b>                               |                         |                             |  |
| <b>Details of Client For Reference Purposes</b>                             | <b>Name:</b>            |                             |  |
|                                                                             | <b>Company Name:</b>    |                             |  |
|                                                                             | <b>Contact Details:</b> |                             |  |

**NOTE: FORM TO BE SIGNED BY PRINCIPAL AGENT OR THE CLIENT'S PROJECT MANAGER RESPONSIBLE FOR THE PROJECT.**

**PART B: TO BE COMPLETED BY THE REFERENCE****FORM (1 of 5)**

| <b>Please verify that information provided by the respondent in Part A above is correct. Comment alongside if necessary.</b> | <b>YES / NO</b> | <b>Comment</b> |
|------------------------------------------------------------------------------------------------------------------------------|-----------------|----------------|
| Please score and comment on the attributes listed below:                                                                     | Score out of 10 |                |
| Overall professional skills relevant to discipline                                                                           |                 |                |
| Quality and completeness of documentation / drawings issued                                                                  |                 |                |
| Compliance with programme for issuing of information                                                                         |                 |                |
| Application of resources to project                                                                                          |                 |                |
| Site Inspections / administration                                                                                            |                 |                |
| Contractual acumen                                                                                                           |                 |                |
| Willingness to work as a team with other contractors, consultants and client                                                 |                 |                |
| Provision of, and accuracy of As-Built and contract records                                                                  |                 |                |
| Overall rating of contractor's performance                                                                                   |                 |                |
| Total core (sum of all scores)                                                                                               |                 |                |

|                     |                          |
|---------------------|--------------------------|
| Referee Name: ..... | Referee Signature: ..... |
| Designation:.....   | Company / Client Stamp:  |
| Date: .....         |                          |
| Tel: .....          |                          |

**NOTE: FORM TO BE SIGNED BY PRINCIPAL AGENT OR THE CLIENT'S PROJECT MANAGER RESPONSIBLE FOR THE PROJECT.**

**PROJECT REFERENCE****FORM (2 of 5)**

The reference to please provide a score (0=poor, 5=Satisfactory, 7 = good, 10 = excellent, intermediate numbers may also be scored) and comment on the Contractor's performance on the listed project.

**PART A: TO BE COMPLETED BY THE TENDERING ENTITY**

|                                                                             |                         |                             |  |
|-----------------------------------------------------------------------------|-------------------------|-----------------------------|--|
| <b>Company name of respondent</b>                                           |                         |                             |  |
| <b>Name of Completed similar project</b>                                    |                         |                             |  |
| <b>Name of Project Client</b>                                               |                         |                             |  |
| <b>Location of project (town, district municipality, province, country)</b> |                         |                             |  |
| <b>Total Project Value</b>                                                  |                         | <b>Project start date:</b>  |  |
| <b>Value of work under your appointment</b>                                 |                         | <b>Project finish date:</b> |  |
| <b>Brief description of work done on this project by your firm</b>          |                         |                             |  |
| <b>Disciplines undertaken by your company</b>                               |                         |                             |  |
| <b>Details of client for reference purposes</b>                             | <b>Name:</b>            |                             |  |
|                                                                             | <b>Company Name:</b>    |                             |  |
|                                                                             | <b>Contact Details:</b> |                             |  |

**NOTE: FORM TO BE SIGNED BY PRINCIPAL AGENT OR THE CLIENT'S PROJECT MANAGER RESPONSIBLE FOR THE PROJECT.**

**PART B: TO BE COMPLETED BY THE REFERENCE****FORM (2 of 5)**

| Please verify that information provided by the respondent in Part A above is correct. Comment alongside if necessary. | YES / NO        | Comment |
|-----------------------------------------------------------------------------------------------------------------------|-----------------|---------|
| Please score and comment on the attributes listed below:                                                              | Score out of 10 |         |
| Overall professional skills relevant to discipline                                                                    |                 |         |
| Quality and completeness of documentation / drawings issued                                                           |                 |         |
| Compliance with programme for issuing of information                                                                  |                 |         |
| Application of resources to project                                                                                   |                 |         |
| Site Inspections / administration                                                                                     |                 |         |
| Contractual acumen                                                                                                    |                 |         |
| Willingness to work as a team with other contractors, consultants and client                                          |                 |         |
| Provision of, and accuracy of As-Built and contract records                                                           |                 |         |
| Overall rating of contractor's performance                                                                            |                 |         |
| Total core (sum of all scores)                                                                                        |                 |         |

|                     |                          |
|---------------------|--------------------------|
| Referee Name: ..... | Referee Signature: ..... |
| Designation:.....   | Company / Client Stamp:  |
| Date: .....         |                          |
| Tel: .....          |                          |

**NOTE: FORM TO BE SIGNED BY PRINCIPAL AGENT OR THE CLIENT'S PROJECT MANAGER RESPONSIBLE FOR THE PROJECT.**

**PROJECT REFERENCE****FORM (3 of 5)**

The reference to please provide a score (0=poor, 5=Satisfactory, 7 = good, 10 = excellent, intermediate numbers may also be scored) and comment on the Contractor's performance on the listed project.

**PART A: TO BE COMPLETED BY THE TENDERING ENTITY**

|                                                                             |                         |                             |  |
|-----------------------------------------------------------------------------|-------------------------|-----------------------------|--|
| <b>Company name of respondent</b>                                           |                         |                             |  |
| <b>Name of Completed similar project</b>                                    |                         |                             |  |
| <b>Name of Project Client</b>                                               |                         |                             |  |
| <b>Location of project (town, district municipality, province, country)</b> |                         |                             |  |
| <b>Total Project Value</b>                                                  |                         | <b>Project start date:</b>  |  |
| <b>Value of work under your appointment</b>                                 |                         | <b>Project finish date:</b> |  |
| <b>Brief description of work done on this project by your firm</b>          |                         |                             |  |
| <b>Disciplines undertaken by your company</b>                               |                         |                             |  |
| <b>Details of client for reference purposes</b>                             | <b>Name:</b>            |                             |  |
|                                                                             | <b>Company Name:</b>    |                             |  |
|                                                                             | <b>Contact Details:</b> |                             |  |

**NOTE: FORM TO BE SIGNED BY PRINCIPAL AGENT OR THE CLIENT'S PROJECT MANAGER RESPONSIBLE FOR THE PROJECT.**

**PART B: TO BE COMPLETED BY THE REFERENCE****FORM (3 of 5)**

| <b>Please verify that information provided by the respondent in Part A above is correct. Comment alongside if necessary.</b> | <b>YES / NO</b> | <b>Comment</b> |
|------------------------------------------------------------------------------------------------------------------------------|-----------------|----------------|
| Please score and comment on the attributes listed below:                                                                     | Score out of 10 |                |
| Overall professional skills relevant to discipline                                                                           |                 |                |
| Quality and completeness of documentation / drawings issued                                                                  |                 |                |
| Compliance with programme for issuing of information                                                                         |                 |                |
| Application of resources to project                                                                                          |                 |                |
| Site Inspections / administration                                                                                            |                 |                |
| Contractual acumen                                                                                                           |                 |                |
| Willingness to work as a team with other contractors, consultants and client                                                 |                 |                |
| Provision of, and accuracy of As-Built and contract records                                                                  |                 |                |
| Overall rating of contractor's performance                                                                                   |                 |                |
| Total core (sum of all scores)                                                                                               |                 |                |

|                     |                          |
|---------------------|--------------------------|
| Referee Name: ..... | Referee Signature: ..... |
| Designation:.....   | Company / Client Stamp:  |
| Date: .....         |                          |
| Tel: .....          |                          |

**NOTE: FORM TO BE SIGNED BY PRINCIPAL AGENT OR THE CLIENT'S PROJECT MANAGER RESPONSIBLE FOR THE PROJECT.**

**PROJECT REFERENCE****FORM (4 of 5)**

The reference to please provide a score (0=poor, 5=Satisfactory, 7 = good, 10 = excellent, intermediate numbers may also be scored) and comment on the Contractor's performance on the listed project.

**PART A: TO BE COMPLETED BY THE TENDERING ENTITY**

|                                                                             |                         |                             |  |
|-----------------------------------------------------------------------------|-------------------------|-----------------------------|--|
| <b>Company name of respondent</b>                                           |                         |                             |  |
| <b>Name of Completed similar project</b>                                    |                         |                             |  |
| <b>Name of Project Client</b>                                               |                         |                             |  |
| <b>Location of project (town, district municipality, province, country)</b> |                         |                             |  |
| <b>Total Project Value</b>                                                  |                         | <b>Project start date:</b>  |  |
| <b>Value of work under your appointment</b>                                 |                         | <b>Project finish date:</b> |  |
| <b>Brief description of work done on this project by your firm</b>          |                         |                             |  |
| <b>Disciplines undertaken by your company</b>                               |                         |                             |  |
| <b>Details of client for reference purposes</b>                             | <b>Name:</b>            |                             |  |
|                                                                             | <b>Company Name:</b>    |                             |  |
|                                                                             | <b>Contact Details:</b> |                             |  |

**NOTE: FORM TO BE SIGNED BY PRINCIPAL AGENT OR THE CLIENT'S PROJECT MANAGER RESPONSIBLE FOR THE PROJECT.**

**PART B: TO BE COMPLETED BY THE REFERENCE****FORM (4 of 5)**

| Please verify that information provided by the respondent in Part A above is correct. Comment alongside if necessary. | YES / NO        | Comment |
|-----------------------------------------------------------------------------------------------------------------------|-----------------|---------|
| Please score and comment on the attributes listed below:                                                              | Score out of 10 |         |
| Overall professional skills relevant to discipline                                                                    |                 |         |
| Quality and completeness of documentation / drawings issued                                                           |                 |         |
| Compliance with programme for issuing of information                                                                  |                 |         |
| Application of resources to project                                                                                   |                 |         |
| Site Inspections / administration                                                                                     |                 |         |
| Contractual acumen                                                                                                    |                 |         |
| Willingness to work as a team with other contractors, consultants and client                                          |                 |         |
| Provision of, and accuracy of As-Built and contract records                                                           |                 |         |
| Overall rating of contractor's performance                                                                            |                 |         |
| Total core (sum of all scores)                                                                                        |                 |         |

|                     |                          |
|---------------------|--------------------------|
| Referee Name: ..... | Referee Signature: ..... |
| Designation:.....   | Company / Client Stamp:  |
| Date: .....         |                          |
| Tel: .....          |                          |

**NOTE: FORM TO BE SIGNED BY PRINCIPAL AGENT OR THE CLIENT'S PROJECT MANAGER RESPONSIBLE FOR THE PROJECT.**

**PROJECT REFERENCE****FORM (5 of 5)**

The reference to please provide a score (0=poor, 5=Satisfactory, 7 = good, 10 = excellent, intermediate numbers may also be scored) and comment on the Contractor's performance on the listed project.

**PART A: TO BE COMPLETED BY THE TENDERING ENTITY**

|                                                                             |                         |                             |  |
|-----------------------------------------------------------------------------|-------------------------|-----------------------------|--|
| <b>Company name of respondent</b>                                           |                         |                             |  |
| <b>Name of Completed similar project</b>                                    |                         |                             |  |
| <b>Name of Project Client</b>                                               |                         |                             |  |
| <b>Location of project (town, district municipality, province, country)</b> |                         |                             |  |
| <b>Total Project Value</b>                                                  |                         | <b>Project start date:</b>  |  |
| <b>Value of work under your appointment</b>                                 |                         | <b>Project finish date:</b> |  |
| <b>Brief description of work done on this project by your firm</b>          |                         |                             |  |
| <b>Disciplines undertaken by your company</b>                               |                         |                             |  |
| <b>Details of client for reference purposes</b>                             | <b>Name:</b>            |                             |  |
|                                                                             | <b>Company Name:</b>    |                             |  |
|                                                                             | <b>Contact Details:</b> |                             |  |

**NOTE: FORM TO BE SIGNED BY PRINCIPAL AGENT OR THE CLIENT'S PROJECT MANAGER RESPONSIBLE FOR THE PROJECT.**

**PART B: TO BE COMPLETED BY THE REFERENCE****FORM (5 of 5)**

| <b>Please verify that information provided by the respondent in Part A above is correct. Comment alongside if necessary.</b> | <b>YES / NO</b> | <b>Comment</b> |
|------------------------------------------------------------------------------------------------------------------------------|-----------------|----------------|
| Please score and comment on the attributes listed below:                                                                     | Score out of 10 |                |
| Overall professional skills relevant to discipline                                                                           |                 |                |
| Quality and completeness of documentation / drawings issued                                                                  |                 |                |
| Compliance with programme for issuing of information                                                                         |                 |                |
| Application of resources to project                                                                                          |                 |                |
| Site Inspections / administration                                                                                            |                 |                |
| Contractual acumen                                                                                                           |                 |                |
| Willingness to work as a team with other contractors, consultants and client                                                 |                 |                |
| Provision of, and accuracy of As-Built and contract records                                                                  |                 |                |
| Overall rating of contractor's performance                                                                                   |                 |                |
| Total core (sum of all scores)                                                                                               |                 |                |

|                     |                          |
|---------------------|--------------------------|
| Referee Name: ..... | Referee Signature: ..... |
| Designation:.....   | Company / Client Stamp:  |
| Date: .....         |                          |
| Tel: .....          |                          |

**NOTE: FORM TO BE SIGNED BY PRINCIPAL AGENT OR THE CLIENT'S PROJECT MANAGER RESPONSIBLE FOR THE PROJECT.**

**Part T2.1: List of Returnable Documents**  
**T2**

**FORM T: COMPULSARY ENTERPRISE QUESTIONARE**

**Annex X**  
 (normative)  
**Compulsory Enterprise questionnaire**

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

**Section 1: Name of enterprise:** .....

**Section 2: VAT registration number, if any:** .....

**Section 3: cidb registration number, if any:** .....

**Section 4: Particulars of sole proprietors and partners in partnerships**

| Name* | Identity number* | Personal income tax number* |
|-------|------------------|-----------------------------|
|       |                  |                             |
|       |                  |                             |
|       |                  |                             |

\* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

**Section 5: Particulars of companies and close corporations**

Company registration number .....

Close corporation number .....

Tax reference number .....

**Section 6: The attached SBD4 must be completed for each tender and be attached as a tender requirement.**

**Section 7: The attached SBD 6.1 must be completed for each tender and be attached as a requirement.**

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;

ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

Signed

Date

Enterprise Name

.....

.....

.....

Name

Position

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## **PART C: THE CONTRACT**

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## **PART C1: AGREEMENT AND CONTRACT DATA**

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## **C1.1 FORM OF OFFER AND ACCEPTANCE**

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**C1.1: FORM OF OFFER AND ACCEPTANCE**

|                       |                                                                                    |                            |                                  |
|-----------------------|------------------------------------------------------------------------------------|----------------------------|----------------------------------|
| <b>Project title:</b> | <b>APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND INSTALL ACCESSIBILITY LIFTS</b> |                            |                                  |
| <b>Bid no:</b>        | <b>CONHILL/03/FAC-LIFTS/2022</b>                                                   | <b>Site Reference No.:</b> | 11 Kotze Street,<br>Braamfontein |

**OFFER**

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND INSTALL ACCESSIBILITY LIFTS**

The Bidder, 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 Bidder, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Bidder 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 OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:**

|                         |          |
|-------------------------|----------|
| <b>Rand (in words):</b> |          |
| <b>Rand in figures:</b> | <b>R</b> |

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 Bidder before the end of the period of validity stated in the tender data, whereupon the Bidder becomes the party named as the Contractor in the conditions of contract identified in the contract data.

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

|                                                                                                                                                       |           |                                                                                                                                                              |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Company or Close Corporation:<br>.....<br>.....<br>And: Whose Registration Number is:<br>.....<br>And: Whose Income Tax Reference Number is:<br>..... | <b>OR</b> | Natural Person or Partnership:<br>.....<br>.....<br>Whose Identity Number(s) is/are:<br>.....<br>.....<br>Whose Income Tax Reference Number is/are:<br>..... |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|

**AND WHO IS** (if applicable):

|                                               |
|-----------------------------------------------|
| Trading under the name and style of:<br>..... |
|-----------------------------------------------|

**AND WHO IS:**

**Part C1.1: Form of Offer and Acceptance**

|                                                                                                                       |                                                                                                                                                                                                             |
|-----------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Represented herein, and who is duly authorised to do so, by:<br><br>Mr/Mrs/Ms: .....<br>In his/her capacity as: ..... | <b>Note:</b><br><b>A Resolution / Power of Attorney, signed by all the Directors / Members / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.</b> |
|-----------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**SIGNED FOR THE BIDDER:**

|                        |           |      |
|------------------------|-----------|------|
|                        |           |      |
| 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 therefor) .. ☐

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

**Part C1.1: Form of Offer and Acceptance**

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**ACCEPTANCE**

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By signing this part of this form of offer and acceptance, the Employer identified below accepts the Bidder'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 Bidder's offer shall form an agreement between the Employer and the Bidder 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 Agreements 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 Bidder 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 Bidder 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 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, if delivered by hand on the day of delivery, or if delivered by courier within two working days after submission by the Employer to the courier services for a door-to-door delivery to the Bidder, provided that the Employer notifies the Bidder of the tracking number within 24 hours of such submission. Unless the Bidder (now Contractor) within seven working days of the date of such submission notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Part C1.1: Form of Offer and Acceptance

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**For the Employer:**

|                   |           |      |
|-------------------|-----------|------|
|                   |           |      |
| Name of signatory | Signature | Date |

|                                 |                                                                                                                            |
|---------------------------------|----------------------------------------------------------------------------------------------------------------------------|
| <b>Name of Organisation:</b>    | <b>Constitution Hill Development Company</b>                                                                               |
| <b>Address of Organisation:</b> | Constitution Hill Development Company<br>11 Kotze Street, Braamfontein, Johannesburg, 2001<br>Telephone :011 381 3106/3124 |

**WITNESSED BY:**

|                 |           |      |
|-----------------|-----------|------|
|                 |           |      |
| Name of witness | Signature | Date |

---

## **C1.2 CONTRACT DATA**

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**C 1.2: CONTRACT DATA - GENERAL CONDITIONS OF CONTRACT****NOTES**

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid and contract documents.
- (iii) Special Condition of Contract pertaining to contracts of this nature will be negotiated with the successful bidder.

**TABLE OF CLAUSES**

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Delivery and documents
9. Insurance
10. Transportation
11. Incidental services
12. Warranty
13. Payment
14. Prices
15. Contract amendments
16. Assignment
17. Subcontracts
18. Delays in the supplier's performance
19. Penalties
20. Termination for default
21. Force Majeure
22. Termination for insolvency
23. Settlement of disputes
24. Limitation of liability
25. Governing language
26. Applicable law
27. Notices
28. Taxes and duties
29. National Industrial Participation Programme (NIPP)

## GENERAL CONDITIONS OF CONTRACT

### 1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the client and the service provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference herein.
- 1.3 "Contract price" means the price payable to the service provider under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Day" means calendar day.
- 1.7 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.8 "Force majeure" means an event beyond the control of the service provider and not involving the service provider's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the client in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.9 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.10 "GCC" means the General Conditions of Contract.
- 1.11 "Goods" means all of the equipment, machinery, service and/or other materials that the service provider is required to supply to the client under the contract.
- 1.12 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the service provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as

transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

- 1.13 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.14 "Order" means an official written order issued for the rendering of a service.
- 1.15 "Project site," where applicable, means the place indicated in bidding documents.
- 1.16 "The client" means the organization purchasing the service.
- 1.17 "Republic" means the Republic of South Africa.
- 1.18 "SCC" means the Special Conditions of Contract.
- 1.19 "Services" means those functional services ancillary to the rendering of the service, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the service provider covered under the contract.
- 1.20 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

- 1.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 1.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 1.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

- 3.1 Unless otherwise indicated in the bidding documents, the client shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

## **4. Standards**

- 4.1 The service rendered shall conform to the standards mentioned in the bidding documents and specifications.

**5. Use of contract documents and information; inspection**

- 5.1 The service provider shall not, without the client's prior written consent, contract disclose the contract, or any provision thereof, or any specification, documents plan, drawing, pattern, sample, or information furnished by or on and behalf of the client in connection therewith, to any person other information; than a person employed by the service provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The service provider shall not, without the client's prior written consent, make use of any document or information mentioned in GCC clause except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC Clause shall remain the property of the client and shall be returned (all copies) to the client on completion of the service provider's performance under the contract if so required by the client.
- 5.4 The service provider shall permit the client to inspect the service provider's records relating to the
- 5.5 Performance of the service provider and to have them audited by auditors appointed by the client, if so required by the client.

**6. Patent rights**

- 6.1 The service provider shall indemnify the client against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the service or any part thereof by the client.

**7. Performance Security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, security the successful bidder shall furnish to the client the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the client as compensation for any loss resulting from the service provider's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the client and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the client's country or abroad, acceptable to the client, in the form provided in the bidding documents or another form acceptable to the client; or
  - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the client and returned to the service provider not later than thirty (30) days following the date of completion of the service provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

## **8. Delivery and Documents**

8.1 Rendering of service shall be made by the service provider in accordance with the document and terms as specified in the contract. The details of shipping and/or other documents to be furnished by the service provider are specified in SCC.

8.2 Documents to be submitted by the service provider are specified in SCC.

## **9. Insurance**

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

## **10. Transportation**

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

## **11. Incidental Service**

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

- (a) performance or supervision of on-site assembly and/or commissioning of the rendered service;
- (b) furnishing of tools required for assembly of the rendered service;
- (c) furnishing of a detailed operations manual for each appropriate unit of the rendered service;
- (d) performance or supervision and/or repair of the rendered service, for a period of time agreed by the parties, provided that this service shall not relieve the service provider of any warranty obligations under this contract; and
- (e) training of the client's personnel, at the service provider's plant and/or on-site, in assembly, start-up, operation and/or repair of the rendered service.

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

## **12. Warranty**

12.1 The service provider warrants that the service rendered under the contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The service provider further warrants that all service rendered under this contract shall have no defect, arising from design, materials, or workmanship (except when the design

and/or material is required by the client's specifications) or from any act or omission of the service provider, that may develop under normal use of the rendered service in the conditions prevailing in the country of final destination.

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

12.3 The client shall promptly notify the service provider in writing of any claims arising under this warranty.

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

### **13. Payment**

13.1 The method and conditions of payment to be made to the service provider under this contract shall be specified in SCC.

13.2 The service provider shall furnish the client with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

13.3 Payments shall be made promptly by the client, but in no case later than thirty (30) days after submission of an invoice or claim by the service provider.

13.4 Payment will be made in South African Rand unless otherwise stipulated in SCC.

### **14. Prices**

14.1 Prices charged by the service provider for services performed under the contract shall not vary from the prices quoted by the service provider in his bid, with the exception of any price adjustments authorized in SCC or in the client's request for bid validity extension, as the case may be.

### **15. Contract amendments**

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

### **16. Assignment**

16.1 The service provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the client's prior written consent.

### **17. Subcontracts**

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

**18. Delays in the service provider's performance**

- 18.1 Performance of services shall be made by the service provider in accordance with the time schedule prescribed by the client in the contract.
- 18.2 If at any time during performance of the contract, the service provider or its subcontractor(s) should encounter conditions impeding timely performance of services, the service provider shall promptly notify the client in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the service provider's notice, the client shall evaluate the situation and may at his discretion extend the service provider's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 18.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 18.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the service provider's point of supply is not situated at or near the place where the supplies are required, or the service provider's services are not readily available.
- 18.5 Except as provided under GCC Clause 25, a delay by the service provider in the performance of its delivery obligations shall render the service provider liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 18.6 Upon any delay beyond the delivery period in the case of a supplies contract, the client shall, without cancelling the contract, be entitled to purchase service of a similar quality and up to the same quantity in substitution of the service not rendered in conformity with the contract and to return any service rendered later at the service provider's expense and risk, or to cancel the contract and buy such service as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the service provider.

**19. Penalties**

- 19.1 Subject to GCC Clause 25, if the service provider fail to perform services within the period(s) specified in the contract, the client shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The client may also consider termination of the contract pursuant to GCC Clause 23.

**20. Termination for default**

- 20.1 The client, without prejudice to any other remedy for breach of for default contract, by written notice of default sent to the service provider, may terminate this contract in whole or in part:
- (a) if the service provider fails to deliver service within the period(s) specified in the contract, or within any extension thereof granted by the client pursuant to GCC Clause 21.2;
  - (b) if the service provider fails to perform any other obligation(s) under the contract;
- or

- (c) if the service provider, in the judgment of the client, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

20.6 If a restriction is imposed, the client must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the service provider and / or person restricted by the client; (ii) the date of commencement of the restriction; and
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

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

## **21. Force Majeure**

- 21.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the Majeure the service provider shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 21.2 If a force majeure situation arises, the service provider shall promptly notify the client in writing of such condition and the cause thereof. Unless otherwise directed by the client in writing, the service provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **22. Termination for insolvency**

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

## **23. Settlement of Disputes**

- 23.1 If any dispute or difference of any kind whatsoever arises between the client and the service provider in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 23.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the client or the service provider may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 23.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 23.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 23.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the client shall pay the service provider any monies due the service provider.

## **24. Limitation of liability**

- 24.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the service provider shall not be liable to the client, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the service provider to pay penalties and/or damages to the client; and

- (b) the aggregate liability of the service provider to the client, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment

## **25. Governing language**

- 25.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English

## **26. Applicable law**

- 26.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC

## **27. Notices**

- 27.1 Every written acceptance of a bid shall be posted to the service provider concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper services of such notice
- 27.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

## **28. Taxes and duties**

- 28.1 A foreign the service provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the client's country.
- 28.2 A local the service provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted service to the client.
- 28.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

## **29. National Industrial Participation (NIP) Programme**

- 29.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

**NAME OF YOUR COMPANY (IN BLOCK LETTERS)**

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**SIGNATURE(S) OF THE BIDDER OR ASSIGNEE(S)**

**DATE**

**NAME OF PERSON SIGNING (IN BLOCK LETTERS)**

---

**CAPACITY**

---

**ARE YOU DULY AUTHORISED TO SIGN THIS BID?**

---

**COMPANY REGISTRATION NUMBER**

---

**VAT REGISTRATION NUMBER**

---

**POSTAL ADDRESS (IN BLOCK LETTERS)**

---

**PHYSICAL ADDRESS (IN BLCOK LETTERS)**

---

**CONTACT PERSON**

**TELEPHONE NUMBER** \_\_\_\_\_ **FAX NUMBER** \_\_\_\_\_

**CELLPHONE NUMBER**

---

**E-MAIL**

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**TYPES OF BUSINESS**

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**PRINCIPAL BUSINESS ACTIVITIES**

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## **C1.3 FORM OF SECURITY**

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**C1.3 PERFORMANCE GUARANTEE (PRO FORMA)****GUARANTOR DETAILS AND DEFINITIONS**

"Guarantor" means: .....

Physical address: .....

"Employer" means: .....

"Contractor" means: .....

"Engineer" means: .....

"Works" means: .....

"Site" means: .....

"Contract" means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

"Contract Sum" means: The accepted amount inclusive of tax of R .....

Amount in words: .....

"Guaranteed Sum" means: The maximum aggregate amount of R.....

Amount in words: .....

"Expire Date" means: .....

**CONTRACT DETAILS**

Engineer issues: Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of the Works as defined in the Contract.

**PERFORMANCE GUARANTEE**

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
  - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
  - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:

- 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
- 4.2 A first written demand issued by the Employer to the guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
- 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
  - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
  - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
  - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith. 109121 (AUR 98/2015) CIDB/GCC 2010 Version May 2014 C1 . 14
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.

14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at .....

Date.....

Guarantor's signatory: (1) .....

Capacity.....

Guarantor's signatory (2) .....

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## PART C2: PRICING DATA

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## **PART C2.1: PRICING INSTRUCTIONS**

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## C2.1 Pricing Instructions

- C2.1.1.1 Descriptions in the Schedule/Bill of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Standardised Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Schedule/Bill, the requirements of the Standardised or Scope of Work, as applicable, shall prevail.
- C2.1.1.2 The clauses in a specification in which further information regarding the schedule/bill item can be obtained appear under “Reference clause” in the Schedule. The reference clauses indicated are not necessarily the only sources of information in respect of schedule items. Further information and set specifications may be found elsewhere in the contract documents.
- C2.1.1.3 Unless otherwise stated, items are measured nett in accordance with the drawings, and no allowance is made for waste. The Schedule has to be completed in black non-erasable ink and the tenderer is referred to the Tender Specifications in regard to the correction of errors.
- C2.1.1.4 The quantities set out in the Schedule/Bill of Quantities are the estimated quantities of the Contract Works, but the Contractor will be required to undertake whatever quantities may be directed by the Engineer from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
- C2.1.1.5 The prices and rates to be inserted in the Schedule/Bill of Quantities are to be the full inclusive prices for the work described under the several items. 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. Reasonable 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.
- C2.1.1.6 A price or rate is to be entered against each item in the Schedule/Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Schedule.

**Part C2.1: Pricing Instructions**

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- C2.1.1.7 Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the “Amount” column and show the corresponding total tendered price.
- C2.1.1.8 All prices or rates inserted in the Bill of Quantities shall be EXCLUDING VAT. Provision has been made on the Summary Page, of the Bill of Quantities, for the addition of VAT.
- C2.1.1.9 Arithmetical errors of responsive tenders will be corrected in the following manner:
- Where there is a discrepancy between an amount shown in figures, and the corresponding amount stated in words, the amount stated in words shall take preference.
  - In the Bill of Quantities, if there is an error in the line item total resulting from the product of the quantity and the unit rate, the line item total shall govern, and the rate shall be corrected. Where there is a misplacement of the decimal point in the unit rate, the line item total shall govern and the unit rate will be corrected.
  - Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer’s addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates in the Bill of Quantities) to achieve the tendered total of the prices.

Should a tenderer be unwilling to make the corrections ordered by the Engineer, the tender may be disqualified.

- C2.1.1.10 The units of measurement described in the Schedule/Bill of Quantities are metric units. Abbreviations used in the Schedule/Bill of Quantities are as follows :

|                      |   |                       |          |   |                  |
|----------------------|---|-----------------------|----------|---|------------------|
| mm                   | = | millimetre            | h        | = | hour             |
| m                    | = | metre                 | kg       | = | kilogram         |
| km                   | = | kilometre             | t        | = | ton (1 000 kg)   |
| m <sup>2</sup>       | = | square metre          | No.      | = | number           |
| m <sup>2</sup> .pass | = | square metre-pass     | sum      | = | lump sum         |
| ha                   | = | hectare               | MN       | = | MegaNewton       |
| m <sup>3</sup>       | = | cubic metre           | MN.m     | = | MegaNewton metre |
| m <sup>3</sup> .km   | = | cubic metre-kilometre | P C sum  | = | PrimeCost sum    |
| ℓ                    | = | litre                 | Prov sum | = | Provisional sum  |
| kℓ                   | = | kilolitre             | %        | = | per cent         |
| MPa                  | = | MegaPascal            | kW       | = | kilowatt         |

- C2.1.1.11 The quantities set out in the Price Schedule are the estimated quantities of the Works, but the Contractor will be required to undertake whatever quantities as may

be directed by the Engineer from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.

- C2.1.1.12 A price or rate is to be entered against each item in the Price Schedule, whether the quantities are stated or not. An item against which no price is entered or where a word or phrase such as “included” or “provided elsewhere” will be accepted as a rate of nil (R0,00) having been entered against such items and covered by the other prices or rates in the Schedule.

Any work executed to which such a pay item applies, shall be measured under the appropriate items in the Price Schedule and valued at a rate of nil (R0,00). The rate of nil shall be valid irrespective of any change in the quantities during the execution of the Contract.

## **2 Correction of Entries made by the Tenderer**

Any entry made by the Tenderer in the Price Schedule, forms, etc, which the tenderer desires to change, shall not be erased or painted out. A line shall be drawn through the incorrect entry and the correct entry shall be written above in black ink and the full signature of the Tenderer shall be placed next to the correction.

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*Signature of person authorised to sign bid documents*

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*Name in block letters*

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Designation

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## **PART C2.2: PRICING SCHEDULE**

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## Part C2.1: Pricing Schedule

**C2.2 PRICING SCHEDULE**

NAME OF BIDDER: .....

BID NO.: .....

CLOSING TIME 11:00 ON .....

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

**C2.2.1 ONCE OFF**

| Item no. | Description of Services | Unit of Measure | Qty | Unit Price | Total Costs (Incl. VAT) |
|----------|-------------------------|-----------------|-----|------------|-------------------------|
| 1        | Annexure A              | No.             | 4   |            |                         |

## Part C2.1: Pricing Schedule

**TOTAL BID PRICE****PRICING**

| Description of Services                                                                                                                                                             | Qty | Unit Price | Total Costs |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------------|-------------|
| Installation of new Accessible Lift – as per the schedule above<br><i><b>*Please include registration of lifts with the Department of Labor</b></i>                                 | 3   |            |             |
| Refurbishment of Accessible Lifts, Enclosed Vertical Platform Lifts – as per the schedule above<br><i><b>*Please include registration of lifts with the Department of Labor</b></i> | 1   |            |             |
| Annexure B's for the newly installed and refurbished lifts                                                                                                                          | 4   |            |             |
| <b>TOTAL COST incl VAT</b>                                                                                                                                                          |     |            |             |

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## PART C3: SCOPE OF WORKS

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### INSTALLATION AND REFURBISHMENT OF THE LIFTS

The Contractor shall modify, supply, install, test and commission the installed accessible lifts (chairlifts and platform lifts) to meet the functional requirements of various areas of the precinct. All materials, equipment and appliances shall be originated from the original or reputable manufacturers.

All materials and workmanship shall comply with all relevant sections of the latest edition of the following and all current amendments thereto issued, unless otherwise specified on a particular Works Order or instructed by the Client:-

- 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 Electricity Act 1984 (Act 41 of 1984) as amended and

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 used 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.

The Contractor shall also provide competent attendant(s) to monitor any works in relation to the lift installation. The Contractor shall provide sufficient qualified technical staff and safety personnel to ensure the Works under this RFQ is satisfactorily carried out safely and meet the performance targets.

Alterations, Addition and Improvement Works

**Part C3: Scope of works**

The Contractor is required to carry out alterations, additions and/or improvement works for the lifts to suit the updated/revised operational requirements. The bidder must provide the client with a safety file for the work to be undertaken.

The following alterations and improvement works are envisaged:

**Replacement of Accessible Lifts, Vertical Platform Stairlift**

| Ref | Description                                   | Technical Specifications                                                                                                                                                                                                                                                                                              | Location                                                                                       | Qty |
|-----|-----------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|-----|
| 1   | Double-arm Wheelchair Lift, Vertical Platform | Usable Platform Length – 1,050<br>Usable Platform Width – 1,400mm<br>Safety Handrail – automatic<br>Safety Roll Stop – automatic<br>Maximum Lifting Height – 4,000mm<br>Maximum Up/Down Speed – 1 m/s<br>Lift Capacity – 300 kg<br>Power – 230V supply<br>Outdoor Installation – weather-proof electrical/control box | <ul style="list-style-type: none"> <li>Number 4, Lekgotla, VC exit/entry, Section 5</li> </ul> | 3   |

**Refurbishment of Accessible Lifts, Enclosed Vertical Platform Lifts**

| Ref | Description            | Technical Specifications                                                                                                                                                                                                                                                               | Location  | Qty |
|-----|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-----|
| 1   | Vertical Platform Lift | <ul style="list-style-type: none"> <li>Major refurbishment of the lift equipment, as per OEM</li> <li>Replace door handles, all standardized and vandal-proof</li> <li>Relocate the control box, to prevent water ingress</li> <li>Replace ceiling and other lift interiors</li> </ul> | Square VC | 1   |

|   |  |                                                                                                                                                                                                                                                                                                    |               |   |
|---|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|---|
|   |  | <ul style="list-style-type: none"> <li>• Replace lift light with LED-type of fitting, with occupancy sensor</li> <li>• Supply, install and commission intercom system, linked to Control Room</li> <li>• Supply, install and commission CCTV system in lift, linked to the Control Room</li> </ul> |               |   |
| 2 |  | <ul style="list-style-type: none"> <li>• New installation and commissioning</li> </ul>                                                                                                                                                                                                             | Section 4 & 5 | 3 |

### Equipment Description

Upon appointment, the following lifts will be dismantled and handed over to the client. The lifts will be dismantled with care to preserve some of the parts for reuse on other lifts.

### *Accessible Lifts (lifts for persons with disabilities)*

| Ref | Type of Lift                       | Location            | Current condition |
|-----|------------------------------------|---------------------|-------------------|
| 1.  | Wheelchair Stair Lift, Vimec – V64 | Number 4, Lekgotla  | To be replaced    |
| 2.  | Wheelchair Stair Lift, Vimec – V65 | Number 4, Section 5 | To be replaced    |
| 3.  | Wheelchair Stair Lift, Vimec – V64 | VC exit/entrance    | To be replaced    |

### Statutory requirements

The bidder must be accredited by the Original Equipment Manufacturer (OEM) to sell, install, and commission the proposed lifts.

The bidder must have an independent lift inspectorate in its books

**NB:** All newly installed lifts and equipment must come with a minimum of two(2) year warranty cover.

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## PART C4: SITE INFORMATION

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## Part C4: Site Information

### C4.1 THE SITE

The site is located at Constitution Hill Precinct, 11 Kotze Street, Braamfontein, Gauteng Province.

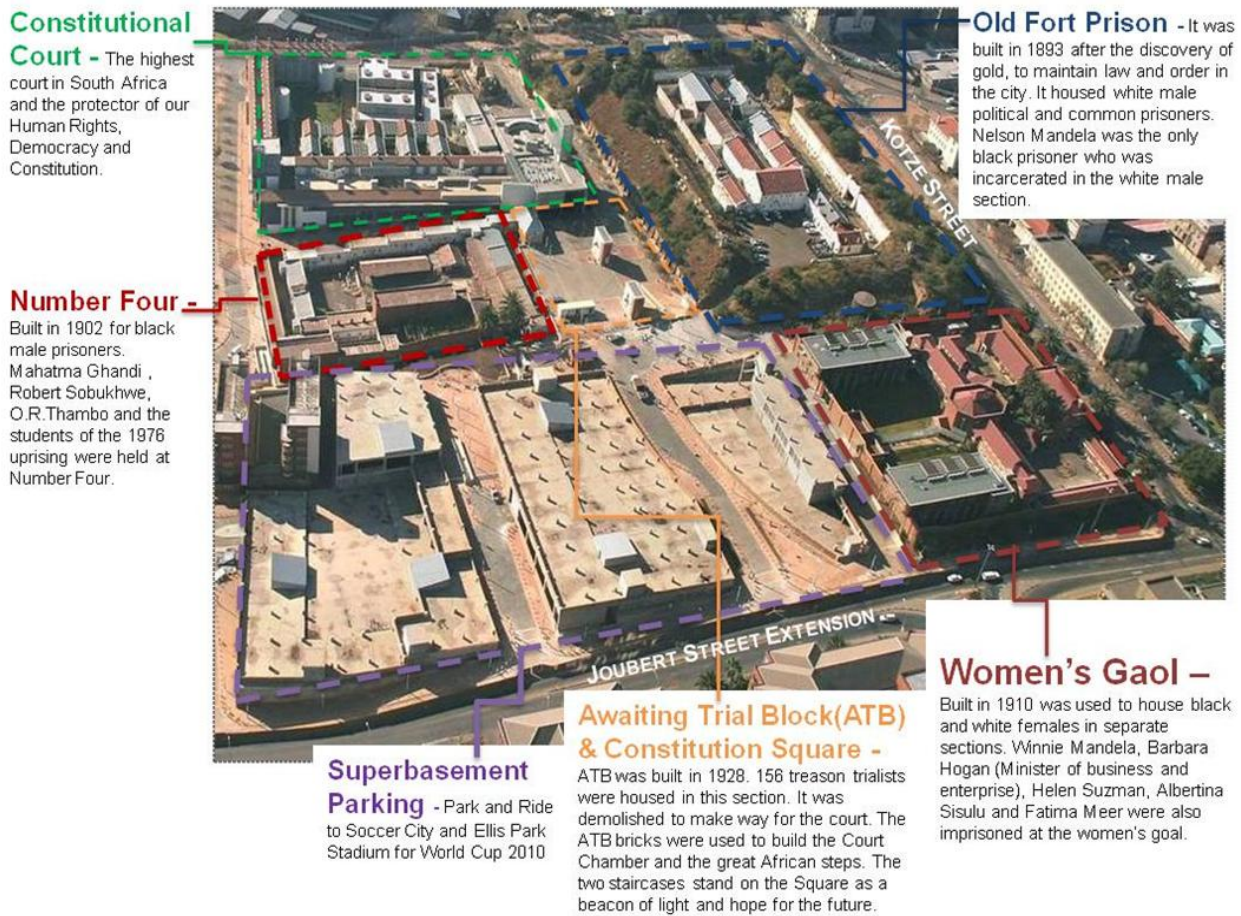


Figure 1: Locality of Constitution Hill Precinct



# INTEGRITY PACT FOR BUSINESSES

**FIGHTING CORRUPTION, PROMOTING INTEGRITY**

## **1. INTRODUCTION**

This agreement is part of the tender document, which shall be signed and submitted along with the tender document. The Chief Executive Officer of the bidding company or his/her authorised representative shall sign the integrity pact. If the winning bidder has not signed this integrity pact during the submission of the bid, the tender/proposal shall be disqualified.

## **2. OBJECTIVES**

Now, therefore, the Gauteng Provincial Government and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as an integrity pact, to avoid all forms of corruption by following a system that is fair, transparent, and free from any influence/unprejudiced dealings before, during and after the currency of the contract to be entered, with a view to:

- 2.1 Enable the Gauteng Provincial Government to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and
- 2.2 Enable bidders to abstain from bribing or any corrupt practice to secure the contract by assuring them that their competitors will refrain from bribing and other corrupt practices and the Gauteng Provincial Government will commit to preventing corruption, in any form by their officials by following transparent procedures.

## **3. GOVERNANCE**

- 3.1 The integrity pact seeks to ensure that both parties comply with all applicable provincial, national, continental, and international laws and regulations regarding fair competition and anti-corruption.

## **4. ENVIRONMENT**

- 4.1 The integrity pact requires that both parties comply with all applicable environmental, health, and safety regulations.

## **5. PROTECTION OF INFORMATION**

- 5.1 The integrity pact seeks to ensure that both parties undertake to protect the confidentiality of information. Each party, when given access to confidential information as part of the business relationship should not share this information with anyone unless authorised.

## **6. REPUTATION**

- 6.1 The Gauteng Provincial Government wants to work with bidders who are proud of their reputation for fair dealing and quality delivery.
- 6.2 The Gauteng Provincial Government wants to ensure that working with government is reputation enhancing for the supplier.

**Part C4: Site Information**

- 6.3 The Gauteng Provincial Government expects bidders/suppliers to be protective of government's reputation, and ensure that neither they, nor any of their partners or subcontractors, bring government to disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in government.
- 6.4 The Gauteng Provincial Government further requires its bidders/suppliers to always adhere to ethical conduct even outside their contractual obligation with the Gauteng Provincial Government.

**7. VALUES OF THE GAUTENG PROVINCIAL GOVERNMENT**

- 7.1 The value system of the Gauteng City Region is shown below:

| <b>GAUTENG CITY REGION VALUES SYSTEM</b>                                                              |                                                                              |
|-------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| <b>CORE VALUES</b>                                                                                    | <b>ETHICAL VALUES</b>                                                        |
| Patriotism<br>Purposefulness<br>Team focused<br>Integrity<br>Accountability<br>Passionate<br>Activism | Integrity<br>Accountability<br>Dignity<br>Transparency<br>Respect<br>Honesty |

- 7.2 The Gauteng Provincial Government commits to ensure that the values system is embedded into the day-to-day operations of its institutions.

**8. COMMITMENTS OF THE GAUTENG PROVINCIAL GOVERNMENT**

The Gauteng Provincial Government commits itself to the following:

- 8.1 The GPG commits that its officials will at all times conduct themselves in accordance with Treasury Regulations 16A.8<sup>3</sup>, copy of which is attached marked Annexure A, and that:
- 8.1.1 The GPG is committed to doing business with integrity and proper regard for ethical business practices.
- 8.1.2 The GPG hereby undertakes that no official of the GPG, connected directly or indirectly with the contract will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour, or any material or immaterial benefit or any other advantage from the bidder, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 8.1.3 The GPG further confirms that its officials have not favoured any prospective bidder in any form that could afford an undue advantage to that bidder during the tendering stage and will further treat all bidders alike.

<sup>3</sup> Government Notice No. R. 225 of 2005 published under Government Gazette No. 27388 of 15 March 2005, as amended

**Part C4: Site Information**

8.1.4 The GPG will during the tender process treat all Bidder(s) with equity.

8.1.5 All officials of the GPG shall report any attempted or completed violation of clauses to the following details:

|                         | <b>Gauteng Ethics Hotline</b>                                                         | <b>National Anti-Corruption Hotline</b>                                                                                                   |
|-------------------------|---------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Toll-free number</b> | 080 1111 633                                                                          | 0800 701 701                                                                                                                              |
| <b>SMS call-back</b>    | 49017                                                                                 | N/A                                                                                                                                       |
| <b>E-mail</b>           | <a href="mailto:gpethics@behonest.co.za">gpethics@behonest.co.za</a>                  | <a href="mailto:nach@psc.gov.za">nach@psc.gov.za</a>                                                                                      |
| <b>Fax</b>              | 086 726 1681                                                                          | 0800 204 965                                                                                                                              |
| <b>Website</b>          | <a href="http://www.thehotline.co.za">www.thehotline.co.za</a>                        | <a href="http://www.publicservicecorruptionhotline.org.za">www.publicservicecorruptionhotline.org.za</a>                                  |
| <b>Post</b>             | Chief Directorate: Integrity<br>Management<br>Private Bag X61<br>Marshalltown<br>2001 | Public Service Commission<br>Private X121<br>Pretoria<br>0001                                                                             |
| <b>Walk-in</b>          | Office of the Premier<br>55 Marshall Street<br>Marshalltown<br>Johannesburg<br>2001   | Gauteng Provincial Office<br>Public Service Commission<br>Schreiner Chambers 6 <sup>th</sup> Floor<br>94 Pritchard Street<br>Johannesburg |

8.1.6 Following the report on the violation of the above clauses by the official(s), through any source, the GPG shall investigate allegations of such violations against the official or other role players and when justified:

- a) Take steps against such official and other role players (necessary disciplinary proceedings, and/or any other action as deemed fit, bar such officials from further dealings related to the contract process). In such a case, while an enquiry is being conducted by the Gauteng Provincial Government the proceedings under the contract would not be stalled.
- b) Inform the relevant Treasury of steps taken in 8.1.5(a) against such officials; and
- c) Report any conduct by such official and other role players that may constitute an offence to the South African Police Service.

## **9. COMMITMENTS OF THE BIDDERS**

The bidder commits himself/herself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his/her bid or during any pre-contract or post contract stage to secure the contract or in furtherance to secure it and commits himself/herself to the following:

**Part C4: Site Information**

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- 9.1 The bidder is committed to doing business with integrity and proper regard for ethical business practices.
- 9.2 The bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducements to any official of the Gauteng Provincial Government, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 9.3 The bidder further undertakes that he/she has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducements to an official of the Gauteng Provincial Government or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Gauteng Provincial Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Gauteng Provincial Government.
- 9.4 The bidder will not collude with other parties interested in the contract to preclude the competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 9.5 The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 9.6 The Bidder(s)/Contractor(s) will, when presenting his / her bid, disclose any and all payments he /she has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 9.7 In case of sub-contracting, the Principal Contractor shall take the responsibility of adoption of Integrity Pact by the Sub-Contractor.
- 9.8 The bidder shall report any attempted or completed violation of clauses 9.1 to 9.7 including any alleged unethical conduct to the Gauteng Ethics Hotline (details are provided at clause 8.1.4).
- 9.9 The bidder (or anyone acting on its behalf) warrants that:
  - 9.9.1 It has not been convicted by a court of law for fraud and/or corruption with respect to the procurement/tendering processes; and/or
  - 9.9.2 It has not been convicted by a court of law for theft or extortion; and/or
  - 9.9.3 It is not listed on the National Treasury's database of Restricted Suppliers or Register of Tender Defaulters.

**10. SANCTIONS FOR VIOLATION**

**Part C4: Site Information**

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- 10.1 The breach of any aforesaid provisions or providing false information by employers, including manipulation of information by evaluators, shall face administrative charges and penal actions as per the existing relevant rules and laws.
- 10.2 The breach of the Pact or providing false information by the Bidder, or any one employed by him, or acting on his behalf (whether without the knowledge of the Bidder), or acting on his/her behalf, shall be dealt with as per the provisions of the Prevention and Combating of Corrupt Activities Act (12 of 2004).
- 10.3 The Gauteng Provincial Government shall also take all or any one of the following actions, wherever required:
- To immediately call off the pre-contract negotiations without giving any compensation to the bidder. However, the proceedings with the other bidder(s) would continue.
  - To immediately cancel the contract, if already awarded/signed, without giving any compensation to the bidder.
  - To recover all sums already paid by the Gauteng Provincial Government.
  - To cancel all or any other contracts with the bidders and GPG shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value.
  - To submit the details of the bidder to the National Treasury to register on the database for tender defaulters.

**11. CONFLICT OF INTEREST**

- 11.1 A conflict of interest involves a conflict between the public duty and private interest (for favor or vengeance) of a public official, in which the public official has private interest which could improperly influence the performance of their official duties and responsibilities. Conflicts of interest would arise in a situation when any concerned members of both parties are related either directly or indirectly, or has any association or had any confrontation. Thus, conflict of interest of any tender committee must be declared in a prescribed form.
- 11.2 The bidder shall not lend or borrow any money from or enter any monetary dealings or transactions, directly or indirectly, with any member of the tender committee or officials of the Gauteng Provincial Government, and if he/she does so, the Gauteng Provincial Government shall be entitled forthwith to rescind the contract and all other contracts with the bidder.

**12. LEGAL ACTIONS**

- 12.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

**13. VALIDITY**

- 13.1 The validity of this Integrity Pact shall cover the tender process and extend until the completion of the contract to the satisfaction of both the Gauteng Provincial Government and the bidder (service provider).

**Part C4: Site Information**

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- 13.2 Should one or several provisions of the Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

**GPG INTEGRITY PACT FOR BUSINESSES**

| <b>BIDDER/SUPPLIER/SERVICE PROVIDER</b> |  |
|-----------------------------------------|--|
| <b>Signature of the CEO</b>             |  |
| <b>Full name of the CEO</b>             |  |
| <b>Tender number</b>                    |  |
| <b>Date</b>                             |  |