

**GAUTENG PROVINCE**

**INFRASTRUCTURE DEVELOPMENT**

**REPUBLIC OF SOUTH AFRICA**

**TENDER NO: DID26/02/2022**

## **PROCUREMENT DOCUMENTS**

**FOR**

**Supply, Delivery, Install and Commissioning 2 lifts & 3 dumb waiters at Chris Hani Baragwanath Hospital**

**ISSUED BY:**

Department of Infrastructure Development  
Chief Directorate Maintenance  
Private Bag X83  
Marshalltown  
2107

**ITEM** .....

**FILE** .....

**NAME OF TENDERING ENTITY:** .....

**TOTAL OF PRICES INCLUSIVE OF VALUE ADDED TAX:** R .....



**GAUTENG PROVINCE**  
INFRASTRUCTURE DEVELOPMENT  
REPUBLIC OF SOUTH AFRICA



## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>									
BID NUMBER:	DID26/02/2022	CLOSING DATE:	AS per advert	CLOSING TIME: 11:00am					
DESCRIPTION	Project title: Supply, Delivery, Installation and Commissioning of 2 Lifts & 3 Dumb Waiters at Chris Hani Baragwanath Hospital								
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>									
Department of Infrastructure Development									
Corner of Commissioner and Pixley Ka Isaka Seme									
Corner House Building Ground Floor									
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>									
CONTACT PERSON	Mojalefa Monyela		<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>						
TELEPHONE NUMBER	*0826195830		CONTACT PERSON	Tawanda Taruvinga					
FACSIMILE NUMBER			TELEPHONE NUMBER	*076 945 0942					
E-MAIL ADDRESS	<a href="mailto:Mojalefa.Monyela@gauteng.gov.za">Mojalefa.Monyela@gauteng.gov.za</a>		FACSIMILE NUMBER						
			E-MAIL ADDRESS	<a href="mailto:Tawanda.Taruvinga@gauteng.gov.za">Tawanda.Taruvinga@gauteng.gov.za</a>					
<b>SUPPLIER INFORMATION</b>									
NAME OF BIDDER									
POSTAL ADDRESS									
STREET ADDRESS									
TELEPHONE NUMBER	CODE		NUMBER						
CELLPHONE NUMBER									
FACSIMILE NUMBER	CODE		NUMBER						
E-MAIL ADDRESS									
COIDA CERTIFICATE UNIQUE NUMBER									
VAT REGISTRATION NUMBER									
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA				
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No				
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>									
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]				
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>									
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES	<input type="checkbox"/> NO				
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES	<input type="checkbox"/> NO				
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES	<input type="checkbox"/> NO				
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES	<input type="checkbox"/> NO				
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES	<input type="checkbox"/> NO				
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.									

## PART B

### TERMS AND CONDITIONS FOR BIDDING

#### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

#### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE [WWW.SARS.GOV.ZA](http://WWW.SARS.GOV.ZA).
- 2.4 BIDDERS SHOULD SUBMIT A TCS PIN TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....



### INVITATION TO TENDER

<b>Short description of requirements:</b>	Project title: Supply, Delivery, Installation and Commissioning of 2 Lifts & 3 Dumb Waiters at Chris Hani Baragwanath Hospital							
<b>Tender number:</b>	DID26/02/2022							
<b>Tender documents available from:</b> (Monday to Friday except public holidays between 8:30 and 15:00)	Department of Infrastructure Development 63 Corner House Building, Corner Commissioner and Pixley Ka Isaka Seme (Sauer Street) Marshalltown Johannesburg or Bid document may also be download from-Tender portal of National Treasury (www.treasury.gov.za)							
<b>Price of tender documents:</b>	(Bid document may also be downloaded from the eTender Publication portal at no cost)							
<b>Closing date:</b>	21/03/2022							
<b>Closing time:</b>	11:00							
<b>Address for submission of tenders:</b>	Department of Infrastructure Development (GDID Tender Box) 63 Corner House Building, Corner Commissioner and Pixley Ka Isaka Seme (Sauer Street) Marshalltown Johannesburg							
<b>Compulsory pre-bid meeting/site meeting:</b>	No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> <p>Details of the compulsory pre-bid meeting/site meeting is indicated below:  <i>N/B: Prospective bidders should be represented at the compulsory pre-bid meeting/site meeting by suitable/qualified and experienced individuals who can fully comprehend the scope and complexities of the work involved. The representative attending the compulsory site briefing may only attend on behalf of one bidding enterprise and/or Joint Venture/Consortium.</i></p> <table border="1"> <tr> <td>Meeting address:</td> <td>Chris Hani Bara Hospital, 26 Chris Hani Rd., (DID Workshop) Diepkloof 319-lq, JHB 1864</td> </tr> <tr> <td>Date of meeting:</td> <td>08/03/2022</td> </tr> <tr> <td>Time of meeting:</td> <td>10h00 a.m</td> </tr> </table>		Meeting address:	Chris Hani Bara Hospital, 26 Chris Hani Rd., (DID Workshop) Diepkloof 319-lq, JHB 1864	Date of meeting:	08/03/2022	Time of meeting:	10h00 a.m
Meeting address:	Chris Hani Bara Hospital, 26 Chris Hani Rd., (DID Workshop) Diepkloof 319-lq, JHB 1864							
Date of meeting:	08/03/2022							
Time of meeting:	10h00 a.m							
<b>PRE-QUALIFICATION CRITERIA FOR PREFERENTIAL PROCUREMENT</b>								
The Department has decided to apply pre-qualifying criteria, in terms of Preferential Procurement Regulation 4, to advance certain designated groups. Bidders who do not meet the pre-qualification criteria, will be disqualified and will not be considered for further evaluation. Only the following tenderers may respond:								
<b>Stipulated pre-qualification criteria:</b>	NB: Should the bidder submit both BBB-EE certificate and sworn affidavit with different levels, the bidder will be disqualified.	No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> <p>If "yes" only those tenderers meeting the stipulated pre-qualification criteria stipulated below will be evaluated:</p> <p>Pre-qualification criteria applicable to this tender:</p> <p><b>A tenderer having a minimum B-BBEE status level of contribution of: Level 1, or 2 only</b></p> <p>A valid SANAS accredited B-BBEE certificate or DTI sworn affidavit must be submitted with the bid (i.e. only level 1, or 2 will be considered for further evaluation) NB! Failure to submit a valid SANAS accredited B-BBEE certificate or affidavit will lead to disqualification. (Sworn affidavit must be submitted with the latest audited financial statements / Management Accounts and other information available on the latest financial year-end, not older than 18 months)</p> <p><b>Qualifying EME's or QSE's must adhere to the following:</b></p> <ol style="list-style-type: none"> <li>1. A Bidder who qualifies as an Exempted Micro Enterprises (EME's) must submit a sworn affidavit.(Sworn affidavit must be accompanied by financial statement)</li> <li>2. A Bidder who qualifies as a Qualifying Small Enterprises (QSE's) and is more than 51% black owned must submit a sworn affidavit.(Sworn affidavit must be accompanied by financial statement)</li> <li>3. Sworn affidavits submitted by bidders in support of their B-BBEE level should comply with the DTI or the CIPC format or in a similar format and must be valid.</li> <li>4. A Bidder who qualifies as a Qualifying Small Enterprises (QSE's) and is less than 51% black owned must submit a B-BBEE verification certificate issued by an Agency accredited by SANAS (South African National Accreditation System) which has to be valid. In addition, the Bidder must submit an affidavit stipulating that their annual Total Revenue was between R10,000,000.00 (Ten Million Rand) and R50,000,000.00 (Fifty Million Rand) based on their latest Financial Statements/Management Accounts and other information available thereon.</li> <li>5. Bidders who do NOT qualify as EME's and QSE's as outlined in 1 and 2 only, must submit B-BBEE verification certificates that are issued by an Agency accredited by SANAS.</li> <li>6. A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate.</li> <li>7. Public entities and tertiary institutions must also submit B-BBEE Status Level Verification Certificates together with their tenders.</li> </ol> <p>Bidders who fail to submit a valid B-BBEE Certificate or Sworn Affidavit will be regarded as non-responsive bidders and be disqualified. Sworn Affidavits and certification as a "true copy of the original", must comply with the requirements outlined in the Justices of the Peace and Commissioners of Oaths Act, No 16 of 1963 and its Regulations promulgated in Government Notice GNR 1258 of 21 July 1972 Justices of the Peace and Commissioners of Oaths Act, No. 16 of 1963.</p> <p><b>N.B Should the bidder submit both B-BBEE certificate and sworn affidavit with different B-BBEE level of contribution, the bidder will be disqualified</b></p>						

Compulsory Subcontracting requirements:	No <input checked="" type="checkbox"/>
	Yes <input type="checkbox"/>

If "yes" only those tenderers meeting the compulsory minimum subcontracting requirements of at least 30% of the value of the contract will be evaluated:

Minimum subcontracting requirements applicable to this tender:

MANDATORY/COMPULSORY TENDER REQUIREMENTS:	
Failure to submit / meet or comply with the following requirements constitute automatic disqualification of tender offer. Required items are marked with (X)	
Only tenders having a valid CIDB grade 3 SI or higher will be considered (CIDB certificate or CRS number must be provided)	X
Only tenderers that attended a compulsory site briefing meeting will be considered for evaluation (tenderers must complete and sign site attendance register)	X
Submission of completed form of offer and acceptance	X
Invitation to bid (SBD 1)	X
Pricing schedule for firm price (SBD 3.1)	X
Declaration of interest (SBD 4)	X
Preference Point Claim Form (SBD 6.1)	X
Declaration of bidder's past supply chain management practices (SBD 8)	X
Certificate of Independent Bid Determination (SBD 9)	X
Submission of valid COIDA certificates (letter of good standing)	X
Joint venture/ consortium agreement (in case of joint venture/consortium).	X

**ADMINISTRATIVE COMPLIANCE THAT WILL BE APPLICABLE TO THIS PROCUREMENT**  
Required items are marked with (X)

Submit CSD Registration Report as proof of registration with CSD (Central Supplier Database).	X
Submission of a valid Tax Compliance status PIN that will grant a third-party access to the bidder's Tax compliance status	X
Company registration documents (founding Statement - CK1 or Certificate of Incorporation - CM1, ect	X
Id copies for Directors /Shareholders/members/owners	X
Bidders must submit their CSD "MAAA" Number and SARS TCS PIN number with their bid in order that the bidder's Tax Compliance Status can be verified. Should a bidder not be Tax Compliant at the time of verification, the bidder will be notified in writing of their non-compliant tax status and be requested to remediate their tax status within seven (7) working days. Failure to provide written proof of tax status remediation, within seven (7) working days of notification, will result in the rejection of the bid submitted by the Bidder.	X

Stipulated CIDB registration requirement:		No <input type="checkbox"/>
		Yes <input checked="" type="checkbox"/>
Minimum required CIDB grading		3SI or higher
Only tenderers that meet the minimum stipulated CIDB grading will be evaluated.		

Local production and content threshold requirements:		No <input checked="" type="checkbox"/>						
		Yes <input type="checkbox"/>						
		Minimum Local production and content threshold requirement:						
		Only tenderers that meet the minimum stipulated local production and content threshold requirements will be evaluated.						
		<table border="1"> <thead> <tr> <th>Item</th> <th>Minimum threshold</th> </tr> </thead> <tbody> <tr> <td>N/A</td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> </tbody> </table>	Item	Minimum threshold	N/A			
Item	Minimum threshold							
N/A								

<b>FUNCTIONALITY EVALUATION:</b>												
Functionality will be scored out of 100 points and the minimum threshold to qualify is 70 points. Bidders who fail to meet the minimum threshold will not be considered for further evaluation.												
Functionality requirements:		Yes <input checked="" type="checkbox"/>										
		If "yes" this tender will be evaluated against functionality and only tenderers that obtain the required minimum score indicated in the Tender documents will be further evaluated.										
		Bidders must obtain a minimum of 70 points to be considered for further evaluation Total Functionality: 100 points.										
		<table border="1"> <thead> <tr> <th>Functionality Criteria</th> <th>Maximum Factor</th> </tr> </thead> <tbody> <tr> <td>Company Experience</td> <td>40</td> </tr> <tr> <td>Key Staff</td> <td>30</td> </tr> <tr> <td>Project Plan</td> <td>10</td> </tr> <tr> <td>Manufacturer's quality management system certification</td> <td>20</td> </tr> </tbody> </table>	Functionality Criteria	Maximum Factor	Company Experience	40	Key Staff	30	Project Plan	10	Manufacturer's quality management system certification	20
		Functionality Criteria	Maximum Factor									
Company Experience	40											
Key Staff	30											
Project Plan	10											
Manufacturer's quality management system certification	20											

<b>PRICE AND PREFERENCE POINT SYSTEM EVALUATION:</b>
The Department will be applying the 80/20 preference point system in accordance with Regulation 6 of the Preferential Procurement Regulations, effective from 1 April 2017.

Objective Criteria applicable to this Procurement	Objective Criteria	Applicable
	The department will conduct a thorough risk analysis of the tenderer that scored the highest points for price and B-BBEE points. If it is found during evaluation that such a supplier constitutes high risk despite adhering to functionality requirements such a bid may be disqualified. Reasons for such risk profile must be stated.	Not Applicable
	If financial information is evaluated by the Department and it finds that the supplier will not be financially able or capable to execute the contract despite information submitted in the tender documents the Department may disqualify such a tenderer.	Not Applicable

Enquiries technical:		Tawanda Taruvinga <a href="mailto:tawanda.taruvinga@gauteng.gov.za">tawanda.taruvinga@gauteng.gov.za</a>
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Enquiries general:		Mojalefa Monyela <a href="mailto:mojalefa.monyela@gauteng.gov.za">mojalefa.monyela@gauteng.gov.za</a>
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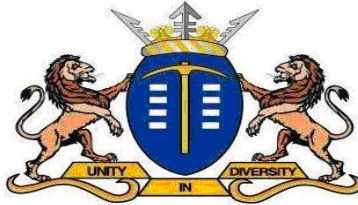


**TENDER NO. DID26/02/2022**

**Supply, Delivery, Install and Commissioning 2 lifts & 3 dumb waiters at Chris Hani Baragwanath Hospital**

## **CONTENTS**

	<b>Page/s</b>
<b>THE TENDER</b>	
<b>PART T1 : TENDERING PROCEDURES</b>	
T1.1 TENDER NOTICE AND INVITATION TO TENDER	1 pages
T1.2 TENDER DATA	8 pages
<b>PART T2 : RETURNABLE DOCUMENTS</b>	
T2.1 LIST OF RETURNABLE DOCUMENTS	1 pages
T2.2 RETURNABLE SCHEDULES	9 pages
<b>THE CONTRACT</b>	
<b>PART C1 : AGREEMENTS AND CONTRACT DATA</b>	
C1.1 FORM OF OFFER AND ACCEPTANCE	3 pages
C1.2 CONTRACT DATA	9 pages
C1.3 PERFORMANCE BOND	2 pages
<b>PART C2 : PRICING DATA</b>	
C2.1 PRICING INSTRUCTIONS	1 page
C2.2 ACTIVITY SCHEDULE	1 pages
<b>PART C3 : SCOPE OF WORK</b>	
C3.1 SCOPE OF WORK	6 pages
<b>PART C4 : SITE INFORMATION</b>	
C4.1 SITE INFORMATION	1 page
<b>PENALTIES</b>	1 page



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**TENDER NO.** DID26/02/2022

**Supply, Delivery, Install and Commissioning 2 lifts & 3 dumb waiters at Chris Hani Baragwanath Hospital**

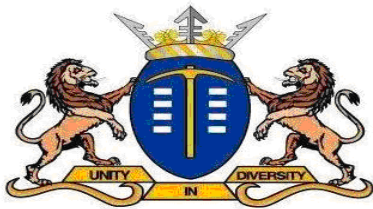
## **PART T1 : TENDERING PROCEDURES**

### **T1.1 Tender Notice and Invitation to Tender**

Supply, Delivery, Install and Commissioning 2 lifts & 3 dumb waiters at Chris Hani Baragwanath Hospital

Tenderers must refer to the **"Invitation to Tender"** as published and comply with all the requirements outlined in therein. Failure to comply with these requirements will result in bidders being disqualified





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INFRASTRUCTURE DEVELOPMENT  
REPUBLIC OF SOUTH AFRICA

**TENDER NO.** DID26/02/2022

**Supply, Delivery, Install and Commissioning 2 lifts & 3 dumb waiters at Chris Hani Baragwanath Hospital**

## **T1.2 Tender Data**

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement of August 2006 and as amended from time to time. (See [www.cidb.org.za](http://www.cidb.org.za)).

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender.

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

**The additional conditions of tender are:**

- F.2.16.3** Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.
- F.2.16.4** Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".
- F.3.13.3** Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:
- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
  - b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
  - c) has the legal capacity to enter into the contract,
  - d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
  - e) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

Clause number	Tender Data
F.1.1	The employer is the Department of Infrastructure Development Chief Directorate: Maintenance of the Gauteng Provincial Government
F.1.2	<p>The Tender Documents issued by the employer comprise the following documents:</p> <p><b>THE TENDER</b></p> <p><b>Part T1: Tendering procedures</b></p> <p>T1.1 - Tender notice and invitation to tender T1.2 - Tender data</p> <p><b>Part T2: Returnable documents</b></p> <p>T2.1 - List of returnable documents 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 C1.2 - Contract data C1.3 - Performance Bond</p> <p><b>Part C2: Pricing data</b></p> <p>C2.1 - Pricing Instructions C2.2 - Activity Schedule</p> <p><b>Part C3: Scope of work</b></p> <p>C3.1 - Scope of Work</p> <p><b>Part C4: Site information</b></p> <p>C4.1 - Site Information</p>
F1.4	<p>The employer's Agent is :</p> <p>Name: Mr. Tawanda Taruvinga Address: 4th Floor Impophoma House, 18 Rissik Street, Johannesburg Tel: 011 891 6999 or 076 945 0942 Fax: E-mail: <a href="mailto:Tawanda.Taruvinga@gauteng.gov.za">Tawanda.Taruvinga@gauteng.gov.za</a></p>
F.2.1	Only those tenderers who have in their employ management and supervisory staff satisfying the general requirements for Deliverable B1 of the CIDB Specification for Social and Economic Deliverables in Construction Works Contracts are eligible to submit tenders.
F.2.1	<p>Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 3SI or higher class of construction work, are eligible to have their tenders evaluated.</p> <p>Joint ventures / Consortia are eligible to submit tenders provided that:</p>

	<ol style="list-style-type: none"> <li>1. every member of the joint venture / consortia is registered with the CIDB;</li> <li>2. the lead partner has a contractor grading designation in the 2SI class or higher of construction work; and</li> <li>3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 3SI or higher class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.</li> </ol>
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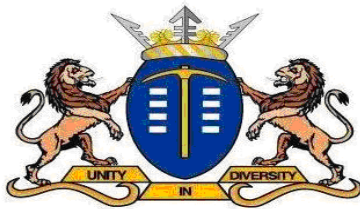
F.2.7	<p>The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.</p>
F.2.12	No alternative tender offers will be considered
F.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 copies.
F.2.13.5 F.2.15.1	<p>The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p><b>Location of tender box:</b> Corner House Building</p> <p><b>Physical address:</b> 63 Commissioner Street, Marshalltown, Johannesburg</p> <p><b>Identification details:</b> Tender reference number, Title of Tender and the closing date and time of the tender</p>

F.2.13.6 F.3.5	A two-envelope procedure will not be followed
F.2.15	The closing date and time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
F.2.15	Telegraphic, telephonic, telex, facsimile or electronic tender offers will not be accepted.
F.2.16	The tender offer validity period is 120 days
F.2.18	The tenderer shall, when requested by the Employer to do so, submit the names of all 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.
F.2.19	<p>Access shall be provided for the following inspections, tests and analysis:</p> <p>.....</p>

F.2.20	The tenderer is required to submit with his tender a letter of intent from either an insurance company duly registered in terms of the Short-Term Insurance Act of 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act of 1990 (Act 94 of 1990) undertaking to provide the Performance Bond without any alteration or amendment of the wording of the pro-forma indicated in Part T2.2 of this procurement document						
F.2.23	The tenderer is required to submit with his tender an original valid Tax Compliance Status Pin in the name of the tendering entity as issued by the South African Revenue Services						
F.3.4	Tenders will be opened on the closing date immediately after the closing time for tenders at 11:00 am.						
F.3.11	<p>The 80/20 preference point system for acquisition of goods or services for Rand value equal to or above R30 000 and up to R50 million, inclusive of all applicable taxes, will be used for the evaluation of responsive tenders in accordance with Preferential Procurement Regulation 6, effective from 01 April 2017.</p> <p>The formula outlined in Regulation 6.(1) will be used for the calculation of Price (maximum 80 points) and the table outlined in Regulation 6.(2) will be used for the calculation of B-BBEE (maximum 20 points).</p> <table border="1"> <tr> <td>(a) Price</td><td>.....80.....points</td></tr> <tr> <td>(b) B-BBEE</td><td>.....20.....points</td></tr> </table>	(a) Price	.....80.....points	(b) B-BBEE	.....20.....points		
(a) Price	.....80.....points						
(b) B-BBEE	.....20.....points						
F.3.11.3	<p>The functionality criteria and maximum score in respect of each of the criteria are as follows:</p> <table border="1"> <thead> <tr> <th>Functionality criteria</th><th>Maximum number of points</th></tr> </thead> <tbody> <tr> <td> <p>(a) <b>COMPANY EXPERIENCE</b>  <b>Demonstrated experience with respect to new lifts installations projects. Attach relevant appointment letter and its corresponding completion certificate of previously completed projects.</b></p> <ul style="list-style-type: none"> <li>• 5 or more appointment letters with corresponding completion certificates = 40 points</li> <li>• 4 appointment letters with corresponding completion certificates = 32 points</li> <li>• 3 appointment letters with corresponding completion certificates = 24 points</li> <li>• 2 appointment letters with corresponding completion certificates = 16 points</li> <li>• 1 appointment letter with corresponding completion certificate = 8 points</li> <li>• No appointment letter with corresponding completion certificate = 0 points</li> </ul> <p><b>Note: Submission of completion certificate without corresponding appointment letter will not be considered for scoring purposes, the points will be forfeited. Bidders must provide appointment letters with corresponding completion certificates on clients letterheads</b></p> </td><td>40</td></tr> <tr> <td> <p>(b) <b>KEY STAFF</b>  <b>Demonstrated experience of the lifts mechanics/technicians in relations to the lifts installations: Attach CVs and contactable references together with certified copies of relevant qualifications for at least 3 lifts mechanics/technicians. (Relevant qualifications recognised are lift mechanic/technician certificates). Only experience acquired after qualification was obtained will be considered and the average experience for the 3 lifts mechanics/technicians will be used as below:</b></p> <ul style="list-style-type: none"> <li>• 5 years or more = 30 points</li> <li>• 4 years to less than 5 years = 24 points</li> <li>• 3 years to less than 4 years = 18 points</li> <li>• 2 years to less than 3 years = 12 points</li> </ul> </td><td>30</td></tr> </tbody> </table>	Functionality criteria	Maximum number of points	<p>(a) <b>COMPANY EXPERIENCE</b>  <b>Demonstrated experience with respect to new lifts installations projects. Attach relevant appointment letter and its corresponding completion certificate of previously completed projects.</b></p> <ul style="list-style-type: none"> <li>• 5 or more appointment letters with corresponding completion certificates = 40 points</li> <li>• 4 appointment letters with corresponding completion certificates = 32 points</li> <li>• 3 appointment letters with corresponding completion certificates = 24 points</li> <li>• 2 appointment letters with corresponding completion certificates = 16 points</li> <li>• 1 appointment letter with corresponding completion certificate = 8 points</li> <li>• No appointment letter with corresponding completion certificate = 0 points</li> </ul> <p><b>Note: Submission of completion certificate without corresponding appointment letter will not be considered for scoring purposes, the points will be forfeited. Bidders must provide appointment letters with corresponding completion certificates on clients letterheads</b></p>	40	<p>(b) <b>KEY STAFF</b>  <b>Demonstrated experience of the lifts mechanics/technicians in relations to the lifts installations: Attach CVs and contactable references together with certified copies of relevant qualifications for at least 3 lifts mechanics/technicians. (Relevant qualifications recognised are lift mechanic/technician certificates). Only experience acquired after qualification was obtained will be considered and the average experience for the 3 lifts mechanics/technicians will be used as below:</b></p> <ul style="list-style-type: none"> <li>• 5 years or more = 30 points</li> <li>• 4 years to less than 5 years = 24 points</li> <li>• 3 years to less than 4 years = 18 points</li> <li>• 2 years to less than 3 years = 12 points</li> </ul>	30
Functionality criteria	Maximum number of points						
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<p>(b) <b>KEY STAFF</b>  <b>Demonstrated experience of the lifts mechanics/technicians in relations to the lifts installations: Attach CVs and contactable references together with certified copies of relevant qualifications for at least 3 lifts mechanics/technicians. (Relevant qualifications recognised are lift mechanic/technician certificates). Only experience acquired after qualification was obtained will be considered and the average experience for the 3 lifts mechanics/technicians will be used as below:</b></p> <ul style="list-style-type: none"> <li>• 5 years or more = 30 points</li> <li>• 4 years to less than 5 years = 24 points</li> <li>• 3 years to less than 4 years = 18 points</li> <li>• 2 years to less than 3 years = 12 points</li> </ul>	30						

	<ul style="list-style-type: none"> <li>• 1 year to less than 2 years = 6 points</li> <li>• Less than 1 year = 0 points</li> </ul>	
	<p><b>( c ) PROJECT IMPLEMENTATION PLAN</b>  <b>Relevant project plan with clear realistic timeframes stating the critical path of the project between site handover to completion of installations phase and hand over of units (Contract period is 7 months)</b></p> <ul style="list-style-type: none"> <li>• Distribution of resources = 5 points</li> <li>• Key tasks and project plan aligned to the duration of 7 months = 5 points</li> <li>• No project plan or project duration of more than 7 months = 0 points</li> </ul>	10
	<p><b>(d) Manufacturer's Quality Management System Certification</b></p> <ul style="list-style-type: none"> <li>• Lifts equipment manufacturer's ISO 9001 standard or SABS certification documents = 20 points</li> </ul>	20
	<b>Maximum possible score for functionality</b>	<b>100</b>
	<b>Minimum functionality score to qualify for further evaluation</b>	<b>70</b>
F3.13.1	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> <li>the tenderer submits a Tax Compliance Status Pin in the name of the tendering entity as issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations;</li> <li>the tenderer submits a letter of intent from either an insurance company duly registered in terms of the Short-Term Insurance Act of 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act of 1990 (Act 94 of 1990) undertaking to provide the Performance Bond without any alteration or amendment of the wording of the pro-forma indicated in Part T2.2 of this procurement document;</li> <li>the tenderer submits an original certificate as proof of his registration with the Construction Industry Development Board in an appropriate contractor grading designation;</li> <li>the tenderer or any of its directors/shareholders 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;</li> <li>the tenderer has not: <ol style="list-style-type: none"> <li>abused the Employer's Supply Chain Management System; or</li> <li>failed to perform on any previous contract and has been given a written notice to this effect; and</li> </ol> </li> <li>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;</li> <li>the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</li> </ol>	

	h) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.
F.3.17	The number of paper copies of the signed contract to be provided by the employer is one



**TENDER NO.** DID26/02/2022

**Supply, Delivery, Install and Commissioning 2 lifts & 3 dumb waiters at Chris Hani Baragwanath Hospital**

## **PART T2 RETURNABLE DOCUMENTS**

### **T2.1 List of Returnable Documents**

#### **1 Returnable Schedules required**

The tenderer must complete the following returnable schedules as relevant:

- Compulsory Enterprise Questionnaire
- Record of Addenda to Tender Documents
- Proposed Amendments and Qualifications
- Certificate of Authority for Joint Ventures/Consortia
- Schedule of Proposed Subcontractors
- Schedule of recently completed and current contracts

#### **2 Mandatory documents required for tender evaluation purposes**

The tenderer must complete/submit the following returnable documents:

- Only tenders having a valid CIDB grade 3 SI or higher will be considered (CIDB certificate or CRS number must be provided)
- Only tenderers that attended a compulsory site briefing meeting will be considered for evaluation (tenderers must complete and sign site attendance register)
- Submission of completed form of offer and acceptance (C1.1)
- Invitation to bid (SBD 1)
- Pricing schedule for firm price (SBD 3.1)
- Declaration of interest (SBD 4)
- Preference Point Claim Form (SBD 6.1)
- Declaration of bidder's past supply chain management practices (SBD 8)
- Certificate of Independent Bid Determination (SBD 9)
- Submission of valid COIDA certificates (letter of good standing)
- Joint venture / consortium agreement (in case of joint venture/consortium).

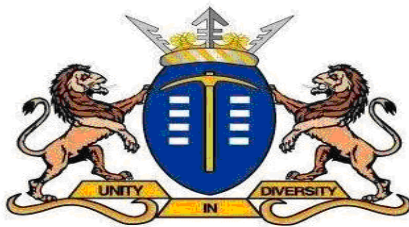
#### **3 Other documents that will be incorporated into the contract**

#### **4 C1.1 Offer portion of Form of Offer and Acceptance**

#### **5 Tender C1.2 Contract Data (Part two)**







**TENDER NO.** DID26/02/2022

**Supply, Delivery, Install and Commissioning 2 lifts & 3 dumb waiters at Chris Hani Baragwanath Hospital**

## **T2.2 Returnable Schedules**

### **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**

<b>Name*</b>	<b>Identity number*</b>	<b>Personal income tax number*</b>

\* 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: Record in the service of the state**

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- |  |   |
|--|---|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature                                | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity  |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature  |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            |   |
| <input type="checkbox"/> an official of any municipality or municipal entity                   |   |

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

\*insert separate page if necessary

#### Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- |  |   |
|--|---|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature                                |   |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity  |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            | <input type="checkbox"/> an employee of Parliament or a provincial legislature  |
| <input type="checkbox"/> an official of any municipality or municipal entity                   |   |

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

\*insert separate page if necessary

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 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;

**Tender**

**Part T2: Returnable Documents**

Page 2 of 7

**T2.2**

**Returnable Schedules**

- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Enterprise name \_\_\_\_\_



**GAUTENG PROVINCE**  
**INFRASTRUCTURE DEVELOPMENT**  
REPUBLIC OF SOUTH AFRICA

**TENDER NO.** DID26/02/2022

**Supply, Delivery, Install and Commissioning 2 lifts & 3 dumb waiters at Chris Hani Baragwanath Hospital**

**Record of Addenda to Tender Documents**

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 or Details
1		
2		
3		
4		
5		
6		
7		
8		

Attach additional pages if more space is required.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Enterprise name \_\_\_\_\_



## GAUTENG PROVINCE

INFRASTRUCTURE DEVELOPMENT  
REPUBLIC OF SOUTH AFRICA

**TENDER NO.** DID26/02/2022

**Supply, Delivery, Install and Commissioning 2 lifts & 3 dumb waiters at Chris Hani Baragwanath Hospital**

### Proposed Amendments and Qualifications

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause F.3.8.2 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Attach additional pages if more space is required

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Enterprise name \_\_\_\_\_



**GAUTENG PROVINCE**  
**INFRASTRUCTURE DEVELOPMENT**  
 REPUBLIC OF SOUTH AFRICA

**TENDER NO.** DID26/02/2022

**Supply, Delivery, Install and Commissioning 2 lifts & 3 dumb waiters at Chris Hani Baragwanath Hospital**

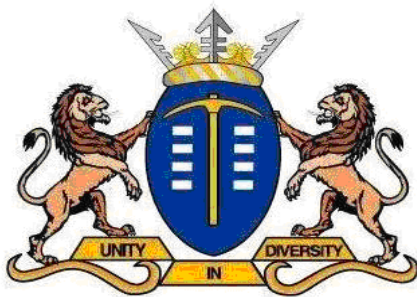
**Certificate of Authority for Joint Ventures / Consortia**

This Returnable Schedule is to be completed by joint ventures / consortia.

<p>.....</p> <p>....., authorised signatory of the company .....</p> <p>....., acting in the capacity of lead partner,</p> <p>to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.</p>		
NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner   CIDB registration number: .....		Signature ..... Name ..... Designation .....
CIDB registration number: .....		Signature ..... Name ..... Designation .....
CIDB registration number: .....		Signature ..... Name ..... Designation .....
CIDB registration number: .....		Signature ..... Name ..... Designation .....

**Tender**

**Part T2: Returnable Documents**



# GAUTENG PROVINCE

INFRASTRUCTURE DEVELOPMENT  
REPUBLIC OF SOUTH AFRICA

**TENDER NO.** DID26/02/2022

**Supply, Delivery, Install and Commissioning 2 lifts & 3 dumb waiters at Chris Hani Baragwanath Hospital**

## Schedule of Proposed Subcontractors

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

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.

Name and address of proposed Subcontractor	Description of Work to be executed by the Subcontractor	Previous experience with the Subcontractor

Attach additional pages if more space is required

Signed \_\_\_\_\_ Date \_\_\_\_\_  
 Name \_\_\_\_\_ Position \_\_\_\_\_  
 Enterprise name \_\_\_\_\_



## Infrastructure Development

Department: Infrastructure Development  
GAUTENG PROVINCE

**TENDER NO.** DID26/02/2022

**Supply, Delivery, Install and Commissioning 2 lifts & 3 dumb waiters at Chris Hani Baragwanath Hospital**

### Schedule of recently completed and current contracts

List not more than seven contracts completed in the last five years

Contract title:	Employer (name) Place (town)	Reference person		Contract Amount (R million)	Contract Period (months)	Date of Completion*
		Name	Tel			
1						
2						
3						
4						
5						
6						
7						

\*Completed means that a certificate has been issued in terms of a contract by the employer, signifying that the whole of the construction works have reached a state of readiness for occupation or use for the purposes intended, although some minor work may be outstanding.

List all current contracts not complete at the time

Project:	Employer (name) Place (town)	Reference person		Contract Amount (R million)	Contract Period (months)	Date of Commencement	Date of Completion*
		Name	Tel				



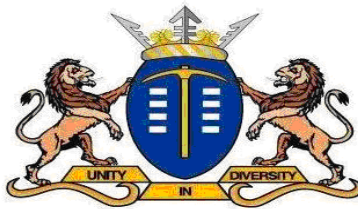
1								
2								
3								
4								
5								
6								
7								
9								
10								

\*Date when defects liability period commenced (period after completion)

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Enterprise name \_\_\_\_\_



**TENDER NO. DID26/02/2022**

**Supply, Delivery, Install and Commissioning 2 lifts & 3 dumb waiters at Chris Hani Baragwanath Hospital**

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

### **C1.1 Form of Offer and Acceptance**

#### **Offer**

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

**Supply, Delivery, Install and Commissioning 2 lifts & 3 dumb waiters at Chris Hani Baragwanath Hospital**

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

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

#### **THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:**

..... Rand (in words)  
R ..... (in figures)

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

Signature(s) .....	Date .....
Name(s) .....	.....
Capacity .....	.....
<b>for the tenderer</b> .....	.....

Name and .....	
signature .....	
of witness .....	Date .....

**Contract**

## Acceptance

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

The terms of the contract, are contained in:

Part C1: 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 Parts C1 to C4 above.

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

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's Project Manager (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 fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed copy of the original document, including the schedule of deviations (if any). Unless the tenderer (now Contractor) within five working days of the date of such receipt 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.

Signature(s) .....	Date .....
Name(s) .....	.....
Capacity .....	.....

**for the  
Employer** Department of Infrastructure Development:  
Chief Directorate: Maintenance  
4th Floor Impopoma house  
18 Rissik Street  
Johannesburg

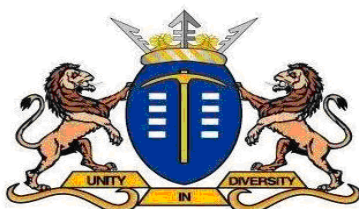
Name and signature of witness .....	Date .....
---	------------

## Schedule of Deviations

1	Subject	.....
	Details	.....
		.....
		.....
		.....
2	Subject	.....
	Details	.....
		.....
		.....
		.....
3	Subject	.....
	Details	.....
		.....
		.....
		.....
4	Subject	.....
	Details	.....
		.....
		.....
		.....
5	Subject	.....
	Details	.....
		.....
		.....
		.....

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

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



**TENDER NO.** DID26/02/2022

**Supply, Delivery, Install and Commissioning 2 lifts & 3 dumb waiters at Chris Hani Baragwanath Hospital**

## **C1.2 Contract Data**

The Conditions of Contract are the NEC3 Engineering and Construction Contract - Option A: Priced contract with activity schedule (Third edition of June 2005 with amendments June 2006 - see [www.neccontract.com/useful\\_downloads/NEC\\_Amendments\\_June\\_2006.asp](http://www.neccontract.com/useful_downloads/NEC_Amendments_June_2006.asp)) copies of which may be obtained from the South African Institution of Civil Engineering (telephone 011-805 5947) or Engineering Contract Strategies (telephone 011-803 3008).

The NEC3 Engineering and Construction Contract makes several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.

Each item of data given below is cross-referenced to the clause in the NEC3 Engineering and Construction Contract to which it mainly applies.

### **Part one: Data provided by the *Employer***

<b>Clause</b>	<b>Statements / Data</b>
<b>1</b>	<b>General</b>
	<p>The <i>conditions of contract</i> are the core clauses and the clauses for main Option A, Priced contract with activity schedule, dispute resolution Option W1 and the following Secondary Option Clauses, indicated below, of the NEC3 Engineering and Construction Contract (June 2005 with amendments).</p> <p><b>Secondary Option Clauses</b></p> <p>X1 Price adjustment for inflation</p> <p>X2 Changes in the law</p> <p>X5 Sectional Completion</p>

	<p>X7 Delay damages</p> <p>X13 Performance Bond</p> <p>X15 Limitation of the <i>Contractor's</i> liability for his design to reasonable skill and care</p> <p>X16 Retention</p> <p>X17 Low performance damages</p> <p>X18 Limitation of liability</p> <p>Z Additional conditions of contract</p>
10,1	<p>The <i>Employer</i> is The Department of Infrastructure Development: Chief Directorate Maintenance of the Gauteng Provincial Government</p> <p>Physical address: 4th Floor Impopoma house, 18 Rissik Street Johannesburg</p> <p>Postal address : Private Bag X83, Marshalltown, 2107</p> <p>Telephone:</p> <p>Facsimile:</p>
10,1	<p>The <i>Project Manager</i> is</p> <p>Name Mr. Tawanda Taruvinga</p> <p>Address 4th Floor Impophoma House, 18 Rissik Street Johannesburg</p>
10,1	<p>The <i>Supervisor</i> is</p> <p>Name Mr. Ntsako Ngonyama</p> <p>Address 4th Floor Impophoma House, 18 Rissik Street Johannesburg</p>

11.2(13)	<p>The works are .....</p> <p><i>Supply, Delivery, Install and Commissioning 2 lifts &amp; 3 dumb waiters at Chris Hani Baragwanath Hospital</i></p>
11.2(14)	<p>The following matters will be included in the Risk Register:</p> <p>.....</p>

11.2(15)	The boundaries of the site are .....						
11.2(16)	The Site Information is in Part C4: Site Information						
11.2(19)	The Works Information is in Part C3: Scope of Work						
12,2	The <i>law of the contract</i> is the law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa						
13,1	The <i>language of this contract</i> is English						
13,3	The <i>period for reply</i> is two weeks						
<b>2</b>	<b>The Contractor's main responsibilities</b>						
	No data is required for this section of the <i>conditions of contract</i>						
<b>3</b>	<b>Time</b>						
11.2(3)	The <i>completion date</i> for the whole of the works is 7 months after the <i>starting date</i> .						
11.2(9)	<p>The <i>key dates</i> and the <i>conditions</i> to be met are:</p> <table> <tr> <th>Condition to be met</th><th>Key date</th></tr> <tr> <td>1 .....</td><td>.....</td></tr> <tr> <td>2 .....</td><td>.....</td></tr> </table>	Condition to be met	Key date	1 .....	.....	2 .....	.....
Condition to be met	Key date						
1 .....	.....						
2 .....	.....						
30,1	<p>The <i>access dates</i> are</p> <table> <tr> <td><b>Whole of the Site</b></td><td>Within two weeks of the Starting date subject to the Project Manager's approval of a suitable and sufficiently documented health and safety plan</td></tr> </table>	<b>Whole of the Site</b>	Within two weeks of the Starting date subject to the Project Manager's approval of a suitable and sufficiently documented health and safety plan				
<b>Whole of the Site</b>	Within two weeks of the Starting date subject to the Project Manager's approval of a suitable and sufficiently documented health and safety plan						

31,1	The Contractor is to submit a first programme for acceptance within two weeks of the Contract Date
31,2	<i>Starting date:</i> The contractor shall, within three weeks of the written acceptance by the employer of the contractor's tender offer, deliver an acceptable performance bond and provide proof of requested insurances to the employer after which the starting date will commence upon the contractor's receipt of one fully completed signed copy of this document, including the schedule of deviations (if any) as contained in the Form of Offer and Acceptance
32,2	The <i>Contractor</i> submits revised programmes at intervals no longer than one week.
35,1	The <i>Employer</i> is not willing to take over the works before the Completion Date.
<b>4</b>	<b>Testing and Defects</b>
40,5	The <i>defects date</i> is fifty-two weeks after completion of the whole of the <i>works</i>
43.2	The <i>defect correction period</i> is four weeks

<b>5</b>	<b>Payment</b>
50,1	The <i>assessment interval</i> is four weeks
51,1	The <i>currency of this contract</i> is the South African Rand
51,2	Payments must be made withing 30 days of the receipt of a valid invoice.
51,4	The <i>interest rate</i> applicable will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999)
<b>6</b>	<b>Compensation events</b>
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are: the cumulative rainfall (mm) the number of days with rainfall more than 10 mm
	The place where weather is to be recorded (on the Site) is on the site of an identified project in close proximity to the major portion of building works
	The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at a site nearest to that of the <i>site</i> and which are available from the South African Weather Service

<b>7</b>	<b>Title</b>
	No data is required for this section of the <i>conditions of contract</i>
<b>8</b>	<b>Risks and insurance</b>
80,1	These are additional <i>Employer's</i> risks  1 ..... 2 .....
84,1	The <i>Contractor</i> provides these additional insurances:  1) A Coupon Policy for Special Risks Insurance issued by the South African Special Risks Insurance Association 2) .....
84,2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the <i>works</i> , Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) caused by activity in connection with this contract for any one event is R3,000,000.00 in respect of each claim, without limit to the number of claims



84,2	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is R2,000,000.00
84,2	The insurance against loss of or damage to the <i>works</i> , Plant and Materials is to include cover for Plant and Materials provided by the <i>Employer</i> for an amount of R2,000,000.00
<b>9</b>	<b>Termination</b>
	No data is required for this section of the <i>conditions of contract</i>
<b>10</b>	<b>Data for main option clauses</b>
<b>A</b>	<b>Priced contract with activity schedule</b>
11.2(20)	The <i>activity schedule</i> is in Part C2.2: Activity Schedule
11.2(30)	The tendered total of the Prices is in Part C1.1: Form of Offer and Acceptance

<b>11</b>	<b>Data for Option W1</b>
W1.1	The <i>Adjudicator</i> is appointed when a dispute arises
W1.2(3)	The <i>Adjudicator nominating body</i> is the South African Institution of Civil Engineering
W1.4(2)	The <i>tribunal</i> is a South African court of law
<b>12</b>	<b>Data for secondary Option clauses</b>
<b>X1</b>	<b>Price adjustment for inflation</b>
X1.1(a)	The <i>base date</i> for indices is the month during which the closing date for tenders falls
X1.2	<p>Price adjustment for inflation is in accordance with the JBCC Contract Price Adjustment Provisions CPAP Indices Application Manual as calculated and published by Stats SA and distributed through JBCC (May 2005 Edition)</p> <p>The listing of additional items for exclusion by Contractors, as contained in clause 3.4.3 of the CPAP Indices Application Manual, will only be permitted where the Schedule for Imported Material and Equipment form provided in Part T2.2 has been fully completed</p>
<b>X2</b>	<b>Changes in the law</b>
	No data is required for this Option
<b>X5, X7</b>	<b>Sectional Completion and delay damages used together</b>

X5.1	<p>The <i>completion date</i> for each <i>section</i> of the <i>works</i> is</p> <table><tr><th><i>Section</i></th><th><i>Description</i></th><th><i>Completion date</i></th></tr><tr><td>1</td><td>.....</td><td>Within ..... weeks of the Starting date</td></tr><tr><td>2</td><td>.....</td><td>Within ..... weeks of the Starting date</td></tr><tr><td>3</td><td>.....</td><td>Within ..... weeks of the Starting date</td></tr><tr><td>4</td><td>.....</td><td>Within ..... weeks of the Starting date</td></tr></table>	<i>Section</i>	<i>Description</i>	<i>Completion date</i>	1	.....	Within ..... weeks of the Starting date	2	.....	Within ..... weeks of the Starting date	3	.....	Within ..... weeks of the Starting date	4	.....	Within ..... weeks of the Starting date
<i>Section</i>	<i>Description</i>	<i>Completion date</i>														
1	.....	Within ..... weeks of the Starting date														
2	.....	Within ..... weeks of the Starting date														
3	.....	Within ..... weeks of the Starting date														
4	.....	Within ..... weeks of the Starting date														
X7.1	<p>Delay damages for each <i>section</i> of the <i>works</i> are ..... cents per R100.00 of the value of the respective section inclusive of Preliminaries and exclusive of Value-added Tax per day</p>															

<b>X7</b>	<b>Delay damages (but not if Option X5 is also used)</b>
X7	Delay damages for Completion of the whole of the <i>works</i> are 16.5 cents per R100.00 of the offered total of prices exclusive of Value-added Tax per day
<b>X13</b>	<b>Performance bond</b>
X13	The amount of the performance bond is five per cent (7.5%) of the offered total of prices inclusive of value added tax
<b>X15</b>	<b>Limitation of the <i>Contractor's</i> liability for his design to reasonable skill and care</b>
	No data is required for this Option
<b>X16</b>	<b>Retention</b>
X16.1	The <i>retention percentage</i> is 10% of such work done up to a limit of 5% of the offered total of the prices exclusive of value added tax
<b>X17</b>	<b>Low performance damages</b>
X17	<p>The low performance damage in Rands relating to the failure to attain a tendered contract participation goal in the Preferencing Schedule is calculated from the following formula:</p> $1,5 \times PP \frac{(D - Do)}{100 \times Do} \times CA$ <p>where</p> <p>D = tendered Contract Participation Goal percentage in Preferencing Schedule.  Do = the Contract Participation Goal which the Employer's representative based on the credits passed, certifies as being achieved upon completion of the Contract  PP = number of tender evaluation points granted as a preference  CA = contract amount as determined in accordance with the Works Information</p>
<b>X18</b>	<b>Limitation of liability</b>

Contract

C1.2

X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is unlimited to one event.
-------	--

X18.2	The <i>Contractor's</i> minimum amount of liability in respect of loss of or damage to property (except the <i>works</i> , Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) arising from or in connection with the <i>Contractor's</i> Providing the works for any one event is unlimited with cross liability so that the insurance applies to the Parties separately
X18.3	The <i>Contractor's</i> minimum amount of liability in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is R3 000 000.00
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to Rnil
X18.5	The <i>end of liability date</i> is 5 years after the Completion of the whole of the works
<b>Z</b>	<b><i>Additional conditions of contract</i></b>
Z1	Clause 13.1 is amended by the addition of the the following:  Communication by cellphone SMS's is not acceptable
Z2	Clause 61.3 is amended by replacing "eight weeks" with "four weeks"
Z3	<p>The <i>Contractor</i> submits his valid tax invoice and valid Tax Compliance Status Pin one week after receiving a payment certificate from the <i>Project Manager</i> in terms of clause 51.1. Where the <i>Contractor</i> does not submit his valid tax certificate and valid Tax Compliance Status Pin within the time required:</p> <ul style="list-style-type: none"> <li>• the period within which payment is made in terms of clause 51.2 and</li> <li>• the time allowed in clause 91.4</li> </ul> <p>are extended by the length of time from the date when the <i>Contractor</i> should have submitted his valid tax invoice and valid Tax Clearance Certificate to the date when he does submit it.</p>

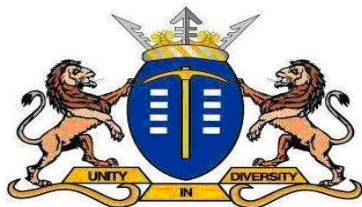
## Part two: Data provided by the *Contractor*

Note: The tendering contractor is advised to read both the NEC3 Engineering and Construction Contract (June 2005) and the relevant parts of its Guidance Notes (ECC3-GN) in order to understand the implications of this Data which the tenderer is required to complete.

Clause	Statements / Data
10,1	<p>The <i>Contractor</i> is</p> <p>Name .....</p> <p>Address .....</p> <p>Telephone: .....</p> <p>Facsimile: .....</p>
11.2(8)	The <i>direct fee percentage</i> is 0,05%
11.2(8)	The <i>subcontracted fee percentage</i> is
11.2(18)	The <i>working areas</i> are the Site and .....
24,1	<p>The key people are</p> <p><b>1</b> Name .....</p> <p>Job .....</p> <p>Responsibilities .....</p> <p>Qualifications .....</p> <p>Experience .....</p> <p><b>2</b> Name .....</p> <p>Job .....</p> <p>Responsibilities .....</p> <p>Qualifications .....</p> <p>Experience .....</p>
11.2(3)	The <i>completion date</i> for the whole of the works is 7 months after the starting date.
11.2(14)	<p>The following matters will be included in the Risk Register:</p> <p>.....</p>

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

11.2(19)	The Works Information for the <i>Contractor's</i> design is in .....															
31,1	The programme identified in the Contract Data is in .....															
	<b>Data for the Shorter Schedule of Cost Components</b>															
41 in SSCC	The percentage for people overheads is ..... %															
21 in SSCC	<p>The published list of Equipment is the last edition of the list published by the Contractor's Plant Hire Association in their publication Hire SA in Africa (Tel (011) 293 7457)</p> <p>The percentage for adjustment for Equipment in the published list is ..... 10 % (state plus or minus)</p>															
22 in SSCC	<p>The rates for other Equipment are</p> <table border="1"> <thead> <tr> <th>Equipment</th> <th>Size or capacity</th> <th>Hourly Rate</th> </tr> </thead> <tbody> <tr><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td></tr> </tbody> </table>	Equipment	Size or capacity	Hourly Rate	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Equipment	Size or capacity	Hourly Rate														
.....	.....	.....														
.....	.....	.....														
.....	.....	.....														
.....	.....	.....														
61 in SCC and SSCC	<p>The hourly rates for Defined Cost of design outside the Working Areas are</p> <table border="1"> <thead> <tr> <th>Category of Employee</th> <th>Hourly rate</th> </tr> </thead> <tbody> <tr> <td>Professional engineer or professional engineering technologists</td> <td>.....</td> </tr> <tr> <td>Technically qualified staff</td> <td>.....</td> </tr> <tr> <td>Draughts person</td> <td>.....</td> </tr> </tbody> </table>	Category of Employee	Hourly rate	Professional engineer or professional engineering technologists	.....	Technically qualified staff	.....	Draughts person	.....							
Category of Employee	Hourly rate															
Professional engineer or professional engineering technologists	.....															
Technically qualified staff	.....															
Draughts person	.....															
62 in SCC and SSCC	The percentage for design overheads is ..... %															
63 in SCC and SSCC	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are professional engineer or professional engineering technologists, technically qualified staff and draughts person															



**GAUTENG PROVINCE**  
**INFRASTRUCTURE DEVELOPMENT**  
REPUBLIC OF SOUTH AFRICA

**TENDER NO.** DID26/02/2022

**Supply, Delivery, Install and Commissioning 2 lifts & 3 dumb waiters at Chris Hani Baragwanath Hospital**

## **C1.3 Performance Bond**

Note: This proforma to be reproduced exactly as shown below on the letterhead of the Surety

Department of Infrastructure Development:  
Chief Directorate Maintenance  
15th Floor  
78 Fox Street  
MARSHALLTOWN

Date:

Dear Sirs,

Supply, Delivery, Install and Commissioning 2 lifts & 3 dumb waiters at Chris Hani Baragwanath Hospital

Department of Infrastructure Development:  
Chief Directorate Maintenance  
15th Floor  
78 Fox Street  
MARSHALLTOWN

(the *Employer*) and

Contractor Registered Name.....

Address of the contractor.....

.....

.....

Supply, Delivery, Install and Commissioning 2 lifts & 3 dumb waiters at Chris Hani Baragwanath Hospital

I/We the undersigned .....  
on behalf of the Surety .....  
of physical address .....  
.....  
.....

and duly authorised thereto do hereby bind ourselves as Surety and co-principal debtors in solidum for the due and faithful performance of all the terms and conditions of the Contract by the *Contractor* and for all losses, damages and expenses that may be suffered or incurred by the *Employer* as a result of non-performance of the Contract by the *Contractor*, subject to the following conditions:

- 1 The terms *Employer*, *Contractor*, *Project Manager*, works and Defects Certificate have the meaning as assigned to them by the *Conditions of Contract* stated in the Contract Data for the aforesaid Contract.
- 2 We renounce all benefits from the legal exceptions "Benefit of Excussion and Division", "No value received" and all other exceptions which might or could be pleaded against the validity of this bond, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted.
- 3 The *Employer* has the absolute right to arrange his affairs with the *Contractor* in any manner which the *Employer* deems fit and without being advised thereof the Surety shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Surety. Without derogating from the foregoing compromise, extension of the construction period, indulgence, release or variation of the *Contractor's* obligation shall not affect the validity of this performance bond.
- 4 This bond will lapse on the earlier of
  - the date that the Surety receives a notice from the *Project Manager* stating that the last Defects Certificate has been issued, that all amounts due from the *Contractor* as certified in terms of the contract have been received by the *Employer* and that the *Contractor* has fulfilled all his obligations under the Contract, or
  - the date that the Surety issues a replacement Performance Bond for such lesser or higher amount as may be required by the *Project Manager*.
- 5 Always provided that this bond will not lapse in the event the Surety is notified by the *Project Manager* of the *Employer's* intention to institute claims and the particulars thereof, in which event this bond shall remain in force until all such claims are paid and settled.
- 6 The amount of the bond shall be payable to the *Employer* upon the *Employer's* demand and no later than 7 days following the submission to the Surety of a certificate signed by the *Project Manager* stating the amount of the *Employer's* losses, damages and expenses incurred as a result of the non-performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the *Employer's* loss, damage and expense
- 7 Our total liability hereunder shall not exceed the sum of:  

(say) \_\_\_\_\_ Rand (in words)

R \_\_\_\_\_ (in figures)
- 8 This Performance Bond is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa, subject to the jurisdiction of the courts of the Republic of South Africa.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 200 \_\_\_\_\_

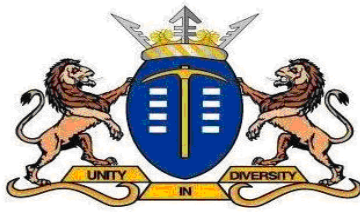
Signature(s) \_\_\_\_\_

Name(s) (printed) \_\_\_\_\_

Position in Surety company \_\_\_\_\_

Signature of Witness(s) \_\_\_\_\_

Name(s) (printed) \_\_\_\_\_



**GAUTENG PROVINCE**  
INFRASTRUCTURE DEVELOPMENT  
REPUBLIC OF SOUTH AFRICA

**TENDER NO.** DID26/02/2022

**Supply, Delivery, Install and Commissioning 2 lifts & 3 dumb waiters at Chris Hani Baragwanath Hospital**

## **PART C2 : PRICING DATA**

### **C2.1 Pricing Instructions**

- 1 The contractor must plan the work in this contract as a set of activities. The activities should be the same activities as indicated in the programme.
- 2 The activities are to be described and indicated in Part C2.2 and a lump sum price for each activity is to be entered in the Price column.
- 3 The contractor is to take note that payment is made for each activity only when the activity is completed.
- 4 Changes (if any) to the Prices are made in accordance with the Conditions of Contract.





**TENDER NO.** DID26/02/2022

**Supply, Delivery, Install and Commissioning 2 lifts & 3 dumb waiters at Chris Hani Baragwanath Hospital**

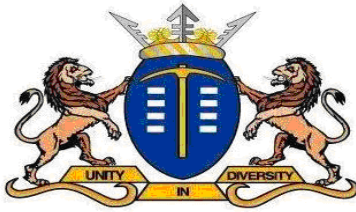
## **C2.2 Activity Schedule**

The tenderer must plan the work as a set of activities which should be described and indicated as a lump sum price for each activity and entered in the Activity Schedule below.

The tenderer is requested to furnish the following particulars, attach additional page/s if more space is required:

### **Activity Schedule**

<b>Item</b>	<b>Activity description</b>	<b>Price</b>
1	Decommissioning of the existing 2 x lifts & 3 dumb waiters	
2	Supply and deliver to site material for 2 x lifts & 3 dumb waiters	
3	Installation and commissioning of 2 x lifts & 3 dumb waiters	
4	2 (two) year maintenance contract for 2 x lifts & 3 dumb waiters	
<b>Sub total</b>		
<b>Value Added Tax at 15%</b>		
<b>Total of prices carried to form of Offer and Acceptance in Part C1.1</b>		



**TENDER NO.** DID26/02/2022

**Supply, Delivery, Install and Commissioning 2 lifts & 3 dumb waiters at Chris Hani Baragwanath Hospital**

## **PART C3 SCOPE OF WORK**

### **C3.1 Scope of Work**

#### **1 DESCRIPTION OF THE WORKS**

**Supply, Delivery, Install and Commissioning 2 lifts & 3 dumb waiters at Chris Hani Baragwanath Hospital**

#### **2 ENGINEERING**

##### **2,1 Design services**

No drawings will be issued in this contract

##### **2,2 Contractor's design**

The Contractor is responsible for the design of the elevators and their compatibility with the permanent works. Existing elevators dimensions should not be altered unless given approval to alter.

#### **3 CONSTRUCTION**

##### **3,1 Works specification**

The works specifications that are applicable to the works are marked with a cross hereunder in the relevant box(es). The specifications are obtainable on request from the Employer.

Architectural, Structural and Civil

<input checked="" type="checkbox"/>	General Specification for Material and Methods to be used for Building Contracts	GP/ASC
-------------------------------------	--	--------

Electrical

<input checked="" type="checkbox"/>	Standard quality specifications for Intercom Systems	GP/E1/1
<input type="checkbox"/>	Standard quality specifications for Public Address Systems	GP/E1/2
<input type="checkbox"/>	Standard quality specifications for Silent Call Systems	GP/E1/3
<input type="checkbox"/>	Standard quality specifications for Access Control Systems	GP/E2/1
<input type="checkbox"/>	Standard quality specifications for Intruder Alarm Systems	GP/E2/2
<input type="checkbox"/>	Standard quality specifications for Fire Detection Systems	GP/E2/3

	Standard quality specifications for Standby Generators	GP/E4/1
	Standard quality specifications for UPS Systems	GP/E4/2
	Standard quality specifications for Solar Power Systems	GP/E4/3
x	Standard quality specifications for General Installations	GP/E5/1
x	Standard quality specifications for Material and Equipment	GP/E5/2

#### Mechanical

	Standard quality specifications for Heating Installations	GP/M2
	Standard quality specifications for Steam and Condensate Reticulation	GP/M4
	Standard quality specifications for Medical Gas and Vacuum Systems	GP/M5
	Standard quality specifications for Air Conditioning Installations	GP/M6
	Standard quality specifications for Refrigeration Services	GP/M7

### 4.1.1 Applicable relevant SANS 2001 standards

The Contractor shall ensure that a master installation electrician is required to oversee and certify any electrical work to the works.

### 4.1.2 Applicable national and international standards

### 4.1.3 Materials, samples and shop drawings

#### *Samples of materials*

The contractor shall furnish samples of materials and specimens of finishes as may be called for by the DID representative for his approval

#### *Workmanship samples*

The supervisor may instruct the contractor to furnish samples of workmanship for his approval. Where the supervisor requires an assembly of various elements of the building or installation which is not incorporated in the works, the contractor shall arrange such an assembly at the employer's expense and the contract value shall be adjusted accordingly

#### *Shop drawings*

Only shop drawings and samples submitted for approval by the contractor shall be considered by the supervisor. The supervisor's approval of shop drawings or samples shall be limited to checking for general conformity with design and specification and shall not alter the design responsibilities in terms of the agreement. Where shop drawings are called for:

The contractor shall:

- Prepare, or ensure that a subcontractor, manufacturer, supplier or distributor prepares shop drawings at their own expense
- Submit sufficient copies of shop drawings to the supervisor for approval
- Allow the supervisor reasonable time to approve shop drawings
- Keep a record of all shop drawings submitted to the supervisor
- Ensure that shop drawings conform to the dimensions of built work
- Submit sufficient copies of the approved shop drawings to the supervisor for his use and for use on the works
- Ensure that work is not executed from shop drawings that have not been approved by the supervisor

The supervisor shall:

- Check the shop drawings submitted by the contractor timeously
- Advise the contractor where shop drawings are approved or are to be resubmitted

### 4.2.3 Instruction manuals and guarantees

The Contractor shall hand over to the project manager any operating and instruction manuals, data, product guarantees or instructions required by the project manager or provided by the manufacturers, suppliers or subcontractors

Operating and instruction manuals are to be submitted to the following employer's required format and manner:

- One master manual which contains all original certificates
- Three copies of the master manual

#### **4.2.4 Training staff of the employer**

The Contractor shall train all relevant staff of the employer in the safe operating procedures of the starting up, maintaining and shutting down of equipment supplied, all to the approval of the project manager.

#### **4.4.2 Dimensional accuracy**

The contractor shall within 4 weeks of the access date check the existing levels, lines, profiles and the like affecting the works and satisfy himself as to the dimensional accuracy of work previously executed. The contractor shall forthwith notify the supervisor

### **4,5 Site establishment**

#### **Water and Electricity**

The Employer does not warrant that any water or electricity supply that may exist is adequate for the proper execution of the works. Where such supply is inadequate, the contractor shall provide an adequate supply at his own expense

##### *Service - Water*

The Contractor shall make and upon completion remove all the necessary temporary plumbing connections to the Employer's water supply at designated points and make use of water free of charge for construction purposes only.

##### *Service - Electricity*

The Contractor shall make and upon completion remove all the necessary temporary installation to the Employer's electrical supply at designated points and make use of electricity free of charge for construction purposes only.

#### **Ablution facilities**

The Employer shall permit the Contractor usage of the existing ablution facilities. The Contractor shall maintain such facilities in a thoroughly clean and tidy condition and make good any damage thereto at his own expense.

#### **4.5.4 Other facilities and services**

#### **Water and Electricity**

The Employer does not warrant that any water or electricity supply that may exist is adequate for the proper execution of the works. Where such supply is inadequate, the contractor shall provide an adequate supply at his own expense

##### *Service - Water*

The Contractor is to provide and remove and make good upon completion all the necessary temporary plumbing connections and purchase water from the local authority for the works at his own cost.

The Contractor shall make and upon completion remove all the necessary temporary plumbing connections and water meters to the Employer's water supply at designated points and be responsible for costs associated with all water consumption.

#### *Service - Electricity*

The Contractor is to provide and remove and make good upon completion all the necessary temporary electrical connections and installations and purchase electricity from the local authority for the works at his own cost.

The Contractor shall make and upon completion remove all the necessary installation and meters to the Employer's electrical supply at designated points and be responsible for costs associated with all electricity consumption.

#### **Ablution facilities**

The Contractor is to provide, erect where directed, and remove on completion of the works ablution facilities and shall maintain such facilities in a thoroughly clean and tidy condition.

#### **Telecommunication facilities**

The Contractor shall provide the following telecommunication facilities and shall be entitled to recover usage costs from the users thereof:

- Telephone
- Facsimile
- E-mail

#### **Security of the works**

The Contractor shall take all appropriate measures for general security of their works and material on site

#### **Compliance with manufacturer's instructions**

The Contractor shall take delivery of, handle, store, use, apply and fix all products in strict accordance with the manufacturer's instructions.

#### **Protection/isolation of existing/sectionally occupied works**

The Contractor shall provide all temporary measures to protect/isolate the existing and/or sections of the occupied works and remove such measures on completion.

#### **4.5.7 Notice boards**

The Contractor shall provide, erect where directed, maintain and remove on completion of the works a notice board, size 2,44m wide and 2,89m high, according to the standard drawing available from the employer, constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick round outer edges and projecting 12mm from face of boarding and rounded on front edge. The board shall be securely fixed to hoarding, where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces.

The lettering is to be 50mm and 100mm "sans serif" in ivory white on the blue background and in 100mm "sans serif" in navy blue on the ivory white background. The inscription, in one language only, which must bear the approval of the Project Manager. No other names or notice boards may be erected without the written approval of the Project Manager.

Sketch drawings of all proposed names or notice boards must be submitted to the Project Manager for approval, before being prepared and erected on site. These sketch drawings must not only show the full content of the proposed names or notice boards, but also the position and locality in which the boards will be erected.

#### **4.5.8 Notice before covering work**

The contractor shall give adequate notice to the project manager whenever any work or material which is subject to inspection or remeasurement is to be covered or concealed in any way. In default of such a notice being received timeously by the project manager such work shall be exposed and later made good at the contractor's expense.

#### **Preventative Maintenance**

The Contractor shall:

- Visit the installation at least once per month
- Make all necessary adjustments for the correct operation of the plant
- Maintain all lubrication levels
- Clean all relevant machinery/equipment and affected plant rooms
- Record all work performed in a logbook

#### **Scheduled Services**

The Contractor shall:

- Perform all scheduled services in accordance with the operating and maintenance manuals
- Complete all maintenance schedules
- Clean all relevant machinery/equipment and affected plant rooms
- Record all services in a logbook

#### **Break Downs**

The Contractor shall:

- Attend to all call outs with due diligence
- Make good any defects due to inferior material and/or workmanship
- Clean all relevant machinery/equipment and affected plant rooms
- Record all work performed in a logbook

#### **Vandalism**

The Contractor shall:

- Attend to all call outs with due diligence
- Prove vandalised breakages
- Submit a price for repairs to the agent
- Effect repairs on receipt of instruction
- Clean all relevant machinery/equipment and affected plant rooms
- Record all work performed in a logbook

#### **Administration**

The Contractor shall:

- Submit all relevant contact details to the maintenance site foreman including the start and end dates of the maintenance period

- Supply a triplicate record type logbook for the installation to be kept in the office of the foreman
- Report to the foreman when visiting the site
- Sign off all logbook records with the foreman or his duly appointed representative
- Not shut down any part of the plant or installation without the approval of the institution management
- Convene three quarterly site meetings for the purpose of performance tracking. This meeting is to be attended by the site foreman, the employer's maintenance inspector and the agent
- Complete a site meeting record in the logbook, which must be signed by the foreman and the agent
- Submit a monthly invoice with copies of the monthly site inspection record, any service records and all relevant schedules

## **Site Meetings and Procedures**

The Project Manager and the Contractor shall hold meetings relating to the progress of the works at regular intervals and at other such times as may be necessary. The Contractor shall attend all site meetings and shall ensure that all persons under his jurisdiction are notified timeously of all site meetings should the Project Manager require their attendance at such meetings.

The indicative duties of the *Project Manager*, *Supervisor* and *Employer* are as indicated in Annexure A

The Contractor shall keep on site a set of minutes of all site meetings, daily records of resources (people and equipment employed), a site instruction book, a complete set of contract working drawings and a copy of the procurement document and make these available at all reasonable times to all persons concerned with the contract.

## **5,2 Health and safety**

### **5.2.1 Health and safety requirements**

The contractor shall be responsible for compliance with the requirements of the Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993, as a principal contractor and shall manage the health and safety aspects of the works in accordance with the requirements of Generic Specification for Occupational Health and Safety in engineering and construction works contracts contained in Annexure B.

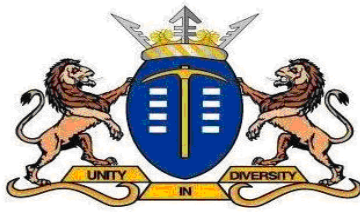
The abovementioned generic standard makes several references to the Specification Data for data, provisions and variations that make these standards applicable to this contract. The Specification Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and these standards.

The contractor shall within one week of the starting date and prior to commencing with the works, submit to the Project Manager for approval a suitable and sufficiently documented health and safety plan, based on this specification and the risk assessment that is conducted. No access to the site will be allowed to the contractor without the documented health and safety plan being submitted to and approved by the Project Manager.

Each item of Specification Data given below is cross-referenced to the clause in the standard to which it mainly applies.

### **5.2.6 Aids awareness**

The Contractor as an obligation of the contract is required to promote HIV/AIDS awareness in accordance with requirements of SANS 1921-6



**GAUTENG PROVINCE**  
INFRASTRUCTURE DEVELOPMENT  
REPUBLIC OF SOUTH AFRICA

**TENDER NO.** DID26/02/2022

**Supply, Delivery, Install and Commissioning 2 lifts & 3 dumb waiters at Chris Hani Baragwanath Hospital**

## **PART C4 : SITE INFORMATION**

### **C4.1 Site Information**

#### **C4.1 THE SITE**

*The site is at Chris Hani Baragwanath Hospital, 26 Chris Hani Rd, Diepkloof 319-lq, Johannesburg, 1864*

#### **C4.2 WORK AREA**

*All working areas are within institutions but should not interfere with day to day activities.*

#### **C4.3 ACCESS**

*Access to the sites are through security manned gates. Vehicles and individuals may be searched when accessing or exiting sites.*



**PRICING SCHEDULE – FIRM PRICES  
(PURCHASES)**

**PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of Bidder.....	Bid number.....
Closing Time 11:00 .....	Closing date.....

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
-------------	----------	-------------	--

-Required by:	.....
-At	.....
-Brand and model	.....
-Country of origin	.....
-Does the offer comply with the specification(s)?	*YES/NO
-If not to specification, indicate deviation(s)	.....
-Period required for delivery	.....
-Delivery basis:	*Firm/not firm

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

\*\* "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\*Delete if not applicable

## DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or

- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative: .....

2.2 Identity Number: .....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....

2.4 Company Registration Number: .....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers

<sup>1</sup>"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .....

Name of state institution at which you or the person connected to the bidder is employed : .....

Position occupied in the state institution: .....

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES / NO

2.7.2.1 If yes, did you attached proof of such authority to the bid document? YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....

.....

.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES / NO

2.8.1 If so, furnish particulars:

.....

.....

.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO

2.9.1 If so, furnish particulars.

.....

.....

.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? YES/NO

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members  
of the company have any interest in any other related companies  
whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:

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

**3 Full details of directors / trustees / members / shareholders.**

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

**4 DECLARATION**

I, THE UNDERSIGNED (NAME).....

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE  
GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT  
REGULATIONS 2017**

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

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

**1. GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value below R50 000 000 (all applicable taxes included).
- 1.2
- a) The value of this bid is estimated below R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
  - b) The 80/20 preference point system will be applicable to this tender
- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
  - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

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

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

**2. DEFINITIONS**

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

(d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(g) **“prices”** includes all applicable taxes less all unconditional discounts;

(h) **“proof of B-BBEE status level of contributor”** means:

- 1) B-BBEE Status level certificate issued by an authorized body or person;
- 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
- 3) Any other requirement prescribed in terms of the B-BBEE Act;

(i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 3. POINTS AWARDED FOR PRICE

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

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

**80/20**

or

$$P_s = 80 - 1 \left\{ \frac{P_t - P_{min}}{P_{min}} \right\}$$

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{min}$  = Price of lowest acceptable bid

### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

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

**5. BID DECLARATION**

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

**6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

- 6.1 B-BBEE Status Level of Contributor: ..... = .....(maximum of 20 points)  
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

- 7.1 Will any portion of the contract be sub-contracted?  
(Tick applicable box)

YES		NO	
-----	--	----	--

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....  
.....  
.....  
.....  
.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

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

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

[Tick applicable box]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

- ☐ Manufacturer  
☐ Supplier  
☐ Professional service provider  
☐ Other service providers, e.g. transporter, etc.

[Tick applicable box]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;  
ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;  
iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;  
iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
- (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation; recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

**WITNESSES**

1. ....  
2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE:



## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.

- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-

- a. abused the institution's supply chain management system;
- b. committed fraud or any other improper conduct in relation to such system; or
- c. failed to perform on any previous contract.

4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p><b>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</b></p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>

4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	<p>Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME).....  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS  
TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE  
TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....

**Signature**

.....

**Date**

.....

**Position**

.....

**Name of Bidder**

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.  
Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of
- 2 firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.

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

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

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

10. 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.

.....

Signature

.....

Date

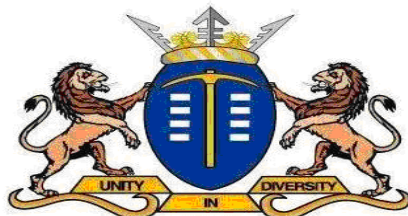
.....

Position

.....

Name of Bidder

<sup>3</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.



**GAUTENG PROVINCE**  
 INFRASTRUCTURE DEVELOPMENT  
 REPUBLIC OF SOUTH AFRICA

## PENALTIES

### CALCULATION OF PENALTY PER DAY (EXCLUDING VAT)

CONTRACT PERIOD	RATE PER R100 OF ESTIMATE
1 month	27,5 cents
1,5 months	22 cents
2 months	16,5 cents
2,5 months	13,5 cents
3 months	11 cents
3,5 months	9,5 cents
4 months	8,5 cents
4,5 months	7,5 cents
5 months	6,25 cents
6 months	5,75 cents
7 months	4,75 cents
8 months	4 cents
9 months	3,75 cents
10 months	3,5 cents
11 months	3 cents
12 months	2,75 cents
14 months	2,5 cents
15 months	2,25 cents
16 months	2 cents
18 months	1,75 cents
20 months	1,5 cents
21 months	1,5 cents
24 months	1,25 cents
30 months	1 cent
36 months	1 cent
42 months	1 cent

### PENALTY PER DAY ROUNDED OFF AS FOLLOWS:

R0	-	R500	nearest	R5
R501	-	R1 000	nearest	R10
R1 001	-	R5 000	nearest	R50
R5 001	-	and above	nearest	R100

### EXAMPLE

Estimated contract value = R2 500 000 (excluding VAT)  
 Contract period = 12 months

R2 500 000 x 0,0275

$$= \text{R}687,50/\text{day}$$

Therefore rounded off to the nearest R10.00

$$= \text{R}690,00/\text{day}$$

### **PENALTIES ON CONTRACTS IN PHASES**

Penalties must be calculated proportionally on the estimated contract value of each phase



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