



# TSHWANE AUTOMOTIVE SPECIAL ECONOMIC ZONE

AFRICA'S FIRST AUTOMOTIVE CITY

<b>REQUEST FOR PROPOSALS</b>	
<b>RFP Description:</b>	Appointment of a Competent Lift Maintenance Service Provider for a period of 36 Months
<b>RFP Number:</b>	TASEZ/RFP011/2023
<b>Closing Date:</b>	28 March 2024
<b>Closing Time:</b>	12h00
<b>RFP Validity Period:</b>	120 Working Days
<b>Compulsory Briefing:</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<b>Non-Compulsory Briefing Session Details:</b> Date: Time: Venue:
<b>TASEZ Enquiry Details:</b>	
<b>Name:</b>	SCM
<b>Contact Numbers:</b>	012 564 3174
<b>Email Address:</b>	<a href="mailto:rfqs-rfps@tasez.co.za">rfqs-rfps@tasez.co.za</a>
<b>Delivery Address:</b>	The Procurement Officer Tshwane Automotive Special Economic Zone Automotive Supplier Park 30 Helium Road Rosslyn Ext 2
<b>Special Note for Bidder:</b>	

<b>Bidders Name:</b>	
<b>Total Bid Price (All Inclusive)</b>	R

#### Controlled Disclosure

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## **1. Introduction**

- 1.1.** Africa's first automotive city, the Tshwane Automotive Special Economic Zone (TASEZ), is changing the face of South Africa's manufacturing industry, accelerating economic reform, encouraging investment in the sector and, most importantly, creating jobs. Located in the City of Tshwane, TASEZ is a multi-billion project between the Department of Trade, Industry and Competition (**the dtic**), the Gauteng Government and the City of Tshwane. This innovative and crucial special economic zone fits seamlessly into the priorities of the South African Economic Reconstruction and Recovery Plan and plays a catalytic role in extending economic participation across the Tshwane region, opening multiple opportunities for small, medium and micro enterprises (SMMEs) and co-operatives, and promoting skills development and the transferal of technological expertise in the automotive manufacturing industry.
- 1.2.** This Request for Proposals (RFP) is for the Appointment of a Competent Lift Maintenance Service Provider for 36 months.

## 2. SBD 1 Form – Invitation to Bid

### 2.1. Invitation to Bid

<b>You are Hereby Invited to Bid for Requirements of the (Name of Department/ Bidder Entity)</b>					
Bid Number:	TASEZ/RFP011/2023	Closing Date:	28 March 2024	Closing Time:	12h00
Description:	Appointment of a Competent Lift Maintenance Service Provider for a period of 36 Months				

**The Successful Bidder will be Required to Fill in and Sign a Written Contract Form (SBD7).**

Bid Response Documents May Be Deposited in the Bid Box Situated at (Street Address):

<b>Tshwane Automotive Special Economic Zone (Main Gate)</b>					
<b>Automotive Supplier Park</b>					
<b>30 Helium Road, Rosslyn Ext 2</b>					
<b>Supplier Information</b>					
Name Of Bidder					
Postal Address					
Street Address					
Telephone Number	Code		Number		
Cellphone Number	Code		Number		
Facsimile Number	Code		Number		
E-Mail Address					
Vat Registration Number					
	TCS PIN:		OR	CSD No:	
B-BBEE Status Level Verification Certificate [Tick Applicable Box]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE Status Level Affidavit	Sworn	<input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, who was the Certificate Issued by?					
An accounting officer as contemplated in the Close Corporation Act (CCA) and name the applicable in the tick box	<input type="checkbox"/>	An Accounting Officer as Contemplated in the Close Corporation Act (CCA)			
	<input type="checkbox"/>	A Verification Agency Accredited by the South African Accreditation System (SANAS)			
	<input type="checkbox"/>	A Registered Auditor Name:			
<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  [If Yes Enclose Proof]	Are you a Foreign Based Supplier for the Goods / Services / Works Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If Yes Answer Part B:3 Below]		
<b>Signature of Bidder</b> .....		<b>Date</b> .....			
Capacity under which this Bid is Signed. (Attach Proof of Authority to Sign this Bid, e.g., Resolution of Directors, etc.)					
Total Number of Items Offered			Total Bid Price (All Inclusive)	R	
<b>Bidding Procedure Enquiries may be Directed to:</b>		<b>Technical Information may be Directed to:</b>			
Department/ Bidder Entity	SCM TASEZ	Contact Person	Lucia / Hlamulo		
Telephone Number	012 564 3174	Facsimile Number	012 564 3174		
Facsimile Number	N/A	E-Mail Address	<a href="mailto:rfps-rfps@tasez.co.za">rfps-rfps@tasez.co.za</a>		
E-Mail Address	<a href="mailto:rfps-rfps@tasez.co.za">rfps-rfps@tasez.co.za</a>				

## **2.2. Terms and Conditions for Bidding**

### **2.2.1. Proprietary Information**

2.2.1.1. TASEZ considers this tender and all related information, either written or verbal, which is provided to the respondent, to be proprietary to TASEZ. It shall be kept confidential by the respondent and its officers, employees, agents and representatives. The respondent shall not disclose, publish, or advertise this specification or related information to any third party without the prior written consent of TASEZ.

### **2.2.2. Enquiries and Communication**

2.2.2.1. All communication and attempts to solicit information of any kind relative to this tender should be in writing and directed to: Email address: [rfqs-rfps@tasez.co.za](mailto:rfqs-rfps@tasez.co.za).

2.2.2.2. Clarification questions from Bidder will be closed **Five (5) Days** before the date of closure of the RFP. Note that the last date for request for information pertaining to this tender will be on the **22<sup>nd</sup> of March 2024**.

2.2.2.3. Bidders may not contact any other TASEZ employee besides contact person mentioned on Paragraph 2.2.2.1 above on any matter pertaining to the bid from the time when bid is advertised to the time the bid is awarded. Any effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner, may result in rejection of the bid concerned.

2.2.2.4. All the documentation submitted in response to this tender must be in English.

2.2.2.5. The Bidder should check the numbers of the pages to satisfy themselves that none are missing or duplicated. No liability will be accepted by TASEZ in regard to anything arising from the fact that pages are missing or duplicated.

2.2.2.6. If the Bidder finds or reasonably believes it has found any discrepancy, ambiguity, error, or inconsistency in this RFP or any other information provided by TASEZ (other than minor clerical matters), the Bidder must promptly notify TASEZ in writing of such discrepancy, ambiguity, error or inconsistency in order to afford TASEZ an opportunity to consider what corrective action is necessary (if any).

- 2.2.2.7. Any actual discrepancy, ambiguity, error, or inconsistency in the RFP or any other information provided by TASEZ will, if possible, be corrected and provided to all Bidders without attribution to the Bidder who provided the written notice.
- 2.2.2.8. All persons (including Bidders) obtaining or receiving the RFP and any other information in connection with the RFP must keep the contents of the RFP and other such information confidential, and not disclose or use the information except as required for the purpose of developing a response to the RFP.

**2.2.3. Validity Period**

- 2.2.3.1. Responses to this tender received from suppliers will be valid for a period of **120 working days** counted from the closing date of the tender.

**2.2.4. Submission of Tenders**

- 2.2.4.1. All submissions must be marked: "For attention: Supply Chain Management" with the RFP Number included and hand delivered. The Tender Box is situated at the **Main Gate**. The address is: -

**The Procurement Officer**

**Tshwane Automotive Special Economic Zone**

**Automotive Supplier Park**

**30 Helium Road**

**Rosslyn Ext 2**

- 2.2.4.2. Bid documents shall only be considered when received on or before the closing date and time which is **28 March 2024** at **12h00**. Late proposals will not be considered. RFP documents will not be opened in Bidder; however, the results will be published on the TASEZ website.

- 2.2.4.3. Tenders should be submitted bound in a sealed envelope and Bidders are required to submit as follows:

**2.2.4.3.1. One (1) Original**

2.2.4.3.1.1. One original of the completed RFP document shall be placed in a sealed envelope marked: "**TASEZ/RFP011/2023 – Appointment of a Competent Lift Maintenance Service Provider for a period of 36 Months**". The Closing Date and Time, Company Name and the Return Address must also be endorsed on the envelope.

2.2.4.3.1.2. If a Courier Service Company is being used for delivery of the bid document, the bid description must be endorsed on the **Delivery Note / Courier Packaging** to ensure that documents are delivered into the tender box.

#### **2.2.4.3.2. Flash Disk**

2.2.4.3.2.1. A copy of the tender shall be scanned and saved in a flash disk that will resemble the original signed hardcopy. The flash disk must be secured in the file.

#### **2.2.4.3.3. Electronically Submission**

2.2.4.3.3.1. Electronic submissions are not allowed for this tender.

2.2.4.4. The bids must be in the tender box by no later than 12h00 on the 28 March 2024.

2.2.4.5. No bid received by telegram, telex, email, facsimile or similar medium will be considered. Where a tender document is not in the tender box at the time of the bid closing, such a bid document will be regarded as a late bid. Late bids will not be considered.

2.2.4.6. Amended bids may be sent, together with the original bid, in an envelope marked "Amendment to bid" and should be placed in the bid box before the closing date and time. Submission of amendment bids without also submitting an original bid document as requested will not be considered.

2.2.4.7. The bidder is responsible for all the cost that they shall incur related to the preparation and submission of the bid document.

**2.2.4.8. Bidders are required to initial each page of the RFP document on the right-hand side at the bottom of each page.**

2.2.4.9. Bidders to note that TASEZ is entitled to amend any bid conditions, validity period, specifications, or extend the closing date of bids before the closing date. All bidders, to whom the bid documents have been issued, will be advised in writing of such amendments in good time.

2.2.4.10. TASEZ reserves the right not to accept the lowest bid of any tender in part or in whole. It normally awards the contract to the bidder who proves to be fully capable of handling the contract and also financially advantageous to TASEZ.

2.2.4.11. TASEZ also reserves the right to award this bid to a purely empowerment company or may award this bid on conditions that a joint venture with an empowerment company is formed. This may be added as a request to be agreed when contracting.

2.2.4.12. TASEZ also reserves the right to award this bid as a whole or in part without furnishing reasons.

2.2.4.13. TASEZ reserves the right to, among other things, conduct unscheduled or scheduled site visit/s to satisfy itself, as to the validity of the information provided on this bid documents.

2.2.4.14. An incomplete price list shall render the bid non-responsive.

2.2.4.15. TASEZ reserves the right to review the pricing/financial proposal submitted by the bidder and make an assessment if their proposed costing is market related or not and reserves the right to negotiate or not to negotiate with the preferred bidder or any bidder as per recommendation of the BAC. The process for negotiation will be governed by the TASEZ internal SCM processes as approved and in line with Preferential Procurement Regulation of 2017.

2.2.4.16. All Conditions in the Joint Building Contracts Committee (JBCC) will apply, however Special Conditions of Contract (SCC) as outlined herein will supersede other conditions. **N/A to this bid.**

2.2.4.17. All reference to TASEZ on this bid document includes its subsidiaries who are affected by the deliverable of this bid document.

2.2.4.18. The General Condition of Contract is part of this tender document and will be incorporated as an annexure and those will be bidding to the bidder whether they are returned and submitted with the bid response or not and will remain bidding to the bidder whether initialled or not.

2.2.4.19. This bid is subject to the preferential procurement policy framework act 2000 and the preferential procurement regulations, 2017, the general conditions of contract (SLA) and, if applicable, any other legislation or special conditions of contract.

2.2.4.20. None of this bid conditions are to be changed by the bidder unless agreed in writing and approved by TASEZ.

2.2.4.21. Bidder must register on the central supplier database (CSD) to upload mandatory information namely: (Business Registration / Directorship / Membership / Identity Numbers; Tax Compliance Status; Banking Information for verification purposes). B-BBEE Certificate or Sworn Affidavit for B-BBEE must be submitted to bidding institution.

**2.2.5. Late Submission**

2.2.5.1. Late responses to the RFP will not be accepted.

2.2.5.2. All dates and times in this RFP are in accordance with the South African standard calendar and time.

2.2.5.3. Any time or date in this RFP is subject to change at TASEZ's discretion. The establishment of a time or date in this RFP does not create an obligation on the part of TASEZ to take any action or create any right in any way for any Bidder to demand that any action be taken on the date established.

2.2.5.4. The Bidder accepts that, if TASEZ extends the deadline for the RFP submission (the closing date) for any reason, the requirements of this RFP otherwise apply equally to the extended deadline.

### **2.3. SBD 2 - Tax Compliance Requirements**

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

#### **Tax Compliance Requirements**

- 2.3.1. Bidders must ensure compliance with their Tax obligations.
- 2.3.2. Bidders are required to submit their Unique Personal Identification Number (Pin) issued by SARS to enable TASEZ to verify the taxpayer's profile and tax status.
- 2.3.3. 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)
- 2.3.4. Bidders must submit a printed TCS Certificate together with the bid.
- 2.3.5. In Bids where Consortia / Joint Ventures / Sub-Contractors are involved, each party must submit a separate TCS Certificate / Pin / CSD Report.
- 2.3.6. Where no TCS Pin is available, but the Bidder is registered on the Central Supplier Database (CSD), a CSD Report must be provided.
- 2.3.7. 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."

### **2.4. Questionnaire to the Bidding Foreign Suppliers**

Is The Bidder a Resident of the Bidder of South Africa (RSA)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Does the Bidder have a Branch in the RSA?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Does the Bidder have a Permanent Establishment in the RSA?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Does the Bidder have any Source of Income in the RSA?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

If the answer is "no" to all of the above, then, it is not a requirement to obtain a Tax Compliance Status / Tax Compliance system pin code from the South African Revenue Service (SARS) and if not register as per 2.3 above.

**NB: FAILURE TO PROVIDE 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: \_\_\_\_\_

## 2.5. Compulsory Enterprise Questionnaire

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

**Section 1: Name of Enterprise:** \_\_\_\_\_

**Section 2: VAT Registration Number, if any:** \_\_\_\_\_

**Section 3: CIDB Registration Number, if any:** \_\_\_\_\_

**Section 4: Particulars of Sole Proprietors and Partners in Partnerships**

Name*	Identity number*	Personal Income Tax Number*

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

**Section 5: Particulars of Companies and Close Corporations**

Company Registration Number: \_\_\_\_\_

Close Corporation Number: \_\_\_\_\_ Tax

Reference Number: \_\_\_\_\_

**Section 6: The attached SBD 4 must be completed for each tender and be attached as a tender requirement.**

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

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order.
- ii) Confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in

terms of the Prevention and Combating of Corrupt Activities Act of 2004.

- 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 Bidder 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

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Date

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Name

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Position

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### **3. Scope of Work**

**TASEZ hereby invites proposals from suitable bidders** for the maintenance of lifts for a period of 36 Months.

#### **3.1. General Requirements**

The Lift Maintenance Service Provider shall:

- 3.1.1. Have an established record of satisfactorily maintaining lifts of the types listed in table 1, and shall possess the capability, including Competent Lift Mechanic/s, equipment, tools, systems and support infrastructure to provide all services called for by these specifications.
- 3.1.2. Examine the parts of the lifts as prescribed by the manufacturer or by an inspector: Test all the gates and door locks at each examination: Provided further that the suspension ropes of a lift shall be examined at six-monthly intervals and that the lift safety gear, over speed governor and buffers shall be tested at intervals not exceeding 12 months.
- 3.1.3. If maintenance or an examination or a test shows that a weakness or defect exists whereby persons are endangered, the lift service provider shall report the weakness or defect immediately to the Facilities Manager and the provincial director, and isolate the lift to prevent any person from being conveyed in or allowed to be conveyed in or on such lift, or to enter such access goods only lift until such defect has been rectified to the satisfaction of an inspection service provider.
- 3.1.4. Notify the provincial director and the Facilities Manager immediately in writing if a lift is found to be in operation without a valid comprehensive report issued in terms of section 6 of the Lift, Escalator and Passenger Conveyor Regulations, 2009 that is kept in the machine compartment in terms of section 8 of the same regulations.
- 3.1.5. Examine and maintain the lift at least once a month or at such intervals as may be prescribed by the manufacturer of the lifts of the following lifts installed Zone (Phases 1 and 1A).

Table 1: Descriptions of lifts

Tenant	Brand / Manufacturer	Type Passenger/Goods Hoist	Registration / Serial Number	Quantity Total
AIH (Phase 1A)	Schindler lifts	Passenger (1275 kg)	02/L 9656 2022	3
	Schindler lifts	Passenger (2000 kg)	02/L 9658 2022	
	Schindler lifts	Passenger (2000 kg)	02/L 9657 2022	
Sodecia (Phase 1)	Schindler lifts	Passenger (630 kg)	02/L 9303 2021	1
ATD (Phase 1)	Schindler lifts	Passenger (630 kg)	S3300AP MRL	1
Feltex (Phase 1A)	Johnson lifts	Passenger (225 kg)	-	2
Ford frame (Phase 1)	Xizi Lift Co	Passenger (1000 kg)	101709	1

### **3.2. Preventative Maintenance**

- 3.2.1. Unless superseded by more stringent requirements of these specifications or code of practice, all maintenance service shall conform to the following requirements:
  - 3.2.1.1. Occupational Health and Safety Act, 1993
  - 3.2.1.2. Compensation for Occupational Injuries and Diseases Act, 1993
  - 3.2.1.3. Lift, Escalator and Passenger Conveyor Regulations, 2009
  - 3.2.1.4. Electrical Installation Regulations, 2009
  - 3.2.1.5. General Machinery Regulations, 1988
  - 3.2.1.6. Construction Regulations, 2014
  - 3.2.1.7. General Safety Regulations, 2014
  - 3.2.1.8. Electrical Machinery Regulations, 2005
  - 3.2.1.9. SANS 53015: 1ED 2010 – Maintenance for Lifts and Escalators - Rules for Maintenance Instructions
  - 3.2.1.10. SANS 10360 – The Standard for Maintenance and Repair of Electric and Hydraulic Powered Lifts, Escalators and Passenger Conveyors.
  - 3.2.1.11. SANS 14798: 3ED 2009 – Lifts, Escalators and Moving Walks – Risk Assessment and Reduction Methodology.
  - 3.2.1.12. Safety, Health and Environmental Specification issued with this bid document.
- 3.2.2. Perform the minimum services as per the maintenance program schedule for each lift, once a month or at more frequent intervals when it is necessary to maintain satisfactory operation or recommended by the equipment manufacturer, following the manufacturer recommended service procedures.

- 3.2.3. Perform a complete operational check of each lift. Check starting, operating levelling and stopping parameters, including proper operation of lift car and hoist way doors. Adjust or repair equipment as required to maintain operation within manufacturers tolerances and SANS 50081 -80:2005 (EN 81-80:2003) requirements.
- 3.2.4. Check operating components requiring periodic lubrication. Lubricate as necessary, following manufactures recommendations and specifications.
- 3.2.5. Maintain machine rooms, hoist way pits, lift car tops, in clean and neat condition. Remove excess lubricant, wipe up oil leaks and prevent dust accumulation in all lift machine spaces, car tops and hoist way mechanical equipment.

### **3.3. Replacement of Parts**

- 3.3.1. All replacements shall be approved by the client before the Lift Maintenance Service Provider can proceed with the works.
- 3.3.2. The Lift Maintenance Service Provider shall demonstrate in stock warehouse availability of major and critical parts for replacement. These include but not limited to the following:
  - 3.3.2.1. Door operator components
  - 3.3.2.2. Controller parts
  - 3.3.2.3. Electronic modules
  - 3.3.2.4. Door protective devices
  - 3.3.2.5. Hangers
  - 3.3.2.6. Bearings
  - 3.3.2.7. Hoist way switches
  - 3.3.2.8. Contacts
- 3.3.3. The Lift Maintenance Service Provider shall maintain sources of supply so that other major components are available and can be delivered within three days after a written notice to proceed for repair that has been issued to the Lift Maintenance Service Provider.
- 3.3.4. If required parts are not readily available, the Lift Maintenance Service Provider shall make every effort to perform emergency repairs that will allow safe operation of the equipment within the shortest practicable time. All emergency repairs will be considered temporary and incomplete until

standard parts are procured and installed. If parts not in stock are needed, the Lift Maintenance Service Provider shall make good faith effort to obtain the parts with the least practicable delay and shall provide the Facility Manager a written schedule for delivery based on Lift Maintenance Service Provider best estimate. Replacement parts shall meet the lift original equipment manufacturers specifications in all respects.

- 3.3.5. Within the contract scope of work, the Lift Maintenance Service Provider shall provide all consumable parts, components and supplies required to maintain the equipment in service.
- 3.3.6. The Lift Maintenance Service Provider shall guarantee all replaced parts for a period of ninety (90) days. Should the replaced parts fail within the ninety (90) days period, the contractor shall replace such parts at no additional cost to TASEZ.

#### **3.4. Major Repairs**

- 3.4.1. A major repair is defined as furnishing and installing necessary major replacement parts beyond the scope of specified periodic inspection and preventative maintenance services.
- 3.4.2. After determining, as far as practicable, the extent of major repairs needed to restore defective equipment to full service, the Lift Maintenance Service Provider shall provide the Facility or Maintenance Manager with a written proposal outlining the scope of repairs, a cost estimate and time for completion. The Lift Maintenance Service Provider shall not proceed with major repairs until directed to do so in writing by the Facility Manager.

#### **3.5. Emergency Service**

- 3.5.1. To maintain lift equipment fully operational at all times, the Lift Maintenance Service Provider shall provide emergency or call out service on an as-needed basis. Such call out service shall be provided twenty-four (24) hours per day and seven days per week.
- 3.5.2. Response to a call out shall consist of providing a Competent Lift Mechanic on site within the above time frames after being notified of an lift breakdown.

#### **4. Instruction to Bidder**

##### **4.1. Price Declaration Form**

- 4.1.1. Please indicate your Final Total RFP Price including VAT here:  
R\_\_\_\_\_ (compulsory).
- 4.1.2. It is mandatory to indicate the total RFP price as requested above. This price must be the same as the total RFP price in the pricing schedule. Should the total RFP prices differ, the one indicated above shall be considered the correct price.
- 4.1.3. The following must be noted:
  - 4.1.3.1. All prices must be VAT inclusive and must be quoted in South African Rand (ZAR).
  - 4.1.3.2. All prices must be firm and fixed from the RFP closing date and for the duration of the contract.
  - 4.1.3.3. All Bidder must cost according to the costing template provided or this will lead to disqualification.
  - 4.1.3.4. The cost of delivery, labour etc. must be included in the proposal.
  - 4.1.3.5. Preference will be given to respondents who comply with the TASEZ's Procurement Policy & Procedures. Bidder Finance Management Act (PFMA) shall apply.
  - 4.1.3.6. The Bidder must have a minimum B-BBEE status level of contributor 3 or higher.
  - 4.1.3.7. As per amended construction codes, companies with less than 51% black shareholding (QSEs & Generics) are to submit a valid SANAS Accredited B-BBEE Verification Certificate (with the full applicable B-BBEE elements). QSE with at least 51% or 100% black shareholding and EMEs with an annual turnover of above R3 Million are required to submit a B-BBEE verification certificate from a SANAS accredited verification agency as they have to comply with the 40% subminimum requirement on the QSE Skills Scorecard to avoid being discounted a level. EMEs with a turnover of less than R3 Million are exempt from complying with the subminimum requirement and may submit an affidavit or a certificate issued by CIPC, confirming their ownership and annual turnover.

- 4.1.3.8. The empowerment and development objectives (30% SMME Involvement) will be controlled by implementing the procedure listed in 4.1.7 above, where the bidder in terms of the Amended B-BBEE Codes is a Generic Entity (Turnover of over R50 mil).
- 4.1.3.9. The appointed service provider shall sub-contract practitioners from previously disadvantaged groups (black, female, youth and people with disability) and/or local (within NMBM) black-owned companies (with a turnover of less than R50 mil), where scope and credentials permit.
- 4.1.3.10. Proof of registration with Treasury's Centralised Supplier Database (CSD) not older than three (3) months old.
- 4.1.3.11. TASEZ will only award the tender to a bidder who is tax compliant. The tax compliance status of the Bidder will be verified through CSD and SARS website via the provided pin. The prospective Bidder must ensure that they are Tax Compliant throughout the validity period of the bid in review.
- 4.1.3.12. Bidder will be evaluated on functionality and are expected to meet the minimum of 70% threshold in order to be evaluated further. The evaluation criteria for measuring functionality and weight of each criterion are provided in the tables below.
- 4.1.3.13. Bidder' servants are prohibited from doing any form of business with organs of state, whether in their own capacity as individuals or through companies in which they are directors. Verification will be done, and Bidder will be disqualified should they be found to be in contravention with the regulations. If the bidder has been granted permission by Treasury, the letter must be provided with the bid document.

## **4.2. Tender Returnables Requirements**

Bidder shall submit all tender returnables documents as indicated in the **Table 3** below for evaluation purposes. Failure to submit these documents by the Bidder shall be regarded as non-responsive / mandatory non-performance / non-compliance and the Bidder's submission shall be disqualified.

#### 4.2.1. Tender Returnables Requirements

Table 2: Tender Returnables Requirements to be submitted.

<b>Document that must be Submitted</b>	<b>Returnables for the RFP</b>
Company Registration Documents	The Bidder to submit their proof of registration with CIPC
Tax Pin	The Bidder must submit a valid Tax Pin
B-BBEE Certificate or Certified Copy <b>EME – Sworn Affidavit</b> <b>QSE – SANAS Accredited</b>	The Bidder must submit valid B-BBEE Certificates or Sworn Affidavits. <b>Trusts, Consortiums or Joint Ventures (including unincorporated consortia and joint ventures) must submit as follows: -</b> - Individual B-BBEE Certificate Consolidated B-BBEE Certificate for the Trust, Consortium, Joint Venture indicating the B-BBEE level for the Organisation.
<b>SBD 1 – Invitation to Bid</b>	Fully completed and signed SBD 1 form. In case of a Joint Venture / Consortium, a separate SBD 1 form in respect of each party to the JV must be completed and submitted.
Letter of Intent to enter into Joint Venture / Consortium	A letter of Intent to enter into Joint Venture / Consortium must be signed by all parties in the JV.
Letter of Authority for JV / Consortium	The Letter of Authority to sign JV / Consortium documents must be signed by all parties in the JV.
<b>SBD 4 – Declaration of Interests</b>	Complete & sign the supplied document. In case of a Joint Venture / Consortium, a separate declaration of interest form in respect of each party to the JV must be completed and submitted.
<b>SBD 6.1 – Preference Points Claim Form</b>	Preference Points Claim Form – Complete and sign the supplied document.
<b>SBD 6.2 – Local Content Declaration</b>	Bidder to submit their proposed local content declaration on SBD 6.2 as attached in the Annexures of this document.
Pricing Schedule	Completed, priced and signed pricing schedule for the solution to be implemented / Pricing Schedule clearly legible with permanent ink
Proof Insurance	Provide proof of valid insurance liability cover from an insurance company of at least R2, 000,000.00 per occurrence/incident.

Failure to submit all the requirements as above (**completed and signed including attachments**), may result in submissions being deemed null and

void and may be considered "non-responsive" and therefore not considered further.

Name of Bidder: \_\_\_\_\_.

Signature of Bibber: \_\_\_\_\_ Date: \_\_\_\_\_.

## 5. Evaluation of Bids

The bid evaluation process will consist of the following **three (3) Stages**:

### 5.1. Responsiveness Assessment

The following criteria will be used in assessing the responsiveness of bids:

#### 5.1.1. Stage 1 – Administrative Requirements Criteria

This is the assessment of compliance with the minimum Administrative Requirements as detailed in **Table 3** below. No points or score will be allocated in criteria. **Non-compliance with any of these Administrative Requirements will result in disqualification.**

Table 3: Administrative Requirements

Description	Compliant	Non-Compliant
1) CIPC Registration Documents		
2) <u>Valid</u> Tax Clearance Certificate / Tax Pin		
3) <u>Valid</u> CSD report (Not older than three (3) months)		
4) <u>Valid</u> Letter of Good Standing issued by the Department of Labour or RMA.		
5) <u>Valid</u> B-BBEE Certificate - <b>Sworn Affidavit for EME</b> - <b>SANAS Accredited for QSE (TASEZ to verify with SANAS)</b>		
6) <u>Completed</u> and <u>Fully Signed</u> SBD 1		
7) <u>Completed</u> and <u>Fully Signed</u> SBD 4		
8) <u>Completed</u> and <u>Fully Signed</u> SBD 6.1		

#### 5.1.2. Mandatory Returnables

The Bidder shall take note of the required returnable schedules that must be fully complied with and submitted with their tender submission. It is the

responsibility of the Bidder to ensure that the information submitted is sufficient to evaluate their tender and design for the system.

**Failure to submit all mandatory requirements** will result in submissions being **deemed null and void** and shall be considered "**non-responsive**" and therefore not considered further.

Table 4: Mandatory Requirements

Description	Compliant	Non-Compliant
1. Valid Letter of Good Standing issued by the Department of Labour or RMA.		
2. SBD 4 – Declaration of Interests		
3. Provide proof of valid insurance liability cover from an insurance company of at least R2, 000,000.00 per occurrence/incident.		

### 5.1.3. **Stage 2 – Technical / Functionality Evaluation**

Only bids that comply with the indicated Mandatory Administrative Requirements will be considered for the Technical/Functional Evaluation Stage.

The Technical/Functional Evaluation criteria for this bid is indicated in tables below including the scoring system and weight allocation that will be used for the evaluation of the bids. Bidder are required to achieve a minimum of **70 points** out of **100 points** to proceed to **Stage 3** (Price and B- BBEE).

#### 5.1.3.1. **Company Experience**

Table 5: Company Experience

References Letters	No. of Letters	Points Claimed
Reference letters issued and signed by the Bidders' previous client <b>in the provision of lifts maintenance services</b> completed on the referee's company letterhead. The letters should have contact details including Telephone number of the referee.	5 References of similar completed project	20
<b>Note, Completion certificate/Award letters will not be considered.</b>	4 References of similar completed project	15
	3 References of similar completed project	10
	2 References of similar completed project	5

References Letters	No. of Letters	Points Claimed
<b><u>The references must be for the provision of lifts maintenance services.</u></b>	1 Reference of similar completed project	1
	No reference provided	0
<b>Total Points Claimable</b>		<b>20</b>

### 5.1.3.2. Key Resource Experience

Table 6: Experience of the Competent person

Personnel Experience	Level of Details	Points Claimed
The Bidder must provide a detailed cv of a Competent Lift Mechanic with experience in the maintenance of lifts. This should include role and responsibilities with 5-years work experience.	5 Years	20
	3 – 4 Years	10
	1 – 2 Years	5
	0 – Years	0
<b>Total Points Claimable</b>		<b>20</b>

### 5.1.3.3. Key Personnel Qualification

Table 7: Qualification of the Competent Person

Personnel Qualification	Level of Details	Points Claimed
The Bidder must provide a Competent Lift Mechanic has:  completed a learnership or an apprenticeship in the trade of lift mechanic who has:  a) has completed an electrical or mechanical trade qualification and has had at least one year post qualification general practical experience on lifts; or  b) has obtained a minimum of a NQF 5 electrical or mechanical engineering qualification and has had at least one year post qualification general practical experience on lifts.	Competent	30
	Not Competent	0
<b>Total Points Claimable</b>		<b>30</b>

#### **5.1.3.4. Methodology**

Table 8: Quality Management

<b>Quality management</b>	<b>Level of Details</b>	<b>Points Claimed</b>
Bidders are required to submit a methodology prescribing how:	Adequate	15
• Customer requirements are managed.	Inadequate	10
• Maintenance records are managed.	No submission	0
<b>Total Points Claimable</b>		<b>15</b>

Table 9: Health and Safety Management

<b>Health and Safety</b>	<b>Level of Details</b>	<b>Points Claimed</b>
Bidders are required to submit their emergency response plan detailing the methodology for responding to:	Adequate	15
• Response to a stuck lift with people trapped inside.	Inadequate	10
• Faulty lift	No submission	0
<b>Total Points Claimable</b>		<b>15</b>

The minimum threshold points for functionality are 70 points out of 100 points and any bidder scoring less than 70 points will not be considered for further evaluation. Bidder to address and respond to all areas of the evaluation criteria. Any bid scoring less than the Minimum required in any one or more of the above-mentioned evaluation criteria will not be evaluated further.

Any bid not covering all of the above will not be evaluated. For purpose of comparison and in order to ensure a meaningful evaluation, Service Providers are requested to furnish detailed information in substantiation of compliance to the evaluation criteria mentioned above.

#### **5.1.4. Stage 3 – Price and B-BBEE**

Bidder must fully complete the Pricing Schedule in **Table 10** below. The bid will be evaluated on the 80/20 principle. Risk assessment will be conducted on the top **three (3)** Bidder using the Bidder' audited financial statement. Bidder to submit 3 years audited financial statements.

#### **6. Duration of the Contract**

The contract shall be for a period of **36 months** with an option to renew.

#### **7. Pricing Schedule**

The bidder must complete the information set in the **Cost Schedule on Table 10 below**.

##### **7.1. Cost Schedule**

Table 10: Pricing Schedule maintenance services

Description (Complete the Rates per year utilised to calculate total billing)		No. of Lifts	No. of Services per Year per Lift	Rate per Lift	Year 1 Totals	Year 2 Totals – with annual Escalation	Year 3 Totals - with annual Escalation
Phase 1 Lifts	Monthly Service	4	8	R	R	R	R
	Quarterly service	4	4	R	R	R	R
Phase 2 Lifts	Monthly Service	5	8	R	R	R	R
	Quarterly service	5	4	R	R	R	R
Total amount excluding VAT					R	R	R
VAT @ 15%					R	R	R
Total Including VAT					R	R	R
Total for the Bid (Year 1 + Year 2 + Year 3)					R		

TOTAL OFFER (INCLUDING VAT) \_\_\_\_\_.

## **7.2. ADHOC Costs (As-and-When)**

Where applicable, the following rates shall apply for the purpose of calculating any amounts owing in terms of this Agreement:

### **7.3. Labour, Normal Time**

Normal time: 07h00 to 18h00

Competent person with assistant R ..... per hour

Additional assistant R ..... per hour

### **7.4. Labour and Overtime**

Weekdays 18h00 to 07h00

Weekends and Public Holidays

Competent person with assistant R ..... per hour

Additional assistant R ..... per hour

### **7.5. Materials per Incident:**

Material costs below R10, 000 Cost plus ..... %

Material costs between R10, 000 and R40, 000 Cost plus ..... %

Material costs above R40, 000 Cost plus ..... %

### **7.6. Breakdowns**

Breakdowns will be charged on an hourly rate as per the contract's rate and spare parts will be charged on cost plus mark-up as per Contract.

The chargeable breakdown rates will be applicable as per rates indicated above under additional costs.

It must be noted detailed costing can be provided but the above table **MUST BE COMPLETED IN FULL** for the Bid to be accepted.

Bidder Name: \_\_\_\_\_

**Price Offer for the three (3) years including VAT: R\_\_\_\_\_.**

## **8. Form of Offer and Acceptance**

<b>Project Title</b>	<b>Appointment of a Competent Lift Maintenance Service Provider for a period of 36 Months</b>
<b>RFP Number</b>	<b>TASEZ/RFP011/2023</b>

### **1. OFFER**

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

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

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

By the representative of the Bidder, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Bidder offers to perform all of the obligations and liabilities of the FMSP 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)  
(or other suitable wording).

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the Bidder before

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

Signature .....

Name .....

Capacity .....

**for the**

**Bidder**

.....

.....

(Name and Address of Organisation)

Name and Signature

of Witness ..... Date .....

## **2. ACCEPTANCE**

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

The terms of the contract, are contained in:

- i. Part 3 – Scope of work.

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

The Bidder shall within 3 weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose

details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the Bidder receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the Bidder (now FMSP) 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.<sup>1</sup>

Signature.....

Name .....

Capacity .....

**for the**

**Employer** .....

.....  
.....

(Name and address of organisation)

Name and Signature

of Witness ..... Date .....

### **3. SCHEDULE OF DEVIATIONS**

Subject: .....

Details: .....

Subject: .....

Details: .....

Subject: .....

Details: .....

Subject: .....

Details: .....

By the duly authorised representatives signing this agreement, the employer and the Bidder 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 Bidder 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/ quotation documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

<sup>1</sup> As an alternative, the following wording may be used:

Notwithstanding anything contained herein, this agreement comes into effect two working days after the submission by the employer of one fully completed original copy of this document including the schedule of deviations (if any), to a courier-to-

counter delivery / counter-to-counter delivery / door-to-counter delivery /door-to-door delivery /courier service (delete that

which is not applicable), provided that the employer notifies the Bidder of the tracking number within 24 hours of such submission. Unless the Bidder (now FMSP) within seven working days of the date of such submission notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties

## **9. Record of Addendum to the Bid Documents**

<b>Project Title</b>	<b>Appointment of a Competent Lift Maintenance Service Provider for a period of 36 Months</b>		
<b>RFP Number</b>	<b>TASEZ/RFP011/2023</b>		
I / We confirm that the following communications received from the TASEZ before the submission of this tender offer, amending the tender documents, have been taken into account in this bid offer: (Attach additional pages if more space is required)			
<b>Item</b>	<b>Date</b>	<b>Title or Details</b>	<b>No. of Pages</b>
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Attach additional pages if more space is required.

Signed: .....

Date: .....

Name: .....

Position: .....

Bidder: .....

## **10. 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 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

<b>Project Title</b>	<b>Appointment of a Competent Lift Maintenance Service Provider for a period of 36 Months</b>
<b>RFP Number</b>	<b>TASEZ/RFP011/2023</b>

<b>Page</b>	<b>Clause /Item</b>	<b>Proposal</b>
<b>The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct</b>		

Attach additional pages if more space is required.

Signed: .....

Date: .....

Name: .....

Position: .....

Bidder: .....

## **11. Resolution for Signatory**

### **CERTIFICATE OF AUTHORITY FOR SIGNATORY**

Signatory for companies shall confirm their authority hereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form or on company letter head.

An example is given below:

"By resolution of the board of directors passed at a meeting held on \_\_\_\_\_.  
Mr/Ms \_\_\_\_\_, whose signature appears below, has been duly authorised to sign all documents in connection with the tender for Contract No. \_\_\_\_\_.

and any Contract which may arise there from on behalf of (Block Capitals)

Signed on behalf of the company: \_\_\_\_\_

In his/her capacity as: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of signatory: \_\_\_\_\_

### **WITNESSES:**

<b>Director (Names)</b>		Signature	

If you cannot complete this form, attach a separate sheet (in a company letter head, project specific and signed by all directors):

## **12. Certificate of Authority for Joint Ventures**

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise

Mr / Ms. ..... , authorised  
signatory of the company

.....  
acting in the capacity of leadpartner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

<b>Project Title</b>	<b>Appointment of a Competent Lift Maintenance Service Provider for a period of 36 Months</b>	
<b>RFP Number</b>	<b>TASEZ/RFP011/2023</b>	
<b>Name of Firm</b>	<b>Address</b>	<b>Duly Authorised Signatory</b>
<b>Lead Partner:</b>		Signature: ..... Name: ..... Designation: .....
Partner:		Signature: ..... Name: ..... Designation: .....
Partner:		Signature: ..... Name: ..... Designation: .....
Partner:		Signature: ..... Name: ..... Designation: .....

Attach additional pages if more space is required.

Signed: ..... Date: .....

Name: ..... Position: .....

Bidder: .....

### **13. Schedule of Proposed Sub-Contractors**

<b>Project Title</b>	<b>Appointment of a Competent Lift Maintenance Service Provider for a period of 36 Months</b>
<b>RFP Number</b>	<b>TASEZ/RFP011/2023</b>
We notify you that it is our intention to employ the following Sub-Contractors for work in this contract. The Sub-Contractors will all be CIDB registered and their CIDB Registration number shall be submitted below. This should also be declared on <b>SBD 6.1 form</b> .	
If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Sub-Contractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.	
We confirm that all Sub-Contractors who are or to be contracted are registered on Central Supplier Database (CSD).	

<b>No.</b>	<b>Name and Address of the Proposed Sub-Contractor</b>	<b>Nature and Extent of Work</b>	<b>Value</b>	<b>Contact details</b>
1				
2				
3				
4				

**The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct**

## **14. SBD 4 Form**

### **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 and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.
  - 2.6.2. "State" means –
    - a) any national or provincial department, national or provincial Bidder entity or constitutional institution within the meaning of the Bidder 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.

2.6.3. "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**

2.8. 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:

.....

.....

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

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

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

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

.....

.....

.....

2.10. 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**

2.10.1. If so, furnish particulars:

.....

.....

.....

2.11. 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**

2.11.1. If so, furnish particulars.

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

2.12. 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**

2.12.1. If so, furnish particulars.

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

2.13. 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?

2.13.1. If so, furnish particulars:

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

Table 11: Full details of Directors / Trustees / Members / Shareholders.

<b>Full Name</b>	<b>Identity Number</b>	<b>Personal Tax Reference Number</b>	<b>State Employee Number / Personal Number</b>

### **3. 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

## 15. SBD 6.1 Form

### 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, BIDDER MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B- BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

#### 1. General Conditions

- 1.1. The following preference point systems are applicable to all bids:
  - 1.1.1. the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - 1.1.2. the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2. Price and B-BBEE Points
  - 1.2.1. If the value of this bid does not exceed **R50 000 000.00** (all applicable taxes included), the **80/20** preference point system shall be applicable; or
  - 1.2.2. If the value of this bid exceeds **R50 000 000.00** (all applicable taxes included), the **90/10** preference point system will be applicable.
- 1.3. Points for this bid shall be awarded for:
  - 1.3.1. Price; and
  - 1.3.2. B-BBEE Status Level of Contributor.
- 1.4. The maximum points for this bid are allocated as follows:

Table 12: Price and B-BBEE Points Allocations

Description	Points
Price	
B-BBEE Status Level of Contributor	
<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**

- 2.1. "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.2. "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;
- 2.3. "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;
- 2.4. "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.5. "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;
- 2.6. "functionality" means the ability of a Bidder to provide goods or services in accordance with specifications as set out in the tender documents.
- 2.7. "Prices" includes all applicable taxes less all unconditional discounts;
- 2.8. "Proof of B-BBEE status level of contributor" means:
  - 2.8.1. B-BBEE Status level certificate issued by an authorized body or person;
  - 2.8.2. A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 2.8.3. Any other requirement prescribed in terms of the B-BBEE Act;
- 2.9. "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;

2.10. "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 or 90/10 Preference Point Systems

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

80/20

or

90/10

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

$$Ps = 90 \left( 1 - \frac{Pt - P_{\min}}{P_{\min}} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

### 4. Points Awarded for B-BBEE Status Level of Contributor

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 (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
<b>Non-Compliant Contributor</b>	<b>0</b>	<b>0</b>

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:

### 5. Bid Declaration

5.1. Bidder who claims points in respect of B-BBEE Status Level of Contribution must complete the following:

**B-BBEE Status Level of Contributor Claimed in Terms of Paragraphs 5.**

5.2. B-BBEE Status Level of Contributor: \_\_\_\_ . \_\_\_\_ = \_\_\_\_\_ (maximum of 10 or 20 points)

5.3. (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**6. Sub-Contracting**

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

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

6.1.1. If yes, indicate:

6.1.1.1. What percentage of the contract will be sub-contracted **30 %**

6.1.1.2. The name of the sub-contractor .....

6.1.1.3. The B-BBEE status level of the sub-contractor .....

6.1.1.4. Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

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

<b>Designated Group: An EME or QSE which is at last 51% owned by:</b>	<b>EME</b>	<b>QSE</b>
Black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>
Black people with disabilities	<input type="checkbox"/>	<input type="checkbox"/>
Black people living in rural or underdeveloped areas or townships	<input type="checkbox"/>	<input type="checkbox"/>
Cooperative owned by black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are military veterans	<input type="checkbox"/>	<input type="checkbox"/>

<b>OR</b>		
Any EME		
Any QSE		

**7. Declaration with Regard to Company / Firm**

7.1. Name of Company / Firm: .....

7.2. VAT Registration Number: .....

7.3. Company Registration Number: .....

7.4. Type of Company / Firm

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

**[TICK APPLICABLE BOX]**

7.5. Describe Principal Business Activities

.....

.....

7.6. Company Classification

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

**[TICK APPLICABLE BOX]**

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

7.8. 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

7.9. 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

7.9.1. The information furnished is true and correct;

- 7.9.2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- 7.9.3. In the event of a contract being awarded as a result of points claimed as shown in paragraphs
- 7.9.4. 1.4 and 6.1, the FMSP may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- 7.9.5. 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
  - 
  - 7.9.5.1. disqualify the person from the bidding process;
  - 7.9.5.2. recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - 7.9.5.3. 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;
  - 7.9.5.4. recommend that the bidder or FMSP, 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
  - 7.9.5.5. forward the matter for criminal prosecution.

**Witnesses**

1.  
\_\_\_\_\_  
2.  
\_\_\_\_\_

**Signature**  
\_\_\_\_\_  
**Date:**  
\_\_\_\_\_  
**Address:**  
\_\_\_\_\_  
\_\_\_\_\_

## **16. SBD 6.2 Form**

### **DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

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

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

#### **1. General Conditions**

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9. (1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

---

1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand.

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedi.gov.za/industrial\\_development/ip.jsp](http://www.thedi.gov.za/industrial_development/ip.jsp) at no cost.**

1.6. A bid may be disqualified if –

- 1.6.1. this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- 1.6.2. the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

## **2. Definitions**

- 2.1. "bid" includes written price quotations, advertised competitive bids or proposals;
- 2.2. "bid price" price offered by the bidder, excluding value added tax (VAT);
- 2.3. "contract" means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. "designated sector" means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally

produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

- 2.5. "duly sign" means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. "imported content" means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its Sub-Contractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. "local content" means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. "stipulated minimum threshold" means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. "sub-contract" means the primary Bidder's assigning, leasing, making out work to, or employing another person to support such primary Bidder in the execution of part of a project in terms of the contract.

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

No.	Description of Service / Works / Goods	Unit (e.g., m <sup>2</sup> , m <sup>3</sup> , ton, etc.)	Qty	Stipulated Minimum Threshold
1.				
2.				
3.				
4.				
5.				
6.				
7.				

8.					
----	--	--	--	--	--

**4. Does any portion of the services, works or goods offered have any imported content?**

(Tick applicable box)

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

- 4.1. If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.
- 4.2. The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za).
- 4.3. Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

<b>Currency</b>	<b>Rates of exchange</b>
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

**5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?**

(Tick applicable box)

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

- 5.1. If yes, provide the following particulars:

- 5.1.1. Full name of auditor:.....
- 5.1.2. Practice number: .....
- 5.1.3. Telephone and cell number: .....
- 5.1.4. Email address: .....

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

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

**Local Content Declaration**

**(Refer To Annex B of SATS 1286:2011)**

**Local content declaration by Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive or Senior Member/Person with management responsibility (close corporation, partnership, or individual)**

In respect of bid no. ....

Issued BY: (Procurement Authority / Name of Institution): .....

**NB**

1) The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2) Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp). Bidder should first complete Declaration D. After completing Declaration D, Bidder should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the Bidder for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, .....  
(full names), do hereby declare, in my capacity as .....of  
.....

(name of bidder entity), the following:

a) The facts contained herein are within my own personal knowledge.

b) I have satisfied myself that:

the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and the declaration templates have been audited and certified to be correct.

c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: \_\_\_\_\_

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

WITNESS No. 1 \_\_\_\_\_

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

WITNESS No. 2 \_\_\_\_\_

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

## **7. Process When Requesting Exemption Letters**

- 7.1. For exemption requests on designated products and the minimum threshold for local content cannot be met for various reasons, Bidder must apply for exemption per tender. After checking with the industry, the dti will decide whether to grant an exemption or not.
- 7.2. In the official request (signed letter), the following information should be included:
  - 7.2.1. Procuring entity/government department/state owned company.
  - 7.2.2. Tender/bid number.
  - 7.2.3. Closing date.
  - 7.2.4. Item(s) for which the exemption is being requested for.
  - 7.2.5. Description of the goods, services or works for which the requested exemption item will be used for and the local content that can be met.
  - 7.2.6. Reason(s) for the request.
  - 7.2.7. Supporting letters from local manufacturers and suppliers.

**NB – Exemption letters are tender specific and applications are not transferrable.**

- 7.3. The turnaround time in response to exemption letters for all designated products is five working days with the exception of rail and boats/vessels which is seven working days.
- 7.4. Request for exemption letters are to be directed to:

**Dr Tebogo Makube**

**Chief Director:** Industrial Procurement

**Tel:** 012 394 3927

**E-mail:** [tmakube@thedti.gov.za](mailto:tmakube@thedti.gov.za)

- 7.5. The turnaround time in response to textile, clothing, leather and footwear exemption letters request is two working days and requests are to be directed to:

**Patricia Khumalo Tel: 012 394 1390**  
**E-mail:** [khumaloP@thedti.gov.za](mailto:khumaloP@thedti.gov.za)

## **17. Service Level Agreement**

1. Upon award TASEZ and the successful Bidder will conclude a Service Level Agreement (SLA) regulating the specific terms and conditions applicable to the services being procured by TASEZ.
2. TASEZ reserves the right to accept or reject any or all amendments or additions proposed by a Bidder if such amendments or additions are unacceptable to TASEZ or pose a risk to the organisation.

## **18. Special Conditions of this RFP**

1. Bidder to take note that the award of the RFP may be subject to price negotiation with the preferred bidder and that this bid is subject to the PP Regulations of 1 April 2017.
2. Additionally, Regulation 13 (c) of the Bidder Service Regulations 2016 determines that an employee shall not conduct business with an organ of state or be a director of a Bidder or private company conducting business with an organ of state unless such employee is in an official capacity a director of a company listed in schedule 2 and 3 of the Bidder Finance Management Act.
3. As this regulation prohibits Bidder service employees from conducting business with an organ of state; either in a personal capacity or as a director of a private or Bidder company, non-compliance with this regulation will lead to automatic disqualification of a bid.
4. The TASEZ will not pay commission to the successful bidder regardless of the subcontracting conditions.
5. The TASEZ reserves the right – without prejudice and limitations to its any other rights and privileges in law:
  - 5.1. Not to appoint a Bidder and is also not obliged to provide reasons for the rejections of any proposal;

- 5.2. To request further information from any Bidder after the closing date, for clarity purposes;
- 5.3. To carry out site inspections, product evaluations or explanatory meetings to verify the nature and quality of the services offered by the Bidder, whether before or after adjudication of the responses received;
- 5.4. To correct any mistakes at any stage of the RFP process that may have been in the RFP documents or occurred at any stage of the RFP process;
- 5.5. To award this RFP to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000);
- 5.6. To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s);
- 5.7. To accept part of a RFP rather than the whole RFP;
- 5.8. To correct any mistakes at any stage of the RFP that may have been in the RFP documents or occurred at any stage of the RFP process;
- 5.9. To cancel and/or terminate the RFP process at any stage, including after the Closing Date and/or after quotations have been evaluated and/or after the preferred bidder(s) have been notified of their status as such; and
- 5.10. Award to multiple Bidder based justifiable reasons including but not limited to the bidder's expertise, the complexity of the scope per bidder, any on the bidder's size and TASEZ's geographic consideration.

## **19. Misrepresentation During the Lifecycle of the Contract**

1. The Bidder should note that the terms of its proposal will be incorporated in the proposed contract by reference and that TASEZ relies upon the Bidder' response as a material representation in making an award to a successful Bidder and in concluding an agreement with the Bidder.
2. It follows therefore that misrepresentations in the proposal may give rise to service termination and a claim by TASEZ against the Bidder notwithstanding the conclusion of the Service Level Agreement (SLA) between TASEZ and the Bidder for the provision of the service in question.

3. In the event of a conflict between the Bidder' proposal and the SLA concluded between the parties, the SLA will prevail.

## **20. Preparation Costs**

1. The Bidder will bear all its costs in preparing, submitting, and presenting any response to this RFP and all other costs incurred by it throughout the RFP process.
2. Furthermore, no statement in this RFP will be construed as placing TASEZ or its employees under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the Bidder in the preparation of their response to this RFP.

## **21. Indemnity**

If a Bidder breaches the conditions of this RFP and, as a result of that breach, TASEZ incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the RFP process and/or enforcement of intellectual property rights or confidentiality obligations), then the Bidder indemnifies and holds TASEZ harmless from any and all such costs which TASEZ may incur and for any damages or losses TASEZ may suffer.

## **22. Precedence**

This document will prevail over any information provided whether oral or written, unless such written information provided, expressly amends this document by reference.

## **23. Limitation of Liability**

A Bidder participates in this RFP process entirely at its own risk and cost. TASEZ shall not be liable to compensate a Bidder on any grounds whatsoever for any costs incurred or any damages suffered because of the Bidder' participation in this RFP process.

## **24. Tax Compliance**

1. It is essential to ensure that persons conducting business with the State are tax compliant at the time of awarding of price proposals or competitive bids. No price quotations or competitive bids shall be awarded to businesses or persons who are not tax compliant.
2. The successful Bidder will be notified of their non-compliance statutes in writing and will have seven (7) working days to submit written proof from SARS of their tax compliance status or proof that they have made an arrangement to meet their

outstanding tax obligations. The Bidder should thereafter provide the procurement officer with proof of their tax compliance status which will be verified by the procurement office via the CSD.

3. TASEZ reserves the right to withdraw an award made, or cancel a contract concluded with a successful Bidder if it is established that such Bidder has submitted a fraudulent Tax Clearance Certificate to TASEZ, or whose verification against the Central Supplier Database (CSD) proves non-compliant.
4. TASEZ further reserves the right to cancel a contract with a successful Bidder if such Bidder do not remain tax compliant for the full term of the contract.

## **25. RFP Defaulters and Restricted Suppliers**

1. No contract shall be awarded to a Bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of RFP Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers.
2. TASEZ reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a Bidder has been blacklisted with National Treasury by another government institution.

## **26. Governing Law**

South African law governs this RFP and the RFP response process. The Bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this RFP, the RFP itself and all processes associated with the RFP.

## **27. Confidentiality**

1. Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this RFP will be disclosed by any Bidder or other person not officially involved with TASEZ's examination and evaluation.
2. No part of the RFP may be distributed, reproduced, stored, or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a response. This RFP and any other documents supplied by TASEZ remain proprietary to TASEZ and must be promptly

returned to TASEZ upon request together with all copies, electronic versions, excerpts, or summaries thereof or work derived there from.

3. Throughout this RFP process and thereafter, Bidder must secure TASEZ's written approval prior to the release of any information that pertains to the
4. potential work or activities to which this RFP relates; or
5. the process which follows this RFP.
6. Failure to adhere to this requirement may result in disqualification from the RFP process and civil action.

## **28. Legislative Frameworks of the RFP**

1. As TASEZ is established within the laws associated with all other SEZ's under the dtic's SEZ Programme, its development, management and operations have (as a minimum) to comply with the requisite and relevant provisions of the SA Constitution (41(1)h & 288), the PFMA (49(3)), Treasury Regulations (16A6.5 & 16A6.6), the FIDPM Note 3 of 2019/2020 and the IDMS. Additionally, TASEZ must comply with the following:

### **1.1. Tax Legislation**

- 1.1.1. It is a condition of this RFP that the tax matters of the successful Bidder are in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the Bidder' tax obligations.
- 1.1.2. The tax compliance status requirements are also applicable to foreign Bidder/ individuals who respond to the RFP.
- 1.1.3. It is a requirement that Bidder grant written confirmation when submitting their response that SARS may on an ongoing basis during the tenure of the contract disclose the Bidder' tax compliance status and by submitting a response to this RFP such confirmation is deemed to have been granted.
- 1.1.4. Bidder are required to be registered on the Central Supplier Database and TASEZ shall verify the Bidder' tax compliance status through the Central Supplier Database.

### **1.2. Procurement Legislation**

- 1.2.1. TASEZ has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Bidder Finance Management Act, 1999 (Act, No. 1 of 1999), the Preferential Procurement

Policy Framework Act 2000 (Act, No.5 of 2000) and the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003).

## **29. Supplier Due Diligence**

TASEZ reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

## **30. Requirements After Award**

The following process will be followed **Two Weeks (14 Days)** after contract award: -

1. Kick Off Meeting
2. Submission of the following Documents before commencement of the works
  - 2.1. SHE File as per the attached TASEZ SHE Specification
  - 2.2. Quality File
  - 2.3. Qualification of Key Personnel if changed from the bid submission.
  - 2.4. Implementation Plan.

## **Annexure A: Local Content Declaration (Annex C)**

**Annexure B: Imported Content Declaration (Annex D) – Supporting Schedule to Annex C**

**Annexure C: Local Content Declaration (Annex E)- Supporting Schedule to Annex C**

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## Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.		
(E2)	Tender description:		
(E3)	Designated products:		
(E4)	Tender Authority:		
(E5)	Tendering Entity name:		<b>Note:</b> VAT to be excluded from all calculations

(E9) Total local products (Goods, Services and Works) R 0

(E10) **Manpower costs** (Tenderer's manpower cost) R O

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.) R O

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.) **R O**

**(E13) Total local content**

**This total must correspond with Annex C -  
C24**

**Signature of tenderer from Annex B**

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Date: