

# PROCUREMENT DOCUMENTS FOR

# Supply, Delivery, Install and Commissioning 1 x lift at Rahima Moosa Hospital

ISSUED BY:	ITEM
Department of Infrastructure Development Chief Directorate Maintenance Private Bag X83 Marshalltown 2107	FILE
NAME OF TENDERING ENTITY:	
TOTAL OF PRICES INCLUSIVE OF VALUE ADDED TAX:	R





# PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)												
BID NUMBER:	ER: DID24/02/2022 CLOSING DA			ATE: AS per advert CLOSING			TIME: 11:00am					
DESCRIPTION	PTION Supply, delivery, Installation and Commissioning of 1 Lifts at Rahima Moosa Hospital											
BID RESPONSE	DOCUMENT	S MAY BE DE	EPOSITED IN	THE BID BO	OX SITUATED	AT (STREET	T ADDRESS)					
Department of In	frastructure	Developmen	nt									
Corner of Comm	issioner and	l Pixley Ka Is	aka Seme									
Corner House B	uilding Grou	nd Floor										
BIDDING PROCE	DURE ENQ	JIRIES MAY E	BE DIRECTE	то	TECHNICAL	. ENQUIRIES	MAY BE DIR	ECTED TO:				
CONTACT PERS	ON		Mojalefa Mo	nyela	CONTACT P	ERSON					Tawanda Ta	aruvinga
TELEPHONE NU	MBER		*082 619 583	,0	TELEPHONE	NUMBER					*076 945 09	42
FACSIMILE NUM	BER				FACSIMILE N	NUMBER						
E-MAIL ADDRES	S		Mojalefa.M		E-MAIL ADDI	RESS					Tawanda.	Taruvinga j.gov.za
SUPPLIER INFO	RMATION											
NAME OF BIDDE	R											
POSTAL ADDRE	SS											
STREET ADDRE	SS											
TELEPHONE NU	MBER	CODE		i		NUMBER						
CELLPHONE NU	MBER				•	<u>J</u>						
FACSIMILE NUM	BER	CODE				NUMBER						
E-MAIL ADDRES	S											
COIDA CERTIFIC												
	R SISTRATION											
NUMBER SUPPLIER COMF STATUS	PLIANCE	TAX COMPL SYSTEM PIN			0	R	CENTRAL S		MAAA			
		TICK	APPLICABLE	BOX]						[TICK	APPLICABL	E BOX]
B-BBEE STATUS VERIFICATION CERTIFICATE	LEVEL	Yes		No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT			Yes		No		
[A B-BBEE STA				IFICATE/ S	WORN AFFI	IDAVIT (FOI	R EMES & C	QSEs) MUS	ST BE SUE	BMITTED IN	ORDER T	O QUALIFY
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?  ARE YOU THE Yes No [IF YES ENCLOSE PROOF]		OERTICEO ITTEREST			SWER THE NAIRE BELO	No W]						
QUESTIONNAIR	E TO BIDDIN	G FOREIGN	SUPPLIERS									
IS THE ENTITY A	RESIDENT	OF THE REP	UBLIC OF SC	UTH AFRICA	A (RSA)?					YES		NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?					NO							
OOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				NO								
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?								YES		NO		
IS THE ENTITY L	IABLE IN TH	E RSA FOR A	ANY FORM OF	F TAXATION	?					YES		NO
F 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.
	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 7, 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.
	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO RIFY 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.
2.4	BIDDERS SHOULD SUBMIT A TCS PIN TOGETHER WITH THE BID.
	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN D 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.
	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE 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.
SIG	NATURE OF BIDDER:
CAI	PACITY UNDER WHICH THIS BID IS SIGNED:
(Pro	pof of authority must be submitted e.g. company resolution)
DA	TE:



#### INVITATION TO TENDER

Short description of requirements:		Project Title	e: Supply, Delivery, Installation a	nd Commissioning of 1 x Lift at Rahima Moosa Hospital
Tender number:		DID24/02/	2022	
		DID24/02/	2022	
Tender documents available from: (Monday to Friday except public holidays between 8:30 and 15:00)		63 Corner I Corner Cor Johannesbi or	urg	Geme (Sauer Street) Marshalltown Fender portal of National Treasury (www.treasury.gov.za)
Price of tender documents:		(Bid docur	ment may also be downloded	from the eTender Publication portal at no cost)
Closing date:		21/03/2022		, , , , , , , , , , , , , , , , , , , ,
Closing time:		11:00		
Address for submission of tenders:		63 Corner I		GDID Tender Box) Geme (Sauer Street) Marshalltown
Compulsory pre-bid meeting/site meeting:		N/B: Prosp suitable/qu work involv	the compulsory pre-bid meeti ective bidders should be repress alified and experienced individua- ed. The representative attending erprise and/or Joint Venture/Cor ddress:	ng/site meeting is indicated below:  ntled at the compulsory pre-bid meeting/site meeting by  isk who can fully comprehend the scope and complexities of the  the compulsory site briefing may only attend on behalf of one  scortium.  Rahima Moosa: Fuel Rd Oudtshoorn Str  Coronationville  JHB 2112  07/03/2022
		Time of m	eeting:	12:30 p.m
The Department has decided to app	ualified and will not be considered for furthe	re evaluation  No  Yes X  If "yes" on  Pre-qualifi  A tenderer  A valid SAN, will be consisted to the consistency to t	In Only the following tendered to the control of th	e stipulated pre-qualification criteria stipulated below will be is tender:  Is level of contribution of: Level 1 or 2 only  Ir DTI swom affidavit must be submitted with the bid (i.e., only level 1 or 2 aliver to submit a valid SANAS accredited B-BBEE certificate or affidavit the submitted with the latest audited financial statements / variable on the latest financial year-end, not older than18 months)  the following:  o Enterprises (EME's) must submit a sworn affidavit.(Sworn affidavit Enterprises (EME's) must submit a sworn affidavit.(Sworn affidavit anaived by financial stament) port of their B-BBEE level should comply with the DTI or the CIPC  Enterprises (OSE's) and is more than 51% black owned must submit a nanive do their B-BBEE level should comply with the DTI or the CIPC  Enterprises (OSE's) and is flow the submit and locareditation sidder must submit an affidavit stipulating that their annual Total illidien Rand) and R50,000,000,000 (Fitf Million Rand) based on their unts and other information available thereon.  SSE's as outlined in 1 and 2 only, must submit 8-BBEE verification itsed by SANAS. (South Affican National Rand) based on their units and other information available thereon.  SSE's as outlined in 1 and 2 only, must submit 8-BBEE verification itsed by SANAS. (South Affican National Rand) based on their units and other information available thereon.  SSE's as outlined in 1 and 2 only, must submit 8-BBEE verification itself by SANAS. (South Affican National Rand) based on their units and other information available thereon.  SSE's as outlined in 1 and 2 only, must submit 8-BBEE verification itself by SANAS. (South Affican National Rand) based on their units and other information available thereon.  SSE's as outlined in 1 and 2 only, must submit 8-BBEE verification itself by SANAS. (South Affican National Rand) based on their units and other information available thereon.  SSE's as outlined in 1 and 2 only, must submit 8-BBEE verification itself by SSE verification itself by SSE verification its

Compulsory Subcontracting requirements:		Yes  If "yes" only those tenderers meeting the least 30% of the value of the contract with Minimum subcontracting requirements.	
MANDATORY/COMPULSORY TEN	IDER REQUIREMENTS:		
Failure to submit / meet or comply with Required items are marked with {X}	the following requirements constitute automati	c disqualification of tender offer.	
Only tenders having a valid CIDB grade 2 S CRS number must be provided)	il or higher will be considered (CIDB certificate or	х	
Only tenderers that attended a compulsory evaluation (tenderers must complete and si	site briefing meeting will be considered for gn site attendance register)	x	
Submission of completed form of offfer and	acceptance	x	
Invitation to bid (SBD 1)		х	
Pricing schedule for firm price (SBD 3.1)		Х	
Declaration of interest (SBD 4)		х	
Preference Point Claim Form (SBD 6.1)		Х	
Declaration of bidder's past supply chain ma		х	
Certificate of Independent Bid Determination		Х	
Submission of valid COIDA certificates (letter	er of good standing)	х	
Joint venture/ consortium agreement(in cas	e of joint venture/consortium).	х	
ADMINISTRATIVE COMPLIANCE Required items are marked with {2	E THAT WILL BE APPLICABLE TO THIS PROCU X)	JREMENT	
Submit CSD Registration Report as proof of registration with CSD (Central Supplier Database).		х	
Submission of a valid Tax Comp, iance status PIN that will grant a third-party access to the bidder's Tax compliance status		х	
Company registrationdocuments (founding Statement - CK1 or Certificate of incorporation - CM1, etc.		х	
ld copies for Directors /Shareholders/members/owners		х	
Bidders must submit their CSD "MAAA" Nu order that the bidder's Tax Compliance Stat Compliant at the time of verification, the bid tax status and be requested to remediate th Failure to provide written proof of tax status notification, will result in the rejection of the	mber and SARS TCS PIN number with their bid in us can be verified. Should a bidder not be Tax der will be notified in writing of their inon-compliant eir tax status within seven (7) working days. remediation, within seven (7) working days of bid submitted by the Bidder.	х	

		No	
		Yes X	
Stipulated CIDB registration			
requirement:			
		Minimum required CIDB grading	2SI or higher
		Only tenderers that meet the minimum	stipulated CIDB grading will be evaluated.
		No X	
		V	
		Yes	
		Minimum Local production	
		and content threshold requirement:	
Local production and content		Only tenderers that meet the mini	mum stipulated local production and content threshold
threshold requirements:		requirements will be evaluated.	
		Item	Minimum threshold
		N/A	
FUNCTIONALITY EVALUATION:			
	00 points and the minimum threshold to qua	alify is 70 points. Bidders who fail to mee	t the minimum threshold will not be considered for further
evaluation.			
		Yes X	
		If "ves" this tender will be evaluated an	ainst functionality and only tenderers that obtain the required
		minimum score indicated in the Tender	
			70 points to be considered for further evaluation Total
		Bidders must obtain a minimum of Functionality: 100 points.	70 points to be considered for further evaluation Total
Functionality requirements:			70 points to be considered for further evaluation Total
Functionality requirements:			70 points to be considered for further evaluation Total
Functionality requirements:			70 points to be considered for further evaluation Total  Maximum Factor
Functionality requirements:		Functionality: 100 points.  Functionality Criteria	
Functionality requirements:		Functionality: 100 points.  Functionality Criteria  Company Experience	Maximum Factor
Functionality requirements:		Functionality: 100 points.  Functionality Criteria  Company Experience  Key Staff	Maximum Factor 40 30
Functionality requirements:		Functionality: 100 points.  Functionality Criteria  Company Experience  Key Staff  Project Plan	<b>Maximum Factor</b> 40 30 10
Functionality requirements:		Functionality: 100 points.  Functionality Criteria  Company Experience  Key Staff	Maximum Factor 40 30
Functionality requirements:		Functionality: 100 points.  Functionality Criteria  Company Experience  Key Staff  Project Plan  Manufacturer's quality management system	<b>Maximum Factor</b> 40 30 10
Functionality requirements:  PRICE AND PREFERENCE POINT	SYSTEM EVALUATION:	Functionality: 100 points.  Functionality Criteria  Company Experience  Key Staff  Project Plan  Manufacturer's quality management system	<b>Maximum Factor</b> 40 30 10
PRICE AND PREFERENCE POINT		Functionality: 100 points.  Functionality Criteria  Company Experience  Key Staff  Project Plan  Manufacturer's quality management system certification	Maximum Factor 40 30 10 20
PRICE AND PREFERENCE POINT		Functionality: 100 points.  Functionality Criteria  Company Experience  Key Staff  Project Plan  Manufacturer's quality management system certification	<b>Maximum Factor</b> 40 30 10
PRICE AND PREFERENCE POINT		Functionality: 100 points.  Functionality Criteria  Company Experience  Key Staff  Project Plan  Manufacturer's quality management system certification	Maximum Factor 40 30 10 20
PRICE AND PREFERENCE POINT		Functionality: 100 points.  Functionality Criteria  Company Experience  Key Staff  Project Plan  Manufacturer's quality management system certification  note with Regulation 6 of the Preferentia	Maximum Factor 40 30 10 20
PRICE AND PREFERENCE POINT	80/20 preference point system in accordar  Objective The department will conduct a thorough risk analy	Functionality: 100 points.  Functionality Criteria  Company Experience Key Staff  Project Plan  Manufacturer's quality management system certification  noce with Regulation 6 of the Preferentia  Criteria sis of the tenderer that scored the highest	Maximum Factor  40 30 10 20  Il Procurement Regulations, effective from 1 April 2017.
PRICE AND PREFERENCE POINT	80/20 preference point system in accordar  Objective The department will conduct a thorough risk analy points for price and B-BBEE points. If it is found of	Functionality: 100 points.  Functionality Criteria  Company Experience  Key Staff  Project Plan  Manufacturer's quality management system certification  certification  Criteria sis of the enderer that scored the highest uring evaluation that such a supplier constitutes	Maximum Factor  40 30 10 20  I Procurement Regulations, effective from 1 April 2017.  Applicable
PRICE AND PREFERENCE POINT	80/20 preference point system in accordar  Objective The department will conduct a thorough risk analy	Functionality: 100 points.  Functionality Criteria  Company Experience  Key Staff  Project Plan  Manufacturer's quality management system certification  certification  Criteria sis of the enderer that scored the highest uring evaluation that such a supplier constitutes	Maximum Factor  40 30 10 20  Il Procurement Regulations, effective from 1 April 2017.
PRICE AND PREFERENCE POINT	80/20 preference point system in accordar  Objective The department will conduct a thorough risk analy points for price and B-BBEE points. If it is found of high risk despite adhering to functionality requirer for such risk profile must be stated.	Functionality: 100 points.  Functionality Criteria  Company Experience Key Staff  Project Plan  Manufacturer's quality management system certification  noce with Regulation 6 of the Preferentia  Criteria sis of the tenderer that scored the highest uring evaluation that such a supplier constitutes tents such a bid may be disqualified. Reasons	Maximum Factor  40 30 10 20  I Procurement Regulations, effective from 1 April 2017.  Applicable
PRICE AND PREFERENCE POINT The Department will be applying the	80/20 preference point system in accordar  Objective The department will conduct a thorough risk analypoints for price and B-BBEE points. If it is found of high risk despite adhering to functionality requirem for such risk profile must be stated.  If financial information is evaluated by the Departmenancially also or capable to execute the contract	Functionality: 100 points.  Functionality Criteria  Company Experience Key Staff  Project Plan  Manufacturer's quality management system certification  noce with Regulation 6 of the Preferentia  Sis of the tenderer that scored the highest uring evaluation that such a supplier constitutes tents such a bid may be disqualified. Reasons  went and it finds that the supplier will not be despite information submitted in the tender	Maximum Factor  40 30 10 20  I Procurement Regulations, effective from 1 April 2017.  Applicable  Not Applicable
PRICE AND PREFERENCE POINT	80/20 preference point system in accordar  Objective The department will conduct a thorough risk analy points for price and B-BBEE points. If it is found dhigh risk despite adhering to functionality requirer for such risk profile must be stated.  If financial information is evaluated by the Department of the profile must be stated.	Functionality: 100 points.  Functionality Criteria  Company Experience Key Staff  Project Plan  Manufacturer's quality management system certification  noce with Regulation 6 of the Preferentia  Sis of the tenderer that scored the highest uring evaluation that such a supplier constitutes tents such a bid may be disqualified. Reasons  went and it finds that the supplier will not be despite information submitted in the tender	Maximum Factor  40 30 10 20  I Procurement Regulations, effective from 1 April 2017.  Applicable
PRICE AND PREFERENCE POINT The Department will be applying the Objective Criteria applicable to	80/20 preference point system in accordar  Objective The department will conduct a thorough risk analypoints for price and B-BBEE points. If it is found of high risk despite adhering to functionality requirem for such risk profile must be stated.  If financial information is evaluated by the Departmenancially also or capable to execute the contract	Functionality: 100 points.  Functionality Criteria  Company Experience Key Staff  Project Plan  Manufacturer's quality management system certification  noce with Regulation 6 of the Preferentia  Sis of the tenderer that scored the highest uring evaluation that such a supplier constitutes tents such a bid may be disqualified. Reasons  went and it finds that the supplier will not be despite information submitted in the tender	Maximum Factor  40 30 10 20  I Procurement Regulations, effective from 1 April 2017.  Applicable  Not Applicable
PRICE AND PREFERENCE POINT The Department will be applying the Objective Criteria applicable to	80/20 preference point system in accordar  Objective The department will conduct a thorough risk analypoints for price and B-BBEE points. If it is found of high risk despite adhering to functionality requirem for such risk profile must be stated.  If financial information is evaluated by the Departmenancially also or capable to execute the contract	Functionality: 100 points.  Functionality Criteria  Company Experience Key Staff  Project Plan  Manufacturer's quality management system certification  noce with Regulation 6 of the Preferentia  Sis of the tenderer that scored the highest uring evaluation that such a supplier constitutes tents such a bid may be disqualified. Reasons  went and it finds that the supplier will not be despite information submitted in the tender	Maximum Factor  40 30 10 20  I Procurement Regulations, effective from 1 April 2017.  Applicable  Not Applicable
PRICE AND PREFERENCE POINT The Department will be applying the Objective Criteria applicable to	80/20 preference point system in accordar  Objective The department will conduct a thorough risk analypoints for price and B-BBEE points. If it is found of high risk despite adhering to functionality requirem for such risk profile must be stated.  If financial information is evaluated by the Departmenancially also or capable to execute the contract	Functionality: 100 points.  Functionality Criteria  Company Experience Key Staff  Project Plan  Manufacturer's quality management system certification  noce with Regulation 6 of the Preferentia  Sis of the tenderer that scored the highest uring evaluation that such a supplier constitutes tents such a bid may be disqualified. Reasons  went and it finds that the supplier will not be despite information submitted in the tender	Maximum Factor  40 30 10 20  I Procurement Regulations, effective from 1 April 2017.  Applicable  Not Applicable
PRICE AND PREFERENCE POINT The Department will be applying the Objective Criteria applicable to	80/20 preference point system in accordar  Objective The department will conduct a thorough risk analypoints for price and B-BBEE points. If it is found of high risk despite adhering to functionality requirem for such risk profile must be stated.  If financial information is evaluated by the Departmenancially also or capable to execute the contract	Functionality: 100 points.  Functionality Criteria  Company Experience Key Staff  Project Plan  Manufacturer's quality management system certification  noce with Regulation 6 of the Preferentia  Sis of the tenderer that scored the highest uring evaluation that such a supplier constitutes tents such a bid may be disqualified. Reasons  went and it finds that the supplier will not be despite information submitted in the tender	Maximum Factor  40 30 10 20  I Procurement Regulations, effective from 1 April 2017.  Applicable  Not Applicable
PRICE AND PREFERENCE POINT The Department will be applying the Objective Criteria applicable to	80/20 preference point system in accordar  Objective The department will conduct a thorough risk analypoints for price and B-BBEE points. If it is found of high risk despite adhering to functionality requirem for such risk profile must be stated.  If financial information is evaluated by the Departmenancially also or capable to execute the contract	Functionality: 100 points.  Functionality Criteria Company Experience Key Staff Project Plan Manufacturer's quality management system certification  Criteria sis of the tenderer that scored the highest uring evaluation that such a supplier constitutes ents such a bid may be disqualified. Reasons went and it finds that the supplier will not be despite information submitted in the tender tenderer.	Maximum Factor  40 30 10 20  I Procurement Regulations, effective from 1 April 2017.  Applicable  Not Applicable
PRICE AND PREFERENCE POINT The Department will be applying the Objective Criteria applicable to this Procurement	80/20 preference point system in accordar  Objective The department will conduct a thorough risk analypoints for price and B-BBEE points. If it is found of high risk despite adhering to functionality requirem for such risk profile must be stated.  If financial information is evaluated by the Departmenancially also or capable to execute the contract	Functionality: 100 points.  Functionality Criteria  Company Experience Key Staff  Project Plan  Manufacturer's quality management system certification  noce with Regulation 6 of the Preferentia  Sis of the tenderer that scored the highest uring evaluation that such a supplier constitutes tents such a bid may be disqualified. Reasons  went and it finds that the supplier will not be despite information submitted in the tender	Maximum Factor  40 30 10 20  I Procurement Regulations, effective from 1 April 2017.  Applicable  Not Applicable
PRICE AND PREFERENCE POINT The Department will be applying the Objective Criteria applicable to	80/20 preference point system in accordar  Objective The department will conduct a thorough risk analypoints for price and B-BBEE points. If it is found of high risk despite adhering to functionality requirem for such risk profile must be stated.  If financial information is evaluated by the Departmenancially also or capable to execute the contract	Functionality: 100 points.  Functionality Criteria Company Experience Key Staff Project Plan Manufacturer's quality management system certification  Criteria sis of the tenderer that scored the highest uring evaluation that such a supplier constitutes ents such a bid may be disqualified. Reasons went and it finds that the supplier will not be despite information submitted in the tender tenderer.	40 30 10 20 Il Procurement Regulations, effective from 1 April 2017.  Applicable  Not Applicable
PRICE AND PREFERENCE POINT The Department will be applying the Objective Criteria applicable to this Procurement	80/20 preference point system in accordar  Objective The department will conduct a thorough risk analypoints for price and B-BBEE points. If it is found of high risk despite adhering to functionality requirem for such risk profile must be stated.  If financial information is evaluated by the Departmenancially also or capable to execute the contract	Functionality: 100 points.  Functionality Criteria Company Experience Key Staff Project Plan Manufacturer's quality management system certification  Criteria sis of the enderer that scored the highest uring evaluation that such a supplier constitutes tents such a bid may be disqualified. Reasons tent and it finds that the supplier will not be despite information submitted in the tender tenderer.  Tawanda Taruvinga	Maximum Factor  40 30 10 20  I Procurement Regulations, effective from 1 April 2017.  Applicable  Not Applicable
PRICE AND PREFERENCE POINT The Department will be applying the Objective Criteria applicable to this Procurement	80/20 preference point system in accordar  Objective The department will conduct a thorough risk analypoints for price and B-BBEE points. If it is found of high risk despite adhering to functionality requirem for such risk profile must be stated.  If financial information is evaluated by the Departmenancially also or capable to execute the contract	Functionality: 100 points.  Functionality Criteria Company Experience Key Staff Project Plan Manufacturer's quality management system certification  Criteria sis of the enderer that scored the highest uring evaluation that such a supplier constitutes tents such a bid may be disqualified. Reasons tent and it finds that the supplier will not be despite information submitted in the tender tenderer.  Tawanda Taruvinga	Maximum Factor  40 30 10 20  I Procurement Regulations, effective from 1 April 2017.  Applicable  Not Applicable



# Supply, Delivery, Install and Commissioning 1 x lift at Rahima Moosa Hospital

# **CONTENTS**

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

Contents Page 1 of 1



Supply, Delivery, Install and Commissioning 1 x lift at Rahima Moosa Hospital

# PART T1: TENDERING PROCEDURES

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

Supply, Delivery, Install and Commissioning 1 x lift at Rahima Moosa 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



Supply, Delivery, Install and Commissioning 1 x lift at Rahima Moosa 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).

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,
  - 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	The Tender Documents issued by the employer comprise the following documents:
	THE TENDER
	Part T1: Tendering procedures
	T1.1 - Tender notice and invitation to tender
	T1.2 - Tender data
	Part T2: Returnable documents
	T2.1 - List of returnable documents
	T2.2 - Returnable schedules
	THE CONTRACT
	Part C1: Agreements and Contract data
	C1.1 - Form of offer and acceptance
	C1.2 - Contract data C1.3 - Performance Bond
	Part C2: Pricing data
	C2.1 - Pricing Instructions C2.2 - Activity Schedule
	Part C3: Scope of work
	C3.1 - Scope of Work
	Part C4: Site information
	C4.1 - Site Information
F1.4	The employer's Agent is :
	Name: Mr. Tawanda Taruvinga
	Address: 4th Floor Impophoma House, 18 Rissik Street, Johannesburg Tel: 011 891 6999 or 076 945 0942
	Fax:
	E-mail: Tawanda.Taruvinga@gauteng.gov.za
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	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 2SI or higher class of construction work, are eligible to have their tenders evaluated.
Tender	Joint ventures / Consortia are eligible to submit tenders provided that:

1.	every member of the joint venture / consortia is registered with the CIDB;
2.	the lead partner has a contractor grading designation in the 2SI class or higher of construction work; and
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 2SI 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.

F.2.7	The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.  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.
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	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:
	Location of tender box: Corner House Building Physical address: 63 Commissioner Street, Marshalltown, Johannesburg Identification details: Tender reference number, Title of Tender and the closing date and time of the tender

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	Access shall be provided for the following inspections, tests and analysis:

F.2.20	The tenderer is required to submit with his tender a letter of intent from either an insucompany duly registered in terms of the Short-Term Insurance Act of 1998 (Act 35 of 1998) of bank duly registered in terms of the Banks Act of 1990 (Act 94 of 1990) undertaking to provide Performance Bond without any alteration or amendment of the wording of the pro-forma indicated Part T2.2 of this procurement document	r by a de the
F.2.23	The tenderer is required to submit with his tender an original valid Tax Compliance Status the name of the tendering entity as issued by the South African Revenue Services	Pin in
F.3.4	Tenders will be opened on the closing date immediately after the closing time for tenders at am.	11:00
F 3.11		
	The 80/20 preference point system for acquisition of goods or services for Rand value equa above R30 000 and up to R50 million, inclusive of all applicable taxes, will be used for evaluation of responsive tenders in accordance with Preferential Procurement Regulation effective from 01 April 2017.	or the on 6,
	The formula outlined in Regulation 6.(1) will be used for the calculation of Price (maximum 8 points) and the table outlined in Regulation 6.(2) will be used for the calculation of B-BBEE (maximum 20 points).	0
	(a) Price80pc	oints
	(b) B-BBEE20pc	oints

F.3.11.3 The functionality criteria and maximum score in respect of each of the criteria are as follows:

Functionality criteria	Maximum number of points
(a) COMPANY EXPERIENCE  Demonstrated experience with respect to new lifts installations projects. relevant appointment letter and its corresponding completion certificate completed projects.	
• 5 or more appointment letters with corresponding completion certificates = 40	points
• 4 appointment letters with corresponding completion certificates = 32 points	
• 3 appointment letters with corresponding completion certificates = 24 points	40
• 2 appointment letters with corresponding completion certificates = 16 points	
1 appointment letter with corresponding completion certificate = 8 points	
Note: Submission of completion certificate without corresponding appoir will not be considered for scoring purposes, the points will be forfeited. E provide appointment letters with corresponding completion certificates o letterheads	idders must
(b) KEY STAFF  Demonstrated experience of the lifts mechanics/technicians in relations to installations: Attach CVs and contactable references together with certific relevant qualifications for at least 3 lifts mechanics/technicians. (Relevant qualifications recognised are lift mechanic/technician certificates). Only exacquired after qualification was obtained will be considered and the average experience for the 3 lifts mechanics/technicians will be used as below:	d copies of operience
<ul> <li>5 years or more = 30 points</li> <li>4 years to less than 5 years = 24 points</li> </ul>	
<ul> <li>3 years to less than 4 years = 18 points</li> <li>2 years to less than 3 years = 12 points</li> </ul>	T1.2
Tandania a Brasa danas	11.2

<ul> <li>1 year to less than 2 years = 6 points</li> <li>Less than 1 year = 0 points</li> </ul>	
(c) PROJECT IMPLEMENTATION PLAN 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 5 months)  • Distribution of resources = 5 points  • Key tasks and project plan aligned to the duration of 5 months = 5 points  • No project plan or project duration of more than 5 months = 0 points	10
(d) Manufacturer's Quality Management System Certification  • Lifts equipment manufacturer's ISO 9001 standard or SABS certification documents = 20 points	20
Maximum possible score for functionality	100
Minimum functionality score to qualify for further evaluation	70

# F3.13.1 Tender offers will only be accepted if:

- 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;
- b) 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;
- c) the tenderer submits an original certificate as proof of his registration with the Construction Industry Development Board in an appropriate contractor grading designation;
- d) 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;
- e) the tenderer has not:
  - i) abused the Employer's Supply Chain Management System; or
  - ii) failed to perform on any previous contract and has been given a written notice to this effect; and
- f) 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;
- g) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;

	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



Supply, Delivery, Install and Commissioning 1 x lift at Rahima Moosa 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

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

The tenderer must complete/submit the following returnable documents:

- Only tenders having a valid CIDB grade 2 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)
- 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). The agreement must specify the percentage (%) split between the parties and portion/s of work to be shared.
- Submission of completed form of offer and acceptance (C1.1)

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

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

- 5 C1.2 Contract Data (Part two)
- 6 C2.2 Price list/ Activity Schedule



Supply, Delivery, Install and Commissioning 1 x lift at Rahima Moosa Hospital

# T2.2 Returnable Schedules

# **Compulsory Enterprise Questionnaire**

	ring particulars must be furnis her must be completed and sul		joint venture, separate	enterprise questionnaires in respect of
Section 1:	: Name of enterprise:			
Section 2	: VAT registration number,	if any:		
Section 3	: CIDB registration number	r, if any:		
Section 4	: Particulars of sole propri	etors and partners in	partnerships	
Name*		Identity number*		Personal income tax number*
* Complete	only if sole proprietor or partnersh	ip and attach separate pa	ge if more than 3 partners	
Company Close corp	: Particulars of companies registration number			
Tax refere	nce number			
Section 6	: Record in the service of the	ne state		
principal s				in a partnership or director, manager, as been within the last 12 months in the
а	member of any municipal cou	ncil		any provincial department, national
а	member of any provincial legi	slature		g of the Public Finance Management
	member of the National Asselational Council of Province	mbly or the	a member of ar	n accounting authority of any national blic entity
	member of the board of direct	tors of any	an employee of	Parliament or a provincial legislature
a	n official of any municipality or	municipal entity		

Tender T2.2
Part T2: Returnable Documents Page 1 of 7 Returnable Schedules

Name of sole proprietor, partner, director, manager, principal	Status of service (tick appropriate column)	
shareholder or stakeholder	Within last 12 months	

<sup>\*</sup>insert separate page if necessary

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

	parent	board or organ			Comment	Within last
	Name of spouse, child or	Name of ins	titution nuh	alic office		us of service ropriate column)
	an official of any municipality	or municipal entity				
	a member of the board of dire municipal entity	ctors of any		an employee of	Parliament or a	provincial legislature
	a member of the National Ass National Council of Province	embly or the		a member of an or provincial pub	ŭ	hority of any national
	a member of any provincial le	gislature			ing of the Publi	nstitutional institution c Finance Managemen
	a member of any municipal co	uncil				department, national
partn	ate by marking the relevant box ership or director, manager, princ within the last 12 months been in	cipal shareholder or	stakeholder	in a company o		
	• ,	•				

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

<sup>\*</sup>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

- 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	D.	ate
Name	Po	osition
Enterprise name		



Supply, Delivery, Install and Commissioning 1 x lift at Rahima Moosa Hospital

# **Record of Addenda to Tender Documents**

We cor	ofirm that the following commi	unications received from the Employer before the submission of this tender offer
amendi	ng 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 a	additional pages if more space is	s required.
Signed		Date
Name		Position
Enterpri	ise name	

Tender T2: Returnable Documents Page 4 of 7 Returnable Schedules



#### Supply, Delivery, Install and Commissioning 1 x lift at Rahima Moosa 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

Signed Date

Name Position

Enterprise name

Tender
Part T2: Returnable Documents



Supply, Delivery, Install and Commissioning 1 x lift at Rahima Moosa Hospital

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

This Returnable Schedule is to be of	completed by joint ventures / consortia.	
<u>-</u>	-	
	, authorised signatory of the compa	ny
	, actir	ng in the capacity of lead partner,
to sign all documents in connection	n with the tender offer and any contract resultir	g from it on our behalf.
NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature
CIDB registration number:		Name
		Designation
		Signature
CIDB registration number:		Name
		Designation
		Signature
CIDB registration number:		Name
		Designation
		Signature
CIDB registration number:		Name
Tender		Designation T2.

Part T2: Returnable Documents Page 6 of 7 Returnable Schedules





Supply, Delivery, Install and Commissioning 1 x lift at Rahima Moosa 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 rec	and the state of	

Signed	 Date	
Name	Position	
Enterprise name		

Tender
Part T2: Returnable Documents



Supply, Delivery, Install and Commissioning 1 x lift at Rahima Moosa Hospital

# Schedule of recently completed and current contracts

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

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

<sup>\*</sup>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)	Reference person		Contract	Contract	Date of	Date of
	Place (town)	Name	Tel	Amount	Period	Commencement	Completion*
			1.0.	(R million)	(months)		

Option A: August 2011

1				
2				
3				
4				
5				
6				
7				
9				
10				

<sup>\*</sup>Date when defects liability period commenced (period after completion)

Signed	Date	
Name	Position	
Enterprise name		



Supply, Delivery, Install and Commissioning 1 x lift at Rahima Moosa 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 1 x lift at Rahima Moosa 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 OFFER	THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:						
			Rand (in words)				
R	(in figures)						
and returning tender data,	by be accepted by the employer by signing the accepted by the employer by signing the accept one copy of this document to the tenderer becomes the party nanche contract data.	fore the	end of the period of validity stated in the				
Signature(s)		Date					
Name(s)							
Capacity							
for the tende	erer						
Name and signature of witness		Date					

# 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.



Supply, Delivery, Install and Commissioning 1 x lift at Rahima Moosa 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) 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

Clause	Statements / Data			
1	General			
	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).			
	Secondary Option Clauses			
	X1 Price adjustment for inflation			
	X2 Changes in the law			
	X5 Sectional Completion			

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

11.2(13)	The works are
	Supply, Delivery, Install and Commissioning 1 x lift at Rahima Moosa Hospital
11.2(14)	The following matters will be included in the Risk Register:
Contract	C12

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 law of the contract is the law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa				
13,1	The language of this contract is English				
13,3	The period for reply is two weeks				
2	The Contractor's main responsibilities				
	No data is required for this section of the conditions of contract				
3	Time				
11.2(3)	The completion date for the whole of the works is 7 months after the starting date.				
11.2(9)	The key dates and the conditions to be met are:  Condition to be met  Key date				
30,1	The access dates are				
	Whole of the Site  Within two weeks of the Starting date subject to the Project Manager's approval of a suitable and sufficiently documented health and safety plan				

	<del>,</del>
31,1	The Contractor is to submit a first programme for acceptance within two weeks of the Contract Date
31,2	Starting date: 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 Contractor 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.
4	Testing and Defects
40,5	The defects date is fifty-two weeks after completion of the whole of the works
43.2	The defect correction period is four weeks
Contract	C1 2

5	Payment
50,1	The assessment interval is four weeks
51,1	The currency of this contract 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)
6	Compensation events
60.1(13)	The weather measurements 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 weather data are the records of past weather measurements for each calendar month which were recorded at a site nearest to that of the site and which are available from the South African Weather Service

7	Title
	No data is required for this section of the conditions of contract
8	Risks and insurance
80,1	These are additional <i>Employer's</i> risks  1
84,1	The Contractor 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
9	Termination
	No data is required for this section of the conditions of contract
10	Data for main option clauses
Α	Priced contract with activity schedule
11.2(20)	The activity schedule 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

11	Data for Option W1
W1.1	The Adjudicator is appointed when a dispute arises
W1.2(3)	The Adjudicator nominating body is the South African Institution of Civil Engineering
W1.4(2)	The tribunal is a South African court of law
12	Data for secondary Option clauses
X1	Price adjustment for inflation
X1.1(a)	The base date for indices is the month during which the closing date for tenders falls
X1.2	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)  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
X2	Changes in the law
	No data is required for this Option
X5, X7	Sectional Completion and delay damages used together
Contract	C1.2

**Contract Data** 

X5.1	The completion date for each section of the works is		
	Section	Description	Completion date
	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	Delay damages for each section of the works are cents per R100.00 of the value of the respective section inclusive of Preliminaries and exclusive of Value-added Tax per day		

X7	Delay damages (but not if Option X5 is also used)		
X7	Delay damages for Completion of the whole of the works are 16.5 cents per R100.00 of the offered total of prices exclusive of Value-added Tax per day		
X13	Performance bond		
X13	The amount of the performance bond is five per cent (7.5%) of the offered total of prices inclusive of value added tax		
X15	Limitation of the Contractor's liability for his design to reasonable skill and care		
	No data is required for this Option		
X16	Retention		
X16.1	The retention percentage is 10% of such work done up to a limit of 5% of the offered total of the prices exclusive of value added tax		
X17	Low performance damages		
X17	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:		
	1,5 x PP <u>(D – Do)</u> x CA 100 x Do		
	where 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		
X18	Limitation of liability		
Contract			

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

X18.2	The Contractor's minimum amount of liability in respect of loss of or damage to property (except the works, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) arising from or in connection with the Contractor's Providing the works for any one event is unlimited with cross liability so that the insurance applies to the Parties separately
X18.3	The Contractor's minimum amount of liability in respect of death of or bodily injury to employees of the Contractor 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 Contractor's total liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to Rnil
X18.5	The end of liability date is 5 years after the Completion of the whole of the works
Z	Additional conditions of contract
Z1	Clause 13.1 is amended by the addition of the the following:  Communication by cellphone SMS's is not acceptable
	Communication 2, comprione one of the tasseptable
Z2	Clause 61.3 is amended by replacing "eight weeks" with "four weeks"
Z3	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:
	<ul> <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>
	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.

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

Contract

44.0(40)	The Wester Information for the Contractor's decision in in		
11.2(19)	The Works Information for the Contractor's design is in		
31,1	The programme identified in the Contract Data is in		
	Data for the Shorter Schedule of Cost Components		
41 in SSCC	The percentage for people overheads is	%	
21 in SSCC	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)		
	The percentage for adjustment for Equipment in the published list is (state plus or minus)	10 %	
22 in SSCC	The rates for other Equipment are  Equipment Size or capacity	Hourly Rate	
61 in SCC and SSCC	The hourly rates for Defined Cost of design outside the Working Are	eas are	
and ooo	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 are included in Defined Cost are professional engineer o technologists, technically qualified staff and draughts person		



Supply, Delivery, Install and Commissioning 1 x lift at Rahima Moosa 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

Department of Infrastructure Development:

Date:

Dear Sirs,

Supply, Delivery, Install and Commissioning 1 x lift at Rahima Moosa Hospital

Chief Directorate Maintena 15th Floor 78 Fox Street MARSHALLTOWN	ance	(the <i>Employer</i> ) and
Contractor Registered Nar	me	
Address of the contractor.		
Supply, Delivery, Install an	nd Commissioning 1 x lift at Rahima Moosa Hospital	
I/We the undersigned		
on behalf of the Surety		
of physical address		
5. p, 5.53. addi 500		

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:

- 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.
- 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*.
- 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.
- 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

1	Our total liability	/ nereunder	snall not	exceed the	sum of:
---	---------------------	-------------	-----------	------------	---------

(say)			Rand (in words)
R			(in figures)
8 This Performance Bond is n of South Africa, subject to the			
Signed at	on this	day of	200
Signature(s)			
Name(s) (printed)			
Position in Surety company			
Signature of Witness(s)			
Name(s) (printed)			

Contract
Part C1: Agreements and Contract Data
Page 2 of 2



Supply, Delivery, Install and Commissioning 1 x lift at Rahima Moosa 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.
- 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.



Supply, Delivery, Install and Commissioning 1 x lift at Rahima Moosa 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**

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



Supply, Delivery, Install and Commissioning 1 x lift at Rahima Moosa Hospital

PART C3: SCOPE OF WORK

# C3.1 Scope of Work

#### 1 DESCRIPTION OF THE WORKS

Supply, Delivery, Install and Commissioning 1 x lift at Rahima Moosa 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 worl 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 r request from the Employer.

Architectural, Structural and Civil

X General Specification for Material and Methoc Electrical

Standard quality specifications for Intercom Standard quality specifications for Public Adding Standard quality specifications for Silent Call Standard quality specifications for Access Constandard quality specifications for Intruder Ala Standard quality specifications for Fire Detect

Contract C3.1
Part C3: Scope of Work Page 1 of 6 Scope of Work

	Standard quality specifications for Standby Go
	Standard quality specifications for UPS Syste
	Standard quality specifications for Solar Power
Х	Standard quality specifications for General Ins
Х	Standard quality specifications for Material an
Mecha	nical
	Standard quality specifications for Heating Ins
	Standard quality specifications for Steam and
	Standard quality specifications for Medical Ga
	Standard quality specifications for Air Condition
	Standard quality specifications for Refrigeration

#### 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

#### 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 t

#### Workmanship samples

The supervisor may instruct the contractor to furnish samples of workmanship for his approval. elements of the building or installation which is not incorporated in the works, the contractor sha and the contract value shall be adjusted accordingly

## Shop drawings

Only shop drawings and samples submitted for approval by the contractor shall be considered drawings or samples shall be limited to checking for general conformity with design and specificat of the agreement. Where shop drawings are called for:

#### The contractor shall:

- Prepare, or ensure that a subcontrated drawings at their own expense
- Submit sufficient copies of shop dra
- Allow the supervisor reasonable tim
- Keep a record of all shop drawings
- Ensure that shop drawings conform
- Submit sufficient copies of the appr use on the works
- Ensure that work is not executed f supervisor

#### The supervisor shall:

- Check the shop drawings submitted
- Advise the contractor where shop d

## 4.2.3 Instruction manuals and guarantees

The Contractor shall hand over to the project manager any operating and instruction manuals, 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

One master manual which contains

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 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 affe 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 ex 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 t 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 Employ 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 mainta 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 ex 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 plu authority for the works at his own cost.

The Contractor shall make and upon completion remove all the necessary temporary plumbing connection 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 electric 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 Eresponsible 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 ar tidy condition.

#### **Telecommunication facilities**

The Contractor shall provide the following telecommunication facilities and shall be entitled to recover usage cos

- 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 r

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

The Contractor shall provide all temporary measures to protect/isolate the existing and/or sections of the occupi

#### 4.5.7 Notice boards

The Contractor shall provide, erect where directed, maintain and remove on completion of the works a notice k standard drawing available from the employer, constructed of suitable boarding with flat smooth surface and projecting 12mm from face of boarding and rounded on front edge. The board shall be securely fixed to hoardin 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 "san inscription, in one language only, which must bear the approval of the Project Manager. No other names or noti the Project Manager.

Sketch drawings of all proposed names or notice boards must be submitted to the Project Manager for approximate sketch drawings must not only show the full content of the proposed names or notice boards, but also the position

#### 4.5.8 Notice before covering work

The contractor shall give adequate notice to the project manager whenever any work or material which is sub concealed in any way. In default of such a notice being received timeously by the project manager such work sexpense.

#### **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

- 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 at 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 re

# **Site Meetings and Procedures**

The Project Manager and the Contractor shall hold meetings relating to the progress of the works at regular intercontractor shall attend all site meetings and shall ensure that all persons under his jurisdiction are notified tir 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  $\epsilon$  set of contract working drawings and a copy of the procurement document and make these available at all reasc

#### 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 issumed 1993, as a principal contractor and shall manage the health and safety aspects of the works in accordance 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 this contract. The Specification Data shall have precedence in the interpretation of any ambiguity or inconsistent

The contractor shall within one week of the starting date and prior to commencing with the works, submit to the documented health and safety plan, based on this specification and the risk assessment that is conducted. 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

#### 5.2.6 Aids awareness

The Contractor as an obligation of the contract is required to promote HIV/AIDS awareness in accordance with r

ks. Existing elevators dimensions should not be altered

elevant box(es). The specifications are obtainable on

Is to be used for Building Contracts GP/ASC

ystems GP/E1/1 ress Systems GP/E1/2 Systems GP/E1/3 ntrol Systems GP/E2/1 arm Systems GP/E2/2 ion Systems GP/E2/3

Contract

C3.1 Page 7 of 6 Part C3: Scope of Work Scope of Work

enerators	GP/E4/1
ms	GP/E4/2
er Systems	GP/E4/3
stallations	GP/E5/1
d Equipment	GP/E5/2
stallations	GP/M2
Condensate Reticulation	GP/M4
is and Vacuum Systems	GP/M5
oning Installations	GP/M6
on Services	GP/M7

work to the works.

by the DID representative for his approval

Where the supervisor requires an assembly of various all arrange such an assembly at the employer's expense

d by the supervisor. The supervisor's approval of shop ion and shall not alter the design responsibilities in terms

actor, manufacturer, supplier or distributor prepares shop

awings to the supervisor for approval
ne to approve shop drawings
submitted to the supervisor
n to the dimensions of built work
roved shop drawings to the supervisor for his use and for

rom shop drawings that have not been approved by the

1 by the contractor timeously lrawings are approved or are to be resubmitted

: and manner:	
all original certificates	
starting up, maintaining and shutting down of equipment	
cting the works and satisfy himself as to the dimensional	
recution of the works. Where such supply is inadequate,	
o the Employer's water supply at designated points and	
'er's electrical supply at designated points and make use	
in such facilities in a thoroughly clean and tidy condition	
cecution of the works. Where such supply is inadequate,	
tecution of the works. Where such supply is madequate,	

Page 9 of 6

ambing connections and purchase water from the local
s and water meters to the Employer's water supply at
cal connections and installations and purchase electricity
mployer's electrical supply at designated points and be
nd shall maintain such facilities in a thoroughly clean and
sts from the users thereof:
nanufacturer's instructions.
ed works and remove such measures on completion.
poard, size 2,44m wide and 2,89m high, according to the d with edging bead 19mm thick round outer edges and g, where hoarding is provided, or fixed to and including a
s serif" in navy blue on the ivory white background. The ice boards may be erected without the written approval of

oval, before being prepared and erected on site. These on and locality in which the boards will be erected.

pject to inspection or remeasurement is to be covered or shall be exposed and later made good at the contractor's

ttended by the site foreman, the employer's maintenance	
levant schedules	
ervals and at other such times as may be necessary. The meously of all site meetings should the Project Manager	
equipment employed), a site instruction book, a complete onable times to all persons concerned with the contract.	
ued in terms of the Occupational Health and Safety Act, nce with the requirements of Generic Specification for	
s and variations that make these standards applicable to cy between it and these standards.	
∋ Project Manager for approval a suitable and sufficiently No access to the site will be allowed to the contractor	
applies.	
requirements of SANS 1921-6	



Supply, Delivery, Install and Commissioning 1 x lift at Rahima Moosa Hospital

# PART C4: SITE INFORMATION

# **C4.1** Site Information

C4.1 THE SITE

Rahima Moosa Hospital, Corronationville, Johannesburg, 2093

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 BidderBid number				
Closing Time 11:00	Closing date			
OFFER TO BE VALID FORDAYS FROM THE CLOSING DA	TE OF BID.			
ITEM QUANTITY DESCRIPTION NO.	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**

Any legal person, including persons employed by the state¹, 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 o	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	lder	ntity Number:
2.3	Pos	ition occupied in the Company (director, trustee, shareholder²):
2.4	Cor	npany Registration Number:
2.5	Tax	Reference Number:
2.6	VA	Registration Number:
2.6.1 1"State" mea		names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers
	(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.
2"Sharehold	er" m	eans a person who owns shares in the company and is actively involved in the management of the enterprise or husiness and exercises

<sup>&</sup>lt;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	YES / NO
	the appropriate authority to undertake remunerative work outside employment in the public sector?	
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 / trustee of the company have any interest in an whether or not they are bidding for this	y other related companies	YES/NO	
2.11.1	If so, furnish particulars:			
_				
3 Fu	III details of directors / trustees / meml	bers / shareholders.		
Full	Talamatian Number	Personal Tax Reference Number	State Employe e Number	
Name	Identity Number	rersonal Tax Reference Number	/	
			Persal Number	
4	DECLARATION			
I, THE U	INDERSIGNED (NAME)			
CERTIF'	Y THAT THE INFORMATION FURNISHE	ED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.		
I ACCEF	PT THAT THE STATE MAY REJECT THE	E BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 JLD THIS DECLARATION PROVE TO BE FALSE.	OF THE	
	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

BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL

NB: 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:

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

- 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.
- 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

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

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
4.1 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 following:	Status Level of Contribution	must complete the			
6.	B-BBEE STATUS LEVEL OF CONTRIBUTOR 4.1	B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1				
5.1	B-BBEE Status Level of Contributor: (Points claimed in respect of paragraph 7. in paragraph 4.1 and must be substantiate contributor.	1 must be in accordance w				
7.	SUB-CONTRACTING					
7.1	Will any portion of the contract be sub-contract ( <i>Tick applicable box</i> )	Will any portion of the contract be sub-contracted?  (Tick applicable box)				
	YES	NO				
	•					
7.1.1	i) What percentage of the contract will be ii) The name of the sub-contractor  iii) The B-BBEE status level of the sub-co iv) Whether the sub-contractor is an EME (Tick applicable box)	ntractor				
7.1.1	i) What percentage of the contract will be ii) The name of the sub-contractor  iii) The B-BBEE status level of the sub-co iv) Whether the sub-contractor is an EME	ntractor				
7.1.1	i) What percentage of the contract will be ii) The name of the sub-contractor  iii) The B-BBEE status level of the sub-co iv) Whether the sub-contractor is an EME (Tick applicable box)	or QSE  NO  if subcontracting with an e				
7.1.1	i) What percentage of the contract will be ii) The name of the sub-contractor  iii) The B-BBEE status level of the sub-co iv) Whether the sub-contractor is an EME (Tick applicable box)  YES  v) Specify, by ticking the appropriate box,	or QSE  NO  if subcontracting with an e				

Designated Group: An EME or QSE which is at least 51% owned by:	EME	QSE			
	$\sqrt{}$	$\sqrt{}$			
Black people					
Black people who are youth					
Black people who are women					
Black people with disabilities					
Black people living in rural or					
underdeveloped areas or townships					
Cooperative owned by black people					
Black people who are military veterans					
	OR				
Any EME					
Any QSE					

8.	DECLARATION	ON WITH REGARD TO COMPAN	NY/FIRM		
8.1	Name of con	npany/firm:			
8.2	VAT registra	tion number:			
8.3	Company reg	gistration number:			
8.4	TYPE OF CO	DMPANY/ FIRM			
	•	Joint Venture / Consortium			
	-	business/sole propriety			
	Close corpo	ration			
	Company				
	(Pty) Limited	d			
[Tick a	applicable box]				
8.5	DESCRIBE I	PRINCIPAL BUSINESS ACTIV	/ITIES		
8.6	COMPANY (	CLASSIFICATION			
	Manufacture	er			
	Supplier				
		I service provider			
	Other service	e providers, e.g. transporter, e	etc.		
[Tick a	applicable box]				
8.7	Total numbe	r of years the company/firm ha	s 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;				
			ed as a result of points claimed as shown in		
		1.4 and 6.1, the contractor ma of the purchaser that the claim	by be required to furnish documentary proof to the as 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 th			
	(b)	recover costs, losses or dam person's conduct;	ages it has incurred or suffered as a result of that		
	(c)	cancel the contract and claim	n any damages which it has suffered as a result of ole arrangements due to such cancellation;		
			r contractor, its shareholders and directors, or rectors who acted on a fraudulent basis, be		
	(d)	restricted by the National Tre state for a period not exceed	easury from obtaining business from any organ of ing 10 years, after the <i>audi alteram partem</i> (hear		
	(e)	the other side) rule has been forward the matter for criminal			
WITN	ESSES				
1			SIGNATURE(S) OF BIDDERS(S)		
2			DATE:		
			1		

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

- 1 This Standard Bidding Document must form part of all bids invited.
- 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
	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?	Yes	No
4.1	(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).		
	The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.		

4.1.1	If so, furnish particulars:		
4.2	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)?	Yes	No
	The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.		
4.2.1	If so, furnish particulars:		
4.3	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?	Yes	No
4.3.1	If so, furnish particulars:		
4.4	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?	Yes	No
4.4.1	If so, furnish particulars:		

# **CERTIFICATION**

I, THE UNDERSIGNED (FULL NAME) CERTIFY THAT THE INFORMATION FURNISH TRUE AND CORRECT.	
I ACCEPT THAT, IN ADDITION TO CANCELLA' TAKEN AGAINST ME SHOULD THIS DECLARA	•
Signature	Date
Position	Name of Bidder

#### CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 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
- 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.
- 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:
  - disregard the bid of any bidder if that bidder, or any of its directors have abused the a. 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.
- that, when bids are considered, reasonable steps are taken to prevent any form of bidrigging.
- 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>&</sup>lt;sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>&</sup>lt;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;
- For the purposes of this Certificate and the accompanying bid, I understand that the word 5. "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

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 consortium³ 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 produ allocation)	ct or service will be rendered (market			
	(c)	methods, factors or formulas us	sed to calculate prices;			
	(d)	the intention or decision to sub-	nit or not to submit, a bid;			
	(e)	the submission of a bid which of the bid; or	loes not meet the specifications and conditions			
	(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>&</sup>lt;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.



# **PENALTIES**

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

CON	TRACT PERIOD	RATE F	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

# = R687,50/day

Therefore rounded off to the nearest R10.00

= R690,00/day

# PENALTIES ON CONTRACTS IN PHASES

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

=