

**GAUTENG PROVINCE**

**INFRASTRUCTURE DEVELOPMENT**  
REPUBLIC OF SOUTH AFRICA

**TENDER NO: DID12/11/2023**

## **PROCUREMENT DOCUMENTS**

### **FOR**

**Supply, Delivery, Install and Commissioning of 1 x lift at  
Lebone College.**

**ISSUED BY:**

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

**ITEM** .....

**FILE** .....

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

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



**TENDER NO. DID12/11/2023**

**Supply, Delivery, Install and Commissioning of 1 x lift at Lebone College.**

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

SBD 1

**PART A**  
**INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (GAUTENG DEPARTMENT OF INFRASTRUCTURE)</b>					
BID NUMBER:	DID12/11/2023	CLOSING DATE:	2023/December/06	CLOSING TIME:	11:00 AM
DESCRIPTION	Supply, Delivery, Install and Commissioning of 1 x lift at Lebone College.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

The Department of Infrastructure Development, Tender box, Corner House Building, Corner Commissioner & Sauer Street, Marshalltown					
The bid box is generally open 24 hours a day, 7 days a week.					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE				
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE				
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
COIDA REGISTRATION NUMBER					
	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	Yes <input type="checkbox"/>			Yes <input type="checkbox"/>	
	No <input type="checkbox"/>			No <input type="checkbox"/>	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	A SWORN AFFIDAVIT SIGNED BY THE COMMISSIONER OF OATH			
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
		NAME:			
<b>[A B-BBEE VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR SPECIFIC GOALS OR B-BBEE POINTS]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/> [IF YES ANSWER PART B:3 BELOW ]			
	[IF YES ENCLOSE PROOF]				
SIGNATURE OF BIDDER					
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>					
DEPARTMENT/ PUBLIC ENTITY	Department of Infrastructure Development				
CONTACT PERSON	Mojalefa Monyela				Tawanda Taruvunga
TELEPHONE NUMBER	*082 619 5830				*076 945 0942
E-MAIL ADDRESS	<a href="mailto:Mojalefa.Monyela@gauteng.gov.za">Mojalefa.Monyela@gauteng.gov.za</a>				<a href="mailto:Tawanda.Taruvunga@gauteng.gov.za">Tawanda.Taruvunga@gauteng.gov.za</a>

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	YES		NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	YES		NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	YES		NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	YES		NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	YES		NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

TERMS AND CONDITIONS FOR BIDDING
<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, 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).
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILED THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS SHOULD SUBMIT A TCS PIN TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....



**INVITATION TO TENDER**

<b>Short description of requirements:</b>	Supply, Delivery, Install and Commissioning of 1 x lift at Lebone College.							
<b>Tender number:</b>	DID12/11/2023							
<b>Tender documents available from:</b>	e-Tender publication portal of GPG e-tender portal and on national Treasury e-tender portal: <a href="http://e-tenders.gauteng.gov.za">http://e-tenders.gauteng.gov.za</a> <a href="https://etenders.treasury.gov.za">https://etenders.treasury.gov.za</a>							
<b>10 Nov 2023</b>								
<b>Price of tender documents:</b>	Bid documents must be downloaded and printed on the e-Tender portal at bidders' cost.							
<b>Closing date:</b>	2023 December 06							
<b>Closing time:</b>	11:00AM							
<b>Address for submission of tenders:</b>	Department of Infrastructure Development (GDID Tender Box) Corner House Building, Corner Commissioner and Pixley Ka Isaka Seme Street (Sauer Street) Marshalltown Johannesburg							
<b>Evaluation Steps</b>	1) Mandatory and Administration requirements 2) Functionality 3) Price and Preference Point System (Specific goals or HDI Points)							
<b>Compulsory pre-bid meeting.</b>	<p>Details of the compulsory pre-bid meeting/meeting is indicated below.</p> <table border="1"> <tr> <td>Venue &amp; Address of the meeting</td> <td>Corner House Building, 63 Commissioner str, JHB.</td> </tr> <tr> <td>Date of meeting:</td> <td>21-Nov-23</td> </tr> <tr> <td>Time of meeting:</td> <td>10:00AM</td> </tr> </table> <p><i>The representative attending the compulsory pre-bid meeting briefing may only attend on behalf of one bidding enterprise and/or Joint Venture/Consortium</i></p>		Venue & Address of the meeting	Corner House Building, 63 Commissioner str, JHB.	Date of meeting:	21-Nov-23	Time of meeting:	10:00AM
Venue & Address of the meeting	Corner House Building, 63 Commissioner str, JHB.							
Date of meeting:	21-Nov-23							
Time of meeting:	10:00AM							
<b>MANDATORY / COMPULSORY ADMINISTRATIVE REQUIREMENTS</b> <i>(Failure to submit / meet or comply with the following requirements constitute automatically disqualification of tender offer)</i>	<p>Only tenderers who attended a compulsory site briefing session will be considered for evaluation and bidders must sign the site briefing attendance register.</p> <p>Only Tenderers having a Valid CIDB Grade 2SI or higher will be considered for Evaluation. (CIDB Certificates or CRS Numbers must be provided).</p> <p>Submission of completed and signed Form of Offer and Acceptance.</p> <p>Submission of completed and signed SBD forms (SBD 1, SBD 3.1 and SBD 4)</p> <p>Submission of valid COIDA certificates or a letter of good standing for the lifts.</p> <p>Submission of signed Joint Venture agreement or consortia agreement in case of Joint Venture or consortium and should be signed by all parties involved.</p>							

Other Administrative Requirements		
Submission of the proof of registration with CSD (CSD summary registration report or MAAA Number)		
Submission of a Tax Compliance Status PIN that will grant a third-party access to the bidder's Tax Compliance Status.		
Submission of completed and signed SBD6.1 preference claim form for specific goals or HDIs in line PPR 2022 <b>(Note: Failure to submit fully completed and signed SBD 6.1 when claiming points, bidder will forfeit HDIs points or no points will be allocated to the bidder)</b>		
Submission of company registration documents (Founding Statement – CK1 or Certificate of Incorporation – CM1, etc.).		
Submission of audited / unaudited annual financial statement or management accounts whichever applicable depending on the nature of the business must not be older than 18 months.		
Submission of certified copies of the Identity Document for members / directors / shareholders or owners		
<b>Applicable Functionality Criteria:</b>  Failure to meet the prescribed minimum functionality of 65 points will result in automatic disqualification	<b>This tender will be evaluated on functionality and only tenderers that obtain the required minimum score indicated in the Tender documents will be further evaluated on price and preference.</b>	
	<b>Bidders must obtain a minimum of 65 points to be considered for further evaluation on price and preference.</b>	
	<b>Functionality: 100 points.</b>	
	<b>Functionality Criteria:</b>	
		<b>Weighting Factor</b>
	Company Experience	40
	Key Staff & Qualifications	30
	Project Implementation Plan	10
	Manufacture's quality management system certificate	20
<b>Total Points for Functionality</b>		<b>100</b>
<b>Applicable Preference Point System for this tender:</b>		
<b>(See Part 1.2 Tender Data for detailed information on points allocation)</b>		<b>80/20</b>

The specific goals for this procurement in line with PPR2022 include the following:	
Bidders to submit valid SANAS accredited B-BBEE certificate or B-BBEE certificate issued by agency accredited by SANAS or Sworn Affidavit to claim their preference point, sworn affidavit must be signed by the deponent and attested to by commissioner of oath. Bidders who opt to submit affidavit may attach their financial statement not older than 18 months. A Trust, JV agreement, Generic company, for this tender must submit SANAS consolidated B-BBEE certificate for them to claim their preference points. <b>NB: Failure to submit B-BBEE certificate for EME or QSE or Sworn affidavit for EME or QSE or consolidated B-BBEE certificate for Trust, JV and Generic company will lead to bidder not allocated BEE points or forfeit BEE points. (The bidder will not be disqualified)</b>	
A tenderer which is at least 51% owned by black people;	10
A tenderer which is at least 51% owned by black people who are youth;	0
A tenderer which is at least 51% owned by black people who are women. <b>Attach certified copy of ID and CIPC or CK Company registration documents.</b> <b>NB: No points will be allocated if IDs and CIPC or CK registration documents are not attached, or bidder will forfeit BEE points.</b>	5
A tenderer which is at least 51% owned by black people with disabilities;	0
A tenderer which is owned by black people living in rural or underdeveloped areas or townships. <b>NB: Attach rates and taxes statement or statement of account relating residential address, residential affidavit or lease agreement with residential address or the address on CIPC company registration documents will be used to allocate points for specific goals or BEE points.</b>	5
A tenderer which is at least 51% owned by black people who are military veterans;	0
<b>TOTAL POINTS FOR SPECIFIC GOALS:</b>	<b>20</b>

Tender enquiries:	Tawanda Taruvinga
	tawanda.taruvinga@gauteng.gov.za

Enquiries general:	Mojalefa Monyela
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Enquiries general:	<a href="mailto:Mojalefa.Monyela@gauteng.gov.za">Mojalefa.Monyela@gauteng.gov.za</a>
Last date for accepting queries is	7 days before closing date

<u>Note to tenderers:</u>  This tender is subject to the NEC 3 Option B, Special Conditions of Contract, and the Preferential Procurement Policy Framework Act no 5 of 2000 as well as its Regulations of 2022.	
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## PRICING SCHEDULE – FIRM PRICES (PURCHASES)

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT  
IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A**

Name of bidder.....	Bid number.....
Closing Time <b>TBC</b>	Closing date: <b>TBC</b>

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
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-	Required by:	.....	
-	At:	.....	
		.....	
-	Brand and model	.....	
-	Country of origin	.....	
-	Does the offer comply with the specification		*YES/NO
-	If not to specification, indicate deviation(	.....	
-	Period required for delivery	.....	
			*Delivery: Firm/not firm
-	Delivery basis	.....	

**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



## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. BIDDER'S DECLARATION

2.1. Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? YES/NO

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

Full Name	Identity Number	Name of State institution

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

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

YES/NO

2.2.1 If so, furnish particulars:

.....  
 .....

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

2.3.1 If so, furnish particulars:

.....  
 .....

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

### 3. DECLARATION

3.1. I have read and I understand the contents of this disclosure;

3.2. I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.

3.4. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

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

3.6. There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS

1, 2 and 3 ABOVE IS CORRECT.

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

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

### 1. GENERAL CONDITIONS

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

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

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

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

b) The applicable preference point system for this tender is the **80/20** preference point system.

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

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

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

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

(a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

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

(d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

80/20

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

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

### 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

## 4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

c) then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

**(Note to organs of state: Where either the 80/20 preference point system is applicable, corresponding points must also be indicated as such.**

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system ). To be completed by organ of the state	Number of points claimed (80/20 system). To be completed by the tenderer
<b>TOWNSHIPS, RURAL OR UNDERDEVELOPED AREAS:</b> The address on CIPC company registration documents will be utilized to determine the allocation of points, no points will be allocated if the company is not registered under the township, Rural or Underdeveloped area	<b>05 points</b>	
A tenderer which is at least 51% owned by black people	<b>10 Points</b>	
<b>WOMEN:</b> (Provide ID documents for Members / shareholder / Directors / Owner, no points will be allocated if ID's are not provided	<b>05 points</b>	
<b>YOUTH:</b> Provide ID documents for Members / shareholder / Directors / Owner, no points will be allocated if ID's are not provided	<b>0 points</b>	
<b>PEOPLE WITH DISABILITY (PwD):</b> provide a confirmation letter / certificate from medical practitioner, no points will be allocated if no confirmation letter or certificate from medical practitioner stating the permanent disability for the owner/ director / member shareholder of the company	<b>0 points</b>	
<b>MILITARY VETERANS:</b> provide a confirmation letter with a force number from department of military veterans, no points will be allocated if no confirmation letter or certificate from department of military veterans stating the membership of the owner/ director / member shareholder of the company	<b>0 points</b>	
<b>TOTAL POINTS</b>	<b>20 POINTS</b>	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[Tick applicable box]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

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

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....



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

**TENDER NO.** DID12/11/2023

**Supply, Delivery, Install and Commissioning of 1 x lift at Lebone College.**

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

Supply, Delivery, Install and Commissioning of 1 x lift at Lebone College.

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





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## **Part T1.2 Tender Data**

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

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

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

### **The additional conditions of tender are:**

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

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

	<ol style="list-style-type: none"> <li>1. every member of the joint venture is registered with the CIDB;</li> <li>2. the lead partner has a contractor grading designation in the 2SI class or higher of construction work; and</li> <li>3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to 2SI 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.</li> </ol>
F.2.7	<p>The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.</p>
F.2.12	<p>No alternative tender offers will be considered</p> <p>If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs in confirming the acceptability of the detailed design</p>
F.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 copies.
F.2.13.5 F.2.15.1	<p>The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p><b>Location of tender box:</b> Corner House Building</p> <p><b>Physical address:</b> 63 Commissioner Street, Marshalltown, Johannesburg</p> <p><b>Identification details:</b> Tender reference number, Title of Tender and the closing date and time of the tender</p>

F.2.13.6 F.3.5	A two-envelope procedure will not be followed				
F.2.15	The closing 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 90 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 insurance company duly registered in terms of the Short-Term Insurance Act of 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act of 1990 (Act 94 of 1990) undertaking to provide the Performance Bond without any alteration or amendment of the wording of the pro-forma indicated in Part T2.2 of this procurement document				
F.2.23	The tenderer is required to submit with his tender an original valid Tax Compliance Status Pin in the name of the tendering entity as issued by the South African Revenue Services				
F.3.4	Tenders will be opened immediately after the closing time for tenders at 11:00 hrs				
F 3.11	<p>The procedure for the evaluation of responsive tenders is Method 4</p> <p>The apportionment for the evaluation will be:</p> <table border="1"> <tr> <td>(a) Financial offer</td><td>.....%</td></tr> <tr> <td>(b) Preference</td><td>.....%</td></tr> </table> <p>The financial offer will be scored using Formula 2 (option 1) where the value of W1 is:</p> <ol style="list-style-type: none"> <li>90-10 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000 or</li> <li>80-20 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals or is less than R50 000 000</li> </ol>	(a) Financial offer	.....%	(b) Preference	.....%
(a) Financial offer	.....%				
(b) Preference	.....%				
F.3.11	<p>The procedure for the evaluation of responsive tenders is Method 4</p> <p>The apportionment for the evaluation will be:</p> <table border="1"> <tr> <td>(a) Financial offer</td><td>.....%</td></tr> <tr> <td>(b) Specific goals</td><td>.....%</td></tr> </table> <p>The financial offer will be reduced to a comparative basis using the Tender Evaluation Schedule</p> <p>The score for financial offer is calculated using Formula 2 (Option 1) where W1 is the percentage score given to financial offer and equals .....%.</p>	(a) Financial offer	.....%	(b) Specific goals	.....%
(a) Financial offer	.....%				
(b) Specific goals	.....%				

The score for specific goals and financial offer is to be combined, before the addition of the score for preference, as follows:

$$W_c = W_3 \times \left( 1 + \frac{S - S_m}{S_m} \right)$$

Where  $W_3$  = the number of tender evaluation points for quality and financial offer and equals:

- 1) 90-10 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000 or
- 2) 80-20 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals or is less than R50 000 000

$S$  = the sum of score for quality and financial offer of the submission under consideration

$S_m$  = the sum of score for quality and financial offer of the submission scoring the highest number of points

Up to 100 minus  $W_3$  tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.

The score for quality is to be calculated using the following formula:

$$W_Q = W_2 \times S_O / M_S$$

where  $W_2$  = the percentage score given to quality and equals .....

$S_O$  = the score for quality allocated to the submission under consideration

$M_S$  = the maximum possible score for quality in respect of a submission

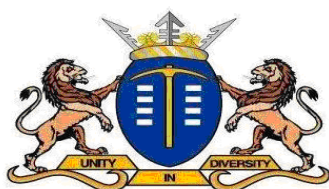
F.3.11.3

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

Functionality criteria	Maximum number of points
<p>(a) <b>COMPANY EXPERIENCE</b></p> <p><b>Demonstrated experience with respect to new lifts installations projects. Attach relevant appointment letters / purchase orders / service level agreements together with corresponding completion certificates / reference letters for previously completed projects.</b></p> <ul style="list-style-type: none"> <li>• 5 or more appointment letters / purchase orders / service level agreements with corresponding completion certificates / reference letters = 40 points</li> <li>• 4 appointment letters / purchase orders / service level agreements with corresponding completion certificates / reference letters = 32 points</li> <li>• 3 appointment letters / purchase orders / service level agreements with corresponding completion certificates / reference letters = 24 points</li> <li>• 2 appointment letters / purchase orders / service level agreements with corresponding completion certificates / reference letters = 16 points</li> <li>• 1 appointment letter / purchase order / service level agreement with corresponding completion certificates / reference letters = 8 points</li> <li>• No appointment letter / purchase order / service level agreement with corresponding completion certificates / reference letters = 0 points</li> </ul> <p><b>Note: Submission of completion certificate(s) / reference letter(s) without corresponding appointment letters / purchase orders / service level agreements will not be considered for scoring purposes, the points will be forfeited. Bidders must provide all the above mentioned documents on clients letterheads</b></p>	40

	<p><b>(b) KEY STAFF</b>  <b>Demonstrate experience of the lifts mechanics in relations to the lifts installations and maintenance: Attach CVs together with certified copies of relevant qualifications for at least 3 lifts mechanics. (Relevant qualification recognised is a South African lift mechanic trade test certificate issued by MERSETA or MEIATB or QCTO boards only). Only experience acquired after qualification was obtained will be considered and the average experience for the 3 lifts mechanics will be used as below:</b></p> <ul style="list-style-type: none"> <li>• 5 years or more = 30 points</li> <li>• 4 years or more = 24 points</li> <li>• 3 years or more = 18 points</li> <li>• Less than 3 years = 0 points</li> </ul>	30
	<p><b>( c ) PROJECT IMPLEMENTATION PLAN (GANTT CHART)</b>  <b>Relevant project plan with clear realistic timeframes stating the critical path of the project between site handover to completion of installations phase and hand over of units (Contract period is 5 months). The Gantt chart must indicate the below:</b></p> <ul style="list-style-type: none"> <li>• Distribution of resources = 5 points</li> <li>• Key tasks and project plan aligned to the duration of 5 months = 5 points</li> <li>• No project plan or project duration of more than 5 months = 0 points</li> </ul>	10
	<p><b>(d) Manufacturer's Quality Management System Certification</b></p> <ul style="list-style-type: none"> <li>• Lifts equipment manufacturer's ISO 9001 standard or SABS certification documents = 20 points</li> </ul>	20
	Maximum possible score for functionality (M <sub>s</sub> )	100
	Minimum functionality score to qualify	65
<p>Functionality shall be scored independently by not less than three evaluators in accordance with the following schedules:</p> <ul style="list-style-type: none"> <li>• Evaluation Schedule: Tenderer's Project Experience</li> <li>• Evaluation Schedule: Qualifications and Experience of Key Staff</li> <li>• Evaluation Schedule: Project Implementation plan</li> <li>• Evaluation Schedule: Manufacturer's Quality Management System</li> </ul>		
F3.13.1	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> <li>the tenderer submits an original valid Tax Clearance Certificate or Tax Pin in the name of the tendering entity as issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations;</li> <li>the tenderer submits a letter of intent from either an insurance company duly registered in terms of the Short-Term Insurance Act of 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act of 1990 (Act 94 of 1990) undertaking to provide the Performance Bond without any alteration or amendment of the wording of the pro-forma indicated in Part T2.2 of this procurement document;</li> <li>the tenderer submits an original certificate as proof of his registration with the Construction Industry Development Board in an appropriate contractor grading designation;</li> <li>the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a <u>person prohibited from doing business with the public sector</u>;</li> </ol>	

	<p>e) the tenderer has not:</p> <ul style="list-style-type: none"> <li>i) abused the Employer's Supply Chain Management System; or</li> <li>ii) failed to perform on any previous contract and has been given a written notice to this effect; and</li> </ul> <p>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;</p> <p>g) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</p> <p>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.</p>
F.3.17	The number of paper copies of the signed contract to be provided by the employer is one



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

### **1 Returnable Schedules required**

The tenderer must complete the following returnable schedules as relevant:

- Record of Addenda to Tender Documents
- Proposed Amendments and Qualifications
- Schedule of Proposed Subcontractors

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

The tenderer must complete/submit the following returnable documents:

- Proof of sub-contracting arrangement between main tenderer and the sub-contractor
- Proof of Registration with the CIDB grading of 2SI or higher
- Submission of completed form of offer and acceptance

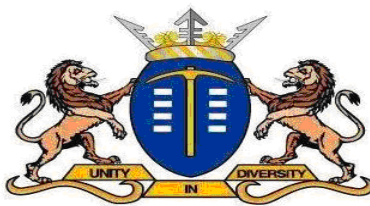
### **3 Other documents that will be incorporated into the contract**

#### **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**





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### Compulsory Enterprise Questionnaire

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

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

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

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

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

Name*	Identity number*	Personal income tax number*

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

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

Company registration number .....

Close corporation number .....

Tax reference number .....

**Section 6: Record in the service of the state**

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

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

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

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

\*insert separate page if necessary

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

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

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

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

\*insert separate page if necessary

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

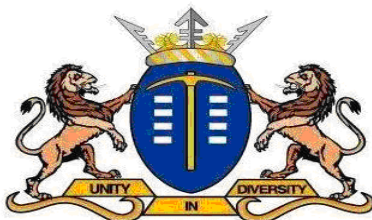
- authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, 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;

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

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

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

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



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**Record of Addenda to tender documents**

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

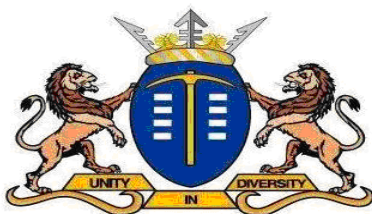
	Date	Title or Details
1		
2		
3		
4		
5		
6		
7		
8		

Attach additional pages if more space is required.

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

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

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



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**Proposed amendments and qualifications**

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

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

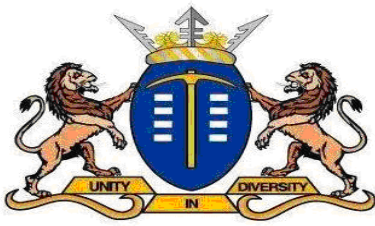
Page	Clause or item	Proposal

Attach additional pages if more space is required

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

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

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



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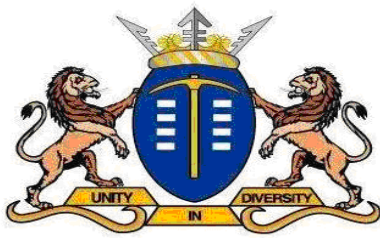
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**Certificate of Authority for Joint Ventures**

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Mrs ..... ....., authorised signatory of the company ..... ....., acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.		
NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner   CIDB registration number: .....		Signature .....  Name .....  Designation .....
CIDB registration number: .....		Signature .....  Name .....  Designation .....
CIDB registration number: .....		Signature .....  Name .....  Designation .....
CIDB registration number: .....		Signature .....  Name .....  Designation .....



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**Schedule of Proposed Subcontractors**

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

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments.

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

Attach additional pages if more space is required

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

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

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



## Infrastructure Development

Department: Infrastructure Development  
GAUTENG PROVINCE

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### Schedule of recently completed and current contracts

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

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

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

List all current contracts not complete at the time

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



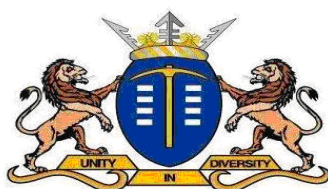
1								
2								
3								
4								
5								
6								
7								
9								
10								

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

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

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

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



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## **Part 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 of 1 x lift at Lebone College.**

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

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

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

..... Rand (in words)

R ..... (in figures)

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

Signature(s) ..... Date .....

Name(s) ..... .....

Capacity ..... .....

**for the tenderer** ..... .....

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.



**TENDER NO.** DID12/11/2023

**Supply, Delivery, Install and Commissioning of 1 x lift at Lebone College.**

## Part C1.2 Contract Data

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

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

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

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

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

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

11.2(13)	<p>The works are .....</p> <p><i>Supply, Delivery, Install and Commissioning of 1 x lift at Lebone College.</i></p>
11.2(14)	<p>The following matters will be included in the Risk Register:</p> <p>.....</p>
11.2(15)	<p>The boundaries of the site are .....</p>
11.2(16)	<p>The Site Information is in Part C4: Site Information</p>

11.2(19)	The Works Information is in Part C3: Scope of Work						
12,2	The <i>law of the contract</i> is the law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa						
13,1	The <i>language of this contract</i> is English						
13,3	The <i>period for reply</i> is two weeks						
<b>2</b>	<b>The Contractor's main responsibilities</b>						
	No data is required for this section of the <i>conditions of contract</i>						
<b>3</b>	<b>Time</b>						
11.2(3)	The <i>completion date</i> for the whole of the works is 5 months after the <i>starting date</i> .						
11.2(9)	<p>The <i>key dates</i> and the <i>conditions</i> to be met are:</p> <table> <tr> <th>Condition to be met</th><th>Key date</th></tr> <tr> <td>1 .....</td><td>.....</td></tr> <tr> <td>2 .....</td><td>.....</td></tr> </table>	Condition to be met	Key date	1 .....	.....	2 .....	.....
Condition to be met	Key date						
1 .....	.....						
2 .....	.....						
30,1	<p>The <i>access dates</i> are</p> <table> <tr> <td><b>Whole of the Site</b></td><td>Within two weeks of the Starting date subject to the Project Manager's approval of a suitable and sufficiently documented health and safety plan</td></tr> </table>	<b>Whole of the Site</b>	Within two weeks of the Starting date subject to the Project Manager's approval of a suitable and sufficiently documented health and safety plan				
<b>Whole of the Site</b>	Within two weeks of the Starting date subject to the Project Manager's approval of a suitable and sufficiently documented health and safety plan						

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

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

<b>7</b>	<b>Title</b>
	No data is required for this section of the <i>conditions of contract</i>
<b>8</b>	<b>Risks and insurance</b>
80,1	These are additional <i>Employer's</i> risks 1 ..... 2 .....
84,1	The <i>Contractor</i> provides these additional insurances: 1) A Coupon Policy for Special Risks Insurance issued by the South African Special Risks Insurance Association 2) .....
84,2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the <i>works</i> , Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) caused by activity in connection with this contract for any one event is R3,000,000.00 in respect of each claim, without limit to the number of claims
84,2	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is R1,000,000.00
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 R1,000,000.00
<b>9</b>	<b>Termination</b>



	No data is required for this section of the <i>conditions of contract</i>
<b>10</b>	<b>Data for main option clauses</b>
<b>A</b>	<b>Priced contract with activity schedule</b>
11.2(20)	The <i>activity schedule</i> is in Part C2.2: Activity Schedule
11.2(30)	The tendered total of the Prices is in Part C1.1: Form of Offer and Acceptance

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

X7.1	Delay damages for each <i>section</i> of the <i>works</i> are ..... cents per R100.00 of the value of the respective section inclusive of Preliminaries and exclusive of Value-added Tax per day
------	--

<b>X7</b>	<b>Delay damages (but not if Option X5 is also used)</b>
X7	Delay damages for Completion of the whole of the <i>works</i> are 16.5 cents per R100.00 of the offered total of prices exclusive of Value-added Tax per day
<b>X13</b>	<b>Performance bond</b>
X13	The amount of the performance bond is five per cent (7.5%) of the offered total of prices inclusive of value added tax
<b>X15</b>	<b>Limitation of the <i>Contractor's</i> liability for his design to reasonable skill and care</b>
	No data is required for this Option
<b>X16</b>	<b>Retention</b>
X16.1	The <i>retention percentage</i> is 10% of such work done up to a limit of 5% of the offered total of the prices exclusive of value added tax
<b>X17</b>	<b>Low performance damages</b>
X17	<p>The low performance damage in Rands relating to the failure to attain a tendered contract participation goal in the Preferencing Schedule is calculated from the following formula:</p> $1,5 \times PP \frac{(D - D_0)}{100 \times D_0} \times CA$ <p>where</p> <ul style="list-style-type: none"> <li>D = tendered Contract Participation Goal percentage in Preferencing Schedule.</li> <li>D<sub>0</sub> = the Contract Participation Goal which the Employer's representative based on the credits passed, certifies as being achieved upon completion of the Contract</li> <li>PP = number of tender evaluation points granted as a preference</li> <li>CA = contract amount as determined in accordance with the Works Information</li> </ul>
<b>X18</b>	<b>Limitation of liability</b>
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is unlimited to one event.

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X18.2	The <i>Contractor's</i> minimum amount of liability in respect of loss of or damage to property (except the <i>works</i> , Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) arising from or in connection with the <i>Contractor's</i> Providing the works for any one event is unlimited with cross liability so that the insurance applies to the Parties separately
X18.3	The <i>Contractor's</i> minimum amount of liability in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is R3 000 000.00
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to Rnil
X18.5	The <i>end of liability date</i> is 5 years after the Completion of the whole of the works
<b>Z</b>	<b><i>Additional conditions of contract</i></b>
Z1	Clause 13.1 is amended by the addition of the the following:  Communication by cellphone SMS's is not acceptable
Z2	Clause 61.3 is amended by replacing "eight weeks" with "four weeks"
Z3	The <i>Contractor</i> submits his valid tax invoice and valid Tax Clearance Certificate 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 Clearance Certificate within the time required: <ul style="list-style-type: none"> <li>• the period within which payment is made in terms of clause 51.2 and</li> <li>• the time allowed in clause 91.4</li> </ul> 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	<p>The <i>Contractor</i> is</p> <p>Name .....</p> <p>Address .....</p> <p>.....</p> <p>Telephone: .....</p> <p>Facsimile: .....</p>
11.2(8)	The <i>direct fee percentage</i> is 0,05%
11.2(8)	The <i>subcontracted fee percentage</i> is
11.2(18)	The <i>working areas</i> are the Site and .....
24,1	<p>The key people are</p> <p><b>1</b> Name .....</p> <p>Job .....</p> <p>Responsibilities .....</p> <p>.....</p> <p>Qualifications .....</p> <p>Experience .....</p> <p>.....</p> <p><b>2</b> Name .....</p> <p>Job .....</p> <p>Responsibilities .....</p> <p>.....</p> <p>Qualifications .....</p> <p>Experience .....</p> <p>.....</p>
11.2(3)	The completion date for the whole of the works is 5 months after the starting date.
11.2(14)	<p>The following matters will be included in the Risk Register:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>

11.2(19)	The Works Information for the <i>Contractor's</i> design is in .....
31,1	The programme identified in the Contract Data is in .....

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



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

**TENDER NO.** DID12/11/2023

**Supply, Delivery, Install and Commissioning of 1 x lift at Lebone College.**

## **Part C1.3 Performance Bond (for use with Option X13)**

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

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

Date:

Dear Sirs,

Supply, Delivery, Install and Commissioning of 1 x lift at Lebone College.

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

(the *Employer*) and

Contractor Registered Name.....

Address of the contractor.....

.....

.....

Supply, Delivery, Install and Commissioning of 1 x lift at Lebone College.

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

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

- 1 The terms *Employer*, *Contractor*, *Project Manager*, works and Defects Certificate have the meaning as assigned to them by the *Conditions of Contract* stated in the Contract Data for the aforesaid Contract.
- 2 We renounce all benefits from the legal exceptions "Benefit of Excussion and Division", "No value received" and all other exceptions which might or could be pleaded against the validity of this bond, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted.
- 3 The *Employer* has the absolute right to arrange his affairs with the *Contractor* in any manner which the *Employer* deems fit and without being advised thereof the Surety shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Surety. Without derogating from the foregoing compromise, extension of the construction period, indulgence, release or variation of the *Contractor's* obligation shall not affect the validity of this performance bond.
- 4 This bond will lapse on the earlier of
- the date that the Surety receives a notice from the *Project Manager* stating that the last Defects Certificate has been issued, that all amounts due from the *Contractor* as certified in terms of the contract have been received by the *Employer* and that the *Contractor* has fulfilled all his obligations under the Contract. or
  - the date that the Surety issues a replacement Performance Bond for such lesser or higher amount as may be required by the *Project Manager*.
- 5 Always provided that this bond will not lapse in the event the Surety is notified by the *Project Manager* of the *Employer's* intention to institute claims and the particulars thereof, in which event this bond shall remain in force until all such claims are paid and settled.
- 6 The amount of the bond shall be payable to the *Employer* upon the *Employer's* demand and no later than 7 days following the submission to the Surety of a certificate signed by the *Project Manager* stating the amount of the *Employer's* losses, damages and expenses incurred as a result of the non-performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the *Employer's* loss, damage and expense
- 7 Our total liability hereunder shall not exceed the sum of:
- (say) \_\_\_\_\_ Rand (in words)
- R \_\_\_\_\_ (in figures)
- 8 This Performance Bond is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa, subject to the jurisdiction of the courts of the Republic of South Africa.

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

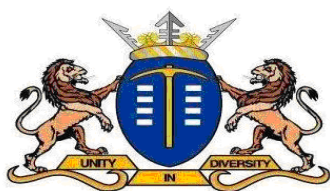
Signature(s) \_\_\_\_\_

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

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

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

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



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

**TENDER NO.** DID12/11/2023

**Supply, Delivery, Install and Commissioning of 1 x lift at Lebone College.**

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

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





**TENDER NO.** DID12/11/2023

**Supply, Delivery, Install and Commissioning of 1 x lift at Lebone College.**

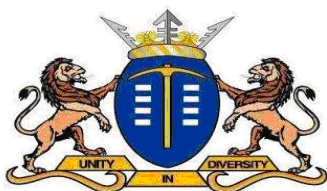
## Part C2.2 Activity Schedule

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 commissioning of 1 x lift	
4	2 (two) year maintenance contract for 1 x lift	
<b>Sub total</b>		
<b>Value Added Tax at 15%</b>		
<b>Total of prices carried to form of Offer and Acceptance in Part C1.1</b>		



**TENDER NO.** DID12/11/2023

**Supply, Delivery, Install and Commissioning of 1 x lift at Lebone College.**

## Part C3.1 Scope of Work

### 1 DESCRIPTION OF THE WORKS

**Supply, Delivery, Install and Commissioning of 1 x lift at Lebone College.**

### 2 ENGINEERING

#### 2,1 Design services

No drawings will be issued in this contract

#### 2,2 Contractor's design

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

### 3 CONSTRUCTION

#### 3,1 Works specification

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

Architectural, Structural and Civil

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

<input checked="" type="checkbox"/>	Standard quality specifications for Intercom Systems	GP/E1/1
<input type="checkbox"/>	Standard quality specifications for Public Address Systems	GP/E1/2
<input type="checkbox"/>	Standard quality specifications for Silent Call Systems	GP/E1/3
<input type="checkbox"/>	Standard quality specifications for Access Control Systems	GP/E2/1
<input type="checkbox"/>	Standard quality specifications for Intruder Alarm Systems	GP/E2/2
<input type="checkbox"/>	Standard quality specifications for Fire Detection Systems	GP/E2/3
<input type="checkbox"/>	Standard quality specifications for Standby Generators	GP/E4/1
<input type="checkbox"/>	Standard quality specifications for UPS Systems	GP/E4/2
<input type="checkbox"/>	Standard quality specifications for Solar Power Systems	GP/E4/3
<input checked="" type="checkbox"/>	Standard quality specifications for General Installations	GP/E5/1

x	Standard quality specifications for Material and Equipment	GP/E5/2
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#### Mechanical

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

#### 4.1.1 Applicable relevant SANS 2001 standards

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

#### 4.1.2 Applicable national and international standards

#### 4.1.3 Materials, samples and shop drawings

##### *Samples of materials*

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

##### *Workmanship samples*

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

##### *Shop drawings*

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

The contractor shall:

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

The supervisor shall:

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

#### 4.2.3 Instruction manuals and guarantees

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

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

- One master manual which contains all original certificates

- Three copies of the master manual

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

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

#### **4.4.2 Dimensional accuracy**

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

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

#### **Water and Electricity**

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

##### *Service - Water*

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

##### *Service - Electricity*

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

#### **Ablution facilities**

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

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

#### **Water and Electricity**

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

##### *Service - Water*

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

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

##### *Service - Electricity*

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

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

#### **Ablution facilities**

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

#### **Telecommunication facilities**

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

- Telephone
- Facsimile
- E-mail

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

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

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

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

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

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

#### **4.5.7 Notice boards**

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

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

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

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

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

## **Preventative Maintenance**

The Contractor shall:

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

## **Scheduled Services**

The Contractor shall:

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

## **Break Downs**

The Contractor shall:

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

## **Vandalism**

The Contractor shall:

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

## **Administration**

The Contractor shall:

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

## **Site Meetings and Procedures**

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

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

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

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

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

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

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

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

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

### **5.2.6 Aids awareness**

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



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

**TENDER NO.** DID12/11/2023

**Supply, Delivery, Install and Commissioning of 1 x lift at Lebone College.**

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

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

*The site is at Lebone College, 43 Steve Biko Rd, Corner Belvedere Street, Arcadia, Pretoria*

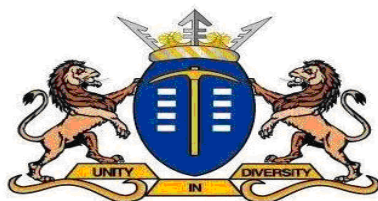
### **C4.2 WORK AREA**

*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.*





## GAUTENG PROVINCE

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

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

### PENALTY PER DAY ROUNDED OFF AS FOLLOWS:

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

### EXAMPLE

$$\begin{aligned}
 \text{Estimated contract value} &= \text{R2 500 000 (excluding VAT)} \\
 \text{Contract period} &= 12 \text{ months} \\
 &= \text{R2 500 000} \times \frac{0,0275}{100} \\
 &= \text{R687,50/day}
 \end{aligned}$$

Therefore rounded off to the nearest R10.00

= R690,00/day

Option A: August 2011

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

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

=

1003,991227