



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

**TENDER NUMBER: DID17/09/2022**

**PROCUREMENT DOCUMENTS**

**FOR**

**DID MONTHLY MAINTENANCE SERVICES OF LIFTS AND  
ESCALATORS CLUSTERS IN VARIOUS INSTITUTIONS FOR  
A PERIOD OF 3 YEARS (36 MONTHS)**

**ISSUED BY:**

Gauteng Department of Infrastructure Development  
Private Bag X83  
Marshalltown, 2107  
Johannesburg

**ITEM**

**FILE**

**DATE**

**Sep-20**

**NAME OF PROPOSING ENTITY: .....**

**TOTAL OF PRICES INCLUSIVE OF VALUE ADDED TAX (CLUSTER 1): R .....**

**TOTAL OF PRICES INCLUSIVE OF VALUE ADDED TAX (CLUSTER 2): R .....**

**TOTAL OF PRICES INCLUSIVE OF VALUE ADDED TAX (CLUSTER 3): R .....**

**TOTAL OF PRICES INCLUSIVE OF VALUE ADDED TAX (CLUSTER 4): R .....**

**TOTAL OF PRICES INCLUSIVE OF VALUE ADDED TAX (CLUSTER 5): R .....**

**TOTAL OF PRICES INCLUSIVE OF VALUE ADDED TAX (CLUSTER 6): R .....**



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



## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>									
BID NUMBER:	DID17/09/2022	CLOSING DATE:	AS per advert	CLOSING TIME: 11:00am					
DESCRIPTION	DID MONTHLY MAINTENANCE SERVICES OF LIFTS AND ESCALATORS CLUSTERS IN VARIOUS INSTITUTIONS FOR A PERIOD OF 3 YEARS (36 MONTHS)								
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>									
Department of Infrastructure Development									
Corner of Commissioner and Pixley Ka Isaka Seme									
Corner House Building Ground Floor									
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>									
CONTACT PERSON	Mojalefa Monyela		<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>						
TELEPHONE NUMBER	*082 619 5830		CONTACT PERSON	Tawanda Taruvunga					
FACSIMILE NUMBER			TELEPHONE NUMBER	*076945 0942					
E-MAIL ADDRESS	<a href="mailto:Mojalefa.Monyela@gauteng.gov.za">Mojalefa.Monyela@gauteng.gov.za</a>		FACSIMILE NUMBER						
			E-MAIL ADDRESS	<a href="mailto:Taruvunga.Tawanda@gauteng.gov.za">Taruvunga.Tawanda@gauteng.gov.za</a>					
<b>SUPPLIER INFORMATION</b>									
NAME OF BIDDER									
POSTAL ADDRESS									
STREET ADDRESS									
TELEPHONE NUMBER	CODE		NUMBER						
CELLPHONE NUMBER									
FACSIMILE NUMBER	CODE		NUMBER						
E-MAIL ADDRESS									
COIDA CERTIFICATE UNIQUE NUMBER									
VAT REGISTRATION NUMBER									
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA				
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No				
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>									
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]				
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>									
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES	<input type="checkbox"/> NO				
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES	<input type="checkbox"/> NO				
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES	<input type="checkbox"/> NO				
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES	<input type="checkbox"/> NO				
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES	<input type="checkbox"/> NO				
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.									

## PART B

### TERMS AND CONDITIONS FOR BIDDING

#### 1. BID SUBMISSION:

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

#### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 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>	DID MONTHLY MAINTENANCE SERVICES OF LIFTS AND ESCALATORS CLUSTERS IN VARIOUS INSTITUTIONS FOR A PERIOD OF 3 YEARS (36 MONTHS)															
<b>Tender number:</b>	DID17/09/2022															
<b>Tender documents available from:</b> (Bid Documents to be downloaded from e-tenders)	Department of Infrastructure Development 63 Corner House Building, Corner Commissioner and Pixley Ka Isaka Seme (Sauer Street) Marshalltown Johannesburg or Bid document may also be download from-Tender portal of National Treasury (www.treasury.gov.za)															
<b>Price of tender documents:</b>	(Bid document to be downloaded from the eTender Publication portal at no cost)															
<b>Closing date:</b>	17-Oct-22															
<b>Closing time:</b>	11:00															
<b>Address for submission of tenders:</b>	Department of Infrastructure Development (GDID Tender Box) 63 Corner House Building, Corner Commissioner and Pixley Ka Isaka Seme (Sauer Street) Marshalltown Johannesburg															
<b>Compulsory pre-bid meeting/site meeting:</b>	No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Details of the compulsory pre-bid meeting/site meeting is indicated below: <i>N/B: Prospective bidders should be represented at the compulsory pre-bid meeting/site meeting by suitable/qualified and experienced individuals who can fully comprehend the scope and complexities of the work involved. The representative attending the compulsory site briefing may only attend on behalf of one bidding enterprise and/or Joint Venture/Consortium.</i> <table border="1"> <tr> <td>Meeting address:</td> <td>Department of Infrastructure Development (GDID Tender Box)</td> </tr> <tr> <td></td> <td>63 Corner House Building</td> </tr> <tr> <td></td> <td>Corner Commissioner and Pixley Ka Isaka Seme (Sauer Street)</td> </tr> <tr> <td></td> <td>Marshalltown</td> </tr> <tr> <td></td> <td>Johannesburg</td> </tr> <tr> <td>Date of meeting:</td> <td>06-Oct-22</td> </tr> <tr> <td>Time of meeting:</td> <td>10:00</td> </tr> </table>		Meeting address:	Department of Infrastructure Development (GDID Tender Box)		63 Corner House Building		Corner Commissioner and Pixley Ka Isaka Seme (Sauer Street)		Marshalltown		Johannesburg	Date of meeting:	06-Oct-22	Time of meeting:	10:00
Meeting address:	Department of Infrastructure Development (GDID Tender Box)															
	63 Corner House Building															
	Corner Commissioner and Pixley Ka Isaka Seme (Sauer Street)															
	Marshalltown															
	Johannesburg															
Date of meeting:	06-Oct-22															
Time of meeting:	10:00															
<b>PRE-QUALIFICATION CRITERIA FOR PREFERENTIAL PROCUREMENT</b>																
The Department has decided to apply pre-qualifying criteria, in terms of Preferential Procurement Regulation 4 to advance certain designated groups. Bidders who do not meet the pre-qualification criteria, will be disqualified and will not be considered for further evaluation. Only the following tenderers may respond:																
<b>Stipulated pre-qualification criteria:</b>	<b>NB: Should the bidder submit both BBB-EE certificate and sworn affidavit with different levels, the bidder will be disqualified.</b>	No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> If "yes" only those tenderers meeting the stipulated pre-qualification criteria stipulated below will be evaluated: Pre-qualification criteria applicable to this tender: <b>A tenderer having a minimum B-BBEE status level of contribution of: Level 1, or 2 only</b> A valid SANAS accredited B-BBEE certificate or DTI sworn affidavit must be submitted with the bid (i.e., only Level 1, or 2 only will be considered for further evaluation). NB! Failure to submit a valid SANAS accredited B-BBEE certificate or DTI sworn affidavit will lead to disqualification. (Sworn affidavit must be submitted with latest financial statement/ Management account not older than 18 months, and failure to submit financial statement will lead to disqualification) Submission of both B-BBEE certificate and sworn affidavit with different levels bidder will be disqualified. <b>Qualifying EME's or QSE's must adhere to the following:</b> 1. A Bidder who qualifies as an Exempted Micro Enterprises (EME's) must submit a sworn affidavit. 2. A Bidder who qualifies as a Qualifying Small Enterprises (QSE's) and is more than 51% black owned must submit a SANAS accredited B-BBEE certificate. 3. Sworn affidavits submitted by bidders in support of their B-BBEE level should comply with the DTI or the CIPC format or in a similar format and must be valid, and original. 4. A Bidder who qualifies as a Qualifying Small Enterprises (QSE's) and is less than 51% black owned must submit a B-BBEE verification certificate issued by an Agency accredited by SANAS (South African National Accreditation System) which must be valid, and original. 5. Bidders who do NOT qualify as EME's and QSE's as outlined in 1 and 2 only, must submit valid B-BBEE verification certificates that are issued by an Agency accredited by SANAS. 6. A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate for every separate tender. 7. Public entities and tertiary institutions must also submit B-BBEE Status Level Verification Certificates together with their tenders. <b>NB: Bidders who fail to submit a valid SANAS accredited B-BBEE Certificate or DTI Sworn Affidavit will be regarded as non-responsive bidders and will be disqualified, and Submission of both B-BBEE certificate and sworn affidavit with different levels bidder will be disqualified.</b>														

Compulsory Subcontracting requirements:		No <input checked="" type="checkbox"/>
		Yes <input type="checkbox"/>
		<p>If "yes" only those tenderers meeting the compulsory minimum subcontracting requirements of at least 30% of the value of the contract will be evaluated:</p> <p>Minimum subcontracting requirements applicable to this tender:</p>

MANDATORY/COMPULSORY TENDER REQUIREMENTS:	
Failure to submit / meet or comply with the following requirements constitute automatic disqualification of tender offer. Required items are marked with {X}	
Only tenderers attendance of compulsory site briefing session will be considered (bidders must sign the site briefing attendance register)	X
Only tenders having a valid CIDB grade 4 SI or higher, 5SI or higher or 6SI or higher will be considered (CIDB certificate or CRS number must be provided)	X
Submission of completed form of offer and acceptance	X
Invitation to bid (SBD 1)	X
Pricing schedule for firm price (SBD 3.2)	X
Bidders disclosure (SBD 4)	X
Preference Point Claim Form (SBD 6.1)	X
Submission of valid COIDA certificates (letter of good standing)	X
Joint venture/ consortium agreement (in case of joint venture/consortium).	X

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

Provide CSD report or MAAA number.	
Tax compliant pin that will enable the third-party access to tax compliance.	
Provide CK or company registration documents.	X
Provide certified copy of Directors ID or shareholders.	

Stipulated CIDB registration requirement:	No <input type="checkbox"/>	<div style="border: 1px solid black; padding: 5px; width: fit-content;"> 4SI or higher,  5SI or higher,  6SI or higher. </div>
	Yes <input checked="" type="checkbox"/>	
Minimum required CIDB grading Only tenderers that meet the minimum stipulated CIDB grading will be evaluated.		

Local production and content threshold requirements:	No <input checked="" type="checkbox"/>	<div style="border: 1px solid black; width: 100px; height: 20px; margin: 5px 0;"></div>							
	Yes <input type="checkbox"/>								
	Minimum Local production and content threshold requirement:								
	Only tenderers that meet the minimum stipulated local production and content threshold requirements will be evaluated.								
	<table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 60%;">Item</th> <th style="width: 40%;">Minimum threshold</th> </tr> </thead> <tbody> <tr> <td>N/A</td> <td></td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </tbody> </table>		Item	Minimum threshold	N/A				
Item	Minimum threshold								
N/A									

<b>FUNCTIONALITY EVALUATION:</b> Functionality will be scored out of 100 points and the minimum threshold to qualify is 65 points. Bidders who fail to meet the minimum threshold will not be considered for further evaluation.										
Functionality requirements:	Yes <input checked="" type="checkbox"/>	<p>If "yes" this tender will be evaluated against functionality and only tenderers that obtain the required minimum score indicated in the Tender documents will be further evaluated.</p> <p><b>Bidders must obtain a minimum of 65 points to be considered for further evaluation Total Functionality: 100 points.</b></p> <table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 60%;">Functionality Criteria</th> <th style="width: 40%;">Maximum Factor</th> </tr> </thead> <tbody> <tr> <td>Company Experience A</td> <td>40</td> </tr> <tr> <td>Qualification &amp; Experience of Key Staff</td> <td>40</td> </tr> <tr> <td>Plant and Resources</td> <td>20</td> </tr> </tbody> </table>	Functionality Criteria	Maximum Factor	Company Experience A	40	Qualification & Experience of Key Staff	40	Plant and Resources	20
	Functionality Criteria		Maximum Factor							
	Company Experience A		40							
	Qualification & Experience of Key Staff		40							
	Plant and Resources		20							

<b>PRICE AND PREFERENCE POINT SYSTEM EVALUATION:</b> The Department will be applying the <b>80/20</b> preference point system in accordance with <b>Regulation 6</b> of the Preferential Procurement Regulations, effective from 1 April 2017.	
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Objective Criteria	Applicable	
Objective Criteria applicable to this Procurement	The department will conduct a thorough risk analysis of the tenderer that scored the highest points for price and B-BBEE points. If it is found during evaluation that such a supplier constitutes high risk despite adhering to functionality requirements such a bid may be disqualified. Reasons for such risk profile must be stated.	Not Applicable
	If financial information is evaluated by the Department and it finds that the supplier will not be financially able or capable to execute the contract despite information submitted in the tender documents the Department may disqualify such a tenderer.	Not Applicable

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



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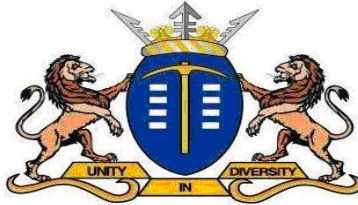
**TENDER NUMBER: DID17/09/2022**

**SERVICE: DID MONTHLY MAINTENANCE SERVICES OF LIFTS AND ESCALATORS CLUSTERS IN VARIOUS INSTITUTIONS FOR A PERIOD OF 3 YEARS (36 MONTHS)**

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CONTENTS	1 page
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**TENDER**

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**TENDER NO.** DID17/09/2022

**DID MONTHLY MAINTENANCE SERVICES OF LIFTS AND ESCALATORS CLUSTERS IN VARIOUS INSTITUTIONS FOR A PERIOD OF 3 YEARS (36 MONTHS)**

## **PART T1 : TENDERING PROCEDURES**

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

DID MONTHLY MAINTENANCE SERVICES OF LIFTS AND ESCALATORS CLUSTERS IN VARIOUS INSTITUTIONS FOR A PERIOD OF 3 YEARS (36 MONTHS)

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





**TENDER NUMBER: DID17/09/2022**

**SERVICE: DID MONTHLY MAINTENANCE SERVICES OF LIFTS AND ESCALATORS CLUSTERS IN VARIOUS INSTITUTIONS FOR A PERIOD OF 3 YEARS (36 MONTHS)**

## **Part T1.2 TENDER DATA**

The conditions of the TENDER are the Standard Conditions of Tender as contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement (May 2010) and as amended from time to time. (See [www.cidb.org.za](http://www.cidb.org.za)).

The Standard Conditions of the TENDER make several references to the Tender Data for details that apply specifically to this proposal. 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 for tenderers are:**

- 1 Only those tenderers who have in their employment management and supervisory staff satisfying the requirements of the scope of work for labour-intensive competencies for supervisory and management staff are eligible to submit proposals.
- 2 Accept that an 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 tender that a tender is to be withdrawn or substituted.
- 3 Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tender:
  - 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,

**TENDER**

**Part T1: TENDER Procedures**

**T1.2**

**TENDER Data**

- 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
4	The employer is the Gauteng Department of Infrastructure Development.
5	<p>The TENDER Documents issued by the employer comprise the following documents:</p> <p><b>THE TENDER</b></p> <p><b>Part T1: TENDER Procedures</b></p> <p>T1.1 - TENDER Notice and Invitation</p> <p>T1.2 - TENDER Data</p> <p><b>Part T2: Returnable Documents</b></p> <p>T2.1 - List of Returnable Documents</p> <p>T2.2 - Returnable Schedules</p> <p><b>THE CONTRACT</b></p> <p><b>Part C1: Agreements and Contract Data</b></p> <p>C1.2 - Contract Data</p> <p><b>Part C3: Scope of work</b></p> <p>C3.1 - Scope of Work</p>
6	<p>The employer's Agent is :</p> <p>Name: Tawanda Taruvinga</p> <p>Address: 18 Rissik Street .....</p> <p>Tel: 011 891 6999 cell: 076 945 0942</p> <p>Fax: .....</p> <p>E-mail: <a href="mailto:Tawanda.Taruvinga@gauteng.gov.za">Tawanda.Taruvinga@gauteng.gov.za</a></p>

7	<p>Only those tenderers whom are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, for a 4SI, 5SI, 6SI and above or class of construction work, are eligible to have their tenderers evaluated.</p> <p>Joint ventures are eligible to submit proposals provided that:</p> <ol style="list-style-type: none"> <li>every member of the joint venture is registered with the CIDB;</li> <li>the lead partner has a contractor grading designation in the 4SI, 5SI, 6SI or higher class of construction work; and</li> <li>the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum proposed for a 4SI, 5SI, 6SI and above 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>
8	<p>Accept that the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.</p>

9	Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.	Option A: June 2015
10	The clarification meeting is compulsory for this tender. The arrangements for a compulsory clarification meeting are as stated in the TENDER Notice and Invitation. Tenderers must sign the attendance register in the name of their tendering entity. Agenda will only be issued to tenderers who attended clarification meeting.	
11	Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid/tepec are prohibited.	
12	No alternative tender offers will be considered.	
13	Parts of each offer communicated on paper shall be submitted as an original, plus 0 copies. The document shall not be dismantled in any way what so ever as such shall warrant disqualification.	

## TENDER

### Part T1: TENDER Procedures

## T1.2

### TENDER Data

14 15	The employer's details and address for delivery of offers and identification details that are to be shown on each tender offer package are:  <b>Location of tender box:</b> Corner House Building <b>Physical address:</b> 63 Corner of Commissioner and Sauer Streets, Marshalltown, Johannesburg <b>Identification details:</b> TENDER Reference Number; Title of Tender: and Closing Date and Time of the Proposal.
16 17	A two-envelope procedure will not be followed.
18	The closing time for submission of offers is as stated in the TENDER Notice and Invitation. Telegraphic, telephonic, telefax, facsimile or electronic offers will not be accepted.
12	The tender offer validity period is 120 days.
20	The tenderers 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.
21	Access shall be provided for inspections, tests and analysis as per arrangement.
22	The tenderer is required to submit with his proposal a letter of intent from either an insurance company duly registered in terms of the Short-Term Insurance Act of 1998 (Act 53 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 C1.3 of this procurement document.
23	The tenderers is required to submit with his proposal Tax Compliance Pin in the name of the proposing entity as issued by the South African Revenue Services.
24	Tenders will be opened on the closing date immediately after the closing time for tenders at 11:00 am.

25	<p>A responsive tenderer is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:</p> <ol style="list-style-type: none"> <li>detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,</li> <li>significantly change the Employer's or the proposer's risks and responsibilities under the contract, or</li> <li>affect the competitive position of other proposers presenting responsive proposals if it were to be rectified.</li> </ol> <p>Reject a non-responsive proposal offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.</p>
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26	The procedure for the evaluation of responsive proposals is Method 2. The apportionment for the evaluation will be:		
	(a)	Functionality total	100%
TENDER		T1..	
Part T1: TENDER Procedures		TENDER Data	
	Tick an appropriate selection for your tender application		
	Maintenance of lifts and escalators		
27	FUNCTIONALITY		Weighting factor
	<u>A) COMPANY EXPERIENCE ON LIFTS MAINTENANCE PROJECTS.</u>		
	Demonstrated experience with respect to lifts maintenance projects. Attach relevant appointment letter, corresponding reference letters on client's letterhead and corresponding reference letters on client's letterhead		
	• At least 5 appointment letters and 5 corresponding reference letters = 40 points		
	• 4 appointment letters and 4 corresponding reference letters = 32 points		
	• 3 appointment letters and 3 corresponding reference letters = 24 points		
	• 2 appointment letters and 2 corresponding reference letters = 16 points		
	• 1 appointment letter and 1 corresponding reference letter = 8 points		
	• No appointment letter and no corresponding letter = 0 points		
	Note: Submission of appointment letter or corresponding reference letter without client letterhead will not be considered for scoring purposes. Points will be forfeited.		
			40

Page 4 of 5

TENDER		T1.2	
Part T1: TENDER Procedures		TENDER Data	
29	<p><b>(C) QUALIFICATIONS AND EXPERIENCE OF KEY STAFF</b></p> <p><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 qualifications recognised are lift mechanic certificates). 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 = 40 points</li><li>• 4 years or more = 32 points</li><li>• 3 years or more = 18 points</li><li>• 2 years or more = 16 points</li><li>• 1 year or more = 8 points</li><li>• Less than 1 year = 0 points</li></ul>	40	
	<p><b>D) THE TENDERER MUST FURNISH US WITH PROOF OF THE FOLLOWING.</b></p> <p><b>a.Vehicles that will be used to attend sites.</b></p> <p><b>A minimum of 2 x light duty vehicles, a bakkie or a panel van.</b></p> <p><b>NB: Attached proof of transport / vehicle ownership documents in companies name or shareholders name or intent to lease agreement or signed leased agreement by both parties the lessor and lessee.</b></p>	20	
	<p>2 (Two) vehicles or more = 20 points</p> <p>1 (One) vehicle = 0 points</p> <p>Zero (0) vehicles = 0 points</p>		20
	<b>Total Functionality criteria</b>		<b>100 Points</b>
<b>Minimum score for functionality for further evaluation</b>		<b>65 Points</b>	

Page 5 of 5

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

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

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

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

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

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

**-Required by:** .....

**-At** .....

**-Brand and model** .....

**-Country of origin** .....

**-Does the offer comply with the specification(s)?** \*YES/NO

**-If not to specification, indicate deviation(s)** .....

**-Period required for delivery** .....

**-Delivery:** \*Firm/not firm

\*\* "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

**PRICE ADJUSTMENTS**

**A NON-FIRM PRICES SUBJECT TO ESCALATION**

- IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
- IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left( D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

Pa = The new escalated price to be calculated.  
 (1-V)Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**

D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.

R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).

R1o, R2o = Index figure at time of bidding.

VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....

Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

**B. PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS**

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUB- JECT	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE



## 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 in the enterprise, employed by the state?

**Yes/No**

- 2.2.1 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 employed by the procuring institution?

**YES/NO**

2.2.1 If so, furnish particulars:

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2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

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### 3. **DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
  - 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
  - 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium 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.
- 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

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Name of bidder



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

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

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

**1. GENERAL CONDITIONS**

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

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

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

**2. DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

### 3. POINTS AWARDED FOR PRICE

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

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

**80/20**

or

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

Where

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

$P_t$  = Price of bid under consideration

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

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

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

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



**5. BID DECLARATION**

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

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

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

**7. SUB-CONTRACTING**

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

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

- 7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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

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

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

[Tick applicable box]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

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

[Tick applicable box]

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

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

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

**WITNESSES**

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

.....  
SIGNATURE(S) OF BIDDERS(S)  
DATE:



**TENDER NUMBER:** DID17/09/2022

**SERVICE :** DID MONTHLY MAINTENANCE SERVICES OF LIFTS AND ESCALATORS CLUSTERS IN VARIOUS INSTITUTIONS FOR A PERIOD OF 3 YEARS (36 MONTHS)

## Part T2.1 List of Returnable Documents

### ALL RETURNABLE SCHEDULES ARE COMPULSORY

#### 1 Returnable Schedules required for TENDER evaluation purposes

**Failure to submit / meet or comply with the following requirements constitute automatically disqualification of tender offer.**

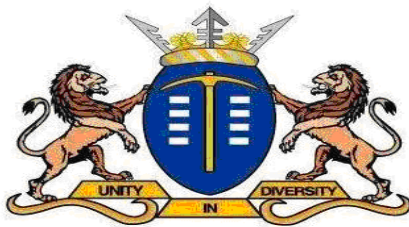
- Only tenderers having a valid CIDB grade 4SI, 5SI, 6SI and higher will be considered (CIDB certificate or CRS number must be provided)
- **A tenderer having a minimum B-BBEE status level of contribution of:**  
A valid SANAS accredited B-BBEE certificate or DTI sworn affidavit must be submitted with the bid (Only level 1, or 2 will be considered for further evaluation) NB! Failure to submit a valid SANAS accredited BBEE certificate or sworn affidavit will lead to points being forfeited. (Sworn affidavit must be accompanied by latest audited financial statement/ Management account or other relevant information available)
- **Qualifying EME's or QSE's must adhere to the following:**
  1. A Bidder who qualifies as an Exempted Micro Enterprises (EME's) and is more than 51% black owned must submit a sworn affidavit.
  2. A Bidder who qualifies as a Qualifying Small Enterprises (QSE's) and is more than 51% black owned must submit a B-BBEE certificate.
  3. Sworn affidavits submitted by bidders in support of their B-BBEE level should comply with the DTI or the CIPC format or in a similar format and must be valid, original or certified as a true copy of the original.
  4. A Bidder who qualifies as a Qualifying Small Enterprises (QSE's) and is less than 51% black owned must submit a B-BBEE verification certificate issued by an Agency accredited by SANAS (South African National Accreditation System) which has to be valid, and original.
  5. Bidders who do NOT qualify as EME's and QSE's as outlined in 1, 2 and 3 above, must submit B-BBEE verification certificates that are issued by an Agency accredited by SANAS.
  6. A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate for every separate tender.
  7. Public entities and tertiary institutions must also submit B-BBEE Status Level Verification Certificates together with their tenders.
- Invitation to bid (SBD 1)
- Pricing schedule – non-firm prices(purchases)SBD 3.2
- Bidder's disclosure (SBD 4)
- Preference points claim form in terms of the preferential procurement regulations 2017SBD 6.1
- Joint venture / consortia agreement (in case of joint venture / consortia)

#### 2 Other administrative compliance that will be applicable to this procurement

- Submit CSD Registration Report as proof of registration with CSD (Central Supplier Database).
- Bidders must submit their CSD "MAAA" Number and SARS TCS PIN number with their bid in order that, their bidder's Tax Compliance Status can be verified. Should a bidder not be Tax Compliant at the time of verification, the bidder will be notified in writing of their non-compliant tax status and be requested to remediate their tax status affairs within seven (7) working days. Failure to provide written proof of tax status remediation within seven (7) working days of notification, shall result in the rejection of a bid submitted by the Bidder.

#### 3 Returnable Schedules required for Tender evaluation purposes

- Compulsory Enterprise Questionnaire
- Proposed Amendments and Qualifications
- Certificate of Authority for Joint Ventures
- Schedule of Recently Completed and Current Contracts
- Evaluation Schedule: Proposing Entity Experience
- Evaluation Schedule: Experience of Key Staff
- Tender Evaluation Schedule
- Letter of good standing from Compensation Commission



**TENDER NO.** DID17/09/2022

**DID MONTHLY MAINTENANCE SERVICES OF LIFTS AND ESCALATORS CLUSTERS IN VARIOUS INSTITUTIONS FOR A PERIOD OF 3 YEARS (36 MONTHS)**

## T2.2 Returnable Schedules

### Compulsory Enterprise Questionnaire

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

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

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

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

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

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 the National Assembly or the National Council of Province | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity  |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            | <input type="checkbox"/> an employee of Parliament or a provincial legislature  |
| <input type="checkbox"/> an official of any municipality or municipal entity                   |   |

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

\*insert separate page if necessary

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

- 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;

**Tender**

**Part T2: Returnable Documents**

Page 2 of 7

**T2.2**

**Returnable Schedules**

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

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

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

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



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

**TENDER NO.**      Insert Tender Number

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

**Record of Addenda to Tender Documents**

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

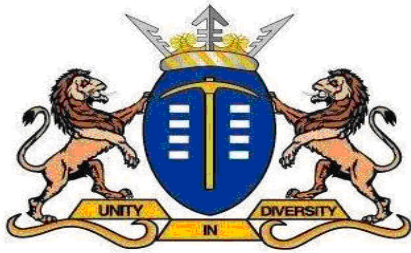
	Date	Title or Details
1		
2		
3		
4		
5		
6		
7		
8		

Attach additional pages if more space is required.

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

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

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



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

**TENDER NO.**    Insert Tender Number

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

**Proposed Amendments and Qualifications**

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

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

Page	Clause or item	Proposal

Attach additional pages if more space is required

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

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

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





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

**TENDER NO.**      Insert Tender Number

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

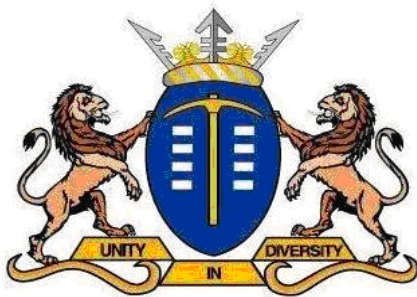
**Certificate of Authority for Joint Ventures / Consortia**

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

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

**Tender**

**Part T2: Returnable Documents**



# GAUTENG PROVINCE

## INFRASTRUCTURE DEVELOPMENT

### REPUBLIC OF SOUTH AFRICA

**TENDER NO.**      Insert Tender Number

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

### Schedule of Proposed Subcontractors

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

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

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

Attach additional pages if more space is required

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



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

**TENDER NUMBER: DID17/09/2022**

**SERVICE: DID MONTHLY MAINTENANCE SERVICES OF LIFTS AND ESCALATORS CLUSTERS IN VARIOUS INSTITUTIONS FOR A PERIOD OF 3 YEARS (36 MONTHS)**

### **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

**TENDER**

**Part T2: Returnable Documents**

Page 8 of 9

**T2.2**

**Returnable Schedules**

List all current contracts not complete at the time

Contract title		Employer (name) Place (town)	Reference person		Contract Amount (R million)	Contract Period (months)	Date of Commence-ment	Date of Completion*
			Name	Tel				
1								
2								
3								
4								
5								
6								
7								
9								
10								

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

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

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

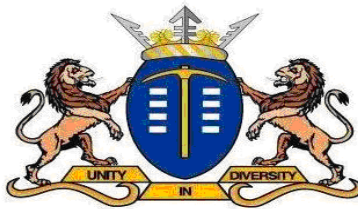
Enterprise name \_\_\_\_\_

**TENDER**

**Part T2: Returnable Documents**

**T2.2**

**Returnable Schedules**



**TENDER NO. DID17/09/2022**

**DID MONTHLY MAINTENANCE SERVICES OF LIFTS AND ESCALATORS CLUSTERS IN VARIOUS INSTITUTIONS FOR A PERIOD OF 3 YEARS (36 MONTHS)**

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

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

#### **Offer**

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

**DID MONTHLY MAINTENANCE SERVICES OF LIFTS AND ESCALATORS CLUSTERS IN VARIOUS INSTITUTIONS FOR A PERIOD OF 3 YEARS (36 MONTHS)**

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 FOR CLUSTER 1 IS:**

.....Rand (ir  
R..... (in figures)

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX FOR CLUSTER 2 IS:**

.....Rand (ir  
R..... (in figures)

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX FOR CLUSTER 3 IS:**

.....Rand (ir  
R..... (in figures)

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX FOR CLUSTER 4 IS:**

.....Rand (ir  
R..... (in figures)

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX FOR CLUSTER 5 IS:**

.....Rand (ir  
R..... (in figures)

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX FOR CLUSTER 6 IS:**

.....Rand (ir  
R..... (in figures)

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

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

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

## 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.

**Contract**

**Part C1: Agreements and Contract Data**

Page 2 of 3

**C1.1**

**Form of Offer and Acceptance**

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) .....

Name(s) .....

Capacity .....

Date .....

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

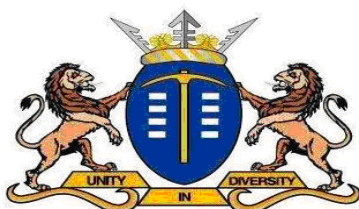
Details

		.....
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.** DID17/09/2022

**DID MONTHLY MAINTENANCE SERVICES OF LIFTS AND ESCALATORS CLUSTERS IN VARIOUS INSTITUTIONS FOR A PERIOD OF 3 YEARS (36 MONTHS)**

## **C1.2 Contract Data**

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

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

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

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

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

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

11.2(13)	<p>The works are .....</p> <p><i>DID MONTHLY MAINTENANCE SERVICES OF LIFTS AND ESCALATORS CLUSTERS IN VARIOUS INSTITUTIONS FOR A PERIOD OF 3 YEARS (36 MONTHS)</i></p>
11.2(14)	<p>The following matters will be included in the Risk Register:</p> <p>.....</p>

11.2(15)	The boundaries of the site are .....						
11.2(16)	The Site Information is in Part C4: Site Information						
11.2(19)	The Works Information is in Part C3: Scope of Work						
12,2	The <i>law of the contract</i> is the law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa						
13,1	The <i>language of this contract</i> is English						
13,3	The <i>period for reply</i> is two weeks						
<b>2</b>	<b>The Contractor's main responsibilities</b>						
	No data is required for this section of the <i>conditions of contract</i>						
<b>3</b>	<b>Time</b>						
11.2(3)	The <i>completion date</i> for the whole of the works is 36 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 <i>monthly</i>
51,1	The <i>currency of this contract</i> is the South African Rand
51,2	Payments must be made withing 30 days of the receipt of a valid invoice.
51,4	The <i>interest rate</i> applicable will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999)
<b>6</b>	<b>Compensation events</b>
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are: the cumulative rainfall (mm) the number of days with rainfall more than 10 mm
	The place where weather is to be recorded (on the Site) is on the site of an identified project in close proximity to the major portion of building works
	The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at a site nearest to that of the <i>site</i> and which are available from the South African Weather Service

<b>7</b>	<b>Title</b>
	No data is required for this section of the <i>conditions of contract</i>
<b>8</b>	<b>Risks and insurance</b>
80,1	These are additional <i>Employer's</i> risks  1 ..... 2 .....
84,1	The <i>Contractor</i> provides these additional insurances:  1) A Coupon Policy for Special Risks Insurance issued by the South African Special Risks Insurance Association 2) .....
84,2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the <i>works</i> , Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) caused by activity in connection with this contract for any one event is R2,000,000.00 in respect of each claim, without limit to the number of claims

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

<b>11</b>	<b>Data for Option W1</b>
W1.1	The <i>Adjudicator</i> is appointed when a dispute arises
W1.2(3)	The <i>Adjudicator nominating body</i> is the South African Institution of Civil Engineering
W1.4(2)	The <i>tribunal</i> is a South African court of law
<b>12</b>	<b>Data for secondary Option clauses</b>
<b>X1</b>	<b>Price adjustment for inflation</b>
X1.1(a)	The <i>base date</i> for indices is the month during which the closing date for tenders falls
X1.2	<p>An annual 5% price adjustment for inflation will be applied to the maintenance rates quoted for the year 2 and year 3 of the contract period</p> <p>The listing of additional items for exclusion by Contractors, as contained in clause 3.4.3 of the CPAP Indices Application Manual, will only be permitted where the Schedule for Imported Material and Equipment form provided in Part T2.2 has been fully completed</p>
<b>X2</b>	<b>Changes in the law</b>
	No data is required for this Option
<b>X5, X7</b>	<b>Sectional Completion and delay damages used together</b>

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

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

Contract

C1.2

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

X18.2	The <i>Contractor's</i> minimum amount of liability in respect of loss of or damage to property (except the <i>works</i> , Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) arising from or in connection with the <i>Contractor's</i> Providing the works for any one event is unlimited with cross liability so that the insurance applies to the Parties separately
X18.3	The <i>Contractor's</i> minimum amount of liability in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is R2 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 after the Completion of the whole of the works
<b>Z</b>	<b><i>Additional conditions of contract</i></b>
Z1	Clause 13.1 is amended by the addition of the the following:  Communication by cellphone SMS's is not acceptable
Z2	Clause 61.3 is amended by replacing "eight weeks" with "four weeks"
Z3	<p>The <i>Contractor</i> submits his valid tax invoice and valid Tax Compliance Status Pin one week after receiving a payment certificate from the <i>Project Manager</i> in terms of clause 51.1. Where the <i>Contractor</i> does not submit his valid tax certificate and valid Tax Compliance Status Pin within the time required:</p> <ul style="list-style-type: none"> <li>• the period within which payment is made in terms of clause 51.2 and</li> <li>• the time allowed in clause 91.4</li> </ul> <p>are extended by the length of time from the date when the <i>Contractor</i> should have submitted his valid tax invoice and valid Tax Clearance Certificate to the date when he does submit it.</p>

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

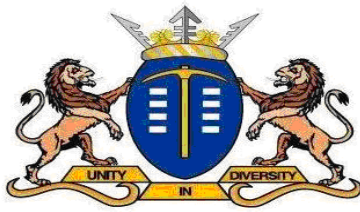
Note: The tendering contractor is advised to read both the NEC3 Engineering and Construction Contract (June 2005) and the relevant parts of its Guidance Notes (ECC3-GN) in order to understand the implications of this Data which the tenderer is required to complete.

Clause	Statements / Data
10,1	<p>The <i>Contractor</i> is</p> <p>Name .....</p> <p>Address .....</p> <p>.....</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 <i>completion date</i> for the whole of the works is 36 months after the starting date.
11.2(14)	<p>The following matters will be included in the Risk Register:</p> <p>.....</p>



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

11.2(19)	The Works Information for the <i>Contractor's</i> design is in .....																	
31,1	The programme identified in the Contract Data is in .....																	
	<b>Data for the Shorter Schedule of Cost Components</b>																	
41 in SSCC	The percentage for people overheads is ..... %																	
21 in SSCC	<p>The published list of Equipment is the last edition of the list published by the Contractor's Plant Hire Association in their publication Hire SA in Africa (Tel (011) 293 7457)</p> <p>The percentage for adjustment for Equipment in the published list is ..... 10 % (state plus or minus)</p>																	
22 in SSCC	<p>The rates for other Equipment are</p> <table><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																
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61 in SCC and SSCC	<p>The hourly rates for Defined Cost of design outside the Working Areas are</p> <table><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	.....							
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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.** DID17/09/2022

**DID MONTHLY MAINTENANCE SERVICES OF LIFTS AND ESCALATORS CLUSTERS IN VARIOUS INSTITUTIONS FOR A PERIOD OF 3 YEARS (36 MONTHS)**

## **PART C2 : PRICING DATA**

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

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



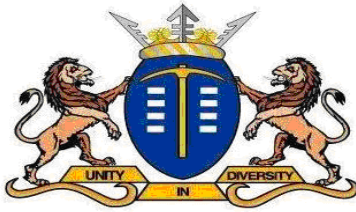
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## **C2.2 Activity Schedule**

The tenderer must refer to the bill of quantities page in the maintenance specification document for the pricing of the annual maintenance rates.



**TENDER NO.** DID17/09/2022

**DID panel of service providers for new installations and maintenance lifts of various institutions for a period of 36 months (3 years)**

## Part C3.1 Scope of Work

### 1 DESCRIPTION OF THE WORKS

New lift installation and planned maintenance as per OHS requirements

### 2 ENGINEERING -Not for this contract

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

<input 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
<input checked="" type="checkbox"/>	Standard quality specifications for Material and Equipment	GP/E5/2

#### Mechanical

<input type="checkbox"/>	Standard quality specifications for Heating Installations	GP/M2
<input type="checkbox"/>	Standard quality specifications for Steam and Condensate Reticulation	GP/M4
<input type="checkbox"/>	Standard quality specifications for Medical Gas and Vacuum Systems	GP/M5
<input type="checkbox"/>	Standard quality specifications for Air Conditioning Installations	GP/M6
<input type="checkbox"/>	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.

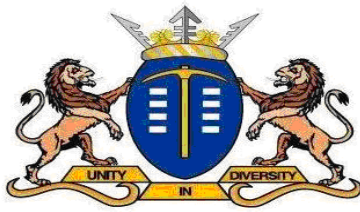
The abovementioned generic standard makes several references to the Specification Data for data, provisions and variations that make these standards applicable to this contract. The Specification Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and these standards.

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



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## **PART C4 : SITE INFORMATION**

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

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

*Various DID maintained buildings listed under the relevant cluster buildings*

#### **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.*