

CONSTITUTION HILL



Appointment of a Service Provider for Repair and Maintenance of Accessible Lifts, for a Period of 3 Years including Lift replacement project.

BID NO: CONHILL/01/FAC/2018

BID DOCUMENT

CLOSING DATE: 16 MARCH 2018

Time:11H00AM

Issued by:

Constitution Hill Development Company SOC Ltd
Old Fort Building
11 Kotze Street
Braamfontein, Johannesburg
2017

Contact person:

Name : Solly Malatsi
Telephone : 011 381 3124
Email : S.Malatsi@constitutionhill.org.za

Name of the Bidder:

REQUEST FOR PROPOSAL

**Constitution Hill Development Company
Old Fort Building, 11 Kotze Street, Braamfontein
Johannesburg
Republic of South Africa
(Hereinafter referred to as "Conhill")**

BID NUMBER: CONHILL/01/FAC/2018

CLOSING DATE: 16 MARCH 2018

TIME: 11:00AM

DESCRIPTION: Appointment of a Service Provider for Repair and Maintenance of Accessible Lifts, for a Period of 3 Years, including Lift replacement Project.

COMPULSORY BRIEFING:

Yes

No

DATE:	01 MARCH 2018
TIME:	11H00AM
VENUE:	11 KOTZE STREET, OLD FORT BUILDING, BRAAMFOTNEIN (HUMAN RIGHTS CONFERENCE ROOM)

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CONDITIONS FOR COMPLETING BID DOCUMENTS

Document	Comments	Submitted? (Yes / No)
SBD 1 (Invitation to bid)	Make sure it is signed	
SBD 2 (Tax Clearance Certificate)	Provide valid tax clearance certificate and Tax pin	
SBD 3.3 (Pricing schedule)	Filled or refer to an Annexure or addendum where price is mentioned	
SBD 4 (Declaration of interest)	Make sure it is signed	
SBD 8 (Declaration of Bidder's past supply chain management practices)	Make sure it is signed	
SBD 9 (Certificate of Independent Bid Determination)	Make sure it is signed	
Certified copies of Original of Company Registration Documentation NB: Certification stamp must be original and no more than 3 months old as at date of closing of tender	1. certificate of registration, 2. change of name certificate (if applicable) 3. register of directors, and most current registered business address (Company Registration: CM1 and CK1, Change of Name Certificate: CM9, Latest Registered address: CM22, Most current register of directors CM29 and CK2)	
Total Bid Price	Total bid price must be completed on the SBD1 form.	
Vat Registration Certificate	If applicable	
BBBEE Certificate & BBBEE Statement / Sworn Affidavit	Valid certified copies must be submitted	
Company Profile	Include structure of the company	
Certified copies of Share Certificates	For all current shareholders if applicable	
Certified copies of identity documents	For all current shareholders / members	
CID Grading	Minimum 4 SI or 3 SI PE or Higher	

IF ANY OF THE ABOVEMENTIONED CONDITIONS IS NOT MET AND/OR ANY OF THE REQUESTED DOCUMENTS ARE NOT SUBMITTED AS PRESCRIBED, THE BID EVALUATION COMMITTEE SHALL HAVE THE DISCRETION TO DISQUALIFY THE BID

1. Bid Documents must be completed with ink (Blue or black) and not typed. No tippex is allowed. All changes must be scratched out and a signature appended next to each change.
2. All certified documents must be within the current six (6) months. Copies of previously certified documents will not be accepted and may result in automatic disqualification.
3. **Bid documents must be secured and submitted in a three envelope system: containing the THREE (3) separate envelopes as follows : (Mandatory, Technical and Financial).**

Envelope 1: Mandatory and returnable documents (refer to page 26 -27)

Envelope 2: Technical Evaluation (refer to page 28 - page 31)

Envelope 3: Pricing and BEE (refer to page 36)

PART A

YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF CONHILL

BID NUMBER: **CONHILL/01/FAC/2018** CLOSING DATE: **16 MARCH 2018** TIME: **11:00AM**

DESCRIPTION: Appointment of a Service Provider for Repair and Maintenance of Accessible Lifts, for a Period of 3 Years, including Lift replacement Project.

BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT:

**Constitution Hill Development Company Soc Ltd
Old Fort Building
11 Kotze Street, Braamfontein
JOHANNESBURG
2017**

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration. The bid box is generally open from 08:30 and 16:30, Mondays to Fridays, prior to closing date or before 11:00 on the closing date.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

**THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**

NAME OF BIDDER.....

POSTAL ADDRESS.....

.....

STREET ADDRESS.....

TELEPHONE NUMBER CODE..... NUMBER.....

CELL PHONE NUMBER.....

FACSIMILE NUMBER CODE..... NUMBER.....

VAT REGISTRATION NUMBER.....

HAS A TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? YES/NO

ARE YOU THE ACCREDITED REPRESENTATIVE?
IN SOUTH AFRICA FOR THE GOODS/SERVICES OFFERED BY YOU? YES/NO
(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER:..... DATE:

CAPACITY UNDER WHICH THIS BID IS SIGNED.....

TOTAL BID PRICE:

NB: Total to Include Value Added Tax if registered as a VAT Vendor

A.1.1. CONDITIONS OF BIDDING

1 Proprietary Information

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

2 Enquiries

- 2.1 All communication and attempts to solicit information of any kind relative to this tender should be in writing and channeled to:

Name : Solly Malatsi

Email : s.malatsi@constitutionhill.org.za / solly@conhill.org.za

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

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

3 Validity Period

- 3.1 Responses to this tender received from suppliers will be valid for a period of **90 days** counted from the closing date of the tender.

4 Briefing Session and Clarifications

- 4.1 **Briefing session will be held on the 01 March 2018 at 11h00am (11 Kotze street, Old fort building, Braamfontein – Human rights conference room)**

5 Submission of Tenders

- 5.1 Tenders should be submitted in a sealed ONE (1) ENVELOPE - containing the THREE (3) SEPARATE ENVELOPES (Mandatory, Technical and Financial) - endorsed, **CONHILL/01/FAC/2018**. The sealed envelope must be placed in the tender box at the Old Fort Building, 11 Kotze Street, Braamfontein, Johannesburg by no later than **16 March 2018 at 11h00am**.

- 5.2 The closing date, company name and the return address must also be endorsed on the envelope. If a courier service company is being used for delivery of the bid document, the bid description must be endorsed on the delivery note/courier packaging to ensure that documents are delivered into the BID BOX at the reception, at Constitution Hill.

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

- 5.4 Amended bids may be sent, together with the original bid, in an envelope marked "Amendment to bid" and should be placed in the bid box before the closing date and time. An amendment bids without original bid document will not be considered.

- 5.5 The bidder is responsible for all the cost that they shall incur related to the preparation and submission of the bid document.
- 5.6 Kindly note that **Conhill** is entitled to amend any bid conditions, validity period, specifications, or extend the closing date of bids before the closing date. All bidders, to whom the bid documents have been issued, will be advised in writing of such amendments in good time.
- 5.7 **Conhill** reserves that right not to accept the lowest bid of any tender in part or in whole. It normally awards the contract to the bidder who proves to be fully capable of handling the contract and whose financially advantageous to **Conhill**.
- 5.8 Conhill also reserves the right to award this bid to a purely empowerment company or may award this bid on conditions that a joint venture with an empowerment company is formed. This may be added to the criteria when evaluating the bids.
- 5.9 Conhill also reserves the right to award this bid as a whole or in part without furnishing reasons.
- 5.10 Conhill reserves the right to, amongst other things, conduct unscheduled or scheduled site visit/s to satisfy itself, as to the validity of the information provided on this bid documents.
- 5.11 Failure to provide total bid price on SB SBD.1 shall result in automatic disqualification.
- 5.12 An incomplete price list shall render the bid non-responsive.

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

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate.
2. Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
3. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
4. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
5. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
6. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
7. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.efiling.co.za

A2: TERMS OF REFERENCE

1. General Requirements

1.1. General

The Contractor shall attend fault call, inspect, service, repair, maintain, modify, supply, install, test and commission the installed accessible lifts (chairlifts and platform lifts) to meet the functional requirements of various areas of the precinct. All materials, equipment and appliances shall be originated from the original or reputable manufacturers.

All materials and workmanship shall comply with all relevant sections of the latest edition of the following and all current amendments thereto issued, unless otherwise specified on a particular Works Order or instructed by the Employer :-

- a) The latest issue of SABS 0142: "Code of Practice for the Wiring of Premises",
- b) The Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended,
- c) The Local Government Ordinance 1939 (Ordinance 17 of 1939) as amended and the municipal by-laws and any special requirements of the local supply authority,
- d) The Fire Brigade services Act 1993 Act 99 of 1987 as amended,
- e) The National Building Regulations and Building Standards Act 1977 (Act 103 of 1977) as amended,
- f) The Post Office Act 1958 (Act 44 of 1958) as amended,
- g) The Electricity Act 1984 (Act 41 of 1984) as amended and
- h) The Regulations of the local Gas Board where applicable

All work shall be in accordance with the requirements of the SABS1545-1; SABS1545-2; SABS1545-5; SABS1545-10; SABS1543; "Specifications for Lifts, Escalators and Passenger Conveyors" and shall comply with the Occupational Health and Safety Act 85 of 1993 and current regulations of all other codes applicable to this work.

Equipment and materials utilised shall be new and manufactured in accordance with EN-81 standards and approved by the local authorities having the appropriate jurisdiction. All equipment shall be provided by the same manufacturer.

The Contractor shall provide sufficient qualified technical staff, field staff and safety personnel to ensure the Works under this contract be satisfactorily carried out safely and meeting the performance targets and programmes. The Contractor shall also provide competent attendant(s) to monitor any works in relation to the lift maintained (e.g. cleaning of lift pits, electrical system maintenance, etc.) arranged by the Employer at no extra charge.

1.2. Site Visits before Submitting Tender

Before completing and submitting tenders, the tenderers are advised to visit the sites to appreciate and familiarise the extent of work. Venue address can be viewed at the Employer's office and site visit could be arranged by contacting the Employer whose name is given in the **Notes to Tenderers** of the tender document. Failure to visit site(s) prior to tendering will not be entertained as an excuse for deviations once the tender is submitted. The technical details given in the **Equipment Schedule** is for indication

of the approximate information only and the tenderer shall have no claim against the Employer should the actual detail vary considerably from the list.

1.3. Taking over of Existing Lifts

The maintenance of the lifts is currently carried out by a maintenance contractor. With effect from the commencement date of the Contract, the Contractor shall take over the above responsibility and shall carry out the Works for those existing lifts in accordance with the requirements of this Particular Specification.

Upon taking over the maintenance of the lifts, the Contractor shall carry out a thorough examination for each lift and submit an examination report by an approved inspection authority for every lift to the Employer's Representatives within two (2) weeks from the date of commencement of Contract. The Contractor shall check the running conditions of the lifts and shall immediately inform the Employer of any defect found. Apart from the above defective components or equipment claimed by the Contractor, it is deemed that all lifts available to him are in good working order and the Contractor shall be required to accept full responsibility of maintaining the lifts.

Unless the lift concerned is to undergo modification or repair work, the submission of the examination report should not be delayed for more than a month from the date of taking over of maintenance. In quoting the price in the **Form of Tender**, it is deemed that the Contractor has included adequate contingencies to off-set any work he may find necessary to meet his own ongoing maintenance requirements.

1.4. Handover of Lifts prior to Termination or Expiry of Contract

One month prior to the termination or expiry of the Contract, the Contractor shall arrange a schedule handover to the Employer for all lifts of the Contract. The Contractor shall carry out a thorough examination on each lift within one month prior to the termination or expiry of the Contract and submit a test/examination report issued by an approved inspection authority for every lift to the Employer's Representatives two weeks prior to the termination or expiry date of the Contract. The Contractor shall ensure that the lifts are in good working order, safe and satisfactory operation condition at the time of handover. The successive maintenance contractor shall be invited by the Employer's Representative to attend the joint site handover inspection.

During the handover inspection, any defect and/or damage found in any of the lift caused by the negligence of the Contractor as construed from the terms and conditions of the Contract, shall be duly and timely rectified/repared at the Contractor's own expenses and to the satisfaction of the Employer before arranging for another inspection of the lift.

The Contractor's obligation under the Contract shall not be released until all lifts of the Contract are successfully handed over to the Employer. All incurring expenses including the cost of works to be carried out by others due to the unnecessary delay in handover of lifts to the Employer upon the termination or expiry of the Contract shall be fully reimbursed from the Contractor accordingly.

1.5. Stock of Spare Parts, Replacement and Use of Alternative Make

In the execution of servicing and maintenance, repair and operation work on site, apart from transport, necessary labour, tools, equipment, testing instruments, the Contractor shall also be responsible for

keeping adequate stock of spare parts. All labour costs and costs for repair or replacement of parts whenever required shall be included under this Contract.

- a) All the parts shall be provided to site within 24 hours for replacement/rectification works excluding lift motors.
- b) The Contractor shall keep adequate stocks of essential spare parts, equipment and other components which are necessary to maintain the safe and satisfactory working condition and operation order of the lift at all times. The essential spare parts shall include but not limit to major items such as controller cards, driving chain, handrail, etc. Replacement of equipment, parts and components shall be made in accordance with manufacturer's spare part list. The Contractor shall be required to provide details, with supporting document, of the stock level of their spare parts to provide capability to meet the requirements of the Specification.
- c) A permanent replacement of the genuine equipment, parts and/or components with alternative products shall **not** be implemented without good reasons, subject to the manufacturer's warranty that the safe and satisfactory working condition and operation order of the installation will not be affected due to the use of alternative make. The approval of Employer shall be obtained prior to the replacement.
- d) Subject to Employer's approval on each case, alternative and compatible equipment, parts and/or components are allowed to be used as contingent measure to temporarily re-instate the function and operation of the lift during on-call maintenance and emergency repair services, and subject to the Contractor's undertaking for their subsequent replacement by genuine products as quoted in the manufacturer's spare part list on or before a specified date to be agreed by the Employer. Unless otherwise specified in the Particular Specification, the temporary and subsequent replacement works including provision of equipment, parts, components, all necessary tools and materials shall be provided under the Contract at no extra cost.
- e) Any replacement of equipment, parts and/or components due to non-availability of spare parts and/or obsolescence shall be substantiated by the manufacturer of the product.
- f) Expected risks shall be limited to damage caused to the lift by flooding, fire, etc., beyond the control of the Contractor and as agreed by the Employer.

1.6. Log Book

The log book shall be provided by the Contractor and kept at management offices of management agent or Employer's representative, or appropriate places on site as agreed by the Employer. Every attendance and detail of work done to each lift shall be entered into the log book by the Contractor so as to form a maintenance record, and/or to certify the Contractor's attendance visits as required by this Contract. The log book entries will be taken as record for the services provided by the Contractor in accordance with the requirements stipulated in the requirements of the SABS1545-1; SABS1545-2; SABS1545-5; SABS1545-10; SABS1543; "Specifications for Lifts, Escalators and Passenger Conveyors" and shall comply with the Occupational Health and Safety Act 85 of 1993 and current regulations of all other codes applicable to this work. The Employer's Representative will check the entries randomly to ascertain the work described in the Contract properly executed. If the lift is found not attended for a period of time, the monthly payment will be adjusted according to the formula given in Clause 7.2 of this Particular Specification.

In addition to record in the log book, the Contractor shall also inform the Employer's Representative in writing for any anomaly found during the routine inspection which may not cause present danger to the passenger but awareness is to be taken.

If the log book is damaged, lost or fully complete, the Contractor shall inform the Employer's Representative immediately for its replacement. The replacement of log books and their return to the Employer's representative or other party as designated by the Employer is the responsibility of the Contractor under the Contract.

1.7. Shut-down of Lifts

Shut-down of lift and escalator system at the premises or site concerned during execution of works shall be kept to minimum. The Contractor shall dispatch sufficient technical staff to execute diligently the works within a reasonable period of time or as directed by the Employer.

If shut-down is deemed necessary and is not caused by any incident which required to be reported to Facilities Manager, the following guidelines must be observed:

- a) Shut down of any lift must be strictly on need basis and resumed as soon as possible.
- b) Avoid shutting down all lifts or escalators within a building at the same time.

If the lift or escalator cannot be resumed before the end of the 4-hour period after the Contractor becomes aware of the serious incident, the Contractor shall display a notice in a conspicuous part of the lift.

The Contractor shall be responsible for giving well in advance verbal and written notice to the Employer or his representative on any shut down indicating the scheduled shut down period and the resumption of the system. If extension of shut down period is required for the system, the Contractor shall report the case to the Employer and the venue-in-charge immediately. Any shut down case and details of shut down shall be recorded in the maintenance log book kept at site.

The Contractor shall provide and fix at all landings with appropriate notice and guard railing during each shut down incident. The temporary guard railing and notice should be taken away immediately when the system is resumed to normal or upon instructed. The cost of these provisions, including all necessary items under the Employer's instructions, testing procedure, and essential examination activities specified under the Works Code shall be deemed to be included in the Schedule of Rates and they will not be separately paid.

1.8. Access Control

The Contractor shall ensure that the lifts included in this Contract are properly and adequately executed in good working order, safe operation condition and for their efficient performance. Before leaving the site and on completion of execution of work each time, the Contractor shall be report to the Facilities Management department for the signing off of each job card. In the event of an emergency, after-hours or weekend work, all job cards shall be signed off by the Security Control Room as would be directed to the Contractor during such incidences.

1.9. Information to be submitted to the Employer

In addition to the requirement of staff organization, Contractor's facilities, programs, plant logs and reports, etc. that stipulated in the specification, the Contractor shall obtain the approval from the Employer, and notify the Employer or his representative the method, sequence and program for execution of the works prior to the execution of the Works in all cases of maintenance, overhaul, repair, modification, addition and/or improvement work.

The Contractor shall, at all time, ensure no/minimal interference to client and other contractors on site during the whole course of execution of the works. Failure in compliance with this requirement, the Contractor shall indemnify the Employer against any claim arising from his fault.

1.10. Remedy on Contractor's Failure to Perform

As specified in Clause 7.3 of this Particular Specification and should there be any repairing work outstanding for over seven (7) calendar days for whatever reasons, the maintenance fee for the lift or escalator of the concerned work would be deducted from the contract on monthly basis until the repair work is made good and the whole system is restored to its normal operation.

If the Contractor fails to carry out any work required under the Contract or refuse to comply with any instruction or order given by the Employer in accordance with the Contract within a reasonable time, the Employer may give the Contractor a five (5) calendar days' notice in writing to carry out such work or comply with such instruction.

If the Contractor fails to comply with such notice, the Employer shall be entitled to carry out such work or instruction by his own workmen or by other contractors. Without prejudice to any other remedy, all additional expenditure properly incurred by the Employer in having such work or instruction carried out shall be recoverable by the Employer from the Contractor by deduction from moneys due to the Contractor under this Contract or under any other contract between the Employer and the Contractor.

2. Commencement Date

It is the Employer's intention to award a contract to become effective on or before 01 April 2018 for a period of three years..

3. Hours of Work

All normal work under this Agreement will be performed during regular hours of regular working days of the elevator trade: Monday through Friday 8:00 a.m. to 5:00 p.m. ("Regular Hours"). Contractor agrees to designate an elevator mechanic to perform on-site preventive maintenance procedures for elevators exclusive of emergency callback service, emergency repairs, scheduled repairs or safety tests which should be assigned to separate repair personnel.

If work is required outside of Regular Hours, Employer will pay only the difference between normal and overtime labour at the Contractor's billing rate, as specified in Section 8 of this Agreement, except as otherwise provided.

4. Extent of Works

4.1. General Requirements

The Contractor shall provide the all-in comprehensive maintenance service and to maintain efficient and prompt response to breakdown; emergency call-out or complaint for the timely attendance of installation/equipment failure and/or unsatisfactory services.

The Contractor shall properly, effectively and efficiently operate and maintain all the lift involved in the Contract for their reliable, satisfactory and safe operation.

In addition, the Contractor shall, as and when instructed by the Employer, repair or replace at his own cost any part/component/equipment of a lift, which is proved to be defective by reason of the Contractor's negligence, inadequate servicing and maintenance, poor performance and workmanship, use of incorrect materials or materials of inferior quality. Claim in any form whatsoever made by the Contractor for such repair work or replacement of parts / component / equipment will not be accepted by the Employer.

The Employer shall reserve the right to order suspension of any work at any stage, should the work be found of poor workmanship / quality, using inferior and/or incorrect materials, applying incorrect and/or improper method for the execution of the work and/or with any other action that may cause damage to the lift, its equipment and/or personnel. The Contractor shall immediately rectify such work at his expenses after being instructed by the Employer.

At the Employer's discretion, Employer's representatives or other designated personnel will carry out inspection on any lift or escalator at any time, in particular after major alteration / major component replacement or periodic testing and examination or upon receipt of complaint. The Contractor shall dispatch adequate and sufficient technical staff on site for the smooth progress of inspection upon request.

4.2. On-call Maintenance and Emergency Repair Services

4.2.1. Contractor's Emergency Call Centre

The Contractor shall operate a Contractor's Emergency Call Centre (CECC). The CECC shall be equipped with adequate tele-communications equipment, manned by sufficient number of technical and administrative staff as agreed by the Employer to meet the following performance requirements:

-

- a. To confirm within 15 minutes the appointment date and time for execution of fault/emergency call requests received from the Employer or his representatives.
- b. To monitor the progress of the fault/emergency call attendance and to report to the Employer or his representatives on any unattended appointment (including missed appointment and inaccessibility to the premises) and the subsequent remedial measure no later than 30 minutes of the originally scheduled appointment time.
- c. To report the completion of fault/emergency call attendance within one (1) day.
- d. To feedback and resolve on any complaint received on the fault/emergency call within 30 minutes of notification from the Employer or his representatives.

- e. The Contractor shall also supply and install permanent labels made of plastic material or stainless steel indicating the Contractor's name and emergency telephone numbers for each lift or a group of lift in the main landing within one month after commencement of contract or immediately upon any changes.

4.2.2. *Fault Call Service*

- a. A 24 hour, 7 day per week, 365 (366 when leap years occur) days per year call-out and repair service is to be in force throughout the duration of the Contract.
- b. All calls to the Contractor's emergency services are to be responded to promptly and the Contractor is to be on site and report to the Employer's Representative following the fault call procedures.
- c. An emergency service is to be manned and available 24 hours a day, 7 days a week, 365 days per year (366 when a leap year occurs) throughout the year including Sundays and Public Holidays.
- d. Response Time – the Contractor shall respond to the Company's call for service and arrive the site:
 - within 30 minutes in case of lift trap; and
 - within 60 minutes in case of non-lift trap.
- e. After receiving instructions from the Employer or his representative, either verbal or written, all faulty systems should be restored to its normal condition within one (1) day or as the date agreed by the Employer.
- f. Should the Contractor fail to respond promptly within the specified period, the Contractor shall immediately contact the Employer or his representative and provide sufficient justification for his incapability to comply with the requirement of response.
- g. For any serious lift incident including the death or injury of a person, the Contractor shall immediately contact the Employer or his representative.
- h. If the lift is beyond emergency repair, the contractor is required to make safe the lift and install a suitable notice indicating "Out of Service" at a prominent position and inform the Employer and any other party as directed by the Employer.
- i. If the Contractor could not complete the rectification works within the specified period, the Contractor shall submit a written report, explaining for the non-compliance, to the Employer within one calendar day after such non-compliance is found.

4.2.3. *Emergency Service Team(s)*

The Contractor shall maintain Emergency Service Team(s) consisting of technically qualified, skilled and experienced technicians for prompt attendance of fault calls and to provide the On-call Maintenance and Emergency Repair Services (hereafter referred to as emergency services) at any time specified in Clause 4.2.2(c).

Should any passenger is injured as reported, the Registered Lift Engineer shall arrive at the site of incident within two (2) hours to conduct detail investigation of the incident and thoroughly examination of the lift.

The emergency services shall include overtime works, all mechanical, electrical, and electronic works, and inspection, testing, adjustment, commissioning and cleaning which are found necessary

to reinstate the safe and satisfactory working condition and operation order of the lift as soon as possible and within 24 hours. The Contractor shall be required to substantiate the time required for repairing work should it be considered by the Employer to be unreasonably long.

During repair, and before resumption of services, notices indicating "Out of Service" shall be displayed prominently at all landings including that at the main entrance for the defective lift. For outdoor equipment which are out of service but without any site work being carried out, the display of "Out of Service" shall be replaced by a notice posted at a convenient location adjacent to the upper and lower landings indicating apology from the Contractor and with the anticipated date of resuming escalator service indicated, while the use of the escalators as an alternative stair by the public shall be maintained as long as it is safe and practicable.

4.2.4. The Schedule of Rates shall have been fully inclusive to cover costs of providing the on-call and emergency service comprising transport, labour and materials, including cleaning materials, tools, inspection, measuring and testing equipment, and equipment, parts and/or components for the replacement of aged, deteriorated and/or defective items as and when necessary during the emergency services and they will not be separately paid.

4.2.5. The Contractor shall submit to the Employer, a detailed inspection, service and repair report within 48 hours of receipt of each fault call. The report shall at least include the following information: -

- a. Date/time of receipt of fault call.
- b. Date/time of arrival of Emergency Service Team to the site of incident.
- c. Date/time of reinstatement of safe and satisfactory working condition and operation order of the Lift/escalator.
- d. Causes of fault/alarm.
- e. List/details of emergency service being carried out including repairs and/or replacement works.
- f. Follow-up action if required, due to off-site repair works.
- g. Tentative time schedules for completion of off-site repair works and all other necessary works.
- h. Photo records
- i. Description of the fault.
- j. Fault symptoms
- k. Remedial action taken
- l. Preventive measure
- m. Location

For all major incidents that the Employer or his representatives consider necessary, the Contractor shall be required to submit major incident reports of details equivalent to a fault call report within 48 hours.

4.2.6. For monitoring the performance on attending fault calls, the Contractor shall submit to the Employer a monthly report by electronic means together with a signed hard copy as shown on the Appendix 2 hereof on fault calls in the first week of each following month. The

computer format of the monthly report shall be submitted to the Employer for approval and monthly report shall include the following information: -

- a. No. of fault calls received for each lift of each location.
- b. No. of fault calls in (a) attended within 30 minutes as specified in Clause 4.2.2(d) of the Particular Specification.
- c. No. of fault calls in (a) attended within one hour as specified in Clause 4.2.2(d) of the Particular Specification.
- d. No. of fault in (a) rectified within 24 hours as specified in Clause 4.2.2(f) of the Particular Specification.
- e. No. of faults in (a) rectified within 1, 3, 7, 14 or over 14 working days.
- f. Number of breakdown and downtime in the month.
- g. Number of fault calls that the Contractor fails to respond on time.
- h. Mean time to respond to a call.
- i. Other details as and when required by the Employer or his representatives.

4.3. Performance Target on Maintenance Services

4.3.1. The Contractor shall submit records of the following service performance and corresponding Performance Indicator (PI) reports with detail calculation to the Employer in the first week of the following month.

a. Service Availability: -

- i. Total number of hours of system breakdown, including individual component breakdown, due to all reasons other than scheduled maintenance works;
- ii. Number of maintenance service breakdown;
- iii. Time duration of system interruption for planned maintenance; and
- iv. Reasons causing system breakdown.

The performance target shall monitor the availability of lift service to the critical premises. The "Service Availability" shall be evaluated as follows:-

$$1 - \frac{\text{Total downtime of lift(s) in minutes}}{\text{Total operating time (minutes)}} \times 100\%$$

Where

- *Total downtime – Total down times (min.) i.e, Total loss of operating hours of each lift counted for all lift failure, "System Withheld", from all lifts on the premise during the concerned period*
- *Total operating time – Total operating time (minutes) counted for the sum of total normal operation of all lifts on the premise during the concerned period, in one-month time.*

b. Response Time to Fault Calls: -

- i. Service response time duration (in minutes) from the fault call received (Employer or his representative whichever is earlier) to arrival on site of incident;
- ii. Total number of system fault for each call;

c. Fault Call Rectification

- i. Fault rectification time on each system fault;
- ii. Total time taken for the repair right from fault call received until fault rectified for each system breakdown (urgent or non-urgent fault repair);
- iii. Details of contingent measures taken or alternatives made, if applicable.

4.3.2. The Quarterly system "Service Availability" shall be maintained and should not be lower than 99%.

4.3.3. The Contractor shall deliver full maintenance and repair services in accordance with the performance targets of lifts as specified in **Annexure 1** to this Particular Specification.

4.4. Regular Inspection and Servicing

All planned maintenance works should be well planned, coordinated, equipped with sufficient staff and organized to the satisfaction of the Employer and his representatives. All cost for all works required is deemed included in the itemized rates in the **Pricing Schedule**.

4.4.1. Scope of Inspection and Servicing

The Contractor shall dispatch competent and specially trained technicians to each lift regularly according to the Maintenance Schedules specified in **Annexure 2** in terms of frequency and scope of work, to keep the lifts in a clean, smooth, quiet and safe operating condition.

4.4.2. Quarterly Service Report

The Contractor shall submit to the Employer a Quarterly Service Report on the routine maintenance services delivered to each lift in the calendar month executed in. Each Quarterly Service Report shall: -

- a) be submitted within one (1) week after the date of the last inspection to which the report relates;
- b) be a typed report duly signed by a Registered Lift Engineer;
- c) state the condition of the major safety components as detailed in the inspection sheet and detail any unsatisfactory items or any wrong method of operation by the users, or any improvement work which may be considered necessary;
- d) state clearly dates of replacement for major parts such as motor, driving chain, handrail, etc. in the reporting quarter;
- e) indicate the date of last safety test and date of last full load safety test for lifts; and certify that the lift is or is not in a satisfactory and serviceable condition.

The Contractor shall issue an interim report should any routine inspection reveal any items of unsatisfactory nature not included in the last preceding quarterly inspection report. Such interim report shall be submitted within seven (7) working days of such inspection.

4.5. Planned Examination Testing and Maintenance

4.5.1. General

The Contractor shall carry out periodic examination, testing and maintenance for every lift and escalator in accordance with those stipulated in the provisions of the latest edition, at the time of implementation of the Contract, of the following:-

- a. Requirements of the SABS1545-1; SABS1545-2; SABS1545-5; SABS1545-10; SABS1543; "Specifications for Lifts, Escalators and Passenger Conveyors" Lifts and Escalators Ordinance, Cap. 618;
- b. Any other regulation or by-law of any local or other duly constituted authority, which may be applicable to such tests

4.5.2. Report on Equipment beyond Economic Repair

For any lift considered beyond economic repair by the Contractor, the Contractor shall submit report certifying the equipment is beyond economic repair and the report shall include full description of extent of damage, cost for repair and the estimated remaining life if implementing repair. Upon the instruction of the Employer or his representative, the Contractor shall also examine any lift to identify whether it is beyond economic repair and shall submit report including a statement on whether the examined lift is beyond economic repair together with the above-mentioned description.

4.6. Alterations, Addition and Improvement Works

4.6.1. General

During the Contract Period, the Contractor may be required to carry out some of the alteration, addition and/or improvement works for a lift to suit the updated/revised operational requirements.

The Employer will inform the Contractor the extent of alteration, addition and/or improvement work for the lift and the Contractor shall prepare a quotation for the work. The quotation shall be submitted for the Employer's assessment within the time frame as instructed, complete with detailed itemized breakdown for works and technical information for materials/parts/components offered, fully priced and with sufficient and satisfactory documentary evidence in support of the quotation.

The Employer reserves the right to reject the Contractor's offer if considered unreasonable due to high "star rates" for non-scheduled items and/or inferior quality of materials/parts/component offered, and to put the said Works out for tender and employ another registered lift contractor to undertake the Works, even though such works will be connected to the system under the maintenance of the Contractor. When such Works are completed to the satisfaction of the Employer, the Contractor shall be obliged to take the Works into maintenance along with the original system. A site instruction will be issued by the Employer for this purpose.

4.6.2. Resumption Permit

The Contractor shall arrange examination of the lift or escalator by a registered lift engineer after the completion of a major alteration so as to confirm that part affected by the major alteration is in safe working order. The Contractor shall apply and obtain the Resumption Permit for the lift from the Department of Labour, and make copies to the Employer, and any other party as directed by the Employer or his representatives for record. The lift must not continue to be used and operated unless a resumption permit has been obtained. The Contractor shall provide every means such as isolating the power supply and provide

suspension notice at the main landing to prevent inadvertent opening of lift or escalator by other persons.

4.6.3. Nature of Works

For all Alteration, Additions and Improvement Works, a site instruction will be issued by the Employer for this purpose. The Contractor shall include all costs for labour and materials to supply and install, test and commission the part of system that has been altered or added by him as well as maintaining the completed work half year at no extra cost, or until 6 months after the expiry of Contract Period, whichever period is shorter. The Contractor shall be required to carry out all necessary works in the Defect Liability Period as required.

Upon completion of the Works, the Contractor shall submit a maintenance plan for the above Works to the Employer or his representative for approval and shall provide two copies of equipment operation and maintenance manual(s) together with relevant drawing(s) where applicable to the Employer for record purpose.

Where the extent of Alteration, Addition or Improvement Works is such that it affects the original classification of the lift, the Contractor shall initiate such actions and submit the relevant forms to the Department of Labour. The costs on the preparation of submission will be deemed to be included in the quotation approved by the Employer as a result of the site instruction issued.

5. Equipment Description

Commencing on the 01 April 2018, the following lifts will be handed over to the successful bidder, and will be for a total of 36 months:

Accessible Lifts (lifts for persons with disabilities)

Ref	Type of Lift	Location
1.	Wheelchair Platform Lift, Vimec – V64	Visitors Centre
2.	Wheelchair Platform Lift, Vimec – V64	Number 4, Food Area
3.	Wheelchair Platform Lift, Vimec – V64	Number 4, Shower Area
4.	Wheelchair Platform Lift, Vimec – V64	Number 5, Shower Area
5.	Wheelchair Platform Lift, Vimec – V65	Old Fort, Ramparts
6.	Platform Stair Lift, 1 stop	Square to Women's Walk
7.	Platform Stair Lift, 2 stops	Boiler House
8.	Platform Stair Lift, 3 stops	Square to Tunnel
9.	Indoor Scissors Lift	Number 4, Life in a Cell

6. Additions or Deletion of Lift Equipment

Chairlifts and/or platform lifts may be added during the contract term at a unit price agreed to by both parties. Deleted units shall reduce the contract price by the same amount as originally included in the Contractor's bid.

7. Payment

In general, payment shall be made monthly in arrears to the Contractor provided that the requisite work has been carried out satisfactorily and the required inspection reports duly submitted to the satisfaction of the Employer or his representative.

Upon receipt of the invoice, the Employer's Representative must pay the Contractor within 30 days. This is subject to the invoicing being both correct and free from anomalies.

7.1. Payment Claims

- a. The Contractor shall be responsible to prepare and submit at his cost payment claims for all works with forms and procedures specified in Clause 7.2 and Clause 7.3 below or other forms and procedures specified by the Engineer from time to time.
- b. Invoices must show the period, the lump sum for the maintenance work and the breakdown of all work for which the payment is being claimed for.
- c. All non-maintenance invoices must be presented on a per lift basis and a fully itemised list of the work being charged for will be incorporated into the invoice.
- d. If invoices are presented which do not fully comply with the format as detailed, they will be rejected. All invoices must portray the identity number of the lift involved and premises location.
- e. No payment must be made by the Employer's Representative for any unauthorised service performed by the Contractor.

7.2. Claim for Maintenance Service

For the routine comprehensive maintenance services, the Contractor is required to submit payment claim with one original of invoice and one copy of Claim Form for each submission. The Contractor is also required to submit a summary of Service Report with copies of Monthly Service Report and Quarterly Inspection Report with the Signature of the Employer's Representative to support their invoices by the end of each month. Those previous submitted Service Reports or outstanding Service Reports within the month shall be clearly indicated in the summary of Service Report in details. The monthly invoice value will be one twelfth of the total annual value for all items under maintenance services. The payment will be calculated in pro-rata for the lift that has an incomplete monthly maintenance service due to the date of its inclusion in the Contract by the following formula.

Payment for incomplete Quarter: -

$$(Number\ of\ days\ under\ maintenance\ service) \times (Monthly\ maintenance\ rate) \times \frac{12}{365}$$

The Employer reserves the right to withhold payment in part or in whole if the Contractor cannot submit evidence and proof to substantiate that the maintenance services was indeed satisfactorily executed and accomplished.

The Employer may arrange other payment arrangements, such as to have all routine monthly payment for the jobs to be listed by means of a computer system and paid to the Contractor automatically. The Contractor shall check and verify the payment lists on receipt of them and shall inform the Employer of any error within 14 days so that adjustment of the payment can be made accordingly.

7.3. Deduction of Maintenance Fee for Suspension of Service

For any repetitive breakdown or any lift or escalator which cannot be returned to normal services by the Contractor for a period exceeding two (2) calendar days, deduction in the monthly maintenance fee will be applied in accordance with the following details :-

Ref	Reason for not being returned to Normal Service	% Deduction of Quarterly Maintenance Fee
a.	Employer's written instruction, including alteration works	25
b.	Reasons beyond the Contractor's control (e.g. misuse, vandalism, fire, etc.)	50
c.	Breakdowns, repair, lack of spare parts, which arisen from normal wear and tear	100 (minimum one month)

The actual deduction will be directly proportional to the number of days after the two (2) calendar day period. The Contractor will be required to settle the actual period of shutdown with the Employer on individual cases and deduct the appropriate amount from the monthly bills accordingly before submission. The payment for an incomplete month will be calculated similar to the formula given in Clause 7.2 above.

The Contractor shall, during such out of normal service period, carry out minimum maintenance work to keep the entire lift and escalator in such a condition that it could be put back into normal operation at a later date. However, should the Contractor be unable to carry out part or whole of the required minimum maintenance work under the circumstances in 1) & 2) mentioned above and with reasons beyond their control, he shall be entitled to claim for a re-conditioning cost which shall be agreed upon by both parties on a job by job basis. The re-conditioning work shall include all labour, material, spare parts and test necessary for safe resumption of services.

In addition to the criteria on deduction of monthly maintenance fee set above, for any breakdown of any lift over the following frequency, deduction in the monthly maintenance fee will be applied in accordance with the following details :-

Ref	Frequency of Breakdown	% Deduction of Quarterly Maintenance Fee
a.	Breakdown, due to system fault(s), of the same lift over <u>2</u> times monthly	50
b.	Breakdown, due to system fault(s), of the same lift over <u>4</u> times monthly	100

7.4. Payment for Works Covered by Approved Purchase Orders

- 7.4.1. For Works ordered under cover by a Works Order, the Contractor shall submit payment claim with two (2) copies of invoice, similar to that for routine maintenance, and shall attach copies of original supplier's invoice where appropriate. The Employer may require the Contractor to submit measurements of quantities for materials/equipment used, etc. for checking and verification of the claimed payment. The invoices shall clearly indicate the Purchase Order number.
- 7.4.2. Additional works must be separately invoiced and these must be submitted monthly. Where such works are covered by the Schedules of Rates the schedules must be strictly adhered to in preparing the invoice.

7.5. Payments Withheld

- 7.5.1. Failure by Contractor to provide services or comply with any provision of this Contract shall entitle the Employer (in addition to any other remedies Employer may have) to withhold payments due to Contractor as may be deemed in the Employer sole and absolute discretion to be reasonably necessary.

8. Termination of Agreement

- 9.1. The Employer may terminate this Agreement at any time upon thirty (30) days written notice to the Contractor due to the following reasons:
 - 9.1.1. Unacceptable performance by the Contractor, which shall be determined in Employer's sole and absolute discretion,
 - 9.1.2. Contractor's failure to comply with all of its duties and obligations under this Contract,
 - 9.1.3. Sale of building,
 - 9.1.4. Permanent removal of equipment from service.

9. Failure to Perform

- 10.1. Contractor shall fully guarantee all work performed during the Term of the Contract and for a period of ninety (90) days after the termination date. Should the Employer determine during the Term or within thirty (30) days after termination that any required work has not been fully performed, has been performed improperly or not performed at all, the Contractor shall, after written notification by the Employer, correct said deficiency within ten (10) days. Failure to correct will be construed as a default under the Contract and the Employer has the right to secure others to perform the services and deduct the costs of these services from the contractual amount due to the Contractor under this Agreement.
- 10.2. The Employer reserves the right to engage an independent party to perform an evaluation to determine responsibility pursuant to this paragraph.

10. Award of Agreement

11.1. The Employer reserve the right to accept or reject any and all bids and to waive any formality in bids. All qualified bids will be evaluated and acceptance of the bid(s) shall be made and judged by the Employer to constitute the best value offered for the purpose intended.

11. Selection and Awarding of Agreement

This Bid will be evaluated through a three-stage process:

Stage	Submission Document	Method of Evaluation	Criteria
Stage 1	ENVELOPE 1	Administrative Compliance	All mandatory documents signed and submitted
Stage 2	ENVELOPE 2	Functionality – Technical Evaluation Criteria	Minimum score of 70%
Stage 3	ENVELOPE 3	Financial – Price & BBBEE	80/20 rule will apply

1. EVALUATION OF BIDS

A staged approach will be used to evaluate bids and the approach will be as follows:

- **Stage 1:** Mandatory Administrative Criteria (also see Returnable Documents section)
- **Stage 3:** Evaluate the Functionality Criteria of the Bid
- **Stage 4:** Evaluate Price and B-BBEE

Stage	Submission Document	Method of Evaluation	Criteria
Stage 1	ENVELOPE 1	Administrative Compliance	All mandatory documents signed and submitted
Stage 2	ENVELOPE 2	Functionality – Technical Evaluation Criteria	Minimum score of 60 points
Stage 3	ENVELOPE 3	Financial – Price & BBEE	80/20 rule will apply

The requirements of any given stage must be complied with prior to progression to the next stage. Constitution Hill reserves the right to disqualify bidders without requesting any outstanding document/information.

1.1. Mandatory Returnable Documents Requirements (Envelope 1)

A list of mandatory returnable documents must be consulted to understand which documents are required at the closing date and time. Further, to the mandatory returnable documents/information Constitution Hill will only consider bidders which have met the following ALL of the administrative criteria below:

No	Reference	Mandatory Requirements	Compliant	
1	Invitations to Bid form	Fully completed and signed SBD 1 forms	Yes	No
2	Tax clearance certificate requirements	Signed SBD 2 forms	Yes	No
3	Valid Tax Clearance Certificate	Attach an original Tax Clearance Certificate, as issued by SARS	Yes	No
4	Declaration of Interest form	Fully completed and signed SBD 4 forms	Yes	No
5	Signed SBD 6.1 forms	Fully completed and signed SBD 6.1 forms, in line with Preferential Procurement Regulations 2017	Yes	No
7	BBBEE Certificate	Attached a certified copy of BBBEE certificate issued by a Verification Agency	Yes	No

No	Reference	Mandatory Requirements	Compliant	
		accredited by SANAS or a Registered Auditor or		
8	Sworn Affidavit	Attached a copy of affidavit certificate.	Yes	No
9	Declaration of the bidder's past SCM practices	Fully completed and signed SBD 8 forms	Yes	No
10	Certificate of Bid Determination	Fully completed and signed SBD 9 forms	Yes	No
11	Company Registration	Provide CERTIFIED company registration documents as issued by CIPC (previously CIPRO)	Yes	No
12	Company Registration	CERTIFIED Identity Documents copies for all Company Directors	Yes	No
13	Central Supplier Database (CSD) Registration	Attach registration documents issued by National Treasury indicating unique registration number, etc	Yes	No
	CIDB Grading	Minimum cidb grading: 4 SI or 3 SI PE or higher	Yes	No

1.2. Functionality or Technical Evaluation (Envelope 2)

The functionality / technical evaluation will be conducted by the Bid Evaluation Committee (BEC), which comprises of various skilled and experienced members from diverse professional disciplines. The following functionality criteria will be used for evaluating all bid proposals, where proposals **must score an overall minimum of 70 points for the functionality criteria to qualify for further evaluation for preference points:**

the Bidders must submit proposals in the following format:

The following table will be utilised to evaluate the proposals received. Proposals should be numbered according to relevant paragraph in listed in the section below. In order to progress to the pricing evaluation bidders must have passed the mandatory requirements and met all evaluation criteria listed as required below.

Format

Divider	Criteria	Evidence
1	1 (a)	Letters of completion for PREVIOUS WORK ON REPAIR AND MAINTENANCE OF PASSENGER LIFTS AND STRETCHER LIFTS, on an appropriate letterhead and signed off by clients
2	2 (a)	Project organogram listing all key resources allocated to the project, including a management structure in place to support the successful performance of this contract
3	2 (b)	Roles and responsibilities including the basis of engagement (e.g. if sub-contracted/ full/ part time) are defined. Please make all reporting lines clear, both within your organisation and to ConHill
4	2 (c)	Attached brief CVs (1 pager) for ALL key staff who will be engaged in the delivery of the service to ConHill (indicating technical qualifications, copies of qualifications, previous projects, experience)
5	3	Mobilisation of Resources Plan
6	4 (a)	Service Levels and Performance – compliance with proposed service levels
7	4 (b)	Attach templates for monitoring of service delivery (work order, quotation, invoice)
8	5	Contract Monitoring – attach sample operations report
9	6	Health and Safety requirements
10	7	Environmental Management and Added Value requirements

2. Detailed Technical Evaluation Criteria Requirements

The following functionality criteria, will be used for evaluating all bid proposals, where proposals **must score an overall minimum of 70% for further evaluation for preference points:**

Technical Criteria	Sub-criteria	Points
<p>Bidder's team's appropriate qualifications and experience including repair and maintenance of accessible lifts (STRICTLY – ONLY WORKING EXPERIENCE ON ACCESSIBLE LIFTS WILL BE CONSIDERED, including functional refurbishment/renovation/restoration work experience and refurbishment/renovation/restoration on a such installations</p> <p>Note: Letters of Appointment shall not be considered as required proof of experience. Only relevant and signed letters from clients are acceptable, including both current and previous projects.</p>	<p>Letter of completion for PREVIOUS WORK ON REPAIR AND MAINTENANCE OF ACCESSIBLE LIFTS, on an appropriate letterhead and signed off by client, must be attached. Letter must detail the scope of work undertaken, project value undertaken, date of award and completion, and location where work was carried out). Failure to attach the required documents shall lead to forfeiture of points.</p> <ul style="list-style-type: none"> • 1 x Completion Letter – (5 points) • 2 x Completion Letters – (10 points) • 3 x Completion Letters – (15 points) • 4 x Completion Letters - (20 points) • 5 or more x Completion Letters – (25 points) 	25
<p>Key Personnel Capacity (background and experience of all key personnel proposed to undertake the services)</p>	<p>Proposed project resource schedule (please identify each resource, and specify role in the project). Failure to provide full details shall lead to forfeiture of points</p> <ul style="list-style-type: none"> • Project organogram listing all resources allocated to the project, including a management structure in place to support the successful performance of this contract (5 points) • Roles and responsibilities including the basis of engagement (e.g. if sub-contracted/ full/ part time) are defined. Please make all reporting lines clear, both within your organisation and to ConHill (5 points) • Attached brief CVs (1 pager) for ALL key staff who will be engaged in the delivery of the service to ConHill (indicating technical qualifications, copies of qualifications, previous projects, experience) (10 points) 	20
<p>Mobilisation of Resources</p>	<p>Detail how your organisation would achieve mobilisation in time for the anticipated commencement date and also how your organisation will manage the transition period</p> <ul style="list-style-type: none"> • No information provided (0 points) • Mobilisation plan is poor or poorly demonstrated (5 point) 	10

Technical Criteria	Sub-criteria	Points
	<ul style="list-style-type: none"> Mobilisation plan is adequate, i.e. shows estimated resourcing timeframes, training requirements, start and finish dates and logic to reach mobilisation requirements (10 points) 	
<p>Service Levels and Performance - indicating all the response times, listing of scheduled repair/replacement of covered equipment, prompt response times, lines of communications, and safety testing</p>	<ul style="list-style-type: none"> Detail how you would ensure that the emergency call out times detailed in the specification will be managed and adhered to. <ul style="list-style-type: none"> Service Availability (5 points) Response Times to fault calls (5 points) Fault rectification (5 points) Incident reporting requirements (5 points) Service monitoring reporting requirements (5 points) Bidders are required to demonstrate an efficient and fully auditable process for dealing with the entire work order process, from ordering through to invoicing. As part of this, samples of the following documents should be provided: <ul style="list-style-type: none"> Work order (3 points) Quotation (1 point) Invoice (1 point) <p>It is important that the tenderer demonstrates how each of the documents corresponds to the next, to enable a full tracking system to be evidenced.</p>	30
<p>Contract Monitoring</p>	<p>The service provider will be required to provide reports to ConHill. This should cover areas such as Key Performance Indicators, health and safety incidents, jobs raised by ConHill and service delivery.</p> <ul style="list-style-type: none"> Please provide a sample report that you would intend putting in place for this service. (5 points) 	5
<p>Health and Safety</p>	<p>Does the relevant section of your organisation hold a recognised health and safety management systems certificate, for example OHSAS 18001 or equivalent?</p> <ul style="list-style-type: none"> If “Yes”, enclose a copy of the certificate. (5 points) If “No”, please briefly describe what arrangements you have made to manage Health and Safety within your organisation and supply a copy of your health and safety policy. (5 points) As part of the tender submission, bidders should also include within their return, sample copies of 	5

Technical Criteria	Sub-criteria	Points
	their Health and Safety Risk Assessments. (5 points)	
Environmental Management and Added Value	<p>Does the relevant section of your organisation hold a recognised environmental management systems certificate, for example ISO 14001 or equivalent?</p> <ul style="list-style-type: none"> • If “Yes”, please enclose a copy of the certificate. (5 points) • If “No”, please describe any actions your organisation currently undertakes to demonstrate a responsible attitude towards environmental management. (5 points) • What other proposals do you have to adding value to this contract and how will these be delivered? <i>For example, the integration of new technology, use of local labour force, apprenticeships, etc</i> (5 points) 	5
TOTAL		100

13.1. ENVELOPE 3 – “FINANCIAL PROPOSAL: PROVISION OF REPAIR AND MAINTENANCE SERVICES OF ACCESSIBLE LIFTS FOR A PERIOD OF ONE YEAR AT CONSTITUTION HILL”

In the second phase evaluation bids, will be evaluated on the 80/20 principle with 80 points being allocated for price and 20 points allocated for B-BBEE.

	Mandatory Requirements	Compliant	
Pricing Schedule	Fully completed and signed SBD 3.1/3.2/3.3 forms	Yes	No
BBBEE Certificate	Attached a copy of BBBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor or Sworn Affidavit	Yes	No

- **BID PRICE IN RSA CURRENCY (ALL APPLICABLE TAXES INCLUDED)**
- Bid price in South African currency, foreign exchange risk is for the account of the Bidder.
- Only firm prices will be accepted. The price quoted is fully inclusive of all costs and taxes. No changes or extensions or additional ad hoc costs are accepted once the contract has been awarded.
- Detailed information is optional and is provided as annexures to the details provided above.

All annexures must be completed in full, using the given numbering format. All attachments or references to attachments must be clearly marked and specific to information required. Compliance or Non-compliance with detailed information must be indicated per paragraph as per numbering format if there are additional and/or alternative products/services, options must be separately tendered for in the form of a separate proposal, and with a complete schedule describing deviations from specifications and technical brochures must be submitted where applicable.

Own conditions submitted by small, micro enterprises will be considered sympathetically by Constitution Hill, however Constitution Hill reserves the right to call upon the tenderer to renounce such conditions.

If any of the conditions on this tender form are in conflict with any special conditions, stipulations or provisions incorporated in the tender, such special conditions, stipulations or provisions will apply. Companies who fail to adhere to the above requirements; risk being disqualified from the evaluation process.

10. Price and B-BBE Evaluation (Envelope 3)

In the third phase evaluation bids, will be evaluated on the 80/20 principle with 80 points being allocated for price and 20 points allocated for B-BBEE.

	Mandatory Requirements	Compliant	
Pricing Schedule	Fully completed and signed SBD 3.1/3.2/3.3 forms	Yes	No

All proposals submitted will be evaluated on Price and B-BBEE

- (i) Price
- (ii) B-BBEE status level of contribution

Bids are evaluated in accordance with the preferential Procurement Policy Framework Act (PPPFA), using the 80/20 split.

a) PRICE AND B-BBEE Evaluation:

80 points will be allocated to price and 20 preference points. BEE rating certificates/Sworn affidavits are applicable and scoring will be done as per B-BBEE Code of Good Practice guideline as indicated in the following table.

Bidders must submit valid Certificates & Statements which will be verified by the agencies.

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	10
6	8
7	4
8	2
Non-compliant contributor	0

b) EVALUATION OF BIDS THAT SCORED EQUAL POINTS

In the event that two or more bids have scored equal total points, the successful bid must be the one that scored the highest points for B-BBEE. If two or more bids have equal points, including equal preference points for BBEE, the successful bid must be the one scoring the highest score for functionality. In the event that two or more bids are equal in all respects, the award must be decided by the drawing of lots.

c) CANCELLATION AND RE-INVITATION OF BIDS

In the application of the 80/20 preference point system, if all bids received are equal to or below R50 000 000, the bid must be cancelled. If one or more of the acceptable bid(s) received are above the R50 000 000 threshold, all bids received must be evaluated on the 90/10 preference point system.

If a bid was cancelled in terms of paragraph 5.5.1 or 5.5.2, the correct preference point system must be stipulated in the bid documents of the re-invited bid.

An AO / AA may, prior to the award of a bid, cancel the bid if:

- Due to changed circumstances, there is no longer a need for the services, works or goods requested,
- Funds are no longer available to cover the total envisaged expenditure,
- No acceptable bids are received. [If all bids received are rejected, the institution must review the reasons justifying the rejection and consider making revisions to the specific conditions of contract, design and specifications, scope of the contract, or a combination of these, before inviting new bids].

d) AWARD OF CONTRACTS

A contract must be awarded to the bidder who scores the highest total number of points in terms of the preference point systems. In exceptional circumstances a contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number of points. The reasons for such a decision must be approved and recorded for audit purposes and must be defensible in a court of law.

e) REMEDIES, SALE AND LETTING OF ASSETS

Remedies

- AOs / AAs must act against the bidder or person awarded the contract upon detecting that the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the contract conditions have not been fulfilled.
- The institution may, in addition to any other remedy that it may have against the bidder or person:
 - Disqualify the bidder or person from the bidding process;
 - Recover all costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - Cancel the contract and claim any damages which it has suffered as a result of having to make less favorable arrangements due to such cancellation;
 - Restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after applying the audi alteram partem (hear the other side) rule; and

- Forward the matter for criminal prosecution.
- Institutions should involve their legal services when any of the remedies are applied.
- The details of any restrictions imposed on bidders, persons or contractors must be forwarded to the National Treasury for inclusion on the central Database of Restricted Suppliers.

- **Sale and Letting of Assets**

- In instances where assets are sold or leased by means of advertised competitive bids or written price quotations or by auctions the award must be made to the highest bidder.
- This bid will be evaluated using Regulation 5 or 6 of The Preferential Procurement Regulations, 2001.
- Due consideration must be taken into consideration for the total cash value of the packages offered by the tenderers, where such packages are permissible in terms of the conditions of tender. In other words, where the actual amounts tendered are roughly similar, but a particular tenderer, for example, also offers to make improvements to the property, the cash value of such improvements, which proposed improvements may not be deviated from, may also be taken into consideration to determine the highest tender.

**PRICING SCHEDULE
(Professional Services)**

NAME OF BIDDER:
BID NO.:
CLOSING TIME: _____

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

PRICING PROPOSAL

NOTE: This section must be submitted in a separate envelope, as per below. Failure to adhere to this mandatory requirement, will result in immediate the disqualification of bidders.

a. Pricing Proposal

Description of Services	Unit of Measure	Qty	Unit Price	Total Costs
Comprehensive Report - after change in the designation of the competent person/firm designated to examine and maintain a lift in terms of regulation 6.(1), including all the recommended repairs as per Lift Inspector	Once-off	1		
Fixed Price for Preventative Maintenance Schedule – as per specification attached and Original Equipment Manufacturer’s requirements	Quarterly	4		

b. Extra Billing Rates for Unscheduled Maintenance Work

Any regular time or overtime work, including travel time to and from the building, not otherwise included in the contract shall be billed to ConHill as an extra charge at the Bidder's following billing rates:

- i. Regular Working Hour R _____ Per Hour (One (1) Mechanic)
- ii. Regular Working Hour R _____ Per Hour (Mechanic & Helper)
- iii. Overtime Working Hour R _____ Per Hour (One (1) Mechanic)
- iv. Overtime Working Hour R _____ Per Hour (Mechanic & Helper)
- v. Sundays and Holidays R _____ Per Hour (One (1) Mechanic)
- vi. Sundays and Holidays R _____ Per Hour (Mechanic & Helper)

ANNEXURES

1 ANNEXURE 1 – Performance Targets of Lifts

Ref	Service Items	Performance Targets
1.	Service Availability of Accessible Lifts	≥99%
2.	Response Time to Fault Call a. cases with trapped passengers b. stoppages without trapped passenger	<30 minutes ¹ < 1 hour
3.	Fault Rectification a. urgent fault ² b. non-urgent fault	<24 hours <3 days
4.	Fault Reporting a. routine inspections, calls logged, repairs b. major incidents	≤24 hours ≤48 hours
5.	Operational and Governance Reporting c. quarterly reports	≤2 days after quarter-end

¹ For the performance targets on response time to fault call, the compliance level is 95% for all cases.

² Urgent fault calls refers to system or equipment failure bearing safety implication or seriously affecting the operation of the whole venue or substantial part of the venue. Faults other than urgent ones are treated as non-urgent.

2 ANNEXURE 2 – Maintenance Schedule for Accessible Lifts

Schedule No.	Description of Task
Quarterly Service	
1.	<ul style="list-style-type: none"> a) Check levelling operation. Clean and adjust leveling switches, hoist way vanes, magnets, and inductors. Repair and/or adjust for proper leveling. b) Check hoistway doors. Clean, lubricate car door or gate tracks, hangers and up thrust eccentrics, linkages jibs and interlocks. c) Clean, adjust and lubricate car door or gate tracks, pivots, hangers. d) On hoistway doors, clean, lubricate and adjust tracks, hangers and eccentrics, linkages jibs and interlocks. e) Inspect all fastening and ropes for wear and lubrication. Clean both governors and hoist ropes and lubricate hoist ropes and lubricate hoist ropes if needed. Inspect all rope hitches and shackles and equalize rope tension. f) Inspect hoist reduction gear brake and brake drum, drive sheave and motor, and any bearing wear. g) Inspect safety parts, pivots, setscrew, switches, etc. Check necessary. h) In the pit, lubricate compensating sheave and inspect hitches. Inspect governor and tape tension sheave fastenings. Empty clean oil drip pans. i) Clean all parts of safeties and lubricate moving parts to assure their proper operation. Check and adjust clearance between safety jaws and guide rails. . j) Visually inspect all safety parts. k) Clean and examine governor rope, replacing, if needed. (Do not lubricate governor rope) l) Check controller. Clean with blower, check alignment of switches, relays, timers, contracts, hinge pins, etc. adjust and lubricate. m) Check all resistance tubes and grids. n) Check oil in overload relays, settings and operation of overloads. Clean and inspect fuses and holders and all controller connections. o) Inspect sheaves to ensure they are tight on shafts. Sound spokes and rim with hammer for cracks. p) Check car stile channels for bends or cracks; also, car frame, cams, supports and car steadying plates. q) Lubricate moving parts or vertical rising or collapsible car gates. Check pivot points, sheaves, guides and track wear.

PART B

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

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

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

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

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):
.....

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹“State” means –

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

²“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:
Name of state institution at which you or the person
connected to the bidder is employed :
Position occupied in the state institution:

Any other particulars:

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

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

3
.....
.....
.....

3.7 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

**B2: THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME
(CHOOSE ONLY IF APPLICABLE)**

This document must be signed and submitted together with your bid

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
- a) Any single contract with imported content exceeding US\$10 million. Or
 - b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million. Or
 - c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.or
 - d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a pro-rata basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.
- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of R10 million (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:
- Bid / contract number.
 - Description of the goods, works or services.
 - Date on which the contract was accepted.
 - Name, address and contact details of the government institution.
 - Value of the contract.
 - Imported content of the contract, if possible.
- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- (a) the contractor and the DTI will determine the NIP obligation;
 - (b) the contractor and the DTI will sign the NIP obligation agreement;
 - (c) the contractor will submit a performance guarantee to the DTI;
 - (d) the contractor will submit a business concept for consideration and approval by the DTI;
 - (e) upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
 - (f) the contractor will implement the business plans; and
 - (g) the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid Number _____	Closing Date _____
Name of Bidder _____	
Postal Address _____	

Signature _____	Name (In print) _____
Date _____	

PART C – PREFERENCE POINT SYSTEM

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2001

2.1.1.1 PURCHASES

This preference form must form part of all bids invited. It contains general information and serves as a claim form for Historically Disadvantaged Individual (HDI) preference points as well as a summary for preference points claimed for attainment of other specified goals

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF EQUITY OWNERSHIP BY HISTORICALLY DISADVANTAGED INDIVIDUALS (HDIs), AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2001.

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 less than R50, 000 000.00; a

1.2 The value of this bid is estimated to be less than R50, 000, 000.00 and therefore the 80/20 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) Specific contract participation goals, as specified in the attached forms.

1.3.1 The points for this bid are allocated as follows:

	POINTS
1.3.1.1 PRICE	80
1.3.1.2 SPECIFIC CONTRACT PARTICIPATION GOALS	
(a) Broad-Based Black Economic Empowerment:	20
Total points for Price and B-BBEE	100

1.4 Failure on the part of a bidder to fill in and/or to sign this form may be interpreted to mean that preference points are not claimed.

1.5 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. GENERAL DEFINITIONS

- 2.1 “**Acceptable bid**” means any bid which, in all respects, complies with the specifications and conditions of bid as set out in the bid document.
- 2.2 “**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, works or services.
- 2.3 “**Comparative price**” means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.
- 2.4 “**Consortium or joint venture**” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- 2.5.1 “**Contract**” means the agreement that results from the acceptance of a bid by an organ of state.
- 2.6 “**Specific contract participation goals**” means the goals as stipulated in the Preferential Procurement Regulations 2001.
- 2.6.1 In addition to above-mentioned goals, the Regulations [12.(1)] also make provision for organs of state to give particular consideration to procuring locally manufactured products.
- 2.7 “**Control**” means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.
- 2.8 “**Disability**” means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
- 2.9 “**Equity Ownership**” means the percentage ownership and control, exercised by individuals within an enterprise.
- 2.10 “**Historically Disadvantaged Individual (HDI)**” means a South African citizen
- (1) who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act No 200 of 1993) (“the interim Constitution); and/or
 - (2) who is a female; and/or
 - (3) who has a disability:
- provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be a HDI;
- 2.11 “**Management**” means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.

- 2.12 **“Owned”** means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.
- 2.13 **“Person”** includes reference to a juristic person.
- 2.14 **“Rand value”** means the total estimated value of a contract in Rand denomination that is calculated at the time of bid invitations and includes all applicable taxes and excise duties.
- 2.15 **“Small, Medium and Micro Enterprises (SMMEs)”** bears the same meaning assigned to this expression in the National Small Business Act, 1996 (No 102 of 1996).
- 2.16 **“Sub-contracting”** means the primary contractor’s assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 2.17 **“Trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
- 2.18 **“Trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ESTABLISHMENT OF HDI EQUITY OWNERSHIP IN AN ENTERPRISE

- 3.1 Equity ownership shall be equated to the percentage of an enterprise which is owned by individuals classified as HDIs, or in the case of a company, the percentage shares that are owned by individuals classified as HDIs, who are actively involved in the management and daily business operations of the enterprise and exercise control over the enterprise, commensurate with their degree of ownership.
- 3.2 Where individuals are not actively involved in the management and daily business operations and do not exercise control over the enterprise commensurate with their degree of ownership, equity ownership may not be claimed.

4. ADJUDICATION USING A POINT SYSTEM

- 4.1 The bidder obtaining the highest number of points will be awarded the contract.
- 4.2 Preference points shall be calculated after prices have been brought to a comparative basis.
- 4.3 Points scored will be rounded off to 2 decimal places.
- 4.4 In the event of equal points scored, the bid will be awarded to the bidder scoring the highest number of points for specified goals.

5. POINTS AWARDED FOR PRICE

5.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for price of bid under consideration

P_t = Rand value of bid under consideration

P_{\min} = Rand value of lowest acceptable bid

6. Points awarded for historically disadvantaged individuals

6.1 In terms of Regulation 13 (2) preference points for HDI's are calculated on their percentage shareholding in a business, provided that they are actively involved in and exercise control over the enterprise. The following formula is prescribed in Regulation 13 (5) (c):

$$NEP = NOP \times \frac{EP}{100}$$

Where

NEP = Points awarded for equity ownership by an HDI

NOP = The maximum number of points awarded for equity ownership by an HDI in that specific category

EP = The percentage of equity ownership by an HDI within the enterprise or business, determined in accordance with the definition of HDI's.

6.2 Equity claims for a trust will only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the trust.

6.3 Documentation to substantiate the validity of the credentials of the trustees contemplated above must be submitted.

6.4 Listed companies and tertiary institutions do not qualify for HDI preference points.

6.5 A consortium or joint venture may, based on the percentage of the contract value managed or executed by their HDI-members, be entitled to preference points in respect of an HDI.

6.6 A person awarded a contract as a result of preference for contracting with, or providing equity ownership to an HDI, may not subcontract more than 25% of the value of the contract to a person who is not an HDI or does not qualify for the same number or more preference for equity ownership.

7. BID DECLARATION

7.1 Bidders who claim points in respect of equity ownership must complete the Bid Declaration at the end of this form.

8. EQUITY OWNERSHIP CLAIMED IN TERMS OF PARAGRAPH 2.10 ABOVE. POINTS TO BE CALCULATED FROM INFORMATION FURNISHED IN PARAGRAPH 9.8.

Ownership	Percentage owned	Points claimed
8.1 Equity ownership by persons who had no franchise in the national elections	%
8.2 Equity ownership by women	%
8.3 Equity ownership by disabled persons*	%
8.4 *If points are claimed for disabled persons, indicate nature of impairment (see paragraph 2.8 above)	

9. DECLARATION WITH REGARD TO EQUITY

- 9.1 Name of firm :.....
- 9.2 VAT registration number :.....
- 9.3 Company registration number :.....

9.4 TYPE OF FIRM

- Partnership
- One person business/sole trader
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

9.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.
 [TICK APPLICABLE BOX]

9.7 TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS?

.....

9.8 List all Shareholders by Name, Position, Identity Number, Citizenship, HDI status and ownership, as relevant. Information to be used to calculate the points claimed in paragraph 8.

Name	Date/Position occupied in Enterprise	ID Number	Date RSA Citizenship obtained	* HDI Status			% of business / enterprise owned
				No franchise prior to elections	Women	Disabled	

*Indicate YES or NO

Consortium / Joint Venture

9.9.1 In the event that preference points are claimed for HDI members by consortia / joint ventures, the following information must be furnished in order to be entitled to the points claimed in respect of the HDI member:

Name of HDI member (to be consistent with paragraph 9.8)	Percentage (%) of the contract value managed or executed by the HDI member

9.10 I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm certify that points claimed, based on the equity ownership, indicated in paragraph 8 of the foregoing certificate, qualifies the firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) The Equity ownership claimed is 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 paragraph 8, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- (iv) If the claims are found to be incorrect, the purchaser may, in addition to any other remedy it may have -
 - recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - 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;
 - impose a financial penalty more severe than the theoretical financial preference associated with the claim which was made in the bid; and

WITNESSES:

1.

2.

.....
SIGNATURE(S) OF BIDDER(S)

DATE:.....

ADDRESS:.....

.....

.....

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT
REGULATIONS 2001
PROMOTION OF SMALL BUSINESSES**

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES SPECIFIED IN CLAIM FORM SBD 6.1 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2001

1. Regulation 17 (3) (c) of the Preferential Procurement Regulations makes provision for the promotion of small businesses within the preference point systems.

2. SPECIFIC GOAL POINTS ALLOCATED

The promotion of small businesses as defined in the National Small Business Act, 1996 (Act 102 of 1996).

3. BID DECLARATION

Bidders who wish to claim points in respect of this goal must complete paragraph 5 below.

4. POINTS CLAIMED

Indicate whether the points allocated for this goal is claimed. Yes / No

5. INFORMATION FURNISHED WITH REGARD TO THE PROMOTION OF SMALL BUSINESSES

5.1 Indicate whether the company is a small, medium or micro enterprise as defined by the National Small Business Act, 1996 (Act 102 of 1996). Yes / No

5.1.1 If the response to paragraph 5.1 is yes, the following must be completed:

5.1.1.1 Sector or sub-sector in accordance with the Standard Industrial Classification

5.1.1.2 Size or class

5.1.1.3 Total full-time equivalent of paid employees

5.1.1.4 Total annual turnover

5.1.1.5 Total gross asset value (fixed property excluded)

5.1.1.6 Points claimed hereunder must be based on value added, excluding profit and overheads but including and not limited to local manufacture, packaging and distribution to this specific bid.

5.1.1.7 The purchaser shall indicate the different categories of percentage value added as well as the points allocated for each category. These categories may vary from industry to industry. The bidder is compelled to indicate for which category he/she is bidding and the relevant preference points claimed.

Percentage Added	Value	Points Allocated	Points Claimed

5.1.1.8 Please furnish details of value added:

.....

5.1.1.9 If required, the information supplied above must be substantiated by an external auditors certificate and the relevant documentation.

5.2 Indicate whether the company is actively involved in the promotion of small businesses, as defined in the National Small Business Act, 1996 (Act 102 of 1996), by subcontracting/ outsourcing any of the business functions of the company to local small businesses *inter alia* manufacturing, packaging, distribution etc. Yes/ No

5.2.1 If the response in paragraph 5.2 is yes, paragraphs 5.1.1.1 to 5.1.1.5 as well as the following must be completed:

5.2.1.1 Specific business function(s) subcontracted/outsourced

5.2.1.2 Name of small business

5.2.1.3 Address and telephone number of small business as well as contact person

5.2.1.4 Points claimed hereunder must be based on outsourced business to small businesses as a percentage of annual turnover for the previous financial year(s).

5.2.1.5 The purchaser shall indicate the different categories of percentage value added as well as the points allocated for each category. These categories may vary from industry to industry. The bidder is compelled to indicate for which category he/she is bidding and the relevant preference points claimed.

Percentage of Turnover	Points Allocated	Points Claimed

5.2.1.6 If required information supplied above must be substantiated by an external auditors certificate and the relevant documentation.

5.3 Total points claimed under par. 5.1.1.6 and 5.2.1.4 will not exceed the maximum of points allocated for this specific goal.

6. BID DECLARATION

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm declare that points claimed, based on promotion of small, medium or micro enterprises, qualifies the firm for the point(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.

- (ii) In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.

- (iii) If the claims are found to be incorrect, the purchaser may, in addition to any other remedy it may have -
 - (a) recover all costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (b) 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;
 - (c) impose a financial penalty more severe than the theoretical financial preference associated with the claim which was made in the bid; and

WITNESSES:

1.

.....
SIGNATURE(S) OF BIDDER(S)
.....

2.

DATE:

PART D – DECLARATION OF BIDDER’S PAST SCM PRACTICES

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

D2: CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ 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.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

PART E

E1: UNDERTAKINGS BY BIDDER IN RESPECT OF THIS BID

1. Definitions:

- 1.1 “The Board” means the accounting authority of Conhill appointed by the MEC;
- 1.2 “Chief Executive Officer” [“CEO”] means the CEO of Conhill or her/his duly authorised representative as appointed by the Board in concurrence with the MEC;
- 1.3 “Contract” shall include any schedule, drawings, patterns, samples attached any agreement entered into and all other Schedule hereto;
- 1.4 “Contractor(s)” means Bidder whose bid has been accepted by Conhill;
- 1.5 “Cost of materials” means the cost of components, parts or materials which are intended for the production, manufacturing or assembling of the goods bid for and which are not produced, manufactured or assembled in the factory where the production, manufacture or assembly of such goods occurs, including freight, landing costs, port charges, import duties and other import costs of such components, parts or materials and all costs in connection with the handling and transport thereof prior to delivery at that factory;
- 1.6 “Final delivery certificate” means the document issued by Conhill confirming that all the known defects have been rectified and that the works, goods or services appear in good order and have been accepted;
- 1.7 “Letter of acceptance” means the written communication by Conhill to the Contractor recording the acceptance by Conhill of Contractor’s bid subject to the further terms and conditions to be itemized in the contract;
- 1.8 “Local contents” means the portion of the bid price of local goods not constituting the cost of materials imported into the Republic;
- 1.9 “Local goods” means goods wholly or partly produced or manufactured or assembled in the Republic
- 1.10 “Conhill” shall mean Constitution Hill;
- 1.11 “Order(s)” means an official letter issued by Conhill calling for the supply of goods pursuant to a contract or bid;
- 1.12 “Signature date” and in relation to any contract, means the date of the letter of acceptance;
- 1.13 “Bid” means an offer to supply goods/services to Conhill at a price;
- 1.14 “Bidder” means any person or body corporate offering to supply goods to Conhill;
- 1.15 “Termination date” in relation to any Contractor means the date of the final delivery certificate;
- 1.16 “Value added” means that portion of the bid price not constituting the cost of materials;
- 1.17 “Warranties” means collectively any and all warranties listed and otherwise (if any) given by the Bidder in term of this agreement.

2. Interpretation

- 2.1 In his agreement clause headings are for convenience and shall not be used in its interpretation and, unless he context clearly indicate a contrary intention:-
 - 2.2 An expression which denotes
 - any gender includes the other gender;
 - a natural person included an artificial or juristic person and vice versa;
 - the singular includes the plural and vice versa;
 - 2.3 Any reference to any statute, regulation or other legislation or official policy shall be a reference to that statute, regulation or other legislation or national policy as at the signature date, and as amended or re-enacted from time to time;
 - 2.4 When any number of days is prescribed, such shall be reckoned inclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a business day, in which case the last day shall be the next succeeding day which is a business day;
 - 2.5 Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this agreement.
3. I/we hereby bid:
- 3.1 to supply all or any of the supplies and/or to render all or any of the goods described in the attached documents to Conhill;
 - 3.2 on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of incorporated into, this bid);
 - 3.3 at the prices and on the terms regarding time for delivery and/or execution inserted therein.
4. I/we agree further that:
- 4.1 the offer herein shall remain binding upon me/us and open for acceptance by Conhill during the validity indicated and calculated from the closing time of the bid;
 - 4.2 this bid and its acceptance shall be subject to the terms and additions contained in the Schedules hereto with which I am/we are fully acquainted;
5. notwithstanding anything to the contrary:
- 5.1 if/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, Conhill may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and Conhill.
 - 5.2 in such event, I/we shall then pay to Conhill any additional expense incurred by Conhill for having either to accept any less favourable bid or, . If fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid;
 - 5.3 Conhill shall also have the right in these circumstances, to recover such additional expenditure by set-off against monies which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have furnished by me/us or on my/our behalf for the due fulfillment of this or any other bid or contract;

6. Pending the ascertainment of the amount of such additional expenditure Conhill may retain such monies, guarantee or deposit as security for any loss Conhill may sustain, as determined hereunder, by reason of my/our default;
- 6.1 any legal proceedings arising from this bid may in all respects be launched or instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be obtained against me/us as a result of such legal proceedings and I/we undertake to pay Conhill legal costs on an attorney and own client basis;
- 6.2 if my/our bid is accepted that acceptance may be communicated to me/us by letter or facsimile ad that proof of delivery of such acceptance to SA Post Office Ltd shall be treated as delivery to me/us;
- 6.3 the law of the Republic of South Africa shall govern the contract created by the acceptance of this bid;
7. I/we have satisfied myself/ourselves as to the correctness and validity of this bid, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) over all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations shall be at my/our risk;
8. I/we accept full responsibility for the proper execution and fulfillment of all obligation and conditions defaulting on me/us under this agreement as the principal(s) liable for the due fulfillment of this contract.
9. Notwithstanding full responsibility for the proper execution and fulfillment of all obligations and conditions defaulting on me/us under this agreement as the principal(s) liable for the due fulfillment of this contract.
10. Notwithstanding the amount of cause of action involved I hereby consent to the jurisdiction of the Magistrate Court for the district of Johannesburg in respect of any action whatever arising from this contract.
11. I/we declare that I/we participation/no participation in the submission of any other offer for the supplies/services described in the attached documents. If your answer here is

Bidder's Information

Name of firm (company)

Postal Address

Physical Address

Contact Person

Telephone

Fax Number

Types of business

Principal business

Activities

12. The bidder hereby offer to render all or any of the services described in the attached documents to Conhill on the terms and conditions and in accordance with the specifications stipulated in these tender documents (and which shall be taken as part of, and incorporated into, this proposal at the prices inserted therein).
13. Bids submitted by companies must be signed by a person or persons duly authorised thereto by a resolution of a Board of Directors, a copy of which Resolution, duly certified be submitted with the bid.
14. The bidder hereby agrees that the offer herein shall remain binding upon him/her and receptive for acceptance by Conhill during the validity period indicated and calculated form the closing hour and date of the tender; this proposal and its acceptance shall be subject to the terms and conditions contained in this tender document.
15. The bidder furthermore confirm that he/she has satisfied himself/herself as to the correctness an validity of his/her tender response that the price(s) and rate(s) quoted cover all the work/item(s) specified in the tender response documents and that the price(s) and rate(s) cover all his/her obligations under a resulting contract and that he/she accept that any mistakes regarding price(s) and calculations will be at his/her risk.
16. The bidder hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on him/her under this agreement as the principal(s) liable for the due fulfillment of this contract.

E2: GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that suppliers be familiar with regard to the rights and obligations of all parties involved in doing business with Conhill.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid and contract documents.
- (iii) Special Condition of Contract pertaining to contracts of this nature will be negotiated with the successful bidder.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Delivery and documents
9. Insurance
10. Transportation
11. Incidental services
12. Warranty
13. Payment
14. Prices
15. Contract amendments
16. Assignment
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18. Delays in the supplier's performance
19. Penalties
20. Termination for default
21. Force Majeure
22. Termination for insolvency
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29. National Industrial Participation Programme (NIPP)

GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the client and the service provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference herein.
- 1.3 "Contract price" means the price payable to the service provider under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Day" means calendar day.
- 1.7 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.8 "Force majeure" means an event beyond the control of the service provider and not involving the service provider's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the client in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.9 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.10 "GCC" means the General Conditions of Contract.
- 1.11 "Goods" means all of the equipment, machinery, service and/or other materials that the service provider is required to supply to the client under the contract.
- 1.12 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the service provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.13 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.14 "Order" means an official written order issued for the rendering of a service.
- 1.15 "Project site," where applicable, means the place indicated in bidding documents.

- 1.16 “The client” means the organization purchasing the service.
- 1.17 “Republic” means the Republic of South Africa.
- 1.18 “SCC” means the Special Conditions of Contract.
- 1.19 “Services” means those functional services ancillary to the rendering of the service, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the service provider covered under the contract.
- 1.20 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the client shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

- 4.1 The service rendered shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection

- 5.1 The service provider shall not, without the client’s prior written consent, contract disclose the contract, or any provision thereof, or any specification, documents plan, drawing, pattern, sample, or information furnished by or on and behalf of the client in connection therewith, to any person other information; than a person employed by the service provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The service provider shall not, without the client’s prior written consent, make use of any document or information mentioned in GCC clause except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC Clause shall remain the property of the client and shall be returned (all copies) to the client on completion of the service provider’s performance under the contract if so required by the client.

5.4 The service provider shall permit the client to inspect the service provider's records relating to the performance of the service provider and to have them audited by auditors appointed by the client, if so required by the client.

6. Patent rights

6.1 The service provider shall indemnify the client against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the service or any part thereof by the client.

7. Performance Security

7.1 Within thirty (30) days of receipt of the notification of contract award, security the successful bidder shall furnish to the client the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the client as compensation for any loss resulting from the service provider's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the client and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the client's country or abroad, acceptable to the client, in the form provided in the bidding documents or another form acceptable to the client; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the client and returned to the service provider not later than thirty (30) days following the date of completion of the service provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Delivery and Documents

8.1 Rendering of service shall be made by the service provider in accordance with the document and terms as specified in the contract. The details of shipping and/or other documents to be furnished by the service provider are specified in SCC.

8.2 Documents to be submitted by the service provider are specified in SCC.

9. Insurance

9.1 The service rendered under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

10. Transportation

10.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

11. Incidental Service

11.1 The service provider may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the rendered service;
- (b) furnishing of tools required for assembly and/or maintenance of the rendered service;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the rendered service;
- (d) performance or supervision or maintenance and/or repair of the rendered service, for a period of time agreed by the parties, provided that this service shall not relieve the service provider of any warranty obligations under this contract; and
- (e) training of the client's personnel, at the service provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the rendered service.

11.2 Prices charged by the service provider for incidental services, if not included in the contract price for the service, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the service provider for similar services.

12. Warranty

12.1 The service provider warrants that the service rendered under the contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The service provider further warrants that all service rendered under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the client's specifications) or from any act or omission of the service provider, that may develop under normal use of the rendered service in the conditions prevailing in the country of final destination.

12.2 This warranty shall remain valid for twelve (12) months after the service, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

12.3 The client shall promptly notify the service provider in writing of any claims arising under this warranty.

12.4 If the service provider, having been notified, fails to remedy the defect(s) within the period specified in SCC, the client may proceed to take such remedial action as may be necessary, at the service provider's risk and expense and without prejudice to any other rights which the client may have against the service provider under the contract.

13. Payment

13.1 The method and conditions of payment to be made to the service provider under this contract shall be specified in SCC.

13.2 The service provider shall furnish the client with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

13.3 Payments shall be made promptly by the client, but in no case later than thirty (30) days after submission of an invoice or claim by the service provider.

13.4 Payment will be made in South African Rand unless otherwise stipulated in SCC.

14. Prices

14.1 Prices charged by the service provider for services performed under the contract shall not vary from the prices quoted by the service provider in his bid, with the exception of any price adjustments authorized in SCC or in the client's request for bid validity extension, as the case may be.

15. Contract amendments

15.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

16. Assignment

16.1 The service provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the client's prior written consent.

17. Subcontracts

17.1 The service provider shall notify the client in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the service provider from any liability or obligation under the contract.

18. Delays in the service provider's performance

18.1 Performance of services shall be made by the service provider in accordance with the time schedule prescribed by the client in the contract.

18.2 If at any time during performance of the contract, the service provider or its subcontractor(s) should encounter conditions impeding timely performance of services, the service provider shall promptly notify the client in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the service provider's notice, the client shall evaluate the situation and may at his discretion extend the service provider's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

18.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

18.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the service provider's point of supply is not situated at or near the place where the supplies are required, or the service provider's services are not readily available.

18.5 Except as provided under GCC Clause 25, a delay by the service provider in the performance of its delivery obligations shall render the service provider liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

18.6 Upon any delay beyond the delivery period in the case of a supplies contract, the client shall, without cancelling the contract, be entitled to purchase service of a similar quality and up to the same quantity in substitution of the service not rendered in conformity with the contract and to return any service rendered later at the service provider's expense and risk, or to cancel the contract and buy such service as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the service provider.

19. Penalties

19.1 Subject to GCC Clause 25, if the service provider fail to perform services within the period(s) specified in the contract, the client shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The client may also consider termination of the contract pursuant to GCC Clause 23.

20. Termination for default

20.1 The client, without prejudice to any other remedy for breach of for default contract, by written notice of default sent to the service provider, may terminate this contract in whole or in part:

- (a) if the service provider fails to deliver service within the period(s) specified in the contract, or within any extension thereof granted by the client pursuant to GCC Clause 21.2;
- (b) if the service provider fails to perform any other obligation(s) under the contract; or
- (c) if the service provider, in the judgment of the client, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

20.2 In the event the client terminates the contract in whole or in part, the client may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the service provider shall be liable to the client for any excess costs for such similar services. However, the service provider shall continue performance of the contract to the extent not terminated.

20.3 Where the client terminates the contract in whole or in part, the client may decide to impose a restriction penalty on the service provider by prohibiting the service provider from doing business with the public sector for a period not exceeding 10 years.

20.4 If a the client intends imposing a restriction on a the service provider or any person associated with the service provider, the service provider will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the service provider fail to respond within the stipulated fourteen (14) days the client may regard the intended penalty as not objected against and may impose it on the service provider.

20.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

20.6 If a restriction is imposed, the client must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the service provider and / or person restricted by the client;
- (ii) the date of commencement of the restriction; and
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of the service providers or persons prohibited from doing business with the public sector.

20.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

21. Force Majeure

21.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the Majeure the service provider shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

21.2 If a force majeure situation arises, the service provider shall promptly notify the client in writing of such condition and the cause thereof. Unless otherwise directed by the client in writing, the service provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

22. Termination for insolvency

22.1 The client may at any time terminate the contract by giving written notice to the service provider if the service provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the service provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the client.

23. Settlement of Disputes

23.1 If any dispute or difference of any kind whatsoever arises between the client and the service provider in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

23.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the client or the service provider may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

23.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

23.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

23.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the client shall pay the service provider any monies due the service provider.

24. Limitation of liability

- 24.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the service provider shall not be liable to the client, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the service provider to pay penalties and/or damages to the client; and
- (b) the aggregate liability of the service provider to the client, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment

25. Governing language

- 25.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English

26. Applicable law

- 26.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC

27. Notices

- 27.1 Every written acceptance of a bid shall be posted to the service provider concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper services of such notice
- 27.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

28. Taxes and duties

- 28.1 A foreign the service provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the client's country.
- 28.2 A local the service provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted service to the client.
- 28.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

29. National Industrial Participation (NIP) Programme

29.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

NAME OF YOUR COMPANY (IN BLOCK LETTERS)

SIGNATURE(S) OF THE BIDDER OR ASSIGNEE(S)

DATE

NAME OF PERSON SIGNING (IN BLOCK LETTERS)

CAPACITY

ARE YOU DULY AUTHORISED TO SIGN THIS BID?

COMPANY REGISTRATION NUMBER _____

VAT REGISTRATION NUMBER _____

POSTAL ADDRESS (IN BLOCK LETTERS)

PHYSICAL ADDRESS (IN BLCOK LETTERS)

CONTACT PERSON

TELEPHONE NUMBER _____ **FAX NUMBER** _____

CELLPHONE NUMBER _____

E-MAIL _____

TYPES OF BUSINESS _____

PRINCIPAL BUSINESS ACTIVITIES _____

PART F

PART F

F1: CERTIFICATE OF ATTENDANCE AT SITE/BRIEFING MEETING

This is to certify that (*tenderer*).....
of (*address*)
..... was represented by the person(s)
named below at the compulsory meeting held for all tenderers at (*location*).....
..... on (*date*)..... starting at (*time*)

I / We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for me / us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person(s) attending the meeting:

Name: Signature:

Capacity:

Name: Signature:

Capacity:

Attendance of the above person(s) at the meeting is confirmed by the Employer's representative, namely:

Name: Signature:

Capacity: Date and Time:

NB: All bidders who attended compulsory briefing should fill their section and conhill will reference the attendance register for confirmation.