

**CONSTITUTIONHILL DEVELOPMENT COMPANY**

**SOC LTD**

**APPOINTMENT OF A SERVICE PROVIDER FOR MAINTENANCE OF ACCESSIBLE LIFTS, FOR A PERIOD OF 3 YEARS, INCLUDING LIFT REPLACEMENT PROJECT.**

**INVITATION TO BID (OPEN TENDER) DATE OF ISSUE: 22 November 2019**

**YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF CONSTITUTIONHILL DEVELOPMENT COMPANY SOC LTD**

**BID NUMBER: CONHILL/02/ACLIFTS/FAC/2019 CLOSING DATE: 17 January 2020**

**CLOSING TIME: 11:00**

**COMPULSORY BRIEFING**

**BRIEFING DATE: 28 November 2019**

**TIME: 11:00 AM**

**VENUE: Constitution Hill**

**Human Rights Boardroom**

**Old-Fort Building**

**11 Kotze Street**

**Braamfontein**

**BID VALIDITY PERIOD: 90 DAYS**

**CIDB REQUIREMENT: GRADE 3 SI OR HIGER**

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

**BID SUBMISSION REQUIREMENTS: Technical & Financial (2 copies: 1 original and 1 copy)**

|  |  |  |  |
| --- | --- | --- | --- |
| **Stage** | **Submission Document** | **Method of Evaluation** | **Criteria** |
| Stage 1 | ENVELOPE 1 | Administrative Compliance | All mandatory documents signed and submitted |
| Stage 2 | ENVELOPE 1 | Prequalification Compliance | All mandatory documents submitted |
| Stage 3 | ENVELOPE 1 | Functionality – Technical Evaluation Criteria | Minimum score of 70 points |
| Stage 4 | ENVELOPE 2 | Financial – Price & BBBEE | 80/20 rule will apply |

**BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT: ConHill Old-Fort SCM Offices, 11 Kotze Street, Braamfotein, 2001. Ask for guidance to this Tender Box from Security Officers on site.**

**TABLE OF CONTENTS**

|  |  |
| --- | --- |
| PART A | A1: INVITATION TO BID, A1.1. CONDITIONS OF BIDDING, A1.2.TAX  CLEARANCE CERTIFICATE, A2: TERMS OF REFERENCE, A3: PRICING SCHEDULE |
| PART B | B1: DECLARATION OF INTEREST |
| PART C | THE PREFERENCE POINT SYSTEM |
| PART D | D1: DECLARATION OF BIDDER’S PAST SCM PRACTICES  D2: CERTIFICATE OF INDEPENDENT BID DETERMINATION |
| PART E | E1: UNDERTAKING BY BIDDER IN RESPECT OF TENDER  E2: GENERAL CONDITIONS OF CONTRACT |

**CONDITIONS FOR COMPLETING BID DOCUMENTS**

|  |  |  |  |
| --- | --- | --- | --- |
| **Document** |  | **Comments** | **Submitted**  **? (Yes / No)** |
| **SBD 1** (Invitation to bid) | Make sure it is signed | |  |
| **SBD 3.1** (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 5** The National IndustrialParticipation Programme Form | Fully completed and signed SBD 5 form where applicable | |  |
| **SBD 6.1 (**Preference  Points in terms of PPPFA  of 2017) | Make sure it is completed and points claimed are allocated as per BBBEE  certificate | |  |
| **SBD 6.2** (Declaration of Local Contents) | Complete by declaring local content and complete Annexures (C; D; & E) to this SBD form. | |  |
| **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 should NOT be completed  but form part of the financial submission | |  |
| Vat Registration Certificate | If applicable |  |  |
| BBBEE Certificate & BBBEE Statement /Sworn Affidavit | Valid certified copies or original certificate must be submitted | |  |
| Company Profile | Include structure of the company | |  |
| Certified copies of identity documents | For all current shareholders / members | |  |

**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 DISCRECTION 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 together preferably bound or contained in a lever arch file as

Constitution Hill will not take any responsibility for any loss of documents as a result of not being properly secured upon submission.

**PART A**

**A1: INVITATION TO BID SBD1**

**YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF CONSTITUTIONHILL DEVELOPMENT COMPANY SOC LTD**

BID NUMBER: **CONHILL/02/ACLIFTS/FAC/2019** CLOSING DATE: TIME: **17 January 2020 at 11:00 AM**

**DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER FOR 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**

**11 Kotze street**

**Old fort Building**

**Braamfontein**

**2001**

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration

**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…**BIDDERS NOT TO COMPLETE THIS SECTION AS IT FORMS PART OF ENVELOPE 2 (FINANCIAL PROPOSAL)**

**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 ConHill. 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 ConHill.

**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: Email address: [ayanda@conhill.org.za](mailto:solly@conhill.org.za) or [scm@conhill.org.za](mailto:scm@conhill.org.za). All enquiries including those after the compulsory briefing should be sent to the above e-mails address by no later than 5th December 2019 and anticipate responses by 10th December 2019.

2.2 ***Bidders may not contact any other CONHILL employee besides contact person mentioned on Paragraph 2.1 above on any matter pertaining to the bid from the time when bid is advertised to the time the bid is awarded. Any effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner, may result in rejection of the bid concerned.***

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

2.4 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 Submission of Tenders**

4.1 Tenders should be submitted in duplicate all bound in a sealed envelope endorsed, **CONHILL/02/ACLIFTS/FAC/2019**. The sealed envelope must be placed in the tender box at 11 Kotze street, old fort building, Braamfontein by no later than **17 January 2020 at 11:00 AM**

4.2 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.

4.3 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.

4.4 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.

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

4.6 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.

4.7 **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 also financially advantageous to **CONHILL**.

4.8 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.

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

4.10 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.

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

4.12 All Conditions in the (GCC) will apply, however Special

Conditions of Contract (SCC) as outlined herein will supersede other conditions.

**A.1.2 TAX CLEARANCE CERTIFICATE REQUIREMENTS SBD 2**

**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 Tax Clearance Certificate must be submitted together with the bid. Failure to submit a valid Tax Clearance Certificate and a tax pin will result in the invalidation of the bid.

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 is available from any

SARS branch office nationally or on the website [www.sars.gov.za](http://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](http://www.efiling.co.za/)

**TERMS OF REFERENCE**

**FOR**

**APPOINTMENT OF A SERVICE PROVIDER FOR MAINTENANCE OF ACCESSIBLE LIFTS, FOR A PERIOD OF 3 YEARS, INCLUDING LIFT REPLACEMENT PROJECT.**

[1. General Requirements 3](#_Toc496612385)

[1.1. General 3](#_Toc496612386)

[1.2. Site Visits before Submitting Tender 3](#_Toc496612387)

[1.3. Taking over of Existing Lifts 4](#_Toc496612388)

[1.4. Handover of Lifts prior to Termination of Expiry of Contract 4](#_Toc496612389)

[1.5. Stock of Spare Parts, Replacement and Use of Alternative Make 5](#_Toc496612390)

[1.6. Log Book 5](#_Toc496612391)

[1.7. Shut-down of Lifts 6](#_Toc496612392)

[1.8. Access Control 7](#_Toc496612393)

[1.9. Information to be submitted to the Employer 7](#_Toc496612394)

[1.10. Remedy on Contractor’s Failure to Perform 7](#_Toc496612395)

[2. Commencement Date 8](#_Toc496612396)

[3. Hours of Work 8](#_Toc496612397)

[4. Extent of Works 8](#_Toc496612398)

[4.1. General Requirements 8](#_Toc496612399)

[4.2. On-call Maintenance and Emergency Repair Services 9](#_Toc496612400)

[4.3. Performance Target on Maintenance Services 12](#_Toc496612401)

[4.4. Regular Inspection and Servicing 13](#_Toc496612402)

[4.5. Planned Examination Testing and Maintenance 14](#_Toc496612403)

[4.6. Alterations, Addition and Improvement Works 14](#_Toc496612404)

[5. Equipment Description 16](#_Toc496612405)

[6. Additions or Deletion of Lift Equipment 16](#_Toc496612406)

[7. Payment 16](#_Toc496612407)

[7.1. Payment Claims 16](#_Toc496612408)

[7.2. Claim for Maintenance Service 17](#_Toc496612409)

[7.3. Deduction of Maintenance Fee for Suspension of Service 17](#_Toc496612410)

[7.4. Payment for Works Covered by Approved Purchase Orders 18](#_Toc496612411)

[7.5. Payments Withheld 18](#_Toc496612412)

[7.6. ANNEXURE 1 Performance target of lifts](#_Toc496612417) 25

[7.7. ANNEXURE 2 MAINTENANCE SCHEDULE FOR ACCESSIBILITY LIFTS 26](#_Toc496612417)

[8. Termination of Agreement 29](#_Toc496612413)

[9. Failure to Perform 30](#_Toc496612414)

[10. Award of Agreement 30](#_Toc496612415)

[11. Selection and Awarding of Agreement 30](#_Toc496612416)

[12. Functionality Criteria 31](#_Toc496612417)

1. **General Requirements**
   1. General

The Contractor shall attend to 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:-

1. The latest issue of SABS 0142: “Code of Practice for the Wiring of Premises”,
2. The Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended,
3. 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,
4. The Fire Brigade services Act 1993 Act 99 of 1987 as amended,
5. The National Building Regulations and Building Standards Act 1977 (Act 103 of 1977) as emended,
6. The Post Office Act 1958 (Act 44 of 1958) as amended,
7. The Electricity Act 1984 (Act 41 of 1984) as amended and
8. 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 used 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 also provide competent attendant(s) to monitor any works in relation to the lift maintenance. The Contractor shall provide sufficient qualified technical staff, field staff and safety personnel to ensure the Works under this contract are satisfactorily carried out safely and meet the performance targets and programmes. (e.g. cleaning of lift pits, electrical system maintenance, etc.) arranged by the Employer at no extra charge.

* 1. Compulsory Site Visits.

Bidders that are willing to respond on this tender must attend the compulsory site briefing at the ConHill site address: Old-Fort Building (Human Rights Boardroom); 11 Kotze Street; Braamfontein on the 28th November 2019 at 11:00 AM. Bid submissions from bidders who had not attended this compulsory briefing would not be considered.

* 1. 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 this 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 conduct a thorough inspection of each lift and submit a comprehensive report, approved by a qualified 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. Handover of Lifts prior to Termination of Expiry of Contract

One month prior to the termination or expiry of the Contract, the Contractor shall arrange a scheduled handover to the Employer for all lifts of the Contract. The Contractor shall carry out a thorough inspection on each lift within one month prior to the termination or expiry of the Contract and submit a test/inspection report issued by an approved inspection authority for every lift to the Employer’s Representatives (not less than 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 lifts caused by the negligence of the Contractor as defined by the terms and conditions of the Contract, shall be duly and timely rectified/repaired at the Contractor's own expense 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 incurred 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 accordingly by the Contractor.

* 1. 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.

1. All the parts shall be provided to site within 24 hours for replacement/rectification works excluding lift motors.
2. The Contractor shall keep adequate stock 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 documents, of the stock level of their spare parts to prove capability to meet the requirements of the Specification.
3. 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 an alternative make. The approval of the Employer shall be obtained prior to the replacement.
4. Subject to the 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.
5. 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.
6. 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. 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 of any anomaly found during the routine inspection which may not cause present danger to the passenger but caution 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. 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:

1. Shut down of any lift must be strictly on need basis and resumed as soon as possible.
2. 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. 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 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. 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. 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.

1. **Commencement Date**

It is the Employer’s intention to award a contract to become effective in February 2020 for a period of thirty-six (36) months terminating 31 January 2022.

The following is the proposed timetable for the procurement and implementation of the contract:

| **Activity Description** | **Completion Date** |
| --- | --- |
| Tender document becomes available for collection from ConHill and on the ConHill website. | 22 November 2019 |
| Compulsory site briefing | 28 November 2019 |
| Closing for questions from bidders | 5 December 2019 |
| Issue final question and answer summary | 10 December 2019 |
| Tender closing date | 17 January 2020 |

1. **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.

1. **Extent of Works** 
   1. General Requirements

The Contractor shall provide the all-in comprehensive maintenance service and maintain efficient and prompt responses to breakdowns; emergency call-outs or complaints for the timely attendance of installation/equipment failure and/or unsatisfactory services.

The Contractor shall properly, effectively and efficiently operate and maintain all the lifts contained 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.

* 1. On-call Maintenance and Emergency Repair Services
     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: -

1. To confirm within 15 minutes the appointment date and time for execution of fault/emergency call requests received from the Employer or his representatives.
2. 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.
3. To report the completion of fault/emergency call attendance within one (1) day.
4. To feedback and resolve on any complaint received on the fault/emergency call within 30 minutes of notification from the Employer or his representatives.
5. 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.
   * 1. *Fault Call Service*
6. 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.
7. 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.
8. 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.
9. Response Time – the Contractor shall respond to the Company’s call for service and will be expected to arrive on site within reasonable time I.e.
   * + within 30 minutes in case of lift trap; and
     + within 60 minutes in case of non-lift trap.
10. 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.
11. 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 within the required response period.
12. For any serious lift incident including the death or injury of a person, the Contractor shall immediately contact the Employer or his representative.
13. 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.
14. 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.
    * 1. *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 be injured as reported**, the Registered Lift Engineer shall arrive at the site of the incident within two (2) hours to conduct a detailed investigation of the incident and thoroughly examine 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.

* + 1. The Schedule of Rates shall be fully inclusive to cover costs for providing on-call and emergency service consisting of 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 billed or paid*.*
    2. 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: -
       - 1. Date/time of receipt of fault call.
         2. Date/time of arrival of Emergency Service Team to the site of incident.
         3. Date/time of reinstatement of safe and satisfactory working condition and operation order of the Lift/escalator.
         4. Causes of fault/alarm.
         5. List/details of emergency service being carried out including repairs and/or replacement works.
         6. Follow-up action if required, due to off-site repair works.
         7. Tentative time schedules for completion of off-site repair works and all other necessary works.
         8. Photo records
         9. Description of the fault.
         10. Fault symptoms
         11. Remedial action taken
         12. Preventive measure
         13. 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.

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

* 1. 25Performance Target on Maintenance Services
     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.

1. Service Availability: -
2. Total number of hours of system breakdown, including individual component breakdown, due to all reasons other than scheduled maintenance works;
3. Number of maintenance service breakdown;
4. Time duration of system interruption for planned maintenance; and
5. 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 -

*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.*

1. Response Time to Fault Calls: -
2. Service response time duration (in minutes) from the fault call received (Employer or his representative whichever is earlier) to arrival on site of incident;
3. Total number of system fault for each call;
4. Fault Call Rectification
5. Fault rectification time on each system fault;
6. Total time taken for the repair right from fault call received until fault rectified for each system breakdown (urgent or non-urgent fault repair);
7. Details of contingent measures taken or alternatives made, if applicable.
   * 1. The Quarterly system “Service Availability” shall be maintained and should not be lower than 99%.
     2. 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.
   1. 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. Costs for all works required are deemed included in the itemized rates in the **Pricing Schedule**.

* + 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.

* + 1. 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: -

1. be submitted within one (1) week after the date of the last inspection to which the report relates;
2. be a typed report duly signed by a Registered Lift Engineer;
3. 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;
4. state clearly dates of replacement for major parts such as motor, driving chain, handrail, etc. in the reporting quarter;
5. 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.

* 1. Planned Examination Testing and Maintenance
     1. General

The Contractor shall carry out periodic inspections, 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 pieces of legislation: -

1. 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;
2. Any other regulation or by-law of any local or other duly constituted authority, which may be applicable to such tests
   * 1. Report on Equipment beyond Economic Repair

For any lift considered beyond economic repair by the Contractor, the Contractor shall submit a report certifying that the equipment is in fact beyond economic repair. Such report shall include a full description of the extent of the damage, cost for repair and the estimated remaining life should repair be implemented. 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 a report including a statement on whether the examined lift is beyond economic repair together with the above-mentioned description.

* 1. Alterations, Addition and Improvement Works
     1. General

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

The Employer will inform the Contractor of the extent of the alterations, additions and/or improvement work for the lift and the Contractor shall prepare a quotation accordingly. The quotation shall be submitted for the Employer’s assessment within the time frame as instructed, complete with a 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 following alterations and improvement works are envisaged:

**Replacement of Accessible Lifts, Vertical Platform Stairlift**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Ref** | **Description** | **Technical Specifications** | **Location** | **Qty** |
| 1 | Double-arm Wheelchair Lift, Vertical Platform | Usable Platform Length – 1,050  Usable Platform Width – 1,400mm  Safety Handrail – automatic  Safety Roll Stop – automatic  Maximum Lifting Height – 4,000mm  Maximum Up/Down Speed – 1 m/s  Lift Capacity – 300 kg  Power – 230V supply  Outdoor Installation – weather-proof electrical/control box | * Visitors Centre exit * Number 4, Food Area * Number 4, Shower Area | 3 |
| 2 | Double-arm Wheelchair Lift, Curved Platform Stairlift | * Old Fort, Ramparts | 1 |

**Refurbishment of Accessible Lifts, Enclosed Vertical Platform Lifts**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Ref** | **Description** | **Technical Specifications** | **Location** | **Qty** |
| 1 | Vertical Platform Lift | * Major refurbishment of the lift equipment, as per OEM * Replace door handles, all standardized and vandal-proof * Relocate the control box, to prevent water ingress * Replace ceiling and other lift interiors * Replace lift light with LED-type of fitting, with occupancy sensor * Supply, install and commission intercom system, linked to Control Room * Supply, install and commission CCTV system in lift, linked to the Control Room | * Boiler House * Square to Old Fort * Square to Women’s Jail | 3 |

**Lift in good working condition that need maintenance.**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Ref** | **Description** | **Technical Specifications** | **Location** | **Qty** |
| 1 | Vertical Platform Lift | * VMEC A20 * Scissor lift * 353kg * Power - 230 * Year 2004 * Good working order | * Number 4: in a Cell. | 1 |

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.

* + 1. 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.

* + 1. 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.

# ANNEXURE 1 – Performance Targets of Lifts

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

# ANNEXURE 2 – Maintenance Schedule for Accessible Lifts

| **Schedule No.** | **Description of Task** |
| --- | --- |
| **Quarterly Service** | |
|  | 1. Check levelling operation. Clean and adjust leveling switches, hoist way vanes, magnets, and inductors. Repair and/or adjust for proper leveling. 2. Check hoistway doors. Clean, lubricate car door or gate tracks, hangers and up thrust eccentrics, linkages jibs and interlocks. 3. Clean, adjust and lubricate car door or gate tracks, pivots, hangers. 4. On hoistway doors, clean, lubricate and adjust tracks, hangers and eccentrics, linkages jibs and interlocks. 5. 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. 6. Inspect hoist reduction gear brake and brake drum, drive sheave and motor, and any bearing wear. 7. Inspect safety parts, pivots, setscrew, switches, etc. Check necessary. 8. In the pit, lubricate compensating sheave and inspect hitches. Inspect governor and tape tension sheave fastenings. Empty clean oil drip pans. 9. Clean all parts of safeties and lubricate moving parts to assure their proper operation. Check and adjust clearance between safety jaws and guide rails. · 10. Visually inspect all safety parts. 11. Clean and examine governor rope, replacing, if needed. (Do not lubricate governor rope) 12. Check controller. Clean with blower, check alignment of switches, relays, timers, contracts, hinge pins, etc. adjust and lubricate. 13. Check all resistance tubes and grids. 14. Check oil in overload relays, settings and operation of overloads. Clean and inspect fuses and holders and all controller connections. 15. Inspect sheaves to ensure they are tight on shafts. Sound spokes and rim with hammer for cracks. 16. Check car stile channels for bends or cracks; also, car frame, cams, supports and car steadying plates. 17. Lubricate moving parts or vertical rising or collapsible car gates. Check pivot points, sheaves, guides and track wear. |

1. **Equipment Description**

Upon appointment, the following lifts will be handed over to the successful bidder:

***Accessible Lifts (lifts for persons with disabilities)***

|  |  |  |  |
| --- | --- | --- | --- |
| **Ref** | **Type of Lift** | **Location** | **Current condition** |
|  | Wheelchair Platform Lift, Vimec – V64 | Visitors Centre | To be replaced |
|  | Wheelchair Platform Lift, Vimec – V64 | Number 4, Food Area | To be replaced |
|  | Wheelchair Platform Lift, Vimec – V64 | Number 4, Shower Area | To be replaced |
|  | Wheelchair Platform Lift, Vimec – V65 | Old Fort, Ramparts | To be replaced |
|  | Platform Stair Lift, 1 stop | Square to Women’s Walk | To be refurbished |
|  | Platform Stair Lift, 2 stops | Boiler House | To be refurbished |
|  | Platform Stair Lift, 3 stops | Square to Tunnel | To be refurbished |
|  | Indoor Scissors Lift | Number 4, Life in a Cell | Working, to be Maintained |

1. **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.

1. **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.

* 1. Payment Claims

1. 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.
2. 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.
3. All non-maintenance invoices must be presented on a per lift basis and a fully itemized list of the work being charged for will be incorporated into the invoice.
4. 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.
5. No payment must be made by the Employer’s Representative for any unauthorized service performed by the Contractor.
   1. 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) x (Monthly maintenance rate) x*

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.

* 1. 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** |
|  | Employer’s written instruction, including alteration works | 25 |
|  | Reasons beyond the Contractor’s control (e.g. misuse, vandalism, fire, etc.) | 50 |
|  | 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 frequent 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 normal routine maintenance fee set above, for any breakdown of any lift over the following frequency, deduction in the normal routine maintenance fee will be applied in accordance with the following details:-

|  |  |  |
| --- | --- | --- |
| **Ref** | **Frequency of Breakdown** | **% Deduction of Quarterly Maintenance Fee** |
|  | Breakdown, due to system fault(s), of the same lift over 2 times monthly | 50 |
|  | Breakdown, due to system fault(s), of the same lift over 4 times monthly | 100 |

* 1. Payment for Works Covered by Approved Purchase Orders
     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.
     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.
  2. Payments Withheld
     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.

1. **Termination of Agreement**
   1. Either party may terminate this Agreement at the end of the initial one (1) year term or subsequent term by giving the other party not less than sixty (60) days written notice.
   2. The Employer may also terminate this Agreement at any time upon thirty (30) days written notice to the Contractor due to the following reasons:
      1. Unacceptable performance by the Contractor, which shall be determined in Employer’s sole and absolute discretion,
      2. Contractor's failure to comply with all of its duties and obligations under this Contract,
      3. Sale of building,
      4. Permanent removal of equipment from service.
2. **Failure to Perform**
   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.
   2. The Employer reserves the right to engage an independent party to perform an evaluation to determine responsibility pursuant to this paragraph.
3. **Award of Agreement**
   1. The Employer reserves 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.
4. **Selection and Awarding of Agreement**

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

| **Stage** | **Submission Document** | **Method of Evaluation** | **Criteria** |
| --- | --- | --- | --- |
| Stage 1 | ENVELOPE 1 | Administrative Compliance | All mandatory documents signed and submitted |
| Stage 2 | ENVELOPE 1 | Prequalification Compliance | All mandatory documents submitted |
| Stage 3 | ENVELOPE 1 | Functionality – Technical Evaluation Criteria | Minimum score of 70 points |
| Stage 4 | ENVELOPE 2 | Financial – Price & BBBEE | 80/20 rule will apply |

1. **Pre-qualification criteria**

**Bidders should submit the following requirements below. Failure to submit will be disqualified**

* 1. **Original Equipment Manufacturer (OEM) Registration**

The bidder must be accredited by the Original Equipment Manufacturer (OEM) to sell, install, commission and maintain the proposed lifts. Bidders must submit/attach as part of this response a letter from the OEM to confirm that the bidder is accredited by the OEM to sell, install, commission and maintain the proposed lifts Substantiate / Comments

* 1. **The bidder must appoint an independent inspector registered with SANAS and submit the following information:**
  + Proof of Independent Inspector appointment (agreement);
  + Abridge CV of the Independent Inspector
  + Proof of SANAS registration by the Independent Inspector.
  1. **CIDB minimum grading 3 SI or higher. Bidders should submit proof of CIDB Grading which consist of the following:**
  + Only those Tenderers who are registered with the CIDB in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 3SI class of construction work; Or
  + Joint Ventures are eligible to submit Tenders provided that:

(1) each member of the joint venture is registered with the CIDB,

(2) the lead partner rule will also apply, and

(3) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations (according to the CIDB website Joint Venture Grading Designation Calculator) is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 3SI class of construction work.

1. **Evaluation Criteria**

The following functionality criteria which has been divided into two phases, will be used for evaluating all bid proposals, where proposals **must score a combined overall minimum of 70 points for both phases one and two of the functionality criteria to qualify for further evaluation for preference points**:

| **Technical Criteria** | **Sub-criteria** | **Points** |
| --- | --- | --- |
| **Experience of the Bidder**  **LETTERS OF COMPLETION MUST BE PROVIDED/ATTACHED FOR PREVIOUS WORK DONE. THIS INCLUDES INSTALLATION OF NEW LIFTS, REPAIRS AND MAINTENANCE OF BOTH NEW AND EXISTING ACCESSIBLE LIFTS. THESE LETTERS MUST BE ON AN APPROPRIATE LETTERHEAD AND SIGNED OFF BY CLIENT.** Letter must detail:   * the scope of work undertaken, * project value undertaken, * date of award and completion, * and location where work was/is carried out).   ***NB: 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 completed projects*** | * 1 x Completion Letter – (5 points) * 2 x Completion Letters – (10 points) * 3 x Completion Letters – (15 points) * 4 x Completion Letters - (25 points) * 5 or more x Completion Letters – (30 points) | 30 |
| **Key Personnel and technical team qualifications and experience**.  The team leader must have the relevant qualifications, skills and experience needed for the services required (installations and servicing). Bidder’s team’s appropriate qualifications and experience including repair and maintenance of accessible lifts (**STRICTLY – ONLY WORKING EXPERIENCE ON ACCCESSIBLE LIFTS WILL BE CONSIDERED**, including functional refurbishment/renovation/restoration work experience and installations  The bidders proposed maintenance team must:  a) have the relevant and necessary skills mix to provide a service to Conhill taking into account the maintenance schedules and the related timing;  (b) be trained to be able to provide the required level of service. | Bidders must submit, as part of its proposal, the following evidence for verification purposes:  • The structure and composition of the proposed team, clearly outlining the main disciplines and the key personnel responsible for each discipline  • CVs of the key personnel; and the CVs must clearly highlight qualifications, memberships and areas of experience/ competence relevant to the tasks and objectives of this project as outlined above.  • Proof of qualification and certificates of their training and affiliations to industry association verified and signed-off by Engineers |  |
| * The team leader must have a minimum of five (5) years’ relevant experience within the elevator mechanical engineering space. | * 0 – 4 years experience – (0 points) * 5 years experience – (5 points) * 6 – 10 years experience – (10 points) * >10 years experience – (15 points) | 15 |
| * Elevator Installation Project. The team leader of the proposed project team is required to have a minimum of five (5) years’ experience in elevator installations and project management. | * 0 – 4 years experience – (0 points) * 5 years experience – (5 points) * 6 – 10 years experience – (10 points) | 10 |
| * The team leader of the bidders proposed team must be registered and in good standing with the following relevant statutory body/ies and provide proof of membership:   • Engineering Council of South Africa (ECSA)  ------------------------------------------------------------  • The Team Leader must provide proof of Membership to the Elevator Inspectors Association of SA (LIASA) and | * Membership certificate provided – 15 points * No membership certificate – 0 points        * Membership certificate provided – 15 points * No membership certificate – 0 points | 15  15 |
| **Maintenance plan**  The bidder will be required to provide comprehensive maintenance to all existing, newly installed and refurbished lifts. | *Bidder must submit a maintenance plan indicating how comprehensive maintenance will be conducted on all lifts* *(new, existing and refurbished*)   * Clearly list the associated terms and conditions and must outline the commencement and regularity of the maintenance plan. (15 points) | 15 |
| **TOTAL POINTS** |  | 100 |
| **MINIMUM REQUIRED POINTS** |  | 70 |

# Bidders Submission Requirements

A two-envelope system will be used for this tender.

1. **ENVELOPE 1 – “MANDATORY REQUIREMENTS: APPOINTMENT OF A SERVICE PROVIDER FOR MAINTENANCE OF ACCESSIBLE LIFTS, FOR A PERIOD OF 3 YEARS, INCLUDING LIFT REPLACEMENT PROJECT”**

The following mandatory requirements must be addressed in the proposal. Failure by Bidders to submit the below mentioned documents shall render the bid invalid.

| **No** | **Reference** | **Mandatory Requirements** | **Compliant** | |
| --- | --- | --- | --- | --- |
| 1 | Invitations to Bid form | Fully completed and signed SBD 1 forms | Yes | No |
| 2 | Valid Tax Clearance Certificate | Attach a Tax Clearance Certificate and a tax pin , as issued by SARS | Yes | No |
| 3 | Declaration of Interest form | Fully completed and signed SBD 4 forms | Yes | No |
| 4 | The National Industrial Participation Programme Form | Fully completed and signed SBD 5 forms | Yes | No |
| 5 | Preference points claim forms | Fully completed and signed SBD 6.1 forms | Yes | No |
| 6 | Declaration for local content form. | Fully completed and signed SBD 6.2 forms | Yes | No |
| 7 | Declaration of the bidder’s past SCM practices | Fully completed and signed SBD 8 forms | Yes | No |
| 8 | Certificate of Bid Determination | Fully completed and signed SBD 9 forms | Yes | No |
| 9 | Company Registration | Provide CERTIFIED company registration documents as issued by CIPC (previously CIPRO) | Yes | No |
| 10 | Company Registration | CERTIFICED Identity Documents copies for all Company Directors | Yes | No |
| 11 | Compensation for Occupational Injuries and Diseases Act (COIDA) | Valid/Current Letter of Good Standing from the Department of Labour | Yes | No |
| 12 | Unemployment Insurance Fund (UIF) | Valid/Current Certificate of Compliance from the Department of Labour. **NB: Must be reflected on the Tax Clearance Certificate submitted**. | Yes | No |
| 13 | Proof of Registration with the Construction Industry Development Board (CIDB) | Attached a certificate of registration from CIDB, as per specified grading requirements  **Minimum requirement: 3 SI or Higher** | Yes | No |
| 14 | Central Supplier Database (CSD) Registration | Provide CSD number | Yes | No |

# 

**ENVELOPE 1 – “TECHNICAL PROPOSAL: APPOINTMENT OF A SERVICE PROVIDER FOR MAINTENANCE OF ACCESSIBLE LIFTS, FOR A PERIOD OF 3 YEARS, INCLUDING LIFT REPLACEMENT PROJECT”**

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.

| **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 |

* 1. **ENVELOPE 2 – “FINANCIAL PROPOSAL: APPOINTMENT OF A SERVICE PROVIDER FOR MAINTENANCE OF ACCESSIBLE LIFTS, FOR A PERIOD OF 3 YEARS, INCLUDING LIFT REPLACEMENT PROJECT”**

1. **SECOND PHASE OF EVALUATION**

**Price and B-BBEE Evaluation**

Bidders scoring **70 points** or more on functionality/technical evaluation will qualify for stage 3 and will be evaluated on price and B- BBEE points. Where a maximum of **80** will be allocated to price only and **20** will be allocated for Bidders B-BBEE status level of contribution.

**SBD 3.1**

**PRICING SCHEDULE (Professional Services)**

NAME OF BIDDER: ……………………………………………………………………………………………… BID NO.: ……………………………………

CLOSING TIME 11:00 ON ……………………………………

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

**ONCE OFF (Comprehensive Report) + (Vertical Platform Stairlifts – as per section 4.6.1 )**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **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, including all the recommended repairs as per Lift Inspector | Once-off | 8 |  |  |
| Replacement of Accessible Lifts, Vertical Platform Stair lifts – as per section 4.6.1  ***\*Please include registration of lifts with the Department of Labour*** | Once-off | 4 |  |  |
| Refurbishment of Accessible Lifts, Enclosed Vertical Platform Lifts – as per section 4.6.1 | Once-off | 3 |  |  |
| A scissor lift in life in a cell is a working and need maintenance |  | 1 |  |  |

**Maintenance over 3 years.**

|  |  |  |  |
| --- | --- | --- | --- |
| Fixed Price for Preventative Maintenance Schedule – as per specification attached and Original Equipment Manufacturer’s requirements for a period of 3 years | Quarterly | 4 | **R** |

**TOTAL BID PRICE**

**ONCE OFF COST S = R\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**12 QUARTERLY MAINTENANCE = R\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**TOTAL BID PRICE R\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(Incl vat if applicable)**

1. **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:

* 1. Regular Working Hour R \_\_\_\_\_\_\_\_ Per Hour (One (1) Mechanic)
  2. Regular Working Hour R \_\_\_\_\_\_\_\_ Per Hour (Mechanic & Helper)
  3. Overtime Working Hour R \_\_\_\_\_\_\_\_ Per Hour (One (1) Mechanic)
  4. Overtime Working Hour R \_\_\_\_\_\_\_\_ Per Hour (Mechanic & Helper)
  5. Sundays and Holidays R \_\_\_\_\_\_\_\_ Per Hour (One (1) Mechanic)
  6. Sundays and Holidays R \_\_\_\_\_\_\_\_ Per Hour (Mechanic & Helper)

1. **SECOND PHASE: BBBEE**

1.1. **B-BBEE Evaluation:**

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

- For purpose of comparison and in order to ensure a meaningful evaluation, Service providers are requested to furnish detailed information in substantiation of compliance to the evaluation

criteria for BEE.

- Qualifying bids will be further evaluated in terms of the 80/20 if less than R50 000 000.00 preference point systems (20 allocated to BBBEE and 80 allocated to price).

|  |  |
| --- | --- |
| **BBBEE & Price will be evaluated according to the preference point system as outlined below B-BBEE** | **20 points for less than R50,**  **000, 000.00** |
| **BBBEE Status Level of Contributor** | **Number of Points** |
| 1 | 20 |
| 2 | 18 |
| 3 | 14 |
| 4 | 10 |
| 5 | 8 |
| 6 | 6 |
| 7 | 4 |
| 8 | 2 |
| Non-compliant contributor | 0 |

1.2. Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA’s approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

1.3. Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

1.4. A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

1.5. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

1.6. Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

1.7. A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

1.8. A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

**PART B**

**SBD 4**

**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 favoritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or

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

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

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

2.2 Identity Number: …………………………………………………………………………………

2.3 Position occupied in the Company (director, trustee, shareholder….…………………..

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:

…………………………………………………………………………………………………………………

…………………………………………………………………………………………………………………

…………………………………………………………………………………………

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

2.9.1If so, furnish particulars.

**YES / NO**

…………………………………………………………………………………………………………………

…………………………………………………………………………………………………………………

…………………………………………………………………………………………

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.10.1 If so, furnish particulars**.**

…………………………………………………………………………………………………………………

…………………………………………………………………………………………………………………

…………………………………………………………………………………………

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

**YES / NO**

2.11.1 If so, furnish particulars:

…………………………………………………………………………………………………………………

…………………………………………………………………………………………………………………

…………………………………………………………………………………………

**3 Full details of directors / trustees / members / shareholders.**

|  |  |  |  |
| --- | --- | --- | --- |
| **Full Name** | **Identity**  **Number** | **Personal Tax**  **Reference Number** | **State Employee**  **Number / Persal**  **Number** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

**4 DECLARATION**

I, THE UNDERSIGNED (NAME)………………………………………………………………………

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS

DECLARATION PROVE TO BE FALSE.

………………………………….. ..……………………………………………

Signature Date

…………………………………. ………………………………………………

Position Name of bidder

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 2year 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.

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 Rand), 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](mailto: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 Date**

**PART C –**

**PREFERENCE POINT SYSTEM**

**SBD 6.1**

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

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

1. **GENERAL CONDITIONS**
   1. The following preference point systems are applicable to all bids:

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

a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or

b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

* 1. Points for this bid shall be awarded for:

1. Price; and
2. B-BBEE Status Level of Contributor.
   1. The maximum points for this bid are allocated as follows:

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

* 1. Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
  2. 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.

1. **DEFINITIONS**
2. **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
3. “**B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
4. **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
5. **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
6. **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
7. **“Functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
8. **“prices”** includes all applicable taxes less all unconditional discounts;
9. **“proof of B-BBEE status level of contributor”** means:
10. B-BBEE Status level certificate issued by an authorized body or person;
11. A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
12. Any other requirement prescribed in terms of the B-BBEE Act;
13. **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
14. **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
15. **POINTS AWARDED FOR PRICE**
    1. **THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

**80/20 or 90/10**

**** or ****

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

1. **POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**
   1. In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

|  |  |  |
| --- | --- | --- |
| **B-BBEE Status Level of Contributor** | **Number of points**  **(90/10 system)** | **Number of points**  **(80/20 system)** |
| 1 | 10 | 20 |
| 2 | 9 | 18 |
| 3 | 6 | 14 |
| 4 | 5 | 12 |
| 5 | 4 | 8 |
| 6 | 3 | 6 |
| 7 | 2 | 4 |
| 8 | 1 | 2 |
| Non-compliant contributor | 0 | 0 |

1. **BID DECLARATION**
   1. Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:
2. **B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1** 
   1. B-BBEE Status Level of Contributor: . = ………(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

1. **SUB-CONTRACTING**
   1. Will any portion of the contract be sub-contracted?

(***Tick applicable box***)

|  |  |  |  |
| --- | --- | --- | --- |
| YES |  | NO |  |

* + 1. If yes, indicate:

1. What percentage of the contract will be subcontracted............…………….…………%
2. The name of the sub-contractor…………………………………………………………..
3. The B-BBEE status level of the sub-contractor......................................……………..
4. Whether the sub-contractor is an EME or QSE

***(Tick applicable box***)

|  |  |  |  |
| --- | --- | --- | --- |
| YES |  | NO |  |

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

|  |  |  |
| --- | --- | --- |
| **Designated Group: An EME or QSE which is at last 51%**  **owned by:** | **EME**  **√** | **QSE**  **√** |
| Black people |  |  |
| Black people who are youth |  |  |
| Black people who are women |  |  |
| Black people with disabilities |  |  |
| Black people living in rural or underdeveloped areas or townships |  |  |
| Cooperative owned by black people |  |  |
| Black people who are military veterans |  |  |
| **OR** | | |
| Any EME |  |  |
| Any QSE |  |  |

1. **DECLARATION WITH REGARD TO COMPANY/FIRM**
   1. Name of company/firm:…………………………………………………………………….
   2. VAT registration number:…………………………………….………………………………
   3. Company registration number:………….……………………….………………………….
   4. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

**[Tick applicable box]**

* 1. DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

…………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………...

* 1. COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

**[*Tick applicable box*]**

* 1. Total number of years the company/firm has been in business:…………………………
  2. I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

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

**WITNESSES**

1. **……………………………………..**
2. **…………………………………….**

**………………………………………….**

**SIGNATURE(S) OF BIDDERS(S)**

**DATE: …………………………………..**

**ADDRESS …………………………………..**

**…………………………………..**

**…………………………………..**

**SBD 6.2**

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

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)]. **Please refer to the excel document attached for Annexure C; D; & E**

1. **General Conditions**
   1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
   2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
   3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
   4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
   5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

**Where**

**x is the imported content in Rand**

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

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

**The SABS approved technical specification number SATS 1286:2011 is accessible on http:/www.thedti.gov.za/industrial development/ip.jsp at no cost.**

* 1. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

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

**Description of services, works or goods Stipulated minimum threshold**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_%

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_%

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_%

**3**. Does any portion of the goods or services offered have any imported content?

(***Tick applicable box***)

|  |  |  |  |
| --- | --- | --- | --- |
| YES |  | NO |  |

3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

|  |  |
| --- | --- |
| **Currency** | **Rates of exchange** |
| US Dollar |  |
| Pound Sterling |  |
| Euro |  |
| Yen |  |
| Other |  |

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

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

**LOCAL CONTENT DECLARATION**

**(REFER TO ANNEX B OF SATS 1286:2011)**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**  **IN RESPECT OF BID NO.** .................................................................................  **ISSUED BY**: (Procurement Authority / Name of Institution): .........................................................................................................................  NB   1. The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder. 2. Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thdti.gov.za/industrial development/ip.jsp](http://www.thdti.gov.za/industrial%20development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.**  Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.   **I, the undersigned, ……………………………........................................................... (full names),**  **do hereby declare, in my capacity as ……………………………………………………… ………..**  **of ..................................................................................................................(name of bidder entity), the following:**   1. The facts contained herein are within my own personal knowledge. 2. I have satisfied myself that: 3. the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and 4. The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:  |  |  | | --- | --- | | Bid price, excluding VAT (y) | R | | Imported content (x), as calculated in terms of SATS 1286:2011 | R | | Stipulated minimum threshold for local content (paragraph 3 above) |  | | Local content %, as calculated in terms of SATS 1286:2011 |  |   **If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.**  **The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**   1. I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011. 2. I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).   **SIGNATURE: DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **WITNESS No. 1 DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **WITNESS No. 2 DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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|  |  |  |  |  |  |  | |  | |  | |  |  |  | |  | |  | | **SATS 1286.2011** | |  |
|  | **Annex C** | | | | | | | | | | | | | | | | | | | |  | |
|  |  |  |  |  |  |  | |  | |  | |  |  |  | |  | |  | |  | |  |
|  | **Local Content Declaration - Summary Schedule** | | | | | | | | | | | | | | | | | | | | |  |
|  |  |  |  |  |  |  | |  | |  | |  |  |  | |  | |  | |  | |  |
| *(C1)* | **Tender No.** |  |  | | | | | |  | |  |  |  |  |  | | **Note: VAT to be excluded from all calculations** | | | | |  |
| *(C2)* | **Tender description:** | |  | | | | | |  | |  |  |  |  |  | |  |
| *(C3)* | **Designated product(s)** | |  | | | | | |  | |  |  |  |  |  | |  | |  | | |  |
| *(C4)* | **Tender Authority:** | |  | | | | | |  | |  |  |  |  |  | |  | |  | | |  |
| *(C5)* | **Tendering Entity name:** | |  | | | | | |  | |  |  |  |  |  | |  | |  | | |  |
| *(C6)* | **Tender Exchange Rate:** | | Pula |  | EU |  | | GBP | |  | |  |  |  | |  | |  | |  | |  |
| *(C7)* | **Specified local content %** | |  |  |  |  | |  | |  | |  |  |  | |  | |  | |  | |  |
|  |  |  |  | **Calculation of local content** | | | | | | | | |  | **Tender summary** | | | | | | | |  |
|  | **Tender item no's** | **List of items** | | **Tender price - each  (excl VAT)** | **Exempted imported value** | | **Tender value net of exempted imported content** | | **Imported value** | | **Local value** | **Local content % (per item)** |  | **Tender Qty** | **Total tender value** | | **Total exempted imported content** | | **Total Imported content** | | |  |
|  | *(C8)* | *(C9)* | | *(C10)* | *(C11)* | | *(C12)* | | *(C13)* | | *(C14)* | *(C15)* |  | *(C16)* | *(C17)* | | *(C18)* | | *(C19)* | | |  |
|  |  |  | |  |  | |  | |  | |  |  |  |  |  | |  | |  | | |  |
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|  |  |  |  |  |  |  | |  | | ***(C20)* Total tender value** | | | | | | **R 0** | |  | |  | |  |
|  | **Signature of tenderer from Annex B** | | |  |  | |  | |  | | ***(C21)* Total Exempt imported content** | | | | | | **R 0** | |  | | |  |
|  |  |  |  |  |  |  | | ***(C22) Total* Tender value net of exempt imported content** | | | | | | | | | | **R 0** | |  | |  |
|  |  |  |  |  |  |  | | ***(C23)* Total Imported content** | | | | | | | | | | | | **R 0** | |  |
|  |  |  |  |  |  |  | | ***(C24)* Total local content** | | | | | | | | | | | | **R 0** | |  |
|  | Date: |  |  |  |  |  | | ***(C25)* Average local content % of tender** | | | | | | | | | | | |  | |  |
|  |  |  |  |  |  |  | |  | |  | |  |  |  | |  | |  | |  | |  |

**PART D –**

**DECLARATION OF BIDDER’S PAST SCM PRACTICES**

**SBD 8**

**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 *audi alteram partem* rule was  applied). | Yes | No |
| 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](http://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 | No |
| 4.2.1 | If so, furnish particulars: | | |
| 4.3 | Was the bidder or any of its directors convicted by a court of law (including a court  outside of the Republic of South Africa) for fraud or corruption during the past five years? | Yes | No |
| 4.3.1 | If so, furnish particulars: | | |
| 4.4 | Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | Yes | No |
| 4.4.1 | If so, furnish particulars: | | |

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)…………………………………………………

CERTIFY THAT THE INFORMATION 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

**SBD 9**

**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 Gauteng Growth and Development Agency appointed by the MEC;

1.2 “Chief Executive Officer” [“CEO”] means the CEO of Gauteng Growth and Development Agency 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 Gauteng Growth and Development

Agency;

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 Gauteng Growth and Development Agency 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 Gauteng Growth and Development Agency to the Contractor recording the acceptance by Gauteng Growth and Development Agency 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 Gauteng Growth and Development Agency;

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 and 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 accepts 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 fulfilment 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

17. Subcontracts

18. Delays in the supplier’s performance

19. Penalties

20. Termination for default

21. Force Majeure

22. Termination for insolvency

23. Settlement of disputes

24. Limitation of liability

25. Governing language

26. Applicable law

27. Notices

28. Taxes and duties

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](http://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.

**PLEASE COMPLETE THE FOLLOWING FORM.**

**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**

1. For the performance targets on response time to fault call, the compliance level is 95% for all cases. [↑](#footnote-ref-1)
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. [↑](#footnote-ref-2)