



## QUOTATION

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# MAINTENANCE AND REPAIR OF LIFTS FOR THE DEPARTMENT OF PUBLIC WORKS IN ALFRED NZO REGION FOR A DURATION OF 36 MONTHS

### ALF5-19/20-0020

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**NAME OF COMPANY:**

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**CSD Nr:**

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**CRS Nr (CIDB):**

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**CLOSING DATE :02 December 2019**

**TIME: 11:00 am**

Department of PUBLIC WORKS  
3<sup>rd</sup> Floor. Office 3-46  
Independence Avenue  
Qhasana Building  
5605



## T1.1 Tender Notice and Invitation to Tender

The Eastern Cape Department Public Works invites Contractors with a CIDB Grading of **1SI OR HIGHER** in the following Class of works (**SI**) tenders for **MAINTENANCE AND REPAIR OF LIFTS FOR THE DEPARTMENT OF PUBLIC WORKS IN ALFRED NZO REGION FOR A DURATION OF 36 MONTHS**

Only tenderers who have suitable experience and suitably qualified personnel in providing similar services to those that are required are eligible to submit tenders.

Documents may be obtained from the offices of the Department of Public Works, Qhasana Building, Office number 3-46, Third floor, Bhisho from 08:00 am on **13/11/2019** However tender documents are downloaded from the Department of Public Works site ([www.ecdpw.gov.za/tenders](http://www.ecdpw.gov.za/tenders))

Queries relating to the issue of these documents may be addressed in writing to Ms Nosiviwe Maya, email: [nosiviwe.maya@ecdpw.gov.za](mailto:nosiviwe.maya@ecdpw.gov.za). **Technical enquiries:** may be addressed in writing to Mr Lwandise Sodinga– email: [lwandise.sodinga@ecdpw.gov.za](mailto:lwandise.sodinga@ecdpw.gov.za).

**The closing time for receipt of tenders is 11:00 am on 02 December 2019.** Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted. Bids must be submitted in sealed envelopes clearly marked “**ALF5-19/20-0020: MAINTENANCE AND REPAIR OF LIFTS FOR THE DEPARTMENT OF PUBLIC WORKS IN ALFRED NZO REGION FOR A DURATION OF 36 MONTHS**” must be deposited in the bid box, Department of Public Works, , **Qhasana Building, front corner on the way to CIDB offices, Bhisho. LABELLED AS “QUOTATIONS”**,

It is the responsibility of the tenderer/s to ensure that bid documents /proposals are submitted on or before closing time and the correct location as the department will not take responsibility of wrong delivery. Tenderers using courier services for delivery of their bid documents must ensure the delivery is at the correct place / location and time as the department will not be held responsible for wrong delivery. Not delivered to Departmental officials. The Department will not accept responsibility if bids received by officials are not timely deposited in the Bid Box.

Tenders may only be submitted on the tender documentation that is issued. Tenderers must be registered on the National Treasury Central Supplier Data Base and proof of registration must be submitted with the proposal (<https://secure.csd.gov.za>).

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

### B. BID EVALUATION:

**This bid shall be evaluated in Two (2) phases as follows:**

**Phase One:** Compliance, responsiveness to the bid rules and conditions, thereafter (if applicable).

**Phase Two:** Tenderers passing all stages above will thereafter be evaluated on PPPFA **PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) POINTS WILL BE AWARDED AS FOLLOWS:**

Maximum points on price	-	<b>80 points</b>
Maximum points for B-BBEE	-	<b>20 points</b>
Maximum points	-	<b>100 points</b>



### **C. BID SPECIFICATIONS, CONDITIONS AND RULES**

The minimum specifications, other bid conditions and rules are detailed in the bid document under Tender Data

The specifications, rules, special conditions of bid, evaluation criteria, and rules for evaluation for compliance to local content and other bid conditions are detailed in the document.

The Department of Public Works SCM policy applies.

Tender validity period is **90 days**.

### **D. TENDER SUBMISSIONS:**

Bids must be submitted in sealed envelopes clearly marked “**ALF5-19/20-0020 MAINTENANCE AND REPAIR OF LIFTS FOR THE DEPARTMENT OF PUBLIC WORKS IN ALFRED REGION FOR A DURATION OF 36 MONTHS**” must be deposited in the bid box, situated at Department of Public Works, Qhasana Building, front corner on the way to CIDB offices, Bhisho.  
**LABELLED AS “QUOTATIONS**

### **E. ENQUIRIES WITH REGARD TO THIS ADVERT MAY BE DIRECTED TO:**

- **SCM RELATED ENQUIRIES**

Ms N. Maya

Tel No: **040 602 4160**

Email Address: [nosiviwe.maya@ecdpw.gov.za](mailto:nosiviwe.maya@ecdpw.gov.za)

- **TECHNICAL ENQUIRIES**

Mr L.Sodinga

Tel No.: **079 497 3171/040 604 4197**

Email Address: [lwandise.sodinga@ecdpw.gov.za](mailto:lwandise.sodinga@ecdpw.gov.za)

### **FOR COMPLAINTS, FRAUD, & TENDER ABUSE:**

**Call: 0800 701 701**



## T1.2 Tender Data

The conditions of tender are the latest edition of SANS 10845-3, *Standard conditions of tender*. SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3 *and* as contained in **Annexure C of Standard for Uniformity in Construction Procurement (Board Notice 423 of 2009 Government Gazette No 38960 of August 2019)**, Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.

Clause number	Tender Data
3.1	The Employer is Public Works
3.2	The tender documents issued by the employer comprise the following documents: <b>THE TENDER</b> <b>Part T1: Tendering procedures</b> T1.1 - Tender notice and invitation to tender T1.2 - Tender data <b>Part T2 : Returnable documents</b> T2.1 - List of returnable documents T2.2 - Returnable schedules <b>THE CONTRACT</b> <b>Part C1: Agreements and Contract data</b> C1.1 - Form of offer and acceptance C1.2 - Contract data C1.3 - Performance Bond <b>Part C2: Pricing data</b> C2.1 - Pricing assumptions C2.2 - Bill of Quantities <b>Part C3: Scope of work</b> C3 - Scope of work <b>Part C4: Site information</b> C4 - Site information
3.2	The tender documents issued by the employer comprise the documents listed on the contents page
3.4	The employer's agent is: Name: Lwandise Sodinga Qhasana Building, Department of PUBLIC WORKS Independence Avenue, Bhisho Tel: 079 497 3171/040 602 4197 E-mail: <a href="mailto:lwandise.sodinga@ecdpw.gov.za">lwandise.sodinga@ecdpw.gov.za</a>
3.4	The language for communications is English
3.6	The competitive negotiation procedure shall be applied.
3.6	Method 2: Two (2) stage procurement procedure shall be applied.
<b>4</b>	<b>Tender's obligations</b>
4.1	The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated: a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations, for a <b>CIDB Grade 1SI or HIGHER</b> class of construction work; and b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation <b>CIDB Grade 1SI or Higher</b> in terms of a) above and who satisfy the following criteria: 1) .....potential to develop and qualify to be registered in that higher grade as determined in accordance with the provisions of the <i>CIDB Specification for Social and Economic Deliverables in Construction Works Contracts</i> ; and



	<p><b>2)</b> whom the employer agrees that they will provide the financial, management or other support that is considered appropriate to enable the contractor to successfully execute that contract.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>1. every member of the joint venture is registered with the CIDB;</li> <li>2. the lead partner has a contractor grading designation in the <b>CIDB Grade 1SI or HIGHER</b> class of construction work; and</li> <li>3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <b>CIDB Grade 1SI or HIGHER</b> class of construction work or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations</li> </ol>
4.2	The employer will compensate the tender as follows <b>as per the conditions of the Form of Contract signed or SLA.</b> The employer <b>will not</b> compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the employer.
4.3	It is the responsibility of the tenderer to check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
4.4	<b>Confidentiality and copyright of documents</b> Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.
4.5	Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are incorporated into the tender documents by reference.
4.6	Acknowledge receipt of addenda to the tender documents, which the employer may issue, and, if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.
4.7	The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list. <b>Tender documents will not be made available at the clarification meeting</b>
4.8	<b>Seek clarification</b> <i>Request clarification of the tender documents, if necessary, by notifying the employer at least <b>5 (Five) working days before the closing time stated in the tender data.</b></i>
4.10	Tenderers are required to state the rates and currencies in Rands. Include in the rates, prices, and the tendered total of the prices (if any), all duties, taxes which the law requires to be paid [except value added tax (VAT)], and other levies payable by the successful tenderer, that are applicable 14 days before the closing time stated in the tender data. Show the VAT payable by the employer separately as an addition to the tendered total of the prices. Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data. State the rates and prices in monetary value of the contract unless otherwise instructed in the tender data.
4.11	Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer or to correct errors made by the tenderer and ensure that all signatories to the tender offer initial all such alterations. Do not make erasures using masking fluid.
4.12	Main tender offers are not required to be submitted together with alternative tenders.
4.12	No alternative tender offers will be considered
4.13.1	Parts of each tender offer communicated on paper shall be submitted as an original. Submit a) the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with a translation of any documentation in a language other than the language of communication established in 3.4, and b) the parts communicated electronically by the employer or its agents on paper format with the tender.
4.13.2	Sign the original and all copies of the tender offer where required in terms of the tender data.



	State in the case of a joint venture which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer. NOTE The employer holds all authorized signatories liable on behalf of the tenderer.
4.13.3	A tender security in the amount of <b>N/A</b> is required and shall remain valid for a period not exceeding <b>N/A</b> days after the closing date for tender offers. The form of the tender security shall not differ substantially from the sample provided in Annex D of SANS 10845-3.
4.13.5	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are: <b>Location of tender box:</b> front corner on the way to CIDB offices <b>Physical address:</b> Independence Avenue, Ground Floor, Qhasana Building, BHISHO 5605 <b>Identification details:</b> <b>ALF5-19/20-0020, MAINTENANCE AND REPAIR OF LIFTS FOR THE DEPARTMENT OF PUBLIC WORKS IN ALFRED NZO, 02 December 2019 at 11:00</b>
4.13.4	The tenderer is required to submit with his tender the following certificates: 1) a copy of the CSD report showing, amongst other things, that tax matters of the service provider are in order the South African Revenue Services. <i>In the case of a Joint Venture/Consortium/Sub-contractors each party must submit a separate CSD report showing, amongst other things, that tax matters of the service provider are in order the South African Revenue Services.</i> 2) CIDB Grading certificate or CRS number.
4.13.5	A two-envelope procedure will not be required.
4.13.5	<del>The "ORIGINAL" and "COPY" are to be submitted as separate packages.</del>
4.13.6	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted. The tenderer accepts that the employer does not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
4.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of the standard conditions of tender in this part of SANS 10845 apply equally to the extended deadline.
4.16.1	The tender offer validity period is <b>90 days</b> . Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data. If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period, with or without any conditions attached to such extension. Extend the period of the tender security, if any, to cover any agreed extension requested by the employer.
4.16.2	<b>Placing of contractors under restrictions / withdrawal of tenders</b> If any tenderer who has submitted a tender offer or a contractor who has concluded a contract has, as relevant: withdrawn such tender or quotation after the advertised closing date and time for the receipt of submissions; after having been notified of the acceptance of his tender, failed or refused to commence the contract; had their contract terminated for reasons within their control without reasonable cause; offered, promised or given a bribe in relation to the obtaining or the execution of such contract; acted in a fraudulent, collusive or anti-competitive or improper manner or in bad faith towards the Provincial Government; or, made any incorrect statement in any affidavit or declaration with regard to a preference claimed and is unable to prove to the satisfaction of the Provincial Government that the statement was made in good faith or reasonable steps were taken to confirm the correctness of the statements, such tenderer/s may be placed under restriction from tendering with the state. Procedures are outlined in the EC SCM Policy for Infrastructure procurement and Delivery Management and also on <b>cidb</b> Inform Practice Note #30.. Excerpts of the policy can be availed on request of any interested tenderer.
4.19	Access shall be provided for the following inspections, tests and analysis: <b>N/A</b>
4.20	the preferred tenderer will be required to submit an approved insurer undertaking to provide the Performance Bond / Guarantee / Surety / Security to the format and/or standard as per DPW policy
<b>5</b>	<b>Employer's undertakings</b>
5.1	The Employer will respond to requests for clarification received up to <b>Five (5)</b> working days before the tender closing time. If, as a result of the issuing of addenda, it is necessary to extend the closing time stated in the tender data, grant such extension and notify all respondents accordingly.





5.2	The employer shall issue addenda until <b>Five (5)</b> working days before tender closing time.												
5.4	Tenders will be opened immediately after the closing time for tenders at <b>11:00 am hours</b> .												
5.6	Do not disclose to tenderers, or to any person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.												
5.8	Determine, after opening and before detailed evaluation, whether each tender offer that was properly received a) complies with the requirements of the standard conditions of tender in this part of SANS 10845, b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the tender documents. A responsive tender is one that conforms to all the terms, conditions, and scope of work of the tender documents, without material deviation or qualification. A material deviation or qualification is one which, in the employer's opinion, would d) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the scope of work, e) significantly change the employer's or the tenderer's risks and responsibilities under the contract, or f) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. Reject a non-responsive tender offer, and do not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.												
5.9	<b>Arithmetical errors, omission and discrepancies</b> Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern. For Vat related discrepancies, National and Provincial Treasury prescripts in relation to VAT procedures apply.												
5.11.1	The financial offer will be reduced to a comparative basis using the Tender Assessment Schedule. <b>Table F.1: Formulae for calculating the value of A</b> <table border="1"> <thead> <tr> <th>Formula</th> <th>Comparison aimed at achieving</th> <th>Option 1<sup>a</sup></th> <th>Option 2<sup>a</sup></th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Highest price or discount</td> <td><math>A = \left( 1 + \frac{(P - P_m)}{P_m} \right)</math></td> <td><math>A = P / P_m</math></td> </tr> <tr> <td>2</td> <td>Lowest price or percentage commission / fee</td> <td><math>A = \left( 1 - \frac{(P - P_m)}{P_m} \right)</math></td> <td><math>A = P_m / P</math></td> </tr> </tbody> </table> <p><sup>a</sup> <math>P_m</math> is the comparative offer of the most favourable comparative offer. <math>P</math> is the comparative offer of the tender offer under consideration.</p>	Formula	Comparison aimed at achieving	Option 1 <sup>a</sup>	Option 2 <sup>a</sup>	1	Highest price or discount	$A = \left( 1 + \frac{(P - P_m)}{P_m} \right)$	$A = P / P_m$	2	Lowest price or percentage commission / fee	$A = \left( 1 - \frac{(P - P_m)}{P_m} \right)$	$A = P_m / P$
Formula	Comparison aimed at achieving	Option 1 <sup>a</sup>	Option 2 <sup>a</sup>										
1	Highest price or discount	$A = \left( 1 + \frac{(P - P_m)}{P_m} \right)$	$A = P / P_m$										
2	Lowest price or percentage commission / fee	$A = \left( 1 - \frac{(P - P_m)}{P_m} \right)$	$A = P_m / P$										
5.11.2	<del>The procedure for the evaluation of responsive tenders is <b>Method 1: Price only</b>.</del>												
5.11.3	The procedure for the evaluation of responsive tenders is <b>Method 2: Price and Preference</b> . In the case of a price and preference												
5.11.4	Stage 1: Administrative requirements and Mandatory requirements Stage 2: Price and preference (80/20 system)  <b>1. <u>STAGE ONE: RESPONSIVENESS TO THE BID REQUIREMENTS AND RULES</u></b>  A. Bidders' proposals must meet the following minimum requirements and supporting documents must be submitted with the completed bid document in a sealed envelope in the bid box at the closing date and time. Failure to comply will automatically eliminate the bid for further consideration:  <ol style="list-style-type: none"> <li>1. Bid Document (This Document must be submitted in its original format)</li> <li>2. Bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted.</li> <li>3. Bidder must be registered with CIDB in the correct grading and class of works as per the tender notice and requirements. And must the status on CIDB be active during award stage. It is the responsibility of the bidder to keep the status on CIDB active throughout bidding process (advert till award stage).</li> <li>4. Bidders must be a legal entity or partnership or joint venture or consortia.</li> <li>5. Form of offer and Acceptance (fully completed and signed)</li> <li>6. SBD 4- Declaration of Interest (fully completed and signed)</li> <li>7. SBD 8- Declaration of Bidder's past Supply Chain Management Practices. (Completed and signed)</li> <li>8. SBD 9- Certificate of Independent Bid Determination. (Completed and signed)</li> <li>9. Compulsory Enterprise Questionnaire (Completed and signed)</li> <li>10. Compulsory Declaration (Completed and signed)</li> <li>11. In the event of a consortia/joint ventures, a signed agreement by all parties must submitted with the bid.</li> </ol>												



12. If the offer (any of the items quoted for) is "Vat Inclusive", the VAT registration number of service provider must be indicated. Bidders are not entitled to claim the VAT if they are not VAT registered.
13. Certificate of Authority for Joint Ventures (if applicable). In the case of a joint venture, a signed JV agreement stating the share interest or percentage of each partner should also be made available to the department by the JV.
14. Declaration: Validity of Information Provided
15. Resolution to Sign (if applicable)
16. Declaration of Employees of the State or other State Institutions.
17. Attendance of compulsory briefing meeting (where applicable)
18. Only one offer per item per bidder is allowed and alternative offers will not be considered. If more than one offer per item is received, none of the offers will be considered. Bidders are also not allowed to submit a bid/quotation whilst they are in agreements with other bidders in the form of joint ventures or consortiums.
19. This tender will be awarded as a whole. All trades listed in the Bills of Quantities or Pricing schedule must be priced for (except provisional sums and allowances), failure to do so will result increase commercial risk of the bid and may lead to elimination or passing over of the bidder.
20. Wherever a brand name is specified in this document (i.e. specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better.
21. The bidder must have an employee or director with a certificate in lift inspection and a copy must be attached. The certificate will be verified through the engineering council of South Africa (ECSA).

#### **B. Other Conditions of bid – Non Eliminating**

- i. The bidder must be registered on the Central Supplier Database (CSD) prior the award
- ii. All bidders' tax matters must be in order prior award. Bidders' tax matters will be verified through CSD.
- iii. Failure to complete section 7: SUB-CONTRACTING as per the SBD 6.1, will automatically results in the non-awarding of points for B-BBEE.
- iv. Should the bidder intend to sub-contract more than 25%, it is compulsory to submit valid B-BBEE certificates or a valid original or certified copy of a Sworn Affidavit attested by a Commissioner of Oaths prepared and issue (for EMEs/QSEs) for all proposed sub-contractors. Failure will automatically result in no points awarded for B-BBEE, irrespective if the main bidder submitted an original or certified copy of his/her own B-BBEE certificate.
- v. A valid original or certified copy of B-BBEE certificate must be submitted with the bid OR a valid original or certified copy of a Sworn Affidavit attested by a Commissioner of Oaths prepared and issued in terms of the amended B-BBEE Construction Sector Codes (CSC000) must be submitted in order to qualify for preference points for B-BBEE. In case of a joint venture or consortium a valid original or certified copy of B-BBEE certificate must submit a consolidated B-BBEE certificate. Failure to comply with this, will automatically results in the non-awarding of points for B-BBEE.
- vi. The Department will contract with the successful bidder by signing a formal contract.
- vii. This tender will be awarded as a whole. All trades listed in the Bills of Quantities or Pricing schedule must be priced for (except provisional sums and allowances which also need to be added to the total), failure to do so will increase commercial risk of the bid and may lead to elimination or passing over of the bidder.
- viii. Wherever a brand name is specified in this document (i.e. specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better.
- ix. The client reserves the right to intervene and/or assist in the selection of local sub-contractors, during contract administration.
- x. The successful tenderer (after being informed) will be required to bring along an unsigned copy of the form of contract to be signed by parties (e.g JBCC MWA 2000, edition 4.1 of 2005 original copy).
- xi. Bidders must submit a list of projects where he or she has submitted tender offers but tender results have not been confirmed by the client. *Refer to Annexure J.*
- xii. Returnable Schedule: SBD 1- Invitation to bid must be completed and signed.
- xiii. Details of Tenders nearest office
- xiv. Returnable Documents: Company Details
- xv. Returnable Documents: Company Composition
- xvi. Bidders must submit atleast one (1) written contactable reference for projects successfully completed in the **past** (clearly indicating client name, contract value, contract term, contact person, contact details). *Refer to Annexure I and Annexure M.*
- xvii. Bidders must submit a list of projects where he or she has submitted tender offers but tender results have not been confirmed by the client. *Refer to Annexure L.*
- xviii. Bidders must submit their company profiles, list of available resources, plant and machinery and any other additional capacity with the bid. *Refer to Annexure K and H.* This is not an elimination factor, but important for the department to make a decision

#### **2. STAGE TWO: EVALUATION POINTS ON PRICE AND B-BBEE REGULATIONS OF 2017**





The **80/20 preference point system** shall be applied for the purposes of this bid as per the requirements of the *Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)* and B-BBEE/ PPPFA Regulations of 2017

Criteria	Points
<b>POINTS ON PRICE</b>	<b>80</b>
<b>B-BBEE</b>	<b>20</b>
<b>TOTAL</b>	<b>100</b>

**The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million:**

(a) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a Rand value equal to, or above R 30 000 and up to Rand value of R 50 000 000 (all applicable taxes included):

The financial offer will be scored using the following formula:

$$A = (1 - \frac{(P - P_m)}{P_m})$$

P<sub>m</sub>

The value of value of W<sub>1</sub> is:

- 1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000 or
- 2) 80 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals or is less than R 50 000 000.

5.11.5	The procedure for the evaluation of responsive tenders is <b>Method 4</b> (Financial offer, quality and preference) – <b>N/A</b>
5.11.9	The quality criteria and maximum score in respect of each of the criteria are as follows: <b>N/A</b>
5.11.9	Each evaluation criteria will be assessed in terms of five indicators – <b>N/A</b>
5.11.9	The prompts for judgment and the associated scores used in the evaluation of quality shall be as follows: <b>N/A</b>
5.13	<p><b>Tender offers will only be accepted if:</b></p> <ol style="list-style-type: none"> <li>a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government ( see <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> ) unless it is a foreign supplier with no local registered entity</li> <li>b) the tenderer is in good standing with SARS according to the Central Supplier Database. Tenderers must submit a CSD no. or tax status compliance pin.</li> <li>c) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</li> <li>d) the preferred tenderer submits an approved insurer undertaking to provide the Public Liability Insurance, Works Insurance and other applicable insurances.</li> <li>e) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>f) the tenderer has not: <ol style="list-style-type: none"> <li>i) abused the Employer's Supply Chain Management System; or</li> <li>ii) failed to perform on any previous contract and has been given a written notice to this effect;</li> </ol> </li> <li>g) the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process;</li> <li>h) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;</li> <li>i) the tenderer has duly completed and signed the <b>SBD 1, SBD 4, SBD 8 and SBD 9</b>. Incomplete or unsigned or poorly completed forms will lead to a tenderer being declared non responsive. No second chance will be afforded to a tenderer to come and complete or sign an information.</li> <li>j) Bids which are late, incomplete, unsigned or submitted by facsimile or electronically will not be accepted.</li> <li>k) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</li> </ol>



	<p><b>l)</b> The tenderer undertakes to maximize the sourcing of building material or infrastructure input material from Eastern Cape based suppliers or manufacturers.</p> <p>m) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.</p> <p>n) the tender has offered a market related offer. If the offer is believed not to be market related, the department through its Supply Chain Management bid committees will attempt to negotiate the offer with identified tenderer/s to a reasonable amount. Tenderers are not allowed to increase their tender offers during this process.</p> <p>o) A Resolution of signatory form has been completed and signed by director/s or a letter bearing a letterhead of the tenderer has been attached (specific to this bid) to the bid submission; it must be duly signed by all directors and submitted the bid. Only a duly authorised official can sign the bid.</p> <p>p) Prospective tenderers must register on CSD prior submitting bids (open tenders). Any prospective tenderer found to have Tax matters not in order with SARS (verified through CSD) during the evaluation process (after being given an opportunity to rectify tax matters) will be eliminated and not be considered further in the process. Preferred tenderer/s will be afforded an opportunity to rectify their tax affairs within 7 days. A tenderer that fails to rectify its tax matters with SARS will be eliminated.</p> <p>q) <b>NOTE:</b> The amount reflected on the Form of Offer and Acceptance takes precedence over any other total amount indicated elsewhere in tenderer's tender submission. If the Form of Offer and Acceptance has no value or figure, the tenderer will be regarded as having made no offer.</p> <p>r) The department reserves the right not to award the bid to the most favorable tenderer, if any of the situations occur: if it is not assisting in the advancement of designated groups; risk profile of the favorable firm is too high; the tenderer has been awarded a considerable number of projects by the department; has performed unsatisfactorily in the past.</p>
5.17	The number of paper copies of the signed contract to be provided by the employer is 1.
	<p>The additional conditions of tender are:</p> <ul style="list-style-type: none"> <li>• Wherever a brand name is specified in this document (i.e. specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better.</li> </ul>
T.2.1	<b>A. List of returnable documents</b>
1	<p><b>Documentation to demonstrate eligibility to have tenders evaluated i.e. List all documentation to demonstrate eligibility to have a submission evaluated.</b></p> <ul style="list-style-type: none"> <li>• Appropriate CIDB grading suitable for the works (as stated in 4.1).</li> </ul>
2	<p><b>Returnable Schedules required for tender evaluation purposes</b></p> <p>The tenderer must fully and appropriately complete and sign the following returnable schedules as relevant:</p> <ul style="list-style-type: none"> <li>• Record of Addenda to Tender Documents</li> <li>• Proposed amendments and qualifications</li> <li>• Compulsory Enterprise Questionnaire (JV partners must complete separate Questionnaire forms and submit).</li> <li>• SBD 1, 4, 8, 9, 6.1 and Compulsory Declarations forms</li> <li>• Form of Offer and Acceptance</li> <li>• Final Summary of Bills of Quantities or a complete Pricing Schedule</li> <li>• Certificate of Authority for Joint Ventures, if applicable.</li> </ul>
3	<p><b>Other documents required for tender evaluation purposes</b></p> <p>The tenderer must provide the following returnable documents:</p> <ul style="list-style-type: none"> <li>• A CSD Report for a contractor with valid and correct information.</li> <li>• A letter if good standing from the Compensation Fund or a licensed insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act 1993 (Act No. 130 of 1993)</li> </ul>



4	<p><b>Returnable Schedules that will be used for tender evaluation purposes and be incorporated into the contract</b> The tenderer must complete the following returnable documents:</p> <ul style="list-style-type: none"> <li>• A duly completed form of Offer and Acceptance (and any revision of prices if there are any).</li> </ul>
5	<p>Only authorized signatories may sign the original and all copies of the tender offer where required. In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated. In the case of a <b>COMPANY</b> submitting a tender, include a copy of a <b>resolution by its board of directors</b> authorizing a director or other official of the company to sign the documents on behalf of the company. In the case of a <b>CLOSE CORPORATION</b> submitting a tender, include a copy of a <b>resolution by its members</b> authorizing a member or other official of the corporation to sign the documents on each member's behalf.</p> <p>In the case of a <b>PARTNERSHIP</b> submitting a tender, <b>all the partners</b> shall sign the documents, unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case <b>proof of such authorization</b> shall be included in the Tender. In the case of a <b>JOINT VENTURE/CONSORTIUM</b> submitting a tender, include <b>a resolution of each company</b> of the joint venture together with a <b>resolution by its members</b> authorizing a member of the joint venture to sign the documents on behalf of the joint venture. <b>Accept that failure to submit proof of authorization to sign the tender shall result in the tender offer being regarded as non-responsive.</b></p>
6	<p><b>Information and data to be completed in all respects</b> Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as nonresponsive.</p>
7	<p><b>Canvassing and obtaining of additional information by tenderers</b> The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employer's officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon. The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.</p>
8	<p><b>Prohibitions on awards to persons in service of the state</b> The Employer is prohibited to award a tender to a person -</p> <ol style="list-style-type: none"> <li>who is in the service of the state; or</li> <li>if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or</li> <li>a person who is an advisor or consultant contracted with the Department or municipal entity.</li> </ol> <p><b>In the service of the state</b> means to be -</p> <ol style="list-style-type: none"> <li>a member of:-             <ol style="list-style-type: none"> <li>any municipal council;</li> <li>any provincial legislature; or</li> <li>the National Assembly or the National Council of Provinces;</li> </ol> </li> <li>a member of the board of directors of any municipal entity;</li> <li>an official of any Department or municipal entity;</li> <li>an employee of any national or provincial department;</li> <li>provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);</li> <li>a member of the accounting authority of any national or provincial public entity; or</li> <li>an employee of Parliament or a provincial legislature.</li> </ol> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</p>
9	<p><b>Awards to close family members of persons in the service of the state</b></p>



	<p>Accept that the notes to the Employer's annual financial statements must disclose particulars of any award of more than R2000 to a person who is a spouse, child or parent of a person in the service of the state (defined in clause 8 above), or has been in the service of the state in the previous twelve months, including - a) the name of that person;</p> <p>b) the capacity in which that person is in the service of the state; and</p> <p>c) the amount of the award.</p> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</p>
10	<p><b>Respond to requests from the tenderer</b> The employer will respond to requests for clarification up to <b>7 (seven) working days</b> before the tender closing time.</p>
11	<p><b>Opening of tender submissions</b> Tenders will be opened immediately after the closing time for tenders</p>
12	<p><b>Scoring quality / functionality: N/A</b></p>
13	<p><b>Cancellation and re-invitation of tenders</b></p> <p>An organ of state may, prior to the award of the tender, cancel the tender if-</p> <p>(a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or (b) funds are no longer available to cover the total envisaged expenditure; or (c) no acceptable tenders are received. (d) Tender validity period has expired. (e) Gross irregularities in the tender process and/or documents. (f) No market related offer received (after attempts of negotiation processes)</p> <p>Where applicable, the decision to cancel the tender will be published in the CIDB website and in the Tender Bulletin or the media in which the original tender invitation as advertised.</p>
14	<p>Dispute resolution mechanism will be done through the <b>Adjudication</b> route.</p>
15	<p>The department must when acting against the tenderer or person awarded the contract on a fraudulent basis, consider the provisions of Regulation 14: The remedies provided for in Preferential Procurement Regulations 2017 do not prevent an institution from instituting remedies arising from any other prescripts or contract.</p>
15	<p>Where the employer terminates the contract due to default of the contractor in whole or in part, the employer may decide to: a) Refer the breach in contract to the <b>cidb</b> for investigation as a breach of the <b>cidb Code of Conduct</b> in terms of the <b>cidb Regulations</b>; or b) may impose a restriction penalty on the contractor in terms of Section 14 of the Preferential Procurement Regulations. The outcomes of such investigations in terms of both the <b>cidb Regulations</b> and the Preferential Procurement Regulations may prohibit the contractor from doing business with the public sector for a period not exceeding 10 years.</p>



## T2.1 List of Returnable Documents

The tenderer must complete the following returnable documents:

### 1 Returnable Schedules required for quotation evaluation purposes

- Compulsory enterprise questionnaire
- Record of addenda issued (Only if addenda is issued)
- Certificate of authority for joint ventures (Only where the tender/ quotation is submitted by a joint venture) –N/A

### 2 Other documents required for quotation evaluation purposes

- Form of Offer and Acceptance
- Final Summary (Bills of Quantities)

### 3 Returnable Schedules that will be incorporated into the contract

- Details of the Project Team and CV with Qualifications & Proof Of Registration completed for each individual of proposed
- Schedule of Plant and Equipment
- Record of projects: current, past and on tender.
- Project References – atleast 1
- SBD 1, 4, 6.1, 8 and 9
- Certified copy of B-BBEE Status Level Verification certificate OR a valid original or certified copy of a Sworn Affidavit attested by a Commissioner of Oaths (**Annexure B**)
- Sub contract agreement (where applicable)



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

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORKS</b>					
BID NUMBER:	ALF5-19/20-0020	CLOSING DATE:	02/12/2019	CLOSING TIME:	11:00
DESCRIPTION	MAINTAENANCE AND REPAIR OF LIFTS FOR A DURATION OF 36 MONTHS				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:</b>					
Department of Public Works Independence avenue; Qhasana Building; Front Corner on the way to CIDB offices LABELLED as "QUOTATIONS"; BISHO 5605					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	MS N. Maya		CONTACT PERSON	Mr L.Sodinga	
TELEPHONE NUMBER	040 602 4160		TELEPHONE NUMBER	040 604 4197/079 497 3171	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	nosiviwe.maya@ecdpw.gov.za		E-MAIL ADDRESS	Iwandise.sodinga@ecdpw.gov.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
a) ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		b) ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					





**PART B**

**TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b></p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b></p>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a>.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."</p>

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
(Proof of authority must be submitted e.g. company resolution)

DATE: .....



## Compulsory Enterprise Questionnaire

### A

### Compulsory Enterprise questionnaire

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

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

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

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

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

Name*	Identity number*	Personal income tax number*

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

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

Company registration number .....

Close corporation number ..... Tax reference number .....

**Section 6: The attached SBD 4 must be completed for each tender and be attached as a tender requirement.**

**Section 7: The attached SBD 6.1 must be completed for each tender and be attached as a requirement.**

**Section 8: The attached SBD 8 must be completed for each tender and be attached as a requirement.**

**Section 9: The attached SBD 9 must be completed for each tender and be attached as a requirement.**

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004; iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position



## SBD 4

### DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, 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 an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the tenderer or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the tenderer 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 tenderer or his or her representative: .....

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, member):  
.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:  
.....

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.

<sup>1</sup>"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.

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the tenderer 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 tenderer 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 / N/A**

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

(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 tenderer, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.  
.....  
.....  
.....

2.10 Are you, or any person connected with the tenderer, aware of any relationship (family, friend, other) between any other tenderer 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 Income Tax Reference Number	State Employee Number / Peral 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 SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of tenderer



## 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, TENDERERS 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

1.1 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).

1.2

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) 80/20 preference point system will be applicable to this tender. Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.3 The maximum points for this bid are allocated as follows:

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

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

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

#### 2. DEFINITIONS

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





of the Broad-Based Black Economic Empowerment Act;

- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 3. POINTS AWARDED FOR PRICE

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

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

**80/20**

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18



3	14
4	12
5	10
6	8
7	6
8	4
9	2
Non-compliant contributor	0

**5. BID DECLARATION**

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

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

6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 20 points)

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

**7. SUB-CONTRACTING**

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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		
<b>OR</b>		
Any EME		



Any QSE		
---------	--	--

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

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

.....

.....

**8.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –



- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1. ....

2. ....

.....  
SIGNATURE(S) OF TENDERERS(S)

DATE: .....

ADDRESS .....

.....

.....



## SBD 8

### DECLARATION OF TENDERER'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 tenderer may be disregarded if that tenderer, 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 tenderer or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the tenderer 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)? <b>To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, 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.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the tenderer or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the tenderer and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		



**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Tenderer**





## **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any tenderer if that tenderer, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.



**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_

(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_

(Name of Institution)

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

I certify, on behalf of \_\_\_\_\_ that:

(Name of Tenderer)

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 tenderer to sign this Certificate, and to submit the accompanying bid, on behalf of the tenderer;
4. Each person whose signature appears on the accompanying bid has been authorized by the tenderer to determine the terms of, and to sign the bid, on behalf of the tenderer;
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 tenderer, whether or not affiliated with the tenderer, 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 tenderer and/or is in the same line of business as the tenderer.
6. The tenderer has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> 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 tenderer, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

**<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.**

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 Tenderer



***VALID ORIGINAL OR CERTIFIED COPY OF B-BBEE  
CERTIFICATE***

**(IF APPLICABLE, ATTACH HERE)**



## SWORN AFFIDAVIT

(IF APPLICABLE, CHOOSE THE CORRECT FORM AND COMPLETE)

**NB:CHOOSE ONE i.e EME or QSE!!!!)**



**SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE (EME) – CONTRACTORS**

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

- The contents of this statement are to the best of my knowledge a true reflection of the facts.
- I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop</b>	
<b>Nature of Business:</b>	
<b>Definition of “Black People”</b>	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) Who are citizens of the Republic of South Africa by birth or descent; or (b) Who became citizens of the Republic of South Africa by naturalization-</p> <ol style="list-style-type: none"> <li>Before 27 April 1994; or</li> <li>On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior</li> </ol>

- I hereby declare under Oath that:
  - The Enterprise is \_\_\_\_\_% **Black Owned** as per Amended Code Series CSC000 of the Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
  - The Enterprise is \_\_\_\_\_% **Black Woman Owned** as per Amended Code Series CSC000 of the Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
  - The Enterprise is \_\_\_\_\_% **Black Designated Group Owned** as per Amended Code Series CSC000 of the Revised Construction Sector Codes of Good Practice





issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of ..... , the annual Total Revenue was equal to/or less than R10,000,000.00 (ten Million Rands or less),
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At least 51% Black Owned but less than 100% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	
At least 30% Black Owned but less than 51% black owned	<b>Level Four</b> (100% B-BBEE procurement recognition level)	
Less than 30% Black Owned	<b>Level Five</b> (80% B-BBEE procurement recognition level)	

**NB: KEY NOTES FOR EMES (extract from Gazette No. 41287)**

- 3.6.2.4.1 An Exempted Micro Enterprise (EME) with a total annual revenue of less than R1.8 million in the case of BEPs and less than R3 million in the case of Contractors are :
    - A) Not subject to the discounting principle and therefore do not have to comply with the QSE Skills Development element, and
    - B) Not required to have an authorised B-BBEE verification certificate, and may present an affidavit or a certificate issued by the Companies and Intellectual Property Commission (CIPC), in respect of their ownership and annual turnover.
  - Contractors and/Built Environment Professionals are encouraged to familiarize themselves with the Construction Sector Codes (CSC000) as issued through Government Gazette No. 41287, Board No. NOTICE 931 OF 2017.  
Details are available on:  
[www.thedti.gov.za/economic\\_empowerment/bee\\_sector\\_charters.jsp](http://www.thedti.gov.za/economic_empowerment/bee_sector_charters.jsp)
  - An electronic copy can also be requested through DPW offices (Supply Chain Offices)
4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
  5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

-----  
Deponent Signature \_\_\_\_\_ Date \_\_\_\_\_

-----  
Commissioner of Oaths  
Signature & stamp



**SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE (QSE) – CONTRACTORS**

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop</b>	
<b>Nature of Business:</b>	
<b>Definition of “Black People”</b>	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) Who are citizens of the Republic of South Africa by birth or descent; or (b) Who became citizens of the Republic of South Africa by naturalization-</p> <ol style="list-style-type: none"> <li>i. Before 27 April 1994; or</li> <li>ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior</li> </ol>

3. I hereby declare under Oath that:
  - The Enterprise is \_\_\_\_\_% **Black Owned** as per Amended Code Series CSC000 of the Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
  - The Enterprise is \_\_\_\_\_% **Black Woman Owned** as per Amended Code Series CSC000 of the Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
  - The Enterprise is \_\_\_\_\_% **Black Designated Group Owned** as per Amended



Code Series CSC000 of the Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of ..... , the annual Total Revenue was between 10 million (ten Million Rands) and less than R50,000,000.00 (fifty Million Rands).
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At least 51% Black Owned but less than 100% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	

**NB: KEY NOTES FOR QSE (extract from Gazette No. 41287)**

- 5.6.3 A QSE that is at least 51% Black Owned or 100% Black Owned that does not comply with paragraph 3.6.2.3 above, will be discounted by one level from that level awarded in paragraphs 5.3.1 and 5.3.2 respectively.
  - 5.3.4 Despite paragraphs 5.2, 5.3.1 and 5.3.2, an at least 51% Black Owned QSE's B-BBEE Status Level and corresponding B-BBEE Recognition Level will be enhanced by one level if it achieves full points (excluding the bonus points) for the Skills Development element of the QSE Scorecard (paragraphs 1.1, 1.2 and 1.3 of Statement CSC603) or the Preferential Procurement and Supplier Development element of the QSE Scorecard (paragraphs 1.1, 1.2, 1.3 and 2.1 of CSC604).
  - 5.3.5 For the avoidance of doubt, a Measured Entity that is measured in terms of the full QSE scorecard is not eligible for enhancement in terms of paragraph 5.3.4 above.
  - Contractors and/Built Environment Professionals are encouraged to familiarize themselves with the Construction Sector Codes (CSC000) as issued through Government Gazette No. 41287, Board No. NOTICE 931 OF 2017. Details are available on: [www.thedti.gov.za/economic\\_empowerment/bee\\_sector\\_charters.jsp](http://www.thedti.gov.za/economic_empowerment/bee_sector_charters.jsp)
  - An electronic copy can also be requested through DPW offices (Supply Chain Offices)
4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

-----  
Deponent Signature \_\_\_\_\_ Date \_\_\_\_\_

-----  
Commissioner\_of Oaths: Signature & stamp



Province of the  
**EASTERN CAPE**  
PUBLIC WORKS

Department of Public Works • Qhasana Building • Independence Avenue • Bhisho • Eastern Cape  
Private Bag X0022 • Bhisho • 5605 • REPUBLIC OF SOUTH AFRICA  
Tel: +27 (0)40 602 4000 • Email: [info@dpw.ecape.gov.za](mailto:info@dpw.ecape.gov.za) • website: [www.ecdpw.gov.za](http://www.ecdpw.gov.za)



***PROOF OF REGISTRATION ON THE NATIONAL  
TREASURY CENTRAL SUPPLIER DATABASE (CSD  
REPORT) (ATTACH HERE)***



Province of the  
**EASTERN CAPE**  
PUBLIC WORKS

Department of Public Works • Qhasana Building • Independence Avenue • Bhisho • Eastern Cape  
Private Bag X0022 • Bhisho • 5605 • REPUBLIC OF SOUTH AFRICA  
Tel: +27 (0)40 602 4000 • Email: [info@dpw.ecape.gov.za](mailto:info@dpw.ecape.gov.za) • website: [www.ecdpw.gov.za](http://www.ecdpw.gov.za)



***VALID CIDB CERTIFICATE OF A TENDERER***  
**(ATTACH HERE)**



**Annex C**  
*(normative)*

**FORM OF OFFER AND ACCEPTANCE**

<b>Project title</b>	<b>MAINTENANCE AND REPAIR OF LIFTS FOR THE DEPARTMENT OF PUBLIC WORKS IN ALFRED NZO REGION</b>
<b>SCMU number</b>	<b>ALF5-19/20-0020</b>

**OFFER**

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

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

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

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

.....Rand (in words);

R .....(in figures) (or other suitable wording)

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

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

Tender's

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

Authorized Person  
(Names) \_\_\_\_\_

Address of the  
Tenderer: \_\_\_\_\_

Witnesses (Signatures):

1. \_\_\_\_\_ Date: \_\_\_\_\_

2. \_\_\_\_\_ Date: \_\_\_\_\_



**ACCEPTANCE**

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1 Agreements and contract data, (which includes this agreement)
- Part C2 Pricing data
- Part C3 Scope of work.
- Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within 3 weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.<sup>1</sup>

Signature .....  
 Name .....  
 Capacity .....  
**for the**  
**Employer** .....  
 (Name and address of organization)  
 Name and signature  
 of witness ..... Date .....

**Schedule of Deviations**

- 1 Subject \_\_\_\_\_  
Details \_\_\_\_\_
- 2 Subject \_\_\_\_\_  
Details \_\_\_\_\_
- 3 Subject \_\_\_\_\_  
Details \_\_\_\_\_

<sup>1</sup> As an alternative, the following wording may be used:  
 Notwithstanding anything contained herein, this agreement comes into effect two working days after the submission by the employer of one fully completed original copy of this document including the schedule of deviations (if any), to a courier-to-counter delivery / counter-to-counter delivery / door-to-counter delivery /door-to-door delivery /courier service (delete that which is not applicable), provided that the employer notifies the tenderer of the tracking number within 24 hours of such submission. Unless the tenderer (now contractor) within seven working days of the date of such submission notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.



### FINAL SUMMARY

<b>Project title</b>	<b>MAINTENANCE AND REPAIR OF LIFTS FOR THE DEPARTMENT OF PUBLIC WORKS IN ALFRED NZO REGION</b>
<b>SCMU number</b>	<b>ALF5-19/20-0020</b>

### SUMMARY OF SCHEDULE OF QUANTITIES

Section	Description	From Page	Amount
1	Service and repairs of lift at Social Development in Matatiele nd Mt Frere (carried from BOQ)	75	R
<b>Sub Total 1</b>			R
Allow Provisional Sum (Forty Thousand Rand) for repair, replacement of parts or equipment and emergencies			R40 000.00
<b>Sub Total 2</b>			R
Add: 15% Value Added Tax (If Applicable)			R
<b>TOTAL CARRIED FORWARD TO FORM OF OFFER AND ACCEPTANCE</b>			





**C**

**RECORD OF ADDENDA TO BID DOCUMENTS**

<b>PROJECT TITLE</b>		<b>MAINTENANCE AND REPAIR OF LIFTS FOR THE DEPARTMENT OF PUBLIC WORKS IN ALFRED NZO REGION</b>	
<b>SCMU NUMBER</b>		<b>ALF5-19/20-0020</b>	
I / We confirm that the following communications received from the Department of Public Works before the submission of this tender offer, amending the tender documents, have been taken into account in this bid offer: (Attach additional pages if more space is required)			
<b>Item</b>	<b>Date</b>	<b>Title or Details</b>	<b>No. of Pages</b>
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Attach additional pages if more space is required.

Signed .....

Date .....

Name .....

Position .....

Tenderer .....



**D**

**PROPOSED AMENDMENTS AND QUALIFICATIONS**

<p>The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.</p> <p>The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.</p>	
<b>PROJECT TITLE</b>	<b>MAINTENANCE AND REPAIR OF LIFTS FOR THE DEPARTMENT OF PUBLIC WORKS IN ALFRED NZO REGION</b>
<b>SCMU NUMBER</b>	<b>ALF5-19/20-0020</b>

Page	Clause /Item	Proposal

The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct



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Signed

Date

-----

Name

Position

-----

*Enterprise name*

-----

**E**

**RESOLUTION FOR SIGNATORY**

**A: CERTIFICATE OF AUTHORITY FOR SIGNATORY**

Signatory for companies shall confirm their authority hereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form or on company letter head.

An example is given below:

"By resolution of the board of directors passed at a meeting held on \_\_\_\_\_

Mr/Ms \_\_\_\_\_, whose signature appears below, has been duly authorised to

sign all documents in connection with the tender for Contract No. \_\_\_\_\_

and any Contract which may arise there from on behalf of (Block Capitals) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

SIGNED ON BEHALF OF THE COMPANY: \_\_\_\_\_

IN HIS/HER CAPACITY AS: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE OF SIGNATORY: \_\_\_\_\_

**WITNESSES:**



<b>DIRECTOR (NAMES)</b>		SIGNATURE	
<b>DIRECTOR (NAMES)</b>		SIGNATURE	
<b>DIRECTOR (NAMES)</b>		SIGNATURE	
<b>DIRECTOR (NAMES)</b>		SIGNATURE	
<b>DIRECTOR (NAMES)</b>		SIGNATURE	
<b>DIRECTOR (NAMES)</b>		SIGNATURE	

If you cannot complete this form, attach a separate sheet (in a company letter head, project specific and signed by all directors):

**F**

**CERTIFICATE OF AUTHORITY FOR JOINT VENTURES**

This Returnable Schedule is to be completed by joint ventures.		
We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms . . . . ., authorised signatory of the company . . . . . , acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.		
<b>PROJECT TITLE</b>	<b>MAINTENANCE AND REPAIR OF LIFTS FOR THE DEPARTMENT OF PUBLIC WORKS IN ALFRED NZO REGION</b>	
<b>SCMU NUMBER</b>	<b>ALF5-19/20-0020</b>	
<b>NAME OF FIRM</b>	<b>ADDRESS</b>	<b>DULY AUTHORISED SIGNATORY</b>
Lead partner: ..... .		Signature. . . . . Name ..... Designation.....
..... .		Signature. . . . . Name ..... Designation.....



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<p>.....        .</p>		<p>Signature. ....        Name .....        Designation.....</p>
<p>.....        .</p>		<p>Signature. ....        Name .....        Designation.....</p>



**G**  
**CAPACITY OF THE TENDERER**

<b>PROJECT TITLE</b>	<b>MAINTENANCE AND REPAIR OF LIFTS FOR THE DEPARTMENT OF PUBLIC WORKS IN ALFRED NZO REGION</b>
<b>SCMU NUMBER</b>	<b>ALF5-19/20-0020</b>

WORK CAPACITY: (The Tenderer is requested to furnish the following capacity particulars and to attach additional pages if more space is required. Failure to furnish the particulars may result in the Bid being disregarded.)

*Artisans and Employees: (Artisans and Employees to be ,or are ,employed for this project )*

Quantity / No. of Resources	Categories of Employee - Key Personnel (part of Business Enterprise)	Professional Registration No.	Date of Employment
	Site Agent		
	Project Manager		
	Foreman		
	Quality Control & Safety Officer-Construction Supervisor		
	Artisans		
	Unskilled employees		
	Others		

The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct.

<b>Signed:</b>	.....	<b>Date</b>	.....
<b>Name:</b>	.....	<b>Position</b>	.....

**Enterprise Name:** .....



**H**

**RELEVANT PROJECT EXPERIENCE – COMPLETED PROJECTS**

Tenderers must submit a max one-page description of at least three projects successfully completed.

**Attach an Completion Certificate for each of the project provided.**

The description of each project must include the following information:

1. Essential introductory information:
  - 1.1. Name of project.
  - 1.2. Name of client.
  - 1.3. Contact details of client.
  - 1.4. Contact details (including telephone numbers and email addresses) of currently contactable references.
  - 1.5. The period during which the project was performed, and also, if this is different, the period during which the tenderer’s team members were contracted.
  - 1.6. Cost of works and/or contract value (making it clear in broad terms what this cost/value purchased, and to what extent (if any) this cost/value was part of a larger project budget or programme budget).

NO.	NAME OF PROJECT.	NAME OF CLIENT.	CONTACT DETAILS OF CLIENT.	PROJECT VALUE	DATE COMPLETED
1					
2					
3					

***Attach a separate page to address this issue (the above table is just for reference purposes).***

The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct.

Signed.....

Date.....

Name.....

Position.....

*Enterprise name*.....



I

**RELEVANT PROJECT EXPERIENCE – CURRENT PROJECTS**

Tenderers must submit a max one-page description of at least three projects under construction/ on hold/ just handed over/ towards completion (if they exist). **Attach an Appointment letter for each of the project provided.**

The description of each project must include the following information:

2. Essential introductory information:
  - 2.1. Name of project.
  - 2.2. Name of client.
  - 2.3. Contact details of client.
  - 2.4. Contact details (including telephone numbers and email addresses) of currently contactable references.
  - 2.5. The period during which the project was performed, and also, if this is different, the period during which the tenderer’s team members were contracted.
  - 2.6. Cost of works and/or contract value (making it clear in broad terms what this cost/value purchased, and to what extent (if any) this cost/value was part of a larger project budget or programme budget).

NO.		NAME OF PROJECT.	OF	NAME OF CLIENT.	OF	CONTACT DETAILS OF CLIENT.	PROJECT VALUE	STAGE OF PROJECT
1								
2								
3								

***Attach a separate page to address this issue (the above table is just for reference purposes).***

The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct.

Signed

Date

-----

-----

Name

Position

-----

-----

*Enterprise name*

-----





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**J**

**OTHER OFFERS SUBMITTED AT TIME OF THIS TENDER FOR WHICH RESULTS ARE PENDING (if they exist)**

*(Any other client's tender must also be included)*

BID NO. / PROJECT NUMBER	PROJECT NAME	CLIENT NAME & CONTACT NO.	VALUE TENDERED IN RANDS	DATE SUBMITTED	CONTACT DETAILS (CLIENT)
1					
2					
3					
4					

**Attach a separate page to address this issue (the above table is just for reference purposes).**

Signed

-----

Date

-----

Name

-----

Position

-----

*Enterprise name*

-----



## SCHEDULE OF TENDERER'S LITIGATION HISTORY

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

NO.	NAME OF CLIENT.	OTHER LITIGATING PARTY	BRIEF DETAILS OF DISPUTE	PROJECT VALUE	DATE RESOLVED OR STATUS OF LITIGATION
1					
2					
3					

**Attach a separate page to address this issue if there are more projects (the above table is just for reference purposes).**

Signed

Date

-----

-----

Name

Position

-----

-----

*Tenderer name*

-----



## K

### Evaluation Schedule 1 – Project Reference Forms - 1

<b>Project title:</b>	<b>MAINTENANCE AND REPAIR OF LIFTS FOR THE DEPARTMENT OF PUBLIC WORKS IN ALFRED NZO REGION</b>
<b>Project Number:</b>	<b>ALF5-19/20-0020</b>

**NOTE: This returnable document must be completed by the person who was the Engineer/Project Manager on a project of similar value and complexity that was completed successfully by the tenderer.**

I, \_\_\_\_\_ (name and surname) of  
\_\_\_\_\_ (company name) declare  
that I was the Project Manager on the following building construction project successfully  
executed by \_\_\_\_\_ (name of tenderer):  
Project name: \_\_\_\_\_  
Project location: \_\_\_\_\_  
Construction period: \_\_\_\_\_ Completion date: \_\_\_\_\_  
Contract value: \_\_\_\_\_

A. Please evaluate the performance of the Tenderer on the abovementioned project, on which you were the principal agent, by inserting “Yes” in the relevant box below:

Key Performance Indicators	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5	Total
1. Project performance / time management / programming						
2. Quality of workmanship						
3. Resources: Personnel						
4. Resources: Plant						
5. Financial management / payment of subcontractors / cash flow, etc						
<b>TOTAL</b>						

B. Would you consider / recommend this tenderer again:

YES	NO

C. Any other comments:



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D. My contact details are:

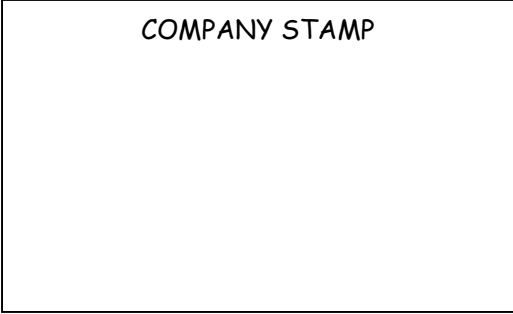
Telephone: \_\_\_\_\_ Cellphone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Thus signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2019

\_\_\_\_\_

Signature of principal agent



**NOTE:**

If reference cannot be verified due to the inability to get hold of the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points. It is the responsibility of the tenderer to put referees who are reachable.

\_\_\_\_\_  
 Name of Tenderer

\_\_\_\_\_  
 Signature of Tenderer

\_\_\_\_\_  
 Date



## Evaluation Schedule 2 – Project Reference Forms - 1

<b>Project title:</b>	<b>MAINTENANCE AND REPAIR OF LIFTS FOR THE DEPARTMENT OF PUBLIC WORKS IN ALFRED NZO REGION</b>
<b>Project Number:</b>	<b>ALF5-19/20-0020</b>

**NOTE: This returnable document must be completed by the person who was the Engineer/Project Manager on a project of similar value and complexity that was completed successfully by the tenderer.**

I, \_\_\_\_\_ (name and surname) of \_\_\_\_\_ (company name) declare

that I was the Project Manager on the following building construction project successfully executed by \_\_\_\_\_ (name of tenderer):

Project name: \_\_\_\_\_

Project location: \_\_\_\_\_

Construction period: \_\_\_\_\_ Completion date: \_\_\_\_\_

Contract value: \_\_\_\_\_

A. Please evaluate the performance of the Tenderer on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

Key Performance Indicators	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5	Total
1. Project performance / time management / programming						
2. Quality of workmanship						
3. Resources: Personnel						
4. Resources: Plant						
5. Financial management / payment of subcontractors / cash flow, etc						
<b>TOTAL</b>						

B. Would you consider / recommend this tenderer again:

YES	NO

C. Any other comments:

---



---



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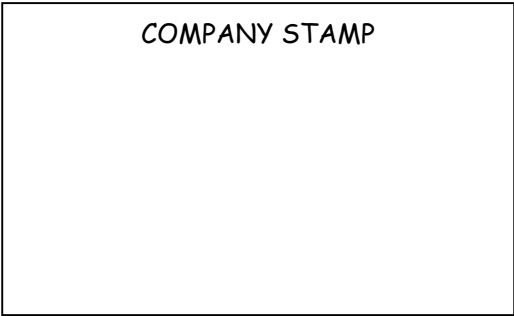
D. My contact details are:

Telephone: \_\_\_\_\_ Cellphone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Thus signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

\_\_\_\_\_  
 Signature of principal agent



**NOTE:**

If reference cannot be verified due to the inability to get hold of the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points. It is the responsibility of the tenderer to put referees who are reachable.

\_\_\_\_\_  
 Name of Tenderer

\_\_\_\_\_  
 Signature of Tenderer

\_\_\_\_\_  
 Date



### Evaluation Schedule 3 – Project Reference Forms - 1

<b>Project title:</b>	<b>MAINTENANCE AND REPAIR OF LIFTS FOR THE DEPARTMENT OF PUBLIC WORKS IN ALFRED NZO REGION</b>
<b>Project Number:</b>	<b>ALF5-19/20-0020</b>

**NOTE: This returnable document must be completed by the person who was the Engineer/Project Manager on a project of similar value and complexity that was completed successfully by the tenderer.**

I, \_\_\_\_\_ (name and surname) of \_\_\_\_\_ (company name) declare

that I was the Project Manager on the following building construction project successfully executed by \_\_\_\_\_ (name of tenderer):

Project name: \_\_\_\_\_

Project location: \_\_\_\_\_

Construction period: \_\_\_\_\_ Completion date: \_\_\_\_\_

Contract value: \_\_\_\_\_

A. Please evaluate the performance of the Tenderer on the abovementioned project, on which you were the principal agent, by inserting “Yes” in the relevant box below:

Key Performance Indicators	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5	Total
1. Project performance / time management / programming						
2. Quality of workmanship						
3. Resources: Personnel						
4. Resources: Plant						
5. Financial management / payment of subcontractors / cash flow, etc						
<b>TOTAL</b>						

B. Would you consider / recommend this tenderer again:

YES	NO

C. Any other comments:

---



---



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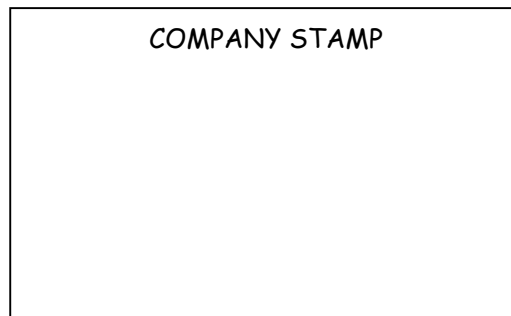
D. My contact details are:

Telephone: \_\_\_\_\_ Cellphone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Thus signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2019

\_\_\_\_\_  
Signature of principal agent



**NOTE:**

If reference cannot be verified due to the inability to get hold of the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points. It is the responsibility of the tenderer to put referees who are reachable.

\_\_\_\_\_  
Name of Tenderer

\_\_\_\_\_  
Signature of Tenderer

\_\_\_\_\_  
Date





**BASELINE RISK ASSESSMENT**

<b>PROJECT TITLE</b>	<b>MAINTENANCE AND REPAIR OF LIFTS FOR THE DEPARTMENT OF PUBLIC WORKS IN ALFRED NZO REGION</b>
<b>SCMU NUMBER</b>	<b>ALF5-19/20-0020</b>
PLEASE NOTE THAT THIS IS A BASELINE RISK ASSESSMENT AND NOT A DETAILED RISK ASSESSMENT OF ALL ANTICIPATED ACTIVITIES ON SITE	

Activity	Risk to Safety	Risk to Health	Risk to Environmental	Risk to Public Safety	Control Measures
Preventative Maintenance	Pit Fall	Confined space	N/A	Falling in a pit	Safety harness, cording-off, Switching off the motor
Inspection	N/A	N/A	N/A	N/A	N/A
Repairs	Pit Fall	Breathing difficulties	N/a	Falling	Safety clothes, safety harness and Oxygen

*You can list all activities on a separate page to address this issue (the above table is just for reference purposes).*

Signed

Date

-----

-----

Name

Position

-----

-----

Enterprise name

-----



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## **C1.3 GENERAL CONDITIONS OF CONTRACT**



**SERVICE LEVEL AGREEMENT / CONTRACT AGREEMENT**

Entered into between:

DEPARTMENT OF PUBLIC WORKS  
(Hereinafter called “the Employer”, “Client” or “Purchaser” or client”)

Duly represented by: \_\_\_\_\_

and

THE CONTRACTOR

\_\_\_\_\_  
(Hereinafter called “the Service Provider)

Duly represented by: \_\_\_\_\_

**WHEREAS:**

a) The Client and the Service Provider have concluded an agreement

at \_\_\_\_\_ on \_\_\_\_\_  
Place Date

(Hereinafter called “the principal agreement” attached hereto);

Start date: \_\_\_\_\_ Anticipated end date: \_\_\_\_\_

Contract duration: \_\_\_\_\_

b) The principal agreement is more clearly described as:

i) Appointment of \_\_\_\_\_;  
(Name of Service Provider)

ii) Being in respect of \_\_\_\_\_  
(Project Description)

iii) Contract number \_\_\_\_\_:

iv) Works generally located in \_\_\_\_\_:  
(Region/ District/ Area)

v) Contract Amount (R/c): \_\_\_\_\_  
(Inclusive of Vat / Not Inclusive of Vat)



## **GENERAL CONDITIONS OF CONTRACT**

### **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. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the provider's performance
22. Penalties
23. Termination for defaults
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties



## **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 employer or client and the provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 **“Contract price”** means the price payable to the 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 any thing of the 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 **“Country of origin”** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 **“Day”** means calendar day.
- 1.8 **“Delivery”** means delivery in compliance of the conditions of the contract or order.
- 1.9 **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- 1.10 **“Delivery into consignees store or to his site”** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the provider bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 **“Dumping”** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 **“Force majeure”** means an event beyond the control of the provider and not involving the provider’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the employer or client in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 **“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 tenderer, and includes collusive practice among tenderers (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.



- 1.14 “**GCC**” means the General Conditions of Contract.
- 1.15 “**Goods**” means all of the equipment, machinery, and/or other materials that the provider is required to supply to the employer or client under the contract.
- 1.16 “**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 provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as land 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.
- 1.17 “**Local content**” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “**Manufacture**” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “**Order**” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “**Project site,**” where applicable, means the place indicated in bidding documents.
- 1.21 “**Employer or client**” means the organization purchasing the goods.
- 1.22 “**Republic**” means the Republic of South Africa.
- 1.23 “**SCC**” means the Special Conditions of Contract.
- 1.24 “**Services**” means those functional services ancillary to the supply of the goods, 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 provider covered under the contract.
- 1.25 “**Written**” or “**in writing**” means hand-written 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 (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise 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 employer or 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 Invitations to bid are usually published in locally distributed news media and in the institution's website.

### **4. Standards**

4.1 The goods supplied and services performed shall conform to the standards mentioned in the bidding documents and specifications. The scope of work to be performed is indicated in the bid documents and bills of quantities.

### **5. Use of contract documents and information; inspection**

5.1 The provider shall not, without the employer or client's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the employer or client in connection therewith, to any person other than a person employed by the 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 provider shall not, without the employer or client's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the employer or client and shall be returned (all copies) to the employer or client on completion of the provider's performance under the contract if so required by the employer or client.

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

### **6. Patent rights**

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

6.2 When a provider developed documentation/projects for the department, the intellectual, copy and patent rights or ownership or such documents or projects will vest in the department.



## **7. Performance security**

- 7.1 Within twenty one (21) days of receipt of the notification of contract award, the success tenderer shall furnish to the employer or client the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the employer or client as compensation for any loss resulting from the 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 employer or 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 employer or client's country or abroad, acceptable to the employer or client, in the form provided in the bidding documents or another form acceptable to the employer or client; or
  - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the employer or client and returned to the provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

## **8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the tenderer.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the tenderer or contractor shall be open, at all reasonable hours, for inspection by a representative of the employer or client or an organization acting on behalf of the employer or client.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the employer or client shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clause 8.2 & 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the employer or client.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the provider.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the provider who shall, when called upon, remove them immediately at his





own cost and forthwith substitute them with supplies which comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the employer or client may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the employer or client to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packaging**

- 9.1 The provider shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging, case size and weights shall take into consideration, where appropriate, the remoteness of the good's final destination and the absence of heavy handling facilities at all points in transit.

- 9.2 The packaging, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the employer or client.

## **10. Delivery and documents**

- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the provider in accordance with the terms specified in the contract.

## **11. Insurance**

- 11.1 The contractor shall furnish the department with the Proof of provident fund compliance certificate, Works, Public Liability and Support Insurance cover. These must be remain valid for the duration of the contract.

## **12. Transportation**

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.

## **13. Incidental services**

- 13.1 The provider may be required to provide any or all of the following services, including additional services, if any:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;



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

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

#### **14. Spare parts**

14.1 As specified, the provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the provider:

- 1) such spare parts as the employer or client may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract, and
- 2) in the event of termination of production of the spare parts:
  - a) Advance notification to the employer or client of the pending termination, in sufficient time to permit the employer or client to procure needed requirements; and
  - b) Following such termination, furnishing at no cost to the employer or client, the blueprints, drawings, and specifications of the spare parts, if requested.

#### **15. Warranty**

15.1 The provider warrants that the goods supplied 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 provider further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the employer or client's specifications) or from any act or omission of the provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, 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.

15.3 The employer or client shall promptly notify the provider in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the provider shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the employer or client.



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

## **16. Payment**

16.1 The service provider shall be paid under this contract after the work has been verified, quality checked and approved and agreed upon between the contractor and the departmental project manager.

16.2 The provider shall furnish the employer or client with an invoice accompanied by a copy of the bills of quantities indicating work done on site and upon fulfilment of other obligations stipulated in the contract.

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

16.4 A once off payment will be made after the submission of a close out report and other relevant information required by Project leader

16.5 Payment will be made in Rand unless otherwise stipulated.

## **17. Prices**

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

## **18. Increase/decrease of quantities**

18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 20% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

## **19. Contract amendments**

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

## **20. Assignment**

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



## 21. Subcontracts

21.1 The provider shall notify the employer or 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 provider from any liability or obligation under the contract.

## 22. Delays in the provider's performance

22.1 Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the employer or client in the contract.

22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider shall promptly notify the employer or client in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the provider's notice, the employer or client shall evaluate the situation and may at his discretion extend the 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.

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

22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the 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.

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

## 23. Penalties

23.1 Subject to GCC Clause 25, if the provider fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the employer or client shall, without prejudice to its other remedies under the contract, deduct from the contract price, a sum of **R1.25c per R100** which is calculated on the delivered price of the delayed good or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The employer or client may also consider termination of the contract pursuant to GCC Clause 23.



## 24. Termination For Default

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

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

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

## 25. Anti-Dumping and Counter-vailing Duties and Rights

25.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the provider to the employer or client or the employer or client may deduct such amounts from moneys (if any) which may otherwise be due to the provider in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

## 26. Force Majeure

26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the 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.

26.2 If a force majeure situation arises, the provider shall promptly notify the employer or client in writing of such condition and the cause thereof. Unless otherwise directed by the employer or client in writing, the 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.

## 27. Termination for Insolvency

27.1 The employer or client may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be



without compensation to the 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 employer or client,

## **28. Settlement of Disputes**

- 28.1 If any dispute or difference of any kind whatsoever arises between the employer or client and the 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.
- 28.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the employer or client or the provider may give notice to the other party of his intention to commence with adjudication (refer to CIDB prescripts for procedures). No adjudication process in respect of this matter may be commenced unless such notice is given to the other party.
- 28.3 Should it not be possible to settle a dispute by means of adjudication, it may be settled in a South African court of law.
- 28.4 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 employer or client shall pay the provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

## **29. Limitation of Liability**

- 29.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the provider shall not be liable to the employer or 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 provider to pay penalties and / or damages to the employer or client; and
  - (b) the aggregate liability of the provider to the employer or 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.

## **30. Governing Language**

- 30.1 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.

## **31. Applicable Law**

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



### **32. Notices**

- 32.1 Every written acceptance of a bid shall be posted to the 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 service of such notice.
- 32.2 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.

### **33. TAXES AND DUTIES**

- 33.1 A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the employer or client's country.
- 33.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc, incurred until delivery of the contracted goods to the employer or client.
- 33.3 No contract shall be concluded with any tenderer whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred tenderer are in order.

### **34. Transfer of Contracts**

- 34.1 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the employer or client.

### **35. Amendment of Contracts**

- 35.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

### **36. Duration**

The contract duration is **36 months**





### C1.3 CIDB ADJUDICATOR'S AGREEMENT

This agreement is made on the ..... day of ..... between:.....  
..... (name of company / organisation) of .....  
..... (address) and .....  
..... (name of company / organisation) of .....  
..... (address) (the Parties) and ..... (name) of .....  
..... (address) (the Adjudicator).

Disputes or differences may arise/have arisen\* between the Parties under a Contract dated ..... and known as .....

and these disputes or differences shall be/have been\* referred to adjudication in accordance with the CIDB Adjudication Procedure, (hereinafter called "the Procedure") and the Adjudicator may be or has been requested to act.

\* Delete as necessary

**IT IS NOW AGREED** as follows:

- 1 The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.
- 2 The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.
- 3 The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.
- 4 The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
- 5 The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

SIGNED by: \_\_\_\_\_  
Name: \_\_\_\_\_  
who warrants that he / she is duly authorised to sign for and on behalf of the first Party in the presence of  
Witness  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Date: \_\_\_\_\_

SIGNED by: \_\_\_\_\_  
Name: \_\_\_\_\_  
who warrants that he / she is duly authorised to sign for and behalf of the second Party in the presence of  
Witness:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Date: \_\_\_\_\_

SIGNED by: \_\_\_\_\_  
Name: \_\_\_\_\_  
the Adjudicator in the presence of  
  
Witness: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Date: \_\_\_\_\_





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**Contract Data**

1	The Adjudicator shall be paid at the hourly rate of R. . . . . in respect of all time spent upon, or in connection with, the adjudication including time spent travelling.
2	The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to: (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. (b) Telegrams, telex, faxes, and telephone calls. (c) Postage and similar delivery charges. (d) Travelling, hotel expenses and other similar disbursements. (e) Room charges. (f) Charges for legal or technical advice obtained in accordance with the Procedure.
3	The Adjudicator shall be paid an appointment fee of R . . . . . This fee shall become payable in equal amounts by each Party within . . . . . days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.
4	The Adjudicator is/is not* currently registered for VAT.
5	Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.
6	All payments, other than the appointment fee (item 3) shall become due 7 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.

\* Delete as necessary



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**PART C2.3 BILL OF QUANTITIES / SCHEDULE OF RATES**  
*(ATTACH HERE)*





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## **PART C2.4 SITE INFORMATION**



#### **C4.1 SITE INFORMATION**

<b>Project title:</b>	<b>MAINTENANCE AND REPAIR OF LIFTS FOR THE DEPARTMENT OF PUBLIC WORKS IN ALFRED NZO REGION</b>
<b>Project Number:</b>	<b>ALF5-19/20-0020</b>

**The sites are in Mount Frere Dept of Education and Matatiele, Dept of Social Development**

**In the Eastern Cape Province.**



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## **PART C5: LED FORM**



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**A. EASTERN CAPE INFRASTRUCTURE INPUT MATERIAL**

<b>PROJECT NAME</b>	<b>MAINTENANCE AND REPAIRS</b>
<b>PROJECT DESCRIPTION (SCOPE)</b>	<b>MAINTENANCE AND REPAIR OF LIFTS FOR THE DEPARTMENT OF PUBLIC WORKS IN ALFRED NZO REGION</b>
<b>SCMU NUMBER</b>	<b>ALF5-19/20-0020</b>
<b>CONTRACTOR NAME:</b>	

- Below is the list of material which must be sourced from Eastern Cape based suppliers, manufacturers or accredited agents.
- On monthly basis, the contractor will report the purchasing of any of this material.
- The report will then be communicated to PT & OTP on quarterly basis or in whichever intervals, as prescribed by PT & OTP.

**A. MATERIAL LISTS-**

<b>ITEM</b>	<b>BUILDING MATERIAL (TYPE)</b>	<b>QUANTITY</b>	<b>ESTIMATE AMOUNT (Rands)</b>
1	Electric (most products like lights, plugs, switches etc)		
2	Screws (some products)		
3	Plumbing material (Except hi tech materials)		
4	Fuel and lubricants (Most products).		
5	Steel (most products).		
<b>TOTAL</b>			

**B. CONFIRMATION**

- I.....(**Contractor name**) acknowledge and confirm the above mentioned material will be sourced in the Eastern Cape Province, from Eastern Cape based material suppliers and manufacturers.
- I confirm that on monthly basis I will produce a proof of purchase of this material used or to be used, either in the form of delivery notes, tax invoices or any formal document which verifies that the material or goods were sourced from an Eastern Cape based supplier or manufacturer.

-----

**Representative of the Contractor (Name)**

-----

**Signature**

-----

**Date**