



TENDER

## COMPREHENSIVE MAINTENANCE OF PASSENGER LIFTS FOR A PERIOD OF TWENTY FOUR (24) MONTHS IN THE KD MATANZIMA BUILDING

ORT5-22/23-17 ORR

NAME OF COMPANY:

CSD Nr:

CRS Nr (CIDB):

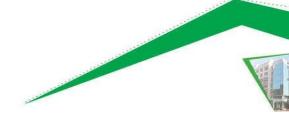
CLOSING DATE: 19 OCTOBER 2022

TIME: 11H00am

Department of Public Works&Infrastructure KD Matanzima Building Corner Owen and Victoria Street Mthatha 5099







## T1.1 Tender Notice and Invitation to Tender

The Eastern Cape Department of Public Works and Infrastructure invites contractors with a CIDB Grading of <u>1SI or Higher</u> in the following Class of works (SI) to tender for a COMPREHENSIVE MAINTENANCE OF PASSENGER LIFTS FOR A PERIOD OF TWENTY FOUR (24) MONTHS IN THE KD MATANZIMA BUILDING

The contract will be based on the GCC 2nd edition of July 2010 where the Eastern Cape Department of Public Works will enter into a contract with the successful tenderer.

Only tenderers who have suitable experience and suitably qualified personnel in providing similar services with CIDB grading 1SI OR HIGHER are eligible to submit tenders.

Tender documents will be available on 05 October 2022.

Tender documents are downloadable from Department of Public Works website (www.ecdpw.gov.za/tenders). Due to COVID19, tenderers are encouraged to download the tender document. There will be a compulsory site briefing for this project. The Compulsory briefing session will be held on the 11 October 2022 at KD MATANZIMA building (Ground floor lift foyer) at 11:00 AM.

Queries relating to the issue of these documents may be addressed in writing to email: <u>Ntombifuthi.Nolala@ecdpw.gov.za</u> **Technical enquiries:** may be addressed in writing to Luvuyo Ntitsolo– email: <u>luvuyo.ntitsolo@ecdpw.gov.za</u>

The closing time for receipt of tenders by the ECDPW is **11:00am** on the **19 October 4, 20222022**. Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted. Bids must be submitted insealed envelopes clearly marked "ORT5-**22/23-04 ORR:** "COMPREHENSIVE MAINTENANCE OF PASSENGER LIFTS FOR **A PERIOD OF TWENTY FOUR (24) MONTHS IN THE KD MATANZIMA BUILDING.**" must be deposited in the bid box, **DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE, K.DMATANZIMA BUILDING MTHATHA** 

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.

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 (<u>https://secure.csd.gov.za</u>). Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.







## B. BID EVALUATION:

This bid will be evaluated in two (2) phases as follows: Phase One: Compliance, responsiveness to the bid rules and conditions,

thereafter they will be evaluated on PPPFA.

Phase Two: Bidders passing all stages above will thereafter be evaluated on PPPFA.

## PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA)

POINTS WILL BEAWARDED AS FOLLOWS:

Maximum points on price	-	80 points
Maximum points for B-BBEE	-	20 points
Maximum points	-	100 points

## c. BID SPECIFICATIONS, CONDITIONS AND RULES

The minimum specifications, other bid conditions and rules are detailed in the bid document underTender 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 and Infrastructure SCM

policy applies. Tender validity period is **120 days.** 

### D. TENDER SUBMISSIONS:

Bids must be submitted in sealed envelopes clearly marked "ORT5-22/23-17 ORR: "COMPREHENSIVE MAINTENANCE OF PASSENGER LIFTS FOR A PERIOD OF TWENTY FOUR (24) MONTHS IN THE KD MATANZIMA BUILDING", must be deposited in the bid box, DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE, K.D MATANZIMA BUILDING, MTHATHA.

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

## SCM RELATED ENQUIRIES

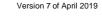
N.Nolala Tel No: 047 505 2750 Email Address: <u>Ntombifuthi.Nolala@ecdpw.gov.za</u>

## • TECHNICAL ENQURIES

L Ntitsolo Tel No: 066 488 1110 Email Address: <u>luvuyo.ntitsolo@ecdpw.gov.za</u>

## 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 andthe provisions of SANS 10845-3 *and* as contained in Annexure F of Standard for Uniformity in Construction Procurement (Board Notice 136 Government Gazette No 38960 of 10 July 2015),

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 Department of Public Works and Infrastructure
3.2	The tender documents issued by the employer comprise the following documents: THE TENDER Part T1: Tendering procedures T1.1 - Tender notice and invitation to tender T1.2 - Tender data Part T2: Returnable documents T2.1 - List of returnable documents T2.2 - Returnable schedules THE CONTRACT Part C1: Agreements and Contract data C1.1 - Form of offer and acceptance C1.2 - Contract data Part C2: Pricing data C2.1 - Pricing assumptions C2.2 - Bill of Quantities Part C3: Scope of work
3.3	The tender documents issued by the employer comprise the documents listed on the contents page
3.4	The employer's agent is: Name: Mr L Ntitsolo Department of Public Works and InfrastructureKD Building, Department of Public Works and Infrastructure Mthatha 066 488 1110 E-mail: <u>luvuyo.ntitsolo@ecdpw.gov.za</u>
3.5	The language for communications is English
3.6	The competitive negotiation procedure shall be applied.
3.7	Method 2: Two (2) stage procurement procedure shall be applied.
4	Tender's obligations





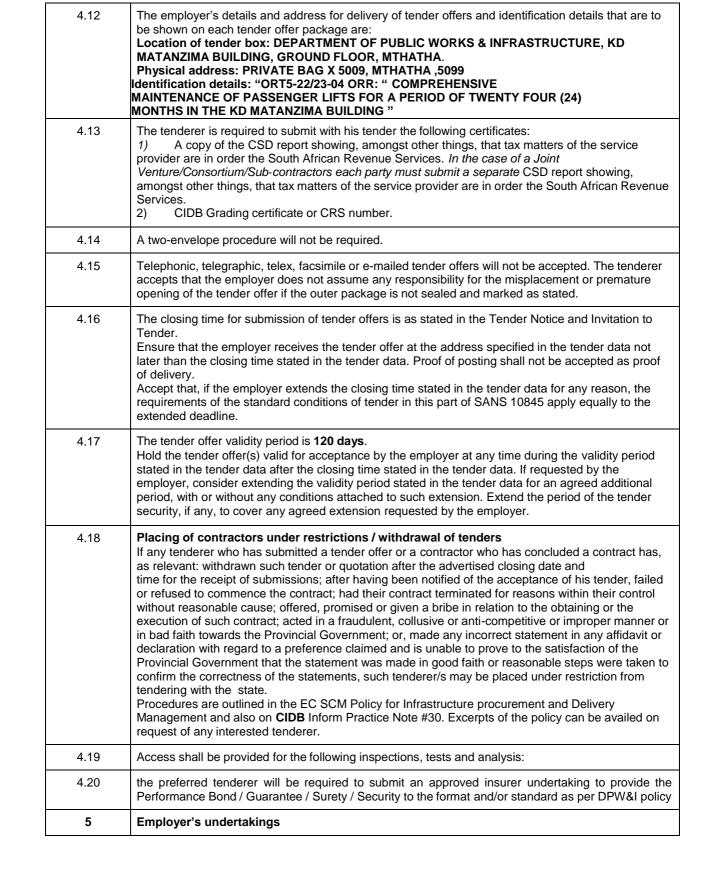


4.1	The following tenderers who are registered with the CIDB, or are capable of being so registered priorto the evaluation of submissions, are eligible to have their tenders evaluated: a) contractors who have a contractor grading designation equal to or greater than a contractor grading designation determined 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 CIDB Grade 1SI of construction work;
4.2	The employer will compensate the tender as follows <b>as per the conditions of the Form of</b> <b>Contract signed, SLA</b> OR GCC 2015 The employer <u>will not</u> 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 tothe 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 non-compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. <b>N/A</b>
4.8	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 before the closing time stated in the tender data. Show the VAT payableby 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 providedfor 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 tenderdata.
4.9	Do not make any alterations or additions to the tender documents, except to comply with instructionsissued 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.
4.10	No alternative tender offers will be considered
4.10.1	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 copiesstated 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 of its agents on paper format with thetender.
4.11	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 employershall hold liable for the purpose of the tender offer. NOTE The employer holds all authorized signatories liable on behalf of the tenderer.











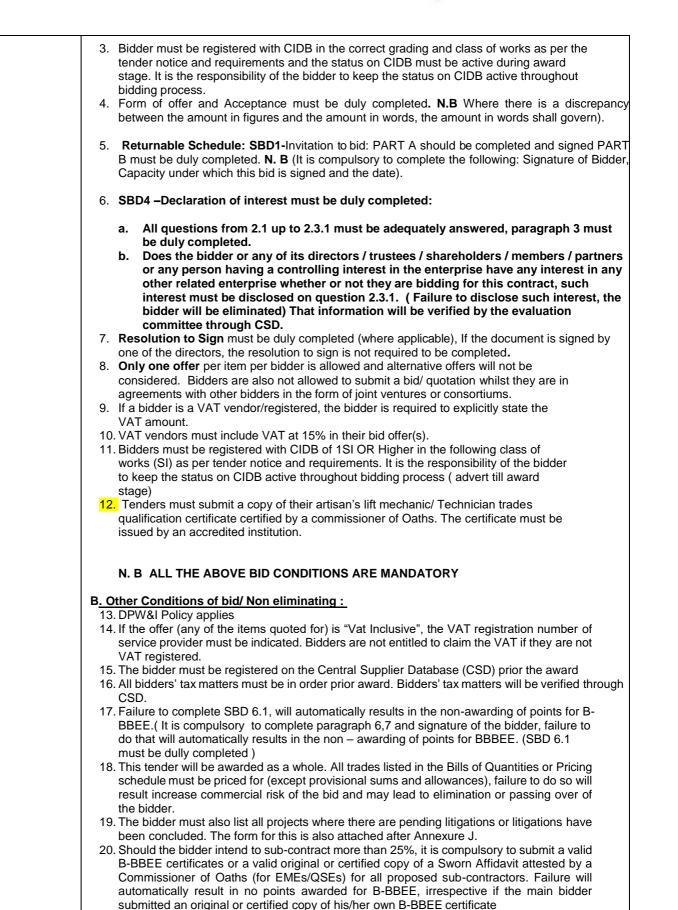


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5.1	The Employer will respond to requests for clarification received up to <b>ONE (1)</b> working day before the tender closing time. If, as a result of the issuing of addenda, it is necessary to extend the closing time stated in the tender data, grant such extension and notify all respondents accordingly.				
5.2	The employer shall issue addenda until <b>One (1)</b> working day before tender closing time.				
5.3	Tenders will be opened immediately after the closing time for tenders at <b>11:00 am hours.</b>				
5.4	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.				
5.5	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.				
5.6	Arithmetical errors, omission and discrepancies 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.				
5.6.1	The financial offer will be reduced to a comparative basis using the Tender Assessment Schedule.         Table F.1: Formulae for calculating the value of A         Formula       Comparison aimed at achieving       Option 1*       Option 2*         1       Highest price or discount $A = \left(1 + \frac{(P - P_m)}{P_m}\right)$ $A = \frac{P}{P_m}$ 2       Lowest price or percentage commission / fee $A = \left(1 - \frac{(P - P_m)}{P_m}\right)$ $A = \frac{P_m}{P_m}$ a $P_m$ is the comparative offer of the most favourable comparative offer. $P$ is the comparative offer of the tender offer under consideration.				
5.6.2	<ul> <li>The procedure for the evaluation of responsive tenders is Method 2: Compliance, Price and Preference:         <ul> <li>Phase 1: Administrative requirements and Mandatory requirements</li> <li>Phase 2: Price and preference (80/20 system)</li> </ul> </li> <li>PHASE ONE: RESPONSIVENESS TO THE BID REQUIREMENTS AND RULES         <ul> <li>FAILURE TO COMPLY WITH THE FOLLOWING MANDATORY CONDITIONS THE BIDDER WILL BE ELIMINTATED.</li> </ul> </li> <li>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:         <ul> <li>Bid Document must be submitted in its original format</li> <li>Bids which are late will be sent back to the sender without being evaluated</li> </ul> </li> </ul>				







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21. The Department will contract with the successful bidder by signing a formal contract.
22. 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.

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- 23. 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.
- 24. A valid original or certified copy of a 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. In case of EMEs/QSEs (joint venture) submitting separate Sworn Affidavit, the EME or QSE with the lowest B-BBEE contributorwill be used for purposes of calculating points. Bidders are encouraged to either consolidate their B-BBEE contributor or higher. Failure to comply, will automatically results in the non-awarding of points for B-BBEE. (Particulars of the deponent on paragraph one (1) i.e. Name, Surname, identity number and enterprise name, Financial year end, Deponent signature and date, details of Commissioner of Oaths including signature, stamp and date must be completed and signed failure to do will automatically result in awarding Zero (0) points for BBBEE )

23. The successful tenderer shall be bound by his scheduled rates for a period of twelve (12) months from the commencement date of the contract, and thereafter a once off escalation percentage of 6% shall be applied to all rates. No further adjustment will be entertained.

24. The contract sum does not constitute a single project. Rather it would be made up of individual ADHOC incidents. Expenditure of the full contract sum is not guaranteed.

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

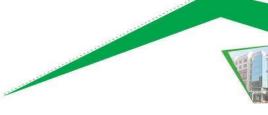
The **80/20 preference point system** shall be applied for the purposes of this bid as per the requirements of the *Preferential Procurement Policy Framework Act, 2000* (*Act No. 5 of 2000*) and B-BBEE/ PPPFA Regulations *of 2017* 



Version 7 of April 2019







	Criteria	Points	
	POINTS ON PRICE	80	
	B-BBEE	20	
	TOTAL	100	
	The 80/20 preference point system for of R50 million: (a) The following formula must be used price quotation) with a Rand value equa (all applicable taxes included):	to calculate the points for price	in respect of tenders (includ
	The financial offer will be scored using t	he following formula:	
	A = (1 - ( <u>P - Pm</u> ))		
	Pm		
	The value of value of W1 is:		
	1) 90 where the financial value inclusive excess of R50 000 000 or	e of VAT of all responsive ter	nders received have a value
	2) 80 where the financial value inclusive that equals or is less than R 50 000 0	•	sive tender offers have a va
5.6.3	The procedure for the evaluation of resp and preference)	oonsive tenders is <b>Method 2</b> (A	dministration compliance, pr
5.6.4	<ul> <li>a) the tenderer is registered on the government ( see https://secure/registered entity</li> <li>b) The tenderer is in good standing we must submit a CSD no. or tax state</li> <li>c) the tenderer is registered with the contractor grading designation;</li> <li>d) the tenderer or any of its directors/in terms of the Prevention and Conform doing business with the publice) the tenderer has not: <ul> <li>i) abused the Employer's Supply</li> <li>ii) failed to perform on any previoi</li> </ul> </li> <li>f) Bids which are late, incomplete, unaccepted.</li> <li>g) The tenderer undertakes to maximaterial from Eastern Cape based</li> </ul>	<ul> <li><u>cosd.gov.za/</u>) unless it is a vith SARS according to the Cenus compliance pin.</li> <li>Construction Industry Develo</li> <li>Construction Industry Develo</li> <li>Chain Management System; cus contract and has been giver</li> <li>nsigned or submitted by facsir</li> </ul>	foreign supplier with no lo atral Supplier Database. Bido opment Board in an appropr the Register of Tender Defaul t of 2004 as a person prohib or in a written notice to this effect mile or electronically will not

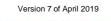








	j) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.
	k) The tender has offered a market related offer. If the 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 bidder/s to a reasonable amount. Bidders are not allowed to increase their tender offers during this process.
	<ol> <li>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 authorized official can sign the bid.</li> </ol>
	m) Prospective bidders must register on CSD prior submitting bids (open tenders). Any prospective bidder 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 bidder/s will be afforded an opportunity to rectify their tax affairs within 7 working days. A bidder that fails to rectify its tax matters with SARS will be eliminated.
	n) <b>NOTE:</b> The amount reflected on the Form of Offer and Acceptance takes precedence over any other total amount indicated elsewhere in bidder's tender submission. If the Form of Offer and Acceptance has no value or figure, the bidder will be regarded as having made no offer.
	o) 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 bidder has been awarded a considerable number of projects by the department or provincial government; has performed unsatisfactorily in the past, etc.
5.7	The number of paper copies of the signed contract to be provided by the employer is 1.
5.8	<ul> <li>The additional conditions of tender are:</li> <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	<ul> <li>A. List of returnable documents:</li> <li>SBD 1,4,6.1</li> <li>Form of offer and acceptance</li> <li>Final summary of Bills of quantities or a complete pricing schedule</li> </ul>
1	<ul> <li>Documentation to demonstrate eligibility to have tenders evaluated I.e. List all documentation to demonstrate eligibility to have a submission evaluated.</li> <li>Appropriate CIDB grading suitable for the works (as stated in 4.1).</li> </ul>
2	<ul> <li>Other documents required for tender evaluation purposes</li> <li>The tenderer must provide the following returnable documents:</li> <li>A valid original or certified copy of a valid B-BBEE Verification certificate from a verification agency accredited by SANAS and recognized as an Accredited B-BBEE Verification Agencies (see www.sanas.co.za/directory/bbee_default.php) if preference points are claimed in respect of Broad-Based Black Economic Empowerment. A tenderer which is an EME or QSE can submit a duly signed valid original or certified copy of a Sworn Affidavit attested by a Commissionerof Oaths and attested by a Commissioner of Oaths Sworn Affidavit form. For an entity tendering as a joint venture, a valid consolidated B-BBEE Certificate meeting same</li> </ul>



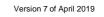
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	<ul> <li>Requirements must be submitted with the bid. Failure to do so zero points will be allocated forB-BBEE status level.</li> <li>A CSD Report for a contractor with valid and correct information.</li> </ul>
3	<ul> <li>Returnable Schedules that will be used for tender evaluation purposes and be incorporated into the contract</li> <li>The tenderer must complete the following returnable documents: <ul> <li>A duly completed form of Offer and Acceptance (and any revision of prices if there are any).</li> </ul> </li> </ul>
4	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 <u>resolution by its board of</u> <u>directors</u> 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 <u>resolution by its</u> <u>members</u> authorizing a member or other official of the corporation to sign the documents on each member's behalf.
	In the case of a <b>PARTNERSHIP</b> submitting a tender, <u>all the partners</u> 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 <u>proof of such authorization</u> shall be included in the Tender. <u>except that failure to submit proof of authorization to sign the tender shall result in the tender</u> <u>offer being regarded as non-responsive.</u>
5	Information and data to be completed in all respects 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.
6	<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.
7	<ul> <li>Prohibitions on awards to persons in service of the state</li> <li>The Employer is prohibited to award a tender to a person -</li> <li>a) who is in the service of the state; or</li> <li>b) 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>c) A person who is an advisor or consultant contracted with the Department or municipal entity.</li> </ul>
	In the service of the state means to be - a) a member of:- <i>a</i> any municipal council;
	b any provincial legislature; or
	c the National Assembly or the National Council of Provinces;
	<i>d)</i> a member of the board of directors of any municipal entity;
	e) an official of any Department or municipal entity;
	<i>f)</i> an employee of any national or provincial department;
	g) provincial public entity or constitutional institution within the meaning of the
	<ul> <li>Public Finance Management Act, 1999 (Act No.1 of 1999);</li> <li><i>h</i>) a member of the accounting authority of any national or provincial public entity; or</li> </ul>





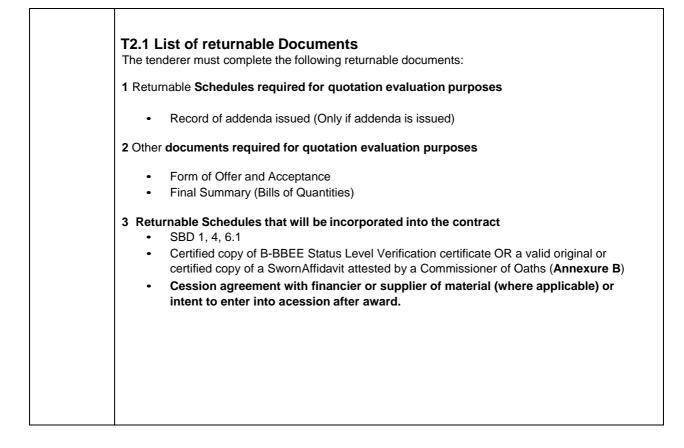




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9       Respond to require the employer will closing time.         10       Opening of tender tenders will be openation of tenders will be openation and the openation of tender tenders will be openation and the openation of tender tenders will be openation and the openation of tender tenders will be openation and the openation of tender tenders will be openation and tenders will	that the notes to the Employer's annual financial statements must disclose particulars of any of more than R2000 to a person who is a spouse, child or parent of a person in the service of te (defined in clause 8 above), or has been in the service of the state in the previous twelve , including - a) the name of that person; he capacity in which that person is in the service of the state; and
9Respond to requ The employer will closing time.10Opening of tender Tenders will be op11Scoring quality /12Cancellation and An organ of state of (a) due to chang requested; or (b) funds are no la (c) No acceptable (d) Tender validity (e) Gross irregula (f) No market relation13Dispute resolution14The department m fraudulent basis, of 	he amount of the award.
The employer will closing time.10 <b>Opening of tender</b> Tenders will be openation11 <b>Scoring quality /</b> 12 <b>Cancellation and</b> An organ of state of (a) due to chang requested; or (b) funds are no be (c) No acceptable (d) Tender validity (e) Gross irregula (f) No market relation13Dispute resolution14The department m fraudulent basis, of The remedies provinstitution from ins15Where the employ employer may deci the <b>CIDB Code of</b> penalty on the como outcomes of such Procurement Regulation	er to give effect to the above, the questionnaire for the declaration of interests in the tender of s in service of state in part T2 of this procurement document must be completed.
Tenders will be op11Scoring quality /12Cancellation and12An organ of state op(a) due to chang requested; or (b) funds are no la (c) No acceptable 	nd to requests from the tenderer ployer will respond to requests for clarification up to <b>1 (one) working day</b> before the tender time.
12       Cancellation and         An organ of state in         (a) due to chang         requested; or         (b) funds are no lid         (c) No acceptable         (d) Tender validity         (e) Gross irregula         (f) No market relation         13       Dispute resolution         14       The department m         fraudulent basis, or         The remedies provinstitution from ins         15       Where the employ         employer may decide         the CIDB Code of         penalty on the como         outcomes of such	ng of tender submissions s will be opened immediately after the closing time for tenders
An organ of state is(a) due to chang requested; or(b) funds are no la (c) No acceptable (d) Tender validity (e) Gross irregula (f) No market relation(f) No market relation1314The department fraudulent basis, or The remedies provinstitution from ins15Where the employ employer may dec the CIDB Code of 	g quality / functionality:
<ul> <li>(a) due to chang requested; or</li> <li>(b) funds are no le</li> <li>(c) No acceptable</li> <li>(d) Tender validity</li> <li>(e) Gross irregula</li> <li>(f) No market relation</li> <li>(f) No market relation</li> <li>13 Dispute resolution</li> <li>14 The department m fraudulent basis, or The remedies provinstitution from ins</li> <li>15 Where the employ employer may dep the CIDB Code of penalty on the con- outcomes of such Procurement Regu</li> </ul>	ation and re-invitation of tenders
requested; or         (b) funds are no lo         (c) No acceptable         (d) Tender validity         (e) Gross irregula         (f) No market relation         (f) No market relation         13       Dispute resolution         14       The department mention         15       Where the employ employer may decord the CIDB Code of penalty on the conouccomes of such Procurement Regulation	n of state may, prior to the award of the tender, cancel the tender if-
Tender Bulletin or13Dispute resolution14The department medias provinstitution from ins15Where the employer may depart the CIDB Code of penalty on the comoutcomes of such Procurement Regularity	to changed circumstances, there is no longer a need for the services, works or goods uested; or ds are no longer available to cover the total envisaged expenditure; or acceptable tenders are received. der validity period has expired. ss irregularities in the tender processes and/or tender documents. market related offer received (after attempts of negotiation processes)
14       The department m         14       The department m         fraudulent basis, or       The remedies provinstitution from ins         15       Where the employed employer may dependent to the CIDB Code of penalty on the consoutcomes of such Procurement Regularity	applicable, the decision to cancel the tender will be published in the CIDB website and in the Bulletin or the media in which the original tender invitation as advertised.
fraudulent basis, or The remedies prov- institution from ins 15 Where the employ employer may dec the <b>CIDB Code of</b> penalty on the com- outcomes of such Procurement Regu	resolution mechanism will be done through the Adjudication route.
employer may dec the <b>CIDB Code of</b> penalty on the con outcomes of such Procurement Regu	partmen must when acting against the tenderer or person awarded the contract on a nt basis, consider the provisions of Regulation 14: nedies provided for in Preferential Procurement Regulations 2017 do not prevent an n from instituting remedies arising from any other prescripts or contract.
	he employer terminates the contract due to default of the contractor in whole or in part, the er may decide to: a) Refer the breach in contract to the <b>CIDB</b> for investigation as a breach of <b>B Code of Conduct</b> in terms of the <b>CIDB Regulations</b> ; or b) may impose a restriction on the contractor in terms of Section 14 of the Preferential Procurement Regulations. The es of such investigations in terms of both the CIDB Regulations and the Preferential ment Regulations may prohibit the contractor from doing business with the public sector for a ot exceeding 10 years.
13   P a d a	







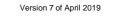






### PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE										
BID NUMBER:	ORT5-22/	3-17 ORR CLOSING DATE: 19 October 2022 CLOSING TIME: 11H0				11H00 am				
DESCRIPTION:		HENSIVE MAINTENANCE OF PASSENGER LIFTS FOR A PERIOD OF TWENTY FOUR (24) MONTHS IN THE								
KD MATANZIMA BUILDING           BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)										
DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE K.D BUILDING										
BIDDING PROCEDURE E	NQUIRIES	MAY BE DIREC	TED TO		TECHNICAL		RIES MAY BE	DIRECT	ED TO:	
CONTACT PERSON		NTOMBIFUTH	II NOLALA		CONTACT I	PERSON	Luvuyo	Ntitsolo		
TELEPHONE NUMBER		047 5052750			TELEPHONE NUMBER 066 488 1110					
FACSIMILE NUMBER		N/A			FACSIMILE	NUMBER	R N/A			
E-MAIL ADDRESS		Ntombifuthi.No	lala@ecdpw.go	ov.za	E-MAIL ADD	DRESS	Luvuyo.	ntitsolo	0@ecdpw.gov	<u>.za</u>
SUPPLIER INFORMATION	N									
NAME OF BIDDER										
POSTAL ADDRESS										
STREET ADDRESS					1				r	
TELEPHONE NUMBER		CODE					NUMBER			
CELLPHONE NUMBER					1	r				
FACSIMILE NUMBER		CODE					NUMBER			
E-MAIL ADDRESS										
VAT REGISTRATION NUM					•			n		
SUPPLIER COMPLIANCE	E TAX CO SYSTEM	MPLIANCE VI PIN:			OR	CENTR SUPPL				
						R DATAB/	ASE No:	MAAA		
B-BBEE STATUS		TICK APPLIC	ABLE BOX1		STATUS		ודו		LICABLE BO	XI
LEVEL VERIFICATION CERTIFICATE		Yes		AFFIDA				Yes	N	-
IA B-BBEE STATUS I F	VEI VERIE		No TEICATE/ SM	ORN AF	FIDAVIT (FOR		& OSES) MUS			-
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED INORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					NORDER TO					
a) ARE YOU THE									Yes	No
ACCREDITED		Yes					REIGN BASED			
SOUTHAFRICA F							ORKS OFFE	-	[IF YES, C QUESTIO	
THE GOODS /SERVICES		No [IF YES ENCL		=1					BELOW ]	
/WORKS OFFERED?				1						
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS										
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?										
DOES THE ENTITY HAVE A BRANCH IN THE RSA?       YES NO         DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?       YES NO										
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?										
							l		_	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				SYSTEM PIN						









#### PART B

#### TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

#### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BYSARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARSWEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUSTSUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE(CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

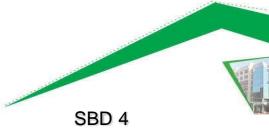
SIGNATURE OF BIDDER:

.....

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

DATE:





## **BIDDER'S DISCLOSURE**

### 1. PURPOSE OF THE FORM

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

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

## 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise,

employed by the state?

YES/NO

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

Full Name	Identity Number	Name institution	of	State

2.2 Do you, or any person connected with the bidder, have a relationship

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

with any person who is employed by the procuring institution? **YES/NO** 

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

.....

## 3 DECLARATION

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

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

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

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

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates. 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract. 18 | P a g e
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3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON ENHANCING COMPLIANCE, TRANSPARENCY AND ACCOUNTABILITY IN SUPPLY CHAIN MANAGEMENT SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature	Date

Position

Name of bidder

ECPT 2022-04-01



Version 7 of April 2019

## 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 Levelof Contribution

#### NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, ASPRESCRIBED 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 R100 000(all applicabletaxes included); and
  - the 90/10 system for requirements with a Rand value above R100 000(all applicabletaxes included).

1.21.2

- a) The value of this bid is estimated to not exceed R100 000 (all applicable taxes included) andtherefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 preference point system will be applicable to this tender Points for this bid shallbe 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
Total points for Price and B-BBEE must not exceed	100

- 1.4 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at anytime 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 theBroad-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 EconomicEmpowerment 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;
- "QSE" means a qualifying small business enterprise in terms of a code of good practice onblack 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 ofbid invitation, and includes all applicable taxes;

#### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 or 90/10  

$$Ps = 80 \left(1 - \frac{Pt - P\min}{P\min}\right) \qquad \text{or} \qquad Ps = 90 \left(1 - \frac{Pt - P\min}{P\min}\right)$$

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 bidder for attaining the B-BBEE status level of contribution in accordance with the table below:



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

#### 5. BID DECLARATION

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

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

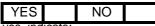
6.1 B-BBEE Status Level of Contributor: . = ......(maximum of 10 or 20 points)

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

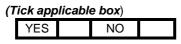
#### 7. SUB-CONTRACTING

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

#### applicable box)



- 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



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
	$\checkmark$	$\checkmark$
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

#### 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

- D Partnership/Joint Venture / Consortium
- One person business/sole propriety
- □ Close corporation
- Company
- (Pty) Limited
- [TICK APPLICABLE BOX]

#### 8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

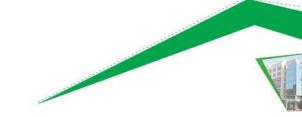
.....

#### 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:.....





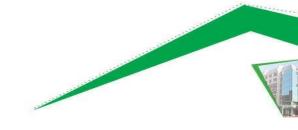


- 8.8 I/we, the undersigned, who is / are duly authorized to do so on behalf of the company/firm, certifythat the points claimed, based on the B-BBE status level of contributor indicated in paragraphs
  1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shownand 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 basisor any of the conditions of contract have not been fulfilled, the purchaser may, in addition toany 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 resultof having to make less favorable arrangements due to such cancellation;
    - (d) recommend that the bidder or contractor, its shareholders and directors, oronly the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organof 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	SIGNATURE(S) OF BIDDERS(S)
2	DATE: ADDRESS







# VALID ORIGINAL OR CERTIFIED COPY OF B-BBEECERTIFICATE (IF APPLICABLE, ATTACH HERE)



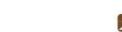




SWORN AFFIDAVIT

(IF APPLICABLE, CHOOSE THE CORRECT FORM AND COMPLETE)

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





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

I, the undersigned,

Full name & Surname	
Identity number	

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 authorized toact on its behalf:

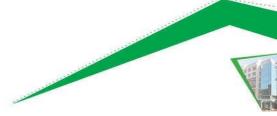
Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC,	
(Pty) Ltd, Sole Prop	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a genericterm which means Africans, Coloureds and Indians – (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- i. Before 27 April 1994; or ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior

- 3. I hereby declare under Oath that:
- The Enterprise is <u>% Black Owned</u> as per Amended Code Series CSC000 of the Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEEAct 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 section9 (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 undersection 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:

(Date----- Month-----Year-----) 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 tickingthe applicable box.

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned but less than 100% black owned	Level Two (125% B-BBEE procurement recognition level)	
At least 30% Black Owned but less than 51% black owned	Level Four (100% B-BBEE procurement recognition level)	
Less than 30% Black Owned	Level Five (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 R1.8million in the case of BEPs and less than R3 million in the case of Contractors are :
  - o A) Not subject to the discounting principle and therefore do not have to comply with theQSE Skills Development element, and
  - B) Not required to have an authorized B-BBEE verification certificate, and may presentan 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\_empowernment/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 conscienceand 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 thedate signed by commissioner.

Deponent Signature:

Date:

Commissioner of Oaths Signature & stamp







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

I, the undersigned,

Full name & Surname	
Identity number	

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 authorized to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC,	
(Pty) Ltd, Sole Prop	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a genericterm which means Africans, Coloureds and Indians –
	<ul> <li>(a) Who are citizens of the Republic of South Africa by birth or descent; or</li> <li>(b) Who became citizens of the Republic of South Africa by naturalization- <ol> <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> </li> </ul>

- 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-BBEEAct No 53 of 2003 as
  Amonded by Act No. 46 of 2012
  - 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 section9 (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 ofGood Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as







Amended by Act No 46 of 2013,

- □ Please confirm on the table below the B-BBEE level contributor, by tickingthe applicable box.

100% Black Owned	Level One (135% B-BBEE procurement	
	recognition level)	
At least 51% Black Owned but	Level Two (125% B-BBEE procurement	
less than 100% black owned	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 withparagraph 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 QSEScorecard (paragraphs 1.1, 1.2 and 1.3 of Statement CSC603) or the Preferential Procurementand 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 QSEscorecard 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\_empowernment/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 conscienceand 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 thedate signed by commissioner.

Deponent Signature:	Date:

Commissioner of Oaths Signature & stamp

Version 7 of April 2019



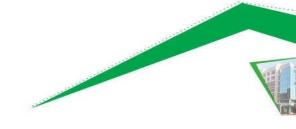


## PROOF OF REGISTRATION ON THE NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD REPORT)

(ATTACH HERE)







# VALID CIDB CERTIFICATE OF A TENDERER (ATTACH HERE)







#### Annexure C

(Normative)

Project title	COMPREHENSIVE MAINTENANCE OF PASSENGER LIFTS FOR A PERIOD OF TWENTY FOUR (24) MONTHS IN THE KD MATANZIMA BUILDING
ORT number	"ORT5-22/23-17 ORR

#### OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contractfor 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

#### 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 contractorin the conditions of contract identified in the contract data.

Capacity for the		
(Name and ad Name and sig	ddress of organization)	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.







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		
for the		
	ddress of organization)	
Name and sig	gnature	
of witness	Date	
Schedule of	Deviations	
1 Subject		
Details		
2 Subject		
Details		
3 Subject		
Details		
4 Subject		
Dotoilo		
Details		

By the duly authorized representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender/ quotation documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

<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 parti









В

#### RECORD OF ADDENDA TO BID DOCUMENTS

PROJECT TITLE COMPREHENSIVE MAINTENANCE OF PASSENGER LIFTS FOR A PERIOD C TWENTY FOUR (24) MONTHS IN THE KD MATANZIMA BUILDING					
ORT NU	MBER "ORT5-22/23-17 ORR				
I / We confirm that the following communications received from the Department of Public Works & Infrastructure 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)					
ltem	Date	Title or Details	No. of Pages		
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

Attach additional pages if more space is required.

Signed		ate	
Name	P	osition	
Tenderer			







С

#### 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 authorized 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:

DIRECTOR (NAMES)	SIGNATURE	
DIRECTOR (NAMES)	SIGNATURE	

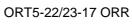
If you cannot complete this form, attach a separate sheet (in a company letter head, project specific and signed by all directors):





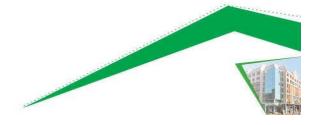


**VOLUME 2** 

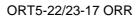








# **BILLS OF QUANTITIES**







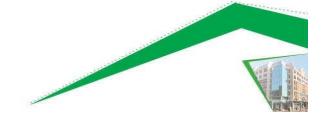


### **C2.2 Pricing Schedule**

be replaced, must be indicated for the duration of the Maintenance contract       Image: Contract State	ITEM	DESCREPTION	Unit	QTY	RATE	Total
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MonthMonth1.3LIFT C- ELE967Per Month242Ad hoc Services2.1Ad-hoc call-outs Mon-Friday Rates2.1.1ArtisanPer Hour202.1.2Call-out FeeEach102.2Ad-hoc call-outs Weekend and Holiday Rates2.2.1ArtisanPer Hour102.2.2Call-out FeeEach102.2.1ArtisanPer Hour102.2.2Call-out FeeEach103A fixed percentage mark-up on the cost price of parts to be replaced, must be indicated for the duration of the Maintenance contract%14Procure the services of an authorized and independent lift inspector to do the mandatory lift inspection on all 3 lifts and submit the comprehensive and mandatory report for each liftEach15Prepare and submit a detailed risk assessment associated with ownership, use, operating and maintenance workEach16Provide public liability insurance as specified for the full period of the contract for all lifts and associated maintenance workSub Total7Provisional sum for parts requiredSub Sub Total100 000.000000000000000000001100 000.00100 000.00	1.1	LIFT A- ELE965		24		
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2.1       Ad-hoc call-outs Mon-Friday Rates       Image: Constraint of the constraint of	1.3	LIFT C- ELE967	-	24		
2.1.1       Artisan       Per Hour       20 Hour       20 Hou       20 Hour       20 Hour	2	Ad hoc Services				
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2.2       Ad-hoc call-outs Weekend and Holiday Rates       Image: Constraint of the services of an authorized and independent lift inspector to do the mandatory lift inspection on all 3 lifts and submit the comprehensive and mandatory report for each lift       Peach       1       Image: Constraint of the services of an authorized and independent lift inspector to do the mandatory lift inspection on all 3 lifts and submit the comprehensive and mandatory report for each lift       Sach and the services of an authorized and independent associated with ownership, use, operating and maintenance of the passenger lift       Sach and the service as specified for the full period of the contract for all lifts and associated maintenance work       Sum       1       100 000.00       100 000.00         7       Provisional sum for parts required       Sum       1       100 000.00       100 000.00         7       Provisional sum for parts required       Sum       1       100 000.00       100 000.00         1       Intervention of the second to the sec	2.1.1	Artisan		20		
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5       Prepare and submit a detailed risk assessment associated with ownership, use, operating and maintenance of the passenger lift       Each       1       Image: Constraint of the passenger lift         6       Provide public liability insurance as specified for the full period of the contract for all lifts and associated maintenance work       Each       1       Image: Constraint of the contract for all lifts and associated maintenance work       Image: Constraint of the contract for all lifts and associated maintenance work       Image: Constraint of the contract for all lifts and associated maintenance work       Image: Constraint of the contract for all lifts and associated maintenance work       Image: Constraint of the contract for all lifts and associated maintenance work       Image: Constraint of the contract for all lifts and associated maintenance work       Image: Constraint of the contract for all lifts and associated maintenance work       Image: Constraint of the contract for all lifts and associated maintenance work       Image: Constraint of the contract for all lifts and associated maintenance work       Image: Constraint of the contract for all lifts and associated maintenance work       Image: Constraint of the contract for all lifts and associated maintenance work       Image: Constraint of the contract for all lifts and associated maintenance work       Image: Constraint of the contract for all lifts and associated maintenance work       Image: Constraint of the contract for all lifts and associated maintenance work       Image: Constraint of the contract for all lifts and associated maintenance work       Image: Constraint of the contract for all lifts and associated maintenance work       Image: Constraint of the co	4	lift inspector to do the mandatory lift inspection on all 3 lifts and submit the comprehensive and mandatory	Each	3		
6       Provide public liability insurance as specified for the full period of the contract for all lifts and associated maintenance work       Each       1       Image: Second contract for all lifts and associated maintenance work       1       100 000.00       100 000         7       Provisional sum for parts required       Sum       1       100 000.00       100 000         6       Image: Substance       Image: Substance <td>5</td> <td>Prepare and submit a detailed risk assessment associated with ownership, use, operating and</td> <td>Each</td> <td>1</td> <td></td> <td></td>	5	Prepare and submit a detailed risk assessment associated with ownership, use, operating and	Each	1		
7       Provisional sum for parts required       Sum       1       100 000.00       100 000.00         6       Sub       Sub       Image: Sub Total	6	Provide public liability insurance as specified for the full period of the contract for all lifts and associated	Each	1		
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Sub Total ( add escalation)       15% VAT		Escalation (6%)				
15% VAT						
		TOTAL OFFER	1	1	10/0 0/11	







## C3 - SCOPE OF WORK

#### 1. Background information

KD Matanzima Building situated in Mthatha is installed with 3 passenger lifts. Lift A & Lift C have 6 stops and Lift B has 7 stops.

The lifts need to be serviced regularly in order to ensure that they are safe and that they operate at their maximum capacity. The EASTERN CAPE DEPARTMENT OF PUBLIC WORKS (ECDPW) therefore seeks to appoint a capable service provider to provide a comprehensive maintenance service for all the lifts installed within the building.

## 2. Maintenance Objectives Without in any way limiting service provider's obligations, the service provider shall at all times ensure:

- the safety and comfort of passengers using the equipment;
- the accuracy and reliability of the equipment performance;
- that preventative maintenance is carried out at all times,
- That the equipment and associated spaces are kept clean and presentable at all times and that the maintenance is carried out in a programmed sequence (Annual Preventative Maintenance Plan) so as to protect ECDPW's investment.

#### 3. Scope of work/ Terms of Reference

- 3.1. The ECDPW requires the service provider to perform a comprehensive maintenance service to the lifts installed at KD Matanzima buildings, with due regard for lift equipment on the various installations. The service provider will be required to:
- Systematically examine the equipment in accordance with the lift regulations/ standards and the Manufacturer's requirement at monthly intervals;
- Ensure that maintenance work of a technical nature shall be performed by "Competent" persons as defined by the Occupational Health and Safety Act who are qualified Lift Mechanic/s experienced and skilled in maintaining equipment similar to which are subject matter of this request and who are employed and supervised by the service provider. ECDPW reserves the right to request and be granted copies of certificates of qualification/ competence for the Lift Mechanic/s or Senior Technical personnel;
- Not to permit the Maintenance Agreement to be assigned, transferred or modified without written approval of ECDPW;
- To perform the maintenance and repair work required in terms of the Maintenance Agreement during regular working hours being Monday to Friday during the hours of 08:00 to 16:30, statutory holidays excluded, except in the case of call-backs. Competent and qualified technicians shall perform all work of a technical nature.
- To provide call out service twenty-four (24) hours a day, seven (7) days per week. The call-out service shall be carried out at no additional expense to ECDPW unless caused by misuse or abuse of the equipment. Technicians shall be equipped with adequate communication equipment to ensure a minimum delay in the response to emergency call- backs;
- To supply, repair and replace all parts of every description made necessary by normal wear and tear to ECDPW when such
  replacement or repair is deemed necessary by the service provider in accordance with the Maintenance Agreement and the
  manufacturer's requirements. Only parts that are correctly designed, manufactured and suitable in all respects, shall be used.
  The service provider will provide a quotation inclusive of mark-up percentage for the department to approve;
- To replace all parts timeously, thereby limiting the incidence of break-downs, unplanned maintenance or repair and consequently maintain maximum equipment operation;
- To ensure that within a one (1) month period after being appointed for the maintenance work, all wiring diagrams and other drawings of a technical nature related to the equipment are available for the sole use of the service provider, ECDPW or its technical personnel. The wiring diagrams enclosed in plastic protection sleeves shall be located and retained in suitably sized and constructed steel cabinets/enclosures situated within the motor room/machine compartment;
- To provide within a one (1) month period after being appointed for the maintenance work, a maintenance site register/record book located in the machine room and maintain accurate records of all service procedures, site visits, stoppages, break downs,







planned repairs and safety related equipment operation tests and checks. This register shall become the property of ECDPW and shall be kept in the motor room for a minimum period of ten (10) years as required by the Act;

- To commence immediately on appointment for the maintenance work, to record all details as requested by a customer communication logbook (if so required and situated at a mutually agreed location) for effective two-way communication between the ECDPW Building Management staff and SP personnel. This logbook shall accurately record each and every site visit and attention to complaints raised by either party, especially during the first year of this contract;
- To provide, on request by ECDPW or it's duly appointed Agents, reports detailing a history of the equipment call-backs, repairs and break-down repairs to each and every lift;
- To inform ECDPW verbally and in writing and act immediately on any potentially hazardous or undesirable situation which may
  cause harm to persons or which may damage or reduce the life expectancy of the equipment situated within the shaft, machine
  room, pit and sheave room, or in the immediate vicinity of the equipment, even if the hazardous or undesirable situation does
  not form part of the service providers responsibility;
- To inform ECDPW in writing at least forty-eight (48) hours prior to carrying out any planned major repair or modification to the existing equipment deemed necessary by the service provider, such as a rope-change, even if this modification may benefit the equipment or if the cost of this modification is for the service providers account;
- To carry out within a thirty (30) day period of being awarded this maintenance contract, inspections and issue the necessary Comprehensive Reports. The service provider shall in addition to displaying this Comprehensive Report in a suitable protective holder on site, forwarding to ECDPW or it's duly appointed Agent a copy of the Certificate.

#### 3.2 Performance Levels

#### 3.2.1 Call-out Rate

The service provider shall ensure that the frequency of equipment breakdowns does not result in the target number of twelve (12) call-outs per unit per annum being exceeded. The twelve (12) month period used to assess the call-out rate shall be the period from the date or anniversary date of the commencement of the Maintenance Agreement to end of the month preceding the following anniversary date or per calendar year as agreed to in advance.

#### 3.2.2 Down-time

The Maintenance Plan shall be structured and implemented so as to ensure that during any planned down-time only one lift should be inoperative. The maximum down-time should not exceed six (6) hours per lift unit per month.

Note: Down-time is the period the equipment is not in operation due to structured service, equipment break-downs and unplanned repairs.

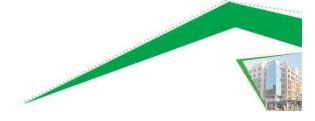
#### 3.2.3 Call-out Response Times

The service provider shall ensure at any time of the day or night, seven (7) days a week, inclusive of all statutory holidays, throughout the maintenance period, that Technicians are available to respond to call-outs with regards to emergencies or break-downs of the equipment. The response times to call-outs shall be within the time period as set below and shall be the time the call is received by the service provider to the time the Technician arrives on site.

Maximum target – Call-back response time	Normal working ours	Outside normal working hours
Passenger entrapments (occupied stop)	30 minutes	45 minutes
Lift out of service (unoccupied stop)	60 minutes	90 minutes







#### 4. Maintenance work shall include but is not limited to the following:

- Examining, cleaning and equalizing tensions of all main, selector, governor and compensation ropes. Renewing of all ropes, when the rope-wear or condition exceeds the manufacturer's specification and/or the OHS Act requirements with regards to the maintenance and discarding of wire ropes. The ropes shall at all times produce an acceptable lift operation and shall ensure an adequate safety factor.
- Repairing and/or replacing all electrical wiring and conductors extending to all parts of the equipment from the load side of the Main Breaker switch, distribution panels or other points of supply in the machine room.
- Keeping the guide rails clean and properly aligned to ensure smooth and quiet operation.
- All oil reservoirs/pots shall be kept properly sealed to prevent leakage and dust ingress.
- The pits shall be thoroughly cleaned at maximum three (3) monthly intervals. Keeping the motor room floor, exterior of the machinery and any other parts of the equipment, properly painted and presentable at all times.
- To thoroughly test monthly, car and landing door locks mechanical and electrical, car door leading edge safety devices, emergency alarm bells, intercom, car door open buttons, and escalator handrail brush contacts and emergency stop switches.
- To visually inspect monthly, lift floor levels and pits, reporting on and attending to non- compliances.
- To thoroughly test at maximum six (6) monthly intervals, buffer electrical safety contacts, safety gear electrical contacts, governor electrical contacts, emergency stop switches, and all electrical safety contacts.
- To thoroughly inspect and report at maximum six (6) monthly intervals, the main hoisting ropes, including selector, governor and compensating ropes, as required by the Act.
- To thoroughly test and log at maximum twelve (12) monthly intervals, the car and counterweight safety gear, over-speed governors, ultimate limits, main brakes and buffers.
- To thoroughly test by actuating the lift break-glass unit or fire signal at maximum twelve (12) monthly intervals, the lift emergency fire control operation (if fitted). The results and date of the test shall be recorded in the site maintenance register.
   ECDPW or its duly appointed Technical Personnel shall be informed at least thirty (30) days prior to the test covered under this Section.
- To thoroughly test (if and where applicable) by simulation at maximum twelve (12) monthly intervals, the lift emergency standby power control operation (if applicable). The results and date of the test shall be recorded in the site maintenance register. ECDPW or its duly appointed Technical Personnel shall be informed at least thirty (30) days prior to the test covered under this Section.
  - The following components shall be included as part of the Preventative Maintenance at no additional cost to ECDPW:
    - Replacing of Lift car light lamps or fluorescent tubes, and all signal lamps;
    - Lift shaft lighting (if applicable) lamps or fluorescent tubes;
    - o Lift motor room lamps or fluorescent tubes; and
    - The testing of the lift intercom system (where applicable) and initiating quotes for repairs when needed, provided that this intercom equipment was not originally installed by the Lift Manufacturer or Maintenance Contractor(s).
  - The following parts must be covered under the Preventative Maintenance Service:
    - Basic components: Elevator machines, motor generators, or solid state motor drive components; controller components; machine brakes and parts thereof, including: hoisting motors; selector motors; worms and gears; bearings; rotating elements; brake magnet coils; brushes and commutators; brake shoes, linings and pins; windings and coils; contacts and relays; resistors and transformers; solid state devices; accessory equipment such as car and corridor operating stations; hangers and tracks; door operating devices; door gibs; guide rails (lubricate only as needed); guide shoe gibes or rollers; control cables; signal lamps (where appropriate based upon union jurisdiction and during scheduled examinations); sheaves and sheave assemblies; interlocks, door closers, buffers,







over speed governors, car and counterweight safeties, limit, landing and slowdown switches, door protective devices, elevator alarm bells Traction hydraulic elevator components.

- Major Components: Exposed hydraulic line in the Machine Room & hoist way, motor, PC boards, pump unit, solid state devices, contactors, and valve, machines, machine and sheave bearings, gearboxes, controllers, generators, Motors, sheaves, compensating, chains, contactors ropes, and trailing cables
- Examine, lubricate, adjust and repair/replace covered components
  - Service providers must examine, lubricate, adjust and repair/replace covered components periodically in line with manufacturer's recommendations.
  - A fixed percentage mark-up on the cost price of parts to be replaced, must be indicated.
  - All lubricants, cleaning material, cotton rags and all other tools and equipment necessary to perform the maintenance must be included in the maintenance price.
  - Furthermore, the machine room, car top and pit must be periodically be cleaned of debris.
  - The service provider must warrant that only parts manufactured in accordance with the manufacturers specifications are used in the maintenance and repair of the lift installation.
  - Any exclusion from the maintenance program must be specifically indicated

#### 5. Service Conditions

The successful bidder will be required to enter into a Maintenance Agreement with the ECDPW which Agreement will cover, but not limited to, the following terms and conditions:

5.1 Exclusions from Service Provider Obligations

- The costs of call outs and repairs necessitated by reason of negligence other than the negligence of the service provider, their Employees or Agents and their misuse of the equipment, and excepting all normal fair wear and tear, shall be borne by ECDPW. A breakdown of the charge, with specific reference to the amounts allowed for both Labour and material, shall be clearly indicated on the service providers quotation to ECDPW, as also the percentage mark-up
- Replacement components which are deemed not serviceable at the time the Maintenance Agreement is initiated or renewed shall be specified. All parts which have not been excluded under this Section shall be covered in terms of the Maintenance Agreement for the duration of the contract. The notification of excluded equipment can take the form of a list of all obsolete equipment or a specific list of excluded equipment pertaining to the previous service provider not having replaced this equipment within the former contract.
- The following items of the equipment are not included or covered under this Agreement unless their repair, replacement or adjustment can be attributed to the service providers omissions and/or negligence:
  - The painting of the motor room wall and ceiling;
  - o Motor room, car, shaft and pit light fittings, doors, windows, and motor room mechanical ventilation;
  - Car enclosures, hoist way enclosures;
  - Car and landing door panels, surrounds, frames, architraves and sills, unless attention may further be required as a result of incorrect running clearances;
  - Decorative finishes, wall panels, suspended ceilings, light diffusers, handrails, mirrors, glass sides, glass doors, carpets or floor coverings;
  - Telephone, closed circuit television systems, power generating plants, security equipment.
- At an additional cost to ECDPW the service provider shall be requested to install any additional equipment or accessories to the equipment which is recommended or required by the government, provincial, municipal or any other authority under new legislation. Should any form of Labour and/or material be required on any of these excluded components, these costs will be brought to the attention of ECDPW via a detailed written quotation who will then provide a separate order to cover these costs.



Version 7 of April 2019





#### 5.2 Obligations of ECDPW

ECDPW agrees and undertakes:

- To issue the necessary operating instructions and procedures to the Tenant/s so as to ensure that at all times the lift equipment will be used in a reasonable manner.
- To advise the service provider immediately when the equipment malfunctions or becomes inoperative.
- Not to authorise or allow any person/s other than the service provider or their duly authorised employees to carry out any
  maintenance work on the equipment during the currency of the Agreement, unless prior written consent from the service
  provider has been obtained. Should any work be carried out by any other company or person, prior to or during the term of
  the Agreement, the service provider shall not be liable for any act, occurrence or omission on the part of such company or
  person/s or equipment supplied.
- To immediately notify the service provider of any incident, injury or harm to any person or property resulting from the usage of the equipment and to make available all relevant information pertaining to equipment incidents.
- To ensure that the service providers workmen shall at all reasonable times have free and undisturbed access to the equipment for the effective execution of normal maintenance procedures as well as emergency after-hours callout services in accordance with the Maintenance Agreement.
- To ensure that the building with regards to the lift equipment complies with the applicable Regulations and local by-laws.

#### 5.3 Equipment Modernisation

- Should any lift equipment be modernised in future after commencement of the Maintenance Agreement, ECDPW reserves the right to request tenders from and appoint any contractor of its choice for the specified modernisation or upgrade works, provided that the contracted service provider is given the opportunity to tender for the modernisation on an equal basis.
- Should the modernisation be awarded to a third party (not the service provider), the service provider shall be given ninety (90) days' notice of the modernisation hand over and commencement date, and shall thereafter assume no responsibility of any nature for the safety of any person/s or goods affected by the lift so handed over to the third party.
- On completion of the equipment modernisation by the third party and prior to the service provider continuing with the
  maintenance of the modernised equipment, the service provider shall carry out a detailed inspection of the said equipment to
  verify that the modernisation works in no way affects the service providers ability to continue effectively maintaining the
  equipment under the Maintenance Agreement. Should the service provider be unable to continue with the Maintenance
  Contract for any reason what so ever, he shall give thirty (30) days' notice to ECDPW. In this case ECDPW will not need to
  compensate the service provider for any losses sustained due to the cancellation of the contract.

#### 5.4 Inspections

- 5.4.1 ECDPW or its duly appointed Agents shall retain the right to, at any time, order a service and/or safety quality audit inspection and or risk assessment in order to:
- Witness and/or verify the performance of any maintenance work by the service provider at any time, or to gauge the safety performance and statutory compliance of the equipment.
- The service provider shall not be liable for the costs of these inspections. However, should the inspections highlight any contractual or statutory nonconformance on the service providers part, he shall be liable for the corrective action costs of both labour and material to remedy the stated non- conformance.

5.4.2 The service provider shall carry out the following annual inspections/surveys:

- To enable the service provider to effectively monitor the equipment's maintenance, detailed annual audit inspections of the equipment shall be undertaken by the service provider's senior personnel (minimum supervisor or field engineer level) or the service provider's Quality Assurance Inspectors.
- The details of the annual inspections, date of inspection and the condition of the equipment shall be recorded on a checklist signed and certified by the service provider's representative and a copy forwarded to ECDPW's Agents in order to monitor and close the quality inspection loop.







- Should any defects or remedial work be required in terms of the Annual Inspection, the service provider shall expeditiously undertake the corrective action work within a thirty (30) day period and shall forward to ECDPW on completion a signed copy of the detailed items rectified.
- ECDPW or its duly appointed Agents shall have the right to re-inspect and/or validate the acceptable completion of this corrective action.

5.4.3 Independent Inspections:

- ECDPW shall at any time have the right to authorise independent SANS 1545 compliance inspections of an individual or the
  entire lift and escalator equipment installations using suitably qualified Registered Lift Inspectors. A copy of the results of such
  inspections shall be promptly communicated in writing to the service provider. Should any defects or remedial work be required
  in term of the Maintenance Agreement, the service provider shall expeditiously undertake within a mutually agreed time period
  (usually 30 days) to carry out the corrective work. When the service provider's work has been completed satisfactorily, ECDPW
  or its duly appointed Agent(s) shall be notified in writing. In the opinion of ECDPW, a further follow-up inspection by ECDPW
  or its Agent(s) may be conducted.
- Should the follow-up inspection show that the work as agreed and undertaken by the service provider has not been carried
  out satisfactorily, ECDPW or their Agent will place the service provider in default and allow him a maximum fourteen (14)
  calendar days to rectify the situation. Should the service provider still be in default at the end of this period, ECDPW shall
  have the right to summarily cancel the Maintenance Agreement and/or take such action as ECDPW deems fit to rectify the
  situation to ECDPW's satisfaction.
- Notwithstanding ECDPW's rights in terms of the clause above, the service provider shall still be liable for the costs associated with the correction of the non-compliance which placed the service provider in default in the first place. He shall refund to ECDPW these costs, failing which ECDPW retains the right to subtract these costs from any fees due to the service provider.
- The Independent Inspections shall in no way limit the service provider's responsibility with respect to any obligation or liabilities in terms of The Maintenance Agreement or the Act.

#### 6. Project Timelines

The appointed service provider(s) will be required to start immediately after signing the contract and provide the services for a period of two (2) years, subject to annual review of service provider's performance.

A fixed percentage mark-up on the cost price of parts to be replaced, must be indicated.

#### 7. Technical Requirements

#### 7.1 Mandatory Technical Requirements

The bidder must indicate its compliance / non-compliance to the requirements and should substantiate its response in the space provided below. If more space is required to justify compliance, please ensure that the substantiation is clearly cross-referenced to the relevant requirement.

7.1.1 Requirement before any work can commence (Documents to be submitted after appointment)

- 24 hours toll free emergency call centre in place (Attach signed affidavit and company profile confirming availability with phone number of call centre)
- In possession of Quality management system as per: SABS ISO 9001 quality management systems the marketing, sales, installation, modernization and maintenance of elevators, escalators, goods hoists and associated equipment, including the training and inspection thereof. (valid certificate OR proof of certification process in progress must be submitted)
- All the work shall be done by a SANAS accredited competent lift mechanic employed by or contracted to a competent lift service provider as described in the regulations. (valid SANAS certificate of designated lift mechanic to be submitted)







#### 7.1.2 All Risk Insurance

The bidder must be in a position to take All Risk Insurance cover when appointed. Below are the minimum cover amounts that will be required:

THEFT & MALICIOUS DAMAGE	R 50 000.00
SURROUNDING PROPERTY LIMIT	R 500 000.00
CLAIMS PREPARATION COSTS	R 10 000.00
PUBLIC LIABILITY LIMIT	R 5 000 000.00

#### 7.1.2 CIDB Registration

• The bidder must be registered with CIDB in a contractor grading designation equal to or higher than 1SI. The bidder must maintain and be registered with the CIDB for the duration of the contract.

Table (a) Specification data for the Installed lift.

	data for the installed lift. Specification	on data	
	Opeemean	on data	
Elevator No.	A- ELE965	B- ELE966	C- ELE967
Elevator Type	TKJ	TKJ	TKJ
Load Capacity (Kg)	1350	1350	1350
Speed (m/s)	1.0	1.0	1.0
Traction ratio	2:1	2:1	2:1
Opening Mode	C.O	C.O- 4P	C.O
Door net size (mm)	1100*2100- YS	1500*2100- YS	1100*2100- YS
Car net size (mm)	2080*1400*2300	2080*1400*2300	2080*1400*2300
Overhead height (m)	7900	4870	7900
Pit Depth	1720	1750	1750
Travelling height(m)	16.02	19.05	16.02
L/F/D	6/6/6	7/7/7	6/6/6
Machine type	Gearless	Gearless	Gearless
Motor Power (Kw)	8.9	8.9	8.9
Rated Current (A)	19.3	19.3	19.3
Main Power Supply	400V AC±7% 50HZ 3P	400V AC±7% 50HZ 3P	400V AC±7% 50HZ 3P





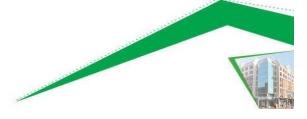
Light Power Supply	220V	50hz	220V	50hz	220V	50hz

#### Main points for Using and maintenance (as per O&M Manual)

ERVAL
-







14	Inspection of traction	Checking wear and work condition of traction	
	Sheave	sheave rope race. Checking tightness of each	
		sheave.	
15	Inspection of traction wire rope	Replacing traction wire rope if its waer condition beyond standard. Shortening traction wire rope if it too long to use.	
16	Inspection of main circuit terminal	Checking and fastening main circuit power line on time.	
	terminal	on time.	

#### Repair, maintenance with lubricating oil and lubrication components

TYPE	NAME	STANDARD NO.	FUNCTION
	LAN LIAN, no 34 for the elevator		Used for traction machine worm reducer or gear lubrication
ZL45-2	No 2 aviation lubrication grease ( referred lithium grease)	SY1508-65	Used for kinds of bearing lubrication
L-3CKB32	Refined mineral oil	GB7632	Used for elevator cabin guide rail, counterweight rail and door guide rail lubrication. Lubrication for Safety gear lever with rotation. Used as hydraulic buffer oil.







## C3.2: LIST OF DRAWINGS







#### **C3.2: LIST OF DRAWINGS**

Project title:	COMPREHENSIVE MAINTENANCE OF PASSENGER LIFTS FOR A PERIOD OF TWENTY FOUR (24) MONTHS IN THE KD MATANZIMA BUILDING
Project Number:	ORT5-22/23-17 ORR

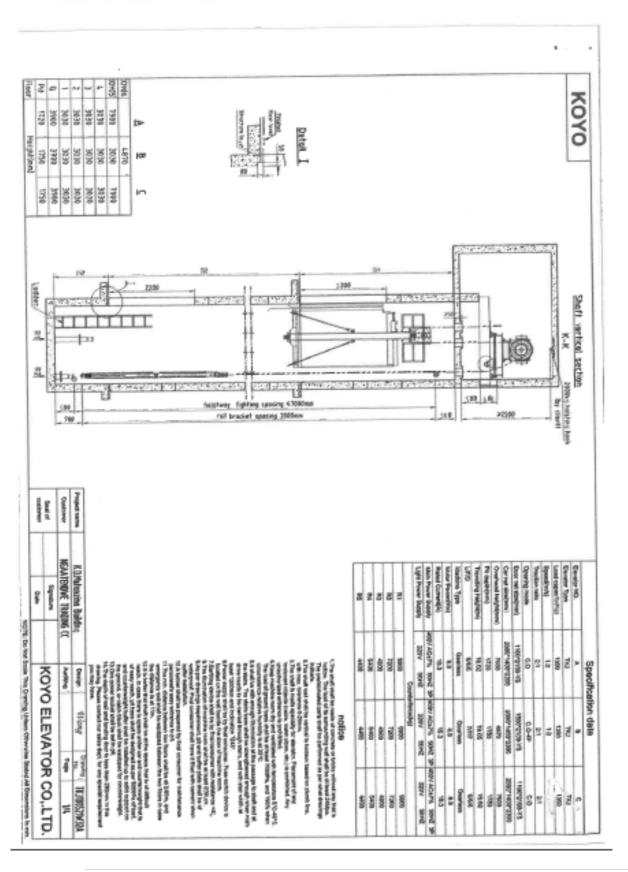
### Drawings issued by Employer

Drawing number	Revision	Title
TKJ180521W32A		





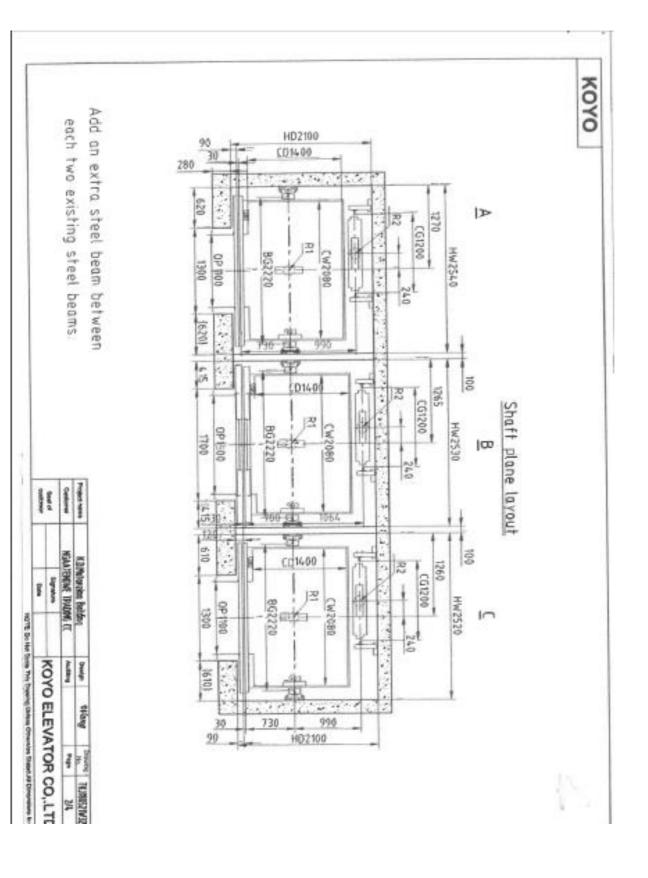








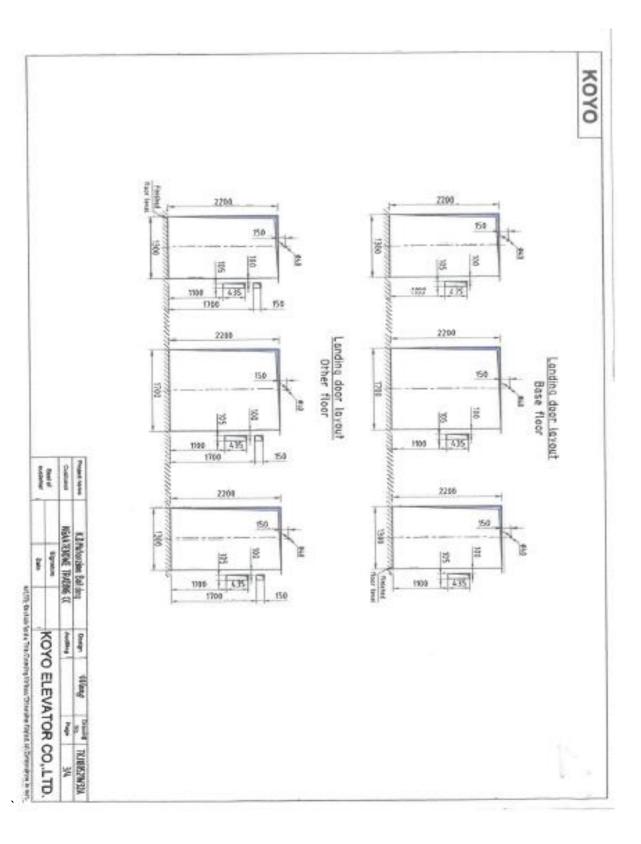








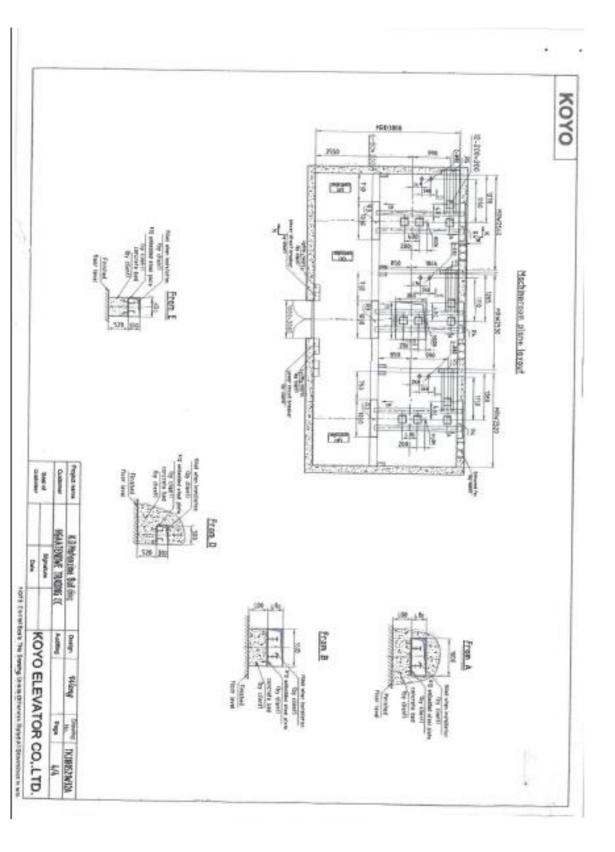






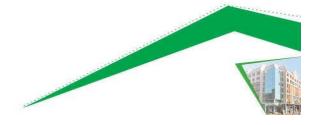






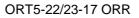






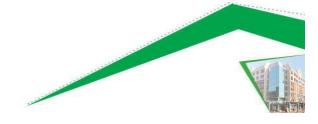
### PART C4: SITE INFORMATION











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

Project title:	COMPREHENSIVE MAINTENANCE OF PASSENGER LIFTS FOR A PERIOD OF TWENTY FOUR (24) MONTHS IN THE KD MATANZIMA BUILDING
Project Number:	ORT5-22/23-17ORR

#### General

The site is located at KD Matanzima Building, Corner Owen & Victoria Street, Mthatha CBD, 5099, Eastern Cape.

The building will be occupied by Departmental Employees who perform office work during office hours.

