

YOU ARE HEREBY INVITED TO BID TO THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA

PLEASE TAKE NOTE

BID NUMBER: DBN24/01/01

ADVERT DATE: 12 JANUARY 2024

CLOSING TIME: 11:00

CLOSING DATE: 07 FEBRUARY 2024

BID/QUOTE PRICE: N/A

Site Meeting Date: 24 January 2023 @ 10:00 am (DPW: Durban Region)

BIDS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL, AS A RULE NOT BE ACCEPTED FOR CONSIDERATION

Bidders to be registered with Central Suppliers Database (CSD). DPW-07 EC Form of Offer and Acceptance must be completed and signed in the original that is in ink. Forms with photocopied signatures or other such reproduction of signatures may be rejected.

BID DOCUMENTS MAY BE POSTED TO

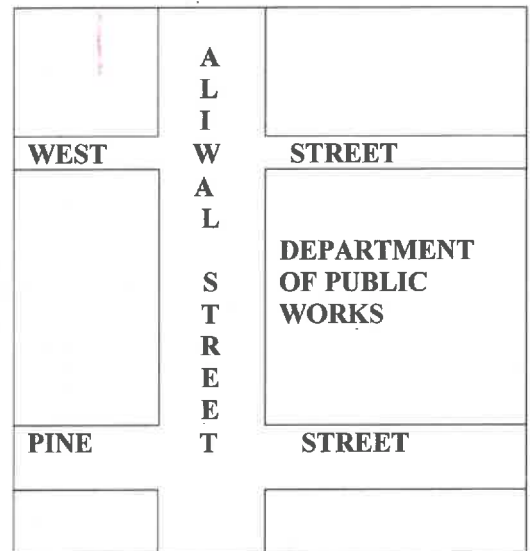
BID SECTION
DEPARTMENT OF PUBLIC WORKS
Private Bag X 54315
DURBAN
4000

ATTENTION: BID SECTION
(ACCESS IMMEDIATELY NEXT TO MAIN ENTRANCE &
SECURITY CONTROL TO PROCUREMENT BANKING HALL)

Bid documents that are posted must reach the Department of Public Works before 11:00 on the closing date of the bid/quote.

OR

THE BID DOCUMENTS MAY BE DEPOSITED IN AN ALLOCATED BID BOX BY ENTRANCE, CNR PINE STREET AND ALIWAL (SAMORA MACHEL) STREET, DURBAN



Technical enquiries: Mr. Xolile Phohlo at (031 314 7261/082 851 8477)

Administrative Enquiries: Ms Senzeni Masondo at (031 314 7078)

The Durban Regional Office of the Department of Public Works is open **Mondays to Fridays: 07:30 – 12:45 / 13:30 – 16:00.**

For Tender purchasing cashier's office is open **Mondays to Fridays: 07:30 – 12:45/ 13:30 – 14:00.** (This document can only be downloaded from DPWI & Treasury website.)

NB.: Late Bids/Quotes will, as a rule will NOT be accepted for consideration.

Bidders should ensure that bids are delivered timeously to the correct address.

SUBMIT ALL BIDS ON THE OFFICIAL FORMS - DO NOT RETYPE.

Bids by telegram, facsimile or other similar apparatus will not be accepted for consideration.

SUBMIT EACH BID IN A SEPARATE SEALED ENVELOPE WITH BID/QUOTE NUMBER & CLOSING DATE CLEARLY MARKED.

The Government Tender Bulletin is available on the Internet on the following web sites:

1. <http://www.treasury.gov.za>
2. <http://www.gov.za/bids/>
Map DRO Nov 2005



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

**DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE
DURBAN REGIONAL OFFICE**

REFERENCE NUMBER: DBN24/01/01

SERVICE DESCRIPTION: KZN All Clients: All Areas: DCS, SAPS, Justice, SANDF & Others: 36 Months Term Contract for Repairs, Servicing & Maintenance of Lifts

SUBMITTED BY:

Company Name :

CRS registration number :

Central Supplier Database:

CLOSING DATE: 07 FEBRUARY 2024 @ 11:00 am

TENDER BOX LOCATION: 157 Monty Naicker (Pine Street), National Department of Public Works: Durban (Parking Lot) and / box number will be allocated with the same DBN2024/01/01

<u>Technical enquiries</u>	<u>Other enquiries</u>
Contact person : Xolile Pohlo Telephone number - 031 314 7261 Cellphone - 082 851 8477 E-mail: Xolile.pohlo@dpw.gov.za	Contact person : Thulisile Ndhlovu Telephone number: 031 314 7061, E-mail : Thulisile.ndhlovu@dpw.gov.za

ADDITIONAL CONDITIONS OF TENDER

This tender is advertised for a minimum number of 21 days, closing date is **07 FEBRUARY 2024**

PA-09 (EC): LIST OF RETURNABLE DOCUMENTS

Project title:	ALL CLIENTS: ALL AREAS: REPAIRS, SERVICING AND MAINTENANCE OF LIFTS: SAPS, DOJ, SANDF, DCS AND OTHERS		
Tender / Quote no:	DBN24/01/01	Reference no:	19/2/3/2/1/762
Receipt Number:			

1. RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Note: Failure to submit the applicable documents will result in the tender offer being disqualified from further consideration.

Tender document name	Number of pages issued	Returnable document
Form of Offer and Acceptance (DPW-07 EC)	4 Pages	Yes
Declaration of Interest and Tenderer's Past Supply Chain Management Practices (PA-11)	4 Pages	Yes
Resolution of Board of Directors (PA-15.1) <i>(if applicable)</i>	1 Page	Yes
Resolution of Board of Directors to enter into Consortia or JV's (PA-15.2) <i>(if applicable)</i>	2 Pages	Yes
Special Resolution of Consortia or JV's (PA-15.3) <i>(if applicable)</i>	3 Pages	Yes
Preference points claim form in terms of the Preferential Procurement Regulations 2017 (PA – 16)	5 Pages	Yes
Certificate of independent Bid Determination (PA - 29)	4 Pages	Yes
Declaration Certificate for Local Production and Content for designated sectors (PA – 36 and Annexure/s C)		Yes
Fully completed Declaration of Designated Groups for Preferential Procurement (PA 40)	2 Pages	Yes
Registration on National Treasury's Central Supplier Database (CSD).	-	Yes
Particulars of Tenderer's Projects (DPW-09 EC)	2 Pages	Yes
Site Inspection Meeting Certificate (DPW-16 EC) <i>(if applicable)</i> .	1 Page	
Record of attending compulsory virtual bid clarification / site inspection meeting <i>(if applicable)</i> .	1 Page	
Record of Addenda to tender documents (DPW-21 EC)	1 Page	Yes
Site Inspection Meeting Certificate (DPW-16 EC) <i>(if applicable)</i>	1 Page	
Proof of 30% Subcontracting participation and related documents in terms of the Preferential Procurement Regulations 2017 <i>(if applicable)</i> .		

* In compliance with the requirements of the CIDB SFU Annexure G

Tender no:

2. ADDITIONAL RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Note: Failure to submit the applicable documents will result in the Tenderer having to submit same upon request within a stipulated time and if not complied with, will result in the tender offer being disqualified from further consideration. [See also C.2.18 of the Standard Conditions of Tender]

Tender document name	Number of pages issued	Returnable document
Any <u>additional</u> information required to complete a risk assessment (<i>if applicable</i>)	-	Yes

3. RETURNABLE DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

Note: Failure to submit the applicable documents will result in the Tenderer having to submit same upon request within a stipulated time and if not complied with, will result in the tender offer being disqualified from further consideration. [See also C.2.18 of the Standard Conditions of Tender]

Tender document name	Number of pages issued	Returnable document
Schedule of proposed sub-contractors (DPW-15 EC) (<i>if applicable</i>)	1 Page	Yes
Particulars of Electrical Contractor (DPW-22 EC) (<i>if applicable</i>)	1 Page	Yes
Mechanical / Electrical / Security Work material and equipment schedules (<i>if applicable</i>)	Pages	Yes
Schedule for Imported Materials and Equipment (DPW-23 EC) (<i>if applicable</i>)	1 Page	Yes

4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

(Insert a tick in the "Returnable document" column to indicate which documents must be returned with the tender)

Note: Failure to submit the applicable documents will result in the tender offer being disqualified from further consideration.

Tender document name	Number of pages issued	Returnable document
Priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts)	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
Fully priced and completed sectional summary- and final summary pages with the tender.	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No

Tender no:

5. ADDITIONAL INFORMATION THAT MAY BE REQUIRED FOR TENDER EVALUATION PURPOSES

Legal Status of Tendering Entity:	Documentation to be submitted with the tender, or which may be required during the tender evaluation:
If the Tendering Entity is:	
a. A close corporation, incorporated prior to 1 May 2011 under the Close Corporations Act, 1984 (Act 69 of 1984, as amended)	Copies of the Founding Statement – CK1
b. A profit company duly registered as a private company. [including a profit company that meets the criteria for a private company, whose Memorandum of Incorporation states that the company is a personal liability company in terms of Section 8(2)(c) of the Companies Act, 2008 (Act 71 of 2008, as amended)].	Copies of: i. Certificate of Incorporation – CM1; ii. Shareholding Certificates of all Shareholders of the company, plus a signed statement of the company's Auditor, certifying each Shareholder's ownership / shareholding percentage relative to the total; and/or iii. Memorandum of Incorporation in the case of a personal liability company.
c. A profit company duly registered as a private company in which any, or all, shares are held by one or more other close corporation(s) or company(ies) duly registered as profit or non-profit company(ies).	Copies of documents referred to in a. and/or b. above in respect of all such close corporation(s) and/or company(ies).
d. A profit company duly registered as a public company.	Copy of Certificate of Incorporation – CM1, and a signed statement of the company's Secretary or Auditor confirming that the company is a public company.
e. A non-profit company, incorporated in terms of Section 10 and Schedule 1 of the Companies Act, 2008 (Act 71 of 2008, as amended).	Copies of: i the Founding Statement – CK1; and ii the Memorandum of Incorporation setting out the object of the company, indicating the public benefit, cultural or social activity, or communal or group interest.
f. A natural person, sole proprietor or a Partnership	Copy(ies) of the Identity Document(s) of: i. such natural person/ sole proprietor, or each of the Partners to the Partnership.
g. A Trust	Deed of Trust duly indicating names of the Trustee(s) and Beneficiary (ies) as well as the purpose of the Trust and the mandate of the Trustees.

Signed by the Tenderer:

Name of representative	Signature	Date

PA-04 (EC): NOTICE AND INVITATION TO TENDER

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

Project title:	KZN All Clients: Dcs, Saps, Justice, Sandf and Others: All Areas: 36 Months Term Contract for Repairs, Servicing and Maintenance of Lifts.
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Tender no:	DBN24/01/01	Reference no:	19/2/3/2/1/762
Advertising date:	12 January 2024	Closing date:	07 February 2024
Closing time:	11:00 am	Validity period:	84 Calendar days

1. REQUIRED CIDB GRADING

It is estimated that tenderers should have a CIDB contractor grading designation of **6 SI** or **6 SI*** or higher.
** Delete "or select tender value range select class of construction works" where only one class of construction works is applicable*

It is estimated that potentially emerging enterprises should have a CIDB contractor grading designation of **select tender value range select class of construction works PE** or **select tender value range select class of construction works PE*** or higher.

** Delete "or select tender value range select class of construction works PE" where only one class of construction works is applicable*

2. FUNCTIONALITY CRITERIA APPLICABLE YES NO

Note 1: Failure to meet minimum functionality score will result in the tenderer being disqualified.

Functionality criteria ¹ :	Weighting factor:
EXPERIENCE Related experience in successful completed Project related to Lift Maintenance. Lift Maintenance project at a value of 2 million and above = 35 Lift Maintenance project at a value of 1,500 million to 1,999 million = 28 Lift Maintenance project at a value of 1 million to 1,499 million = 21 Lift Maintenance project at a value of 500 000 to 999 999 = 14 Lift Maintenance project at a value of less than 499 999 = 7 Proof of projects successfully completed by the Service Provider in lift maintenance. Bidder to submit appointment or letter of award together with letter of completion in lift maintenance.	35
HUMAN RESOURCE Number of Qualified Trade Tested Lift Artisan or Qualified Lift Technician employed by the Service Provider, Proof of employment in a form of an organogram and Trade test certificates or technician Qualifications related to lifts must be attached. 8 or more qualified Lift Artisans = 30 4 to 7 qualified Lift Artisans = 20 2 to 3 qualified Lift Artisans = 10	30

¹The points allocated to each functionality criterion should not be generic but should be determined separately for each tender on a case by case basis.

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

TRANSPORT	
Number of Light Vehicles / Bakkies or Panel Vans owned by Service Provider. 8 or more = 20 4 to 7 = 15 2 to 3 = 5 Proof of log books / Registration Certificates of the vehicles owned by the Company or Lease documentation is needed.	20
EQUIPMENT A. Ownership or Lease of fully equipped workshop, hand tools and test equipment = 10 B. No Lease agreement or No ownership but owns hand tools- carried on LDV or panel van or Bakkie = 5 Proof of Ownership or Rental agreement is needed	10
BANK RATING A = 5 CONTRACTOR MUST HAVE A GOOD FINANCIAL CAPABILITY TO BE VERIFIED BY MEANS OF BANK RATING AND BIDDERS MUST SUBMIT A LETTER OF GOOD FINANCIAL STANDING FROM THEIR BANKS.	5
Total	100 Points

(Weights for functionality must add up to 100. Weightings will be multiplied by the scores allocated during the evaluation process to arrive at the total functionality points)

Minimum functionality score to qualify for further evaluation:	70
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(Total minimum qualifying score for functionality is 50 Percent, any deviation below or above the 50 Percent, provide motivation below)

Department needs to ensure that bidder to be awarded this service is competent and will provide quality work and be able to respond to emergency calls when expected.

3. THE FOLLOWING EVALUATION METHOD FOR RESPONSIVE BIDS WILL BE APPLICABLE:

<input type="checkbox"/> Method 1 (Financial offer)	<input checked="" type="checkbox"/> Method 2 (Financial and Preference offer)
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3.1. Indicate which preference points scoring system is applicable for this bid:

<input checked="" type="checkbox"/> 80/20 Preference points scoring system	<input type="checkbox"/> 90/10 Preference points scoring system	<input type="checkbox"/> Either 80/20 or 90/10 Preference points scoring system
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Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

4. RESPONSIVENESS CRITERIA

4.1. Indicate substantive responsiveness criteria applicable for this tender. Failure to comply with the criteria stated hereunder **shall** result in the tender offer being disqualified from further consideration:

1	<input checked="" type="checkbox"/>	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	<input checked="" type="checkbox"/>	Tender offer must be properly received on the tender closing date and time specified on the invitation, completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	<input checked="" type="checkbox"/>	Use of correction fluid is prohibited. Corrections to be crossed out and initialled.
4	<input checked="" type="checkbox"/>	Submission of a signed bid offer as per the DPW-07 (EC).
5	<input checked="" type="checkbox"/>	Submission of DPW-09 (EC): Particulars of Tenderer's Projects.
6	<input checked="" type="checkbox"/>	Bidders must comply with DPW-21 (EC): Record of Addenda to tender documents, if any.
7	<input checked="" type="checkbox"/>	The tenderer shall submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.
8	<input checked="" type="checkbox"/>	Submission of DPW-16.1 signed by the authorised official and completion of bid briefing attendance register. Attendance of compulsory site briefing for the explanation of the tender document.
9	<input type="checkbox"/>	The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender.
10	<input checked="" type="checkbox"/>	Bidder to be actively registered with CIDB, with a grade of 6SI or higher.
11	<input checked="" type="checkbox"/>	Submission of Public Liability insurance with a minimum value of R5million or above.
12	<input type="checkbox"/>	
13	<input type="checkbox"/>	
14	<input type="checkbox"/>	

4.2. Indicate administrative requirements applicable for this tender. Tenderers may be required to submit the below documents where applicable.

The Employer reserves the right to request further information regarding the undermentioned criteria. Failing to submit further clarification and/or documentation within seven (7) calendar days from request or as specifically indicated, will disqualify the tender offer from further consideration.

1	<input checked="" type="checkbox"/>	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's.
2	<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	<input checked="" type="checkbox"/>	Submission of (PA-11): Bidder's disclosure
4	<input checked="" type="checkbox"/>	Submission of PA-16.1 (EC): Ownership Particulars
5	<input type="checkbox"/>	Submission of documentation relating to risk assessment criteria as contained in C 2.1 of T1.2 Tender Data.
6	<input type="checkbox"/>	Data provided by the Service Provider (C1.2.3) completed.

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

7	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD). Insert the Supplier Registration Number on the form of offer, including proposed sub-contractors if any
8	<input checked="" type="checkbox"/>	All parts of tender documents submitted must be fully completed in ink and signed where required.
9	<input checked="" type="checkbox"/>	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
10	<input checked="" type="checkbox"/>	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
11	<input checked="" type="checkbox"/>	Submission of valid proof workman's compensation (stamped by commissioner of Oaths) (COIDA)
12	<input type="checkbox"/>	
13	<input type="checkbox"/>	
14	<input type="checkbox"/>	
15	<input type="checkbox"/>	

4.3. Indicate administrative requirements applicable for specific goals, Tenderers will not be required to submit the below document if not provided in the original tender proposals, Failure to comply with the criteria stated hereunder shall result in the tenderer not allocated points for specific goals.

1	<input checked="" type="checkbox"/>	Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
2	<input checked="" type="checkbox"/>	A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Certificate issued by a SANAS accredited service provider

5. METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS:

<input checked="" type="checkbox"/>	<p>5.1. For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable.</p> <p>Table 1</p> <table border="1"> <thead> <tr> <th>Serial No</th> <th>Specific Goals</th> <th>Preference Points Allocated out of 20</th> <th>Documentation to be submitted by bidders to validate their claim</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>An EME or QSE which is at least 51% owned by black people (Mandatory)</td> <td>10</td> <td> <ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. </td> </tr> <tr> <td>2.</td> <td>Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)</td> <td>2</td> <td> <ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. </td> </tr> </tbody> </table>			Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim	1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. 	2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder.
Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim												
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. 												
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. 												

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

			<p>Or</p> <ul style="list-style-type: none"> • Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> • Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p> <ul style="list-style-type: none"> • Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</p>
5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> • ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

8.2. For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 2 below are applicable.



NB. The use of one of goal numbers' 4 or 5 is mandatory. The BSC must select either one of the two, but not both.

Table 2

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51%	4	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

	owned by black people (Mandatory)		
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (mandatory)	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p> <ul style="list-style-type: none"> Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDSA).</p>
OR			
5. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

6. BID EVALUATION METHOD

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

This bid will be evaluated according to the preferential procurement model in the PPPFA: (Tick applicable preference point scoring system)

<input checked="" type="checkbox"/> 80/20 Preference points scoring system	<input type="checkbox"/> 90/10 Preference points scoring system	<input type="checkbox"/> Either 80/20 or 90/10 Preference points scoring system
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In case where below/above R 50 000 000 is selected, the lowest acceptable tender will be used to determine the applicable preference point system.

7. ELIGIBILITY IN RESPECT OF RISK TO THE EMPLOYER:

Standard risk management assessment criteria in respect of tenders received for routine projects in the engineering and construction works environments:

Tender offers will be evaluated by an Evaluation Committee based on the technical and commercial risk criteria listed hereunder. Each criterion carries the same weight / importance and will be evaluated individually based on reports presented to the Bid Evaluation Committee by the Professional Team appointed on the project. A tender offer will be declared non-responsive and removed from any further evaluation if any one criterion is found to present an unacceptable risk to the Employer.

In order for the evaluation reports to be prepared by the Professional Team, the Tenderer is obliged to provide comprehensive information on form DPW-09 (EC). Failure to complete the said form will cause the tender to be declared non-responsive and removed from any further consideration. The Employer reserves the right to request additional information over and above that which is provided by the Tenderer on said form. The information must be provided by the Tenderer within the stipulated time as determined by the Bid Evaluation Committee, failing which the tender offer will *mutatis mutandis* be declared non-responsive.

7.1 Technical risks:

Criterion 1: Experience on comparable projects during the past 6 years.

The tendering Service Provider's experience on comparable projects during the past 6 years. The number of current and previous comparable projects performed by the Tenderer as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer will be *mutatis mutandis* declared non-responsive.

Aspects to be regarded as "comparable" includes (but may be extended according to circumstances): size of projects (measured against monetary value or other project quantifying parameters), nature of projects (building, engineering, high/low rise, etc.), locality/area of execution (site-specific influences, knowledge of local conditions, etc.), complexity of project, projects for similar client department irrespective of end purpose of buildings/facilities created or in progress of being created and time scales of projects (normal, fast track, etc.) and stage of its/their development.

Criterion 2: Contractual commitment and quality of performance on comparable projects during the past 6 years.

Adherence to contractual commitments and quality of performance of comparable current and previous projects performed by the Tenderer during the past 6 years as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer be *mutatis mutandis* declared non-responsive.

Aspects to be considered include, but are not limited to the following:

1. The level of progress on current projects in relation to the project programme or, if such is not available/applicable, to the contractual construction period in general;

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

2. The degree to which previous projects have been completed within the contractual completion periods and/or extensions thereto, and the extend of penalties imposed;
3. Project performance: time management & programming of works, timeous ordering of materials and appointment of subcontractors;
4. Financial management: payment to suppliers and cash flow problems;
5. Quality of workmanship: extent of reworks and timeous attention to remedial works;
6. Personnel resources: suitably qualified and experienced, turnover in site staff and labour force, specifically site manager and foreman;
7. Personnel management: extent of labour disputes and ability to resolving labour disputes amicably;
8. Sub-contractors: extent of turnover in subcontractors, general liaison and payment problems experienced;
9. Contract administration: contractual aspects such as complying to laws and regulations, insurances, security, submission of required documentation timeously, reaction to written contract instructions, appointments of subcontractors, etc. as can generally be expected in standard/normal conditions of contract.
10. Health & Safety: adherence to regulations and compliance, and number of transgressions & serious incidents.
11. Plant & equipment: sufficient resources on site and in time.
12. Delays: extent of causing delays, submission of claims timeously, and abuse of or exaggerated delay claims.
13. Final account: extent to which the contractor assisted in finalising the final account.

Criterion 3: Suitably qualified and appropriately experienced human resources

Allocation of suitably qualified and appropriately experienced human resources, both in respect of principals and/or other staff (contract manager, site agent, site foreman including other professional, technical and/or administrative) of the tendering Service Provider to the project, as proof that the tendering Service Provider will be able to react/respond appropriately to the Services required herein. The Company Organogram with CV's and certified ID's of all principals and employed workforce as well as proof of Professional Registration will be verified. Current and future workload of the tenderer in relation to capacity and capability will also be considered. The tenderer should demonstrate that he or she possesses the necessary professional and technical qualifications and -competence in relation to the scope of work and work to be undertaken.

Criterion 4: Attendance of compulsory bid clarification meeting, if applicable

If applicable, submission of confirmation of DPW-16.1 (PSB) attendance of compulsory bid clarification meeting or proof of attending the compulsory virtual meeting by a suitably qualified and experienced representative of the tenderer in terms of PA-04 (EC): Notice and Invitation to Tender.

7.2 Commercial risks:

The financial viability assessment evaluates the risk over the life of the construction period, as to whether the tenderer will be able to deliver the goods and services which are specified in the contract and / or be able to fulfil guarantees or warranties provided for in the contract in order to complete the project successfully for the amount tendered.

Aspects to be considered include but are not limited to, the respective rates tendered, bank rating, financial capability and capacity whether the tenderer has or has access to sufficient financial resources to deliver the goods or services described in the tender documentation (including fulfilling any guarantees or warranty claims), whether the tenderer is not subject to any current or impending legal action (either formal proceedings or notification of legal action) which could impact on the financial standing of the tenderer or the delivery of the goods or services, financial report from auditors as proof of current liquidity, and company or any parent company or investor guarantee/s and financial statements.

8. CONTRACT PARTICIPATION GOAL TARGETS AND CIDB B.U.I.L.D. PROGRAMME

The contractor shall achieve in the performance of the contract the following Contract Participation Goals (CPGs) as described in PG-01.2 (EC): Scope of Work and PG-02.2 (EC): Pricing Assumptions and in accordance with the feasibility study, which forms part of the specifications in the CPG Section of the Specification of this contract.

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

(a)	Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Select
(b)	Minimum Targeted Local Building Material Suppliers Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Select
(c)	Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Select
(d)	cidb BUILD Programme: Minimum Targeted Enterprise Development Contract Participation Goal in accordance with the cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Select
(e)	cidb BUILD Programme: Minimum Targeted Contract Skills Development Goal in accordance with the cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 43495 of 3 July 2020, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Select

(f)	DPWI National Youth Service training and development programme (NYS) – Condition of Contract.	Select
(g)	Labour Intensive Works – Condition of Contract.	Select
(h)		Select
(i)		Select

9. COLLECTION OF TENDER DOCUMENTS

Bid documents are available for free download on e-Tender portal www.etenders.gov.za/www.dpw.gov.za (bidders are encouraged to download these documents for free from websites)

Alternatively; Bid documents may be collected during working hours at the following address. A non-refundable bid deposit of R 500.00 is payable (cash only) on collection of the bid documents.

10. SITE INSPECTION MEETING

A pre-tender site inspection meeting will be held in respect of this tender.

Attendance of said pre- tender site inspection meeting is compulsory

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

The particulars for said pre- tender site inspection meeting or virtual bid clarification / site inspection meeting. are:

Venue:	Department of Public Works (157 Monty Naicker/Former Pine Street) Annex Building : Ground floor (Parkings)		
Virtual meeting link:	N/A		
Date:	24 February 2024	Starting time:	10:00 am

11. ENQUIRIES

11.1. Technical enquiries may be addressed to:

DPWI Project Manager	Xolile Phohlo	Telephone no:	031 314 7261
Cellular phone no	082 851 8477	Fax no:	
E-mail	Xolile.phohlo@dpw.gov.za		

11.2. SCM enquiries may be addressed to:

SCM Official	Senzeni Masondo	Telephone no:	031 314 7078
Cellular phone no		Fax no:	
E-mail	Senzeni.masondo@dpw.gov.za		

12. DEPOSIT / RETURN OF TENDER DOCUMENTS

Telegraphic, telephonic, telex, facsimile, electronic and / or late tenders will not be accepted.

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

All tenders must be completed in non-erasable ink and submitted on the official forms – (forms not to be re-typed).

<p>Tender documents may be posted to:</p> <p>The Director-General Department of Public Works and Infrastructure Private Bag X54315 Durban 4000</p> <p>Attention: Procurement section: Acquisition</p>	<p>OR</p>	<p>Deposited in the tender box at:</p> <p>157 Monty Najcker Department of Public Works Building (opposite Workshop)</p> <p>Box allocated with the same tender number (DBN 24/01/01) @ the entrance.</p>
--	------------------	--

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

11
For Internal & External Use

Effective date: July 2023

Version: 2023/07

**ANNEXURE A TO PA-04 (EC)
NOTICE AND INVITATION TO TENDER:**

Project title:	ALL CLIENTS: ALL AREAS: REPAIRS, SERVICING AND MAINTENANCE OF LIFTS: SAPS, DOJ, SANDF, DCS AND OTHERS
Reference no:	19/2/3/2/1/762

Tender no:	DBN24/01/01		
Advertising date:	12 January 2024	Closing date:	07 February 2024
Closing time:	11:00am	Validity period:	84 Days

The tenderers should have a CIDB contractor grading designation of:

6 SI or higher.

Company Name: _____

CSD Number: _____

CIDB CRS Number: _____

**BIDDERS TO TAKE NOTE OF THE FOLLOWING COMPULSORY
CONDITIONS OF TENDER:**

At a time of tender closing, bidders to note the following for evaluation purposes.

The minimum capacity for this contract award is 2 Qualified Artisans with the trade of Lifts, 2 Bakkies/Light delivery vehicle and a fully equipped workshop with hand tools and testing equipment. Service provider(s) will be evaluated and allocated the contract provided their resources meet the stipulated requirements of the functionality criterion.

Awarded Bidder to provide a work plan coupled with site specific Safety Plan indicating risk assessments.

Service Provider to respond within 1- 3 hours for any call out and provide proof that he/she has sufficient resources on hand, that he/she will be able to address breakdowns timeously and will not make clients wait for a long period. Failure to report to site for a consecutive period of 24 hours the necessary penalties shall be applied. Furthermore, no sub-contracting work would be considered as proof of enterprise experience for any bidder.

Full Name & Surname of Bidder

Capacity

Signature

Date

DPW-07 (EC): FORM OF OFFER AND ACCEPTANCE

Project title:	ALL CLIENTS: ALL AREAS: REPAIRS, SERVICING AND MAINTENANCE OF LIFTS: SAPS, DOJ, SANDF, DCS AND OTHERS.		
Tender no:	DBN24/01/01	Reference no:	19/2/3/2/1/762

OFFER

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

REPAIRS, SERVICING AND MAINTENANCE OF LIFTS: SAPS, DOJ, SANDF, DCS AND OTHERS. KZN REGION

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 TOTAL OFFER INCLUSIVE OF ALL APPLICABLE TAXES (All applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies) IS:

Rand (in words):	
Rand in figures:	R

The award of the tender may be subjected to further price negotiation with the preferred tenderer(s). The negotiated and agreed price will be considered for acceptance as ***a firm and final offer.***

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

THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTITY: (cross out block which is not applicable)

Company or Close Corporation: And: Whose Registration Number is: And: Whose Income Tax Reference Number is: CSD supplier number:.....	OR	Natural Person or Partnership: Whose Identity Number(s) is/are: Whose Income Tax Reference Number is/are: CSD supplier number:.....
--	-----------	--

AND WHO IS (if applicable):

Trading under the name and style of:

*Any reference to words "Bid" or "Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

**Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"

Tender no:

AND WHO IS:

<p>Represented herein, and who is duly authorised to do so, by:</p> <p>Mr/Mrs/Ms: In his/her capacity as:</p>	<p>Note: A Resolution / Power of Attorney, signed by all the Directors / Members / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.</p>
---	--

SIGNED FOR THE TENDERER:

Name of representative	Signature	Date

WITNESSED BY:

Name of witness	Signature	Date

This Offer is in respect of: (Please indicate with an "X" in the appropriate block)

- The official documents
- The official alternative
- Own alternative (only if documentation makes provision therefore)

(N.B.: Separate Offer and Acceptance forms are to be completed for the main and for each alternative offer)

SECURITY OFFERED:

- (a) the Tenderer accepts that in respect of contracts up to R1 million, a payment reduction** of 5% of the contact value (excluding VAT) will be applicable and will be deducted by the Employer in terms of the applicable conditions of contract
- (b) in respect of contracts above R1 million, the Tenderer offers to provide security as indicated below:
- (1) cash deposit of 10 % of the Contract Sum (excluding VAT) Yes No
 - (2) variable construction guarantee of 10 % of the Contract Sum (excluding VAT) Yes No
 - (3) payment reduction of 10% of the value certified in the payment certificate (excluding VAT) Yes No
 - (4) cash deposit of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) Yes No
 - (5) fixed construction guarantee of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) Yes No

NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998) or Short-Term Insurance Act, 1998 (Act 35 of 1998)] or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.

The Tenderer elects as its *domicilium citandi et executandi* in the Republic of South Africa, where any and all legal notices may be served, as (physical address):

.....

*Any reference to words "Bid" or "Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

**Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"

Tender no:

Other Contact Details of the Tenderer are:

Telephone No. Cellular Phone No.

Fax No

Postal address

Banker Branch.....

Registration No of Tenderer at Department of Labour

CIDB Registration Number:

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 Agreement and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work

Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

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

The Tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's 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 (5) working days of the date of such receipt notifies the employer in writing of any reason why he/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

For the Employer:

Name of signatory	Signature	Date

Name of Organisation:	Department of Public Works and Infrastructure
Address of Organisation:	Private Bag X 54315 Durban 4000

*Any reference to words "Bid" or "Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

**Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"
For Internal & External Use

of Offer and Acceptance

WITNESSED BY:

Name of witness	Signature	Date

Tender no:

Schedule of Deviations

1.1.1. Subject:
Detail:
1.1.2. Subject:
Detail:
1.1.3. Subject:
Detail:
1.1.4. Subject:
Detail:
1.1.5. Subject:
Detail:
1.1.6. Subject:
Detail:

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

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

Notes:

1. The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the conditions of tender.
2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract. **(Note: This note must be deleted by the Project Manager/ Consultant(s) when compiling the tender document)**

*Any reference to words "Bid" or "Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

**Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"

DPW-09 (EC): PARTICULARS OF TENDERER'S PROJECTS

Project title:	ALL CLIENTS: ALL AREAS: REPAIRS, SERVICING AND MAINTENANCE UOF LIFTS: SAPS, DOJ, SANDF, DCS AND OTHERS.	
Tender / quotation no:	DBN24/01/01	Closing date: 07 February 2024
Advertising date:	12 January 2024	Validity period: 84 days

1. PARTICULARS OF THE TENDERER'S CURRENT AND PREVIOUS COMMITMENTS

1.1. Current projects

Projects currently engaged in	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commencement date	Contractual completion date	Current percentage progress
1						
2						
3						
4						
5						
6						
7						
8						



Tender no:

1.2. Completed projects

Projects completed in the previous 5 (five) years	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commencement date	Contractual completion date	Date of Certificate of Practical Completion
1						
2						
3						
4						
5						
6						
7						
8						
9						

Name of Tenderer	Signature
	Date

DPW-09 (EC): PARTICULARS OF TENDERER'S PROJECTS

Project title:	ALL CLIENTS: ALL AREAS: REPAIRS, SERVICING AND MAINTENANCE OF LIFTS: SAPS, DOJ, SANDF, DCS AND OTHERS.		
Tender / quotation no:	DBN24/01/01	Closing date:	07 February 2024
Advertising date:	12 January 2024	Validity period:	84 days

1. PARTICULARS OF THE TENDERER'S CURRENT AND PREVIOUS COMMITMENTS

1.1. Current projects

Projects currently engaged in	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commencement date	Contractual completion date	Current percentage progress
1						
2						
3						
4						
5						
6						
7						
8						

Tender no:

1.2. Completed projects

Projects completed in the previous 5 (five) years	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commencement date	Contractual completion date	Date of Certificate of Practical Completion
1						
2						
3						
4						
5						
6						
7						
8						
9						

Name of Tenderer	Date
Signature	Date

DPW-16 (EC): SITE INSPECTION MEETING CERTIFICATE

Project title:	ALL CLIENTS: ALL AREAS: REPAIRS, SERVICING AND MAINTENANCE OF LIFTS: SAPS, DOJ, SANDF, DCS AND OTHERS		
Tender / Quotation no:	DBN24/01/01	Reference no:	19/2/3/2/1/762
Closing date:	07 FEBRUARY 2024		

This is to certify that I, _____ representing

_____ in the capacity of

_____ visited the site on: *insert date*

I have made myself familiar with all local conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the site inspection meeting and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

Name of Tenderer	Signature	Date

Name of DPW Representative	Signature	Date

DPW-21 (EC): RECORD OF ADDENDA TO TENDER DOCUMENTS

Project title:	ALL CLIENTS: ALL AREAS: REPAIRS, SERVICING AND MAINTENANCE OF LIFTS: SAPS, DOJ, SANDF, DCS AND OTHERS		
Tender no:	DBN24/01/01	Reference no:	19/2/3/2/1/762

1. I / We confirm that the following communications received from the Department of Public Works and Infrastructure before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer. *(Attach additional pages if more space is required)*

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		

Name of Tenderer	Signature	Date

2. I / We confirm that no communications were received from the Department of Public Works and Infrastructure before the submission of this tender offer, amending the tender documents.

Name of Tenderer	Signature	Date



PA-11: 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 (1) 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 of State institution

(1) the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES / NO

2.2.1 If so, furnish particulars:

.....

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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

This form has been aligned with SBD4

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".



PA-14: MEDICAL CERTIFICATE FOR THE CONFIRMATION OF PERMANENT DISABLED STATUS

Project title:	<i>All Clients: All Areas: Repairs, Servicing and Maintenance of Lifts: Dcs, Saps, Justice, Sandf and Others : 36 Months.</i>		
Tender / Bid no:		Reference no:	19/2/3/2/1/762

I, _____ (surname and name),
 identity number, _____ do hereby declare that I am a registered medical
 practitioner, with my practice number being _____, practising at
 _____ (Physical or postal addresses)
 declare that I have examined Mr. / Ms. _____,
 identity number _____ and have found the said person to be
 permanently disabled or having a recurring disability.

“Disability” means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.” –

The nature of the disability is as follows:

Thus signed at _____ on this _____ day of _____ 20____

 Signature

 Date

**OFFICIAL STAMP OF
 MEDICAL PRACTITIONER**

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

_____ (Legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place)

on _____ (date)

RESOLVED that:

- The Enterprise submits a Bid / Tender to the Department of Public Works in respect of the following project:

_____ (Project description as per Bid / Tender Document)

Bid / Tender Number: _____ (Bid / Tender Number as per Bid / Tender Document)

- *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign the Bid / Tender, and any and all other documents and/or correspondence in connection with and relating to the Bid / Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid / Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			

17			
18			
19			
20			

The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed.

Note:

- * Delete which is not applicable.*
- NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
- In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
- Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
- Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP

PA-15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

1. The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises:

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

to the Department of Public Works in respect of the following project:

(Project description as per Bid /Tender Document)

Bid / Tender Number: _____ *(Bid / Tender Number as per Bid / Tender Document)*

2. *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ *(Position in the Enterprise)*

and who will sign as follows: _____

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

3. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
4. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: _____

_____ *(code)*

Postal Address: _____

 _____ (code)

Telephone number: _____

Fax number: _____

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

RESOLVED that:

- A. The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Department of Public Works in respect of the following project:

(Project description as per Bid /Tender Document)

Bid / Tender Number: _____ *(Bid / Tender Number as per Bid /Tender Document)*

PA-15.3: Special Resolution of Consortia or Joint Ventures

B. *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

D. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.

E. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item D above.

F. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.

G. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: _____

_____ (Postal code) _____

Postal Address: _____

_____ (Postal code) _____

Telephone number: _____

Fax number: _____

PA-15.3: Special Resolution of Consortia or Joint Ventures

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

The bidding enterprise hereby absolves the Department of Public Works & Infrastructure from any liability whatsoever that may arise as a result of this document being signed.

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the consortium/joint venture submitting this tender, as named in item 2 of Resolution PA-15.2.
3. Should the number of the Duly Authorised Representatives of the Legal Entities joining forces in this tender exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.
4. Resolution PA-15.2, duly completed and signed, from the separate Enterprises who participate in this consortium/joint venture, must be attached to this Special Resolution (PA-15.3).

PA-16.1 (EC): OWNERSHIP PARTICULARS

- NB:** 1. This form is to be read with the Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), the Preferential Procurement Regulations, 2011, the Notice and Invitation to Tender and the Tender Data pertaining to this Tender, and completed according to the definitions and information contained in said documents.
2. **Failure to complete this form may result in the tender being disqualified.**

Project title:	ALL CLIENTS: ALL AREAS: REPAIRS, SERVICING AND MAINTENANCE OF LIFTS: SAPS, DOJ, SANDF, DCS AND OTHERS
Tender no:	DBN24/01/01

1. PARTICULARS OF TENDERER

Name of Tendering Entity (the Tenderer):
 (must correspond with the Form of Offer and Acceptance DPW-07 (EC) in Section C1.1)

Physical Address:	Postal Address:
---	---

Company/CC Registration No:	Tenderer's Income Tax Reference No:
Company VAT Registration No:	

Name of the duly authorized Representative of the Tenderer:
 (must correspond with the Resolution PA-15.1, PA-15.2 and/or PA-15.3)

Telephone:	Facsimile:
----------------------------	----------------------------

Is the Tenderer a <input type="checkbox"/> public* or <input type="checkbox"/> private company?

(*Preference points may not be awarded to public companies)

PA-16.1 (EC): Preference Points Claim Form and Affidavit

2. LIST ALL PROPRIETORS, MEMBERS OR SHAREHOLDERS BY NAME, IDENTITY NUMBER, CITIZENSHIP, PRE 1994 ELECTION FRANCHISE-STATUS AND OWNERSHIP, AS RELEVANT

Name #	Identity/Registration Number	Citizenship ##	HDI-Status ### Qualify as HDI by virtue of not having had any franchise in elections prior to 1983 or 1994		Date of Ownership	Percentage Owned	Percentage Voting	Percentage of time devoted to the Tendering Entity
			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
1.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
2.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
3.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
4.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
5.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
6.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
7.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
8.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
9.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
10.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
11.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
12.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				

where Owners are themselves a Company, Close Corporation, Partnership etc, identify the ownership of the Holding Company, together with Registration number
state date of South African citizenship obtained
state "Yes" or "No" (refer to definitions contained in the PPPF Act, 2000 (Act 5 of 2000) and the Preferential Procurement Regulations, 2011)

PA-16.1 (EC): Preference Points Claim Form and Affidavit

3 The following documentation must be included in the tender as part of the Returnable Documents. Failure to provide the said documentation may result in the tender being disqualified.

Legal Status of Tendering Entity: If the Tendering Entity is:	Documentation to be submitted with the tender:
a. A Close Corporation, incorporated under the Close Corporation Act, 1984 (Act 69 of 1984)	Certified copies of the Founding Statement – CK1
b. A private Company having share capital, incorporated under the Companies Act, 1973 (Act 61 of 1973) [including Companies incorporated under Art 53(b)]	Certified copies of: i. Certificate of Incorporation – CM1, and ii. Shareholders Certificates of all Members of the Company, plus a signed statement of the Company's Auditor, certifying each Member's ownership /shareholding percentage relative to the total.
c. A private Company having share capital, incorporated under the Companies Act, 1973 (Act 61 of 1973) in which any, or all, shares are held by another Close Corporation or Company with or without share capital	Certified copies of documents referred to in a. and/or b. above in respect of all such Close Corporation(s) and/or Company(ies).
d. A public Company having share capital, incorporated under the Companies Act, 1973 (Act 61 of 1973) [including Companies incorporated under Art 21]	A signed statement of the Company's Secretary confirming that the Company is a public Company.
e. A natural person or a Partnership	Certified copy of the Identity Document of: i. such natural person, or ii. each of the Partners to the Partnership.
f. A Trust	Deed of Trust.

PA-16.1 (EC): Preference Points Claim Form and Affidavit

4. Identify by name, HDI-status and length of service, those individuals (including Owners and non-Owners) responsible for the day-to-day management and business decisions:

	Name	HDI-status ###			Length of service (years)
		Qualify as HDI by virtue of not having had any franchise in elections prior to 1983 or 1994	Qualify as HDI by virtue of being female	Qualify as HDI by virtue of having a disability	
<u>FINANCIAL DECISIONS</u>					
Cheque signing Signing & Co-signing for loans		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Acquisition of lines of credit		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Sureties		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Major purchase or acquisitions		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Signing contracts		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<u>MANAGEMENT DECISIONS</u>					
Estimating		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Market and sales operations		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Hiring and firing of management personnel		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Supervision of office personnel		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Supervision of Field / Production activities		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

state "Yes" or "No" (refer to definitions contained in the PPPF Act, 2000 (Act 5 of 2000) and the Preferential Procurement Regulations, 2011)

PA-16.1 (EC): Preference Points Claim Form and Affidavit

PA-16.1 (EC): Preference Points Claim Form and Affidavit

5. If this tender offer is submitted by a Consortium or Joint Venture, provide the following information regarding the Participation Parameter of each of the Tendering entities relative to the project tendering for:

Name of Consortium / Joint Venture Partner	Participation Parameter expressed as a percentage
1. %
2. %
3. %
4. %
5. %

NB: If submitting a tender offer in Consortium or Joint Venture, a copy of the proposed Consortium or Joint Venture Agreement must be submitted together with the Offer for scrutiny purposes during the Evaluation stage. All other requirements for deliverable documents pertaining to Consortium / Joint Ventures, as described in the Tender Data, must, in addition hereto, be adhered to. Information required in Sections 1 to 5 of this form must be provided separately in respect of each Consortium or Joint Venture Partner.

6. List the following personnel or external firms who provide the following services:

Service	Name	Contact Person	Telephone
Accounting			
Legal			
Auditing			
Banking			
Insurance			

PA-16.1 (EC): Preference Points Claim Form and Affidavit

PA-16.1 (EC): Preference Points Claim Form and Affidavit

7. DECLARATION:

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the Tenderer, hereby confirms that:

- 7.1 The information and particulars contained in this Affidavit are true and correct in all respects;
- 7.2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), the Preferential Procurement Regulations, 2011, and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;
- 7.3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;
- 7.4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;
- 7.5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;
- 7.6 The Tenderer understands that, once the tender herein has been awarded and it is later detected by the Employer that a preference relating to Ownership in terms of the Act and Regulations has been intentionally misrepresented or fraudulently claimed, the Employer will have recourse against such party as stipulated in Regulation 15 of the Preferential Procurement Regulations, 2011 and/or to impose a penalty amount equal to Y%, of the Offered Total of Prices (inclusive of Value Added Tax), tendered in the Form of Offer and Acceptance (section C1.1), calculated separately for each Ownership category misrepresented or fraudulently claimed; where Y is the maximum number of points allocated for each individual Ownership description provided in the Notice and Invitation to Tender (PA-04 EC), to a combined maximum of 10%. Furthermore: failure to achieve the tendered Contract Participation Goal will be penalized by a penalty amount as described in the Tender and Contract Conditions Pertaining to Contract Participation Goal (Participation of Targeted Enterprises) (PA-16.2 EC).

Signed by the Tenderer

Name of representative	Signature
	Date



PA-16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 Preference Points System to be applied

(tick whichever is applicable).

- The applicable preference point system for this tender is the **80/20** preference point system.
- The applicable preference point system for this tender is the **90/10** preference point system.
- Either the **90/10** or **80/20** preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender shall be awarded for:

1.3.1 Price; and

1.3.2 Specific Goals

1.4 The maximum points for this tender are allocated as follows:

	80/20
PRICE	80
SPECIFIC GOALS	20
Total points for Price and Specific Goals	100

Breakdown Allocation of Specific Goals Points

1.5.1. For procurement transaction with rand value greater than R2 000. 00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable.

Table 1

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in KZN Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> • Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> • Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> • Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> • Lease Agreement which is in the name of the bidder.
3.	An EME or QSE which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p> <ul style="list-style-type: none"> • Medical Certificate indicating that the disability is permanent.

			<p>Or</p> <ul style="list-style-type: none"> • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> • National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).
5.	An EME or QSE which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> • ID copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

1.5.2. For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 2 below are applicable.

Table 2

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> • Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> • Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> • Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p>

			<ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p> <ul style="list-style-type: none"> Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</p>
5.	An EME or QSE or any entity which is at least 51% owned by youth (Mandatory)	2	<ul style="list-style-type: none"> ID copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

1.5.3. For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 3 below are applicable.

NB. The use of one of goal numbers' 4 or 5 is mandatory. The BSC must select either one of the two, but not both.

Table 3

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
-----------	----------------	---------------------------------------	--

1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> • Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> • Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> • Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> • Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (mandatory)	2	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p> <ul style="list-style-type: none"> • Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p>

		<p style="text-align: center;">OR</p> <p>5. <input type="checkbox"/> An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory</p>	2	<p>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</p> <ul style="list-style-type: none"> • ID copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
--	--	---	---	--

- 1.6 Failure on the part of the tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals, if the service provider/ tenderer did not submit proof or documentation required to claim for specific goals will be interpreted to mean that preference points for specific goals are not claimed.
- 1.7 The organ of state reserves the right to require of a service provider/tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets

- through public auctions; and
 (e) "the Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1. THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) & \mathbf{Or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right)
 \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right)
 \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1,2 and 3 above as may be supported by proof/ documentation stated

in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 4: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. An EME or QSE (or any entity for procurement transaction with rand value greater than R 1 Million) which is at least 51% owned by black people .	10	
2. Located in KZN Province area for work to be done or services to be rendered in that area	2	
3. An EME or QSE (or any entity for procurement transactions with rand value greater than R 1 Million) which is at least 51% owned by black women	4	
4. An EME or QSE (or any entity for procurement transactions with rand value greater than	2	

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
R 1 Million) which is at least 51% owned by black people with disability		
5. An EME or QSE (or any entity for procurement transaction with rand value greater than R 1 Million) which is at least 51% owned by black youth.* (only one specific goal is applicable between specific goal number 4 and specific goal number 5 under 90/10 Preference Point System)	2	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

.....

.....



PA-40: DECLARATION OF DESIGNATED GROUPS

Tender no:

Name of Tenderer EME¹ QSE² Non EME/QSE (tick applicable box)

1. LIST ALL PROPRIETORS, MEMBERS OR SHAREHOLDERS BY NAME, IDENTITY NUMBER, CITIZENSHIP AND DESIGNATED GROUPS.

Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in Rural (R) / Under Developed Area (UD) / Township (T) / Urban (U).	Indicate if military veteran
1.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
8.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
9.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
10.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
11.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
12.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No

Where Owners are themselves a Company, Close Corporation, Partnership etc, identify the ownership of the Holding Company, together with Registration number
State date of South African citizenship obtained (not applicable to persons born in South Africa)

- 1 EME: Exempted Micro Enterprise
- 2 QSE: Qualifying Small Business Enterprise

PA- 40: DECLARATION OF DESIGNATED GROUPS

Tender no:

2. DECLARATION:

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the Tenderer, hereby confirms that:

- 1 The information and particulars contained in this Affidavit are true and correct in all respects;
- 2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;
- 3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;
- 4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;
- 5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

Signed by the Tenderer

Name of representative	Signature
	Date

BID NUMBER:
REPUBLIC OF SOUTH AFRICA
DEPARTMENT OF PUBLIC WORKS



BID
FOR THE
GOVERNMENT BUILDING: ALL AREAS: ALL CLIENTS: SERVICE,
REPAIRS AND MAINTENANCE OF LIFTS
IN THE
KWAZULU-NATAL PROVINCE:
DURBAN REGIONAL OFFICE JURISDICTION
FOR THE PERIOD OF 36 MONTHS

*OFFICE OF THE REGIONAL MANAGER
DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE
PRIVATE BAG X54315
DURBAN 4000*

DATE: 2023/09/06

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TERM CONTRACT

This is a term contract for **36 months** and will cover all or some of the following requirements;

- Day to day repairs(maintenance)
- Services required on monthly and annually as is stipulated in the tender document.
- Replacing of items directly linked to this specific tender as is requested.
- Repairs will cover schedule and non-schedule items.
- Rates for non-schedule items for normal and overtime is catered for
- All kilometers travelled within the Durban Regional Office jurisdiction is measured from Durban as per return trip designated as Zone 1; 2; 3 and 4 respectively.(N/A)

Rates

- The rates in the price segment include a year 1, 2 and year 3 this is applicable to the term of 36 months.
- The duration of this term contract is divided into **36 months** which would not necessary calculate from January to December.
- **Example:** This means that a term contract awarded on the 05/03/2024 the rates applicable to year one will be from the 05/03/2024 to 05/03/2025 and the same will apply with the 2nd and 3rd 12 months
- **Rates for repairs and services must include transport, spares, sundries and all other requirements to complete the request successfully.**

Special Conditions of Contract (SCC)

- The SCC must be carefully read and complied with in all aspects.
- All procedures must be adhered to.
- The segregation of responsibilities and duties between the NDPW and the successful Bidder is clearly indicated and must be adhered to.
- The accountability by the successful bidder must be understood and adhered to at all time.
- The understanding of the SCC is crucial to the success or failure of this BID
- The SCC will not be compromised during any stage of this Term Contract
- Should any clause or sentence not be understood please enquire with the Chief Works Manager or the responsible works manager dealing with this contract for clarity.
- Qualifications required in whatever trade will be requested in this document as well and failure to adhere to these requirements can nullify your bid
- All services are deem to be Schedule.
- All repairs are deem to be Non Schedule.

End of explanation of what a term contract is.

SPECIAL CONDITIONS OF CONTRACT (SCC) FOR TERM CONTRACTS ONLY

1. VALUE-ADDED TAX

All prices, rates, tariffs etc. in this tender document shall exclude Value-Added Tax (VAT).

2. PRICES

2.1 All prices for items in this document shall include for additional costs, if any, which may occur during this Term Contract as well as for the supply of all scaffolding and normal plant and everything necessary for the proper execution of the work.

2.2 Contract tariffs shall remain fixed for the duration of the Term Contract and no price adjustment shall be allowed except for increase in VAT.

2.3 There are penalties that will be charged to service provider when failing to attend an Emergency on this project. Further details are amended on Additional notes to tenderers document

2.4 This is purely a service, repairs and maintenance term contract for 36 months on existing lifts.

2.5 No modernization or upgrade will be allowed only in terms of redundant parts to be replaced on existing operational lifts ensuring an operational lift.

2.6 As this is day to day maintenance, unplanned and unpredictable the offer of acceptance is therefore an estimate and will vary, meaning that the collective payouts at the end of the 36 month term can exceed or be less than the offer of acceptance.

2.7 The National Department of Public Works Regional Office Durban cannot be held accountable should the total payout at the end of the 36 month term be less than the offer of acceptance.

3. THE BID

The pages of this BID are numbered consecutively or as is numbered in the bid document. The BIDDER shall, before submitting his BID, check the numbers of the pages and should any be missing or duplicated, or the reproduction be indistinct, or if any doubt exists as to the full intent or meaning of any description, or this BID contains any obvious errors, the BIDDER shall obtain a directive in writing from the Department.

The text of this BID and other document as prepared by the Department shall be adhered to and no alteration, erasure, omission or addition thereto by the BIDDER shall be accepted.

4. DOCUMENTS

Should there be any contradiction between these Special Conditions of Contract and the General Conditions of Contract: PA-10 the SCC will take preference. Any other contradictions must be brought to the attention of the relevant official who will make a ruling, and such ruling will be final if applicable.

The following documents shall be read in conjunction with this BID.

- a) General Conditions of Contract (GCC): PA-10
- b) Occupational Health and Safety Act, Act no 85 of 1993.
- c) Municipal by-laws and any special requirements of the Local Authority pertaining to this particular contract.
- d) The Special Conditions of Contract(SCC)

The BIDDER shall study these documents and acquaint himself with the contents thereof as no claims in this regard shall be accepted.

The above mentioned documents are available from the office of the Regional Manager: Durban Regional Offices, Durban.

5. PROVISIONAL QUANTITIES

All quantities in this BID document are provisional and inserted in order to obtain competitive tenders. The Department reserves the right to increase or decrease quantities and exclude or includes installations during the term of the contract and such increases or decreases shall not alter the rates for any item.

6. RATES

6.1 Each item to be serviced as listed in this tender document must be priced. "No cost", "R0.00", "Free", "N/A" or unfair and unreasonable tariffs for servicing shall not be accepted and may lead to disqualification of the BID. The Department reserves the right to make such adjustments to individual tariffs in these schedules as may be necessary to eliminate errors, discrepancies or what they consider to be unreasonable or unbalanced rates.

6.2 This is not a lump sum term contract. (Refer to item 2 Prices 2.5)

6.3 Any deviations, remarks or "refer to" where rates are required was not completed will be deemed as an alternative offer and will render the BID non responsive.

7. DURATION

The duration of the term contract shall be **36 months** from the commencement date, unless terminated earlier in terms of any other clause of the Special Conditions of Contract. (SCC) and General Conditions of Contract are breached.

8. ACCESS TO PREMISES

The Contractor undertakes to:

- a) Arrange with the occupants of buildings regarding access to the premises in order to execute the required service.
- b) Take adequate precautions to prevent damage to buildings, to fittings and furnishing inside the premises and elsewhere on the site.
- c) Accept liability and to indemnify the Department against any claims whatsoever arising from his conduct and/or the conduct of his employees.

- d) Safeguard all his employees in accordance with the regulations of the Unemployment Insurance Act 1966, (Act no 30 of 1966) and any amendments thereof.
- e) Comply with all by-laws and requirements of the Local Authority.
- f) Carry out maintenance, servicing and repairs during normal working hours.

9. ACCESS CARDS TO SECURITY AREAS

Should the work fall within a security area, the Contractor shall obtain, either from the S A National Defense Force, Correctional Services, S.A. Police Service or Client Department access cards for his personnel and employees who work within such an area where applicable.

The Contractor shall comply with any regulations or instructions issued from time to time, concerning the safety of persons and property, by the S A National Defense Force or SA Police Service etc.

10. SECURITY CHECK ON PERSONNEL

The Department or the Chief of the S A National Defense Force, Correctional Services or the Commissioner of the S A Police Service may require the Contractor to have his personnel or a certain number of them security classified.

In the event of either the Department, the Chief of S A National Defense Force, DOJ&CD, Department of Correctional Services, Commissioner of the S A Police Service and other Client Departments requesting the removal of a person or persons from the site for security reasons, the Contractor shall do so forthwith and the Contractor shall thereafter ensure that such person or persons are denied access to the site and/or to any documents or information relating to the work.

10.1 DRESS CODE

The following dress code must be adhered to at all times by all workers during the execution of this Term Contract

- Workers must have a COMPANY WORK SUIT with the company logo on it.
- Must have clear identification tags with name number and a photograph openly displayed with the company logo as background.
- The dress code must adhere to the OHSA in terms of protection for all workers for this particular service.
- Failure to adhere to the above criteria will result in the workers not gaining entry to any site for this particular service.

10.2 TRAINED STAFF

The Contractor shall use competent trained staff directly employed and supervised by him and shall take all the necessary steps to maintain the installations and keep it in perfect working

condition. The Department reserves the right to inspect the Bidder's premises for plant, equipment and general good management before the bid is awarded.

11. COMPETENT LIFT MECHANIC (LIFTS REGULATION 7)

The successful bidder will ensure that competent lift mechanics are employed or the employee has qualified as follows in one or all of the below;

1. Has completed a learnership or an apprenticeship in the trade of lift mechanic as per item "Maintenance Item 7(a)" of the OHSA
2. Has completed an electrical or mechanical trade qualification and has at least one year post qualification general practical experience on lifts or "Maintenance Item 7(b)" of the OHSA
3. Competent lift mechanics who has completed/ obtained a minimum NQF level 2 in the maintenance or installation of lifts escalators and passenger conveyor "Maintenance Item 7l" of the OHSA

Note:

A Statement of Experience gained and on what type of equipment shall be submitted with the tender if required.

12. MATERIAL OF EQUAL QUALITY (N/A)

13. REDUNDANT MATERIAL, RUBBISH AND WASTE (If applicable)

All redundant material and parts shall remain the property of the Government and shall be left on site and stored in a room designated therefore by the Caretaker or person in charge of the plant or building against the job card as a receipt. A copy of the job card shall be left with the Caretaker or person in charge for audit purposes. The original job card shall be attached to the invoice. Failure to comply with this requirement shall lead to payments not being effected within the prescribed period of 31 days.

All redundant material or parts shall be labeled with the complaint number for the repair work.

After an inspection of all material and parts that are obsolete/unserviceable/of no value to the Regional Manager, the Contractor shall be notified in writing to remove and dispose of such material and parts during his next service call. The material and parts shall then become the property of the Contractor and the removal and disposing thereof shall be for the Contractor's account.

All rubbish and waste shall be removed from the site by the Contractor, and the plant / rooms shall be kept in a clean and neat condition. (Where applicable)

14. ASSOCIATED ELECTRICAL WORK (N/A)

Note:

All such work shall be carried out by, or under the supervision of a qualified person, and comply with the Occupational Health and Safety Act (Act No 85 of 1993)

15. SCOPE OF CONTRACT

This contract is for the maintenance and servicing **for one hundred and twenty five lifts for a period of 36 months**. All repairs will done on a quotation bases in the KWAZULU-NATAL PROVINCE within the DURBAN REGIONAL OFFICE JURISDICTION, in properties, namely official messes in Customs and Court Buildings, subjected to a exit clause/termination clause

The Contractor shall submit to Head of the Sub Directorate Technical Maintenance a **program with fixed calendar dates when equipment will be serviced** within 7 days after the contract has been awarded, to enable the Head of the Sub Directorate Technical Maintenance to arrange for inspections. (If applicable)

Any deviations from this program shall be brought to the attention of the **Head of the Sub Directorate Technical Maintenance** by facsimile at least 7 days prior to the due servicing dates.

The Contractor shall supply, at his own cost, all consumable material such as oil, grease, waste, hacksaw blades, welding rods and material for all other forms of welding, insulation tape, cleaning materials and chemicals etc. necessary for the proper execution of repairs, maintenance and servicing. **No claims for consumables shall be accepted.**

16. SUB CONTRACTING

Should the Contractor wish to make use of sub-contractors, the service provider shall apply to the Department for written approval before making use of their services.

Where repairs are required to specialized items of equipment the Contractor shall arrange for such work to be carried out by specialists/or aided by a subcontractor to fast tract service delivery. This will be considered only under extreme circumstances per service and must be approved by the Department of Public Works Control Works Manager or Chief Works Manager.

Each request will be dealt with on merit before written approval will be granted.

The Department will only deal with the service provider who has the contract and not the subcontractor/s

No mark-up or handling fees on sub-contractor's invoices shall be accepted.

17. PREVENTATIVE MAINTENANCE SERVICE SCHEDULES

Servicing shall be carried out strictly as stated on the service schedules and the Contractor shall after each service submit the service sheet, completed job card and invoice must be handed in to the Registry section at DPWI Durban Regional Offices.

The Contractor shall make his own arrangements for printing and duplicating of service schedules and job cards.

The service schedule shall be countersigned by the officer in charge (**Head of Facilities**) of the building in which the equipment is situated and he shall endorse the schedule to the effect that the equipment is, in his opinion, operating satisfactorily.

18. OFFICIAL ORDER FOR REPAIRS

- a) An official order for repairs shall be issued to the Contractor.
- b) Instructions for repairs may only be issued to Contractors by officials of this Department (DPW/ DURBAN) who are the appointed persons responsible to issue the instruction. For each repair the complaint number issued for that repair as well as details regarding the defects shall be faxed to the Contractor or can be collected at NDPWI-OFFICE in Durban.

Any instruction given by the Client and attended to by the contractor will not be honored by DPW but by the Client Department.

- c) No payments shall be made for work executed without the necessary written authority, such as the complaint number, quotation, official order number and signed job cards.
- d) **No services monthly, or other** must be attended to without the proper authority from DPW irrespective if job cards have been signed by the client department they will not be honored or paid by DPW Durban.
- e) Payments can be delayed if order numbers and complaint numbers do not appear on the quotations and invoices submitted for payment.
- f) It is the contractor's responsibility to ensure that the prices quoted for is the same on the invoice to the cent any variations could result in a delay in payment.

19. EXECUTION OF REPAIRS

In the event of repairs having to be carried out urgently during the course of a programmed service, an after service report detailing such repairs shall be reported immediately to the Head of the Technical Maintenance for further instructions and/or authority to proceed.

No work may be carried out without prior instruction from the Head of the Technical Maintenance.

The Contractor shall respond to all normal breakdown calls within 3 (THREE) hours of receipt of the call, and 4 (four) normal working hours inclusive of the 1 hour response time to complete the repair. Should this not be possible it is the responsibility of the Contractor to obtain an extension of time? The written request shall clearly state the reasons for the extension. Permission for extension shall be in writing.

For emergency services the response time shall be within 3 hour from the receipt of the call night or day.

In the event of the contractor not responding in the required time, the Department reserves the right to call on any other contractor to carry out the service. Any additional cost incurred shall be for the account of the successful bidder.

19.1 RESPONSIBILITY

It is the Service Providers responsibility to inform the Client on site of any delays that will inconvenience the Client's service delivery negatively on their external clients over a specific time.

20. JOB CARDS FOR REPAIRS

Job cards shall be completed in all respects for each and every repair undertaken. Job cards shall be in accordance with the example included in this document and duplicating or printing thereof shall be for the Contractor's own cost.

Job cards shall be completed in triplicate (Client, DPW, and Contractor) legibly in ink after completion of each repair and all unused lines shall be ruled through. The job card must be submitted with the invoice, the contractor shall submit a copy of the fully completed job card to the User Department for audit purposes and for verification of the deletion of the unused lines. Incomplete and incorrect job cards shall be returned to the contractor with his invoice.

21. ACCOUNTS FOR SERVICING AND REPAIRS

Accounts for servicing shall be accompanied by a Service Schedule.

Accounts for repairs executed, shall be accompanied by a job card.

The contractor shall cross-reference all prices and tariffs on invoices with the applicable prices and tariffs in the tender document.

Note: Any overpayments discovered at a later stage shall be rectified and the Department shall recover the overpayment.

The appointed bidder shall structure his quote and invoice to include the item numbers as per the tender Document.

22. PAYMENT TO CONTRACTORS

Accounts can be submitted weekly or monthly. Payments of accounts complying with all the requirements shall be **made within 30 days electronically into the contractors banking account after receipt thereof.**

22.1 CONTRACTORS QUOTATIONS, ORDER NUMBERS AND INVOICES

- Prices must be clear with no corrections, no tippex must be used on the quotation and invoice
- No physical corrections on either the quotation or invoice will be accepted
- The price on the invoice must correspond with the price on the quotation and order number.
- Only original invoices are accepted, no copies allowed.
- Because of the nature of services and repair work, being mostly of an urgent requirement, orders will only remain active for payment for a period of three (3) months.
- Contractors must thus ensure that their invoices and supporting documents are submitted within a period of three months or give written notice via fax or letter to the Head: Supply Chain Management, citing the problem.

22.2 CRITERIA APPLICABLE TO TAX INVOICES

A tax invoice must contain the following:

- The words 'tax invoice' in a prominent place;
- the name, address and registration number of the supplier;
- the name and address of the recipient;
- an individual serialized number and the date upon which the tax invoice is issued
- a description of the goods or services supplied;
- the quantity or volume of the goods or services supplied;
- either-
 - (i) The value of the supply, the amount of tax charged and the consideration for the supply; or
 - (ii) Where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.
- close corporation of company registration number

23. PROFIT ON MATERIAL (NON SCHEDULE ITEMS)

Percentage mark-up is allowed on non-scheduled material, equipment and requirements only and not on labour, transport and sub-contractor's services. The percentage mark-up shall then be calculated on the price excluding VAT.

23.1 REQUEST FOR SUPPLIERS INVOICE FOR NON SCHEDULE ITEMS (NSI)

Request for a SUPPLIERS INVOICE for NSI will be requested by the Works Managers and must be adhered to at all times, if and when this is requested.

No NSI must be attended to without prior approval from the relevant Control Works Manager or Chief Works Manager, should the service provider transgress this rule payments will not be honored by DPW R/O DBN.

The suppliers invoice must comply with the following criteria, which will be deemed acceptable to the DPW;

- Must be on a Company Letter Head
- Prices must be clear with no corrections , no tippex must be used on the quotation and invoice
- No physical corrections on either the quotation or invoice will be accepted
- The price on the invoice must correspond with the price on the quotation and order number.
- The supplier's address and contact details must be clear and current (contactable)
- The items listed on the supplier's invoice must be related to the service in question
- Failure to comply with the above will result in nonpayment or a delay to this particular payment

24. TRANSPORT COST (NOT APPLICABLE TO THIS BID)

Transport cost will include the cost of wages and overheads for personnel during transport to the site and running cost of the vehicle.

- (a) Transport cost will be calculated from the **Durban Regional Office in Durban as per the attached map zone 1 to 4**. Transport cost involved for any additional instructions executed on the same day or at the same institution or building will be calculated from point "A" (the first instruction) to point "B" (second instruction) to point "C" (third instruction) etc. Under no circumstances will separate transport costs for instructions executed on the same day or at the same institution or building in the same areas be allowed.
- (b) The Contractor shall make the necessary arrangements to have the required material or equipment available to execute the scheduled repairs, therefore no claims for delivery cost or transport cost to collect material or equipment for scheduled repairs shall be accepted.

25. INVENTORY REQUIREMENT (If applicable)

A complete inventory must be completed of all installations and equipment relating to this service on all the properties which is affected by this service contract.

The inventory will be discussed in greater detail at the Service Level Agreement Meeting which will be held with the successful service provider.

This inventory is compulsory and must be submitted in a **hard copy and electronic format** after the first service has been completed

26. CANCELLATION OF SERVICING TO INSTALLATIONS

The Department reserves the right to cancel this contract partly, meaning that certain installations might be withdrawn from this contract at any stage during the validity of this contract or any new installation may be added. The contractor undertakes not to lay any claim(s) against the Department in this event. A written 30 days' notice in this regard will be issued to the contractor.

27. CALL CENTRE

The Department of Public Works is linked to a CALL CENTRE. The successful Service Provider will be responsible to submit all services completed on a weekly basis to the Regional Coordinator by 13:00 on each Tuesday of the week on the prescribed format which will be forwarded to the service provider.

IMPORTANT NOTICE
**THE SUCCESSFUL TENDERER WILL BE SUBJECT TO POSITIVE SECURITY
CLEARANCE**

SCHEDULE 1: FOR REPAIRS, SERVICES AND MAINTENANCE SCHEDULE FOR LIFTS

DEPARTMENTS.

Note: - 1. The description of the service required entails the following: The repairs of the units as per the attached

2. Prices for servicing include checking of equipment and topping of gas or oil when it's low as stipulated in annexure B must, include labour, transport, consumables, minor and incidental repairs and all other overheads.
3. Prices are to be multiplied by quantities and calculated in totals and all totals be carried over to the summary page.
4. The Occupational Health and Safety Act requires that all passenger conveyance units be inspected by a registered lift inspector every 24 months.

Description of property: Please note these will apply failure to comply

5. For all Client Departments.
6. The list below indicates the complexes which require regular services.
7. **N/B** It is required that all annexure B for the lifts must be submitted during the first service failure to submit the annexure B not payment will be processes.
8. Should the service provider not complete all services within a month he/she will not be given next month service until everything is submitted.
9. Lifts that are not in operation for the period of 2 months the Department will not be required to issue services for those lifts.
10. All lifts on Schedule 1 marked not operational will not be serviced until such time as the service provider is informed to attend to them for services or repairs. Please ensure that these items are priced.
11. No repairs will be included during the service call out, repairs will be done separately.
12. **In the event of the contractor not responding in the required time, the Department reserves the right to call on any other contractor to carry out the service. Any additional cost incurred shall be for the account of the successful bidder.**

SCHEDULE 1: SERVICE TO LIFTS INCLUDING ANNEXTURE

No	Building	Address	Lift no	Annexure B rate valid for 24 months	Rate for the 1st year	Times 12	Rate for the 2 nd year	Times 12	Rate for the 3 rd year	Times 12	AMOUNT ANNEXTURE
											R C
41,1	DCS: Westville Prison	Westville	DE2942								
41,11	DCS: Westville Prison	Westville	DE2943								
41,12	DCS: Westville Prison	Westville	DE2944								
41,13	DCS: Westville Prison	Westville	DE2945								
41,14	DCS: Westville Prison	Westville	DE2946								
42,1	SA Navy: Project Advokat (Host)	Salisbury Island	DBH489								
43,1	SAPS: Madadeni Police Station	Madadeni	06L5659								
44,1	Justice: Durban Old Magistrate Court	Durban	06L4882								
45,1	SAPS: Chatsworth Police Station	Chatsworth	06L4956								
45,2	SAPS: Chatsworth Police Station	Chatsworth	06L4957								
46,1	Justice: Stanger Magistrate Court	Stanger	06L4442								
47,1	Justice: Mag Court	Pietermaritzburg	06L4557								
47,2	Justice: PMB Annex	Pietermaritzburg	06L4558								
47,3	Justice: Colonial Building	Pietermaritzburg	06L5096								
48,1	Customs: Golela Border Post	Golela	06L5689								
50,1	Justice: Verulam Magistrate Court	Verulam	06L5684								
50,2	Justice: Verulam Magistrate Court	Verulam	06L5685								
50,3	Justice: Verulam Magistrate Court	Verulam	06L5686								
51,1	Justice: Ntuzuma Magistrate Court	Ntuzuma	06L5064								
51,2	Justice: Ntuzuma Magistrate Court	Ntuzuma	06L5065								
51,3	Justice: Ntuzuma Magistrate Court	Ntuzuma	06L5066								
52,1	Justice: Labour Court - Liberty House	Durban	Lift1								
53,1	Justice: Masters Office	Pietermaritzburg	DE0945/ 06L5554								
54,1	SAPS: Donny Brook Police Station	Donny Brook	06L5928								
55,1	SAPS: Colenso Police Station	Colenso	Paraplegic								
55,2	NPA Building	Pietermaritzburg	06L7257								
55,3	NPA Building	Pietermaritzburg	06L7258								
55,4	NPA Building	Pietermaritzburg	06L7259								
55,5	NPA Building	Pietermaritzburg	06L7260								
55,6	NPA Building	Pietermaritzburg	06L7261								
55,7	SAPS: Melmoth	Melmoth	06L7138								
55,8	Justice: Point Family Court	Durban	06/L7739								
55,9	Justice: Point Family Court	Durban	06/L7740								
60,1	Justice: Point Family Court	Durban	06/ L7741								
60,2	Justice: Point Family Court	Durban	06/L7742								
60,3	Justice: Chatsworth Mag	Chatsworth	06L7672								
60,4	Justice: Chatsworth Mag	Chatsworth	06L7873								
60,5	Justice: Chatsworth Mag	Chatsworth	06L7873								
Sub total											
CARRIED FORWARD											

REPAIR, SERVICE AND MAINTENANCE OF LIFTS FOR ALL CLIENTS IN KZN: SANDF, SAPS, DOJ, DCS AND OTHERS

Item no	SCHEDULE 2A: REPAIR, SERVICE AND MAINTENANCE OF LIFTS FOR ALL CLIENTS IN KZN: SANDF, SAPS, DOJ, DCS AND OTHERS	Unit	Quantity	Rate yr 1	Rate yr 2	Rate yr 3	Rate
	PRELIMINARY & GENERAL						
	SCHEDULED FIXED-CHARGE ITEMS						
	Contractual Requirements						
	Other Fixed-Charge Obligations (Tenderer should specify)						
	a)						
	b)						
	Full compliance with all Health & Safety Matters for the duration of the contract						
BALANCE BROUGHT FORWARD							
Item no	SCHEDULE 2B: REPAIRS MATERIAL LIST DESCRIPTION	Unit	Quantity	Rate year 1	Rate year 2	Rate year 3	Total year 1+2+3
	GENERAL REPAIR ITEMS These rates are fixed for 12 months and shall only be used when instructed by the DPW-Representative. The rates shall be applicable to all lifts and escalators in the contract. Note that these rates are additional to the other repair and maintenance rates.						
1							
2	ADDITIONAL LABOUR ITEMS						
	Additional daily inspection, cleaning and attendance						
3	The rate shall include all labour and travelling of a competent person and material to visit each lift and to repair, clean and adjust the components that may be dirty as a result of activities such as building activity and the moving of furniture.	Hour	1				
4	Do comprehensive report (this is over and above the required no of inspections as per regulation)						
4.1	a. Base rate per lift	No	1				
4.2	b. Extra over rate per lift landing	No	1				
	Pump out water in a pit						
5	The rate shall include for the pumping out of water, treating, cleaning and drying the pit and all equipment, lubricating ropes, chains, sheaves, buffers, rails and other pit equipment.	Item	1				
	Replace door equipment and material						
6	Replace existing equipment and material. Allow for the removal of the old, preparing the area and installing the new equipment and material. Rates shall include the supply, delivery, installation, labour, setting up, commissioning and all other costs to ensure a functional replacement	No	1				
	Replace car or landing door panels						
7	The rate is for the number of door panels replaced. The door panels shall be folder stainless steel / painted car or landing door panels including mounting bolts/nuts, skids, etc. but excluding hangers, door operators, rollers, shoes, etc. The door panels shall be suitable to function with the new or existing door operator or landing door equipment.	No	1				
CARRIED FORWARD							

REPAIR, SERVICE AND MAINTENANCE OF LIFTS FOR ALL CLIENTS IN KZN: SANDF, SAPS, DOJ, DCS AND OTHERS

		BALANCE BROUGHT FORWARD					
Item no	SCHEDULE 2: REPAIRS MATERIAL LIST DESCRIPTION	Unit	Quantity	Rate year 1	Rate year 2	Rate year 3	Total year 1+2+3
8	(a) Painted panels						
8.1	i) Up to 300 mm wide	No	1				
8.2	ii) Up to 600 mm wide	No	1				
9	b) Stainless Steel panels						
9.1	i) Up to 300 mm wide	No	1				
9.2	ii) Up to 600 mm wide	No	1				
10	Replace car door operators and tracks The rate is for single item, the car door operators shall be complete with VVVF drive, door controller linkages, skid rollers, tracks, hangers, sight guards, wiring interfaces to the controllers, etc. To ensure a functional unit that works with the landing door locks	No	1				
10.1	i) For door landing up to 1300mm wide	No	1				
10.2	ii) For door landing up to 1800mm wide	No	1				
11	Replace landing door equipment The rate is for single item, the landing door equipment shall be complete including tracks, rail sight guards, hangers, shoes, triangle unlocking mechanism, weighted self-closure, etc. To ensure a functional unit that works with the landing door locks.	No	1				
11.1	i) For door openings up to 1300mm wide	No	1				
11.2	ii) For door opening up to 1800mm wide	No	1				
12	Replace landing door lock The rate is for single item, the landing doors lock shall including wiring and changes to the landing doors to ensure a functional unit.	No	1				
12.1	i) For 2 speed center opening doors	No	1				
12.2	ii) For 2 speed side opening doors	No	1				
12.3	iii) For swing doors	No	1				
12.4	iv) For bi parting doors	No	1				
13	Replace car door safety detectors The rate is for single item. The safety detectors shall be full height, IP54 infra-red beam detectors complete with cabling and sight guards but excluding the detector controller similar to Pana 40+	No	1				
14	Replace car door safety detectors The rate is for single item of car safety detectors. The safety detector controller shall have at least an IPX3 rating suitable for a set of infra-red beam detectors similar to Pana40+ complete power supply and cabling.	No	1				
15	Replacing landing door equipment The rate if single item, the landing door equipment shall be complete including tracks, rails sight guards, hangers, shoes, triangle unlocking mechanism, weighted self-closure, etc. to ensure a functional unit that with the car door operator and doors locks						
15.1	For door openings up to 1300mm wide	No	1				
15.2	For door openings up to 1800mm wide	No	1				
				CARRIED FORWARD			

REPAIR, SERVICE AND MAINTENANCE OF LIFTS FOR ALL CLIENTS IN KZN: SANDF, SAPS, DOJ, DCS AND OTHERS

BALANCE BROUGHT FORWARD							
Item no	SCHEDULE 2: REPAIRS MATERIAL LIST DESCRIPTION	Unit	Quantity	Rate year 1	Rate year 2	Rate year 3	Total year 1+2+3
16	Replace car door safety detector controller The rate is for the number of car door safety detectors controllers replaced. The safety detector controller shall have at least an IPX3 rating suitable for a set of infra-red beam detectors similar to Pana 40+ complete power supply and cabling	No	1				
17	Replace 3D car door safety detectors The rate is for the number of sets of 3D car door safety detectors replaced. The safety detectors shall be full height, IP54 infra-red beam detectors complete with cabling and sight guards but excluding the detector controller similar to Pana 40+ 3D.	No	1				
18	Replace 3D car door safety detector controller The rate is for the number of 3D car door safety detectors controllers replaced. The safety detector controller shall have at least an IPX3 rating suitable for a set of infra-red beam detectors similar to Pana 40+ 3D complete power supply and cabling.	No	1				
19	Replace solid wooden swing door The rate is for the number of solid wood (no door cavities) swing doors replaced. The wooden swing landing door shall be complete with hinges and safety glass vision panel to ensure a full functional unit. The lock and door closer are measured separately	No	1				
20	Replace vision panel The rate is for the number of safety glass vision panels replaced. The safety glass shall at least be 6mm, laminated safety glass	No	1				
21	Refurbish car / landing door panels Repair, sand down and prepare metal work and spray paint according to specification. Stainless steel shall be cleaned, polished or brushed similar to the original finish. The rate shall include the dismantling and refitting of doors and the repairing of dents and scratches.						
21.1	a) Painted doors	M ²	1				
21.2	b) Stainless steel doors	M ²	1				
22	Replace door closer The rate is for the number of swing door closers replaced complete with tamper proof screws.	No	1				
CARRIED FORWARD							
BALANCE BROUGHT FORWARD							
Item no	SCHEDULE 2: REPAIRS MATERIAL LIST DESCRIPTION	Unit	Quantity	Rate year 1	Rate year 2	Rate year 3	Total year 1+2+3
23	Repair a set of damaged landing doors The unit is the number of times that the contractor has to repair a set of landing doors as a result of forced damage. Forced damage can be as result of doors forced open by the fire brigade or trolley damage. The rate shall include all labour and material to repair or replace door shoes, rollers, guides, etc. Also allow for the removal and refitting of the door panels, repair of locks, paint work and other damage.	No	1				
	a) Painted doors						
	i) Repair on-site. (Limited damage)	No	1				
	ii) Remove and repair off-site (Extensive damage)	No	1				
	b) Stainless Steel doors						
	i) Repair on-site. (Limited damage)	No	1				
	ii) Remove and repair off-site (Extensive damage)	No	1				
24	Repair a damaged swing landing door The unit is the number of times that the contractor has to repair a swing landing door as a result of forced damage. Forced damage can be as result of doors forced open by the fire brigade or trolley damage. The rate shall include all labour and material to repair or replace door hinges and other door components. Also allow for the removal and refitting of the door, repair of locks, vision panel, paint work and other damage.	No	1				
25	Repair a set of damaged car doors The unit is the number of times that the contractor has to repair a set of car doors as a result of forced damage. Forced damage can be as result of doors forced open by the fire brigade or trolley damage. The rate shall include all labour and material to repair or replace door shoes, sight guards, rollers, guides, etc. Also allow for the removal and refitting of the door panels and repair of paint work and other damage						
26	a) Painted Doors						
	i) Repair on-site. (Limited damage)	No	1				
	ii) Remove and repair off-site (Extensive damage)	No	1				
CARRIED FORWARD							

REPAIR, SERVICE AND MAINTENANCE OF LIFTS FOR ALL CLIENTS IN KZN: SANDF, SAPS, DOJ, DCS AND OTHERS

BALANCE BROUGHT FORWARD							
Item no	SCHEDULE 2: REPAIRS MATERIAL LIST DESCRIPTION	Unit	Quantity	Rate year 1	Rate year 2	Rate year 3	Total year 1+2+3
	b) Stainless Steel						
	i) Repair on –site (Limited damage)	No	1				
	ii) Remove and repair off-site (Extensive damage)	No	1				
27	Repair a set of bi-parting car and landing doors The unit is the number of times that the contractor has to repair a set of bi-parting landing and car doors as a result of forced damage. Forced damage can be as result of doors forced open by the fire brigade or trolley damage. The rate shall include all labour and material to repair or replace door shoes, rollers, guides, etc. Also allow for the removal and refitting of the door panels, repair of locks, paint work and other damage.						
	i) Repair on-site. (Limited damage)	No	1				
	ii) Remove and repair off-site (Extensive damage)	No	1				
28	Repair damaged car door drive and operator The unit is the number of times that the contractor has to repair a car door operator and drive as a result of damage caused by outside factors such as doors forced open by the fire brigade or water. The rate shall include all labour and material to repair or replace drive belts, electronic						
	i) Damage caused by forcing doors open	No	1				
	ii) Damage caused by water	No	1				
29	REPLACE CAR EQUIPMENT AND FINISHES Replace existing equipment and material. Allow for the removal of the old, preparing the area and installing the new equipment and material. Rates shall include the supply, delivery, installation, labour, setting up, commissioning and all other costs to ensure a functional replacement						
30	Replace landing buttons / indicator unit The rate shall be the number of landing plates replaced complete with two buttons, gong, a digital floor level indicator / directional indicators and interface to the controller. The rate shall include bevelled 2mm stainless steel face plates, security screws, recessed or surface box, wiring, etc. Allow for cutting into walls (if not fitted in the architrave), conduits, making good (cleaning, patching, plastering, painting, etc.) and the removal and blanking off of any previous equipment	No	1				
CARRIED FORWARD							
BALANCE BROUGHT FORWARD							
Item no	SCHEDULE 2: REPAIRS MATERIAL LIST DESCRIPTION	Unit	Quantity	Rate year 1	Rate year 2	Rate year 3	Total year 1+2+3
31	Replace car interior finishes Allow for the following car finishes. The rates are per length or area supplied and installed and shall include for the removal and disposal of previous finishes						
32	i) Replace interior car wall finishes						
	a) with standard colour Formica	M ²	1				
	b) with stainless steel finishes	M ²	1				
33	Replace mirror	M ²	1				
34	Remove existing mirror and make good	M ²	1				
35	Replace car floor finishes						
	a) PVC knobbed tiles similar to Transit	M ²	1				
	b) PVC (vinyl) tiles similar to Marley	M ²	1				
	c) Replace 100mm high stainless steel skirting	M ²	1				
	d) Replace handrail	M ²	1				
	e) Install new prismatic/opal acrylic diffuser ceiling material	M ²	1				
	f) Welded PVC (vinyl) sheets similar to Marley	M ²	1				
	g) Aluminum checker plate	M ²	1				
36	Replace car operating panels Beveled stainless steel complete with buttons, indicator lights, floor indicator, provision for intercom, disabled friendly, security screws, etc. to ensure a functional unit rated						
	a) suitable for 14 stops	No	1				
	b) suitable for 8 stops	No	1				
37	Replace landing or COP button The rate is for the number of buttons replaced. The buttons shall be similar to Elemod with a stainless steel finish, Braille engraving and durable lettering	No	1				
CARRIED FORWARD							

REPAIR, SERVICE AND MAINTENANCE OF LIFTS FOR ALL CLIENTS IN KZN: SANDF, SAPS, DOJ, DCS AND OTHERS

BALANCE BROUGHT FORWARD							
Item no	SCHEDULE 2: REPAIRS MATERIAL LIST DESCRIPTION	Unit	Quantity	Rate year 1	Rate year 2	Rate year 3	Total year 1+2+3
38	Replace voice annunciators The voice annunciators shall comply with the lift regulations for disabled persons complete with interfaces to ensure a functional unit. A legible female voice is preferred	No	1				
39	Other lift equipment and material Replace existing equipment and material. Allow for the removal of the old, preparing the area and installing the new equipment and material. Rates shall include the supply, delivery, installation, and labour, setting up, commissioning and all other costs to ensure a functional replacement.						
40	Replace elevator ropes The rate shall be the length of elevator, elevator; hoist, compensation or governor ropes replaced in meters and shall include all items to ensure a complete installation. Allow for suitable end terminations and the removing and disposing of the old ropes.						
40.1	a) Supply and install hoist ropes						
	i) 8mm 8x19 plus fibre core	P/M	1				
	ii) 10mm 8x19 plus fibre core	P/M	1				
	iii) 13mm 8x19 plus fibre core	P/M	1				
	iv) 16mm 8x19 plus fibre core	P/M	1				
41.2	b) Supply and install compensation ropes						
	i) 14mm 6x19 plus fibre core	P/M	1				
	ii) 20mm 6x19 plus fibre core	P/M	1				
	iii) 26mm 6x19 plus fibre core	P/M	1				
	iv) 32mm 6x19 plus fibre core	P/M	1				
41.3	c) Supply and install governor ropes						
	i) 6mm 6x19 plus fibre core	P/M	1				
	ii) 8mm 6x19 plus fibre core	P/M	1				
	iii) 10mm 6x19 plus fibre core	P/M	1				
	iv) 12mm 6x19 plus fibre core	P/M	1				
42	Emergency release / lowering device Supply and install an emergency power supply release device to ensure that lift docks to next floor level and opens lift and landing doors to eliminate entrapment during electrical	No	1				
CARRIED FORWARD							
BALANCE BROUGHT FORWARD							
Item no	SCHEDULE 2: REPAIRS MATERIAL LIST DESCRIPTION	Unit	Quantity	Rate year 1	Rate year 2	Rate Year 3	Total year 1+2+3
43	Supply and install flat trailing cables The rate shall be the length of flat trailing cable replaced in meters and shall include all items to ensure a complete installation. Allow for suitable end terminations, clamps and the removing and disposing of the old cables						
43.1	a) 24 Core 0.75mm ²	P/M	1				
43.2	b) 20 Core 0.75mm ² + 2 x screened twisted pair 0.5mm ²	P/M	1				
43.3	c) 24 Core 0.75mm ² + coax	P/M	1				
44	Install remote intercom The rate is for the number of remote intercom/alarm systems supplied and installed. Include the cost cabling, remote station, links to lift controllers and links to lift intercoms. Assume that the remote station can be up to 100m from the shaft measured horizontally						
	a) for 1 lifts	No	1				
	b) for 2 lifts	No	1				
	c) for 3 lifts	No	1				
45	REPLACE ELECTRICAL EQUIPMENT Replace existing equipment and material. Allow for the removal of the old, preparing the area and installing the new equipment and material. Rates shall include the supply, delivery, installation, setting up, commissioning and all other costs to ensure a functional replacement						
46	Replace a distribution board (without switchgear) The rate shall be the number of surface mounted distribution boards replaced complete with, cable terminations, legends, blanks. COC						
46.1	a) 100A, 20 way with 5kA fault level	No	1				
	b) 200A, 3 x 20 way with 10kA fault level	No	1				
CARRIED FORWARD							

REPAIR, SERVICE AND MAINTENANCE OF LIFTS FOR ALL CLIENTS IN KZN: SANDF, SAPS, DOJ, DCS AND OTHERS

BALANCE BROUGHT FORWARD							
Item no	SCHEDULE 2: REPAIRS MATERIAL LIST DESCRIPTION	Unit	Quantity	Rate year 1	Rate year 2	Rate year 3	Total year 1+2+3
48	Replace electrical switchgear						
	Q						
48.1	a) DB mounted Isolators						
	i) 100A 3P 5Ka	No	1				
	ii) 200A 3P 10Ka	No	1				
48.2	b) DB mounted circuit breakers						
	i) up to 80A 1P 5Ka	No	1				
	ii) up to 80A 3P (Lockable)	No	1				
48.3	c) DB mounted earth leakage						
	i) 20A 2P circuit breaker EL	No	1				
	ii) 60A 2P isolator EL	No	1				
49	Replace light fitting with lamps and starters The rate is for the number of light fittings replaced. Allow for water proof glands, cable						
49.1	a) Al base round bulkhead	No	1				
49.2	b) 1 tube 1.5m open channel fluorescent fitting	No	1				
49.3	c) 2 tube 1.5m open channel fluorescent fitting	No	1				
49.3	d) 1 tube 1.5m IP55 corrosion proof fluorescent fitting	No	1				
50	New light point The rate is for the number of light points installed complete with 1.5mm2 3core surface cabling, saddles, glands, etc. Allow for up 20m supply cable. This does not include the light fitting	No	1				
51	BUILDING RELATED WORK						
51.1	New 5kg CO ₂ fire extinguisher The rate includes wall mounting and signs	No	1				
51.2	Replace emergency light The rate is for the number of emergency lights replaced. The emergency light shall be complete with batteries and battery charger rated for IPX3	No	1				
CARRIED FORWARD							
BALANCE BROUGHT FORWARD							
Item no	SCHEDULE 2: REPAIRS MATERIAL LIST DESCRIPTION	Unit	Quantity	Rate year 1	Rate year 2	Rate year 3	Total year 1+2+3
52	Replace or install new motor room extractor fan The rate is for the number of extract fans replaced or new fans installed complete with complete with cabling, electrical supply, weather louvers, switchgear and thermostat. The fan must conform to specification.	No	1				
53	Replace louvered steel motor room door	No	1				
54	Allow for the removal of the old door, repairing and painting of the door frame and the new door, high security hasp and staple	No	1				
55	Supply and install steel safety gate at motor room Allow for a gate up to 1000mm wide made with 10mm round bars, 6mm x 50mm flat steel frame and welded eyes suitable for a high security pad lock.						
56	Install new sump pump The rate shall allow for the supply, installation and connection of a new sump pump complete with floats and connection to the GSM alarm unit. The sump pump shall be of the submersible pump rated for 2/s at 7m head with float levels.	No	1				
57	Build a new sump Build, finish and seal a new sump in the pit floor suitable for a sump pump. Supply and install piping, electric connection cables from the motor room, waterproof isolator switch, painted steel grid and up to 30m of drainage pipes.	No	1				
58	Replace Motor room padlock The rate is for the number of user specific padlocks to be supplied and installed in front of an existing motor room door. Allow for a high security hasp and staple.	No	1				
59	Provisional sum for the repair of windows	Sum%	%				
60	Charge required by Contractor on sub item above	Sum%	%				
61	Provisional sum for the repair of waterproofing	Sum%	%				
CARRIED FORWARD							
BALANCE BROUGHT FORWARD							
Item no	SCHEDULE 2: REPAIRS MATERIAL LIST DESCRIPTION	Unit	Qty	Rate year 1	Rate year 2	Rate year 3	Total year 1+2+3
63	Replace AC Hoist Motor (11-15KW) The rate is for the number of AC drive motors replaced with new AC motors suitable for VVVF operation complete with mountings, cabling, couplings, alignment, etc. to ensure a functional unit	No	1				
64	Rewound AC Hoist Motor (11-15KW)	No	1				
65	Rewound Door Motor (0.1-1KW)	No	1				
66	Provide new service providers Stickers on each landing and car. Allowance must be made for the replacement of damaged or missing stickers throughout the contract period.						
CARRIED FORWARD							

BALANCE BROUGHT FORWARD			
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SCHEDULE 3: SCHEDULE FOR TRANSPORT

	TRANSPORT COST FOR 3 (ALL AREA)	UNIT	QTY	YEAR 1	YEAR 2	Year 3	AMOUNT R C Year(1+2+3)
3.1	<p>NOTE: The costs of workers and drivers traveling time shall be deemed to be included with the unit rates for transport costs All distances traveled will be measured from the Department of Public Works Regional Office.</p> <p>The attached map clearly indicates the Durban R/O jurisdiction. The area has been divided into four zones, and the kilometers calculated is for a return journey</p> <p>ZONE 1- 40km ZONE 2- 80 km ZONE 3- 120km ZONE 4- 180km</p>	KM					
3.2	Transport cost of a vehicle with a loading capacity of 1 ton	KM		R /km	R /km	R / km	
3.3	Transport cost of a vehicle with a loading capacity of 2 ton	KM		R /km	R /km	R / km	
BALANCE FORWARDED TO SUMMARY (@ R6-R8/KM)							

SCHEDULE 4: SCHEDULE RATES FOR LABOUR AND MATERIAL.

	4 Labour- for all areas. LIFTS EQUIPMENT	unit	QTY	year 1	Year 2	Year 3	Amount-R C
	The rates for labour will be deemed to include for statutory minimum labour rates, contribution to bonus, holiday, pension, medical funds etc., for normal working hours, as well as for transport costs including traveling time, but excluding VAT						
4.1	Normal working hours Artisan(Mec/Elec)						
4.2	General worker						
4.3	Overtime, Sunday and Public Holidays. Skilled Artisan						
4.4	General worker	Hours					
4.5	Non- schedule materials The cost of non- schedule materials shall be deemed to include, for the cost of material, after the deduction of any discount and delivery to site.						
4.6	Percentage mark- up on non-schedule materials that may be used. (Percentage (20%) Total labour cost carried to summary page						
	LABOUR RATE ranging from R350.per to R550 per hour						
BALANCE FORWARDED TO SUMMARY							

SUMMARY PAGE

The total quotation price for this maintenance must include all operation and material required for the proper execution of the work and shall be carried over to the DPW 07 EC Form which must be returned together with this document. 1. Amount for Schedule 1 2. Amount for Schedule 2 A & 2B 3. Amount for Schedule 3 4. Amount for Schedule 4	YEAR 1	YEAR 2	YEAR 3	Y1 + Y2 + Y3
	TOTAL			
GRAND TOTAL				R _____

Total carried forward to DPW 07 EC Form R

BIDDERS SIGNATURE: _____

ADDRESS: _____

DATE: _____