



T15/04/19

**REQUEST FOR THE SUPPLY,
INSTALLATION AND MAINTENANCE OF
NEW ELEVATORS AT IDC MAIN
CAMPUS BUILDINGS**

**COMPULSORY SITE BRIEFING WILL BE
HELD AS FOLLOWS:**

DATE: 24 APRIL 2019 at 10:00 to 14h00

**VENUE: IDC HEAD OFFICE 19 FREDMAN DRIVE
SANDTON**

**BID CLOSING DATE: MONDAY, 06 MAY
2019 AT 12:00 NOON**

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SECTION 1: GENERAL CONDITIONS OF BID

1. Proprietary Information

Industrial Development Corporation of SA Ltd (IDC) considers this Request for Proposal (RFP) and all related information, either written or verbal, which is provided to the respondent, to be proprietary to IDC. It shall be kept confidential by the respondent and its officers, employees, agents and representatives. The respondent shall not disclose, publish, or advertise this RFP or related information to any third party without the prior written consent of IDC.

2. Enquiries

- 2.1 All communication and attempts to solicit information of any kind relative to this RFP should be channelled **in writing** to:

Name:	<u>Ms Mmanthudi Mosupyoe</u>
Telephone Number:	<u>+27 11 269 3709</u>
Email address:	<u>mmanthudim@idc.co.za</u>

- 2.2 Enquiries in relation to this RFP will not be entertained after **16h00 on 29 April 2019**.
- 2.3 The enquiries will be consolidated and IDC will issue one response and such response will be posted, within two days after the last day of enquiries, onto the IDC website (www.idc.co.za) under tenders i.e. next to the same RFP document.
- 2.4 The IDC may respond to any enquiry in its absolute discretion and the bidder acknowledges that it will have no claim against the IDC on the basis that its bid was disadvantaged by lack of information, or inability to resolve ambiguities.

3. Bid Validity Period

Responses to this RFP received from bidders will be valid for a period of 120 days counted from the bid closing date.

4. Instructions on submission of Bids

- 4.1 Bids should be submitted in duplicate (2 hard copies) and one electronic copy (on CD) in PDF format all bound in a sealed envelope endorsed, **T15/04/19: Request for Proposal for the Supply, Installation and Maintenance of New Elevators at IDC Main Campus Buildings**.
- 4.2 The sealed envelope must be placed in the bid box at the Main Reception area of the IDC Building, 19 Fredman Drive Sandton by no later than 12:00 noon on **Monday, 06 May 2019**.
- 4.3 Bids must be submitted in the prescribed response format, herein reflected as Response Format.
- 4.4 The bid closing date, bidder name and the return address must also be endorsed on the envelope.
- 4.5 If a courier service company is being used for delivery of the bid response, the bid description must be endorsed on the delivery note/courier packaging and the courier must ensure that documents are placed / deposited into the bid box. **The IDC will not**

be held responsible for any delays where bid documents are handed to the IDC Receptionist.

- 4.6 No bid response received by telegram, telex, email, facsimile or similar medium will be considered.
- 4.7 Where a bid response is not in the bid box at the time of the bid closing, such a bid document will be regarded as a late bid. **It is the IDC's policy not to consider late bids for tender evaluation.**
- 4.8 Amended bids may be sent in an envelope marked "Amendment to bid" and should be placed in the bid box before the closing time.

5. Preparation of Bid Response

- 5.1 All the documentation submitted in response to this RFP must be in English.
- 5.2 The bidder is responsible for all the costs that it shall incur related to the preparation and submission of the bid document.
- 5.3 Bids submitted by bidders which are, or are comprised of companies must be signed by a person or persons duly authorised thereto by a resolution of the applicable Board of Directors, a copy of which Resolution, duly certified, must be submitted with the bid.
- 5.4 The bidder should check the numbers of the pages of its bid to satisfy itself that none are missing or duplicated. No liability will be accepted by IDC in regard to anything arising from the fact that pages of a bid are missing or duplicated.
- 5.5 Bidder's tax affairs with SARS must be in order (tax compliant status) and bidders must provide written confirmation to this effect as part of their tender response.

6. Supplier Performance Management

Supplier Performance Management is viewed by the IDC as a critical component in ensuring value for money acquisition and good supplier relations between the IDC and all its suppliers.

The successful bidder shall upon receipt of written notification of an award, be required to conclude a Service Level Agreement (SLA) with the IDC, which will form an integral part of the supply agreement. The SLA will serve as a tool to measure, monitor and assess the supplier performance and ensure effective delivery of service, quality and value-add to IDC's business.

Successful bidders will be required to comply with the above condition, and also provide a scorecard on how their product / service offering is being measured to achieve the objectives of this condition.

7. Enterprise and Supplier Development

The IDC promotes enterprise development. In this regard, successful bidders may be required to mentor SMMEs and/ or Youth-Owned businesses. The implications of such arrangement will be subject to negotiations between the IDC and the successful bidder.

8. IDC's Rights

- 8.1 The IDC is entitled to amend any bid condition, bid validity period, RFP specification, or extend the bid closing date, all before the bid closing date. All bidders, to whom the RFP documents have been issued and where the IDC have record of such bidders, may be advised in writing of such amendments in good time and any such changes will also be posted on the IDC's website under the relevant tender information. All prospective bidders should therefore ensure that they visit the website regularly and before they submit their bid response to ensure that they are kept updated on any amendments in this regard.
- 8.2 The IDC reserves the right not to accept the lowest priced bid or any bid in part or in whole. It normally awards the contract to the bidder who proves to be fully capable of handling the contract and whose bid is functionally acceptable and/or financially advantageous to the IDC.
- 8.3 The IDC reserves the right to award this bid as a whole or in part.
- 8.4 The IDC reserves the right to conduct site visits at bidder's corporate offices and / or at client sites if so required.
- 8.5 The IDC reserves the right to consider the guidelines and prescribed hourly remuneration rates for consultants as provided in the **National Treasury Instruction 01 of 2013/2014: Cost Containment Measures**, where relevant.
- 8.6 The IDC reserves the right to request all relevant information, agreements and other documents to verify information supplied in the bid response. The bidder hereby gives consent to the IDC to conduct background checks, including FICA verification, on the bidding entity and any of its directors / trustees / shareholders / members.
- 8.7 The IDC reserves the right, at its sole discretion, to appoint any number of vendors to be part of this panel of service providers.

9. Undertakings by the Bidder

- 9.1 By submitting a bid in response to the RFP, the bidder will be taken to offer to render all or any of the services described in the bid response submitted by it to the IDC on the terms and conditions and in accordance with the specifications stipulated in this RFP document.
- 9.2 The bidder shall prepare for a possible presentation should IDC require such and the bidder will be required to make such presentation within five (5) days from the date the bidder is notified of the presentation. Such presentation may include a practical demonstration of products or services as called for in this RFP.
- 9.3 The bidder agrees that the offer contained in its bid shall remain binding upon him/her and receptive for acceptance by the IDC during the bid validity period indicated in this RFP and its acceptance shall be subject to the terms and conditions contained in this RFP document read with the bid.
- 9.4 The bidder furthermore confirms that he/she has satisfied himself/herself as to the correctness and validity of his/her bid response; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid response documents; and that the price(s) and rate(s) cover all his/her obligations under a resulting contract for the services contemplated in this RFP; and that he/she accepts that any mistakes regarding price(s) and calculations will be at his/her risk.

- 9.5** The successful bidder accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on him/her under the supply agreement and SLA to be concluded with IDC, as the principal(s) liable for the due fulfilment of such contract.
- 9.6** The bidder accepts that all costs incurred in the preparation, presentation and demonstration of the solution offered by it shall be for the account of the bidder. All supporting documentation and manuals submitted with its bid will become IDC property unless otherwise stated by the bidder/s at the time of submission.

10. Reasons for disqualification

- 10.1** The IDC reserves the right to disqualify any bidder which does any one or more of the following, and such disqualification may take place without prior notice to the offending bidder, however the bidder will be notified in writing of such disqualification:
- 10.1.1 bidders who do not submit an original valid Tax Clearance Certificate and / or proof of application of such as endorsed by SARS on the closing date and time of the bid submission and / or failure to provide the IDC with its SARS issued Tax Verification PIN code giving access to the IDC to electronically verify tax compliance;
 - 10.1.2 bidders who submit incomplete information and documentation according to the requirements of this RFP document;
 - 10.1.3 bidders who submit information that is fraudulent, factually untrue or inaccurate information;
 - 10.1.4 bidders who receive information not available to other potential bidders through fraudulent means;
 - 10.1.5 bidders who do not comply with any of the **mandatory requirements** as stipulated in the RFP document;
 - 10.1.6 bidders who fail to comply with FICA requirements

11. Local Production and Content

The IDC promotes Local Production and Content. In the case of designated sectors, only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered. IDC reserves the right at its sole discretion to set minimum thresholds for sectors which may not have been declared as designated sectors by the dti in an effort to stimulate local production and content where relevant.

Bidders are required to assess their product and /or service offering against the designated sector lists as published by the Department of Trade and Industry (the **dti**) and to ensure full compliance to the minimum local content threshold, if relevant, before submitting its response to this tender. The **dti's** latest list of designated sectors can be accessed on: http://www.dti.gov.za/industrial_development/ip.jsp.

12. Response Format (Returnable Schedules)

Bidders shall submit their bid responses in accordance with the response format specified below (each schedule must be clearly marked):

- 12.1 Cover Page:** (the cover page must clearly indicate the RFP reference number, bid description and the bidder's name)
- 12.2 Schedule 1:**
- 12.2.1 Executive Summary (explaining how you understand the requirements of this RFP and the summary of your proposed solution)
- 12.2.2 Annexure 1 of this RFP document (duly completed and signed)
- 12.3 Schedule 2**
- 12.3.1 Valid Tax Clearance Certificate(s) (TCC) and / or proof of application as endorsed by SARS and / or SARS issued tax verification pin code;
- 12.3.2 Originally certified copies of bidder's CIPC company registration documents listing all members with percentages, in case of a CC.
- 12.3.3 Copy of Board Resolution, duly certified;
- 12.3.4 Originally certified copy of ID document for the Company Representative
- 12.3.5 Annexure 2 of this RFP document (duly completed and signed);
- 12.3.6 Annexure 3 of this RFP document (duly completed and signed);
- 12.3.7 Annexure 4 of this RFP document (duly completed and signed);
- 12.3.8 Annexure 5 of this RFP document (duly completed and signed);
- 12.3.9 Annexure 6 of this RFP document (duly completed and signed);
- 12.3.10 Annexure 7 of this RFP document (duly completed and signed);
- 12.3.11 Response to Annexure 8: BEE Commitment Plan
- 12.3.12 B-BBEE verification certificate indicating the contribution level of the bidding entity. An Exempted Micro Enterprises (EME) with an annual turnover less than R10 million, is only required to obtain a sworn affidavit confirming the annual total revenue and level of black ownership. A Qualifying Small Enterprise (QSE) that has 51% or more black beneficiaries may obtain a sworn affidavit confirming the annual total revenue and level of black ownership. If a bidder is a Joint Venture or Consortium, the bidder must submit a consolidated B-BBEE scorecard as if they were a group structure. Any misrepresentation in terms of the declaration constitutes a criminal offence as set out in the B-BBEE Act as amended.
- Note: If a bidder is a Consortium, Joint Venture or Prime Contractor with Subcontractor(s), the documents listed above (12.3.1-12.3.8) must be submitted for each Consortium/JV member or Prime Contractor and Subcontractor(s).**
- 12.3.13 Annexure 9 of this RFP document (duly completed and signed, **if relevant**);
- 12.3.14 Statement of Financial Position of the Bidder: Latest Audited Financial Statements (where applicable in terms of the Company's Act) and/or independently reviewed financial statements and/or Cashflow Budget for new entities with no financial records.
- 12.3.15 Copy of Joint Venture/ Consortium/ Subcontracting Agreement duly signed by all parties (if applicable)

12.4 Schedule 3:

12.4.1 Response to Section 3 of this document, in line with the format indicated in this RFP document.

12.4.2 Annexure 7 of this RFP document, duly completed and signed

12.5 Schedule 4: Price Proposal (response to Section 4 of this RFP document) (Must be submitted in a separate envelope within the sealed envelope of the bid)

12.6 One (1) CD with all Schedules listed above, also included in the sealed envelope of the bid

13. Evaluation Criteria and Weightings

Bids shall be evaluated in terms of the following process:

13.1 Phase 1: Initial Screening Process: During this phase, bid responses will be reviewed for purposes of assessing compliance with RFP requirements including the general bid conditions and also the Specific Conditions of Bid, which requirements include the following:

- Submission of a valid Tax Clearance Certificate as referenced in 12.3.1 above
- Submission of Company Registration Forms as referenced 12.3.2 above
- Submission of ID copy for the Company Representative as referenced in 12.3.4 above
- BEE Status Certification as referenced in 12.3.12 above and the consideration of the Specific Bid Conditions as referenced in Section 2
- Completion of all Standard Bidding Documents and other requirements, as reflected in this RFP, which covers the following:
 - Section 3: Statement of compliance with the Functional Evaluation Criteria for this RFP
 - Section 4: Cost Proposal and Price Declaration Form
 - Annexure 1: Acceptance of Bid Conditions
 - Annexure 2: Tax Compliance Requirements
 - Annexure 3: Supply Chain Management Questionnaire
 - Annexure 4: Declaration of Interest
 - Annexure 5: Certificate of Independent Bid Determination
 - Annexure 6: Shareholders' Information/ Group Structure
 - Annexure 7: Bidders Experience & Project Team
 - Annexure 8: BEE Commitment Plan
 - Annexure 9: Disclosure Statement
 - Annexure 10: Local Content Declaration (If Relevant)

Failure to comply with the requirements assessed in Phase 1 (compliance), may lead to disqualification of bids.

13.2 Phase 2: Technical/ Functionality Evaluation

Bid responses will be evaluated in accordance with the Functional criteria as follows:

13.2.1 Other Functional/ Technical Requirements

With regard to the other Functional Requirements, the following criteria (set out in more detail in section 3 of this RFP document) and the associated weightings will be applicable:

ELEMENT	WEIGHT
BIDDER'S RELEVANT EXPERIENCE	20%
BIDDER'S COMPLIANCE TO IDC'S COMMERCIAL TERMS AND CONDITIONS AS STATED IN THIS TENDER SCOPE OF WORK PARA 3	15%
BIDDER'S TECHNICAL PROPOSAL	20%
QUALIFICATIONS, SKILLS AND EXPERIENCE OF THE PROPOSED TEAM	20%
PROJECT PLAN	15%
MAINTENANCE PLAN	10%
Total	100%

Note: All bids that fail to achieve the minimum overall qualifying score of 70% on functional/technical requirements, will not be considered for further Price and BEE evaluation.

13.3 Phase 3: Preference Point System

All bids that achieve the minimum qualifying score for Functionality (acceptable bids) will be evaluated further in terms of the preference point system, as follows:

CRITERIA	POINTS
Price	80
B-BBEE	20
TOTAL	100 points

14. Promotion of Emerging Black owned Service Providers

It is the IDC's objective to promote transformation across all industries and/ or sectors of the South African economy and as such, bidders are encouraged to partner with a black owned entity (being 50%+1 black owned and controlled). Such partnership may include the formation of a Joint Venture and/ or subcontracting agreement etc., where a portion of the work under this tender would be undertaken by black owned entities. To give effect to this requirement, bidders are required to submit a partnership / subcontracting proposal detailing the portion of work to be outsourced, level of involvement of the black owned partner and where relevant, submit a consolidated B-BBEE scorecard in-line with the provisions of the PPPFA Regulations which will be considered as part of the B-BBEE scoring listed in 13.3.

SECTION 2: SPECIFIC CONDITIONS OF BID

1. Bid Pre-qualification criteria

- 1.1 In terms of Regulation 4 of the 2017 PPPFA Regulations, the IDC requires that bidders meet the following pre-qualification criteria:
 - (a) Bidders must have a minimum B-BBEE contributor status level of 4 or better.
- 1.2 The IDC will only consider a bid if the relevant bidder meets these pre-qualification criteria. Where a bidder fails to meet these pre-qualification criteria, the bid will be considered an unacceptable bid and will be disqualified from further evaluation.

SECTION 3: FUNCTIONAL REQUIREMENTS SPECIFICATION

SECTION 3: FUNCTIONAL REQUIREMENTS SPECIFICATION

1. Special instructions to bidders

- 1.1 Should a bidder have reason to believe that the Functional Requirements are not open/fair and/or are written for a particular service provider; the bidder must notify IDC Procurement within five (5) days after publication of the RFP.
- 1.2 Bidders shall provide full and accurate answers to the questions posed in this RFP document, and, where required explicitly state either “Comply/Not Comply” regarding compliance with the requirements. Bidders **must** substantiate their response to all questions, including full details on how their proposal/solution will address specific functional/ technical requirements; failure to substantiate may lead to the bidder being disqualified. All documents as indicated must be supplied as part of the bid response.
- 1.3 Failure to comply with Mandatory Requirements may lead to the bidder being disqualified.

2. Background Information

The Industrial Development Corporation (IDC) Head Office situated at 19 Fredman Drive in Sandton comprises of two adjacently located buildings i.e. IDC1 (Kindoc) and IDC2 (Dymson). IDC1 is installed with 6 elevators (5 passenger elevators and one goods elevator). IDC 2 is installed with 2 passenger elevators. Six (6) of the elevators have reached their end of useful lifespan and need to be replaced with new elevators. The table below shows the existing elevators that are to be replaced:

No.	Elevator Number	Make	Type	Capacity & Speed	Drive	Control	Location
IDC 1							
1	JE 8903	Schindler	5-Stop Duplex Passenger	13 Person / 1000 Kg @ 1,0 m/s	AC Dynatron – 3 geared	Miconic E Micro-Processor	Block E
2	JE 8904						
3	01/L2251	Schindler	3-Stop Passenger Elevator	13 Person / 1000 Kg @ 1,0 m/s	AC V3 F – Gearless	Micro-Processor	Block B
4	01/L1320	Schindler	2 Stops Passenger Elevator	8 Person / 630 Kg @ 1,0 m/s	AC V3F	Micro-Processor	Auditorium Passage
IDC 2							
5	JE7795	Otis	4 Stops Passenger Elevator	13 Person / 1000 Kg @ 1,0 m/s	OVF20 VVVF	MCS 220 (Microprocessor)	Reception
6	JE7796	Khuphuka					

The table below shows the technical specification of the existing IDC elevator shafts (All bidders to verify these measurements at the compulsory site briefing:

#	Specifications	IDC1			Canteen Passage	IDC2	
		Glass Elevator 1	Glass Elevator 2	Block B		Elevator 1	Elevator 2
1.	Detailed description of elevator shafts:	MR	MR	MRL	MRL	MRL	MRL
1.1	Shaft dimensions (mm x mm)			2000W X 2400D	2100W X 2700D	2100W X 2700D	2100W X 2700D
1.2	Elevator Car Dimensions (mm x mm)	1100W X 1850D	1100W X 1850D	1000W X 2000D	1100W X 2100D	1100W X 2100D	1100W X 2100D
1.3	Door opening (mm(w)) x (mm(h))	900W X 2100H	900W X 2100H	900W X 2100H	900W X 2100H	900W X 2100H	900W X 2100H
1.4	'-1' to '0' level (mm)	3700	3700				
1.5	'0' Level slab to ground floor (mm)	3700	3700				
1.6	Ground floor slab to first floor (mm)	3700	3700	3700	3700	3700	3700
1.7	First floor slab to second floor (mm)	3700	3700	3700	3700	3700	3700
1.8	Second floor slab to top of elevator shaft (mm)	3700	3700	3700		3700	3700
1.9	Depth of elevator pit (mm)	1500	1500	1500	1500	1800	1800

3. Scope of Work

3.1 The IDC requires the services of a qualified elevator company to remove existing elevators and to supply and install six (6) completely new elevators including the cars for the elevators taking into consideration that the elevators supplied are to be the most recent or current models, the equipment supplied must incorporate the latest technology and the interiors of cars to be modern. The proposal must include 1 year warranty period and as the elevators need to be serviced regularly to ensure that they are safe and that they operate at their maximum capacity to include a 3 years fully comprehensive maintenance plan. The appointed service provider will be required to provide the following:

- Removal of current elevators.
- Supply and installation of a new passenger/goods elevators
- Provide Electrical work related to project, including all electrical work required between the elevator and the Distribution Board (DB board), as well as the required work within the DB board
- Builder's work and painting related to door openings and any modification to the floor tiles at elevator entrance
- Provide comprehensive maintenance for the 6x installed elevators

3.2 Elevator Installations

At appointment, the service provider is expected to provide detailed designs of proposed elevators which must address the technical and implementation challenges associated with the replacement of the 6 elevators.

3.3 Technical Specifications of Elevator:

Service provider would be required to investigate industry-recognized manufacturers of the equipment and components being proposed. Items to consider shall include, but not be limited

to, product reliability and performance, manufacturer's years of service, after sales maintenance and service team, equipment costs, warranties, guarantees, delivery schedule.

The service provider will be required to provide full specifications on the equipment, components and the interior styles for the new elevators which must meet the objective of this project.

The service provider shall develop a proposed sequenced phased construction schedule that identifies how the existing elevators are to be replaced with the new elevators without jeopardizing the security of the facility, inconvenience to staff and minimize the required downtime. The schedule shall consider all long lead time items to ensure they will be on site and available for installation when required. The service provider will also be required to comply with the following:

- Ensure that the elevator replacement work carried out will comply with the latest standards such as EN 81-20 and EN 81-50 and in accordance with SANS regulations - SANS1545-1 for electric passenger elevators.
- Ensure that the elevator replacement works are carried out in a programmed sequence in terms of a documented plan.
- Ensure that the established performance levels for the elevator replacement are achieved and maintained.
- Ensure that the elevator replacement works are carried out with minimum disruption and discomfort to IDC clients and visitors.
- Ensure responsible and effective process of risk assessment and risk management during the elevator replacement works.
- Ensure prompt and effective support structure to deal with all matters during the elevator replacement.
- Installation and commissioning of elevators, which must include the issuing of relevant **Annexure A certification – Certificate of commissioning acceptance test for electric elevators**, that must be done by an independent SANAS registered elevator inspector. Comprehensive report to be kept in a suitable protective holder by each lift.

The table below shows the basic requirements/ specification of the new elevators (Bidders can provide same or better as per most recent or current models)

1.	Specifications.	Glass Elevator 1	Glass Elevator 2	Block B	Canteen Passage	Elevator 1	Elevator 2
1.1	Usage	Passenger elevator	Passenger elevator	Passenger elevator	Passenger/goods	passenger/goods	passenger elevator
1.2	Capacity (Supply Options)	1000kg/13person	1000kg/13person	1000kg/13person	8 Person / 630 Kg	1000kg/13person	1000kg/13person
1.3	Stops and opening	5-Stop (in line)	5-Stop (in line)	3-Stop (in line)	2 Stops (opposite)	4 Stops (in line)	4 Stops (in line)
1.4	Travel (±mm) (Supply options)						
1.5	Drive (traction driven elevator or supply proposal)						
1.6	Car door operation	fully automatic	fully automatic	fully automatic	fully automatic	fully automatic	fully automatic
1.7	Car door opening (mm(w) x mm(h) (Provide option)						
1.8	Landing door type	Center	Center	Side	Side opening	Side	Side opening

	(telescopic side opening doors)			opening		opening	
1.9	Number of landing doors	five	Five	three	Two	four	four
1.10	Landing door finish	brushed stainless steel	brushed stainless steel	brushed stainless steel	brushed stainless steel	brushed stainless steel	brushed stainless steel
1.11	Landing buttons	micro push buttons	micro push buttons	micro push buttons	micro push buttons	micro push buttons	micro push buttons
1.12	Car position indicator	digital indicator in the car and on the landings	digital indicator in the car and on the landings	digital indicator in the car and on the landings	digital indicator in the car and on the landings	digital indicator in the car and on the landings	digital indicator in the car and on the landings
1.13	Car interior (brushed stainless steel from floor to ceiling) (Provide options)						
1.14	Handrail (stainless steel round tube on all sides) (Provide options)						
1.15	Flooring (black transit tiles) (Provide options)						
1.16	Mirror (half height above stainless steel panel on rear wall) (Provide options)						
1.17	Car ceiling (stainless steel frame with white Perspex inlay) (Provide options)						
1.18	Car illumination (LED strip lighting) (Provide options)						
1.19	Communication - intercom (including wiring)	5 WAY	5 WAY	5 WAY	5 WAY	5 WAY	5 WAY
1.20	Safety operation - progressive safety with speed governor	Yes	Yes	Yes	Yes	Yes	Yes
1.21	Rescue device - automatic rescue device	Yes	Yes	Yes	Yes	Yes	Yes

Note: Bidders are required to provide options where the specifications are not detailed/ included.

3.5 Comprehensive maintenance

The service provider shall at all times ensure the following:

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

The service provider will be required to perform a comprehensive maintenance service to the 6 new elevators installed. The comprehensive maintenance shall include but not limited to the following:

- Systematically examine the equipment in accordance with the elevator regulations/standards and the Manufacturer's requirement at monthly intervals;
- Ensure that maintenance work of a technical nature shall be performed by "Competent" persons as defined by the Occupational Health and Safety Act who are qualified Elevator Mechanic/s experienced and skilled in maintaining the proposed lifts and who are employed and supervised by the service provider. IDC reserves the right to request and be granted copies of certificates of qualification/ competence for the Elevator Mechanic/s or Senior Technical personnel;
- Not to permit the Maintenance Agreement to be assigned, transferred or modified without written approval of IDC;
- To perform the maintenance and repair work required in terms of the Maintenance Agreement during regular working hours being Monday to Friday during the hours of 08:00 to 16:30, statutory holidays excluded, except in the case of call-backs.
- To provide call out service twenty-four (24) hours a day, seven (7) days per week. The call-out service shall be carried out at no additional expense to IDC unless caused by misuse or abuse of the equipment. Technicians shall be equipped with adequate communication equipment to ensure a minimum delay in the response to emergency call-backs;
- To supply, repair and replace all parts of every description made necessary by normal wear and tear without expense to IDC when such replacement or repair is deemed necessary by the service provider in accordance with the Maintenance Agreement and the manufacturer's requirements. Only parts that are correctly designed, manufactured and suitable in all respects, shall be used;
- To replace all parts timeously, thereby limiting the incidence of break-downs, unplanned maintenance or repair and consequently maintain maximum equipment operation;
- To ensure that all wiring diagrams and other drawings of a technical nature related to the equipment are available for the sole use of the service provider, IDC or its technical personnel. The wiring diagrams enclosed in plastic protection sleeves shall be located and retained in suitably sized and constructed steel cabinets/enclosures situated within the machine compartment;
- To provide a maintenance site register/record book located in the machine compartment and maintain accurate records of all service procedures, site visits, stoppages, break downs, planned repairs and safety related equipment operation tests and checks. This register shall become the property of IDC and shall be kept in the machine compartment for a minimum period of ten (10) years as required by the Act;
- To commence immediately upon commissioning of new lifts for the maintenance work, to record all details as requested by a customer communication logbook (if so required and situated at a mutually agreed location) for effective two-way communication between the IDC Building Management staff and SP personnel. This logbook shall accurately record each and every site visit and attention to complaints raised by either party, especially during the first year of this contract;
- To provide, on request by IDC, reports detailing a history of the equipment call-backs, repairs and break-down repairs to each and every elevator;
- To inform IDC verbally and in writing and act immediately on any potentially hazardous or undesirable situation which may cause harm to persons or which may damage or reduce the life expectancy of the equipment situated within the shaft, pit or in the immediate vicinity of the equipment, even if the hazardous or undesirable situation does not form part of the service provider's responsibility;
- To inform IDC in writing at least forty-eight (48) hours prior to carrying out any planned major repair or modification to the equipment deemed necessary by the service provider,

such as a rope-change, even if this modification may benefit the equipment or if the cost of this modification is for the service providers account;

- To provide every 24 months the Annexure B certification - **Comprehensive report for electric elevator** to confirm that the elevators are in good working condition and comply with the act. Inspection must be conducted by an independent SANAS registered elevator inspector. The service provider shall in addition to displaying this comprehensive report in a suitable protective holder by each lift, forwarding to IDC a copy of the certificates.

3.5.1 Performance Levels

3.5.1.1 Call-out Rate

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

3.5.1.2 Down-time

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

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

3.5.1.3 Call-out Response Times

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

Maximum target – Call-back response times

	Normal working hours	Outside normal working hours
Passenger entrapments (occupied stop)	30 minutes	45 minutes
Elevator out of service (unoccupied stop)	60 minutes	90 minutes

3.5.2 Preventative Maintenance

The service provider shall, on a monthly basis, systematically examine the equipment in accordance with all Regulations, this request, the manufacturer's requirements and the service provider's Maintenance Plan, and perform the necessary adjustments, component replacements, cleaning and lubrication. All lubricants shall be of the proper grade for the purpose used and as specified by the manufacturer.

3.5.2.1 Maintenance work shall include but is not limited to the following:

- Examining, cleaning and equalizing tensions of all main, selector, governor and compensation ropes. Renewing of all ropes, when the rope-wear or condition exceeds the manufacturer's specification and/or the OHS Act requirements with regards to the maintenance and discarding of ropes. The ropes shall at all times produce an acceptable elevator operation and shall ensure an adequate safety factor.
- Repairing and/or replacing all electrical wiring and conductors extending to all parts of the equipment from the load side of the Main Breaker switch, distribution panels or other points of supply.
- Keeping the guide rails clean and properly aligned to ensure smooth and quiet operation.
- All oil reservoirs/pots shall be kept properly sealed to prevent leakage and dust ingress.
- The pits shall be thoroughly cleaned at maximum three (3) monthly intervals except in the case of observation elevators with visible pits, in which case the pits shall be cleaned at least once every month.
- Keeping the exterior of the machinery and any other parts of the equipment, properly painted and presentable at all times.
- To thoroughly test monthly, car and landing door locks mechanical and electrical, car door leading edge safety devices, emergency alarm bells, intercom, car door open buttons, and escalator handrail brush contacts and emergency stop switches.
- To visually inspect monthly, elevator floor levels and pits, reporting on and attending to non-compliances.
- To thoroughly test at maximum six (6) monthly intervals, buffer electrical safety contacts, safety gear electrical contacts, governor electrical contacts, emergency stop switches, and all escalator electrical safety contacts.
- To thoroughly inspect and report at maximum six (6) monthly intervals, the main hoisting ropes, including selector, governor and compensating ropes, as required by the Act.
- To thoroughly test and log at maximum twelve (12) monthly intervals, the car and counterweight safety gear, over-speed governors, ultimate limits, main brakes and buffers.
- To thoroughly test by actuating the elevator break-glass unit or fire signal at maximum twelve (12) monthly intervals, the elevator emergency fire control operation (if fitted). The results and date of the test shall be recorded in the site maintenance register. IDC or its duly appointed Technical Personnel shall be informed at least thirty (30) days prior to the test covered under this Section.
- To thoroughly test (if and where applicable) by simulation at maximum twelve (12) monthly intervals, the elevator emergency stand-by power control operation (if applicable). The results and date of the test shall be recorded in the site maintenance register. IDC or its duly appointed Technical Personnel shall be informed at least thirty (30) days prior to the test covered under this Section.
- The following components shall be included as part of the Preventative Maintenance at no additional cost to IDC:
 - Replacing of Elevator car light lamps or fluorescent tubes, and all signal lamps; and
 - Elevator shaft lighting (if applicable) - lamps or fluorescent tubes;

3.5.3 Service Conditions

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

3.5.3.1 Exclusions from Service Provider Obligations

- The costs of call outs and repairs necessitated by reason of negligence other than the negligence of the service provider, their Employees or Agents and their misuse of the equipment, and excepting all normal fair wear and tear, shall be borne by IDC. A breakdown of the charge, with specific reference to the amounts allowed for both Labour and material, shall be clearly indicated on the service providers quotation to IDC, as also the percentage mark-up
- The following items of equipment are not included or covered under this Agreement unless their repair, replacement or adjustment can be attributed to the service provider's omissions and/or negligence:
 - Car, shaft and pit light fittings
 - Car enclosures, hoist way enclosures;
 - Car and landing door panels, surrounds, frames, architraves and sills, unless attention may further be required as a result of incorrect running clearances;
 - Decorative finishes, wall panels, suspended ceilings, light diffusers, handrails, mirrors, glass sides, glass doors, carpets or floor coverings;

Note: At an additional cost to IDC the service provider shall be requested to install any additional equipment or accessories to the equipment which is recommended or required by the government, provincial, municipal or any other authority under new legislation. Should any form of labour and/or material be required on any of these excluded components, these costs will be brought to the attention of IDC via a detailed written quotation who will then provide a separate order to cover these costs.

3.5.3.2 Obligations of IDC

IDC agrees and undertakes:

- To issue the necessary operating instructions and procedures to the tenant/s so as to ensure that at all times the elevator equipment will be used in a reasonable manner.
- To advise the service provider immediately when the equipment malfunctions or becomes inoperative.
- Not to authorise or allow any person/s other than the service provider or their duly authorised employees to carry out any maintenance work on the equipment during the currency of the Agreement, unless prior written consent from the service provider has been obtained. Should any work be carried out by any other company or person, prior to or during the term of the Agreement, the service provider shall not be liable for any act, occurrence or omission on the part of such company or person/s or equipment supplied.
- To immediately notify the service provider of any incident, injury or harm to any person or property resulting from the usage of the equipment and to make available all relevant information pertaining to equipment incidents.

- To ensure that the service providers workmen shall at all reasonable times have free and undisturbed access to the equipment for the effective execution of normal maintenance procedures as well as emergency after-hours callout services in accordance with the Maintenance Agreement.
- To ensure that the building with regards to the elevator equipment complies with the applicable Regulations and local by-laws.

3.5.4 Inspections

3.5.4.1 The IDC shall retain the right to, at any time, order a service and/or safety quality audit inspection and or risk assessment in order to:

- Witness and/or verify the performance of any maintenance work by the service provider at any time, or to gauge the safety performance and statutory compliance of the equipment.
- The service provider shall not be liable for the costs of these inspections. However, should the inspections highlight any contractual or statutory non-conformance on the service providers part, the service provider shall be liable for the corrective action costs of both labour and material to remedy the stated non-conformance.

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

- To effectively monitor the equipment's maintenance, detailed annual audit inspections of the equipment shall be undertaken by the service provider's senior personnel (minimum supervisor or field engineer level) or the service provider's Quality Assurance Inspectors.
- The details of the annual inspections, date of inspection and the condition of the equipment shall be recorded on a checklist signed and certified by the service provider's representative and a copy forwarded to IDC's Agents in order to monitor and close the quality inspection loop. Should any defects or remedial work be required in terms of the Annual Inspection, the service provider shall expeditiously undertake the corrective action work within a thirty (30) day period and shall forward to IDC on completion a signed copy of the detailed items rectified.
- IDC shall have the right to re-inspect and/or validate the acceptable completion of this corrective action.

3.5.4.3 Independent Inspections:

- IDC shall at any time have the right to authorise independent SANS 1545 compliance inspections of an individual or the entire elevator and escalator equipment installations using suitably qualified Registered Elevator Inspectors. A copy of the results of such inspections shall be promptly communicated in writing to the service provider. Should any defects or remedial work be required in term of the Maintenance Agreement, the service provider shall expeditiously undertake within a mutually agreed time period (usually 30 days) to carry out the corrective work. When the service provider's work has been completed satisfactorily, IDC shall be notified in writing. In the opinion of IDC, a further follow-up inspection by IDC or its Agent(s) may be conducted.
- Should the follow-up inspection show that the work as agreed and undertaken by the service provider has not been carried out satisfactorily, IDC or their Agent will place the service provider in default and allow him a maximum fourteen (14) calendar days to rectify the situation. Should the service provider still be in default at the end of this

period, IDC shall have the right to summarily cancel the Maintenance Agreement and/or take such action as IDC deems fit to rectify the situation to IDC's satisfaction.

- Notwithstanding IDC's rights in terms of the clause above, the service provider shall still be liable for the costs associated with the correction of the non-compliance which placed the service provider in default in the first place. He shall refund to IDC these costs, failing which IDC retains the right to subtract these costs from any fees due to the service provider.
- The Independent Inspections shall in no way limit the service provider's responsibility with respect to any obligation or liabilities in terms of The Maintenance Agreement or the Act.

4. Occupational Health and safety

In the execution of all its duties and obligations under the subsequent agreement, the successful tenderer shall comply with all the relevant provisions of The Elevator, Escalator and Passenger Conveyor Regulations ("the Regulations"), published on 17 September 2010 under the Occupational Health and safety Act, Act 85 of 1993, as amended from time to time, together with all the legislation and regulations referred to in the Regulations. Non-compliance with the Regulations will be construed as a material breach of the tender and subsequent agreement.

Bidder to provide a valid Letter of Good standing (COIDA) and will be required to provide a Safety File on appointment.

5. Project Timelines

The appointed service provider(s) will be required to start immediately after appointment with the project (Design, remove, supply and install) the six (6) x new lifts within the period of eight months. Once the installations is completed the appointed service provider will be required to sign the contract and provide the comprehensive maintenance for a period of three (3) years, subject to annual review of service provider's performance. The IDC reserve the right to extend the period not exceeding five years.

6. Technical Evaluation Criteria

6.1. Mandatory Technical Requirements

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

6.1.1 Insurance Requirements	Comply	Not Comply
<p>The bidder must be able to take All Risk Insurance cover when appointed. Below are the minimum cover amounts that will be required:</p> <p>THEFT & MALICIOUS DAMAGE R 50 000.00 SURROUNDING PROPERTY LIMIT R 500 000.00 CLAIMS PREPARATION COSTS R 10 000.00 PUBLIC LIABILITY LIMIT R 5 000 000.00 CONTRACTORS ALL RISK INSURANCE: R600 000.00</p> <p>The bidder will be required to provide proof of such cover upon appointment.</p>		
Substantiate / Comments		

6.1.2 CIDB Registration	Comply	Not Comply
<p>The bidder must be registered with CIDB in a contractor grading designation equal to or higher than 4SI. The bidder must maintain and be registered with the CIDB for the duration of the contract.</p> <p>The bidder must submit/ attach a valid CIDB Registration certificate as proof of registration.</p>		
Substantiate / Comments		

6.1.3 LETTER OF GOOD STANDING	Comply	Not Comply
<p>The bidder must have a valid COIDA letter of good Standing throughout the duration of the contract.</p> <p>Bidder must submit/ attach a valid Letter of Good standing (COIDA) and will be required to provide a Safety File on appointment.</p>		
Substantiate / Comments		

6.1.4 OEM Registration	Comply	Not Comply
<p>The bidder must be accredited by the Original Equipment Manufacturer (OEM) to sell, install, commission and maintain the proposed lifts.</p> <p>Bidders must submit/attach as part of this response a letter from the OEM to confirm that the bidder is accredited by the OEM to sell, install, commission and maintain the proposed lifts</p>		
Substantiate / Comments		

6.1.5 INDEPENDENT ELEVATOR INSPECTOR REGISTRATION WITH SANAS	Comply	Not Comply
<p>The bidder will be required to provide a compliance report and certification (Annexure A and B) which must be done by an independent elevator inspector who must be registered with SANAS.</p> <p>Bidders must submit/attach as part of this response a certificate from SANAS to confirm that the elevator inspector is SANAS registered.</p>		
Substantiate / Comments		

7. Technical Evaluation Criteria

7.1 Technical Requirements

The bidder must indicate its compliance / non-compliance to the requirements and should substantiate its response in the space provided below. If more space is required to justify

compliance, please ensure that the substantiation is clearly cross-referenced to the relevant requirement.

7.1.1 BIDDER'S RELEVANT EXPERIENCE	Comply	Partially Comply	Not Comply
<p>The bidder must demonstrate relevant experience in providing elevator installations (including building work), associated project management and providing maintenance services, as per the above scope of work in buildings that have high usage i.e. corporate buildings and shopping malls.</p> <p>The bidder must provide three (3) relevant contactable references of similar elevator installations done and have provided elevator maintenance services in the past five (5) years for buildings that have high usage i.e. corporate buildings and shopping malls. Please refer to Table (a) of Annexure 7 of this document for the format in which the required information must be provided.</p>			
Substantiate / Comments			

7.1.2 BIDDER'S TECHNICAL PROPOSAL	Comply	Partially Comply	Not Comply
<p>The bidder must supply, install and commission brand new lifts to the IDC as called for in this tender. The bidder is expected to clearly stipulate their approach and provide a step-by-step explanation of the proposed process to replace the elevators. As part of the proposal the bidders must also provide detail specifications in a form of brochures/catalogues for the proposed lifts which must include the different interior options for the lifts cars.</p> <p>The bidder is required to put forward only 1 lift option which best satisfies IDC's specifications per lift category (IDC's goods or passenger category) and should therefore not propose multiple lift options as part of their tender response.</p> <p>The proposed lifts should carry a useful lifespan of at least 20 years, and the bidder must confirm that maintenance parts will be available for the proposed lift make and models during this period.</p> <p>Note: The proposed specifications must be in line with the specification indicated or better.</p> <p>Service provider to highlight all safety issues and how areas where elevator is being replaced will be managed.</p>			
Substantiate / Comments			

7.1.3 QUALIFICATIONS AND SKILLS OF KEY PERSONNEL	Comply	Partially Comply	Not Comply
<p>The bidder's key personnel of the proposed team must have relevant qualifications, skills and experience needed for the services required (installations and servicing). Team members are to have a minimum of five (5) years' relevant experience within the elevator mechanical engineering space.</p> <p>Elevator Installation Project</p> <p>The team leader of the proposed project team is required to have a minimum of five (5) years' experience in elevator installations and project management. The leader must also demonstrate, through previously completed projects, their experience in leading projects of this nature. At least one principal member or the team leader of the bidders proposed team must be registered and in good standing with the following relevant statutory body and provide proof of membership:</p> <ul style="list-style-type: none"> • Engineering Council of South Africa (ECSA) • Membership of the Elevator Inspectors Association of SA (LIASA) and • Certification of elevator inspection authority by SANAS or Department of Labour (DOL) <p>3 Year Maintenance</p> <p>The bidder's proposed maintenance team must:</p> <p>a) have the relevant and necessary skills mix to provide a service to the IDC site taking into account the maintenance schedules and the related timing;</p> <p>(b) be trained to be able to provide the required level of service.</p> <p>The bidders must submit, as part of its proposal, the following:</p> <ul style="list-style-type: none"> • The structure and composition of the proposed team, clearly outlining the main disciplines and the key personnel responsible for each discipline. Please refer to Table (b and C) Annexure 7 of this document for the format in which the required information must be provided. • CVs of the key personnel; and the CVs must clearly highlight qualifications, memberships and areas of experience/ competence relevant to the tasks and objectives of this project as outlined above. • Proof of qualification and certificates of their training and affiliations to industry associations. 			
Substantiate / Comments			

7.1.4 PROJECT PLAN	Comply	Partially Comply	Not Comply
<p>The service provider will be required to develop a proposed sequenced phased construction schedule that identifies how the existing elevators are to be replaced with the new elevators without jeopardizing the security of the facility, inconvenience to staff and minimize the required downtime. The schedule shall consider all long lead time items to ensure they will be on site and available for installation when required.</p> <p>The bidder is requested to submit a detailed project plan/schedule which clearly indicates the key activities with project timelines as outlined above. The timelines should be within a period of eight months.</p>			
Substantiate / Comments			

7.1.5 MAINTENANCE PLAN	Comply	Partially Comply	Not Comply
<p>The bidder will be required to provide comprehensive maintenance to all six newly installed lifts.</p> <p>Bidder must submit a maintenance plan indicating how the comprehensive maintenance will be conducted to all installed lifts.</p> <p>The bidder must stipulate the manufacturer's warranty provisions and associated terms and conditions and must clearly outline the commencement of the maintenance plan.</p>			
Substantiate / Comments			

7.1.6 COMPLIANCE TO IDC COMMERCIAL TERMS	Comply	Partially Comply	Not Comply
<p>The bidder will be required to comply with all the IDC commercial terms as stipulated in paragraph 3 above.</p> <p>Bidders must provide a detail proposal indicating how they will comply with all the IDC commercial terms as stipulated under paragraph 3 above.</p>			
Substantiate / Comments			

SECTION 4: PRICE PROPOSAL

SECTION 4: Cost Proposal

1 **NOTE: All prices must be VAT exclusive and must be quoted in South African Rand (ZAR).**

2 Are the rates quoted firm for the full period of the contract?

YES	NO
-----	----

Important: If not firm for the full period, provide details of the basis on which price adjustments shall be applied e.g. CPI etc.

3 All additional costs associated the bidder's offer must be clearly specified and included in the Total Bid Price.

4 The following exchange rates as per SARB on 15/04/2019 at 10:00 must be used (where applicable):

R 13.93 = 1 US dollar

R 18.26 = 1 Pound

R 15.77 = 1 Euro

5

Is the proposed bid price linked to the exchange rate?	Yes	No
<i>If yes, the bidder must indicate CLEARLY which portion of the bid price is linked to the exchange rate:</i>		

6

Payments will be linked to specified deliverables after such deliverables have been approved by the IDC. Payments will be made within 30 days from date of invoice.	Comply	Not Comply
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7

The IDC reserves the right to consider the guidelines on consultancy rates as set out in the National Treasury Instruction 01 of 2013/2014: Cost Containment Measures which took effect from 01 January 2014, where relevant.	Comply	Not Comply
The bidder must indicate if their proposed rates are in line with the provisions of the referenced National Treasury Instruction: Cost Containment Measures.		
Substantiate / Comments		

8 COSTING MODEL

8.1 Table A Removal of the existing Lifts

Activity/ Deliverable	Resource(s)	Rate/Hour per resource	Number of hours	Total Cost (VAT Excl.)
Remove Elevator Block E (A)				
Remove Elevator Block E (B)				
Remove Elevator Block B				
Remove Elevator Canteen				
Remove Elevator IDC 2 (A)				
Remove Elevator IDC 2 (B)				
DISBURSEMENTS				
Sub-Total A (VAT Excl.)				

8.2 Table B Supply of new elevator as per specification:

Description		Proposed Make and Model	Qty	Unit Price (VAT Excl.)	Total Price (VAT Excl.)
8.1.1	Supply of Elevator Block E (A)		1		
8.1.2	Supply of Elevator Block E (B)		1		
8.1.3	Supply of Elevator Block B		1		
8.1.4	Supply of Elevator Canteen		1		
8.1.5	Supply of Elevator IDC 2 (A)		1		
8.1.6	Supply of Elevator IDC 2 (B)		1		
Sub-Total B (VAT Excl.)					

8.3 Table C (installation of New Elevators)

Activity/ Deliverable	Resource(s)	Rate/Hour per resource	Number of hours	Total Cost (VAT Excl.)
Installation Elevator Block E (A)				
Installation Elevator Block E (B)				
Installation Elevator Block B				
Installation Elevator Canteen				
Installation Elevator IDC 2 (A)				
Installation Elevator IDC 2 (B)				

Activity/ Deliverable	Resource(s)	Rate/Hour per resource	Number of hours	Total Cost (VAT Excl.)
DISBURSEMENTS				
Sub-Total C (VAT Excl.)				

Notes on pricing:

- Disbursements (incidental expenses other than professional fees e.g. travel and accommodation, printing costs, venue hire, and equipment hire etc.) must be clearly defined, outlining all assumptions. It is of utmost importance to submit clear and comprehensive cost proposals to allow the IDC to fairly compare bid price / cost proposals. If there is no additional fee envisaged for Disbursements, then the bidder must clearly indicate “No Charge / Free of Charge”. Failure to clearly indicate this, would result in IDC penalising your bid response by taking the cost of the highest bidder and adding 50% thereto and apply this rate for purposes of price comparisons. Bidders are therefore requested to respond clearly and comprehensively on this aspect of their bid response.
- The bidder must provide a detailed breakdown of the Disbursements as follows:

Cost Element	Cost (VAT Excl.)
Total Disbursements (VAT Excl.)	

8.4 Table D (Preventative Maintenance)

Installed Elevator	Monthly Service Fee (VAT Excl.)	Annual Service Fee (VAT Excl.)
IDC 1		
1. BLOCK E (A)	R	R
2. BLOCK E (B)	R	R
3. BLOCK B	R	R
4. CANTEEN	R	R
Annual Service Fee (VAT Excl.) (Year 1)	R	R
Annual Service Fee (VAT Excl.) (Year 2)	R	R
Annual Service Fee (VAT Excl.) (Year 3)	R	R
Sub-Total (D) - IDC 1 (VAT Excl.)	R	R
IDC 2		
5. ELEVATOR A	R	R
6. ELEVATOR B	R	R
Annual Service Fee (VAT Excl.) (Year 1)	R	R
Annual Service Fee (VAT Excl.) (Year 2)	R	R

Installed Elevator	Monthly Service Fee (VAT Excl.)	Annual Service Fee (VAT Excl.)
Annual Service Fee (VAT Excl.) (Year 3)	R	R
Sub-Total (E) - IDC 2 (VAT Excl.)	R	R

8.5 Ad hoc Services

The preferred bidder will be required to attend to call-outs on a need basis (ad-hoc) over and above the preventative maintenance requirement detailed above. For evaluation purposes, bidders are required to provide prices for the following call-outs. The quantities reflected below are only estimates based on the current trends over a three year period. **Prices must be valid for the first 12 months of the duration of the contract.**

Table F Ad-hoc call-outs Mon-Friday Rates

Description	Unit of measure	Quantity	Rate per Hour Normal	Unit Price (VAT Excl.)	Total Price (VAT Excl.)
Artisan	Per hour	18			
Call-out Fee	Each	6			
Description	Unit of measure	Quantity	Rate per Hour (After-Hours)	Unit Price (VAT Excl.)	Total Price (VAT Excl.)
Artisan	Per hour	15			
Call-out Fee	Each	5			
Sub-Total (E) (VAT Excl.)					

Table G Ad-hoc call-outs Weekend and Holiday Rates

Description	Unit of measure	Quantity	Saturday Rate per Hour	Unit Price (VAT Excl.)	Total Price (VAT Excl.)
Artisan	Per hour	12			
Call-out Fee	Each	4			
Description	Unit of measure	Quantity	Sunday & Public Holiday Rate per Hour	Unit Price (VAT Excl.)	Total Price (VAT Excl.)
Artisan	Per hour	9			
Call-out Fee	Each	3			
Sub-Total (F) (VAT Excl.)					

9 Summary of Costs

Description		Cost (VAT Excl.)
Removal of Elevators <u>and Disbursements Sub-total</u> (A) (VAT Excl.)		
Supply of Elevators <u>Sub-total</u> (B) (VAT Excl.)		
Installation and Disbursements <u>Sub-total</u> (C) (VAT Excl.)		
Preventative Maintenance IDC 1 – (D) (VAT Excl.)	YEAR 1	
	YEAR 2	
	YEAR 3	
Preventative Maintenance IDC 2 - (E) (VAT Excl.)	YEAR 1	
	YEAR 2	
	YEAR 3	
Estimated Call-outs Mon-Friday Rates Subtotal (F) (VAT Excl.)		
Estimated Call-outs Weekend and Holiday Rates Subtotal (G) (VAT Excl.)		
Total Bid Price (A+B+C+D+E+F+G)		

10 Buy Back Option

Bidders are requested to provide an option to buy back the existing 6 x lifts

Description		Total Price (VAT Excl.)
1	Elevator Block E (A)	
2	Elevator Block E (B)	
3	Elevator Block B	
4	Elevator Canteen	
5	Elevator IDC 2 (A)	
6	Elevator IDC 2 (B)	
Buy Back Total Cost (VAT Excl.)		

11 Total bid price including the buyback option

Total Bid Price VAT Excl.(A+B+C+D+E+F+G)- Buy back option	
--	--

Price Declaration Form

Dear Sir,

Having read through and examined the Request for Proposal (RFP) Document, RFP no. **T15/04/19**, the General Conditions, and all other Annexures to the RFP Document, we offer for the removal, supply, installation and maintenance of new lifts as per Section 3 of this RFP document.

R..... (Excluding VAT)

In words

R..... (Excluding VAT)

We confirm that this price covers all activities associated with the service, as called for in the RFP document. We confirm that IDC will incur no additional costs whatsoever, other than in respect of VAT, over and above this amount in connection with the provision of this service.

We undertake to hold this offer open for acceptance for a period of 120 days from the date of submission of offers. We further undertake that upon final acceptance of our offer, we will commence with the provision of the required service when required to do so by the IDC.

We understand that you are not bound to accept the lowest or any offer, and that we must bear all costs which we have incurred in connection with preparing and submitting this bid.

We hereby undertake for the period during which this bid remains open for acceptance, not to divulge to any persons, other than the persons to whom the bid is submitted, any information relating to the submission of this bid or the details therein except where such is necessary for the submission of this bid.

SIGNED

DATE

(Print name of signatory)

Designation

FOR AND ON BEHALF OF: COMPANY NAME

Tel No

Fax No

Cell No

SECTION 5: ANNEXURES

Annexure 1: Acceptance of Bid Conditions and Bidder's Details

Request for Proposal No: _____

Name of Bidder: _____

Authorised signatory: _____

Name of Authorised Signatory _____

Position of Authorised Signatory _____

By signing above the bidder hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on him/her under this RFP.

[Note to the Bidder: The Bidder must complete all relevant information set out below.]

CENTRAL SUPPLIER DATABASE (CSD) INFORMATION

Bidders are required to be registered on the Central Supplier Database (CSD) of National Treasury. Failure to submit the requested information may lead to disqualification. Bidders are therefore required to submit as part of this proposal both their CSD supplier number and CSD unique registration reference numbers below:	
Supplier Number	
Unique registration reference number	

BIDDING STRUCTURE

Indicate the type of Bidding Structure by marking with an 'X':	
Individual Bidder	
Joint Venture/ Consortium	
Prime Contractor with Sub Contractors	
Other	

REQUIRED INFORMATION

If Individual Bidder:	
Name of Company	
Registration Number	
Vat registration Number	
Contact Person	
Telephone Number	
Cellphone Number	
Fax Number	

If Individual Bidder:	
Email address	
Postal Address	
Physical Address	

If Joint Venture or Consortium, indicate the following for each partner:	
Partner 1	
Name of Company	
Registration Number	
Vat registration Number	
Contact Person	
Telephone Number	
Cellphone Number	
Fax Number	
Email address	
Postal Address	
Physical Address	
Scope of work and the value as a % of the total value of the contract	
Partner 2	
Name of Company	
Registration Number	
Vat registration Number	
Contact Person	
Telephone Number	
Cellphone Number	
Fax Number	
Email address	
Postal Address	
Physical Address	
Scope of work and the value as a % of the total value of the contract	

If bidder is a Prime Contractor using Sub-contractors, indicate the following:	
Prime Contractor	
Name of Company	
Registration Number	
Vat registration Number	
Contact Person	
Telephone Number	
Cellphone Number	
Fax Number	
Email address	
Postal Address	
Physical Address	
Sub contractors	
Name of Company	
Company Registration Number	
Vat registration Number	
Contact Person	
Telephone Number	
Cellphone Number	
Fax Number	
Email address	
Postal Address	
Physical Address	
Subcontracted work as a % of the total value of the contract	

Annexure 2: Tax Compliance Requirements

1. TAX COMPLIANCE REQUIREMENTS		
1.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
1.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
1.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
1.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.	
1.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.	
1.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
2. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS		
2.1	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
2.2	DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
2.3	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
2.4	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
<p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 ABOVE.</p>		
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	

Annexure 3: Supply chain management practices questionnaire

Request for Proposal No: _____

Name of Bidder: _____

Authorised signatory: _____

[Note to the Respondent: The Respondent must complete the information set out below. If the Respondent requires more space than is provided below it must prepare a document in substantially the same format setting out all the information referred to below and return it with Returnable Schedule 2.]

The bidder must complete the following questionnaire.

Bidder's past supply chain management practices:

Item	Question	Yes	No
3.1	<p>Is the Bidder or any of its directors listed on the South African National Treasury's database as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this database were informed in writing of this restriction by the South African National Treasury after the <i>audi alteram partem</i> rule was applied).</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
	If so, provide particulars:		
3.2	<p>Is the Bidder or any of its directors listed on the Register for Bid Defaulters in terms of section 29 of the <i>Prevention and Combating of Corrupt Activities Act</i> No 12 of 2004?</p> <p>To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Bid Defaulters" or submit your written request for a hard copy of the Register to facsimile number +27123265445.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
	If so, provide particulars:		
3.3	<p>Was the Bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>

Item	Question	Yes	No
	If so, provide particulars:		
3.4	Does the Bidder relate to any IDC employee or part of IDC current or past staff (employee) establishment?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	If so, provide particulars:		
3.5	Was any contract between the Bidder and any organ of state (within the Republic of South Africa or within any foreign territory) terminated during the past five years on account of failure to perform on or comply with the contract?		
	If so, provide particulars:		

I, _____ (print name) hereby certify that the information, facts and representations are correct and that I am duly authorized to sign on behalf of the company.

Name of Company: _____

Company Registration Number: _____

Company VAT Registration Number: _____

Signature

Date

Annexure 4: Declaration of Interest

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

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

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

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:.....

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

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

¹“State” means –

(a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);

(b) any municipality or municipal entity;

(c) provincial legislature;

(d) national Assembly or the national Council of provinces; or

(e) Parliament.

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

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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed :

.....

Position occupied in the state institution:

.....

Any other particulars:

.....

.....

.....

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

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

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

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

.....

.....

.....

2.8 Did you or your spouse, or any of the company's directors / **YES / NO**

trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

2.8.1 If so, furnish particulars:

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

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

YES / NO

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder (i.e. shareholder, partner, director etc.), aware of any relationship (family, friend, other) between any other bidder or any other company and any person employed by the IDC or the dti who may be involved with the evaluation and or adjudication of this bid?

YES / NO

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other company whether or not they are bidding for this contract? The IDC reserves the right to undertake further background checks on any other company where partners, shareholders or any interested party of the bidder may be involved in and to consider any findings in this regard as part of its vetting processes.

YES/NO

2.11.1 If so, furnish particulars:

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

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

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

1. DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT IDC MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

Annexure 5: Certificate of Independent Bid Determination

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

CERTIFICATE OF INDEPENDENT BID DETERMINATION

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

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

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;

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

- (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid;
or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Annexure 6: Shareholders and Directors Information

[Note to the bidder: the bidder must complete the information set out below. If the bidder requires more space than is provided below it must prepare a document in substantially the same format setting out all the information referred to below and return it with Returnable Schedule 2.]

6.1 Shareholders/ Members

Name of the shareholder	ID Number	Race	Gender	% shares

Note: The bidder must also attach the detailed Company/ Group Structure where relevant.

6.2 Black Shareholders/ Members as per the B-BBEE Certificate

Name of the shareholder	ID Number	Race	Gender	% shares
Total Black Shareholding % as per the current and valid B-BBEE Certificate				

6.3 Directors

Name of the shareholder	ID Number	Race	Gender

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED ABOVE IS CORRECT.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

Table (b) Details of the Installation Team:

Name	Position	Role / Duties in this Project	Relevant Project Experience	
			Project description, Client, Project period	Project Cost

Table (c) Details of maintenance team:

Name	Position	Role / Duties in this Project	Relevant Project Experience	
			Project description, Client, Project period	Project Cost

Annexure 8: BEE Commitment Plan

The IDC encourages existing vendors and prospective bidders to support the objectives of B-BBEE and as far as possible strive to improve their B-BBEE contribution status. For bid evaluation purposes, bidders are allocated points in terms of a preference point system based on the B-BBEE Contribution Level status that is in accordance with a valid B-BBEE certificate.

Bidders are therefore required to submit a B-BBEE improvement plan in view of the new B-BBEE Codes of Good Practice. Bidders must indicate the extent to which their ownership, management control, employment equity, preferential procurement and enterprise development will be maintained or improved over the contract period in the event that they are successful in this bid process.

Annexure 9: Disclosure Statement

Disclosure Statement

In terms of the tender condition 8.6, which allows the IDC to conduct background checks on bidders and its shareholders and directors, the IDC hereby requires bidders to provide the following additional information:

- 9.1 The IDC considers the integrity of its appointed service providers to be of critical importance. The IDC reserves the right to disqualify from further consideration, any bidder whose integrity, based on past conduct (during the 5 years immediately preceding the bid submission date), it considers questionable.
- 9.2 To this end, the IDC requires each bidder to include in its bid, a disclosure statement which details the following (with sufficient information and supporting documentation for the IDC to make its own assessment as to the materiality or seriousness of allegations regarding the bidder's integrity or conduct):
 - 9.2.1 any criminal charges made against the bidder or any of its directors, shareholders or management officials regarding their professional conduct;
 - 9.2.2 any civil proceedings initiated against the bidder or any of its directors, shareholders or management officials regarding their professional conduct; and
 - 9.2.3 any other enquiry or similar proceedings initiated or threatened against the bidder or any of its directors, shareholders or management officials regarding their professional conduct.
- 9.3 Where the bidder is a consortium, the disclosure statement referred to in paragraph 9.2 above must be made separately in respect of each consortium partner
- 9.4 In the event that the bidder's circumstances change, after submission of its bid, in regard to any matter referred to in paragraph 9.2 above or in regard to any matter referred to in its disclosure statement, the bidder must submit a written notification to IDC indicating the nature and extent of such changed circumstances.
- 9.5 The IDC reserves the right to seek such additional information from any bidder, in respect of the disclosure statement referred to in paragraph 9.2 above, as it may, in its sole discretion, determine, whether such information has been requested under this RFP or otherwise, and may require the bidder to make oral presentations for clarification purposes or to present supplementary information, in respect of the disclosure statement if so required by the IDC.
- 9.6 Based on its own assessment of the contents of the bidder's disclosure statement and any publicly available information which is relevant to the contents of such disclosure statement, the IDC will decide whether the bidder's conduct or any allegations relating thereto pose a risk, reputational or otherwise, to the IDC; and if it reaches an adverse conclusion the IDC will in its sole discretion have the right to disqualify a bidder from further participation in the tender process. Disqualification on this ground may be done at any stage in the bid evaluation process prior to contract award.

Annexure 10: Local Content Declaration (If Relevant)

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

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

2. General Conditions

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

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

Where

x is the imported content in Rand

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

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

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

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

(Tick applicable box)

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

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

The relevant rates of exchange information is accessible on www.resbank.co.za

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

Currency	Rates of exchange
----------	-------------------

US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

LOCAL CONTENT DECLARATION

(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: IDC

NB

- The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder
entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____